



## Agenda Item Executive Summary

Item Name      Hanover Township Annexation and Development Agreement - Public Hearing      Committee or Board      Board

### BUDGET IMPACT

Amount:      N/A      Budgeted      N/A

List  
what      N/A  
fund

### EXECUTIVE SUMMARY

The public hearing notice for the Annexation and Development Agreement for the proposed Hanover Township Campus Expansion was published in the Daily Herald and mailed to the required taxing districts on April 4, 2022. The Annexation and Development Agreement has also been available for public viewing in the Planning and Development Services Department.

This annexation and development agreement is for the 14.4-acre west unincorporated parcel and the 3.497-acre east incorporated parcel located immediately south of the existing Hanover Township Campus.

### ATTACHMENTS (PLEASE LIST)

PDS memo, public hearing notice and proof of publication

### ACTION REQUESTED

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

Staff:      Roberta B. Grill, Planning & Dev. Services Director

Date:      April 6, 2022

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**22-32**

DATE: April 6, 2022

TO: Paula Schumacher, Village Administrator

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

RE: Hanover Township– Annexation and Development Agreement  
Public Hearing

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The public hearing notice for the Annexation and Development Agreement for the proposed Hanover Township Campus Expansion was published in the Daily Herald and mailed to the required taxing districts on April 4, 2022. The Annexation and Development Agreement has also been available for public viewing in the Planning and Development Services Department.

This annexation and development agreement is for the 14.4-acre west unincorporated parcel and the 3.497-acre east incorporated parcels located immediately south of the existing Hanover Township Campus.

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

## **PUBLIC HEARING NOTICE**

**NOTICE IS HEREBY GIVEN** that the Village Board of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will hold a Public Hearing on Tuesday, April 19, 2022 at 7:00 P.M. or as soon thereafter as the matter may be heard, in the Bartlett Municipal Center, 228 South Main Street, Bartlett, Illinois to consider testimony and evidence from the petitioners and members of the public with respect to the proposed Annexation and Development Agreement between the Village of Bartlett and Hanover Township (Hanover Township Campus Expansion - Case #21-13) for the annexation of the following legally described property:

### **WEST UNINCORPORATED PARCEL:**

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIPTION: PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59), SAID POINT BEING 1550.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 567.8 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 556.9 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888 AND

ALSO EXCEPTING THAT PART LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (PREVIOUSLY ANNEXED PORTION) OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PERMANENT INDEX NUMBER: 06-33-403-031

### **EAST INCORPORATED PARCELS:**

THAT PART LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (PREVIOUSLY ANNEXED PORTION) OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE

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PERMANENT INDEX NUMBERS: 06-33-401-007 & 06-33-401-008

This approximate 17.897-acre property is located approximately 1,270 feet south of West Bartlett Road on the west side of Route 59 in Hanover Township, Cook County, Illinois.

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

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

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

BY  
Kevin Wallace, President  
Village of Bartlett

cc: L. Giles, Village Clerk,  
Petitioners

To be published in The Daily Herald on or before April 4, 2022.

**PUBLIC HEARING NOTICE**  
NOTICE IS HEREBY GIVEN that the Village Board of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will hold a Public Hearing on Tuesday, April 19, 2022 at 7:00 P.M. or as soon thereafter as the matter may be heard, in the Bartlett Municipal Center, 228 South Main Street, Bartlett, Illinois to consider testimony and evidence from the petitioners and members of the public with respect to the annexation and Development Agreement between the Village of Bartlett and Hanover Township (Hanover Township Campus Expansion - Case #21-13) for the annexation of the following legally described property:

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The above-referred Public Hearing may be recessed from time to time to another date or dates, if notice of the time and place of such adjourned Public Hearing is publicly announced at the immediately preceding Public Hearing. All interested parties are invited to attend and will be given an opportunity to be heard. If an accommodation for an individual with a disability is necessary, please contact Paula Schumacher at 837-0800 (voice) or 830-0940 (TDD). BY: Kevin Wallace, President, Village of Bartlett  
cc: L. Giles, Village Clerk.

Published in Daily Herald April 4, 2022 (4580449)

RECEIVED

APR - 8 2022

PLANNING & DEVELOPMENT  
VILLAGE OF  
BARTLETT

## CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

# Daily Herald

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

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 04/04/2022 in said **DAILY HERALD**.

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

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

BY Paula Baltz  
Authorized Agent

Control # 4580449

Hanover Township Annexation Agreement Public Hearing – 7:00 p.m.

VILLAGE OF BARTLETT  
BOARD AGENDA  
APRIL 19, 2022  
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. \*CONSENT AGENDA\*  
*All items listed with an asterisk\* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*
- \*6. MINUTES: Public Hearing, Board and Committee Minutes – April 5, 2022
- \*7. BILL LIST: April 19, 2022
8. TREASURER'S REPORT: February, 2022  
Sales Tax Report - February, 2022  
Motor Fuel Tax Report – February, 2022
9. PRESIDENT'S REPORT:
  - A. Commissioner Recognitions
  - B. Arts in Bartlett 20-Year Anniversary Proclamation
  - C. Arbor Day Proclamation
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:
  - A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS
    1. Ordinance Approving and Directing the Execution of the Annexation and Development Agreement Between Hanover Township and the Village of Bartlett for the Hanover Township Campus Expansion
    2. Ordinance Annexing the 14.4 Acre West Unincorporated Parcel to the Village of Bartlett for the Hanover Township Campus Expansion
    3. Ordinance Approving the Rezoning, Preliminary Overall PUD Plan, Plat of Consolidation and Phase 1 Final PUD Plan, Granting Special Use Permits and Amending the Future Lane Use Plan for the Hanover Township
    4. Ordinance Approving a Final Subdivision/PUD Plat and Final PUD Plan for Grasslands Subdivision Phase 1
    - \*5. Ordinance Amending the Bartlett Zoning Ordinance Chapter 4A: Residential Districts: 10-4A-2:C.2.o Chickens (Poultry)
  - B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY
    1. None
  - C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
    - \*1. Ordinance Reserving 2022 Volume Cap for Private Activity Bond Issues and Related Matters
  - D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN
    1. None
  - E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI
    1. Resolution Approving of the General Release and Settlement Agreement Between the Village of Bartlett and Gzim Selmani
  - F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE
    1. Resolution Authorizing the Use of Motor Fuel Tax Funds in the Amount of \$1,500,000 to Pay for the Cost of Construction for all FY2022-23 MFT Maintenance Program Projects
    - \*2. Resolution Waiving Bids and Approving of the First Amended Sanitary Sewer Main Lining Agreement Between the Village of Bartlett and Hoerr Construction
13. NEW BUSINESS
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES
15. ADJOURNMENT



**VILLAGE OF BARTLETT**  
**PUBLIC HEARING MINUTES**  
**April 5, 2022**

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1. CALL TO ORDER

President Wallace called the 2021-2022 Proposed Budget Public Hearing meeting of April 5, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m

2. ROLL CALL

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

ABSENT: Trustee Reinke

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Food & Beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

Village Administrator Paula Schumacher stated the proposed revenues for fiscal 2022-23 budget total \$89.6 million and includes \$18.2 million in borrowing for capital projects. The remaining revenues are divided among property taxes, other taxes, services charges and other revenue. The proposed general property tax levy is to remain flat from last year. Sales Tax and Income Tax will continue to be monitored monthly as sales tax is the most sensitive to economic conditions and changes could be made to the amount of income tax shared with municipalities.

The total proposed budget for fiscal year 2022-23 is \$89.3 million. This is a 1.4% decrease from last year. The overall budget decrease is primarily due to the decrease in capital project costs including the waste water treatment plant and the Devon Avenue lift station. The total operating budget is \$52.4 million. Operating expenditures can be divided into five primary uses. About 32% of the operating expenditures are for public safety. Public Works is about 38% and includes streets, water, sewer and parking. The remaining 30% is divided among general government, golf and debt service.

The capital portion of the proposed budget is \$36.8 million. The capital portion of the budget varies from year to year based upon the individual projects we have scheduled. Capital projects of the budget are divided into six broad categories; water, sewer, streets, economic development, golf and other projects. \$4.1 million of the proposed capital projects in the 2022-23 budget relates to water projects. \$16.0 million is for the Bittersweet wastewater treatment plant improvements. Other projects include the sanitary sewer



**VILLAGE OF BARTLETT  
PUBLIC HEARING MINUTES  
April 5, 2022**

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system rehabilitation program, the annual streets maintenance program, and improvements in the Brewster Creek and Bluff City TIF developments.

The budget year begins May 1, 2022 and goes through April 30, 2023.

President Wallace asked if there were any questions for the proposed 2022-23 budget. He asked the board if they had any questions or comments and stated that they would then open it up to the general public. There were no further comments from the general public.

Attorney Mraz stated that Notice of this Public Hearing was published on March 17, 2022 in accordance with statute.

There being no further business to discuss, Trustee Deyne moved to adjourn the Public Hearing and that motion was seconded by Trustee Suwanski.

**ROLL CALL VOTE TO ADJOURN**

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

NAYS: None

ABSENT: Trustee Reinke

**MOTION CARRIED**

The Public Hearing was adjourned at 7:04 p.m.

Lorna Gilles  
Village Clerk



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**April 5, 2022**

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1. CALL TO ORDER

President Wallace called the regular meeting of April 5, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

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

ABSENT: Trustee Reinke

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Food & Beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Matt Soules from the Village Church of Bartlett gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Gunsteen stated that in the absence of Trustee Reinke, he would like to add Item 12.F.1. Resolution 2022-21-R, a Resolution Approving of Change Order No. 2 to the Contract Between the Village of Bartlett and Joseph J. Henderson & Son, Inc. for the Bittersweet Water Reclamation Facility Improvements for a \$266,915.54 Decrease in the Original Contract Sum to the Consent Agenda.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**April 5, 2022**

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

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

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

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

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

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

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

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

President Wallace stated that with the advice and consent of the Village Board, he appoints Steve Callahan to a 2-year term on the Planning and Zoning commission beginning April 5, 2022 and ending April 5, 2024.



**VILLAGE OF BARTLETT  
BOARD MINUTES  
April 5, 2022**

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Trustee Deyne motioned to Concur to the Appointment of Steve Callahan to the Planning and Zoning commission for a 2-year term and that motion was seconded by Trustee Gunsteen.

**ROLL CALL VOTE TO CONCUR TO THE APPOINTMENT OF STEVE CALLAHAN TO THE PLANNING AND ZONING COMMISSION FOR A 2-YEAR TERM**

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

President Wallace stated that with the advice and consent of the Village Board, he appoints Mike Werden to serve as Chairman of the Planning and Zoning Commission beginning April 5, 2022. Mike knows more than any human being about the Village of Bartlett. Mike served 43 years on a previous commission and he thought it was a great opportunity to lead this new commission.

Trustee Suwanski motioned to Concur to the Appointment of Mike Werden to serve as Chairman of the Planning and Zoning commission and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO CONCUR TO THE APPOINTMENT OF MIKE WERDEN AS CHAIRMAN OF THE PLANNING AND ZONING COMMISSION**

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

Trustee Suwanski read a Proclamation recognizing the week of April 10-16, 2022 as "National Public Safety Telecommunication Week" in the Village of Bartlett and commend the devotion, contributions, and services of the DU-COMM telecommunicators.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

**Joel Turk, 556 Philip Drive**

Mr. Turk stated that he was the President of the HOA Four Seasons and they represented 31 families along Naperville Road. His concern is the amount of traffic on Naperville Road



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**April 5, 2022**

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as a result of further development, both commercial and residential. The Grasslands development that has been approved will add traffic. He spoke about the Puckett Reserve apartments and according to the website, they were approved by the village for development. In a prior meeting concerning the Grasslands, it seemed like the village was going to pump the brakes on any further development along Naperville Road because of the traffic. He is aware that it is a Cook County road and signage has been posted to prevent trucks from commuting along that section of highway. However, he witnesses every day, more and more semis. How can that enforcement take place? He suggested minimizing the development until plans can be put in place to accommodate and make the infrastructure adequate.

President Wallace stated that the Puckett Reserve has not been approved by the board. He asked the chief to follow up with Mr. Turk and let him know about the additional things that are going on with the county. The letting is going out for the improvements at West Bartlett and Route 59. One of the main reasons that trucks take Naperville Road is because of the traffic light back up.

Public Works Director Dan Dinges stated that bids were already opened for West Bartlett Road and Route 59 improvements. He was told today that there will be a pre-construction meeting next week. He expects construction to get started this spring or summer. It will make Naperville Road worse in the short term. When it is done, he expects more traffic will go to Route 59.

**Ovidio Fernandez-Cuervo, 641 Philip Drive**

Mr. Fernandez-Cuervo stated that he is the HOA President for the Greens of Villa Olivia on Naperville Road. He stated that there are times when he cannot exit his subdivision because of the traffic on Naperville Road. He thought that the Grasslands subdivision was a wonderful idea and he is not anti-development. He thought they did a great job with plans and in the number of units, etc. He asked the board last year to think about different ways to access that land from Route 59. The development has 81 single-family units, 60 active adult and 90 duplexes. That is 231 housing units X 2 cars per unit and each drives out once per day = 924 cars leaving that day. The townhomes all access Naperville Road and that is 111 units or 444 cars hitting Naperville Road. Adding the two is 1,368 cars every day. The Puckett Reserve is asking for investors to help develop this property. There are 146 units X 2 cars per unit = 584 cars/day. He would like to see other access to that area.

President Wallace agreed with him but stated that Cook County has control of Naperville Road. The village has done everything they can outside of hiring an attorney to try to get them to fix it. He will consider all of the planned development on Naperville Road and encouraged them to take his message loud and clear to the Cook County Board.



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Mr. Fernandez-Cuervo stated that Cook County controls the road but the village controls what gets built there.

**Audrey DeFrancesco, 286 Windsor Drive**

Ms. DeFrancesco stated that she was a longtime Bartlett resident and lives in Brampton Place on Stearns Road. She spoke about the recent influx of overweight vehicles mainly but not limited to semi's, dumps and gravel trucks they continue to commute day and night through this no trucking zone. There is clearly marked signage that it is off limits to trucks over twelve thousand pounds except local deliveries. This is being ignored by many truck drivers who were using this two-lane road from 390 to the Brewster Creek Business Park to the stone quarries and to Route 59. Stearns Road runs through a residential neighborhood which is also home to Centennial Elementary, Alliance Bible Church and several parks as well as bike and walking paths. The police department has stated that they are aware of this ongoing problem and made monitoring this road a priority. They can only pull over an oversized vehicle if they physically see it cross both County Farm and Bartlett Roads, a code violation such as expired license or lights out, or if they are speeding. Additionally, they don't have the manpower to expedite an officer solely to this municipal road on a daily basis. She is asking the board for answers on how to solve this problem. She presented photographs of trucks on Stearns Road.

**Mike Werden, 431 S. Main Street**

Mr. Werden asked what the budget amount was. He stated that when he was working on his "Citizenship for the Community" merit badge, it had jumped from \$2 million to \$4 million because they were building the new sewage plant in 1974-75. He thanked the board for appointing him as Chairman of the Planning and Zoning Commission. He stated that his family moved here 60 years ago when he was 2 years old and Bartlett had 1,500 people. He always had an interest in government and politics. He was on the bi-centennial youth commission and when he was 19 he was appointed to the zoning board. He would drive in from school for the long meetings. He has been the chairman for the last 20 years. He explained that when he was first appointed, the Planning and Zoning board was split and now they have come back together again – full circle. He appreciated the boards confidence in him and he hoped to serve to the best of his capacity.

**12. STANDING COMMITTEE REPORTS**

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

Trustee Hopkins stated that there was no report.



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

Trustee Gandsey stated that there was no report.

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

Trustee Deyne presented Resolution 2022-19-R, a Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2022-2023.

Trustee Deyne moved to approve Resolution 2022-19-R, a Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2022-2023 and that motion was seconded by Trustee Gandsey.

Trustee Suwanski stated that she reviewed the vehicle replacement program with Dan Dinges. She clarified the \$160,000 dump truck was from last years budget but delivery is taking two years and that is why it appears in the current budget.

Trustee Gunsteen asked if the price will be held.

Public Works Director Dan Dinges stated that they have not heard that there will be an increase at this point. It will have to come back to board for approval if they do raise the price.

Trustee Suwanski asked if they could get other bids besides the State Purchasing Program.

Mr. Dinges stated that he would look into it. There are other joint purchasing programs. The alternative is for them to go out to bid themselves. Typically, the State Purchasing Program is the lowest.

President Wallace asked if there was any latitude in ordering a truck and having it detailed ourselves out in Brewster Creek Business Park.

Mr. Dinges stated that they do use "Auto Truck" but use "Monroe" for the bigger trucks. He will look into it.

Trustee Suwanski questioned the additional person in Planning and Development.

President Wallace stated that he trusts the fact that with as much business that is going on they need this addition but his opinion was to look into contracting this position. He



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discussed this with other board members and this adds pensions and additional expenses that go on forever. Is there another alternative?

Ms. Schumacher stated that they do contract some planning services on a limited basis. When there is an open position, they evaluate if it makes financial sense to replace the position, contract it out or to reallocate duties. She did not think this is a good option for this position. With all the new projects, they do not anticipate any kind of slow down in the next few years.

Ms. Grill stated that in addition, they currently have a part time position that has been open for several months that they are unable to fill.

President Wallace asked if they could remove the part time position and add the full time position.

Ms. Grill stated that they would not like to because they believe that they will be very busy.

President Wallace stated that with the slow down of materials, etc. there could be a complete halt in completing large projects. Would it be more prudent to wait until we know that they actually break ground before filling the position?

Ms. Grill stated that they have quite a few tenant buildouts in the village. It is a lot and this position would review all of those.

Ms. Schumacher stated that miscellaneous permits and smaller build out projects are going through the roof (double of previous years).

Trustee Gunsteen stated that a full-time person could close that gap and the part timer would not be needed.

President Wallace stated that he is in favor of removing the part timer and adding the full timer.

**ROLL CALL VOTE TO ADOPT THE VILLAGE OF BARTLETT BUDGET FOR FISCAL YEAR 2022-2023**

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



**VILLAGE OF BARTLETT**  
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Trustee Deyne presented Ordinance 2022-20, an Ordinance Amending the Bartlett Municipal Code Regarding Water and Sewer Charges.

Trustee Deyne moved to approve Ordinance 2022-20, an Ordinance Amending the Bartlett Municipal Code Regarding Water and Sewer Charges and that motion was seconded by Trustee Gunsteen.

Trustee Suwanski stated that they need a campaign to get the word out.

Ms. Schumacher stated that she is reviewing the materials and all of the social media outlets they are planning to use.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2022-20, AMENDING THE MUNICIPAL CODE REGARDING WATER AND SEWER CHARGES**

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

**NAYS:** None

**ABSENT:** Trustee Reinke

**MOTION CARRIED**

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

Trustee Gunsteen stated that there was no report.

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

Trustee Suwanski stated that there was no report.

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

In the absence of Trustee Reinke, President Wallace stated that Resolution 2022-21-R, a Resolution Approving of Change Order No. 2 to the Contract Between the Village of Bartlett and Joseph J. Henderson & Son, Inc. for the Bittersweet Water Reclamation Facility Improvements for a \$266,915.54 Decrease in the Original Contract Sum was covered and approved under the Consent Agenda.

**13. NEW BUSINESS**

Trustee Deyne announced employee birthdays and anniversaries.



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14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN

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

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Reinke

MOTION CARRIED

The meeting was adjourned at 7:41 p.m.

Lorna Gilles  
Village Clerk



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CALL TO ORDER

President Wallace called the Committee of the Whole meeting of April 5, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:41 p.m.

ROLL CALL

PRESENT: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Suwanski, President Wallace

ABSENT: Chairman Reinke

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Human Resources Director Janelle Terrance, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Public Works Director Dan Dinges, Asst. Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Food and beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**BUILDING & ZONING, CHAIRMAN HOPKINS**  
**Hanover Township Campus Expansion**

Chairman Hopkins introduced the item.

Chairman Deyne stated he thought the Plan Commission did an excellent job reviewing this.

President Wallace asked if there was some type of statistic they go through to see if a cemetery is warranted.

Township Administrator James Barr stated they are basing it off input from the community over time stating that there is very little availability left in public cemetery's in the Township.

The item was forwarded on to the village board for a vote.

**Grasslands Final Subdivision/PUD Plat and Final PUD Plan-Phase 1**

Chairman Hopkins introduced the item.



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Chairman Suwanski asked Planning and Development Services Director Roberta Grill to point out the ingress and egress of the subdivision.

Ms. Grill stated there is access off West Bartlett Rd. and secondary access off Naperville Rd.

Chairman Suwanski asked where the commercial area was located.

Ms. Grill pointed it out.

Chairman Gunsteen asked if we have an egress plan for the commercial.

Ms. Grill stated they will most likely have a curb cut off West Bartlett. It is possible they might have a right-in off Rt. 59.

Chairman Gunsteen asked if they looked at that access to Rt. 59 yet.

Ms. Grill stated they do not have a plan yet.

Chairman Suwanski stated that would help with the commercial traffic.

President Wallace stated he would be interested in seeing if there could be some sort of bus system for the 55+ area for the Township which could take them to different areas.

Chairman Gunsteen stated he thought the plan was great but wanted to make sure the connect ability for our bike system is set in stone. More bikes mean less traffic but we are more suitable to accidents so he wanted to know how the underpass was going.

Ms. Grill stated the path system starts east of Rt. 59. There would be an underpass under Rt. 59 along a narrow strip just south of the railroad tracks, through the development and into a park in the new subdivision. It would also continue straight along the railroad tracks and continue on to connect to Naperville Rd. In Phase #2 it would extend north of the tracks.

President Wallace asked if there was a bike path on the north side of W. Bartlett Rd. You have to cross W. Bartlett Rd. and take the bike path north on Rt. 59 which doesn't go to far.

Chairman Suwanski stated that the Plan Commission had some issues with a path along the tracks and the playground near them.

Ms. Grill stated the only thing she can say is the village will not approve something that is not safe.



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Chairman Gunsteen asked if the developer is putting in the paths within their development.

Ms. Grill stated it is either the developer or the owner.

Chairman Gunsteen asked where we are in the process of either obtaining an approval for the underpass or is it just a wish.

Ms. Grill stated that in the development agreement it states that 6 months after the approval of the final PUD Plan, engineering must be submitted for the underpass.

Chairman Hopkins stated that he wants to make sure truck traffic does not go through Naperville Rd.

Ms. Grill stated that was a condition of the approval of the zoning. There will be signage as well.

President Wallace confirmed that the underpass is not a guarantee.

Ms. Grill stated that we need engineering and it is required to be submitted within 6 months of the plan.

Chairman Gunsteen asked why it takes 6 months because we are moving the housing forward, but if it doesn't work, then all of the bike path plans have to be reconfigured because they will essentially go nowhere. He asked what plan B was.

Ms. Grill stated plan B is a sidewalk along W. Bartlett Rd. There will be improvements as part of the intersection improvements.

President Wallace asked about the timing of everything going on.

Dan Olsem with Crown Community Development stated that Roberta is right. If we do not get the permit from IDOT, traffic would have to cross at grade. We have had numerous conversations with IDOT and they cannot provide approval without plans, but they were supportive of the concept.

Chairman Suwanski asked if we can do both.

President Wallace asked if we can do a bike path instead of a sidewalk on W. Bartlett Rd.

Public Works Director Dan Dinges stated that there is a bike path on the south side of W. Bartlett so you would have access to the Grasslands. IDOT will be adding a Pedestrian



## VILLAGE OF BARTLETT COMMITTEE MINUTES

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crossing on the south leg, crossing Rt. 59. On the west leg they will also cross W. Bartlett and will hook up to a sidewalk they are going to build which will feed into Grasslands. There will be access, but the safest access is the underpass.

Chairman Gunsteen stated that as a father of 3 kids, he would not let his kids cross Rt. 59 and he thinks everyone else feels the same way.

Chairman Suwanski asked who would maintain the tunnel under Rt. 59.

Mr. Dinges stated it would be between the village and the park district.

Mr. Olsen stated they are in negotiation with the park district to acquire the park property in their site. Staff is supportive and they think the board will be as well. They are close to finalizing the agreement. If they don't take it, the HOA will own and maintain it.

Chairman Suwanski asked if there is any safety issues with going under the road.

Mr. Olsen stated there is cost and topographic issues with going over Rt. 59 and it blocks the commercial property. He is confident the underpass route would be a safe passage.

Chairman Gunsteen asked for the timeline to submit permits if this gets approved.

Mr. Olsem stated they are negotiating a contract with a builder that will do the land development. We are hoping to close within the next few months. Once they close they are going to get moving, they do not like to hold property. The plan is to get land development going immediately.

Chairman Gunsteen asked if we will have an idea if the underpass will get approved prior to a permit being released for this project.

Ms. Grill stated it is possible. We have to have the engineering plans for submission too so we are going to be pushing them for those plans.

President Wallace stated the 55+ is going to sell out in 2 seconds.

Mr. Olsem stated he did have one comment on the right-in, right-out. Those same negotiations with IDOT, we did talk to them about that access. They responded favorable to it, but we need a user, a new traffic report and plan for approval, but the initial reaction was favorable.

Chairman Gunsteen asked if there was any interest from commercial users yet.



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Mr. Olsen stated they got some nibbles in the last decade, but nothing has come to fruition. Hopefully roof tops bring commercial.

Mr. Gunsteen asked that if the commercial section is not developed, he still wanted it to look clean and not be a stock pile for dirt.

Mr. Olsem stated they are required by the village to make sure it is stable.

Chairman Gandsey asked if the commercial will come when the houses go in.

Mr. Olsem stated they think so.

This item was forwarded on to the village board.

**Amend Municipal Code Title 10-4A-2:C2.o Chickens (poultry)**

Chairman Hopkins introduced the item.

Ms. Grill stated it has been successful, they have not had any complaints and they want to repeal the sunset clause.

The item was forwarded on to the village board for a vote.

Chairman Deyne moved to adjourn the Committee meeting and the motion was seconded by Chairman Gandsey.

**ROLL CALL VOTE TO ADJOURN**

AYES: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Suwanski

NAYS: None

ABSENT: Chairman Reinke

**MOTION CARRIED**

The meeting was adjourned at 8:02 p.m.

Samuel Hughes  
Deputy Village Clerk

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 4/19/2022

**10000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - APRIL 2022	4,306.93
<b>INVOICES TOTAL:</b>		<b>4,306.93</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	FACEBOOK FEES	219.87
** 1 LOYALTY VIDZ	BEDA PROMOTIONAL VIDEO	350.00
<b>INVOICES TOTAL:</b>		<b>569.87</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NIU OUTREACH FEES/CREDITS	-242.00
<b>INVOICES TOTAL:</b>		<b>-242.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ICSC/KDRMA DUES	160.00
<b>INVOICES TOTAL:</b>		<b>160.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUNSHINE FARM II	DEPOSIT/TROLLEYS DEC TREE LIGHTING	1,500.00
<b>INVOICES TOTAL:</b>		<b>1,500.00</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	483.00
** 1 ANNE KIRCHNER	REIMBURSEMENT/MAVERICK SUPPLIES	37.91
<b>INVOICES TOTAL:</b>		<b>520.91</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ZOOM MEETING FEES/SHOVELS	855.53
** 1 CARDMEMBER SERVICE	CIVIC GROUP MEETING LUNCH	60.26
1 COMCAST	CABLE SERVICE	31.60
<b>INVOICES TOTAL:</b>		<b>947.39</b>

**1200-PROFESSIONAL SERVICES**

\*\* Indicates pre-issue check.

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**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	20,766.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	672.00
	<b>INVOICES TOTAL:</b>	<b>21,438.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLA INC	TRUCK SIGNAGE PLAN	270.00
** 1 BLA INC	GRASSLANDS MIXED-USE DEVELOPMENT	890.00
** 1 BLA INC	RESIDENCES AT BARTLETT STATION	1,600.00
** 1 BLA INC	RESIDENCES AT BARTLETT STATION	990.00
1 HAMPTON LENZINI AND RENWICK INC	ON-CALL ENGINEERING SERVICES	2,406.25
	<b>INVOICES TOTAL:</b>	<b>6,156.25</b>

**523600-SOCIAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	3,224.46
	<b>INVOICES TOTAL:</b>	<b>3,224.46</b>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 QUADIENT INC	POSTAGE METER LEASE PAYMENT	475.38
	<b>INVOICES TOTAL:</b>	<b>475.38</b>

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	BUDGET PUBLIC HEARING	41.85
	<b>INVOICES TOTAL:</b>	<b>41.85</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	BULK MAILING PERMIT FEE	265.00
	<b>INVOICES TOTAL:</b>	<b>265.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA WEBINAR FEES	280.00
	<b>INVOICES TOTAL:</b>	<b>280.00</b>

**1500-PLANNING & DEV SERVICES**

**523010-ELEVATOR INSPECTIONS**

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

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1 THOMPSON ELEVATOR INSPECTION	ELEVATOR CODE INSPECTIONS	82.00
	<b>INVOICES TOTAL:</b>	<b>82.00</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	FLAT TIRE REPAIRS	43.88
	<b>INVOICES TOTAL:</b>	<b>43.88</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CANON EXCHANGE ROLLER KIT	48.52
	<b>INVOICES TOTAL:</b>	<b>48.52</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	POST-IT NOTES/FOLDERS	63.84
	<b>INVOICES TOTAL:</b>	<b>63.84</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MICROSYSTEMS INC	ANNUAL MICROFILM STORAGE FEES	240.00
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	183.60
1 RAGNASOFT INC	ANNUAL SERVICE AGREEMENT	2,750.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	750.90
1 VERIZON WIRELESS	WIRELESS SERVICES	1,108.29
	<b>INVOICES TOTAL:</b>	<b>6,267.79</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICES	64.40
	<b>INVOICES TOTAL:</b>	<b>64.40</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SQUAD DVR SD CARDS	19.99
** 1 CARDMEMBER SERVICE	LICENSE PLATE REPLACEMENT STICKER	21.00
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	1,431.45
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	783.92
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	541.20
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	66.66
1 SQUEAKY G'S CAR WASH INC	CAR WASHES	87.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	36.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	203.66

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	354.82
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	14.04
		<b>INVOICES TOTAL: 3,579.69</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS ALAGNA	MAVERICK GROOMING/MEDICINE	111.64
1 AMAZON CAPITAL SERVICES INC	TONER CARTRIDGE	118.80
1 AMAZON CAPITAL SERVICES INC	TONER CARTRIDGE	110.89
1 AMAZON CAPITAL SERVICES INC	INK CONTAINER	84.12
1 AMAZON CAPITAL SERVICES INC	DOG LEASH	13.98
** 1 CARDMEMBER SERVICE	LITERATURE WALL RACKS/TONER	996.96
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER EXAM/VACCINATIONS	234.36
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	26.96
1 P.F. PETTIBONE & CO	CIT SERVICE BARS	35.50
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	201.50
1 TSI TRAFFIC CONTROL LLC	PEDESTRIAN CROSSING SIGNS	92.00
1 WAREHOUSE DIRECT	TONER	121.24
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	190.62
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	106.70
		<b>INVOICES TOTAL: 2,445.27</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SOFTWARE SUBSCRIPTION	224.63
		<b>INVOICES TOTAL: 224.63</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	26.96
		<b>INVOICES TOTAL: 26.96</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	BUSINESS CARDS	65.24
1 WAREHOUSE DIRECT	NOTARY STAMP	37.50
1 WAREHOUSE DIRECT	NOTARY STAMP	37.50
1 WAREHOUSE DIRECT	NOTARY STAMP	37.50
1 WAREHOUSE DIRECT	BINDERS	22.81
1 WAREHOUSE DIRECT	TAPE	14.34
1 WAREHOUSE DIRECT	USB DRIVES/ENVELOPES/LABELS	210.98
		<b>INVOICES TOTAL: 425.87</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SPIN DOCTOR CYCLEWERKS INC	BICYCLE HELMETS	160.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 160.00

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITY OF ST CHARLES	ANNUAL OUTDOOR RANGE RENTAL	1,200.00
<u>INVOICES TOTAL:</u>		<u>1,200.00</u>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTH AMERICAN RESCUE LLC	RESCUE MEDICAL SUPPLIES	845.20
<u>INVOICES TOTAL:</u>		<u>845.20</u>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 4IMPRINT	BALLOONS FOR OPEN HOUSE	146.75
1 AMAZON CAPITAL SERVICES INC	SIGN HOLDER	36.41
1 J GARDNER & ASSOCIATES	POLICE SUV MAGNETS	495.00
1 TOWN & COUNTRY GARDENS	D.A.R.E. GRADUATION FLOWERS	135.50
<u>INVOICES TOTAL:</u>		<u>813.66</u>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	25.44
<u>INVOICES TOTAL:</u>		<u>25.44</u>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENT FEES	2,750.00
<u>INVOICES TOTAL:</u>		<u>2,750.00</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MID-STATES ORGANIZED CRIME	POLE CAMERA PURCHASE	4,500.00
<u>INVOICES TOTAL:</u>		<u>4,500.00</u>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	293.71
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	242.89
<u>INVOICES TOTAL:</u>		<u>574.71</u>

\*\* Indicates pre-issue check.

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**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	374.78
1 NICOR GAS	GAS BILL	871.42
1 NICOR GAS	GAS BILL	1,182.09
1 NICOR GAS	GAS BILL	1,258.28
<b>INVOICES TOTAL:</b>		<b>3,686.57</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	880.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	3,454.32
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	270.00
<b>INVOICES TOTAL:</b>		<b>4,604.32</b>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLEAN SWEEP	STREET SWEEPING SERVICES	10,475.00
<b>INVOICES TOTAL:</b>		<b>10,475.00</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,049.40
<b>INVOICES TOTAL:</b>		<b>1,049.40</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	1,093.75
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	2,393.75
<b>INVOICES TOTAL:</b>		<b>3,487.50</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	IPAD CASE	74.99
1 AMAZON CAPITAL SERVICES INC	BOOT BRUSH CLEANER	8.66
1 ARLINGTON POWER EQUIPMENT INC	MATERIALS & SUPPLIES	453.69
1 GRAINGER	MATERIALS & SUPPLIES	17.55
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	539.26
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	254.74
<b>INVOICES TOTAL:</b>		<b>1,348.89</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	STANDING DESK CONVERTER	55.61
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	74.45
1 WAREHOUSE DIRECT	COFFEE/CREAMER/SUPPLIES	141.66
1 WAREHOUSE DIRECT	INK CARTRIDGES	35.79

\*\* Indicates pre-issue check.

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INVOICES TOTAL: **307.51**

**534230-SNOW PLOWING SALT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPASS MINERALS AMERICA INC	ROAD SALT	17,872.13
1 COMPASS MINERALS AMERICA INC	ROAD SALT	14,903.58
1 COMPASS MINERALS AMERICA INC	ROAD SALT	5,524.95
1 COMPASS MINERALS AMERICA INC	ROAD SALT	13,032.53
<u>INVOICES TOTAL:</u>		<b>51,333.19</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL COMPANY INC	MAINTENANCE SUPPLIES	2,028.40
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	246.98
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	437.93
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES	27.39
<u>INVOICES TOTAL:</u>		<b>2,740.70</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRIMCO INC	BENCH TOP CUTTER	2,329.00
1 GRIMCO INC	BENCH GROMMET/DIE SET	334.35
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	227.50
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	742.15
1 WELCH BROS INC	GRAVEL PURCHASE	348.00
<u>INVOICES TOTAL:</u>		<b>3,981.00</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING HORTICULTURAL	GRASS SEED	622.50
<u>INVOICES TOTAL:</u>		<b>622.50</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA/HRCI/LUNCH MEETING	292.33
<u>INVOICES TOTAL:</u>		<b>292.33</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NATIVE BASINS	566.00
<u>INVOICES TOTAL:</u>		<b>566.00</b>

**430000-DEVELOPER DEPOSITS FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAM RYAN HOMES INC	BOND REFUND/1337 HIGHPOINT CT	1,400.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 1,400.00

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

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IEDC COURSE REGISTRATION	650.00
<u>INVOICES TOTAL:</u>		<u>650.00</u>

**5000-WATER OPERATING EXPENSES**

**520025-DWC WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - FEBRUARY 22	443,473.10
<u>INVOICES TOTAL:</u>		<u>443,473.10</u>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA PHONE SERVICE	36.25
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,846.92
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
<u>INVOICES TOTAL:</u>		<u>14,176.50</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	293.71
<u>INVOICES TOTAL:</u>		<u>293.71</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,403.60
<u>INVOICES TOTAL:</u>		<u>1,403.60</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	HIGH PRESSURE ZONE MODELING	680.00
<u>INVOICES TOTAL:</u>		<u>680.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,492.77
1 NICOR GAS	GAS BILL	382.78
1 NICOR GAS	GAS BILL	114.02
1 NICOR GAS	GAS BILL	288.43
<u>INVOICES TOTAL:</u>		<u>5,278.00</u>

\*\* Indicates pre-issue check.

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**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	90.00
<b>INVOICES TOTAL:</b>		<b>90.00</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,006.26
<b>INVOICES TOTAL:</b>		<b>1,006.26</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BOOT BRUSH CLEANER	8.66
<b>INVOICES TOTAL:</b>		<b>8.66</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	63.19
<b>INVOICES TOTAL:</b>		<b>63.19</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	STANDING DESK CONVERTER	55.62
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	74.45
1 WAREHOUSE DIRECT	COFFEE/CREAMER/SUPPLIES	141.66
1 WAREHOUSE DIRECT	INK CARTRIDGES	35.79
<b>INVOICES TOTAL:</b>		<b>307.52</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL BILLS POSTAGE	2,780.07
<b>INVOICES TOTAL:</b>		<b>2,780.07</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	PLEATED AIR FILTERS	99.60
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	14.93
<b>INVOICES TOTAL:</b>		<b>114.53</b>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	CREDIT - RETURNED WATER METERS	-2,758.50
1 WATER RESOURCES INC	WATER METERS	3,081.44
1 WATER RESOURCES INC	WATER METER SUPPLIES	93.80
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	1,607.60
<b>INVOICES TOTAL:</b>		<b>2,024.34</b>

\*\* Indicates pre-issue check.

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**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA/HRCI/LUNCH MEETING	182.33
	<u>INVOICES TOTAL:</u>	<u>182.33</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA WATER CONNECTION FEE	673.63
1 CDW GOVERNMENT INC	WIRELESS CONTROLLER	197.95
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	149.00
	<u>INVOICES TOTAL:</u>	<u>1,020.58</u>

**547072-DWC CAPITAL BUY IN PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - FEBRUARY 22	36,196.20
	<u>INVOICES TOTAL:</u>	<u>36,196.20</u>

**500000-WATER FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARION D BUNYEA	REFUND/WATER BILL OVERPAYMENT	335.07
	<u>INVOICES TOTAL:</u>	<u>335.07</u>

**5090-WATER CAPITAL PROJECTS EXP**

**581038-VILLAGE SYSTEM IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	7,956.00
	<u>INVOICES TOTAL:</u>	<u>7,956.00</u>

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	293.72
	<u>INVOICES TOTAL:</u>	<u>293.72</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	755.84
	<u>INVOICES TOTAL:</u>	<u>755.84</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICE - MANHOLE PROJECT	90.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 90.00

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	37,461.99
1 NICOR GAS	GAS BILL	57.72
1 NICOR GAS	GAS BILL	161.16
1 NICOR GAS	GAS BILL	638.44
1 NICOR GAS	GAS BILL	50.04
1 NICOR GAS	GAS BILL	49.94
1 NICOR GAS	GAS BILL	52.78
1 NICOR GAS	GAS BILL	52.46
1 NICOR GAS	GAS BILL	158.60
1 NICOR GAS	GAS BILL	50.87
1 NICOR GAS	GAS BILL	160.17
1 NICOR GAS	GAS BILL	78.43
1 NICOR GAS	GAS BILL	69.95
<u>INVOICES TOTAL:</u>		<u>39,042.55</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	90.00
<u>INVOICES TOTAL:</u>		<u>90.00</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BOOT BRUSH CLEANER	8.66
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	35.83
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	133.98
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,162.57
1 UNITED LABORATORIES INC	LAB SUPPLIES	3,145.30
<u>INVOICES TOTAL:</u>		<u>4,486.34</u>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FISHER SCIENTIFIC CO	CLEANING SOLUTION	926.09
1 HAWKINS INC	CHEMICAL SUPPLIES	3,629.50
<u>INVOICES TOTAL:</u>		<u>4,555.59</u>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	SCREW EXTRACTOR SET	106.54
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	268.13
<u>INVOICES TOTAL:</u>		<u>374.67</u>

**532200-OFFICE SUPPLIES**

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

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1 AMAZON CAPITAL SERVICES INC	STANDING DESK CONVERTER	55.62
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	74.45
		<b>INVOICES TOTAL: 130.07</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL BILLS POSTAGE	2,780.06
		<b>INVOICES TOTAL: 2,780.06</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	BATTERY/SUPPLIES	41.66
1 GRAINGER	MAINTENANCE SUPPLIES	224.44
		<b>INVOICES TOTAL: 266.10</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA/HRCI/LUNCH MEETING	182.34
		<b>INVOICES TOTAL: 182.34</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOWLER ENTERPRISES LLC	NORTH NITRIFICATION TOWER REMOVAL	23,000.00
1 FOWLER ENTERPRISES LLC	SOUTH NITRIFICATION TOWER REMOVAL	23,700.00
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	398,838.45
		<b>INVOICES TOTAL: 445,538.45</b>

**5200-PARKING OPERATING EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	88.40
1 NICOR GAS	GAS BILL	351.52
1 VERIZON WIRELESS	WIRELESS SERVICES	42.12
		<b>INVOICES TOTAL: 482.04</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	METRA INTERNET SERVICE	103.76
		<b>INVOICES TOTAL: 103.76</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN ELECTRIC CONSTRUCTION CO	PAYSTATION SOFTWARE UPGRADE	1,800.00
1 AMERICAN ELECTRIC CONSTRUCTION CO	PAYSTATION REPAIRS	450.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 2,250.00

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	FAUCET INSTALLATION	450.00
<u>INVOICES TOTAL:</u>		<u>450.00</u>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	QTRLY EQUIPMENT MAINTENANCE	1,960.50
1 ROSCOE CO	MATS	278.34
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR CODE INSPECTION	41.00
<u>INVOICES TOTAL:</u>		<u>2,279.84</u>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	WALK-IN COOLER REPAIRS	630.81
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	122.12
<u>INVOICES TOTAL:</u>		<u>752.93</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	407.25
1 NICOR GAS	GAS BILL	1,375.13
<u>INVOICES TOTAL:</u>		<u>1,782.38</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BATTERIES/PENS/SUPPLIES	126.25
<u>INVOICES TOTAL:</u>		<u>126.25</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WALL MOUNT LETTER TRAY	25.96
<u>INVOICES TOTAL:</u>		<u>25.96</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	BLACK LIGHT	23.00
<u>INVOICES TOTAL:</u>		<u>23.00</u>

**5510-GOLF MAINTENANCE EXPENSES**

\*\* Indicates pre-issue check.

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**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
<b>INVOICES TOTAL:</b>		<b>75.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	551.51
1 NICOR GAS	GAS BILL	458.38
<b>INVOICES TOTAL:</b>		<b>1,009.89</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TIMECARDS/WRENCHES	33.98
1 MCCLLOUD AQUATICS	ALGAE CONTROL SERVICES	1,125.00
<b>INVOICES TOTAL:</b>		<b>1,158.98</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MID-TOWN PETROLEUM ACQUISITION LLC	AUTOMOTIVE SUPPLIES	929.38
<b>INVOICES TOTAL:</b>		<b>929.38</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TIMECARDS/WRENCHES	79.95
<b>INVOICES TOTAL:</b>		<b>79.95</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORPORATION	CLEANING SUPPLIES/LATEX GLOVES	433.83
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	113.69
<b>INVOICES TOTAL:</b>		<b>547.52</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	365.60
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	131.69
<b>INVOICES TOTAL:</b>		<b>497.29</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER SYSTEM REPAIRS	815.00
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER SYSTEM REPAIRS	4,798.00
<b>INVOICES TOTAL:</b>		<b>5,613.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 4/19/2022

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	SLICER BLADE SHARPENING	25.00
1 A MAESTRANZI SONS	KNIFE SERVICE	20.00
<b>INVOICES TOTAL:</b>		<b>45.00</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	JOB AD POSTINGS	125.81
<b>INVOICES TOTAL:</b>		<b>125.81</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	229.19
<b>INVOICES TOTAL:</b>		<b>229.19</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	GLASSWARE	96.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
<b>INVOICES TOTAL:</b>		<b>146.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	461.39
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	200.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	194.40
1 EUCLID BEVERAGE LLC	BEER PURCHASE	225.05
1 EUCLID BEVERAGE LLC	BEER PURCHASE	214.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	127.02
1 GRECO AND SONS INC	FOOD PURCHASE	270.90
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	100.00
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	138.03
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	500.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	101.22
<b>INVOICES TOTAL:</b>		<b>2,532.01</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EVAN BLUM	FOODSERVICE MGR SANITATION CLASS	97.50
1 RAMONA PRYOR	FOODSERVICE MGR SANITATION CLASS	64.50
<b>INVOICES TOTAL:</b>		<b>162.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 4/19/2022

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ARACHAS GROUP INSURANCE	LIQUOR LIABILITY RENEWAL	1,575.00
<b>INVOICES TOTAL:</b>		<b>1,575.00</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	SLICER BLADE SHARPENING	25.00
1 ALSCO	LINEN SERVICES	72.13
1 ALSCO	LINEN SERVICES	464.43
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
<b>INVOICES TOTAL:</b>		<b>619.56</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	JOB AD POSTINGS	200.00
<b>INVOICES TOTAL:</b>		<b>200.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	229.19
<b>INVOICES TOTAL:</b>		<b>229.19</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	SERVING UTENSILS/PAPER TOWELS	330.09
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	57.22
1 MLA WHOLESALE INC	FLOWERS	208.85
1 SYSCO FOOD SERVICES - CHICAGO	PLASTIC CUPS	200.48
<b>INVOICES TOTAL:</b>		<b>796.64</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	380.99
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	330.99
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	230.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,500.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	719.79
1 EUCLID BEVERAGE LLC	BEER PURCHASE	145.32
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	527.16
1 GRECO AND SONS INC	FOOD PURCHASE	1,093.57
1 GRECO AND SONS INC	FOOD PURCHASE	74.97
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	457.02
1 GRECO AND SONS INC	FOOD PURCHASE	114.90

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/19/2022**

1 GRECO AND SONS INC	FOOD PURCHASE	308.34
1 IL GIARDINO DEL DOLCE INC	PASTRIES & COOKIES	185.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	153.17
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	56.91
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	274.20
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	207.04
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	3,193.46
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	1,128.29
<b>INVOICES TOTAL:</b>		<b>11,082.11</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EVAN BLUM	FOODSERVICE MGR SANITATION CLASS	97.50
1 RAMONA PRYOR	FOODSERVICE MGR SANITATION CLASS	64.50
<b>INVOICES TOTAL:</b>		<b>162.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ARACHAS GROUP INSURANCE	LIQUOR LIABILITY RENEWAL	1,575.00
<b>INVOICES TOTAL:</b>		<b>1,575.00</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,000.00
1 CIGAR WERKS INC	CIGAR PURCHASE	631.55
1 EUCLID BEVERAGE LLC	BEER PURCHASE	228.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	708.95
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	584.01
1 LAKESHORE BEVERAGE	BEER PURCHASE	181.37
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	192.43
1 SCNS SPORTS FOODS	FOOD PURCHASE	193.20
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	459.95
<b>INVOICES TOTAL:</b>		<b>4,179.46</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICE MAY 2022	16,650.00
1 MIDWEST MECHANICAL	QUARTERLY MAINTENANCE AGREEMENT	2,859.00
<b>INVOICES TOTAL:</b>		<b>19,509.00</b>

**522700-COMPUTER SERVICES**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/19/2022**

**	1 CARDMEMBER SERVICE	MONTHLY ONLINE SUBSCRIPTION	9.00
		<u>INVOICES TOTAL:</u>	<u>9.00</u>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PLERUS	APRIL/MAY BARTLETTER	4,607.42
	<u>INVOICES TOTAL:</u>	<u>4,607.42</u>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
	<u>INVOICES TOTAL:</u>	<u>239.60</u>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	410.15
1 VERIZON WIRELESS	WIRELESS SERVICES	498.95
	<u>INVOICES TOTAL:</u>	<u>909.10</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	192.19
1 NICOR GAS	GAS BILL	1,375.53
	<u>INVOICES TOTAL:</u>	<u>1,567.72</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	RETIREMENT GIFT	211.34
1 AMAZON CAPITAL SERVICES INC	PAPER	109.40
1 AMAZON CAPITAL SERVICES INC	USB FLASH DRIVES	23.99
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	205.31
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	255.50
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	88.35
	<u>INVOICES TOTAL:</u>	<u>893.89</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HANOVER GLASS	SCREEN INSTALLATIONS	625.00
	<u>INVOICES TOTAL:</u>	<u>625.00</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	GMIS CONFERENCE REGISTRATION	125.00
	<u>INVOICES TOTAL:</u>	<u>125.00</u>

**546900-CONTINGENCIES**

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

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 4/19/2022

1 TOWN & COUNTRY GARDENS	FLOWERS	197.98
		<b>INVOICES TOTAL: 197.98</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARC IMAGING RESOURCES	LARGE FORMAT SCANNER	12,202.00
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	1.33
		<b>INVOICES TOTAL: 12,203.33</b>

**700-POLICE PENSION REVENUES**

**480510-PENSION SERVICE CREDIT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IMRF	M TAVOLACCI TRANSFER RETURN	46,852.75
1 IMRF	J TATE TRANSFER RETURN	4,079.98
		<b>INVOICES TOTAL: 50,932.73</b>

**7000-POLICE PENSION EXPENDITURES**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GARY MITCHELL	IPPFA ILLINOIS PENSION CONF REG	505.00
		<b>INVOICES TOTAL: 505.00</b>

**900000-POOLED CASH & INVESTMENT FUND**

**100002-CASH - MONEY MARKET**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FISERV/BASTOGNE INC	FISERV ONLINE RETURN	91.09
		<b>INVOICES TOTAL: 91.09</b>

**GRAND TOTAL: 1,300,568.20**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
INVOICES DUE ON/BEFORE 4/19/2022

GENERAL FUND	148,280.81
DEVELOPER DEPOSITS FUND	1,400.00
BREWSTER CREEK TIF MUN ACCT	650.00
WATER FUND	517,389.66
SEWER FUND	498,585.73
PARKING FUND	3,285.80
GOLF FUND	38,560.34
CENTRAL SERVICES FUND	40,887.04
POLICE PENSION FUND	51,437.73
POOLED CASH & INVESTMENT FUND	91.09
<b>GRAND TOTAL</b>	<b>1,300,568.20</b>

\*\* Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2021/22 as of February 28, 2022

Fund	1/31/2022	Receipts	Disburse- ments	2/28/2022
General	19,419,275	2,133,536	1,877,407	19,675,403
MFT	4,455,173	140,242	0	4,595,415
Debt Service	469,758	9,788,955	9,827,995	430,718
Capital Projects	2,808,438	66	0	2,808,503
Municipal Building	1,004,134	5,071	0	1,009,205
Developer Deposits	2,484,116	16,143	0	2,500,259
59 & Lake TIF	(2,591)	0	0	(2,591)
BC Municipal TIF	1,384,206	67	46,559	1,337,714
Bluff City TIF Municipal	170,282	8	0	170,290
Water	2,992,569	936,280	678,440	3,250,409
Sewer	21,802,064	542,134	320,444	22,023,754
Parking	(133,721)	2,233	9,430	(140,918)
Golf	(358,988)	54,450	112,790	(417,328)
Central Services	959,476	126,875	140,775	945,576
Vehicle Replacement	4,203,009	49,568	0	4,252,577
<b>TOTALS</b>	<b>61,657,198</b>	<b>13,795,627</b>	<b>13,013,840</b>	<b>62,438,985</b>

Detail of Ending Balance					
	Cash	Investments	Assets/Liab.	Net	2/28/2022
	15,304,608	4,069,707	301,087	19,675,403	
	3,410,767	774,034	410,613	4,595,415	
	335,750	93,865	1,103	430,718	
	33,174	9,275	2,766,054	2,808,503	
	569,892	159,324	279,989	1,009,205	
	220,212	1,604,421	675,626	2,500,259	
	691,944	193,446	(887,981)	(2,591)	
	1,072,167	299,744	(34,198)	1,337,714	
	133,084	37,206	0	170,290	
	4,838,389	1,352,634	(2,940,614)	3,250,409	
	2,336,423	653,163	19,034,169	22,023,754	
	0	0	(140,918)	(140,918)	
	0	0	(417,328)	(417,328)	
	625,062	174,748	145,766	945,576	
	1,487,770	415,934	2,348,872	4,252,577	
<b>TOTALS</b>	<b>31,059,244</b>	<b>9,837,500</b>	<b>21,542,240</b>	<b>62,438,985</b>	

BC Project TIF	7,788,534	309,886	4,146,220	3,952,200
Bluff City Project TIF	7,987	0	0	7,987
Bluff City SSA Debt Srv.	34,677	1	0	34,678
Police Pension	59,627,700	(1,172,704)	234,584	58,220,412

  
 Todd Dowden  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2021/22 as of February 28, 2022

Fund	Revenues			Expenditures			
	Actual	Current Year Budget	Percent	Actual	Current Year Budget	Percent	Prior YTD %
General	23,415,938	25,213,747	92.87%	20,912,166	26,297,809	79.52%	76.40%
MFT	1,921,777	2,530,256	75.95%	1,654,495	3,170,000	52.19%	80.81%
Debt Service	12,388,604	3,015,233	410.87%	12,842,988	3,018,675	425.45%	472.47%
Capital Projects	2,766,062	100	100.00%	0	0	0.00%	0.00%
Municipal Building	8,587	5,000	171.73%	438	375,000	0.12%	6.74%
Developer Deposits	202,917	375,000	54.11%	125,637	626,958	20.04%	0.00%
Bluff City SSA	393,432	923,983	42.58%	988,075	1,015,175	97.33%	94.30%
59 & Lake TIF	0	61,000	0.00%	2,591	61,000	4.25%	22.46%
Bluff City Municipal TIF	52,206	35,100	148.74%	0	105,000	0.00%	0.00%
Bluff City Project TIF	2,186,694	2,030,500	107.69%	2,186,655	2,030,000	107.72%	28.33%
Brewster Creek Municipal TIF	937,670	875,500	107.10%	512,127	1,207,867	42.40%	42.49%
Brewster Creek Project TIF	7,914,394	9,090,000	87.07%	8,031,594	9,088,040	88.38%	133.37%
Water	10,614,798	12,237,500	86.74%	8,658,844	13,264,853	65.28%	71.56%
Sewer	5,579,015	22,967,000	24.29%	4,930,504	27,258,677	18.09%	55.12%
Parking	30,113	100,000	30.11%	112,148	272,787	41.11%	49.07%
Golf	2,076,907	2,414,258	86.03%	1,972,771	2,401,103	82.16%	70.62%
Central Services	1,218,900	1,456,404	83.69%	1,047,561	1,450,904	72.20%	70.93%
Vehicle Replacement	514,430	605,770	84.92%	223,574	659,619	33.89%	75.25%
Police Pension	2,878,617	6,333,403	45.45%	2,446,325	6,333,403	38.63%	38.87%
Subtotal	75,101,062	90,269,754	83.20%	66,648,494	98,636,870	67.57%	87.27%
Less Interfund Transfers	(3,913,768)	(4,886,665)	80.09%	(3,913,768)	(4,886,665)	80.09%	79.86%
Total	71,187,294	85,383,089	83.37%	62,734,726	93,750,205	66.92%	87.71%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2021/22 as of February 28, 2022

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	9,834,550	11,541,646	85.21%	83.00%
Sales Taxes (General Fund)	2,893,420	3,400,000	85.10%	79.60%
Income Taxes	4,975,985	4,560,000	109.12%	90.13%
Telecommunications Tax	360,787	480,000	75.16%	78.21%
Home Rule Sales Tax	2,126,707	2,380,000	89.36%	70.65%
Real Estate Transfer Tax	1,131,040	850,000	133.06%	141.54%
Use Tax	1,323,679	900,000	147.08%	102.91%
Building Permits	707,337	650,000	108.82%	100.68%
MFT	1,468,042	1,620,000	90.62%	77.08%
Water Charges	10,358,888	12,000,000	86.32%	87.47%
Sewer Charges	5,324,286	6,075,000	87.64%	73.05%
Interest Income	14,173	45,600	31.08%	41.01%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2021/22 as of February 28, 2022

Fund	Actual	Current Year		Percent
		Budget	Budget	
<b>Golf Program</b>				
Revenues	1,248,545	1,363,258		91.59%
Expenses	1,084,560	1,340,168		80.93%
Net Income	163,985	23,090		710.20%
<b>F&amp;B - Restaurant</b>				
Revenues	130,129	150,000		86.75%
Expenses	308,398	335,184		92.01%
Net Income	(178,269)	(185,184)		96.27%
<b>F&amp;B - Banquet</b>				
Revenues	560,144	765,000		73.22%
Expenses	515,367	661,251		77.94%
Net Income	44,777	103,749		43.16%
<b>F&amp;B - Midway</b>				
Revenues	138,089	136,000		101.54%
Expenses	64,446	64,500		99.92%
Net Income	73,643	71,500		103.00%
<b>Golf Fund Total</b>				
Revenues	2,076,907	2,414,258		86.03%
Expenses	1,972,771	2,401,103		82.16%
Net Income	104,135	13,155		791.60%

Sales Taxes

Month	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22
May	137,931	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540
June	168,284	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635
July	175,701	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678
August	191,865	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855
September	190,899	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874
October	180,797	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302
November	179,526	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608
December	165,188	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214
January	181,865	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703
February	161,047	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927
March	168,154	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	
April	147,189	151,678	141,054	149,630	167,837	180,413	170,866	193,930	211,072	
<b>Total</b>	<b>2,048,447</b>	<b>2,083,807</b>	<b>2,076,100</b>	<b>2,210,232</b>	<b>2,352,909</b>	<b>2,440,227</b>	<b>2,401,729</b>	<b>2,532,977</b>	<b>2,468,994</b>	<b>2,909,336</b>

% increase 3.43% 1.73% -0.37% 6.46% 6.46% 3.71% -1.58% 5.46% -2.53% 56.93%

Budget 1,975,000 2,010,000 2,075,000 2,115,000 2,205,000 2,400,000 2,425,000 2,460,000 2,575,000 3,400,000

# VENDOR WARRANT DETAIL

## BARTLETT VILLAGE TREASURER

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

### PAYMENTS NOTIFICATIONS

[Return Back](#)

Warrant/EFT#: EF 0021803

<b>Fiscal Year</b>	2022	<b>Issue Date</b>	02/04/22
<b>Warrant Total</b>	\$312,926.52	<b>Warrant Status</b>	

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2092160	2A2092160	\$312,926.52

### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$312,926.52	DISTRIBUTE MUNI/CNTY SALES TAX

### Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 02/03/2022
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: NOV. 2021 COLL MO: DEC. 2021 VCHR MO: FEB. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
May	89,115	104,788	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647
June	75,066	71,924	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322
July	87,721	84,361	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127
August	87,924	99,063	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687
September	76,347	70,076	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475
October	83,510	90,026	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236
November	89,027	77,655	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611
December	85,014	103,117	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239
January	82,788	90,866	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177
February	70,348	83,687	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768
March	83,251	65,802	37,978	77,861	75,544	80,062	77,761	131,268	116,673	
April	70,866	75,969	95,841	93,782	90,224	94,326	91,212	122,218	135,751	
Subtotal	980,978	1,017,334	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,367,288
Plus:										
High Growth	29,031	37,678	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771
Jobs Now	179,796	179,796	359,592							
Rebuild Illinois										
Total	1,189,805	1,234,808	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	1,357,885	1,881,687
Budget	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000
Annual Inc in \$										
only MFT Allocations	-6.80%	3.71%	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	-14.06%



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

March 2, 2022

Bartlett

## **MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR FEBRUARY, 2022**

Beginning Unobligated Balance		<b>\$8,129,828.59</b>
Motor Fuel Tax Fund Allotment	\$46,487.90	
MFT Transportation Renewal Fund Allotment	\$50,280.36	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$96,768.26</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$8,226,596.85</b>

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**PROCESSED TRANSACTIONS:**

# COMMISSION RECOGNITIONS

## Plan Commission

Austin Hopkins	10 Years
Mark Hopkins	25 Years
Jerry Kallas	29 Years
Julie Kapadoukakis	4 Months
James Lemberg	42 Years
John Miaso	9 Years

## Zoning Board of Appeals

Joe Banno	7 Years
Bob Bucaro	10 Years
Charlie Deveaux	2 Years
George Koziol	19 Years
Michelle Sarwas	2 Years
Mike Werden	42 Years

**A PROCLAMATION CELEBRATING  
THE 20<sup>th</sup> ANNIVERSARY OF ARTS IN BARTLETT**

**WHEREAS**, on Monday, April 29, 2002, about 60 people gathered at Bartlett Public Library to explore the possibility of a local arts council that would encourage education, participation and appreciation of the cultural arts in the Village of Bartlett; and

**WHEREAS**, after just two public meetings to gauge community support for such a group, "Arts in Bartlett" was born and quickly recruited a board of directors, secured \$2,000 in seed money from a philanthropic donor and began working to attain nonprofit status and gain widespread exposure in the village; and

**WHEREAS**, since its start, Arts in Bartlett has been the cultural arts anchor in the community, bringing us monthly exhibits in the art gallery at Bartlett Village Hall; partnering with the village to help establish Miaoli City as our Sister City in Taiwan; supplementing art education in Bartlett elementary schools; and helping to bring public art to the downtown; and

**WHEREAS**, the all-volunteer organization has grown and changed during its 20-year history, moving four times, until in 2014 it opened the Bartlett Center for the Arts in our downtown, which allows for expanded services to the community in the form of larger gallery space, children's art teachers, music studios offering piano, voice, and cello lessons, a fashion design stylist and a community room for networking events and performances; and

**WHEREAS**, Arts in Bartlett mounted the village's first-ever juried art fair in August of 2003, that by 2017 had evolved into the Global Arts Festival, a colorful, exciting, inclusive weekend of multicultural music, art, crafts, dance and food, celebrating the diversity and the many nationalities within our community and this summer planned for June 11 & 12 at the Bartlett Park District's Jim Jenson Pavilion; and

**WHEREAS**, the Village of Bartlett has a proud record of supporting and promoting Arts in Bartlett, recognizing the vital role it plays in our civic and economic well-being.

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby wish Arts in Bartlett and all of its members and friends a very happy 20<sup>th</sup> anniversary, and furthermore, we thank this outstanding group for everything it does to fulfill its mission, "to celebrate the arts and personal creativity so that the community and each individual is enriched."

Dated this 19th day of April 2022



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Kevin Wallace, Village President

## ARBOR DAY PROCLAMATION

**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world, and

**WHEREAS**, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

**WHEREAS**, trees in our village increase property values, enhance the economic vitality of business areas, and beautify our community, and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE, I**, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, do hereby proclaim April 29, 2022 as Arbor Day in the Village of Bartlett, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

**FURTHER**, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 19<sup>th</sup> day of April 2022



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Kevin Wallace, Village President



# Agenda Item Executive Summary

Item Name      Hanover Township - Annexation & Development Agreement      Committee or Board      Board

## BUDGET IMPACT

Amount:      N/A      Budgeted      N/A

List what fund      N/A

## EXECUTIVE SUMMARY

Attached is an ordinance approving and directing the execution of the Annexation and Development Agreement for the Hanover Township Campus Expansion. The Annexation and Development Agreement pertains to the 14.4-acre west unincorporated parcel, the 3.497-acre east incorporated parcel and includes the phasing plan for the entire 17.897 acres located immediately south of the existing Hanover Township Campus.

## ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance, annexation and development agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve *Ordinance #2022-\_\_\_\_\_ An Ordinance Approving and Directing the Execution of the Annexation and Development Agreement Between Hanover Township and the Village of Bartlett for the Hanover Township Campus Expansion*
- Motion

Staff:      Roberta Grill, Planning & Dev Services Director      Date:      4/6/2022

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**22-30**

DATE: April 6, 2022  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, PDS Director   
RE: Hanover Township Annexation and Development Agreement

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Attached is an ordinance approving and directing the execution of the Annexation and Development Agreement for the Hanover Township Campus Expansion. The Annexation and Development Agreement pertains to the 14.4-acre west unincorporated parcel, the 3.497-acre east incorporated parcel and includes the phasing plan for the entire 17.897 acres located immediately south of the existing Hanover Township Campus.

The ordinance and annexation and development agreement are attached for your review.

**RECOMMENDATION**

***Move to approve Ordinance #2022- \_\_\_\_\_ An Ordinance Approving and Directing the Execution of the Annexation and Development Agreement Between Hanover Township and the Village of Bartlett for the Hanover Township Campus Expansion***

ORDINANCE 2022- \_\_\_\_\_

AN ORDINANCE APPROVING AND DIRECTING THE  
EXECUTION OF THE ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN  
HANOVER TOWNSHIP AND THE VILLAGE OF BARTLETT FOR THE HANOVER  
TOWNSHIP CAMPUS EXPANSION

---

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

**SECTION ONE:** That the Annexation and Development Agreement between Hanover Township and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein (the "Agreement"), is hereby approved.

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

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED:** April 19, 2022

**APPROVED:** April 19, 2022

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

**ATTEST:**

\_\_\_\_\_  
Lorna Giless, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022-\_\_enacted on April 19, 2022 and approved on April 19, 2022, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giless, Village Clerk

**ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE  
VILLAGE OF BARTLETT AND HANOVER TOWNSHIP**

This Annexation and Development Agreement (the “Agreement”), made and entered into at Bartlett, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the VILLAGE OF BARTLETT, a municipal corporation, in the State of Illinois and home rule unit of local government (the “Village”), by and through the President and Board of Trustees (the “Corporate Authorities”), and HANOVER TOWNSHIP, a body politic and corporate with its principal office located at 250 South Illinois Route 59, Bartlett, Illinois, 60103 (the “Petitioner” or “Owner/Developer”).

**RECITALS:**

**WHEREAS**, the Village is a municipal corporation organized and existing under the laws of the State of Illinois and is a home rule unit of government; and

**WHEREAS**, the Owner/Developer is the owner of record of certain real estate consisting of approximately 17.897 acres (the “Property”), which is legally described in **Exhibit A**, attached hereto, and incorporated herein by this reference, which is comprised of two legally described parcels of real estate, one of which already lies within the corporate limits of the Village of Bartlett, that being the real estate consisting of approximately 3.497 +/- acres which is legally described on **Exhibit A-1** attached hereto, with Permanent Index Numbers (“PINs”) 06-33-401-007 and 06-33-401-008 (alternatively referred to herein as the “HT Incorporated Parcels” or the “HT Incorporated Real Estate”), and a second parcel of real estate consisting of 14.4 +/- acres which is legally described on **Exhibit A-2** attached hereto, with PIN 06-33-403-031 (alternatively referred to herein as the “West Unincorporated Parcel” or the “Property Sought to be Annexed”), which lies in unincorporated Cook County, Hanover Township, and is immediately adjacent and contiguous to the HT Incorporated Parcels; and

**WHEREAS**, this Agreement concerns not only the annexation of the West Unincorporated Parcel also legally described and depicted on the Plat of Annexation attached hereto as **Exhibit B**, but the development of the West Unincorporated Parcel sought to be annexed, and the development of the HT Incorporated Real Estate, which together comprise the Property; and

**WHEREAS**, the Property Sought to be Annexed constitutes territory which is contiguous to the corporate limits of the Village, is not within the corporate limits of any municipality, and has no electors residing thereon, and may, therefore, be annexed to the Village as provided in 65 ILCS 5/7-1-8, upon submittal of a Petition for Annexation of the Property signed by the Owner/Developer; and

**WHEREAS**, the Owner/Developer desires to have the West Unincorporated Parcel annexed to the Village, and has filed its sworn Petition for Annexation pursuant to 65 ILCS 5/7-1-8 with the Village Clerk, which is incorporated herein by this reference, requesting annexation of the Property Sought to be Annexed upon certain terms and conditions set forth below; and

**WHEREAS**, the Owner/Developer desires to develop the entire Property for the Hanover Township Campus Expansion in three (3) phases, in accordance with the Phasing Plan and Preliminary Overall PUD Plan submitted by the Owner/Developer as identified and defined in Section I.A. of this Agreement, and attached hereto as **Exhibit C**, as follows:

- Phase 1: Construction of Emergency Services Station;
- Phase 2: Renovation of existing structure to accommodate offices for Facilities and Road Maintenance Administrative Offices, including extension of utilities to serve said structure (2 to 4 years); and
- Phase 3: Construction of Township Cemetery (3 to 8 years);

**WHEREAS**, in addition to its Petition for Annexation of the Property Sought to be Annexed to the Village of Bartlett, the Owner/Developer has heretofore submitted to the Village its petition (the “Land Use Approvals Petition”) for the enactment of all ordinances required to approve the following: (i) consolidate the Property from two parcels (currently made up of three PINs) to one parcel or zoning lot by the approval and recording of a Plat of Consolidation attached hereto as **Exhibit D**; (ii) Amendment to the Village of Bartlett Future Land Use Plan for the Property from Residential to Municipal/Institutional; (iii) rezone the Property Sought to be Annexed the from ER-1 (Estate Residence) Zoning District, the zoning district to which property is automatically zoned upon its annexation to the Village, to the P-1 (Public Land) Zoning District and rezone the HT Incorporated Real Estate from the ER-1 (Estate Residence) Zoning District to the P-1 (Public Land) Zoning District; (iv) the grant of Special Use Permits for (a) the future township cemetery planned in the northwest corner of the Property (Phase 3), (b) the planned use of two (2) principal structures on one parcel or zoning lot, (c) the disturbance and mitigation of wetlands on the site, and (d) a planned unit development (“PUD”) for the Property; and (v) approval of the following additional plans: (a) a Phasing Plan and Preliminary Overall PUD Plan attached hereto as **Exhibit C**, (b) a Phase 1 Final Site/PUD Plan attached hereto as **Exhibit E**, (c) Building Elevations for Emergency Services Station attached hereto as **Exhibit F**, and (d) Phase 1 Landscape Plan attached hereto as **Exhibit G** (collectively the “Land Use Approvals”); and

**WHEREAS**, the Bartlett Plan Commission (the “Plan Commission”) held a public hearing March 10, 2022, on the Owner/Developer’s Land Use Approvals Petition requesting: (i) consolidation of the Property from the two existing parcels (consisting of three PINS) into one parcel or zoning lot; (ii) an amendment to the Village’s Future Land Use Plan from Residential to Municipal/Institutional; (iii) rezoning of the Property to P-1 Public Land District with a PUD to be developed in phases in accordance with the Phasing Plan and Preliminary Overall PUD Plan; (iv) the grant of special use permits for (a) the future township cemetery planned in the northwest corner of the Property, (b) the disturbance and mitigation of the existing wetland found on the northeast portion of the Property, (c) the planned use of two (2) principal structures on one parcel or zoning lot, and (d) a Planned Unit Development (collectively, the “Special Use Permits”); and (v) approval of the following plans: a) a Phasing Plan and Preliminary Overall PUD Plan attached hereto as **Exhibit C**, (b) a Phase 1 Final Site/PUD Plan attached hereto as **Exhibit E**, (c) Building Elevations for Emergency Services Station attached hereto as **Exhibit F**, and (d) Phase 1 Landscape Plan attached hereto as **Exhibit G**; hereinafter collectively referred to and defined as the “Phasing and Preliminary Overall PUD Plan for the Property and Final PUD for Phase 1”; and

**WHEREAS**, said public hearing before the Plan Commission was held pursuant to a public notice published in a newspaper of general circulation in the Village not less than 15 nor more than 30 days prior to said public hearing, and written notice was mailed by certified mail, return receipt requested, addressed to all owners of property located within 250 feet of the perimeter of the Property, excluding public right-of-way, with a certified copy of the newspaper's Certificate of publication and copies of the mailed notice and returned receipts filed by the Owner/Developer with the Village Clerk; and

**WHEREAS**, the Plan Commission has made its report to the Corporate Authorities regarding the Hanover Township Campus Expansion, including its recommendation of approval of the Land Use Approvals Petition and the consolidation of the Property from two existing parcels (3 PINS) into one parcel or zoning lot, approving of an amendment to the Village's Future Land Use Plan with respect to the Property; rezoning of the Property to the P-1 (Public Land) District with a PUD, the grant of the Special Use Permits, and approval of the Phasing and Preliminary PUD Plan for the Property and Final PUD Plan for Phase 1; and

**WHEREAS**, written notices of the proposed annexation of the Property Sought to be Annexed were sent to the Trustees of the Bartlett and Countryside Fire Protection District and the Trustees of the Bartlett Library District, and the Trustees of the Bartlett Park District copies of which are on file with the Village Clerk and are incorporated herein by reference; and

**WHEREAS**, written notices of the proposed annexation of the Property Sought to be Annexed were sent to the Hanover Township Supervisor and to the Superintendent of Schools for Elgin School District No. U-46, copies of which are on file and are incorporated herein by reference; and

**WHEREAS**, the Village, upon acceptance of this Agreement, and subject to compliance with statutory notice requirements, agrees to pass an ordinance to annex the Property Sought to be Annexed to the Village (the "Annexation Ordinance"), with an accurate map of the territory to be annexed attached thereto, and to pass one or more ordinances approving and granting the Land Use Approvals; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") have held a public hearing on this Annexation Agreement pursuant to public notice published in a newspaper of general circulation in the Village not less than 15 nor more than 30 days prior to said public hearing, a copy of said newspaper's certificate of publication having been filed by the Owner/Developer with the Village Clerk; and

**WHEREAS**, the Corporate Authorities caused a notice stating that annexation of the Property Sought to be Annexed (as described in said notice) is contemplated, and published said notice in a newspaper of general circulation within the territory to be annexed not less than ten (10) days before the passage of the Annexation Ordinance, and sent written notice to the taxpayer of record of the Property Sought to be Annexed not less than fifteen (15) days before the passage of the Annexation Ordinance; and

**WHEREAS**, this Agreement is being entered into pursuant to the provisions of 65 ILCS 5/11-15.1-1 through 11-15.1-5, and pursuant to the Village's general police power conferred by the Illinois Constitution, Article 7, Section 6(a), to home rule municipalities;

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:**

**I. ANNEXATION AND REZONING.**

The Owner/Developer has filed with the Village a sworn Petition to Annex the Property Sought to be Annexed pursuant to 65 ILCS 5/7-1-8 which is on file with the Village Clerk. The Owner/Developer represents and warrants that it is the sole owner of the Property Sought to be Annexed, that it holds fee simple title thereto, and that no electors reside on the Property Sought to be Annexed. The Village agrees to pass an ordinance approving of this Annexation and Development Agreement, and an ordinance annexing the Property Sought to be Annexed to the Village. The Village further agrees to adopt all such ordinances approving and/or granting rezoning, granting of the Special Use Permits, and approving the Phasing and Preliminary PUD Plan for the Property and Final PUD Plan for Phase 1 necessary to effectuate the provisions of this Agreement. Specifically, the Village agrees that at the same meeting at which this Agreement is approved by ordinance, or at its next succeeding regular Board meeting thereafter, it will enact (1) an ordinance to annex the Property Sought to be Annexed to the Village; and (2) an ordinance, hereinafter referred to as the "Hanover Township Campus Expansion Rezoning & Development Ordinance," which: (a) consolidates the Property from the two existing parcels (currently 3 PINs) into one parcel by the approval of the William Tiknis Campus Expansion Plat of Consolidation prepared by Thomas Engineering Group, LLC dated 9/1/21, last revised 1/24/22, attached here to as **Exhibit D** (the "Plat of Consolidation"); (b) amends the Village Future Land Use Plan for the Property from Residential to Municipal/Institutional, (c) rezones the Property from ER-1 Estate Residence Zoning District to P-1 Public Land Zoning District with a special use permit for a PUD under the Village of Bartlett Zoning Ordinance (the "Bartlett Zoning Ordinance"); (d) grants Special Use Permits for (i) the future township cemetery planned in the northwest corner of the parcel, (ii) the planned use of two (2) principal structures on one parcel or zoning lot, (iii) the disturbance and mitigation of wetlands on the Property, (iv) a planned unit development for the Property to be developed in accordance with the Phasing Plan and Preliminary Overall PUD Plan; and (d) approves of the following plans: (i) Phasing Plan and Preliminary Overall PUD Plan prepared by Thomas Engineering Group, LLC, dated 9/14/21, last revised 3/1/22 attached hereto as **Exhibit C**; (ii) the Phase 1 Final Site/PUD Plan prepared by Thomas Engineering Group LLC dated 9/12/21 last revised 3/7/22 attached hereto as **Exhibit E** (the "Phase 1 Final Site/PUD Plan"); (iii) the Phase 1 Landscaping Plan prepared by Thomas Engineering Group, LLC dated 9/14/21, last revised 3/7/22) attached hereto as **Exhibit G** (the "Phase 1 Landscape Plan").

The Hanover Township Campus Expansion Rezoning & Development Ordinance shall be subject to the following conditions:

1. Approval by the Village Engineer of the final engineering plans for the Hanover Township Expansion Project to be prepared and finalized by Thomas Engineering Group, LLC, which substantially conform with the preliminary engineering plans also prepared by Thomas Engineering Group, LLC dated 9/14/21, last revised 3/7/22, consisting of 161 sheets (the "Preliminary Engineering Plans"), and which final engineering plans shall meet the requirements of the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance") as the same may be amended before they are approved by the Village Engineer, and which shall include without limitation, an engineering development plan and detail for the entire Property with respect to grading, private roads, private sidewalks, and bike/walking paths and other private improvements, as well as the public improvements, including, but not limited to (1) water transmission mains, including domestic and fire flow; (2) sanitary interceptor and collector sewer lines to connect to the Village's sanitary sewer collection system; (3) stormwater management, including, but not limited to, the acre feet of stormwater storage necessary for the Property and on-site and off-site floodwater routing; and (4) a Phase 1 utility plan which clearly shows which utilities are proposed for Phase 1 and an engineer's estimate of probable cost ("EEOC") for Phase 1 (collectively, the "Final Engineering Plans"). With each subsequent Phase, the Owner/Developer's Engineer shall submit updated EEOC's.
2. Delivery to the Village of an executed Public Improvements Completion Agreement ("PICA") in a form as incorporated in the Subdivision Ordinance, except for such modifications thereto as approved by the Village Attorney. A new or amended PICA with updated EEOC's shall be required before a building permit or development permit issues for Phases 2 and 3.
3. Submittal of a letter of credit or performance and payment bonds from a financial institution or surety meeting at least the minimum requirements therefor set forth in the Subdivision Ordinance, issued on behalf of the Owner/Developer or by the Owner/Developer's general contractor or construction manager to guarantee that for such of the following items: site grading; on-site and off-site underground improvements, including but not limited to water mains, vaults, and valve vaults, sanitary sewer mains and manholes and any required force main; curb cuts and driveway approaches; and all stormwater facilities, including storm sewer underground items, detention items, erosion control, sidewalk or bicycle path; stormwater management improvements and landscaping improvements (collectively, the "Public Improvements") will be timely completed, fully paid for, and maintained for a period of 18 months after acceptance of the Public Improvements for each phase of the development of the Property by the Corporate Authorities. The amount of such security for each phase shall be as approved by the Village Engineer based on the engineer's estimates prepared by the Owner/Developer's engineer as may be accepted by the Village Engineer, in his reasonable discretion, and the form of such security shall be as set forth in the Subdivision Ordinance, except as modified and approved by the Village Attorney. The Public Improvements for a given phase shall be completed and fully paid for within 12 months of when construction thereof commences, and when completed

and approved by the Village Engineer to go into maintenance, the Owner/Developer, or its contractor or construction manager, shall have furnished a maintenance letter of credit or maintenance bond in form and substance as provided in the Subdivision Ordinance. In the event any of the Public Improvements are damaged as a result of construction activities on the Property, or in connection with the installation and construction of the off-site Public Improvements, all such damage shall be promptly repaired, or caused to be repaired, by the Owner/Developer without cost to the Village.

4. All landscape improvements shall be in compliance with the landscaping requirements set forth in Chapter 11A of the Zoning Ordinance, and the final landscape plan approved by the Village for the applicable phase of the development and shall be subject to the inspection, review and approval of the Bartlett Planning and Development Services Department (the "PDS Department") to confirm that the landscape improvements as installed conform to said ordinance and the approved landscape plan and at the time of inspection are living and are likely to survive.
5. Approval of all curb cuts and curb cut improvements by the Illinois Department of Transportation ("IDOT"). Approval by the Highway Department or IDOT of the proposed curb cuts as depicted on the Site Development Plan on Route 59, and the Owner/Developer's agreement to construct such turn lanes, acceleration lanes, deceleration lanes, road markings, and traffic control devices and measures recommended by the Highway Department, if any.
6. Approval of building elevation plans consistent with the Building Elevations for Emergency Services Station attached hereto as **Exhibit F**, with colors and materials, dimensions and height of buildings labeled thereon, shall be submitted to the PDS Department with any building plans submitted for a building permit.
7. Commencement of Construction. No construction of any private improvements or any Public Improvements in any phase shall be commenced prior to submission of the letters of credit or performance and payment bonds as required in paragraph 3 of this Section; and certificates of insurance from the Owner/Developer, or the general contractor, or prime contractors, or construction manager hired by the Owner/Developer to construct the Public Improvements have been furnished to the Village evidencing that each has in place commercial general liability, automobile, workers compensation and employers liability insurance in such amounts and coverages satisfactory to the Village and naming the Village as an additional insured thereon.
8. Landscaping for each phase shall be planted and installed within one (1) year of the issuance of a building permit for that phase and shall be in substantial conformance with the preliminary Landscape Plan approved for the applicable phase, except as modified to accommodate the PDS Department final comments and approval thereof (the "Final Landscape Plan") and shall be installed (weather permitting) prior to the issuance of an occupancy permit for the building being developed on

the Property for the applicable phase of development. If due to weather landscaping cannot be installed at the time of occupancy of any unit, a conditional occupancy permit may issue provided a landscape bond has been submitted to the PDS Department prior to issuance of any such conditional occupancy permit. The landscape bond shall be issued by a surety company authorized by the Illinois Department of Insurance to issue and sign sureties, and shall be in an amount equal to 110% of the contract sum on an executed contract between the Owner/Developer and a licensed, insured, and bonded landscape contractor, otherwise as estimated by the landscape architect or engineering firm that prepared the Final Landscape Plan for the applicable phase.

9. All Public Improvements shall be constructed and installed in strict conformance with the Final Engineering Plans and the Subdivision Ordinance, and the Property shall be developed in accordance with the Final Site/PUD Plan for the applicable phase and in conformance with the Bartlett Building Code and other ordinances of the Village, and all Federal, State, and County laws, statutes, ordinances, and regulations in effect at the time the building permit or development permit for the applicable phase is issued. Minor modifications to any approved Final Site/PUD Plan shall not require an amendment to this Agreement, and may be approved by the PDS Director.
10. Development of Phases 2 and 3 shall require approval by ordinance of a Final Site/PUD Plan and final landscape plan for the applicable phase, and Owner/Developer shall submit engineer's estimates for the Public Improvements proposed to be constructed in the applicable phase, and a new Public Improvements Completion Agreement ("PICA") or an amendment to the PICA approved for Phase 1, shall be submitted to the Village and may be executed by the Village Administrator on behalf of the Village, together with new or amended security in the form of a letter of credit or performance bond and payment bond to guaranty completion and full payment of the public improvements of the applicable phase of development of the Property.
11. Compliance with all the terms and conditions of this Annexation and Development Agreement.
  - A. This Agreement in its entirety, at the option of the Owner/Developer, shall be null, void and of no force and effect unless the Property Sought to be Annexed is validly annexed to the Village and validly zoned and classified in accordance with and as contemplated by this Agreement, and this Agreement has been fully executed by all Parties.

## **II. PLAT OF ANNEXATION**

Subject to compliance with the statutory notice requirements set forth in Section 7-1-13 of the Municipal Code (65 ILCS 5/7-1-13), as amended, immediately following the adoption of an ordinance approving of this Annexation Agreement, the Corporate Authorities of the Village shall pass an ordinance annexing the Property Sought to be Annexed to the Village

of Bartlett. Owner/Developer hereby consents to the passage of the Annexation Ordinance. The Village shall cause the Village Clerk to record the Annexation Ordinance after its passage, together with the Map of the Territory Annexed to the Village of Bartlett prepared by Thomas Engineering Group, LLC dated April 4, 2022, and attached hereto as **Exhibit D** and expressly incorporated herein (the "Plat of Annexation") with the Cook County Recorder of Deeds.

### III. UTILITY IMPROVEMENTS.

- A. Off Site. Owner/Developer shall pay for and be responsible for the design, engineering, construction engineering and all other costs for installation of all off site (as well as on site) Public Improvements necessary (as determined in accordance with the Bartlett Building Code, the Subdivision Ordinance, the Village's ordinances of general applicability, or as reasonably required by the Village) for the Property and for all Public Improvements related to any development of the Property, and shall submit such additional engineering as requested by the Village Engineer for the areas falling outside of the Property. All such off site and on-site improvements for each phase shall be included in the guarantee for completion for each applicable phase of development. The off-site utility improvements to be required shall be those necessary to service the Property as shown on the Final Engineering Plans as may be approved by the Village Engineer.
- B. Wastewater Treatment Facilities - Public Sewer. The Village agrees that the Owner/Developer may connect to and extend the existing municipal wastewater collection system and that such connections shall be permitted upon payment of the Village's normal connection fees in force and effect at the time of connection, which the Owner/Developer agrees to pay. The Village, and the Owner/Developer agrees that the Property will be served by the MSDGC. If requested by the Village, the Owner/Developer shall also convey easements for access and for utilities, including, but not limited to, water, sanitary sewer, storm sewer, drainage, electric, telephone, cable television and natural gas as may be determined by the Village Engineer. Unless otherwise agreed herein, the utilities required under this provision shall be those necessary to serve the Property and be as shown on the Preliminary Engineering Plans.
- C. Water Supply and Water System Improvements. The Village agrees that the Owner/Developer may connect to and extend the existing municipal water distribution system, and that such connection shall be permitted upon payment of the Village's normal connection fees in force and effect at the time of connection, which the Owner/Developer agrees to pay.
- D. Existing Wells. The Village will allow the two existing wells on the property identified on the Overall Utility Plan (Sheet C9.0) as the "EX-WELL - GUEST HOUSE" and "EX-WELL MAIN HOUSE", to remain in place and be used for non-potable water uses including landscape irrigation, maintaining natural water features, and emergencies (the "Non-Potable Purposes"); provided, however, that when a public water supply service line has been extended to the Guest House, the Guest House well

on the property shall be disconnected from the Guest House building before that building or a replacement building is connected to the Village's municipal water supply system to eliminate any cross-connection and cross-contamination. The Owner/Developer may thereafter install and utilize a yard hydrant to draw water from that well to water and establish new landscaping for Phase 1 and for the other Non-Potable Purposes. The existing well at the Main House may also remain uncapped and can be used for Non-Potable Purposes, including to irrigate the cemetery if and when it is developed; provided, however, that when a public water supply service line has been extended to the Main House as part of the Phase 3 Work, the Main House well shall first be disconnected from the Main House building before that building is connected to the Village's municipal water supply system to eliminate any cross-contamination. Thereafter, the Owner/Developer may install and utilize a yard hydrant to draw water from that well to irrigate the cemetery and for the other Non-Potable Purposes.

- E. At the time the Owner/Developer solicits bids for Phase 1, and again when it solicits bids for Phase 2 work, it shall solicit alternate bids for the water main work in that phase for both an 8" diameter ductile iron pipe ("DIP") watermain and appurtenances, and a 12" DIP watermain and appurtenances. For Phase 1 the alternate pricing shall be for that portion of the water main work depicted in yellow on the Watermain Oversizing Exhibit attached hereto as **Exhibit H** (approximately 270 lineal feet ("L.F.")), and for Phase 2 the alternate pricing shall be for that portion of the water main work depicted in red on the said Water Main Oversizing Exhibit (approximately 1,200 L.F.) (the "Oversize Watermain Work"). The Owner/Developer shall award the 12" diameter DIP water main alternate for the Oversize Watermain Work for both Phase 1 and Phase 2, and the Village shall promptly reimburse the Owner/Developer for the additional cost of the Oversize Watermain Work for each phase, in an amount equal to the difference between the actual cost to install and construct the Oversize Watermain Work and the bid price for the 8" diameter DIP watermain and appurtenances for each phase.
- F. Storm Water Control Facilities and Drainage. Storm water management for the Property shall be designed and constructed in accordance with the Bartlett Subdivision Ordinance, as amended, which incorporates by reference the DuPage County Storm Water Management Ordinance, effective September 7, 1999, as amended.

#### **IV. ROAD IMPROVEMENTS.**

There are no roadway improvements to be constructed, except for those set forth in the Roadway Plan and Profiles included in the Preliminary Engineering Plans, or as may be required by IDOT which will be shown on the Final Engineering Plans.

#### **V. RESTORATION.**

Owner/Developer shall repair and replace, in accordance with their original sizes, standards and topography, in a manner satisfactory to the Village, all property damaged or disturbed

by reason of its, or its contractor(s) work in connection with the development of the Property within a reasonable time. Owner/Developer shall similarly repair and replace disturbed areas to their original grades and condition, except where modified in accordance with approved grading plans to be included in the Final Engineering Plans.

**VI. FACILITIES TO BE UNDERGROUND.**

Owner/Developer shall provide that all utilities and communications facilities to be installed, including telephone, electric and cable television to serve the Property shall be underground, and this requirement shall be affixed to all building plans and engineering plans therefor. Owner/Developer shall not be responsible for the burying of any existing above ground off-site utilities adjacent to the Property.

**VII. LIMIT ON VILLAGE RESPONSIBILITY FOR UTILITIES.**

The Village shall not be responsible for the installation of any public or private utilities on the Property, or for the installation of any public or private utilities off site in connection with the Property.

**VIII. DONATIONS, CONTRIBUTIONS AND FEES**

Owner/Developer shall not be required to pay an annexation fee to the Village. The Village acknowledges that the annexation of the Property will have minimal to no impact on schools, parks, library, fire protection districts, or other public services within the Village; therefore, the Bartlett Donation Ordinance shall not be applicable to require donations to the taxing districts that supply said services. However, in the event the Property is not already annexed the U-46 School District, the Bartlett Park District, the Bartlett Public Library District, and/or the Bartlett Fire Protection District, the Owner/Developer shall execute and file a petition to annex the Property to each such taxing district within 60 days of the passage of the ordinance annexing the Property to the Village.

**IX. COMMENCEMENT OF CONSTRUCTION**

- A. A building permit shall be issued for construction of the proposed buildings on the Property upon the filing, review and approval of the building plans and specifications for the proposed new building by the Bartlett PDS Department (the "Building Plans and Specs"), provided the Building Plans and Specs are consistent with the approved Final Site/PUD Plan and meet the Bartlett Building Code and applicable federal, state and county laws, statutes, ordinances and rules and regulations.
- B. The Village agrees that the Owner/Developer may make minor modifications to the Building Plans and Specs for the proposed building supporting said application for building permit as may be approved by the Bartlett Building and Code Enforcement Division Manager (the "Building Official"), and the Village may approve of minor modifications in accordance with the limitations and procedures set forth in Section 10-

9-10B of the Bartlett Zoning Ordinance as may be approved by the PDS Director, provided said revised plans otherwise meet the applicable Building Codes and are consistent with the Final Site/PUD Plan for the applicable phase, approved final engineering, the Building Elevations (if applicable) and the Final Landscape Plan for the applicable phase of the development.

**X. REQUIREMENTS OF OTHER JURISDICTIONS**

It is agreed that the Village is not liable or responsible for any restrictions on Village's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Property, the Village and/or the Owner/Developer, including, but not limited to county, state, and federal regulatory bodies. Notwithstanding the foregoing, the Village will execute all permits and documents, complying with the Village's ordinances, requested by the Owner/Developer in connection with the approvals required by other governmental agencies having jurisdiction.

**XI. BUILDING CODES**

Owner/Developer shall comply in all respects with the Bartlett Building Code and the applicable Village ordinances pertaining to buildings which are in effect at the time Owner/Developer makes application to the Village for a building permit or permits in connection with the construction of buildings or structures on the Property, whether or not any of such ordinances are amended after the date hereof, unless otherwise specifically provided herein.

**XII. SOIL EROSION CONTROL**

Owner/Developer shall adhere to measures for the prevention of soil erosion during the development of the Property pursuant to the Village erosion control regulations in the Subdivision Ordinance, or the *Procedure and Standards for Urban Soil Erosion and Sedimentation Control in Illinois*, published in 1981, as amended, and the recommended procedures of the North Cook County Soil and Water Conservation District and any other applicable regulatory agencies, whichever is more restrictive. An erosion control plan shall be submitted by Owner/Developer to the Village with the Final Engineering Plans for the entire Property, and including but not limited to, such portions of the Property where any site grading, excavation and land balancing work is performed and/or dirt, fill or spoils piled or stored, and shall be subject to review and approval of the Village Engineer.

**XIII. BINDING EFFECT AND TERM.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legatees, beneficiaries, successors in interest, assignees, lessees, and upon any successor municipal authorities of the Village and successor municipalities for a period of twenty (20) years from the date of execution hereof.

#### **XIV. COMPLIANCE AND AMENDMENTS**

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

#### **XV. OBLIGATIONS**

- A. All obligations of the Owner/Developer in this Agreement, including monetary obligations in existence now, as well as those which may come to exist in the future, as a result of this Agreement, shall constitute covenants running with the land and such monetary obligations shall also be liens upon the land.

- B. It is specifically understood and agreed that the Owner/Developer shall have the right to sell, transfer, mortgage and assign all or any part of the Property and the improvements thereon to other persons, trusts, partnerships, firms or corporations for investment, building, financing, developing and all such purposes, and that said persons, trusts, partnerships, firms or corporations shall be entitled to the same rights and privileges, except for any (1) fee waivers, or (2) agreement to require less or different security for any public improvements as is otherwise required under the Subdivision Ordinance, and shall have the same obligations as the Owner/Developer have under this Agreement and upon such transfer, such obligations shall be the sole obligations of the transferee, except for any bonds or guarantees posted by Owner/Developer on any subdivided or unimproved property for which an acceptable substitute letter of credit or surety bond has not been submitted to the Village as determined by the Village in its sole discretion; such obligations as to any vacant, unsubdivided land shall be the sole obligation of the transferee. The foregoing rights shall apply to any and all successors and assigns of the Owner/Developer.
- C. Upon any sale or conveyance of any part of the Property by Owner/Developer or its successors or assigns and upon each said sale and conveyance, the purchaser shall be bound by and entitled to the benefits and obligations of this Agreement with respect to that part of the Property sold or conveyed. When any such purchaser agrees to assume Owner/Developer's obligations hereunder, and when the Village is notified of such purchaser and such agreement of assumption, the Village hereby agrees it shall consent to such assumption and it shall release Owner/Developer from its obligations hereunder with respect to that part of that Property sold or conveyed. A selling owner however, may only be released where: (a) provision has been made that all public improvements required by this Agreement, a duly executed Public Improvements Completion Agreement, or applicable Village Ordinance for the development of any parcel currently under development and being sold will be installed and guaranteed in accordance with the Subdivision Ordinance and other applicable ordinances of the Village; and (b) all monetary obligations of the Owner/Developer then due to the Village as of the time of conveyance and attributable to the Property being conveyed have been satisfied in full.

## **XVI. REIMBURSEMENT.**

The Owner/Developer shall reimburse the Village for all attorney's fees, engineering design and review, construction engineering, planning consultants, engineering consultants, code consultants, and Village staff time and costs incurred by the Village in connection with the processing and review of all matters pertaining to the Property, this Annexation and Development Agreement, including the drafting and negotiation hereof and all matters pertaining to the Hanover Township Campus Expansion Project, and all other matters related to the development of the Property during the entire term of this Agreement or until the Property is fully developed and all Public Improvements are accepted by the Village, whichever is longer. Payment by Owner/Developer to the Village shall occur promptly after receipt by the Owner/Developer of invoices for such work. If such amounts are not paid within 30 days of invoice, Village shall have no further

obligation to proceed or act upon any element of Owner/Developer's development, nor to issue any permits, building, occupancy or otherwise.

#### **XVII. HOLD HARMLESS.**

Owner/Developer shall, in the event a claim is made against the Village, its officers, other officials, agents and employees or any of them, or if the Village, its officers, other officials, agents and employees or any of them, is made a party defendant in any proceeding arising out of or in connection with this Agreement, the annexation of the Property Sought to be Annexed, the rezoning of the Property, the grant of the Special Use Permits, the approval of the various plans referenced herein, and the Land Use Approval Ordinance for the Property, or the development of the Property, including matters pertaining to the hazardous material and other environmental matters, (except as may be required by provisions 765 ILCS 705/1 and 740 ILCS 35/1 of the Illinois Statute for the negligent acts and omissions of the Village, its officers, other officials, agents and employees or any of them) defend and hold the Village and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney's fees in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no agreement as to a conflict of interest, then Owner/Developer shall bear such expense. The Village and such officers, other officials, agents, and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, Owner/Developer shall be entitled to settle any claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, other officials, agents and employees as the case may be. In the event the Corporate Authorities unreasonably withhold such approval or consent, Owner/Developer's obligation to indemnify and defend shall terminate. Owner/Developer agrees that the Village, its officers, other officials, agents and employees shall not be liable for any liability, losses, judgments, costs, fees, including reasonable attorney's fees and expenses arising out of or in connection with the Village's failure to the Land Use Approvals, provided, however, Owner/Developer does not relinquish its right to receive approval of the Land Use Approvals, building and occupancy permits and other permits, approval and licenses and to such extent Owner/Developer retains the right to legal or equitable action against the Village for declaratory judgment, injunctive relief and mandamus to enforce all of its rights under this Agreement, provided in no event shall the Village or any officer, agency or employee be liable for monetary damages or attorney's fees in connection therewith.

#### **XVIII. COVENANT RUNNING WITH THE LAND.**

This Agreement constitutes a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto and all of their heirs, legal representatives, grantees, successors in interest, assignees, and lessees.

**XIX. NO DISCONNECTION.**

The Owner/Developer and any of the Owner/Developer's successors in interest, shall not file, cause to be filed, or take any action that would result in the disconnection or deannexation of the Property from the Village of Bartlett during the term of this Agreement.

**XX. EXERCISE OF HOME RULE POWER.**

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

**XXI. REMEDIES.**

- A. It is agreed that the parties hereto shall have the following rights and remedies in the event of a breach or default hereunder.
1. Enforce or compel the performance of this Agreement, at law or in equity by suit, action, mandamus, or any other proceedings, including specific performance.
  2. Maintain an action to recover any sums which the other party has agreed to pay pursuant to this Agreement and which have become due and remain unpaid for more than 15 days following written notice of delinquency. It is expressly acknowledged and agreed that except as provided in subparagraph 1 above, neither party shall have the right to seek or recover a judgment for monetary damage against the other or their respective officers, directors, employees, agents or elected public officials.
- B. Upon a breach of this Agreement, any of the parties, by any action or proceeding at law or in equity, may exercise any remedy available at law or in equity. The remedies of the Village shall include, but not be limited to, the right to stop construction of the development and refuse issuance of further building permits, and/or the issuance of an occupancy permit in the event the Village deems the terms of this Agreement to have been violated.

- C. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform and performance shall be demanded. The parties to this Agreement reserve the right to cure any default under this Agreement within 30 days from receipt of written notice of the default.
- D. In the event the Village chooses to sue in order to enforce the obligations hereunder, Owner/Developer shall pay all costs and expenses incurred by the Village, including, but not limited to, the Village's reasonable attorneys' fees and costs and expenses incurred by the Village, provided the Village substantially prevails. In addition, if the Owner/Developer does not pay all fees provided for herein, the Village may withhold the issuance of building permits and/or occupancy permits until payment is received, and/or the appropriate security has been deposited. Village may use all legal and/or equitable remedies available to it to collect such fees and charges as are due.
- E. In the event the Owner/Developer chooses to sue in order to enforce the obligations hereunder, the Village shall pay all costs and expenses incurred by the Owner/Developer, including, but not limited to, the Owner/Developer's reasonable attorneys' fees and costs and expenses incurred by the Owner/Developer, provided the Owner/Developer substantially prevails.

**XXII. MISCELLANEOUS.**

- A. Notice. Unless otherwise notified in writing, all notices, requests, and demands shall be in writing and shall be personally delivered to or mailed by the United States certified mail, postage prepaid and return receipt requested, as follows:

To the Village: Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103  
Attention: Paula Schumacher, Village Administrator

cc: Bryan E. Mraz  
Bryan E. Mraz & Associates, P.C.  
111 East Irving Park Road  
Roselle, IL 60172

To the Owner/Developer: Hanover Township  
250 S. IL Route 59  
Bartlett, IL 60103  
Attention: James C. Barr, Township Administrator

cc: Michael A. Airdo  
Airdo Werwas, LLC  
111 East Wacker Drive, Ste. 500  
Chicago, IL 60601

- B. Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction or in the event a court shall determine that the Village does not have the power to perform a disputed provision, the provision shall be deemed to be excised from this Agreement and invalidity shall not affect any of the other provisions contained herein, and the judgment or decree shall relieve the Village from performance under the invalid provision of this Agreement.
- C. Cooperation. If, for any reason during the terms of this Agreement, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning are declared invalid, the Village agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variances and plat approvals proposed herein.
- D. Joint Work Product. This Agreement is and shall be deemed and construed to be the joint and collective work product of the Village and Owner/Developer and, as such, this Agreement shall not be construed against any party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict in terms or provisions, if any contained herein.
- E. Recording. This Agreement may be recorded in the office of the Cook County Recorder of Deeds by either party; but the Owner/Developer shall pay the recording fee.
- D. Ordinance and Amendments. The development of the Property shall be performed in compliance with the provisions of the Zoning Ordinance, Subdivision Ordinance, the Building Code, the Bartlett Municipal Code, and other ordinances and codes of the Village applicable to real estate development and/or building, except as otherwise provided herein.
- E. No Merger. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property or any part thereof to the Village. This Agreement shall be construed under the laws of the State of Illinois.
- F. Entire Agreement. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner/Developer and the Village relative to the subject matter of this Agreement, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them, other than those that are set out in this Agreement. Except as otherwise provided here, no subsequent alteration, amendment, change or addition to this

Agreement shall be binding upon the parties unless authorized in accordance with law and reduced in writing and signed by them.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**Village of Bartlett**

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

Attest:  
\_\_\_\_\_  
Lorna Gilles, Village Clerk

**Hanover Township**

By: \_\_\_\_\_  
Brian P. McGuire, Township Supervisor

Attest:  
\_\_\_\_\_  
Katy Dolan Baumer, Township Clerk

## **INDEX OF EXHIBITS**

<b>EXHIBIT A</b>	LEGAL DESCRIPTION OF THE PROPERTY
<b>EXHIBIT A-1</b>	LEGAL DESCRIPTION OF EAST INCORPORATED PARCEL
<b>EXHIBIT A-2</b>	LEGAL DESCRIPTION OF WEST UNINCORPORATED PARCEL
<b>EXHIBIT B</b>	PLAT OF ANNEXATION
<b>EXHIBIT C</b>	PHASING PLAN AND PRELIMINARY OVERALL PUD PLAN
<b>EXHIBIT D</b>	PLAT OF CONSOLIDATION
<b>EXHIBIT E</b>	PHASE 1 FINAL SITE/PUD PLAN
<b>EXHIBIT F</b>	BUILDING ELEVATIONS FOR EMERGENCY SERVICES STATION
<b>EXHIBIT G</b>	PHASE 1 LANDSCAPE PLAN
<b>EXHIBIT H</b>	WATERMAIN OVERSIZING EXHIBIT

# EXHIBIT A

## LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIPTION: PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59), SAID POINT BEING 1550.1 FEET EAST OF THE SOUTH WEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 567.8 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 556.9 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888.

## EAST INCORPORATED PARCEL

**PIN: 06-33-401-007 & 06-33-401-008**

THAT PART LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (PREVIOUSLY ANNEXED PORTION) OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIPTION: PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59), SAID POINT BEING 1550.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 567.8 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 556.9 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888.

CONTAINING 3.497 ACRES MORE OR LESS.

# EXHIBIT A-2

## WEST UNINCORPORATED PARCEL

**PIN: 06-33-403-031**

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIPTION: PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59), SAID POINT BEING 1550.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 567.8 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 556.9 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888 AND

ALSO EXCEPTING THAT PART LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (PREVIOUSLY ANNEXED PORTION) OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN.

CONTAINING 14.400 ACRES MORE OR LESS.

# PLAT OF ANNEXATION TO THE VILLAGE OF BARTLETT

EXISTING CORPORATE VILLAGE LIMITS  
OF THE VILLAGE OF BARTLETT

1019.07' (MEAS.) S88°50'04"W

**LEGAL DESCRIPTION**

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1038.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREE 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIPTION: PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59), SAID POINT BEING 1550.1 FEET EAST OF THE SOUTH WEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREE 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 556.9 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888 AND

ALSO EXCEPTING THAT PART LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (PREVIOUSLY ANNEXED PORTION) OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN.

759.21' (MEAS.) N00°05'45"W

HEREBY ANNEXED

P.I.N.: 06-33-4C3-031

P.I.N.: 06-33-401-007

APPROXIMATE LINE OF CORPORATE  
LIMITS OF THE VILLAGE OF BARTLETT  
AS SHOWN ON VILLAGE OF BARTLETT  
ZONING MAP

EXISTING CORPORATE VILLAGE LIMITS  
OF THE VILLAGE OF BARTLETT

P.I.N.: 06-33-401-008

PROPOSED ANNEXATION AREA: 14.40 ACRES  
TOTAL HOLDINGS AREA: 17.897 ACRES

SITE ADDRESS:	PREPARED FOR:
BN140 IL RT. 59 BARTLETT IL 60103	HANOVER TOWNSHIP 250 S. IL RT. 59 BARTLETT, IL 60103
NOTE: THE AREA ANNEXED SHALL EXTEND TO THE FAR SIDE OF ANY RIGHT-OF-WAY, STREET OR HIGHWAY AND SHALL INCLUDE ALL OF EVERY RIGHT-OF-WAY, STREET OR HIGHWAY WITHIN THE AREA ANNEXED.	

**REVISIONS**

NO	DATE	DESCRIPTION
1	09-01-21	PRELIMINARY PLAT SUBMITTAL
2	12-16-21	ADDRESSED VILLAGE COMMENTS
3	01-24-22	ADDRESS VILLAGE COMMENTS-REV2
4	04-04-22	UPDATE LEGAL DESCRIPTION

EXCEPTION:  
10.00' (REC. & MEAS.)  
N88°54'07"E  
PART TAKEN AS CONDEMNATION  
CASE 92L51031 AND AS SHOWN  
ON PLAT OF HIGHWAYS RECORDED  
AS DOC. NO. 994-04492 IN DUPAGE  
COUNTY.

78.14' (REC. & MEAS.)  
N01°05'53"W

1022.35' (MEAS.) S89°01'27"W

EXISTING CORPORATE VILLAGE LIMITS  
OF THE VILLAGE OF BARTLETT

EXCEPTION

POINT OF BEGINNING

ILLINOIS RT. 59  
(R.O.W. WIDTH VARIES)

**OWNERS CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) 55

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF THE LAND DESCRIBED ON THE SUBJECT PLAT AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND ANNEXED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

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

ATTEST: \_\_\_\_\_

**NOTARY CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) 55

I HEREBY CERTIFY THAT \_\_\_\_\_, WHOSE NAME(S) IS (ARE) SUBSCRIBED IN THE FOREGOING CERTIFICATE IS (ARE) KNOWN TO ME AS SUCH OWNER(S), GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC

**ANNEXATION CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) 55

THIS IS TO CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE TERRITORY ANNEXED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES.

ILLINOIS BY ORDINANCE NO. \_\_\_\_\_ APPROVED ON \_\_\_\_\_

DATED AT BARTLETT, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

VILLAGE PRESIDENT

ATTEST: \_\_\_\_\_

VILLAGE CLERK

**RECORDERS CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) 55

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AND

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

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

COUNTY RECORDER

**SURVEYOR'S CERTIFICATE**

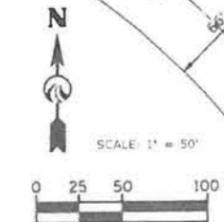
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) 55

WE, THOMAS ENGINEERING GROUP, LLC DO HEREBY CERTIFY THAT WE PREPARED THIS PLAT OF ANNEXATION AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF SAME BASED ON OFFICIAL PLATS AND RECORDS. DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 4TH DAY OF APRIL, 2022.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-033817  
LICENSE EXPIRES: NOVEMBER 30, 2022

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-005183

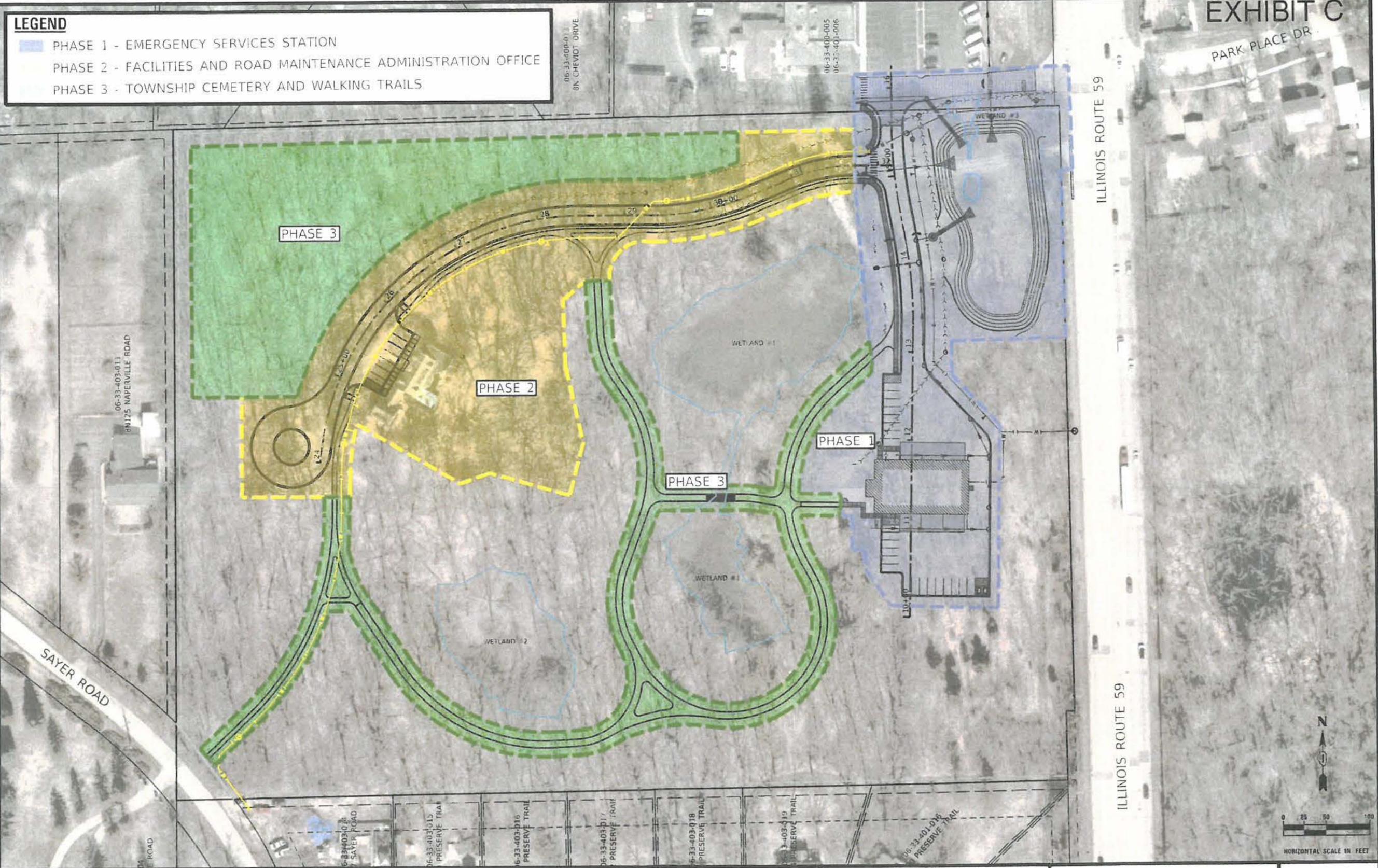


HORIZONTAL SCALE IN FEET

JOB NO. 21-011

# EXHIBIT C

PARK PLACE DR



**LEGEND**

- PHASE 1 - EMERGENCY SERVICES STATION
- PHASE 2 - FACILITIES AND ROAD MAINTENANCE ADMINISTRATION OFFICE
- PHASE 3 - TOWNSHIP CEMETERY AND WALKING TRAILS

DRAWN BY **VJM** DATE **03/01/22**  
 CHECKED BY **MEC** SCALE **1" = 50'**

REVISIONS	
NO.	DESCRIPTION
1	09/14/21 PRELIMINARY PLAN SUBMITTAL #1
2	12/12/21 RESUBMITTAL #1
3	01/24/22 RESUBMITTAL #2

**thomas.**  
 engineering group  
service at the highest level

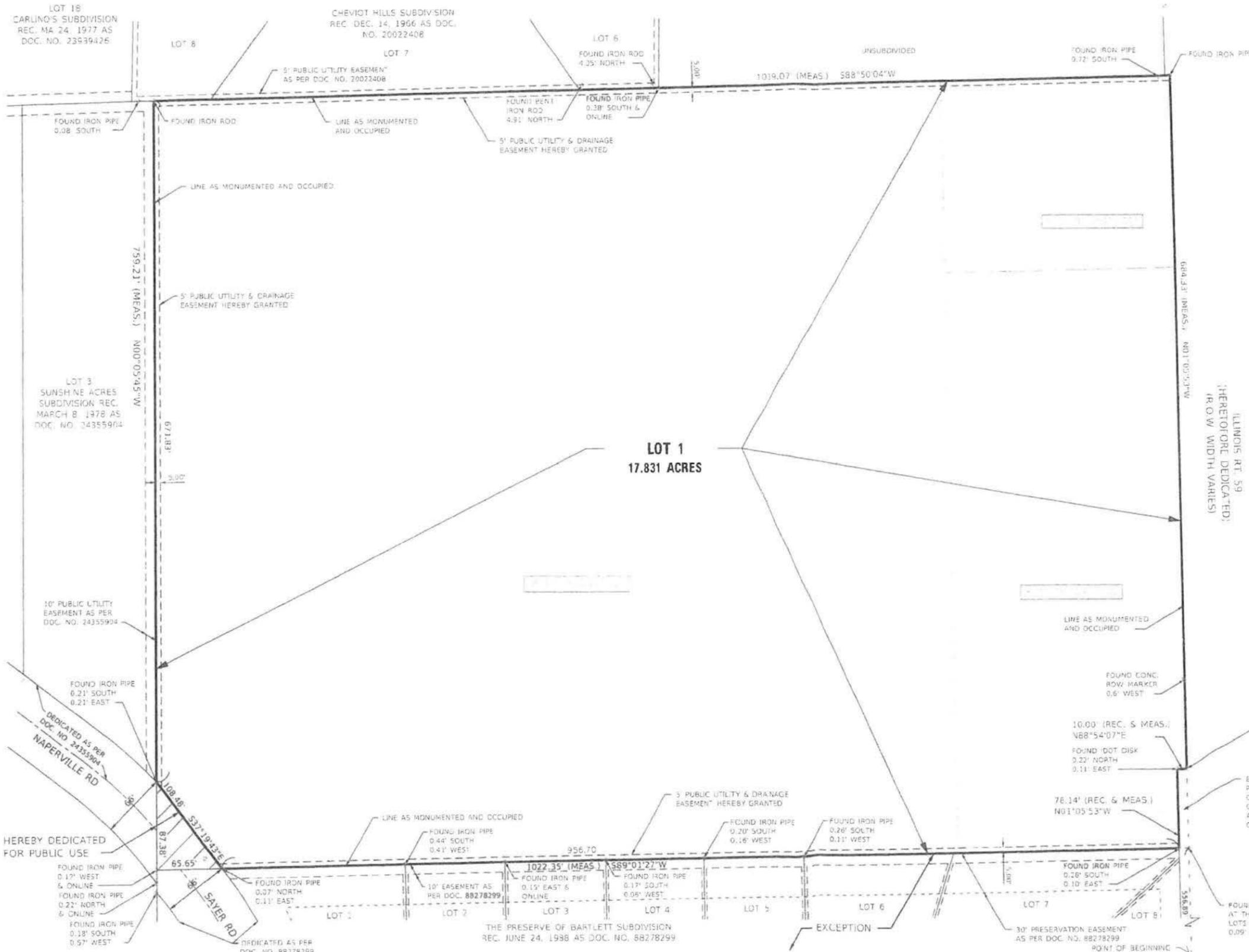
thomas engineering group, llc  
 2825 butterfield road  
 suite 209w  
 oak brook, il 60523  
 phone: 855-533-1700

**WILLIAM TIKNIS  
 CAMPUS EXPANSION**

**PHASING PLAN AND  
 PRELIMINARY OVERALL PUD PLAN**

DRAWING NO  
**1**

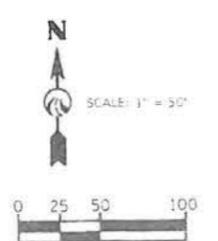
# WILLIAM TIKNIS CAMPUS EXPANSION PLAT OF CONSOLIDATION



REVISIONS

NO.	DATE	DESCRIPTION
1	09-01-21	PRELIMINARY PLAT SUBMITTAL
2	12-16-21	ADDRESSED VILLAGE COMMENTS
3	01-24-22	ADDRESSED VILLAGE COMMENTS-REV2

P.L.N.:	SITE ADDRESS:	PREPARED FOR:
06-33-401-007	8N140 IL RT 59	HANOVER TOWNSHIP
06-33-401-008	BARTLETT IL 60103	250 S. IL RT, 59
06-33-403-031		BARTLETT, IL 60103



NOTE: BASIS OF BEARINGS ON THIS PLAT IS GRID NORTH BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJ)

**OWNER'S AND SCHOOL DISTRICT CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
OWNER(S)

**NOTARY'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

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

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

NOTARY PUBLIC  
SEAL  
MY COMMISSION EXPIRES:

**VILLAGE OF BARTLETT CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

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 )

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 )

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 DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED 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 )

I, \_\_\_\_\_ VILLAGE ENGINEER OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, CERTIFY THAT THE LAND IMPROVEMENTS FOR THE SUBJECT PLATTED AREA AS DESCRIBED IN THE PLANS AND SPECIFICATIONS

TITLED: \_\_\_\_\_ DATED \_\_\_\_\_

LAST REVISED \_\_\_\_\_ PREPARED BY: \_\_\_\_\_

MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE OF BARTLETT, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
VILLAGE ENGINEER

**ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE**

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO ARTICLE 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS", AS AMENDED. A PLAN THAT MEETS THE DEPARTMENT'S POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS WILL BE REQUIRED BY THE DEPARTMENT.

DISTRICT ENGINEER DATE: \_\_\_\_\_

**COUNTY HIGHWAY CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

THIS PLAT HAS BEEN APPROVED BY THE COOK COUNTY HIGHWAY DEPARTMENT WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY.

PURSUANT TO 755 ILCS 205/20; HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY RIGHT OF WAY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
COUNTY ENGINEER

**VILLAGE OF BARTLETT  
PUBLIC UTILITY EASEMENT PROVISIONS**

A PERPETUAL EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, OVER, UPON, ACROSS, THROUGH AND UNDER THOSE PORTIONS OF THE ABOVE DESCRIBED REAL ESTATE DESIGNATED PUBLIC UTILITY EASEMENT ON THIS PLAT FOR THE PURPOSE OF INSTALLING, LAYING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, RENEWING AND REPLACING: WATERMANS, SANITARY SEWER LINES, STORM SEWER LINES, STREET LIGHT CABLES AND ANY OTHER VILLAGE UTILITIES, TOGETHER WITH ALL APPURTENANT STRUCTURES, INCLUDING BUT NOT LIMITED TO: MANHOLES, WET WELLS, LIFT STATIONS, FIRE HYDRANTS, VALVE VAULTS, STREET LIGHTS AND ANY AND ALL OTHER FIXTURES AND EQUIPMENT REQUIRED FOR THE PURPOSE OF SERVING THE ABOVE DESCRIBED REAL ESTATE WITH WATER SERVICE, SANITARY SEWER SERVICE, STORM WATER COLLECTION, STREET LIGHTING AND OTHER MUNICIPAL SERVICES AND FOR THE PURPOSE OF PROVIDING INGRESS TO AND EGRESS FROM THE PROPERTY SHOWN HEREON FOR EMERGENCY VEHICLES OF ANY AND ALL TYPES WHATSOEVER. IN NO EVENT SHALL ANY PERMANENT BUILDING(S) BE PLACED UPON THE SAID EASEMENT AREAS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER SUCH PURPOSES THAT DO NOT AND WILL NOT IN THE FUTURE INTERFERE UNREASONABLY WITH THE EASEMENT RIGHTS HEREIN GRANTED TO THE VILLAGE OF BARTLETT.

**COUNTY CLERK CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, \_\_\_\_\_ COUNTY CLERK OF COOK 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 CHICAGO, COOK COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
COUNTY CLERK

**RECORDER'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ AM, AND RECORDED IN MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_.

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

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I, CHRISTOPHER DEYOUNG, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREE 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIPTION PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF THE SOUTH WEST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREE 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 558.5 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888.

CONTAINING 17.897 ACRES MORE OR LESS.

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

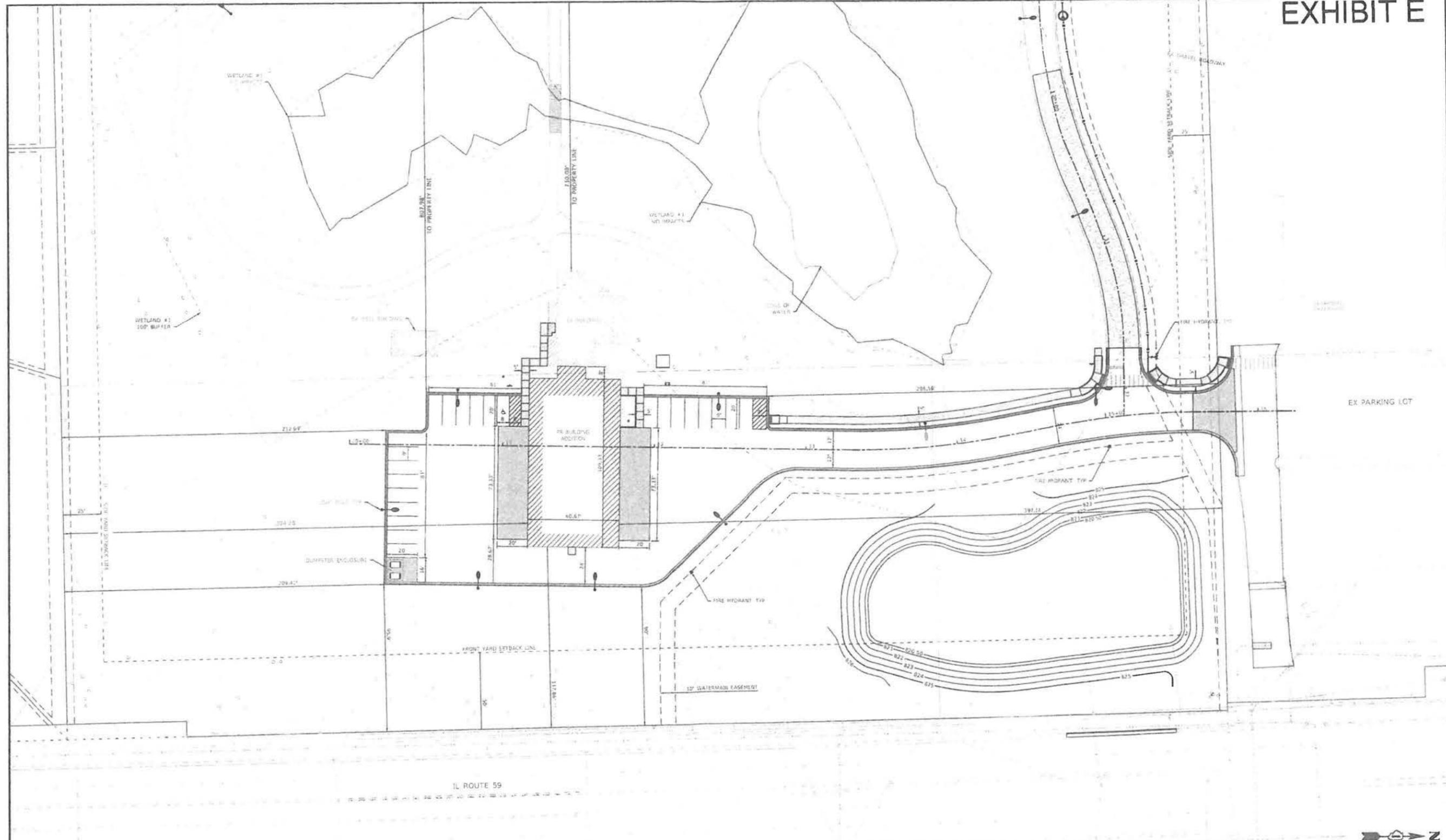
I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BARTLETT, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 17031C0305, EFFECTIVE DATE AUGUST 19, 2008.

DATED AT \_\_\_\_\_ ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**FOR REVIEW**

THOMAS ENGINEERING GROUP LLC  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-009817  
LICENSE EXPIRES, NOVEMBER 30, 2022  
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-005183

# EXHIBIT E



**SITE DATA TABLE**

OVERALL LOT SIZE	17,050 AC
BUILDING SQUARE FOOTAGE FOR PHASE 1	2,300 SF (EXISTING) AND 6,700 SF (PROPOSED)
USABLE PAVEMENT AREA	13,800 SF
REQUIRED NUMBER OF PARKING SPACES	1,800 SF/275 SF PER SPACE = 14 SPACES
PROVIDED NUMBER OF PARKING SPACES	22 SPACES

**DRAWN BY** VJM      **DATE** 03/01/22  
**CHECKED BY** MEC      **SCALE** 1" = 30'

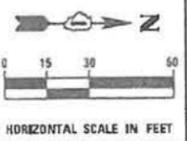
REVISIONS		
NO.	DATE	DESCRIPTION
1	09/14/21	PRELIMINARY PLAN SUBMITTAL #1
2	12/12/21	RESUBMITTAL #1
3	01/24/22	RESUBMITTAL #2



thomas engineering group, llc  
 2625 butterfield road  
 suite 209w  
 oak brook, il 60523  
 phone: 855-533-1700

**WILLIAM TIKNIS  
 CAMPUS EXPANSION**

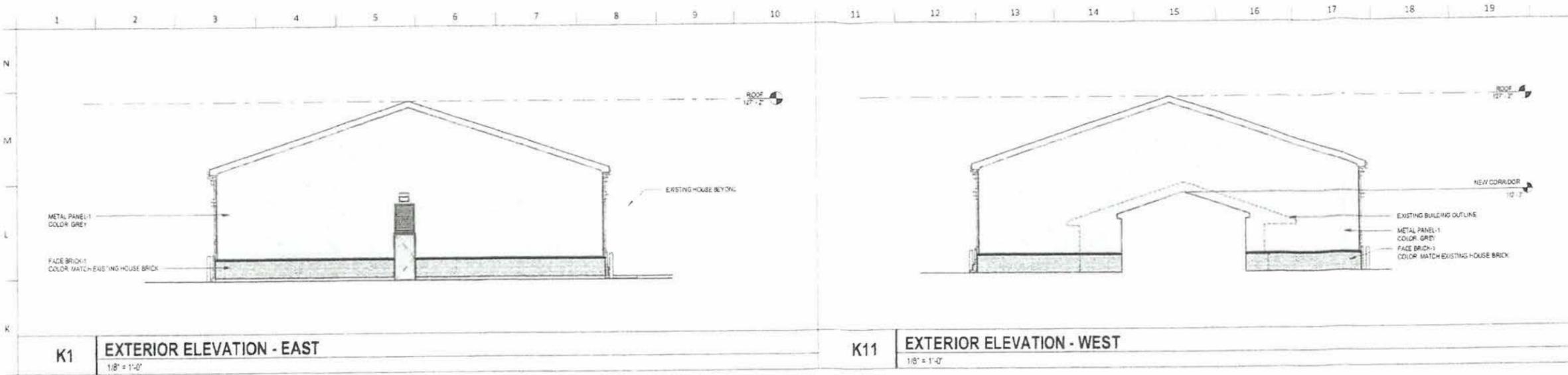
**PHASE 1 FINAL SITE / PUD PLAN**



HORIZONTAL SCALE IN FEET

**DRAWING NO.**  
**C21.0**

FGM Architects Inc.  
1211 W 22nd St, Suite 700  
Oak Brook, Illinois 60323  
630 574 8300 OFFICE  
630 574 7070 FAX  
ILLINOIS PROFESSIONAL DESIGN  
FIRM #184 000210

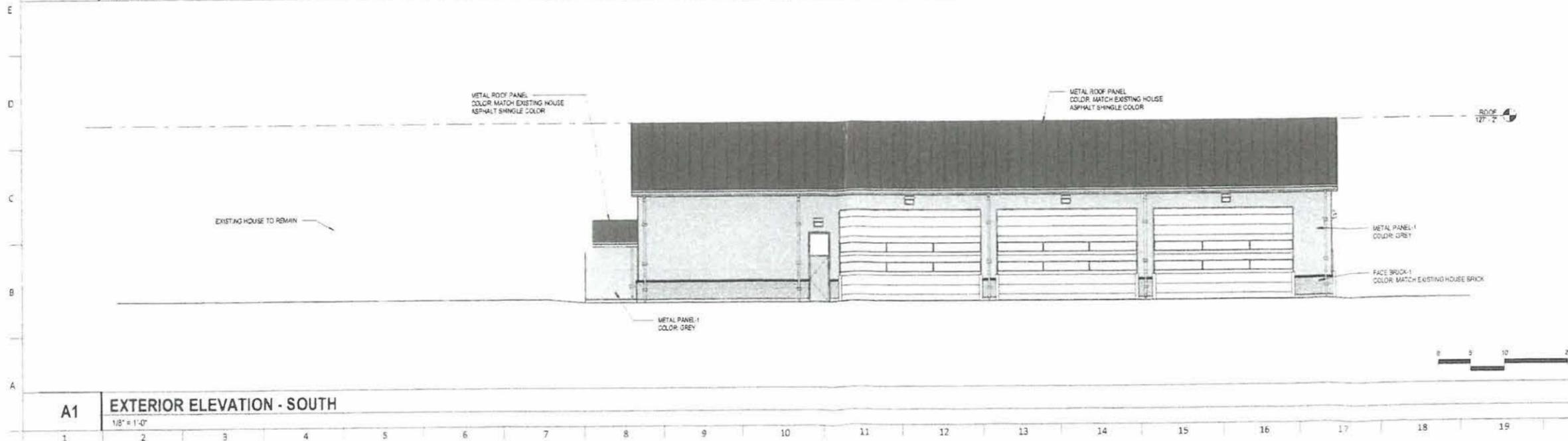


**K1** EXTERIOR ELEVATION - EAST  
1/8" = 1'-0"

**K11** EXTERIOR ELEVATION - WEST  
1/8" = 1'-0"



**E1** EXTERIOR ELEVATION - NORTH  
1/8" = 1'-0"



**A1** EXTERIOR ELEVATION - SOUTH  
1/8" = 1'-0"

ISSUANCE		
NO.	DATE	DESCRIPTION
01	09-14-21	PRELIMINARY PLAN SUBMITTAL #1
02	12-08-21	RESUBMITTAL #1

**EMERGENCY SERVICES STATION**  
HANOVER TOWNSHIP  
250 S. IL ROUTE 59 BARTLETT, ILLINOIS  
60103

BUILDING ELEVATIONS

SHEET NO.  
**EXHIBIT 1**

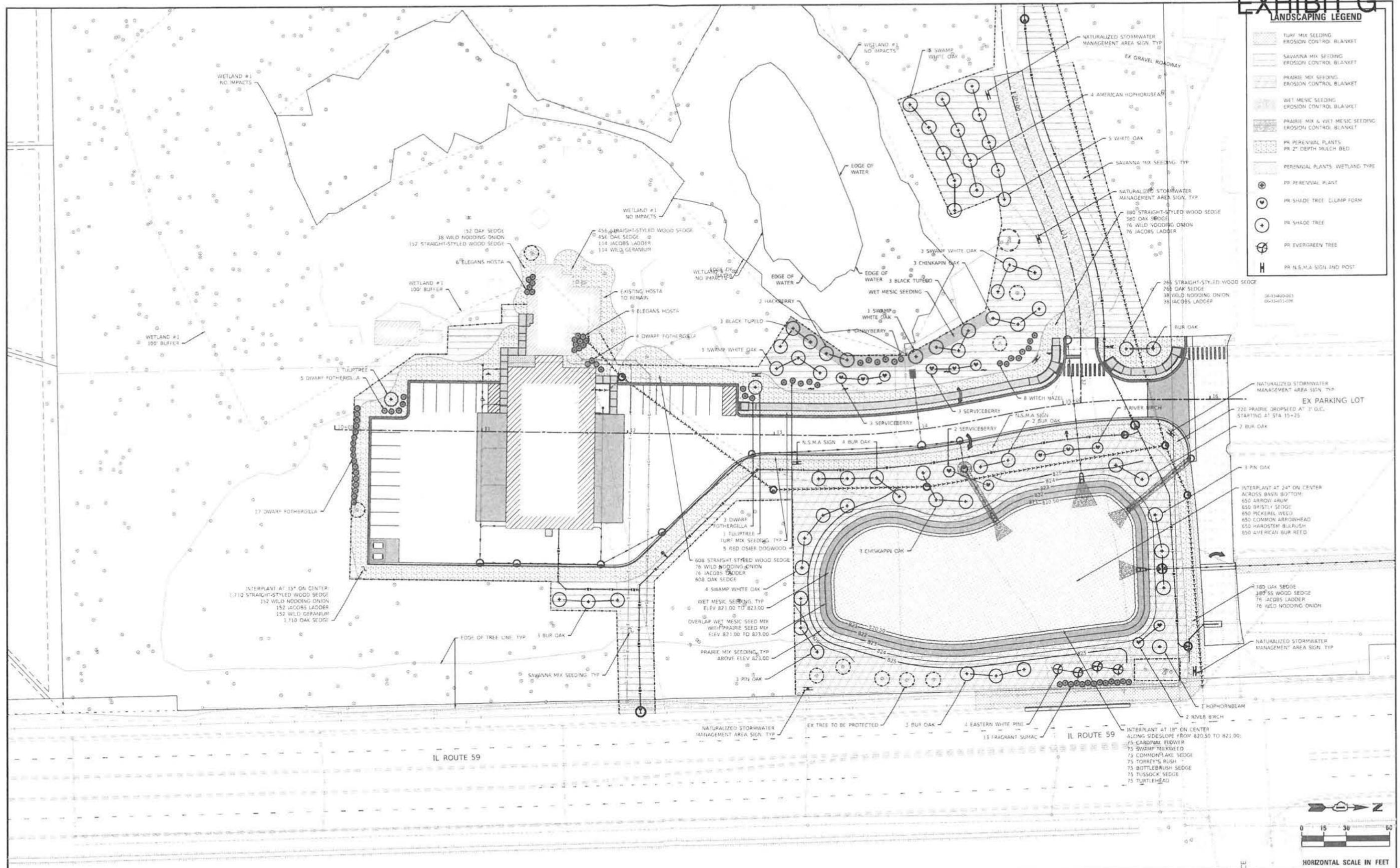
JOB NO. 21-5142-01  
© 2021 FGM Architects Inc.

11/29/2021 2:19:09 PM  
C:\revit temp\2020\11-3162-01\_Hanover\_Township\_Emergency\_Services\_2020\_CD\_jacob.mclaughlin.rvt  
Copyright 2021 FGM ARCHITECTS INC.

# EXHIBIT G

## LANDSCAPING LEGEND

- TURF MIX SEEDING EROSION CONTROL BLANKET
- SAVANNA MIX SEEDING EROSION CONTROL BLANKET
- PRAIRIE MIX SEEDING EROSION CONTROL BLANKET
- WET MESIC SEEDING EROSION CONTROL BLANKET
- PRAIRIE MIX & WET MESIC SEEDING EROSION CONTROL BLANKET
- PERENNIAL PLANTS WETLAND TYPE
- PERENNIAL PLANTS
- PERENNIAL PLANTS 2" DEPTH MULCH BED
- PR PERENNIAL PLANT
- PR SHADE TREE CLUMP FORM
- PR SHADE TREE
- PR EVERGREEN TREE
- PR N.S.M.A. SIGN AND POST



<b>DRAWN BY</b>	VJM	<b>DATE</b>	03/07/22
<b>CHECKED BY</b>	MEC	<b>SCALE</b>	1" = 30'

REVISIONS		
NO.	DATE	DESCRIPTION
1	09/14/21	PRELIMINARY PLAN SUBMITTAL #1
2	12/12/21	RESUBMITTAL #1
3	01/24/22	RESUBMITTAL #2

**thomas**  
engineering group  
service at the highest grade

thomas engineering group, llc  
2625 butterfield road  
suite 209w  
oak brook, il 60523  
phone: 855-533-1700

**WILLIAM TIKNIS**  
CAMPUS EXPANSION

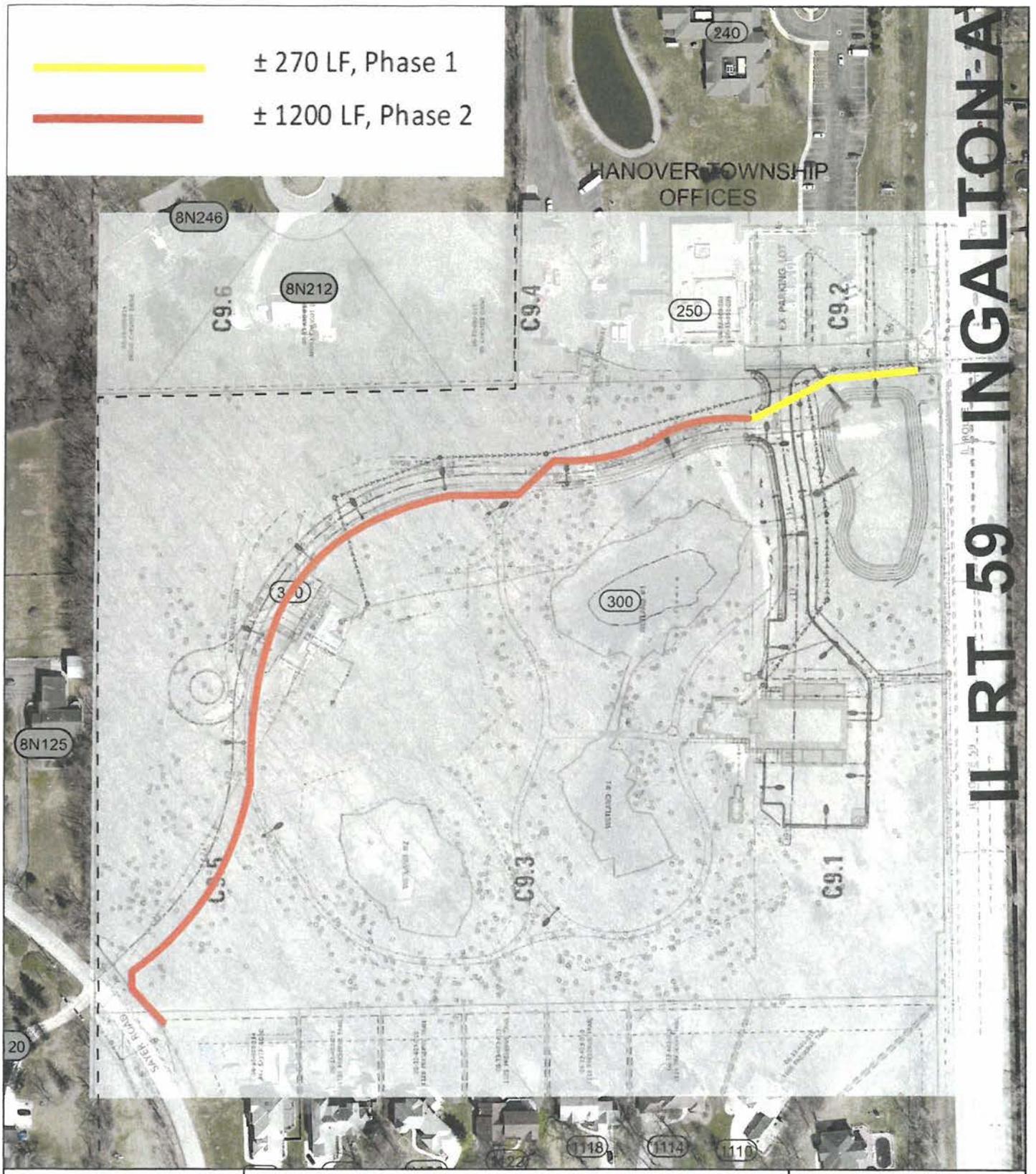
**PHASE 1 LANDSCAPING PLAN**

**C22.0**

**DRAWING NO.**

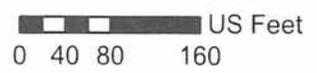


± 270 LF, Phase 1  
 ± 1200 LF, Phase 2



# EXHIBIT H

Watermain Oversizing Exhibit 2022





# Agenda Item Executive Summary

Item Name      Hanover Township Campus Expansion -      Committee  
                  14.4 Acre Annexation                              or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Hanover Township is requesting to **annex** the 14.4-acre west unincorporated parcel in accordance with the Annexation and Development Agreement for the proposed Hanover Township Campus Expansion located immediately south of the existing Hanover Township Campus on Route 59.

## ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance with exhibit

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve *Ordinance #2022- \_\_\_\_\_ An Ordinance Annexing the 14.4 Acre West Unincorporated Parcel to the Village of Bartlett for the Hanover Township Campus Expansion*
- Motion

Staff:                      Roberta Grill, Planning & Dev Services Director      Date:                      4/6/2022

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**22-31**

DATE: April 6, 2022  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, PDS Director   
RE: Hanover Township – 14.4 Acre Annexation

---

Hanover Township is requesting to **annex** the 14.4-acre west unincorporated parcel in accordance with the Annexation and Development Agreement for the proposed Hanover Township Campus Expansion located immediately south of the existing Hanover Township Campus on Route 59.

The ordinance with the exhibit is attached for your review.

**RECOMMENDATION**

***Move to approve Ordinance #2022- \_\_\_\_\_ An Ordinance Annexing the 14.4 Acre West Unincorporated Parcel to the Village of Bartlett for the Hanover Township Campus Expansion***

ORDINANCE 2022 - \_\_\_\_\_

**AN ORDINANCE ANNEXING THE 14.4 ACRE WEST UNINCORPORATED PARCEL  
TO THE VILLAGE OF BARTLETT FOR THE HANOVER TOWNSHIP CAMPUS  
EXPANSION**

---

**WHEREAS**, the territory hereinafter described is not within the corporate limits of any municipality, but is contiguous to the Village of Bartlett; and

**WHEREAS**, the territory hereinafter described lies within the Bartlett Fire Protection District, and the Village of Bartlett does not provide fire protection, but notice of the proposed annexation has been given as a courtesy to the Bartlett Fire Protection District; and

**WHEREAS**, the territory hereinafter described is part of the Bartlett Library District, and the Village of Bartlett does not provide public library services, and notice of the proposed annexation has been given as a courtesy to the Bartlett Library District; and

**WHEREAS**, the territory hereinafter described is part of the Bartlett Park District and the Village of Bartlett does not provide park services, but notice of the proposed annexation has been given as a courtesy to the Bartlett Park District; and

**WHEREAS**, the territory hereinafter described is located in Hanover Township and includes a highway under the jurisdiction of the Hanover Township, and notice of the proposed annexation of the Territory has been given as courtesy to the Hanover Township Supervisor and Township Clerk; and

**WHEREAS**, a written petition signed under oath by Brian P. McGuire on behalf of Hanover Township, being the owner of record of all of the land within the territory hereinafter described, requesting annexation of the territory to the Village of Bartlett pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) has been filed with the Village Clerk of the Village of Bartlett; and

**WHEREAS**, no electors reside on the territory sought to be annexed to the Village of Bartlett; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to annex the territory hereinafter described to the Village of Bartlett;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, that the following territory herein described:

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING

DESCRIPTION: PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59), SAID POINT BEING 1550.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 567.8 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 556.9 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888 AND

ALSO EXCEPTING THAT PART LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (PREVIOUSLY ANNEXED PORTION) OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PIN: 06-33-403-031; and (the "Territory"), is hereby annexed to the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage, and Kane Counties, Illinois.

**SECTION TWO:** That the Village Clerk is authorized and directed to cause a certified copy of this Ordinance, together with the Plat of Annexation thereof prepared by

Thomas Engineering Group, LLC dated September 1, 2021, last revised April 4, 2022, a copy of which is attached hereto as **Exhibit A**, the same being an accurate map of the Territory hereby annexed, to be recorded with the Recorder of Deeds and filed with the County Clerk of Cook County, Illinois, and to report such annexation to the election authorities having jurisdiction in the Territory and the post office branches serving the Territory, within 30 days of such annexation.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 19, 2022

APPROVED: April 19, 2022

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

ATTEST:

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

**CERTIFICATION**

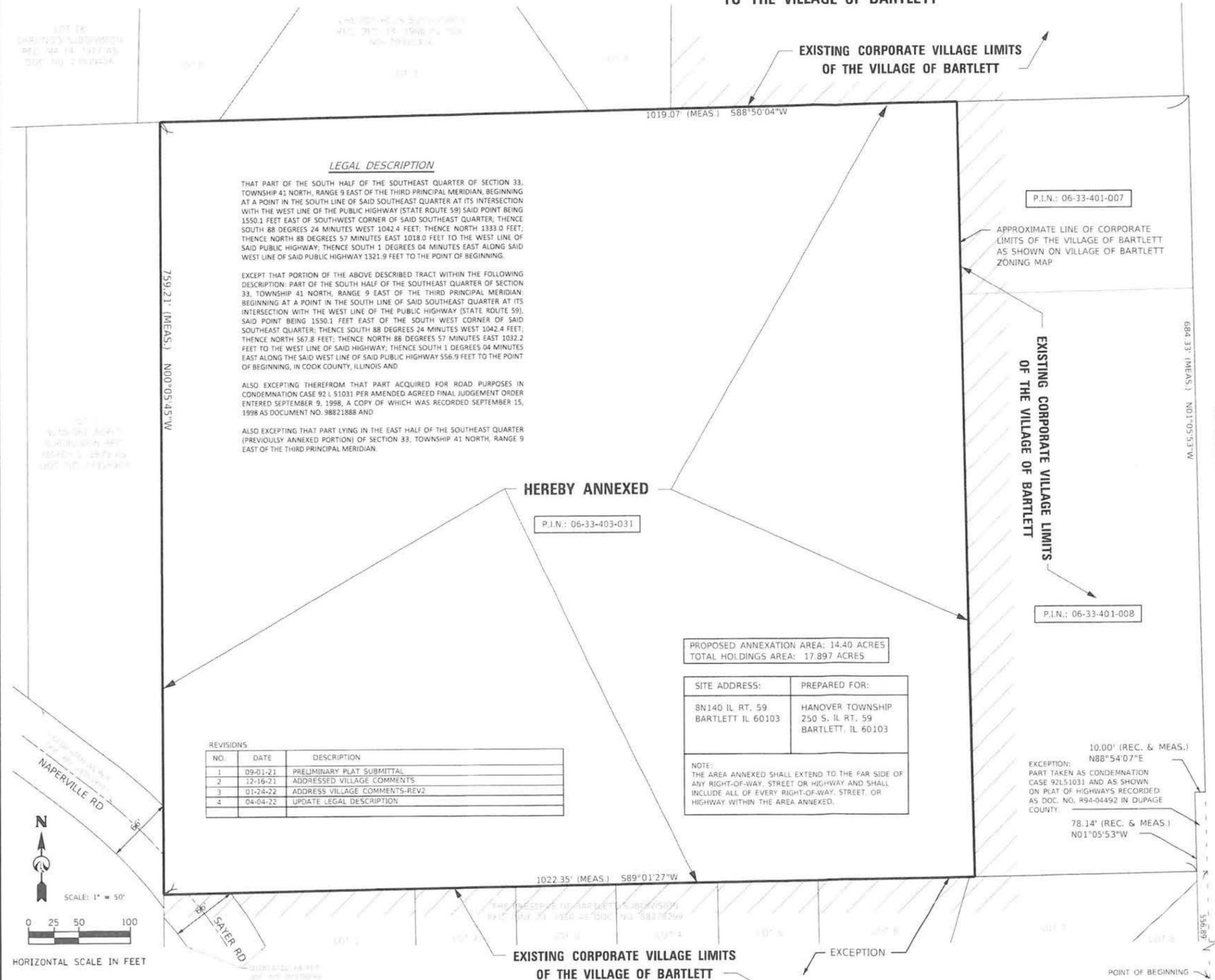
I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022-\_\_\_\_\_, enacted on April 19, 2022 and approved on April 19, 2022, as the same appears from the official records of the Village of Bartlett.

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

**thomas**  
engineering group  
service at the highest grade

thomas engineering group, llc  
2625 butterfield road  
suite 209w  
oak brook, il 60523  
phone: 855-533-1700

# PLAT OF ANNEXATION TO THE VILLAGE OF BARTLETT



**LEGAL DESCRIPTION**

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREE 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIPTION: PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59), SAID POINT BEING 1550.1 FEET EAST OF THE SOUTH WEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREE 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 556.9 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888 AND

ALSO EXCEPTING THAT PART LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (PREVIOUSLY ANNEXED PORTION) OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN.

**HEREBY ANNEXED**

PROPOSED ANNEXATION AREA: 14.40 ACRES  
TOTAL HOLDINGS AREA: 17.897 ACRES

SITE ADDRESS:	PREPARED FOR:
8N140 IL RT. 59 BARTLETT IL 60103	HANOVER TOWNSHIP 250 S. IL RT. 59 BARTLETT, IL 60103

NOTE:  
THE AREA ANNEXED SHALL EXTEND TO THE FAR SIDE OF ANY RIGHT-OF-WAY, STREET OR HIGHWAY AND SHALL INCLUDE ALL OF EVERY RIGHT-OF-WAY, STREET, OR HIGHWAY WITHIN THE AREA ANNEXED.

NO.	DATE	DESCRIPTION
1	09-01-21	PRELIMINARY PLAT SUBMITTAL
2	12-16-21	ADDRESSED VILLAGE COMMENTS
3	01-24-22	ADDRESS VILLAGE COMMENTS-REV2
4	04-04-22	UPDATE LEGAL DESCRIPTION

**OWNERS CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND ANNEXED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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

**ATTEST:**

**NOTARY CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

I HEREBY CERTIFY THAT \_\_\_\_\_ WHOSE NAME(S) IS (ARE) SUBSCRIBED IN THE FOREGOING CERTIFICATE IS (ARE) KNOWN TO ME AS SUCH OWNER(S), GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**NOTARY PUBLIC**

**ANNEXATION CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE TERRITORY ANNEXED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES.

ILLINOIS BY ORDINANCE NO. \_\_\_\_\_ APPROVED ON \_\_\_\_\_

DATED AT BARTLETT, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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

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

**RECORDERS CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AND

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

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

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

WE, THOMAS ENGINEERING GROUP, LLC DO HEREBY CERTIFY THAT WE PREPARED THIS PLAT OF ANNEXATION AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF SAME BASED ON OFFICIAL PLATS AND RECORDS. DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 4TH DAY OF APRIL, 2022.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003817  
LICENSE EXPIRES: NOVEMBER 30, 2022

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-005183



# Agenda Item Executive Summary

	Hanover Township Campus Expansion - Rezoning, Preliminary Overall PUD Plan, Plat of Consolidation, Phase 1 Final PUD Plan, Special Use Permits, Future	Committee	
Item Name	Land Use Plan Amendments	or Board	Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Hanover Township is proposing to expand their existing campus on Route 59. The petitioner is requesting to annex 14.4 acres of property directly south of the campus and **rezone** the entire 17.897-acre property from the ER-1 (Estate Residence) Zoning District to the P-1 PUD (Public Lands) Zoning District. The petitioner has submitted a phasing plan for the project. Phase 1 includes the emergency services station, phase 2 includes the facilities and road maintenance administration offices and phase 3 includes a public cemetery and walking paths.

A **Comprehensive Plan amendment to the Bartlett Future Land Use Plan** is being requested to change the designation of the area from "Residential" to "Municipal/Institutional".

The petitioner is requesting a **Plat of Consolidation** which would combine the three (3) existing PINs and parcels to create one PIN and one zoning lot.

**Site plan review** is being requested for Phase 1 (emergency services station). **Special Use Permits** for a planned unit development to allow two principal buildings on one zoning lot, wetland mitigation and for a cemetery are also being requested.

The **Plan Commission** reviewed the petitioner's requests and conducted the public hearing at their meeting on March 10, 2021. Members of the public requested that the petitioner consider (a) providing a connection from Sayer Road to the walking paths proposed in Phase 3 and (b) the impact of the cemetery (Phase 3) on groundwater and private wells on adjacent properties. The petitioner agreed to extend a walking path to Sayer Road and to hire a groundwater consultant during the engineering and design of the proposed cemetery. The Plan Commission recommended **approval** subject to the conditions and Findings of Fact outlined in the staff report.

The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on April 5, 2022. The **Committee forwarded the petition on to the Village Board for a final vote.**

## ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance with exhibits

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to approve *Ordinance #2022-\_\_\_\_\_ An Ordinance Approving the Rezoning, Preliminary Overall PUD Plan, Plat of Consolidation and Phase 1 Final PUD Plan, Granting Special Use Permits and Amending the Future Land Use Plan for the Hanover Township Campus Expansion*
- Motion

Staff: Roberta Grill, Planning & Development Services Director      Date: 04.06.2022

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**22-35**

DATE: April 6, 2022  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta Grill, Planning & Development Services Director *RBG*  
RE: **(#21-13) Hanover Township Campus Extension**

---

**PETITIONER**

James Barr on behalf of Hanover Township

**SUBJECT SITE**

8N125 and 8N140 Route 59 (17.9 acres on the west side of Route 59, south of the Hanover Township campus)

**REQUEST**

**Rezoning** (upon annexation) from the ER-1 (Estate Residence) Zoning District to the P-1 PUD (Public Lands) Zoning District,  
**Comprehensive Plan Map Amendment** to the Future Land Use Plan,  
**Plat of Consolidation,**  
**Preliminary Overall PUD Plan Review**  
**Final Site/PUD Plan Review** for Phase 1 (emergency services station)  
**Special Uses** for a planned unit development, wetland mitigation and public cemetery

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Single Family</b>	<b>Residential</b>	<b>ER-1, R4*</b>
North	Institutional	Intuitional/Residential	P-1
South	Single Family	Single Family	SR-3 PUD
East	Single Family/Intuitional	Single Family/Institutional	SR-3/P-1
West	Single Family	Single Family	R4*

\*Cook County – Single Family Residence

### **ZONING HISTORY**

Through the staff's research and as shown on the Village's Annexation Map, the eastern portion of this property has been part of Bartlett since its incorporation in 1891 and was shown on the Village's first Zoning Map (1941) as part of the Farm District. The 1969 Zoning Map identifies the eastern portion of the subject property as R-1 Single Family Residence District. As part of the comprehensive rezoning of the village in 1978, the eastern portion of the property was rezoned to ER-1 Estate Residence District.

### **DISCUSSION**

1. The petitioner is requesting to annex the west 14.24 acres of the property and, upon annexation, **rezone** the entire 17.897-acres from the ER-1 (Estate Residence) Zoning District to the P-1 PUD (Public Lands) Zoning District.
2. A **Comprehensive Plan map amendment to the Bartlett Future Land Use Plan** is being requested to change the designation of the area from "Residential" to "Municipal/Institutional".
3. The petitioner is requesting a **Plat of Consolidation** which would combine the three (3) existing PINs and parcels to create one PIN and one zoning lot. Approximately 0.07 acres will be dedicated for Sayer Road's right of way.
4. The petitioner has submitted a phasing plan and **preliminary overall PUD Plan** for the project. Phase 1 includes the emergency services station, phase 2 includes the facilities and road maintenance administration offices and phase 3 includes a public cemetery and walking paths.

#### *Phase 1*

5. The petitioner is also requesting **final site/PUD plan review** for Phase 1 for an emergency services station.
6. The former single-family residence (8N125 Route 59) will be converted into offices, a communication room, and training room and an approximately 6,800 sq.ft. single story garage addition will be constructed. This garage would include locker-rooms, bathrooms, storage and parking for 12 vehicles.
7. The Hanover Township Emergency Services fleet currently includes a light rescue squad, SUV and decontamination truck.
8. The 27'-2" high addition will be constructed with grey metal panels with a brick base to match the existing building's facade.
9. The PUD plan identifies 22 parking spaces including 1 accessible space which exceeds the Zoning Ordinance requirement of 14 spaces.

10. Access to the site will be via Hanover Township campus' existing curb cuts on Route 59 and W. Bartlett Road. The existing driveway on Route 59 (previously serving the two single-family homes) will be removed.
11. The petitioner is requesting **Special Use Permits** for a planned unit development to allow two principal buildings on one zoning lot and wetland mitigation at the northeast corner of the site.
12. Once the Emergency Services Department is relocated to this site, the current facility, commonly known as the fire barn, will be used for bus storage for the Township's Dial-A-Bus program.

*Phase 2 (approximately 2-4 years in the future)*

13. The petitioner is proposing to convert the former residence (8N140 Route 59) into the Facilities and Road Maintenance administration office.
14. The existing driveway to the building would be removed and replaced with a 24-ft wide access drive and a small parking lot would be constructed.
15. The proposed parking lot and any building additions would require final site/PUD plan review prior to construction.
16. As part of phase 2, the watermain would be extended through the site to Sayer Road to provide the required loop in the water system.
17. The facilities and road maintenance vehicle fleet will continue to utilize the existing garages located on the current campus.
18. There will be no access to Sayer Road.

*Phase 3 (approximately 3-8 years in the future)*

19. The petitioner is requesting a **special use permit** to allow a public cemetery at the northwest corner of the property. The cemetery would require final site/PUD plan review prior to construction.
20. As part of phase 3, the petitioner is also proposing to construct walking paths around the two large wetlands on the property.
21. The annexation agreement, engineering, landscape and photometric plans are currently being reviewed by the staff.

**RECOMMENDATION**

1. The Staff recommends approval of the petitioner's requests for rezoning, an overall preliminary PUD plan, final site/PUD plan review for Phase 1, plat of consolidation, amendment to the Future Land Use Plan and special uses subject to the following conditions and Findings of Fact:
  - a. Building permits shall be required for all construction activities;
  - b. Village Engineer approval of the Preliminary Engineering Plans for the overall preliminary PUD plan;
  - c. Village Engineer approval of the Final Engineering and Stormwater Plans for the final site/PUD plan for Phase 1;
  - d. Engineering approval of the Wetland Report;
  - e. Staff approval of the Landscape and Photometric Plans;
  - f. Landscaping must be installed within one year of the issuance of a building permit;
  - g. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Planning & Development Services for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
  - h. Building signage shall be reviewed and approved separately by the Planning & Development Services Department in accordance with the Sign Ordinance;
  - i. A sign permit shall be required for each ground and wall sign;
  - j. A Public Improvement Completion Agreement (PICA) must be submitted and approved by the Village Board;
  - k. The site shall have no vehicular access to Sayer Road.
  - l. Findings of Fact (Overall PUD Plan):
    - i. That the proposed emergency services station and road maintenance administrative offices are permitted uses and the proposed cemetery is a special use in the P-1 PUD Zoning District in which the Subject Properties are located;
    - ii. 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;
    - iii. The Planned Unit Development 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;
    - iv. The Planned Unit Development shall not include impact donations;
    - v. The plan will provide adequate utilities, drainage and other necessary facilities per the Annexation Agreement;
    - vi. The plan shall provide adequate parking and ingress and egress and be so designed as to minimize traffic congestion and hazards in the

- public streets;
- vii. The plan shall 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;
- viii. There shall be reasonable assurance that, if authorized, it will be completed according to schedule and adequately maintained;
- m. Findings of Fact (Special Uses – planned unit development and public cemetery):
  - i. That the proposed Hanover Township campus expansion and cemetery will contribute to the general welfare of the neighborhood and/or community;
  - ii. That the proposed Hanover Township campus expansion and cemetery will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
  - iii. That the special uses shall conform to the regulations and conditions specified in the Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees;
- n. Findings of Fact: (Special Use - wetland):
  - i. That the granting of the Special Use is in harmony with the general purpose and intent of this Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the Village's Comprehensive Plan and Official Map for development.
  - ii. That the granting of the Special Use will not:
    - (a) Diminish the value of land and buildings in its neighborhood;
    - (b) Increase the potential for flood damages to adjacent property;
    - (c) Incur additional public expense for flood protection, rescue or relief;
    - (d) Increase the hazard from other dangers to said property;
    - (e) Otherwise impair the public health, safety, comfort, or general welfare of the inhabitants of the Village, nor will it otherwise create a nuisance;
- o. Findings of Fact (Final PUD Plan-Phase 1):
  - i. That the proposed emergency service station is a permitted use in the P-1 PUD Zoning District;
  - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
  - iii. That the vehicular ingress and egress to and from the sites and circulation within the sites provides for safe, efficient and convenient movement of traffic not only within the sites but on adjacent roadways as well;
  - iv. That the PUD plan provides for the safe movement of pedestrians

- within the site;
  - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the sites so that the proposed development will be in harmony with adjacent land uses. Any part of the PUD plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs;
  - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
2. The **Plan Commission** reviewed the petitioner's requests and conducted the public hearing at their meeting on March 10, 2021. Members of the public requested that the petitioner consider (a) providing a connection from Sayer Road to the walking paths proposed in Phase 3 and (b) the impact of the cemetery (Phase 3) on groundwater and private wells on adjacent properties. The petitioner agreed to extend a walking path to Sayer Road (*the revised Phasing Plan is attached*) and to hire a groundwater consultant during the engineering and design of the proposed cemetery. The Plan Commission recommended **approval** subject to the conditions and findings of fact outlined in the staff report.
  3. The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on **April 5, 2022. The Committee forwarded the petition on to the Village Board for a final vote.**
  4. The ordinance with exhibits is attached for your reference.

ORDINANCE 2022 - \_\_\_\_\_

**AN ORDINANCE APPROVING THE REZONING, PRELIMINARY OVERALL PUD PLAN, PLAT OF CONSOLIDATION AND PHASE 1 FINAL PUD PLAN, GRANTING SPECIAL USE PERMITS, AND AMENDING THE FUTURE LAND USE PLAN FOR THE HANOVER TOWNSHIP CAMPUS EXPANSION**

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**WHEREAS**, Hanover Township (the “Owner”) is the owner of record of real estate comprising approximately 14.4 acres located in Cook County Illinois, which is legally described on **Exhibit A-1** attached hereto (the “West Unincorporated Parcel”); and

**WHEREAS**, the Owner is also the owner of record of real estate comprising approximately 3.497 acres located in the Village of Bartlett, Illinois, which is legally described on **Exhibit A-2** attached hereto (the “East Incorporated Parcel”); and

**WHEREAS**, the West Unincorporated Parcel and the East Incorporated Parcel; constitute and are collectively referred to herein as the “Property”; and

**WHEREAS**, the West Unincorporated Parcel is contiguous to the Village of Bartlett (the “Village”) and has not been previously annexed to any municipality; and

**WHEREAS**, the Owner has filed with the Village Clerk a sworn Petition for Annexation of the West Unincorporated Parcel to the Village of Bartlett pursuant to the provisions of Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

**WHEREAS**, James Barr, on behalf of the Owner, has filed a petition 1) to rezone the West Unincorporated Parcel to the ER-1 (Estate Residence) District, the zoning district to which it is automatically zoned upon annexation, and to further rezone the West Unincorporated Parcel to the P-1 PUD (Public Land) Zoning District; (2) to rezone the East Incorporated Parcel from the ER-1 (Estate Residence) Zoning District to the P-

1 PUD Public Land Zoning District; (3) Preliminary Overall PUD Plan approval for the Property; (4) Final PUD Plan approval for Phase 1; (5) special use permits to allow (i) a planned unit development, (ii) wetland mitigation, and (iii) a public cemetery; and (6) for a Comprehensive Plan Amendment to the Future Land Use Plan to allow the designation of the Property to change from Residential Uses to Municipal/Institutional Uses, (collectively, the "Zoning Requests"); and

**WHEREAS**, after notice was duly (1) published in a newspaper of general circulation in the Village; (2) mailed to all property owners within 250 feet of the Property by certified mail; (3) posted on the Property, all in accordance with State law and the Village ordinances; the Bartlett Plan Commission conducted a public hearing on March 10, 2022 on the Zoning Requests and has made its report to the Village President and Board of Trustees (the "Corporate Authorities") regarding the land use and development contemplated herein and has made certain findings of fact and recommended approval thereof to the Corporate Authorities subject to certain conditions; and

**WHEREAS**, on April 19, 2022, the Corporate Authorities held a public hearing on an Annexation and Development Agreement concerning the development of the West Unincorporated Parcel and the East Incorporated Parcel pursuant to public notice as required by the provisions of Section 11-15.1-1, *et seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*), and on April 19, 2022 passed an ordinance approving the Annexation and Development Agreement between the Owner, Hanover Township, and the Village, which ordinance is hereinafter referred to as the "Annexation and Development Agreement Ordinance" and which agreement is hereby expressly

incorporated herein by this reference and is hereinafter referred to as the “Annexation and Development Agreement”; and

**WHEREAS**, pursuant to the terms of the Annexation and Development Agreement, the Corporate Authorities passed an ordinance on April 19, 2022 annexing the West Unincorporated Parcel legally described and depicted on the Plat of Annexation attached hereto as **Exhibit B**, to the Village, which ordinance is hereinafter collectively referred to as the “Annexation Ordinance”; and

**WHEREAS**, the Annexation and Development Agreement provides, among other things, that the Corporate Authorities will approve the Zoning Requests with respect to the Property by passing the “Hanover Township Campus Expansion Rezoning & Development Ordinance” as that term is defined therein, subject to certain conditions and restrictions, and this Ordinance is intended to constitute the said “Hanover Township Campus Expansion Rezoning & Development Ordinance”;

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

**SECTION ONE:** The Corporate Authorities do hereby make the following findings of fact pertaining to the rezoning of the Property to P-1 (Public Lands) Zoning District, and the zoning map amendment for the Property to P-1 PUD Public Lands:

1. The proposed re-zoning of the Property to the P-1 (Public Land) is compatible with existing uses of property within the general area of the Property in question.
2. The proposed rezoning of the property to the P-1 (Public Land) District is compatible with the zoning classifications of property within the general area of the Property in question.

3. The compatibility of the proposed use of the Property in question to the uses permitted under the existing zoning classification.
4. The trend and character of development, if any, in the general area of the Property in question, including changes, if any, that have taken place in the zoning classifications of the property in the general area of the Property in question.
5. The depreciatory or appreciatory impact, if any, of the proposed development upon surrounding properties in the general area of the Property in question.
6. The environmental impact of the proposed development if a commercial or industrial use is proposed, or any floodway, flood plain, or wetlands is located on or in the general vicinity of the Property in question, and while a commercial or industrial use is not proposed for the Property, there is no negative environmental impact of the proposed development based on the conditions of approval set forth in this Ordinance.
7. The rezoning will be in compliance with the Bartlett comprehensive plan as amended.
8. The proposed rezoning will have negligible fiscal impact.

**SECTION TWO:** That the West Unincorporated Parcel is hereby rezoned from the ER-1 (Estate Residence) Zoning District, the zoning district to which the Property is automatically zoned upon annexation, to the P-1 (Public Land) Zoning District, and the East Incorporated Parcel is hereby rezoned from the ER-1 (Estate Residence) Zoning District to the P-1 (Public Land) District, subject to the terms, conditions and requirements set forth in Sections Three and Twelve of this Ordinance, and the Official Zoning Map of the Village is hereby amended to reflect said rezoning and granting of a special use permit for the Planned Unit Development therefor as set forth in Section Seven of this Ordinance, to the P-1 PUD Zoning District, subject to said same terms, conditions and requirements.

**SECTION THREE:** The Phasing Plan and Preliminary Overall PUD Plan for the Property prepared by Thomas Engineering Group, LLC dated

September 14, 2021 and last revised March 1, 2022, attached as **Exhibit C** (“Phasing Plan/Preliminary Overall PUD Plan”), and the Plat of Consolidation prepared by Thomas Engineering Group, LLC dated September 1, 2021 and last revised January 24, 2022, attached as **Exhibit D** (the “Consolidation Plat”); are expressly made part of this Ordinance and are hereby individually approved; and constitute and are collectively referred to herein as the “Preliminary Overall PUD Plan”, and which is hereby approved as part of the special use granted in Section Seven, subject to the findings of fact in Section Five, the additional conditions in Section Twelve of this Ordinance and the following conditions which must be satisfied before execution by the Village of the Plat of Consolidation:

1. Approval by the Village Engineer of the final engineering plans for the Hanover Township Campus Expansion to be prepared and finalized by Thomas Engineering Group, LLC, which substantially conform with the preliminary engineering plans also prepared by Thomas Engineering Group, LLC dated 9/14/21, last revised 3/7/22, consisting of 161 sheets (the “Preliminary Engineering Plans”), and which final engineering plans shall meet the requirements of the Bartlett Subdivision & PUD Ordinance (the “Subdivision Ordinance”) as the same may be amended before they are approved by the Village Engineer, and which shall include without limitation, an engineering development plan and detail for the entire Property with respect to grading, private roads, private sidewalks, and bike/walking paths and other private improvements, as well as the public improvements, including, but not limited to (1) water transmission mains, including domestic and fire flow; (2) sanitary interceptor and collector sewer lines to connect to the Village’s sanitary sewer collection system; (3) stormwater management, including, but not limited to, the acre feet of stormwater storage necessary for the Property and on-site and off-site floodwater routing; and (4) a Phase 1 Final Engineering Plan which shall include a utility plan which clearly shows which utilities are proposed for Phase 1 and an engineer’s estimate of probable cost (“EEOC”) for Phase 1 (collectively, the “Final Engineering Plans”). With each subsequent Phase, the Owner/Developer’s Engineer shall submit updated EEOC’s.

2. Delivery to the Village of an executed Public Improvements Completion Agreement (“PICA”) in a form as incorporated in the Subdivision Ordinance, except for such modifications thereto as approved by the Village Attorney. A new or amended PICA with updated EEOC’s shall be required before a building permit or development permit issues for Phases 2 and 3.

3. Submittal of a letter of credit or performance and payment bonds from a financial institution or surety meeting at least the minimum requirements therefor set forth in the Subdivision Ordinance, issued on behalf of the Owner/Developer or by the Owner/Developer's general contractor or construction manager to guarantee that for such of the following items: site grading; on-site and off-site underground improvements, including but not limited to water mains, vaults, and valve vaults, sanitary sewer mains and manholes and any required force main; curb cuts and driveway approaches; and all stormwater facilities, including storm sewer underground items, detention items, erosion control, sidewalk or bicycle path; stormwater management improvements and landscaping improvements (collectively, the "Public Improvements") will be timely completed, fully paid for, and maintained for a period of 18 months after acceptance of the Public Improvements for each phase of the development of the Property by the Corporate Authorities. The amount of such security for each phase shall be as approved by the Village Engineer based on the engineer's estimates prepared by the Owner/Developer's engineer as may be accepted by the Village Engineer, in his reasonable discretion, and the form of such security shall be as set forth in the Subdivision Ordinance, except as modified and approved by the Village Attorney. The Public Improvements for a given phase shall be completed and fully paid for within 12 months of when construction thereof commences, and when completed and approved by the Village Engineer to go into maintenance, the Owner/Developer, or its contractor or construction manager, shall have furnished a maintenance letter of credit or maintenance bond in form and substance as provided in the Subdivision Ordinance. In the event any of the Public Improvements are damaged as a result of construction activities on the Property, or in connection with the installation and construction of the off-site Public Improvements, all such damage shall be promptly repaired, or caused to be repaired, by the Owner/Developer without cost to the Village.

4. All landscape improvements shall be in compliance with the landscaping requirements set forth in Chapter 11A of the Zoning Ordinance, and the final landscape plan approved by the Village for the applicable phase of the development and shall be subject to the inspection, review and approval of the Bartlett Planning and Development Services Department (the "PDS Department") to confirm that the landscape improvements as installed conform to said ordinance and the approved landscape plan and at the time of inspection are living and are likely to survive.

5. Approval of all curb cuts and curb cut improvements by the Illinois Department of Transportation ("IDOT"). Approval by the Highway Department or IDOT of the proposed curb cuts as depicted on the Site Development Plan on Route 59, and the Owner/Developer's agreement to construct such turn lanes, acceleration lanes, deceleration lanes, road markings, and traffic control devices and measures recommended by the Highway Department, if any.

6. Approval of building elevation plans consistent with the Building Elevations for Emergency Services Station attached hereto as **Exhibit F**, with colors and materials, dimensions and height of buildings labeled thereon, shall be submitted to the PDS Dept. with any building plans submitted for a building permit.

7. Commencement of Construction. No construction of any private improvements or any Public Improvements in any phase shall be commenced prior to submission of the letters of credit or performance and payment bonds as required in paragraph 3 of this Section; and certificates of insurance from the Owner/Developer, or the general contractor, or prime contractors, or construction manager hired by the Owner/Developer to construct the Public Improvements have been furnished to the Village evidencing that each has in place commercial general liability, automobile, workers compensation and employers liability insurance in such amounts and coverages satisfactory to the Village and naming the Village as an additional insured thereon.

8. Landscaping for each phase shall be planted and installed within one (1) year of the issuance of a building permit for that phase and shall be in substantial conformance with the preliminary Landscape Plan approved for the applicable phase, except as modified to accommodate the PDS Department final comments and approval thereof (the "Final Landscape Plan") and shall be installed (weather permitting) prior to the issuance of an occupancy permit for the building being developed on the Property for the applicable phase of development. If due to weather landscaping cannot be installed at the time of occupancy of any unit, a conditional occupancy permit may issue provided a landscape bond has been submitted to the PDS Department prior to issuance of any such conditional occupancy permit. The landscape bond shall be issued by a surety company authorized by the Illinois Department of Insurance to issue and sign sureties, and shall be in an amount equal to 110% of the contract sum on an executed contract between the Owner/Developer and a licensed, insured, and bonded landscape contractor, otherwise as estimated by the landscape architect or engineering firm that prepared the Final Landscape Plan for the applicable phase.

9. All Public Improvements shall be constructed and installed in strict conformance with the Final Engineering Plans and the Subdivision Ordinance, and the Property shall be developed in accordance with the Final Site/PUD Plan for the applicable phase and in conformance with the Bartlett Building Code and other ordinances of the Village, and all Federal, State, and County laws, statutes, ordinances, and regulations in effect at the time the building permit or development permit for the applicable phase is issued. Minor modifications to any approved Final Site/PUD Plan shall not require an amendment to this Agreement, and may be approved by the PDS Director.

10. Development of Phases 2 and 3 shall require approval by ordinance of a Final Site/PUD Plan and final landscape plan for the applicable phase, and Owner/Developer shall submit engineer's estimates for the Public Improvements proposed to be constructed in the applicable phase, and a new Public Improvements Completion Agreement ("PICA") or an amendment to the PICA approved for Phase 1, shall be submitted to the Village and may be executed by the Village Administrator on behalf of the Village, together with new or amended security in the form of a letter of

credit or performance bond and payment bond to guaranty completion and full payment of the public improvements of the applicable phase of development of the Property.

11. Compliance with all the terms and conditions of the Annexation and Development Agreement.

12. Satisfaction of the additional conditions set forth in Section Twelve of this Ordinance.

**SECTION FOUR:** That the Corporate Authorities hereby make the following findings of fact pertaining to the Special Use Permits for the (1) Planned Unit Development, and (2) a public cemetery, after taking into account the conditions established in Sections Three and Twelve of this Ordinance:

- A. The proposed Hanover Township Campus Expansion and public cemetery at that particular location is necessary and 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 and/or community;
- B. That the proposed Hanover Township Campus Expansion and public cemetery will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
- C. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

**SECTION FIVE:** That the Corporate Authorities do hereby make the following findings of fact pertaining to the special use permit for a Planned Unit Development and approval of the Preliminary Overall PUD Plan for the Property, after taking into account the conditions of the special use permit set forth in Sections Three and Twelve of this Ordinance:

- A. The Comprehensive Plan Amendment to change the Future Land Use Plan coincides with the trend and character that has been established in

the area and which conforms with general planning policies and precedents of the Village;

- B. The proposed emergency services station and road maintenance administrative offices are permitted uses in the P-1 Public Land Zoning District, and a cemetery is a special use in the P-1 Zoning District;
- C. 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;
- D. The planned unit development shall not substantially lessen or impede the suitability for 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;
- E. The planned unit development shall not include impact donations;
- F. The plan will provide adequate utilities, drainage and other necessary facilities per the Annexation and Development Agreement;
- G. The plan shall provide adequate parking and ingress and egress and be so designed as to minimize traffic congestion and hazards in public streets;
- H. The plan shall have adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
- I. There shall be reasonable assurance that, if authorized, this facility will be completed according to an appropriate schedule and adequately maintained.

**SECTION SIX:** The Corporate Authorities do hereby make the following findings of fact with respect to the Developer's petition for a Special Use Permit for wetland mitigation based on the conditions set forth in Sections Three and Twelve of this Ordinance:

- A. That the granting of the Special Use Permit is in harmony with the general purpose and intent of this Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the Village's Comprehensive Plan and Official Map for development;
- B. That the granting of the Special Use Permit will not:
  - i. Diminish the value of land and buildings in its neighborhood;
  - ii. Increase the potential for flood damages to adjacent property;

- iii. Incur additional public expenses for flood protection, rescue or relief;
  - iv. Increase the hazard from other dangers to said property
  - v. Otherwise impair the public health, safety, comfort or general welfare of the inhabitants of the Village, nor will it otherwise create a nuisance.
- C. The Special Use Permit to allow a retention area to discharge into a wetland shall meet any additional criteria outlined in Ordinance 88-7, the Village of Bartlett Floodplain and Wetland Ordinance, which is incorporated hereby by reference.

**SECTION SEVEN:** That the Special Use Permits to allow (1) a planned unit development, (2) a public cemetery, and (3) wetland mitigation on the Property are hereby granted, subject to the Findings of Fact set forth in Sections Four, Five and Six, and subject to the conditions set forth in Sections Three and Twelve of this Ordinance.

**SECTION EIGHT:** The Corporate Authorities do hereby make the following findings of fact with respect to the Owner's petition for Phase 1 Final PUD Plan approval based on the conditions set forth in Sections Three and Twelve of this Ordinance:

- A. That the proposed emergency service station is a permitted use in the P-1 (Public Land) Zoning District and as reflected on both the Preliminary Overall PUD Plan and the Phase 1 Final PUD Plan (hereinafter defined);
- B. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- C. That the vehicular ingress and egress to and from the sites and circulation within the sites provides for safe, efficient and convenient movement of traffic not only within the sites but on adjacent roadways as well;
- D. That the Preliminary Overall PUD Plan for the Property and the Phase 1 Final PUD Plan (hereinafter defined) provides for the safe movement of pedestrians within the site;
- E. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the sites so that the proposed development will be in harmony with adjacent land uses. Any part of the Phase 1 Final PUD Plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs in phases;

- F. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

**SECTION NINE:** The Phase 1 Final Site/PUD Plan prepared by Thomas Engineering Group, LLC dated September 14, 2021 and last revised March 1, 2022, attached as **Exhibit E** (“Phase 1 Final Site/PUD Plan”); the Building Elevations prepared by FGM Architects, Inc dated September 14, 2021 and last revised December 6, 2021, attached as **Exhibit F** (the “Elevations”); the Floor Plans prepared by FGM Architects, Inc dated September 14, 2021 and last revised December 6, 2021, attached as **Exhibit G** (the “Floor Plan”); and the Phase 1 Landscaping Plan prepared by Thomas Engineering Group, LLC dated September 14, 2021 and last revised January 24, 2022, attached as **Exhibit H** (the “Landscape Plan”) are expressly made part of this Ordinance. The Phase 1 Final Site/PUD Plan, Elevations, Floor Plan and Landscape Plan; constitute and are collectively referred to herein as the “Phase 1 Final PUD Plan” and are hereby approved, based on the findings of fact set forth in Section Eight, and subject to the conditions set forth in Section Three and Twelve;

**SECTION TEN:** The Corporate Authorities do hereby make the following findings with respect to the Developer’s petition to amend the Village’s Comprehensive Plan entitled “Future Land Use Plan Amendment” in its Development Application to allow the designation of the Property to change from Residential Uses to Municipal/Institutional Uses:

- A. It is necessary to amend the Official Comprehensive Plan and maps of the Village of Bartlett for the Property to provide for the orderly growth of the Village to the end that adequate light, pure air, and safety from fire and other dangers may be secure, that the taxable value of land and buildings throughout the municipality and its surrounding environs may be conserved, that the congestion in the public streets may be avoided, that the hazards to persons and damage to property resulting from accumulation of run off of

storm and flood waters may be lessened or avoided, and that the public health, safety and welfare may otherwise be promoted, and to insure and facilitate the preservation of sites, areas, and structures of historical, architectural, and aesthetic importance;

- B. Based on the foregoing findings, the adoption of such amendment is in the public interest and is not solely for the financial interest of the applicant.

**SECTION ELEVEN:** That the Developer's petition for a Future Land Use Plan Amendment thereby amending the Village's Comprehensive Plan to allow the designation of the Property to change from Residential Uses to Municipal/Institutional Uses is hereby approved and granted, based on the findings set forth in Section Ten, and subject to the conditions set forth in Sections Three and Twelve of this Ordinance.

**SECTION TWELVE:** That the zoning and rezoning of the West Unincorporated Parcel approved in Section One; the rezoning of the East Incorporated Parcel approved in Section Two; the approval of the Preliminary Overall PUD Plan in Section Three; the special use permits to (i) allow a planned unit development, (ii) a public cemetery, and (iii) wetland mitigation granted in Section Seven; the approval of the Phase 1 Final PUD Plan in Section Nine; and the approval of the Future Land Use Plan Amendment and amending the Village's Comprehensive Plan in Section Eleven of this Ordinance are based upon and are hereby made contingent upon the satisfaction of the following conditions:

- A. Building permits shall be required for all construction activities;
- B. Village Engineer approval of the Preliminary Engineering Plans for the overall preliminary PUD plan;
- C. Village Engineer approval of the Final Engineering and Stormwater Plans for the Phase 1 Final PUD Plan, and of the engineer's estimate of cost ("EEOC") therefor;
- D. Engineering approval of the Wetland Report;
- E. Staff approval of the Landscape and Photometric Plans;

- F. Landscaping must be installed within one year of the issuance of a building permit;
- G. If landscaping cannot be installed at the time of construction, a landscape estimate prepared by the landscape architect that prepared the applicable final landscape plan or signed contracts for said landscaping work, shall be submitted to Planning & Development Services for review and approval by the Village Arborist, and a cash bond or additional surety bond posted in the amount approved by the Village Arborist to guaranty its future installation;
- H. Building signage shall be reviewed and approved separately by the Planning & Development Services Department in accordance with the Sign Ordinance;
- I. A sign permit shall be required for each ground and wall sign;
- J. A Public Improvement Completion Agreement (PICA) must be submitted and approved by the Village Board;
- K. The site shall have no vehicular access to Sayer Road.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 19, 2022

APPROVED: April 19, 2022

\_\_\_\_\_  
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 2022-\_\_\_\_\_ enacted on April 19, 2022 and approved on April 19, 2022, as the same appears from the official records of the Village of Bartlett.

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

## WEST UNINCORPORATED PARCEL

**PIN: 06-33-403-031**

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIPTION: PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59), SAID POINT BEING 1550.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 567.8 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 556.9 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888 AND

ALSO EXCEPTING THAT PART LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (PREVIOUSLY ANNEXED PORTION) OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN.

CONTAINING 14.400 ACRES MORE OR LESS.

## EAST INCORPORATED PARCEL

**PIN: 06-33-401-007 & 06-33-401-008**

THAT PART LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (PREVIOUSLY ANNEXED PORTION) OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF THE FOLLOWING DESCRIBED PARCEL:

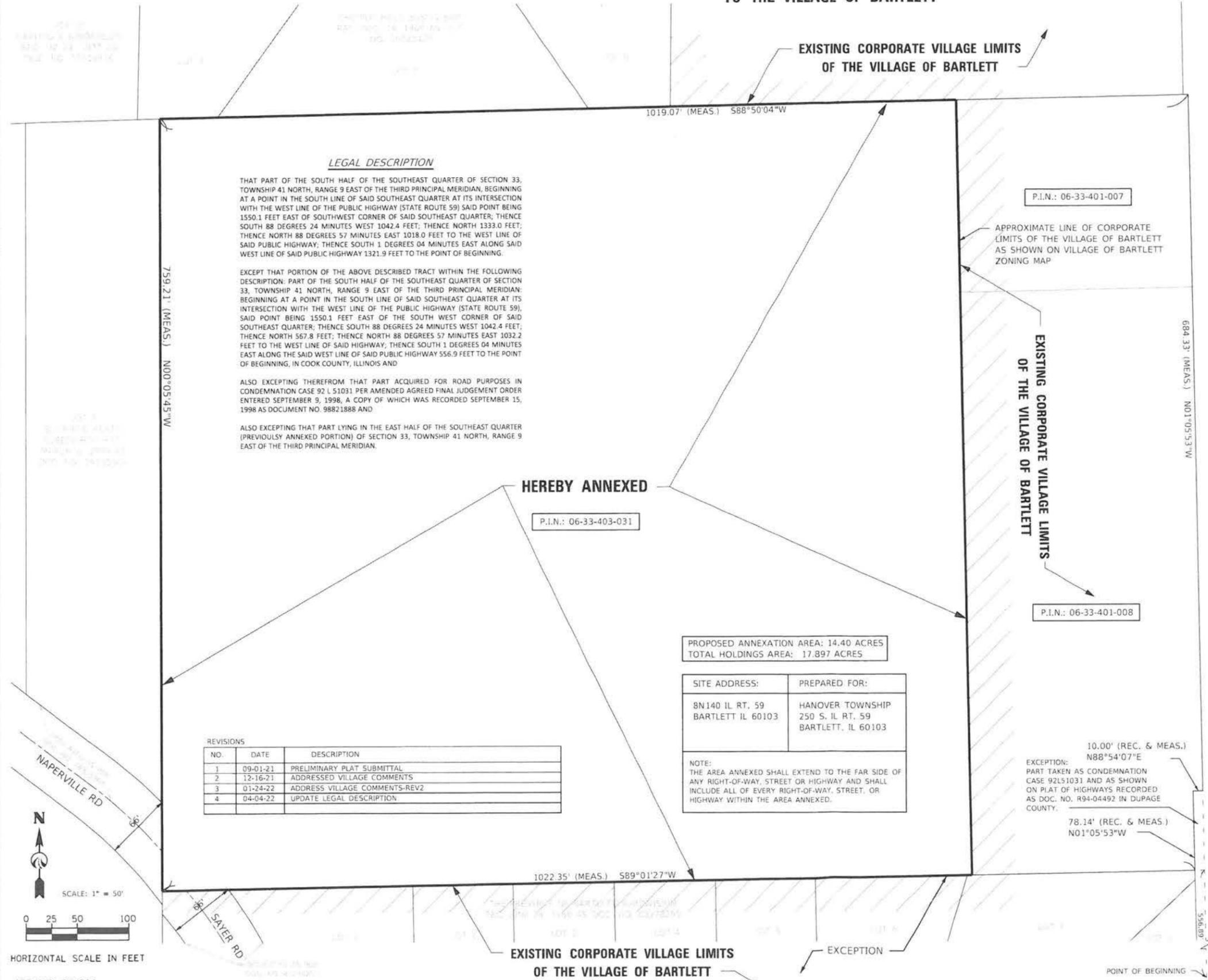
THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIPTION: PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59), SAID POINT BEING 1550.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 567.8 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 556.9 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888.

CONTAINING 3.497 ACRES MORE OR LESS.

# PLAT OF ANNEXATION TO THE VILLAGE OF BARTLETT



**LEGAL DESCRIPTION**

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

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ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888 AND

ALSO EXCEPTING THAT PART LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (PREVIOUSLY ANNEXED PORTION) OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN.

**HEREBY ANNEXED**

P.I.N.: 06-33-403-031

PROPOSED ANNEXATION AREA: 14.40 ACRES  
TOTAL HOLDINGS AREA: 17.897 ACRES

SITE ADDRESS:		PREPARED FOR:	
8N140 IL RT. 59 BARTLETT IL 60103		HANOVER TOWNSHIP 250 S. IL RT. 59 BARTLETT, IL 60103	
NOTE: THE AREA ANNEXED SHALL EXTEND TO THE FAR SIDE OF ANY RIGHT-OF-WAY, STREET OR HIGHWAY AND SHALL INCLUDE ALL OF EVERY RIGHT-OF-WAY, STREET, OR HIGHWAY WITHIN THE AREA ANNEXED.			

NO.	DATE	DESCRIPTION
1	09-01-21	PRELIMINARY PLAT SUBMITTAL
2	12-16-21	ADDRESSED VILLAGE COMMENTS
3	01-24-22	ADDRESS VILLAGE COMMENTS-REV2
4	04-04-22	UPDATE LEGAL DESCRIPTION

**OWNERS CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) 55

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND ANNEXED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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

ATTEST: \_\_\_\_\_

**NOTARY CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) 55

I HEREBY CERTIFY THAT \_\_\_\_\_ WHOSE NAME(S) IS (ARE) SUBSCRIBED IN THE FOREGOING CERTIFICATE IS (ARE) KNOWN TO ME AS SUCH OWNER(S), GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC

**ANNEXATION CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) 55

THIS IS TO CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE TERRITORY ANNEXED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES.

ILLINOIS BY ORDINANCE NO. \_\_\_\_\_ APPROVED ON \_\_\_\_\_

DATED AT BARTLETT, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

VILLAGE PRESIDENT

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

**RECORDERS CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) 55

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AND

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

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

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) 55

WE, THOMAS ENGINEERING GROUP, LLC DO HEREBY CERTIFY THAT WE PREPARED THIS PLAT OF ANNEXATION AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF SAME BASED ON OFFICIAL PLATS AND RECORDS, DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 4TH DAY OF APRIL, 2022.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003817  
LICENSE EXPIRES: NOVEMBER 30, 2022

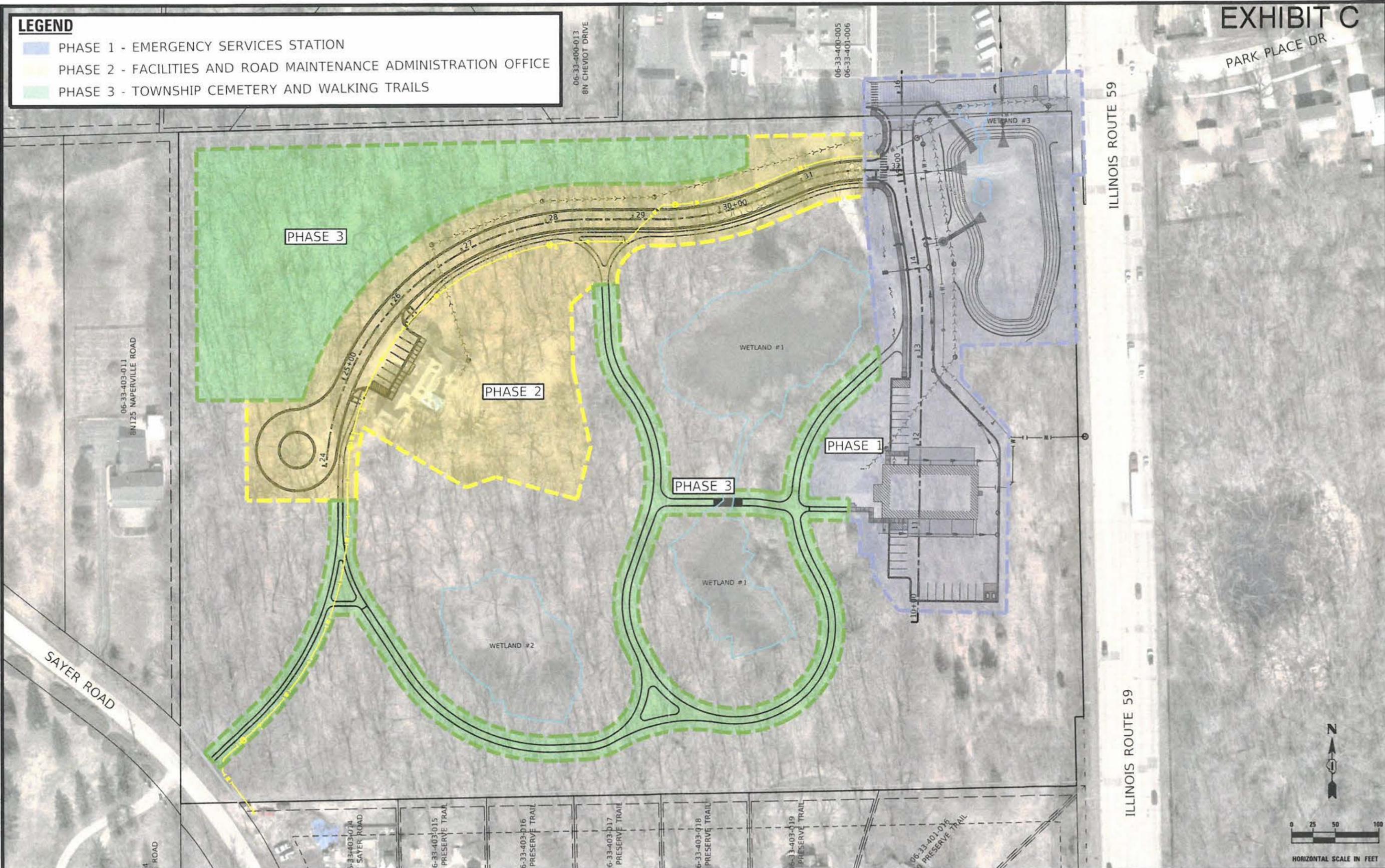
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-005183

# EXHIBIT C

PARK PLACE DR

**LEGEND**

- PHASE 1 - EMERGENCY SERVICES STATION
- PHASE 2 - FACILITIES AND ROAD MAINTENANCE ADMINISTRATION OFFICE
- PHASE 3 - TOWNSHIP CEMETERY AND WALKING TRAILS



DRAWN BY **VJM** DATE **03/01/22**  
 CHECKED BY **MEC** SCALE **1" = 50'**

REVISIONS		
NO.	DATE	DESCRIPTION
1	09/14/21	PRELIMINARY PLAN SUBMITTAL #1
2	12/17/21	RESUBMITTAL #1
3	01/24/22	RESUBMITTAL #2

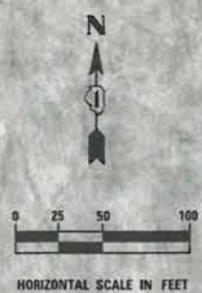


thomas engineering group, llc  
 2625 butterfield road  
 suite 209w  
 oak brook, il 60523  
 phone: 855-533-1700

**WILLIAM TIKNIS**  
**CAMPUS EXPANSION**

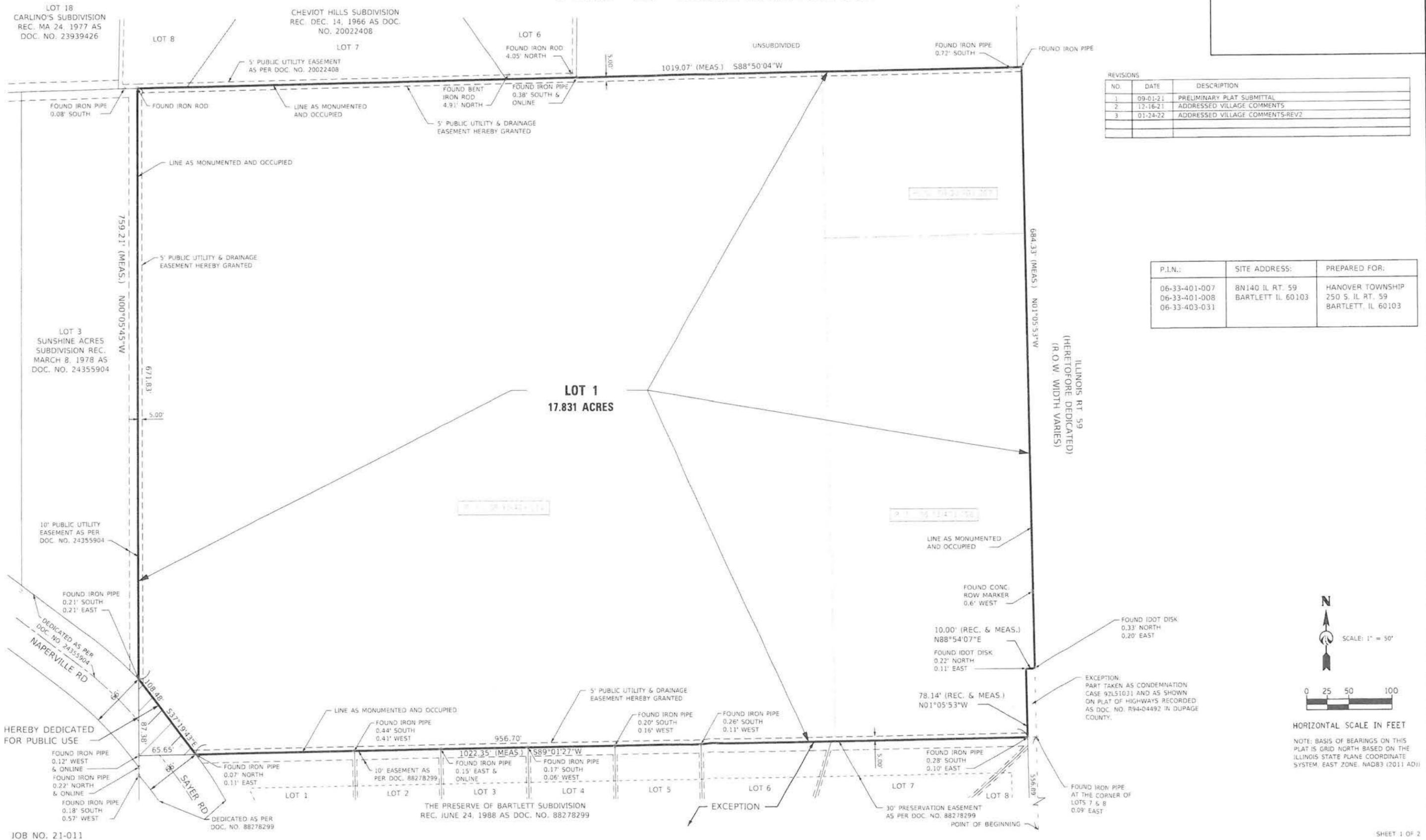
**PHASING PLAN AND**  
**PRELIMINARY OVERALL PUD PLAN**

DRAWING NO.  
**1**



# WILLIAM TIKNIS CAMPUS EXPANSION PLAT OF CONSOLIDATION

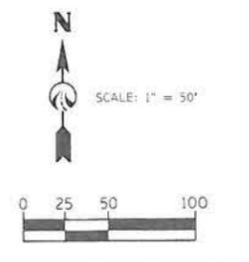
EXHIBIT D



REVISIONS

NO.	DATE	DESCRIPTION
1	09-01-21	PRELIMINARY PLAT SUBMITTAL
2	12-16-21	ADDRESSED VILLAGE COMMENTS
3	01-24-22	ADDRESSED VILLAGE COMMENTS-REV2

P.I.N.:	SITE ADDRESS:	PREPARED FOR:
06-33-401-007	8N140 IL RT. 59	HANOVER TOWNSHIP
06-33-401-008	BARTLETT IL 60103	250 S. IL RT. 59
06-33-403-031		BARTLETT, IL 60103



NOTE: BASIS OF BEARINGS ON THIS PLAT IS GRID NORTH BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJ)

OWNER'S AND SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

OWNER(S) \_\_\_\_\_

NOTARY'S CERTIFICATE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

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

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

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

VILLAGE OF BARTLETT CERTIFICATE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

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 )  
 ) SS  
COUNTY OF COOK )

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 )  
 ) SS  
COUNTY OF COOK )

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 DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED 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 )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, VILLAGE ENGINEER OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, CERTIFY THAT THE LAND IMPROVEMENTS FOR THE SUBJECT PLATTED AREA AS DESCRIBED IN THE PLANS AND SPECIFICATIONS

TITLED: \_\_\_\_\_ DATED \_\_\_\_\_

LAST REVISED \_\_\_\_\_ PREPARED BY: \_\_\_\_\_

MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE OF BARTLETT. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
VILLAGE ENGINEER

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO ARTICLE 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS", AS AMENDED. A PLAN THAT MEETS THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DISTRICT ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTY HIGHWAY CERTIFICATE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

THIS PLAT HAS BEEN APPROVED BY THE COOK COUNTY HIGHWAY DEPARTMENT WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY \_\_\_\_\_

PURSUANT TO 765 ILCS 205/2, HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY RIGHT OF WAY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
COUNTY ENGINEER

VILLAGE OF BARTLETT  
PUBLIC UTILITY EASEMENT PROVISIONS

A PERPETUAL EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, OVER, UPON, ACROSS, THROUGH AND UNDER THOSE PORTIONS OF THE ABOVE DESCRIBED REAL ESTATE DESIGNATED PUBLIC UTILITY EASEMENT ON THIS PLAT, FOR THE PURPOSE OF INSTALLING, LAYING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, RENEWING AND REPLACING: WATERMANS, SANITARY SEWER LINES, STORM SEWER LINES, STREET LIGHT CABLES AND ANY OTHER VILLAGE UTILITIES, TOGETHER WITH ALL APPURTENANT STRUCTURES, INCLUDING, BUT NOT LIMITED TO: MANHOLES, WET WELLS, LIFT STATIONS, FIRE HYDRANTS, VALVE VAULTS, STREET LIGHTS AND ANY AND ALL OTHER FIXTURES AND EQUIPMENT REQUIRED FOR THE PURPOSE OF SERVING THE ABOVE DESCRIBED REAL ESTATE WITH WATER SERVICE, SANITARY SEWER SERVICE, STORM WATER COLLECTION, STREET LIGHTING AND OTHER MUNICIPAL SERVICES AND FOR THE PURPOSE OF PROVIDING INGRESS TO AND EGRESS FROM THE PROPERTY SHOWN HEREON FOR EMERGENCY VEHICLES OF ANY AND ALL TYPES WHATSOEVER, IN NO EVENT SHALL ANY PERMANENT BUILDING(S) BE PLACED UPON THE SAID EASEMENT AREAS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER SUCH PURPOSES THAT DO NOT AND WILL NOT IN THE FUTURE, INTERFERE UNREASONABLY WITH THE EASEMENT RIGHTS HEREIN GRANTED TO THE VILLAGE OF BARTLETT.

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, COUNTY CLERK OF COOK 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 CHICAGO, COOK COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
COUNTY CLERK

RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M, AND RECORDED IN MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_

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

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I, CHRISTOPHER DEYOUNG, AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREE 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIPTION: PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59), SAID POINT BEING 1550.1 FEET EAST OF THE SOUTH WEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 567.8 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREE 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 556.9 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821808.

CONTAINING 17.897 ACRES MORE OR LESS.

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

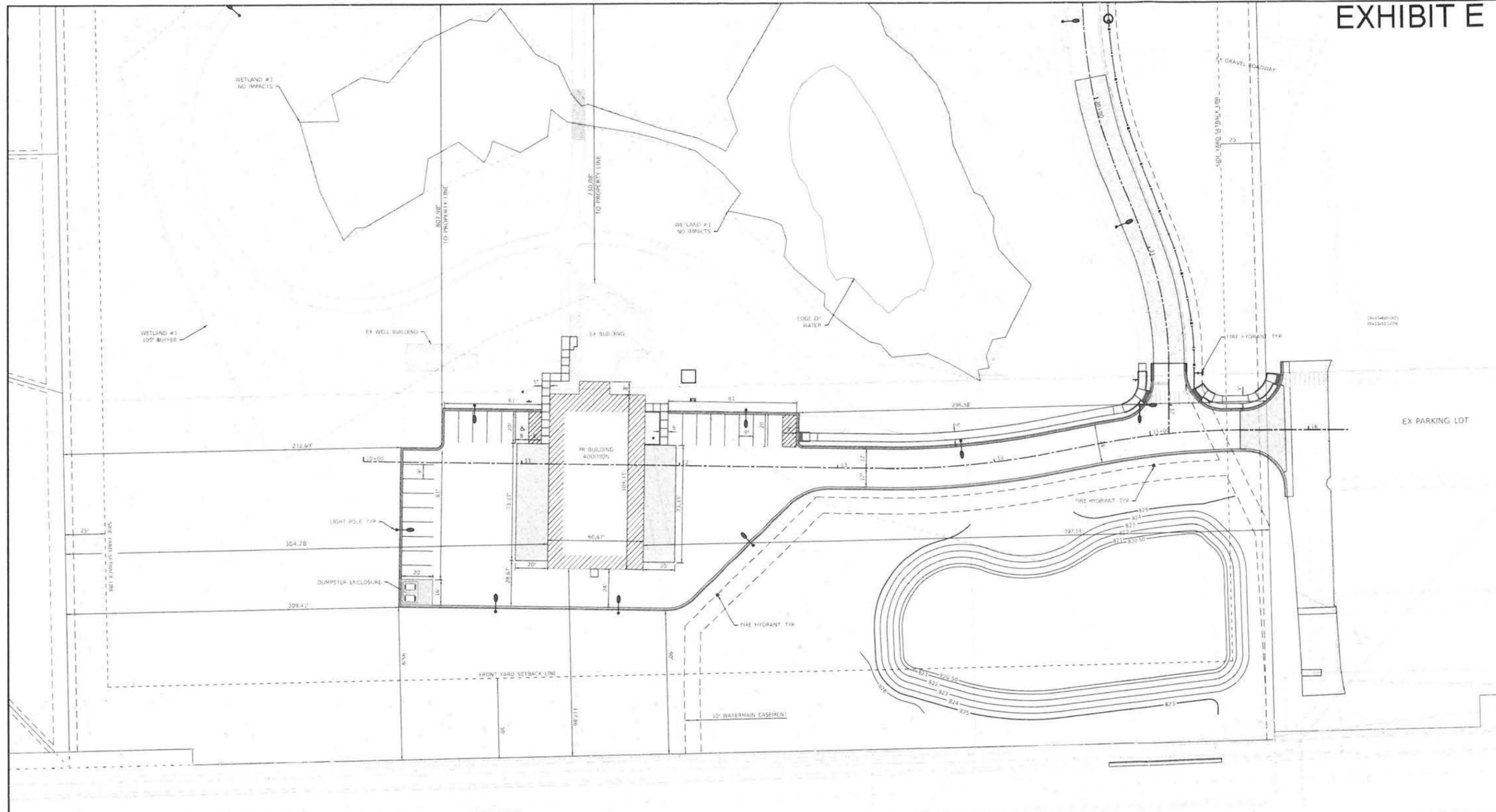
I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BARTLETT, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 17031C0305, EFFECTIVE DATE AUGUST 19, 2008.

DATED AT \_\_\_\_\_, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

FOR REVIEW

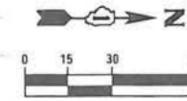
THOMAS ENGINEERING GROUP, LLC  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003817  
LICENSE EXPIRES: NOVEMBER 30, 2022  
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-005183

# EXHIBIT E



### SITE DATA TABLE

OVERALL LOT SIZE	17,898 AC
BUILDING SQUARE FOOTAGE FOR PHASE 1	2,300 SF (EXISTING) AND 6,700 SF (PROPOSED)
USABLE FLOOR AREA	3,800 SF
REQUIRED NUMBER OF PARKING SPACES	3,800 SF / 275 SF PER SPACE = 14 SPACES
PROVIDED NUMBER OF PARKING SPACES	22 SPACES



HORIZONTAL SCALE IN FEET

<b>DRAWN BY</b>	<b>VJM</b>	<b>DATE</b>	<b>03/01/22</b>
<b>CHECKED BY</b>	<b>MEC</b>	<b>SCALE</b>	<b>1' = 30'</b>

REVISIONS		
NO.	DATE	DESCRIPTION
1	09/14/21	PRELIMINARY PLAN SUBMITTAL #1
2	12/12/21	RESUBMITTAL #1
3	01/24/22	RESUBMITTAL #2



thomas engineering group, llc  
 2625 butterfield road  
 suite 209w  
 oak brook, il 60523  
 phone: 855-533-1700

**WILLIAM TIKNIS  
 CAMPUS EXPANSION**

**PHASE 1 FINAL SITE / PUD PLAN**

**DRAWING NO.**  
**C21.0**









# Agenda Item Executive Summary

Item Name      Grasslands Final Subdivision/PUD Plat and Final PUD Plan - Phase 1      Committee or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The petitioners are requesting approval of the **Final Subdivision/PUD Plat** and **Final PUD Plan** for Phase 1 of the Grasslands Subdivision.

The Final Subdivision and Final PUD Plan identify three (3) PODs or neighborhoods proposed for residential development containing a total of 231 dwelling units. POD 1 would consist of 81 single-family homes, POD 2 would consist of 60 active-adult ranch homes with POD 3 consisting of 90 active-adult duplexes.

The northwest corner of Route 59 and W. Bartlett Road (lot 197), is designated for commercial uses and will be developed in the future during Phase 3.

The Final Subdivision/PUD Plat and the Final PUD Plan for Phase 1 are in substantial compliance with the Preliminary Subdivision/PUD Plat, dated March 20, 2021, last revised June 21, 2021 and the Preliminary PUD Plan for Phase 1, dated January 29, 2021, last revised June 25, 2021.

The **Plan Commission** reviewed the petitioner's requests and **recommended approval** at their meeting on March 10, 2022.

The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on **April 5, 2022**. The **Committee forwarded the petition on to the Village Board for a final vote.**

## ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance with exhibits

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to approve *Ordinance #2022-\_\_\_\_\_ An Ordinance Approving a Final Subdivision/PUD Plat and Final PUD Plan for Grasslands Subdivision Phase 1*
- Motion

Staff:      Roberta Grill, Planning & Development Services Director      Date:      04.06.2022

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**22-34**

DATE: April 6, 2022  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta Grill, Planning & Development Services Director   
RE: **(#21-12) Grasslands Final Subdivision/PUD Plat and Final PUD Plan - Phase 1**

---

**PETITIONER**

Chris Naatz and Dan Olsem on behalf of Bartlett 59 LLC

**SUBJECT SITE**

Rt. 59 and West Bartlett Road

**REQUEST**

**Final Subdivision/PUD Plat  
Final PUD Plan (Phase 1)**

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Vacant</b>	<b>Residential/ Commercial</b>	<b>PD</b>
North	Vacant/wetlands	Attached Residential (Medium Density)	PD
South	Single Family	Single Family	R-4 PUD*
East	Vacant/Office	Office/Business Park	ER-2, OR
West	Vacant	Office/Business Park	R4*

\*Cook County – Single Family Residence

**BACKGROUND**

Ordinance #2021-68 approved the Planned Development Agreement between Bartlett 59 LLC and the Village of Bartlett for the Grasslands Subdivision.

Ordinance #2021-69 approved the rezoning of the property to the PD (Planned Development) Zoning District, the preliminary subdivision plat/preliminary PUD plan,

granted special use permits for a planned unit development and wetlands and amended the future land use plan to develop the Grasslands Subdivision. The property was proposed to be developed in three (3) phases.

## **DISCUSSION**

1. The petitioners are requesting approval of the **Final Subdivision/PUD Plat** and **Final PUD Plan** for Phase 1 of the Grasslands Subdivision.
2. The Final Subdivision Plat and Final PUD Plan identify three (3) PODs or neighborhoods proposed for residential development containing a total of 231 dwelling units. POD 1 would consist of 81 single-family homes, POD 2 would consist of 60 active-adult ranch homes with POD 3 consisting of 90 active-adult duplexes.
3. The plan identifies full access curb cuts on West Bartlett Road (across from Cheviot Drive) and on Naperville Road. Both West Bartlett and Naperville Roads are under the jurisdiction of Cook County Department of Transportation and Highways.
4. The 10-foot wide bike path will be extended along the east side of Naperville Road to the railroad crossing as part of Phase 1. *(Per the development agreement, the bike path railroad crossing and the path north of the crossing would be constructed as part of Phase 2.)*
5. A 5-ft. wide sidewalk will be installed along W. Bartlett Road (within lots 191, 195 and 197) from Naperville Road to Route 59. IDOT will install a pedestrian crossing on the west leg of W. Bartlett Road from this sidewalk to the bike path on the south side of W. Bartlett Road as part of the intersection improvements.
6. Lot 189 contains a 10-ft wide bike path, detention basin, wetlands and floodplain. Lot 190 (2.84 acres) contains a retention pond and lot 199 consists of a wetland detention basin between lots 156-160 and the railroad.
7. A 9 ft. tall landscaped berm with a 6-ft tall solid wood fence is proposed on lots 191 and 195 to screen the residences from W. Bartlett Road in accordance with the West Bartlett Road Corridor Plan. The landscaping includes a mix of 6-ft tall evergreen trees, shade trees, ornamental trees and shrubs.
8. Lots 198 and 201 will be dedicated to the Bartlett Park District. Eight (8) parallel parking spaces will be installed within the parkway to provide parking for the west park site.
9. A 10-ft wide bike path would meander through the subdivision and would be located within lots 189 and 198. It would connect under the Route 59 bridge

adjacent to the railroad tracks and then continue through the open space area (lot 201) and connect (via a crosswalk) to the existing bike path on the south side of W. Bartlett Road, east of Route 59. This proposed bike path would also connect to the proposed path on Naperville Road that will be constructed as part of this development. *(Per the development agreement, the owner or developer shall submit engineering plans for the underpass within six months of final plat approval for Phase 1. If the owner does not obtain the necessary easements, permits and authority to construct the underpass within 5 years, the owner shall instead install a 5-foot wide sidewalk on the north side of West Bartlett Road, east of Route 59 in lieu of the underpass and bike path on lot 201.)*

10. Lot 197, located at the northwest corner of Route 59 and W. Bartlett Road, will be developed in the future during Phase 3 and is designated for commercial uses. A final PUD plan submittal, including floor plans and building elevations, would be required before the lot could be developed.
11. The elevations approved as part of the Planned Development Agreement and the Preliminary PUD are attached for your reference. *The elevations submitted by a subsequent developer must be determined to be substantially similar to the approved elevations, as determined by the Building and Code Enforcement Manager, or amendments to the development agreement, Preliminary PUD Plan Approval Ordinance and Final PUD Plan Approval Ordinances would be required.*
12. The final landscape plans, final engineering plans and stormwater report for Phase 1 are currently being reviewed. Staff has requested cost estimates and details for the proposed boardwalk, pedestrian bridge and grading for the sidewalk to be located on West Bartlett Road.
13. The petitioner has submitted a revised traffic study which was reviewed by the Village's traffic consultant who generally concurred with the findings in the study.
14. The Final Subdivision/PUD Plat and the Final PUD Plan for Phase 1 are in substantial compliance with the Preliminary Subdivision/PUD Plat, dated March 20, 2021, last revised June 21, 2021 and the Preliminary PUD Plan for Phase 1, dated January 29, 2021, last revised June 25, 2021.

## **RECOMMENDATION**

1. The Staff recommends approval of the petitioner's requests for a Final Subdivision/PUD Plat and Final PUD Plan for Phase 1 subject to the following conditions and Findings of Fact:
  - a. Village Engineer approval of the Final Engineering Plans, including cross-

- sections of the bike path and details of the boardwalk and stream-crossing bridge;
- b. A Public Improvements Completion Agreement (PICA) must be submitted and approved by the Village Board;
  - c. Staff approval of the Final Landscape Plans;
  - d. An updated wetland delineation for the 10-acre property on the east side of Route 59 must be submitted and reviewed by the Village's engineering consultant prior to the recording of the final plat of subdivision;
  - e. Sidewalks and bike paths are required to be installed in accordance with the Subdivision Ordinance except where waived or in-lieu of the construction of a bike path as outlined in the Development Agreement;
  - f. Village approval of the wetland mitigation;
  - g. Documentation of payment for the wetland mitigation costs for compensatory wetland mitigation credit from a regional wetland mitigation bank;
  - h. All construction traffic shall exit the site southbound on Naperville Road and appropriate signage installed;
  - i. Approval from the Cook County Division of Transportation for the curb cuts along W. Bartlett Road and Naperville Road;
  - j. A Special Service Area shall be established prior to the issuance of a residential building permit;
  - k. Proposed CCR's shall be reviewed and approved by the Village Attorney prior to the recording of the final plat of subdivision/PUD for Phase 1;
  - l. The elevations submitted by a subsequent developer must be determined to be substantially similar to the approved elevations, as determined by the Building and Code Enforcement Manager;
  - m. A 10-ft. wide bike path shall be installed along the east side of Naperville Road in accordance with the Development Agreement,
  - n. A 10-ft. wide bike path shall be installed on lots 189, 198 and 201 in accordance with the Final PUD Plan;
  - o. Park District approval of the required park donations and the bike path alignment within the park sites;
  - p. A final PUD plan for the commercial lot (lot 197) shall be submitted for review and approval prior to development and the issuance of building permits for phase 3;
  - q. Compliance with the satisfaction of the terms and conditions of the Planned Development Agreement between Bartlett 59 LLC and the Village of Bartlett;
  - r. Findings of Fact (Final PUD Plan):
    - i. That the proposed single-family, duplex, townhome, and open space are permitted uses in the PD Zoning District;
    - ii. 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;
    - iii. The Planned Unit Development 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;

- iv. The Planned Unit Development shall include impact donations in accordance with the Bartlett Donation Ordinance as set forth in Title 11, Chapter 10 of the Bartlett Municipal Code;
- v. The Final PUD Plan will provide adequate utilities, drainage and other necessary facilities;
- vi. The Final PUD Plan provides adequate parking and ingress and egress and be so designed as to minimize traffic congestion and hazards in the public streets;
- vii. The Final PUD Plan shall 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;
- viii. The Developer shall be required to provide reasonable assurance that, if authorized, the Planned Unit Development will be completed according to schedule and adequately maintained.

2. The **Plan Commission** reviewed the petitioner's requests and recommended **approval** at their meeting on March 10, 2022.
3. The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on **April 5, 2022**. **The Committee forwarded the petition on to the Village Board for a final vote.**
4. The Ordinance with Exhibits is attached for your reference.

ORDINANCE 2022 - \_\_\_\_\_

**AN ORDINANCE APPROVING A FINAL SUBDIVISION/PUD PLAT AND  
FINAL PUD PLAN FOR GRASSLANDS SUBDIVISION PHASE 1**

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**WHEREAS**, on or about July 20, 2021, the Village of Bartlett (the “Village”) and Bartlett 59 LLC, (the “Owner”) entered a certain Planned Development Agreement (the “Planned Development Agreement”) concerning the 192.023 acre mixed-use development of vacant land owned by the Owner and legally described therein (alternatively herein referred to as the “Subject Property” or the “Property”) to be developed in three (3) phases and which agreement is hereby expressly incorporated herein by this reference and is sometimes hereinafter alternatively referred to as the “Development Agreement”; and

**WHEREAS**, pursuant to the terms of the Planned Development Agreement, on or about July 20, 2021 the Village passed its Ordinance No. 2021-69, “An Ordinance Rezoning the 192.023 Acre Property to the PD Planned Development Zoning District, Approving a Preliminary Subdivision Plat/Preliminary PUD Plan, Granting Special Use Permits for a Planned Unit Development and Wetlands and Amending the Future Land Use Plan for Grasslands Subdivision” (the “Rezoning Ordinance”); and

**WHEREAS**, the Owner filed a petition to approve (1) a final plat of subdivision/PUD for approximately a 121.97 acre portion of the Subject Property legally described on **Exhibit A** (the “Grasslands Phase 1 Property”), and (2) final PUD plan for Phase 1 of the Grasslands Phase 1 Property (collectively, the “Final Subdivision and Final PUD Requests”); and

**WHEREAS**, the Bartlett Plan Commission reviewed the Owner's petition for the Final Subdivision and Final PUD Requests with respect to the Grasslands Phase 1 Property on March 3, 2022 and has made its report to the Village President and Board of Trustees (the "Corporate Authorities") and recommended approval thereof to the Corporate Authorities subject to certain findings of fact and conditions; and

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

**SECTION ONE:** The Final PUD Plan for Phase 1 prepared by Gary R. Weber Associates, Inc dated October 14, 2021 and last revised March 1, 2022, attached as **Exhibit B** ("Final Phase 1 PUD Plan"); the Final Landscape Plan for Phase 1 prepared by Gary R. Weber Associates, Inc dated February 24, 2021 and last revised February 21, 2022, attached as **Exhibit C** (the "Final Phase 1 Landscape Plan"); the Final Plat of Subdivision for the Grasslands Phase 1 prepared by Regional Land Services dated March 20, 2021 and last revised January 13, 2022, attached as **Exhibit D** (the "Final Plat for Phase 1"); the Schedule of Special Conditions, Rights, Waivers and Conditions Precedent for Development attached as **Exhibit E** (the "Schedule of Special Conditions"); the Supplemental Grading Requirements, attached as **Exhibit F** (the "Supplemental Grading Requirements"); the HOA/SSA Maintenance Plan, attached as **Exhibit G** (the "HOA/SSA Maintenance Plan"); and the Home Styles, attached as **Exhibit H** (the "Home Styles"); are expressly made part of this Ordinance. The Final Phase 1 PUD Plan, the Final Phase 1 Landscape Plan, the Final Plat for Phase 1, the Schedule of Special Conditions, the Supplemental Grading Requirements,

the HOA/SSA Maintenance Plan, and the Home Styles constitute and are collectively referred to herein as the "Final Subdivision Plat/Final PUD Plan for Phase 1" and are hereby approved, subject to the following conditions which must be satisfied before execution by the Village of a final plat of subdivision for the Property:

1. **Public Improvement Security.** The Owner and/or the applicable developer shall submit either (i) an irrevocable standby letter of credit, in a form as set forth in the Subdivision Ordinance except for such deviations from said terms as approved by the Village Attorney and in amounts approved by the Village Engineer (the "Letter of Credit"), issued by a federally insured financial institution which meets the minimum requirement therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment bond in form as set forth in the Subdivision Ordinance, except for such deviations from said form as approved by the Village Attorney, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("FSR") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "Performance and Payment Bonds"), or (iii) a cash bond in form as set forth in the Subdivision Ordinance (the "Cash Bond"), except for such deviations from said form as approved by the Village Attorney, to ensure that the Public Improvements for the subdivision(s) approved in the applicable Phase of the Development (here Phase 1) will be completed and fully paid for, and after acceptance of the Public Improvements by the Village Corporate Authorities, will be maintained for a period of 15 to 24 months from the date of completion thereof as determined by the Village Engineer at the time of completion based on normal weather conditions at the time of year when the said Public Improvements are completed and the ability to inspect and reinspect said Public Improvements and any punch list work (the "Maintenance Period").

2. **Easements.** Prior to commencing construction, the recording of easements approved by the Village Attorney and the Village Engineer for all drainage, detention and retention facilities and public utilities with appropriate access thereto, as set forth in the Subdivision Ordinance and as may be required based upon the final engineering plans submitted by the Owner and/or any developer and approved by the Village Engineer in his reasonable discretion, whether all such easements are granted as part of the Final Plat of Subdivision, or by separate grant of easement signed by the Owner and/or any developer after it has become the new owner of the Property at the time of final recording.

3. **Land and Cash Donations.** By agreement of the parties, the Owner and/or any developer, after it becomes the new owner of the Property, in this case the Grasslands Phase 1, and the Final Plat for Phase 1 has been recorded, shall convey approximately 20-acres of land (depicted as Lots 198 and 201 on the Final Plat of Subdivision) (the "Park Sites") as a land donation to the Bartlett Park District in lieu of cash donations. Cash-in-lieu of land contributions for the Police, Fire, Library, School

and Village contributions (other than Municipal Building Fund) shall be made in accordance with the Donation Ordinance in effect at the time each building permit in the development is applied for. The actual cash and cash-in-lieu of land contribution amounts shall be recalculated and adjusted based on the actual number of bedrooms per unit when the building permit for each unit is applied for. The conveyance of the Park Sites shall not be made until the Owner and/or any developer of Phase 1 has met the final topography and grading requirements, including without limitation, the establishment of an acceptable stand of grass as set forth in Section 11-10-7:E and has completed the Conveyance of Land Requirements set forth in Section 11-10-11 of the Bartlett Donation Ordinance codified as Title 11 of Chapter 10 of the Bartlett Municipal Code, except as otherwise expressly agreed between the Owner, and/or the applicable developer for Phase 1, and the Bartlett Park District. In addition, the Owner and/or any developer shall pay the sum of \$140 per lot to the Village as a contribution to the Village's Municipal Building Fund, payable at the time of application for a building permit for each unit.

4. Road Improvements. The Owner and/or any developer shall construct all on-site and off-site road improvements in accordance with the approved Engineering Plans and the provisions of the Subdivision Ordinance and Planned Development Agreement.

5. The Owner and the applicable developer of Phase 1 and all PODs within said Phase shall execute and deliver to the Village a Public Improvements Completion Agreement (the "PICA") in form set forth in the Subdivision Ordinance for the Phase 1 portion of the development, in which the Owner (or the applicable developer if a separate developer will be performing any of the Public Improvements work agree to be jointly and severally obligated), except for such deviations from said form approved by the Village Attorney, agreeing to construct and install all of the on-site and off-site public improvements including, but not limited to (i) site grading and proposed locations of stockpiled and stored materials; (ii) erosion control; (iii) on-site and off-site underground improvements; (iv) water distribution system improvements, including transmission mains for domestic and fire flows; (v) sanitary sewer system improvements, including interceptor and collector sewer lines to connect to sewage treatment facilities; (vi) stormwater management system improvements, including, the acre feet of stormwater storage necessary for the Subject Property and on-site and off-site floodwater routing and detention basin and retention pond improvements; (vii) on-site and off-site roadway improvements, including curbs, gutters, and driveway approaches, street lights, sidewalks, parkway trees and parkway landscaping; (viii) other landscaping on public property or property to be conveyed to a public entity as required in the Subdivision Ordinance; and (ix) bike paths (the "Public Improvements") in strict accordance with the approved Final Engineering Plans and engineer's estimate of probable cost for the applicable Phase (here Phase 1) of development of the Subject Property as may be approved by the Village Engineer and in compliance with the Subdivision Ordinance by a mutually agreed upon date not greater than three (3) years from the date of the Final Subdivision / Final PUD Approval Ordinance for the applicable Phase and that the Public Improvements will be fully paid for and will be maintained for the Maintenance

Period (hereinafter defined). The PICA shall provide, among other things, in the event any of the on-site or off-site Public Improvements that will serve the development on the Subject Property are damaged as a result of the on-site or off-site construction activities of the Owner or the applicable developer, their respective contractors and their sub-contractors, that such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Owner or the applicable developer without cost to the Village.

6. Security for Protection of Public Improvements. The Owner or the applicable developer shall submit either (i) an irrevocable standby letter of credit, in a form as set forth in the Subdivision Ordinance except for such deviations from said terms as approved by the Village Attorney and in an amount approved by the Village Engineer (the "Letter of Credit"), issued by a federally insured financial institution which meets the minimum requirement therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment bond in form as set forth in the Subdivision Ordinance, except for such deviations from said form as approved by the Village Attorney, and amounts approved by the Village Engineer, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("FSR") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "Performance and Payment Bonds"), or (iii) a cash bond in form as set forth in the Subdivision Ordinance (the "Cash Bond"), except for such deviations from said form as approved by the Village Attorney, and in amounts approved by the Village Engineer, to ensure that the Public Improvements for the subdivision(s) approved in the applicable Phase of the Development will be completed and fully paid for, and after acceptance of the Public Improvements by the Village Corporate Authorities, will be maintained for a period of 15 to 24 months from the date of completion thereof as determined by the Village Engineer at the time of completion based on normal weather conditions at the time of year when the said Public Improvements are completed and the ability to inspect and reinspect said Public Improvements and any punch list work (the "Maintenance Period").

7. All existing and new utilities and communication facilities on the Property, including telephone, electric and cable television which serve and/or will serve the Property, or any part hereof, shall be installed underground with the exception of the existing above ground utilities located on West Bartlett Road and Route 59. The Owner and/or any developer shall promptly notify all utility and communication companies of the need for such underground installation and services prior to the construction of any improvements for the development and shall provide the Village with a copy of such notice.

8. No construction of any Public Improvements on the Grassland Phase 1 Property or elsewhere on or adjacent to the Subject Property, including, but not limited to, site grading, shall commence until the Owner and/or any developer and all contractors and subcontractors hired by the Owner and/or any developer, or any of them, to construct all or a portion of the Public Improvements have furnished the Village

with certificates of insurance evidencing that each of them has in place commercial general liability, business auto liability, worker compensation and employer's liability insurance in such amounts and coverages as required in the Subdivision Ordinance, except as otherwise approved by the Village Attorney, and naming the Village as additional insureds thereon, subject to the foregoing requirements and the requirement in paragraph 9 of this Section. Site grading only may commence pursuant to the issuance of an early earthworks permit issued by the Corporate Authorities. Installation of underground improvements and other Public Improvements may commence upon the issuance of a Site Development Permit prior to the establishment of a special service area for the Subdivision as provided in the Planned Development Agreement.

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

10. The development of the Property, including but not limited to the Grasslands Phase 1 Property, shall be governed by the requirements of the Subdivision Ordinance, the Bartlett Building Code (the "Building Code"), the Bartlett Zoning Ordinance (the "Zoning Ordinance"), and the other provisions of the Bartlett Municipal Code as the same are amended from time to time and in effect and of general applicability, except to the extent that any such ordinance or code is expressly and specifically modified by the Planned Development Agreement, this Ordinance, or other ordinances specifically related to the development of the Property that are consistent with the terms of the Planned Development Agreement.

11. Engineering Approval. The Village Engineer's approval of the final engineering plans for Phase 1 of the Subdivision and the off-site improvements set forth in the Planned Development Agreement, including detention and stormwater management requirements, final grades, drainage, utilities, street design and cost estimates.

12. Declaration of Covenants, Conditions and Restrictions. The Owner or applicable developer shall submit for review by the Village to be recorded against the Subject Property (the "Master Declaration"), or if no Master Declaration is submitted a separate Declaration of Covenants, Conditions and Restrictions for, excluding the Commercial Tract, Phase 1 and each POD of the Development which the Owner or the applicable developer may elect to combine by Phase (the "Applicable Declaration of CCRs"). The Master Declaration or each Applicable Declaration of CCRs shall provide for the creation of an owner's association to maintain all common areas of the Subject Property and/or POD, including but not limited to the wetland areas and naturalized detention basins and wetland retention ponds, the stormwater retention basins, retention ponds, drainage swales and ditches, drainage pipes or conduit, fences and

berms, and for the maintenance, repair or possible replacement of the storm sewer and stormwater management system to be constructed and installed on Phase 1 and each POD of the Subject Property by the Owner or the applicable developer; and disclosing the special service area obligations of each owner's association and future owners with respect thereto. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the subdivision for Phase 1 and each POD prior to closing on the sale of any residential lot or unit in Phase 1 and each POD.

13. Grasslands HOA. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the property with the recording of the approved Final Subdivision Plat/Final PUD Plan for Phase 1 and each POD. The Owner or the applicable developer of Phase 1 and/or each POD shall incorporate a new not-for-profit corporation or articles of organization for a new limited liability company for the applicable recorded subdivision as an owner's association(s) prior to the closing of a residential lot or unit on any portion of the Subject Property.

14. Special Service Area. The Owner or the applicable developer shall have timely filed all Owner's consents, and the consent of the person or persons in whose name the general real estate taxes for the last preceding year were paid on each tract lying within the proposed special service area, and documents necessary for the Village to establish a special service area for Phase 1 of the Subject Property (and at a later date for subsequent phases) to pay for future maintenance, repair, and/or replacement, if necessary, of all stormwater management areas, storm sewers, drain pipes or conduit, structures and appurtenances, drainage swales and ditches, storm water detention basins and retention ponds, wetland areas and natural detention basins and retention ponds (the "SSA Consents"). The SSA shall be established pursuant to Section D.4 of the Conditions Precedent.

15. Bike Path. The Owner and/or any developer shall construct a ten (10) foot wide bike path along the east side of Naperville Road and within Lots 189, 198, and 201 as shown on the Final PUD Plan and in accordance with the approved Engineering Plans and Planned Development Agreement. The bike path shall be installed in accordance with the Subdivision Ordinance.

16. Sidewalks. Five (5) foot sidewalks shall be installed on both sides of the street throughout the development and along the north side of West Bartlett Road, west of Route 59 as required and in accordance with the Subdivision Ordinance and the Final Engineering Plans and Planned Development Agreement.

17. Parkway Trees. Parkway trees shall be planted on both sides of the street spaced not less than forty feet (40') nor more than sixty feet (60') apart as required in the Subdivision Ordinance and approved by the Village Forester.

18. Satisfaction of the additional conditions set forth in Section Three of this Ordinance.

**SECTION TWO:** The Corporate Authorities do hereby make the following findings of fact with respect to the Owner's petition for Final PUD Plan for the Grasslands Phase 1 Property approval based on the conditions set forth in Section Three of this Ordinance:

- A. That the proposed single-family, duplex, townhome, and open space are permitted uses in the PD Zoning District;
- B. 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;
- C. The Planned Unit Development 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;
- D. The Planned Unit Development shall include impact donations in accordance with the Bartlett Donation Ordinance as set forth in Title 11, Chapter 10 of the Bartlett Municipal Code;
- E. The Final PUD Plan provides adequate utilities, drainage and other necessary facilities;
- F. The Final PUD Plan provides adequate parking and ingress and egress and shall be so designed as to minimize traffic congestion and hazards in the public streets;
- G. The Final PUD Plan shall 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;
- H. The Developer shall be required to provide reasonable assurance that, if authorized, the Planned Unit Development will be completed according to schedule and adequately maintained.

**SECTION THREE:** That the approval of the Final Plat and Final PUD Plan for the Grasslands Phase 1 Property in Section One of this Ordinance is based upon and is hereby made contingent upon the satisfaction of the following conditions:

- A. Village Engineer approval of the Final Engineering Plans, including but not limited to (i) cross-sections of the bike path and details of the boardwalk and stream-crossing bridge which must also be approved by the applicable federal and state regulatory agencies with jurisdiction prior to construction; (ii) additional cross-section engineering information of the proposed bike path on

- the south railroad track along Naperville Road with numerous contours adjacent to the proposed path which may require retaining walls;
- B. Village Engineer approval of the engineer's estimate of cost ("EEOC") including, without limitation, cost details for the proposed boardwalk and creek crossing bridge, the design of which is subject to IDNR/OWR requirements and approval, which will require the Village to reevaluate the cost and desirability of using alternate materials (concrete/steel/composite in lieu of lumber/wood) suitable for submerged conditions and other eventual permit requirements, and also for adding retaining walls as noted in subsection A;
  - C. A Public Improvements Completion Agreement (PICA) must be submitted and approved by the Village Board;
  - D. Staff approval of the Final Landscape Plans;
  - E. An updated wetland delineation for the 10-acre property on the east side of Route 59 must be submitted and reviewed by the Village's engineering consultant prior to the recording of the final plat of subdivision;
  - F. Sidewalks and bike paths are required to be installed in accordance with the Subdivision Ordinance except where waived or in-lieu of the construction of a bike path as outlined in the Development Agreement;
  - G. Village approval of the wetland mitigation;
  - H. Documentation of payment for the wetland mitigation costs for compensatory wetland mitigation credit from a regional wetland mitigation bank;
  - I. All construction traffic shall exit the site southbound on Naperville Road and appropriate signage installed;
  - J. Approval from the Cook County Division of Transportation for the curb cuts along W. Bartlett Road and Naperville Road;
  - K. A Special Service Area shall be established prior to the issuance of a residential building permit;
  - L. Proposed CCR's shall be reviewed and approved by the Village Attorney prior to the recording of the final plat of subdivision/PUD for Phase 1;
  - M. The elevations submitted by a subsequent developer must be determined to be substantially similar to the approved elevations, as determined by the Building and Code Enforcement Manager;
  - N. A 10-ft. wide bike path shall be installed along the east side of Naperville Road in accordance with the Development Agreement,
  - O. A 10-ft. wide bike path shall be installed on lots 189, 198 and 201 in accordance with the Final PUD Plan;
  - P. Park District approval of the required park donations and the bike path alignment within the park sites;
  - Q. Compliance with the satisfaction of the terms and conditions of the Planned Development Agreement between Bartlett 59 LLC and the Village of Bartlett;

**SECTION FOUR: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this

Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 19, 2022

APPROVED: April 19, 2022

\_\_\_\_\_  
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 2022-\_\_\_\_\_ enacted on April 19, 2022 and approved on April 19, 2022, as the same appears from the official records of the Village of Bartlett.

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

# EXHIBIT A

## LEGAL DESCRIPTION

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY OR LESS. ALSO EXCEPTING THEREFROM; RECORDER'S OFFICE IN COOK COUNTY. ILLINOIS AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, EXCEPTING THEREFROM;

THAT PART OF SAID PREMISES CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AS RECORDED BY DOCUMENT NUMBER 414744, ALSO EXCEPTING;

THAT PART CONVEYED TO HENRY A. SCANDRELT, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 12905600, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311 CONTAINING 9.7153 ACRES, MORE OR LESS, AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412 CONTAINING 0.126 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414, CONTAINING 0.673 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416, CONTAINING 1.772 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

### TRACT 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 62.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 3 DEGREES 31 MINUTES 48 SECONDS WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 4 MINUTES 48 SECONDS WEST, 89.5 FEET; THENCE SOUTH 10 DEGREES 39 MINUTES 27 SECONDS WEST, 86.5 FEET; THENCE SOUTH 12 DEGREES 13 MINUTES 33 SECONDS WEST, 100.0 FEET; THENCE SOUTH 17 DEGREES 41 MINUTES 57 SECONDS WEST 80.0 FEET; THENCE SOUTH 18 DEGREES 32 MINUTES 37 SECONDS WEST, 92.8 FEET; THENCE SOUTH 21 DEGREES 35 MINUTES 36 SECONDS WEST, 89.5 FEET; THENCE SOUTH 23 DEGREES 55 MINUTES 25 SECONDS WEST, 92.8 FEET; THENCE SOUTH 31 DEGREES 40 MINUTES 48 SECONDS WEST, 62.5 FEET; THENCE SOUTH 25 DEGREES 49 MINUTES 48 SECONDS WEST, 272.4 FEET; THENCE SOUTH 69 DEGREES 1 MINUTES 12 SECONDS EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 25 DEGREES 46 MINUTES 48 SECONDS EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

### TRACT 2:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59; THENCE ALONG SAID CENTER LINE 498.9 FEET; THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES OF 0MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING; THENCE NORTH 26 DEGREES 19 MINUTES EAST ALONG THE AFORESAID WESTERLY LINE OF STATE ROUTE 59, 235.1 FEET; THENCE NORTH 22 DEGREES 10 MINUTES EAST ALONG SAID WESTERLY LINE, 328.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 63 DEGREES 44 MINUTES WEST ALONG SAID PARALLEL LINE, 462.33 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET; THENCE SOUTH 5 DEGREES 11 MINUTES EAST, 200.0 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.465 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM;

TRACT 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611940; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 473.8 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT OF WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS, CONTAINING 2 ACRES, MORE OR LESS,

ALSO EXCEPTING THEREFROM;

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT 11611340. ALSO EXCEPTING: THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES, 15 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 697.50 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992 AS DOCUMENT NUMBER 92087416 FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 15 MINUTES 38 SECONDS EAST ALONG SAID EAST LINE, 1152.33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE (100 FEET WIDE) OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD PER DOCUMENT NUMBER 414744; THENCE NORTH 65 DEGREES, 05 MINUTES, 32 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 430.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 28 DEGREES, 47 MINUTES, 55 SECONDS EAST, 288.63 FEET TO A NONTANGENT CURVE: (2) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2968.51 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 01 MINUTES 17 SECONDS

EAST, 207.24 FEET TO A NONTANGENT LINE: (3) NORTH 18 DEGREES, 17 MINUTES, 43 SECONDS EAST, 207.09 FEET TO A NONTANGENT CURVE: (4) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2958.65 FEET; HAVING A CHORD BEARING OF NORTH 15 DEGREES, 39 MINUTES, 47 SECONDS EAST, 346.76 FEET (347.30 FEET RECORD) TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART TAKEN FOR BARTLETT AND NAPERVILLE ROADS.

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDMENATION PROCEEDINGS CASE NO. 2015L 050263 PER ORDER ENTERED MAY 21, 2015 AND PER FINAL JUDGMENT ORDER ENTERED DECEMBER 5, 2017 AND RECORDED DECEMBER 14, 2017 AS DOCUMENT NO. 1734806066.

ALSO EXCEPTING THEREFROM THAT PART LYING NORTH OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD.

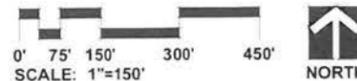
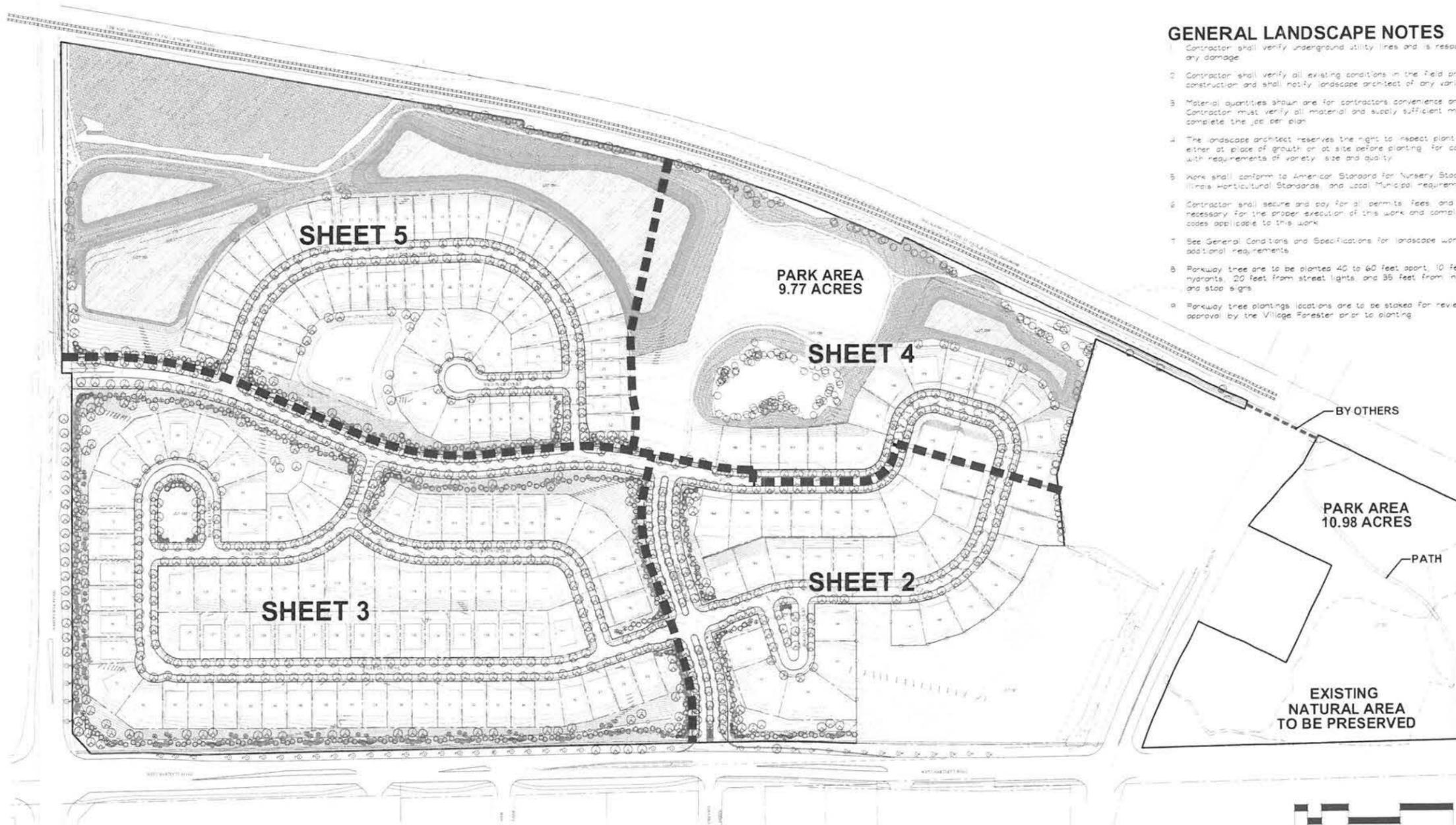
**GRWA**  
**GARY R. WEBER ASSOCIATES, INC.**  
 LAND PLANNING  
 BIOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
 402 W. LIBERTY DRIVE  
 WHEATON, ILLINOIS 60187  
 PHONE: 630-668-7197

DEVELOPER:  
**CROWN COMMUNITY DEVELOPMENT**  
 1751 A WEST DEER ROAD  
 NAPERVILLE, ILLINOIS 60563  
 CIVIL ENGINEER:  
**ESM CIVIL SOLUTIONS, LLC**  
 4320 WINFIELD ROAD #200  
 WARRENVILLE, ILLINOIS 60555

**THE GRASSLANDS - PHASE 1**  
 BARTLETT, ILLINOIS  
**OVERALL LANDSCAPE PLAN**

**GENERAL LANDSCAPE NOTES**

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- Material quantities shown are for contractor's convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect plant materials either at place of growth or at site before planting for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and local Municipal requirements.
- Contractor shall secure and pay for all permits, fees and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.
- Parkway tree are to be planted 40 to 60 feet apart, 10 feet from fire hydrants, 20 feet from street lights, and 35 feet from intersections and stop signs.
- Parkway tree plantings locations are to be staked for review and approval by the Village Forester prior to planting.



**PLANT LIST**

Key	Qty	Botanical/Common Name	Size	Remarks	Key	Qty	Botanical/Common Name	Size	Remarks	Key	Qty	Botanical/Common Name	Size	Remarks	Key	Qty	Botanical/Common Name	Size	Remarks
<b>SHADE TREES</b>																			
4F	28	Acer x freemanii 'Jeffers Red'	2 1/2' Cal		4G	4	Amelanchier x grandiflora	6' Ht.	Multi-Stem	4H	48	Syringa patula 'Miss Kim'	30' Tall	4' O.C.	4I	28	Nerax racemosa 'Walker Low'	#	18' O.C.
4H	20	Acer myriade 'Morton'	2 1/2' Cal		4N	36	Betula nigra 'Cully'	6' Ht.	Multi-Stem	4J	32	Viburnum x juddii	30' Tall	4' O.C.	4P	50	Pereskia atropurpurea 'Little Spire'	#	24' O.C.
46	34	Acer x saccharum 'Green Mountain'	2 1/2' Cal		4C	34	Cercis canadensis	6' Ht.	Multi-Stem	4K	48	Viburnum x chinensis 'Redwing'	30' Tall	5' O.C.	<b>GROUNDCOVERS</b>				
50	17	Salix occidentalis	2 1/2' Cal		4T	30	Cornus rugosa var. 'hermsii'	6' Ht.	Multi-Stem	4B	20	Yucca filifera 'Straw Hat'	24' Tall	3' O.C.	4S	290	Liriodendron 'Creeping Liriodendron'	4SP4	18' O.C.
51	18	Salix fragilis var. 'hermsii'	2 1/2' Cal		4R	36	Salix pharifera	6' Ht.	Multi-Stem	<b>EVERGREEN SHRUBS</b>									
5H	26	Platanus x acerifolia 'Morton Circle'	2 1/2' Cal		4SR	36	Syringa reticulata 'Very Six'	6' Ht.	Multi-Stem	4L	11	Juniperus chinensis 'Kilgus Compact'	24' High	4' O.C.	49	<b>MISC MATERIALS</b>			
5B	18	Quercus incana	2 1/2' Cal		4V	36	Yucca reticulata 'Very Six'	6' Ht.	Multi-Stem	4M	36	Kallalys compact 'Winter Juniper'	30' High	5' O.C.	37	49	SHREDDED HARDWOOD MULCH	1 CY	
5I	33	Quercus macrocarpa	2 1/2' Cal		4AC	48	Araucariox arborescens	6' Ht.		4N	36	Juniperus chinensis 'Sea Green'	30' High	5' O.C.	38	18	SOD	5 T	
5J	33	Quercus macrocarpa	2 1/2' Cal		4AD	48	Pinus strobus	6' Ht.		4O	36	Juniperus chinensis 'Blue Pacific'	24' High	4' O.C.	39	18	TURF SEED & EROSION CONTROL BLANKET	4G	
5K	36	Quercus rubra	2 1/2' Cal		4AE	48	Pinus strobus	6' Ht.		4P	36	Juniperus chinensis 'Blue Pacific'	24' High	4' O.C.	40	18	BOARD-ON-BOARD FENCE	1 LF	
5L	18	Tilia americana 'Redmond'	2 1/2' Cal		<b>ORNAMENTAL TREES</b>										<b>ORNAMENTAL GRASSES</b>				
5M	18	Tilia americana 'Redmond'	2 1/2' Cal		4AF	48	Pinus strobus	6' Ht.		4Q	36	Calamagrostis x acutiflora 'Karl Foerster'	#	30' O.C.	41	18	FEATHER REED GRASS	#	24' O.C.
5N	18	Tilia americana 'Redmond'	2 1/2' Cal		4AG	48	Pinus strobus	6' Ht.		4R	24	Panicum virgatum 'Heavy Metal'	#	24' O.C.	42	18	HEAVY METAL SNITGRASS	#	24' O.C.
5O	18	Tilia americana 'Redmond'	2 1/2' Cal		4AH	48	Pinus strobus	6' Ht.		4S	24	Sarcococca heterophylla	#	24' O.C.	43	18	PRAIRIE DROPSEED	#	24' O.C.
5P	18	Tilia americana 'Redmond'	2 1/2' Cal		4AI	48	Pinus strobus	6' Ht.		4T	24	Perennials	#	18' O.C.	44	18	PERENNIALS	#	18' O.C.
5Q	18	Tilia americana 'Redmond'	2 1/2' Cal		4AJ	48	Pinus strobus	6' Ht.		4U	24	Perennials	#	18' O.C.	45	18	EMERGENT PLANTINGS	#	18' O.C.
5R	18	Tilia americana 'Redmond'	2 1/2' Cal		4AK	48	Pinus strobus	6' Ht.		4V	24	Perennials	#	18' O.C.	46	18	WET MEADOW SEED MIX	#	18' O.C.
5S	18	Tilia americana 'Redmond'	2 1/2' Cal		4AL	48	Pinus strobus	6' Ht.		4W	24	Perennials	#	18' O.C.	47	18	WET MEADOW SEED MIX	#	18' O.C.
5T	18	Tilia americana 'Redmond'	2 1/2' Cal		4AM	48	Pinus strobus	6' Ht.		4X	24	Perennials	#	18' O.C.	48	18	WET MEADOW SEED MIX	#	18' O.C.
5U	18	Tilia americana 'Redmond'	2 1/2' Cal		4AN	48	Pinus strobus	6' Ht.		4Y	24	Perennials	#	18' O.C.	49	18	WET MEADOW SEED MIX	#	18' O.C.
5V	18	Tilia americana 'Redmond'	2 1/2' Cal		4AO	48	Pinus strobus	6' Ht.		4Z	24	Perennials	#	18' O.C.	50	18	WET MEADOW SEED MIX	#	18' O.C.

**NATIVE LEGEND**

Key	Qty	Description
[Pattern]	1516 AC	LOW PROFILE PRAIRIE SEED MIX
[Pattern]	5.85 AC	EMERGENT PLANTINGS
[Pattern]	101 AC	WET MEADOW SEED MIX

**PARKWAY TREE LIST**

Botanical/Common Name	Size
Acer x freemanii 'Jeffers Red'	2 1/2' Cal
AUTUMN BLAZE MAPLE	2 1/2' Cal
Acer myriade 'Morton'	2 1/2' Cal
STATE STREET MAPLE	2 1/2' Cal
Salix occidentalis	2 1/2' Cal
COMMON HACKBERRY	2 1/2' Cal
Salix fragilis var. 'hermsii'	2 1/2' Cal
SKYLINE HONEYLOCUST	2 1/2' Cal
Platanus x acerifolia 'Morton Circle'	2 1/2' Cal
EXCLAMATION LONDON PLANETREE	2 1/2' Cal
Quercus incana	2 1/2' Cal
SWAMP WHITE OAK	2 1/2' Cal
Quercus macrocarpa	2 1/2' Cal
BUR OAK	2 1/2' Cal
Quercus rubra	2 1/2' Cal
RED OAK	2 1/2' Cal
Tilia americana 'Redmond'	2 1/2' Cal
REDMOND AMERICAN LINDEN	2 1/2' Cal
Tilia cordata 'Greening'	2 1/2' Cal
GREENING LITTLELEAF LINDEN	2 1/2' Cal
Tilia americana 'Sterling'	2 1/2' Cal
STERLING SILVER LINDEN	2 1/2' Cal
Ulmus 'Morton Greeny'	2 1/2' Cal
TRIUMPH ELM	2 1/2' Cal
Ulmus americana 'New Haven'	2 1/2' Cal
NEW HAVEN SMOOTHLEAF ELM	2 1/2' Cal

- The varieties are to be mixed in an approximately equal base throughout the sub-area, with no more than twenty percent (20%) of any one genus or ten percent (10%) of any one species planted.
- Parkway trees associated with lots shall not repeat species to adjacent trees.

REVISIONS	DATE
3	2.21.2022
2	12.08.2021
1	10.04.2021

DATE	7.09.2021
PROJECT NO.	CRN2001
DRAWN	GFB
CHECKED	MGM
SHEET NO.	



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LANDSCAPE ARCHITECTURE  
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WHEATON, ILLINOIS 60157  
PHONE: 630-668-7197

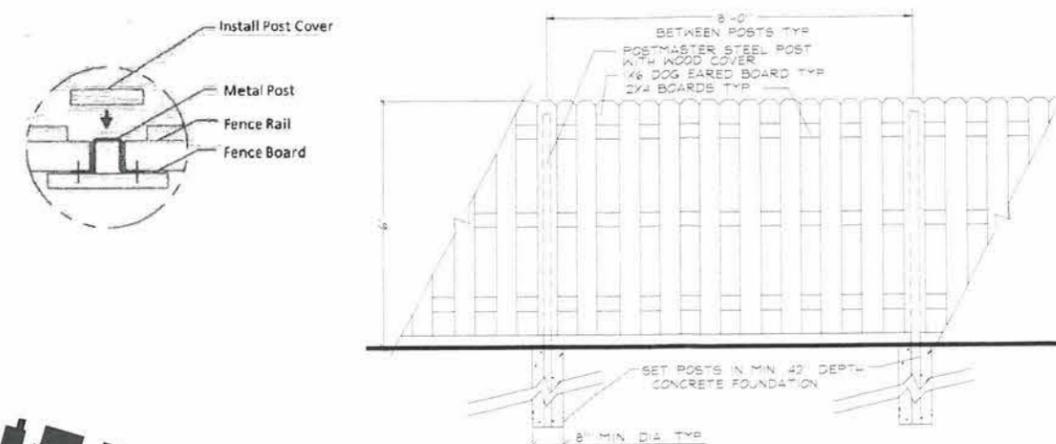
DEVELOPER  
CROWN COMMUNITY  
DEVELOPMENT  
1751 A WEST DIEHL ROAD  
NAPERVILLE, ILLINOIS 60563

CIVIL ENGINEER  
ESM CIVIL SOLUTIONS, LLC.  
4320 WINFIELD ROAD, #200  
WARRENVILLE, ILLINOIS 60555

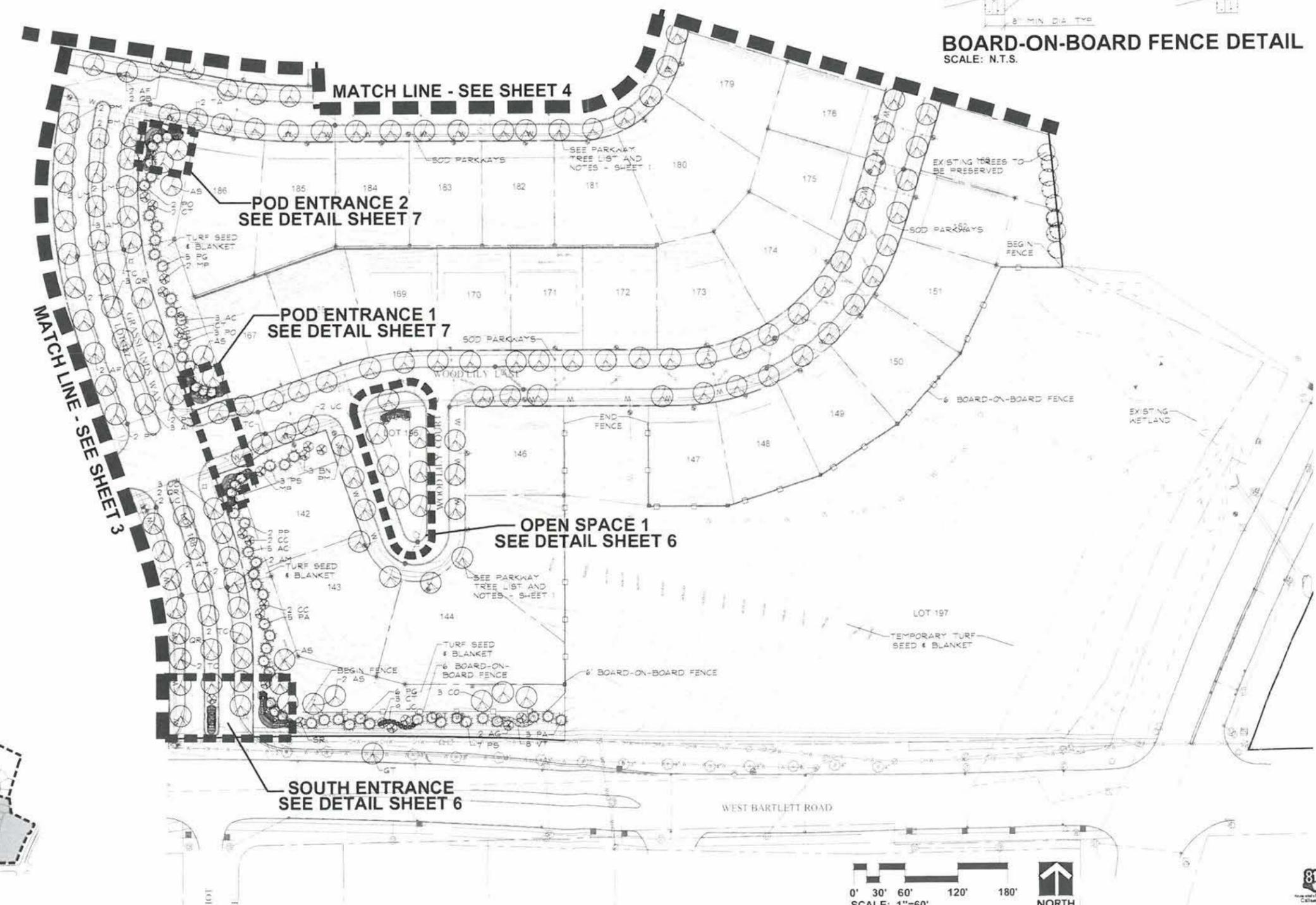
**THE GRASSLANDS - PHASE 1**  
BARTLETT, ILLINOIS  
**LANDSCAPE PLAN**

NO.	DATE	DESCRIPTION
3	2/21/2022	
2	12/08/2021	
1	10/04/2021	

DATE: 7/09/2021  
PROJECT NO.: CRN2001  
DRAWN: GFB  
CHECKED: MGM  
SHEET NO.:

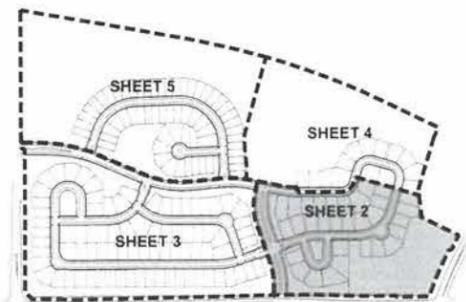


**BOARD-ON-BOARD FENCE DETAIL**  
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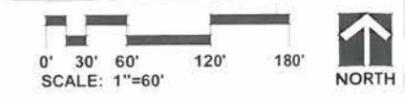


**LEGEND**

Key	Description
[Pattern]	LOW PROFILE PRAIRIE SEED MIX
[Pattern]	EMERGENT PLANTINGS
[Pattern]	WET MEADOW SEED MIX
[Symbol]	NATURALIZED AREA SIGN
[Line]	EXISTING WETLAND
[Line]	EXISTING FLOODPLAIN
[Line]	PROPOSED H.W.L. / ANKLE



**SHEET KEY**  
SCALE: N.T.S.





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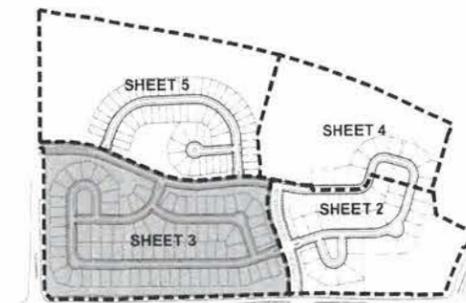
DEVELOPER:  
**CROWN COMMUNITY DEVELOPMENT**  
 1751 A WEST DEHL ROAD  
 NAPERVILLE, ILLINOIS 60563

CIVIL ENGINEER:  
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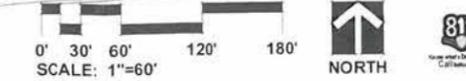
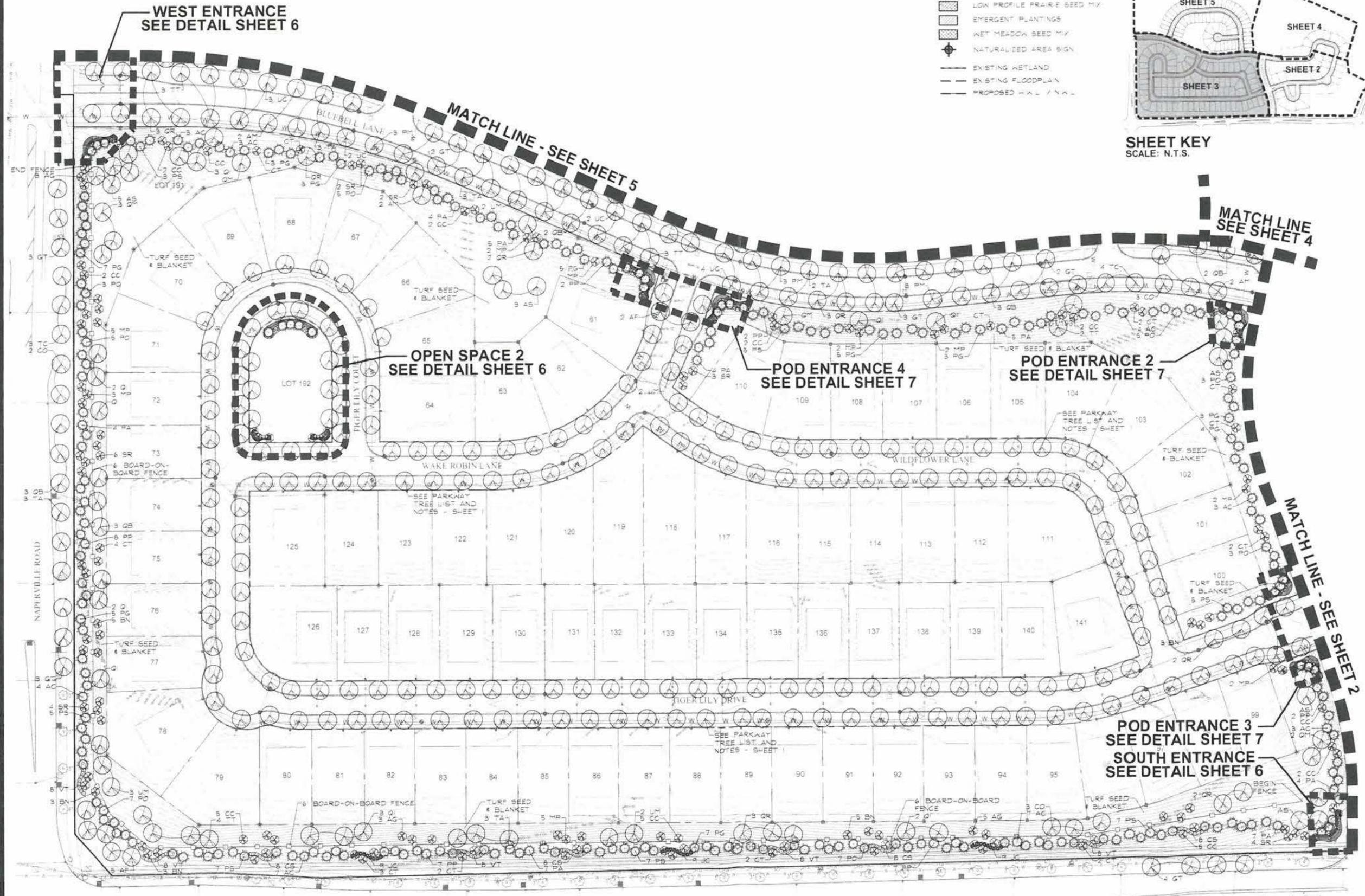
**THE GRASSLANDS - PHASE 1**  
 BARTLETT, ILLINOIS  
**LANDSCAPE PLAN**

**LEGEND**

Key	Description
	LOW PROFILE PRAIRIE SEED MIX
	EMERGENT PLANTINGS
	WET MEADOW SEED MIX
	NATURALIZED AREA SIGN
	EXISTING WETLAND
	EXISTING FLOODPLAIN
	PROPOSED H.A.L. / N.A.L.



**SHEET KEY**  
 SCALE: N.T.S.



3 2.21.2022  
 2 12.08.2021  
 1 10.04.2021

REVISIONS

DATE 7.09.2021  
 PROJECT NO. CRN2001  
 DRAWN GFB  
 CHECKED MOM  
 SHEET NO



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DEVELOPER  
CROWN COMMUNITY  
DEVELOPMENT  
1731 A WEST DEER ROAD  
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CIVIL ENGINEER  
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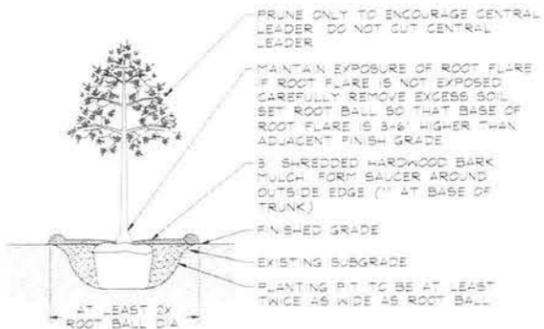
**THE GRASSLANDS - PHASE 1**  
BARTLETT, ILLINOIS  
**LANDSCAPE PLAN**

**PLANTING DETAILS**

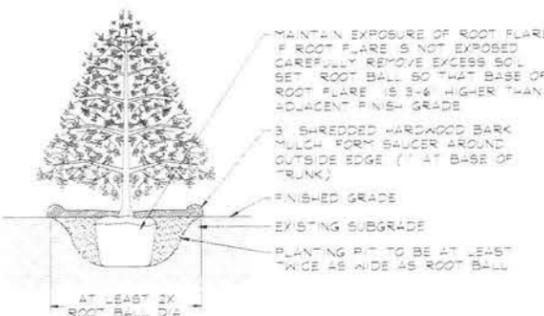


PERENNIALS AND GROUNDCOVERS  
NOT TO SCALE

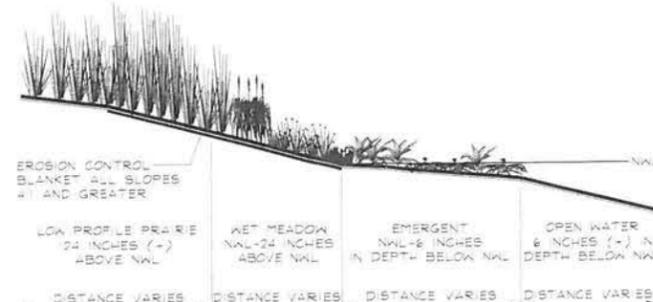
DECIDUOUS AND EVERGREEN SHRUBS  
NOT TO SCALE



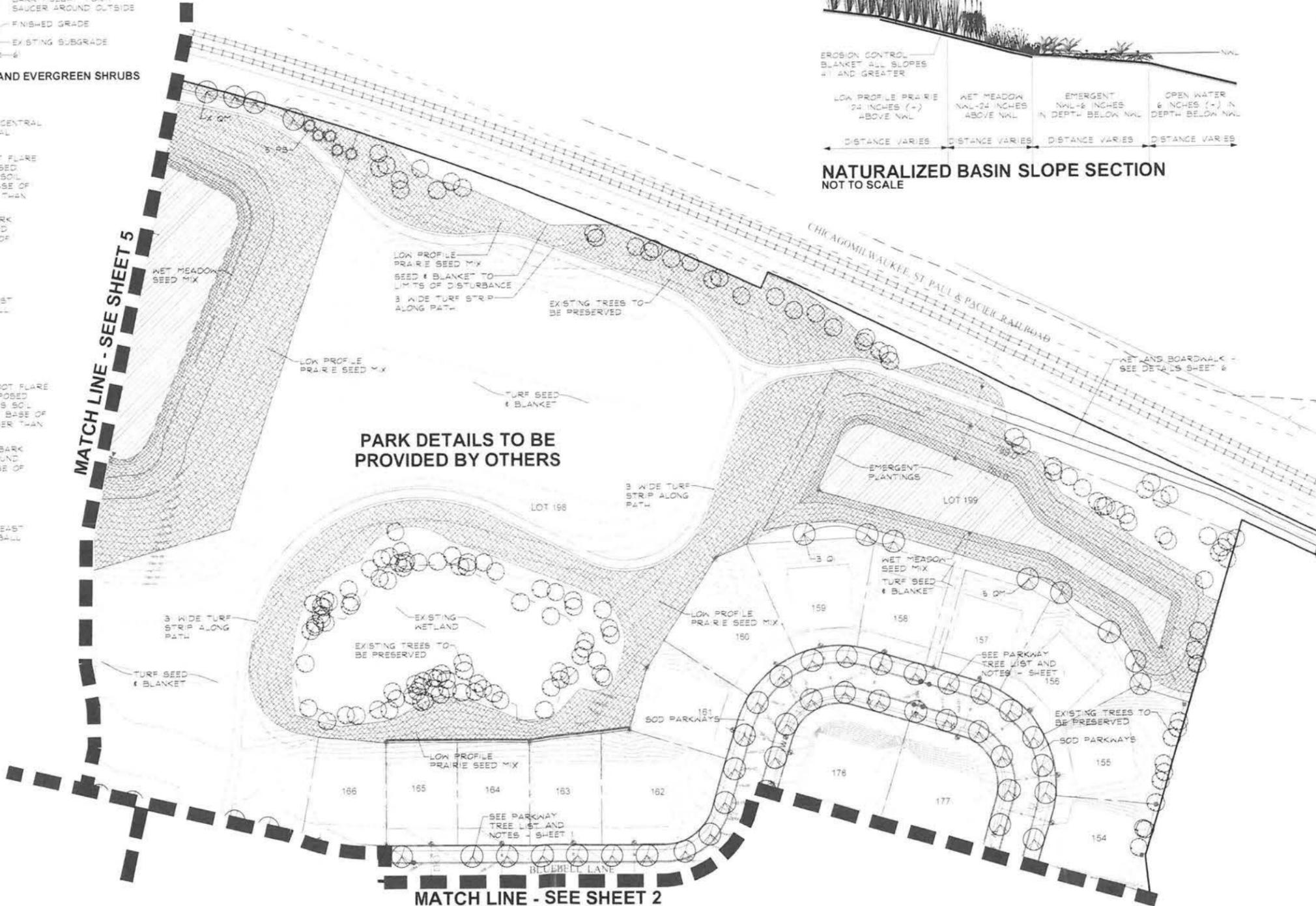
DECIDUOUS TREES  
NOT TO SCALE



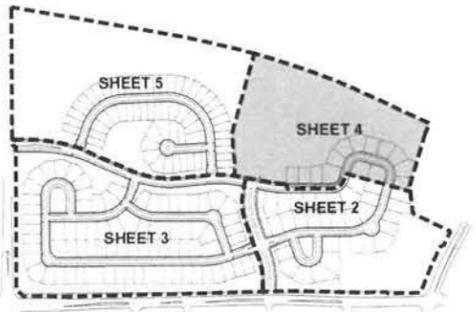
EVERGREEN TREES  
NOT TO SCALE



**NATURALIZED BASIN SLOPE SECTION**  
NOT TO SCALE



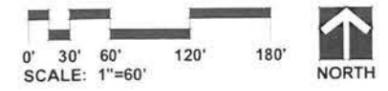
PARK DETAILS TO BE PROVIDED BY OTHERS



**SHEET KEY**  
SCALE: N.T.S.

**LEGEND**

Key	Description
[Pattern]	LOW PROFILE PRAIRIE SEED MIX
[Pattern]	EMERGENT PLANTINGS
[Pattern]	WET MEADOW SEED MIX
[Symbol]	NATURALIZED AREA SIGN
[Line]	EXISTING WETLAND
[Line]	EXISTING FLOODPLAIN
[Line]	PROPOSED H.W.L. / N.A.L.



3 2.21.2022  
2 12.08.2021  
1 10.04.2021

REVISIONS

DATE 7.09.2021  
PROJECT NO. CRN2001  
DRAWN GFB  
CHECKED MGM  
SHEET NO.



GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
BIOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
402 W. LIBERTY DRIVE  
WHEATON, ILLINOIS 60187  
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DEVELOPER  
CROWN COMMUNITY  
DEVELOPMENT  
1751 A WEST DEHL ROAD  
NAPERVILLE, ILLINOIS 60563  
CIVIL ENGINEER  
ESM CIVIL SOLUTIONS, LLC  
4320 WINFIELD ROAD, #205  
WARRENVILLE, ILLINOIS 60555

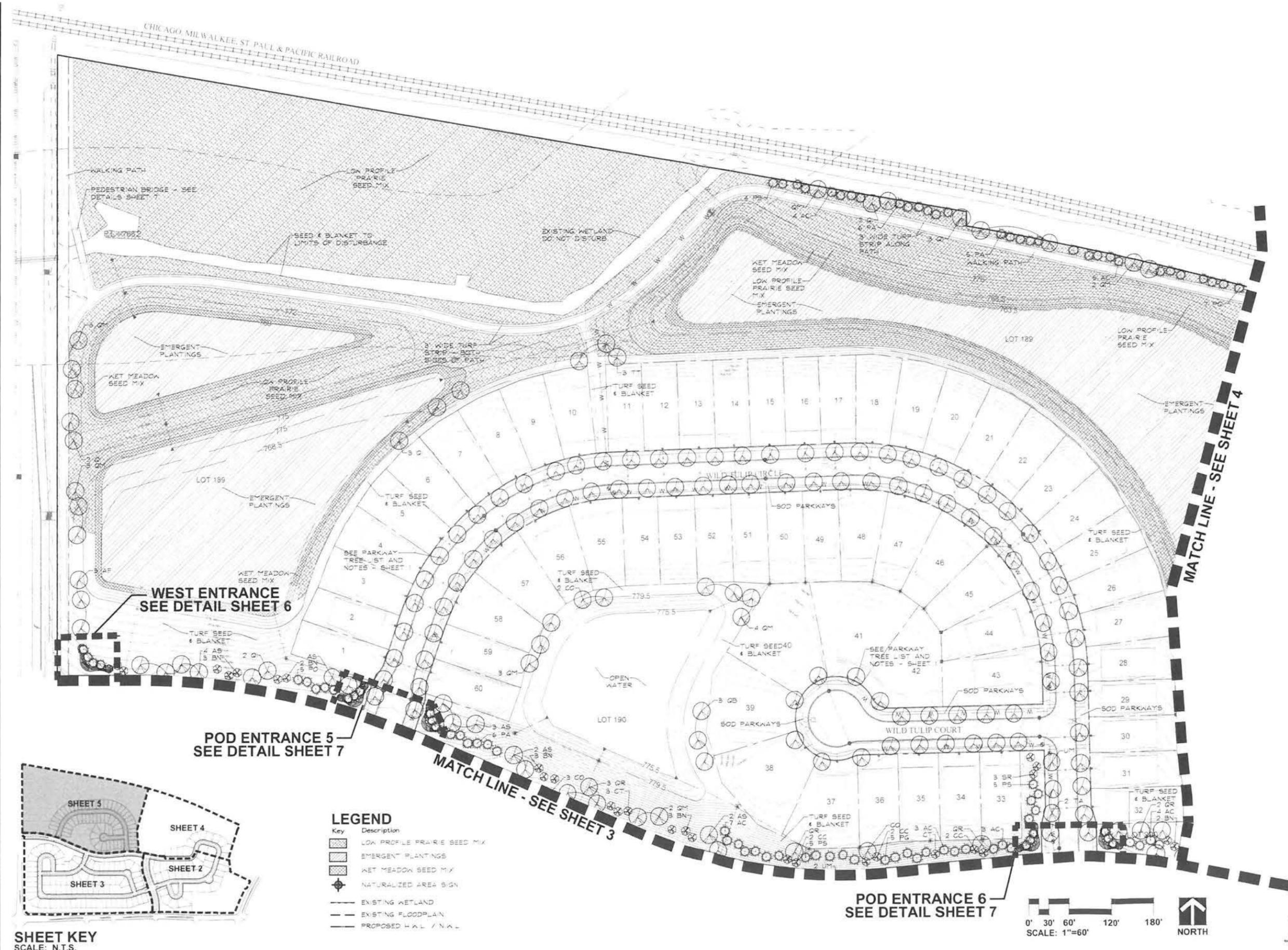
# THE GRASSLANDS - PHASE 1

BARTLETT, ILLINOIS

## LANDSCAPE PLAN

NO.	DATE	DESCRIPTION
3	2.21.2022	
2	12.08.2021	
1	10.04.2021	

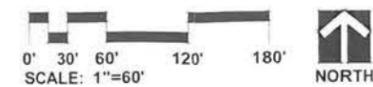
DATE: 7.09.2021  
PROJECT NO.: CRN2001  
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SHEET NO.



SHEET KEY  
SCALE: N.T.S.

**LEGEND**

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[Pattern]	EMERGENT PLANTINGS
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[Symbol]	NATURALIZED AREA SIGN
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[Line Style]	EXISTING FLOODPLAIN
[Line Style]	PROPOSED H.W.L. / N.A.L.



**NATIVE SEED MIXTURES**

**Temporary Cover Crop**

Cover crops shall be installed in all planting areas containing dry mesic.

Botanical Name	Common Name	lbs / AC
<b>Spring Cover Crop</b>		
<i>Avena sativa</i>	Seed Oats	30,000
<b>Fall or Dormant Cover Crop</b>		
<i>Triticum aestivum</i>	Regreen	10,000

**Emergent Wetland Plant Mix**

Stormwater basin bottoms in areas with 6" of water

Botanical Name	Common Name	lbs / AC	Plugs / AC
<i>Acorus calamus</i>	Sweet Flag	0.500	494
<i>Alisma subcordatum</i>	Water Plantain	1.250	
<i>Iris virginica shrevei</i>	Blue Flag	0.500	494
<i>Juncus effusus</i>	Common Rush	0.500	
<i>Leersia oryzoides</i>	Rice Cut Grass	1.250	494
<i>Rostkedia cordata</i>	Pickered Weed	0.250	494
<i>Sagittaria latifolia</i>	Common Arrowhead	1.250	494
<i>Scirpus acutus</i>	Hardstem Bulrush	0.500	988
<i>Scirpus fluitans</i>	River Bulrush	1.000	494
<i>Scirpus pungens</i>	Charmaker's Rush	0.250	
<i>Scirpus validus</i>	Great Bulrush	0.500	988
<i>Sparganium eurycarpum</i>	Bur Reed	1.000	494
<b>Total Emergent Wetland Mix</b>		<b>8.750</b>	<b>5434</b>

**Wet Meadow Seed Mixture**

Lower slopes of basin

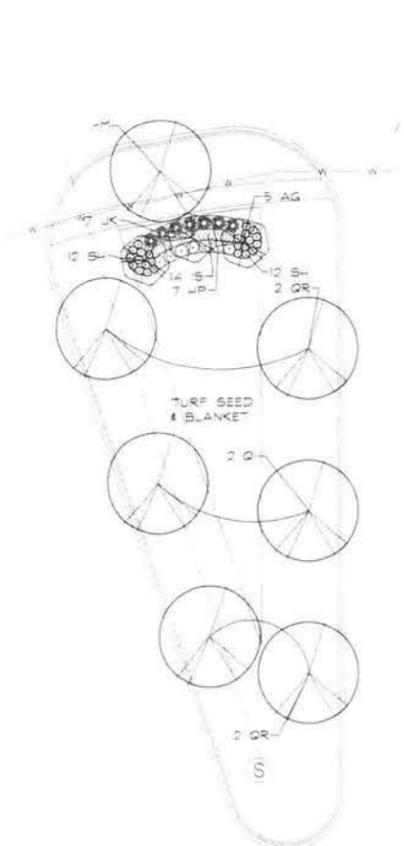
Botanical Name	Common Name	lbs / AC
<b>Grasses / Sedges</b>		
<i>Carex bebbii</i>	Bebbs Oval Sedge	0.250
<i>Carex bicknellii</i>	Bicknell's Sedge	0.125
<i>Carex brevior</i>	Plains Oval Sedge	0.250
<i>Carex cristatella</i>	Crested Oval Sedge	0.060
<i>Carex molesta</i>	Field Oval Sedge	0.250
<i>Carex normalis</i>	Spreading Oval Sedge	0.015
<i>Carex scoparia</i>	Pointed Broom Sedge	0.190
<i>Carex stipata</i>	Common Fox Sedge	0.060
<i>Carex vulpinoidea</i>	Brown Fox Sedge	0.250
<i>Elymus virginicus</i>	Virginia Wild Rye	3.000
<i>Glycena striata</i>	Fowl Mania Grass	0.130
<i>Juncus dudleyi</i>	Dudley's Rush	0.020
<i>Juncus torreyi</i>	Torrey's Rush	0.031
<i>Panicum virgatum</i>	Switch Grass	3.000
<i>Scirpus atrovirens</i>	Dark Green Bulrush	0.060
<i>Scirpus cyperinus</i>	Wool Grass	0.030
<b>Total Grasses / Sedges</b>		<b>7.721</b>

<b>Wildflowers/Broadleaves</b>		
<i>Asclepias incarnata</i>	Swamp Milkweed	0.125
<i>Bidens cernua</i>	Nodding Bur Marigold	0.190
<i>Botris asteroides</i>	False Aster	0.031
<i>Chamaecrista fasciculata</i>	Partridge pea	0.185
<i>Euthamia graminifolia</i>	Grassleaved Goldenrod	0.300
<i>Eupatorium perfoliatum</i>	Common Boneset	0.015
<i>Helianthus autumnalis</i>	Sneezeweed	0.063
<i>Iris virginica shrevei</i>	Blue Flag Iris	1.000
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.031
<i>Mimulus ringens</i>	Monkey Flower	0.031
<i>Symphotrichum novae-angliae</i>	New England Aster	0.250
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	0.063
<i>Rudbeckia fulgida var. sullivanti</i>	Snowy Black-Eyed Susan	0.250
<i>Zizia aurea</i>	Golden Alexanders	0.500
<b>Total Forbs</b>		<b>3.037</b>
<b>Total Sedge Meadow Seed Mix</b>		<b>10.758</b>

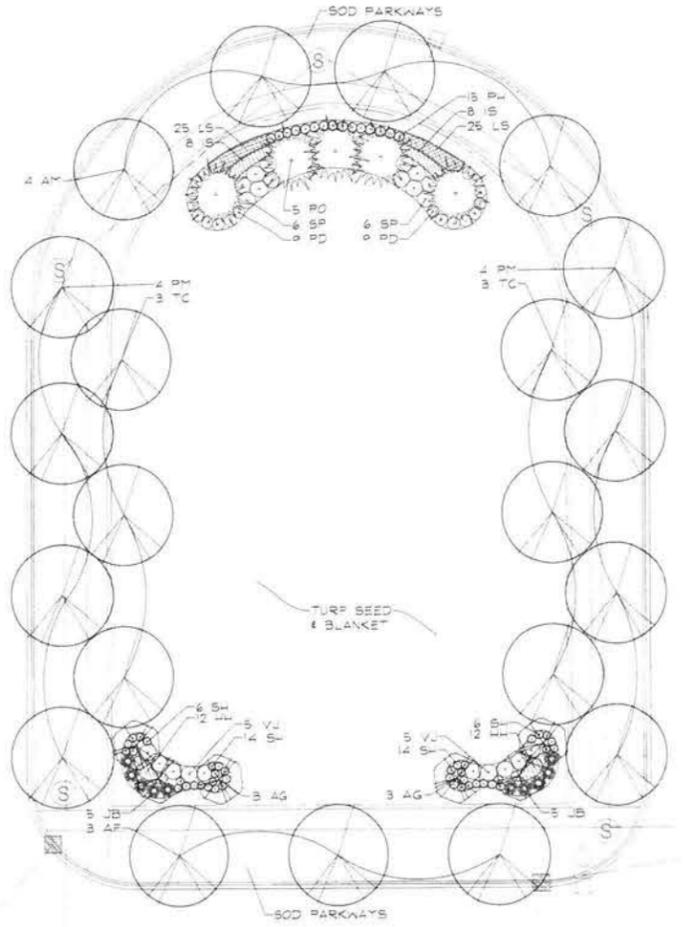
**Low Profile Prairie with Flowers Seed Mix**

Upper basin slopes

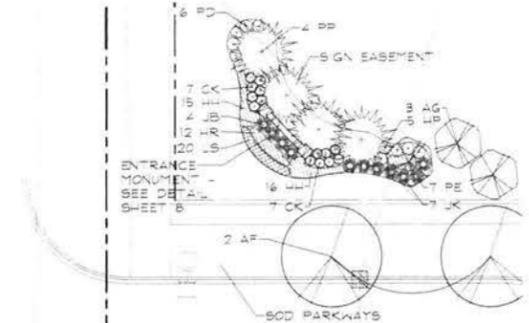
Botanical Name	Common Name	lbs / AC
<b>Grasses</b>		
<i>Bouteloua curtipendula</i>	Side Oats Grama	8.000
<i>Carex bicknellii</i>	Copper-Shouldered Oval Sedge	0.250
<i>Panicum virgatum</i>	Prairie Switch Grass	0.125
<i>Elymus trachycalus</i>	Slender Wheatgrass	2.000
<i>Elymus canadensis</i>	Prairie Wild Rye	1.000
<i>Schizachyrium scoparium</i>	Little Bluestem	8.000
<b>Total Grasses</b>		<b>17.375</b>
<b>Wildflowers/Broadleaves</b>		
<i>Asclepias canadensis</i>	Whorled Milkweed	0.063
<i>Asclepias tuberosa</i>	Butterflyweed	0.500
<i>Baptisia alba</i>	White Wild Indigo	0.125
<i>Coreopsis palmata</i>	Prairie Coreopsis	0.125
<i>Coreopsis tripteris</i>	Tall Coreopsis	0.125
<i>Echinacea pallida</i>	Pale Purple Coneflower	1.000
<i>Echinacea purpurea</i>	Purple Coneflower	0.500
<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.125
<i>Lespedeza capitata</i>	Round-Headed Bush Clover	0.250
<i>Liatris aspera</i>	Rough Blazing Star	0.250
<i>Liatris pycnostachya</i>	Prairie Blazing Star	0.188
<i>Lupinus perennis</i>	Wild Lupine	2.000
<i>Monarda fistulosa</i>	Prairie Bergamot	0.063
<i>Oligoneuron rigidum</i>	Stiff Goldenrod	0.250
<i>Parthenium integrifolium</i>	Wild Gumme	0.016
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.125
<i>Petalostemum candidum</i>	White Prairie Clover	0.125
<i>Petalostemum purpureum</i>	Purple Prairie Clover	0.156
<i>Pycnanthemum tenuifolium</i>	Slender Mountain Mint	0.031
<i>Ratibida pinnata</i>	Yellow Coneflower	0.125
<i>Rudbeckia fulgida var. sullivanti</i>	Showy Black-Eyed Susan	0.500
<i>Rudbeckia hirta</i>	Black-Eyed Susan	0.500
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	0.063
<i>Symphotrichum laeve</i>	Smooth Blue Aster	0.063
<i>Tradescantia ohiensis</i>	Common Spiderwort	0.063
<i>Verbena stricta</i>	Hoary Verbena	0.125
<i>Zizia aurea</i>	Golden Alexanders	0.500
<b>Total Forbs</b>		<b>7.956</b>
<b>Total Low Profile Prairie Seed Mix</b>		<b>25.331</b>



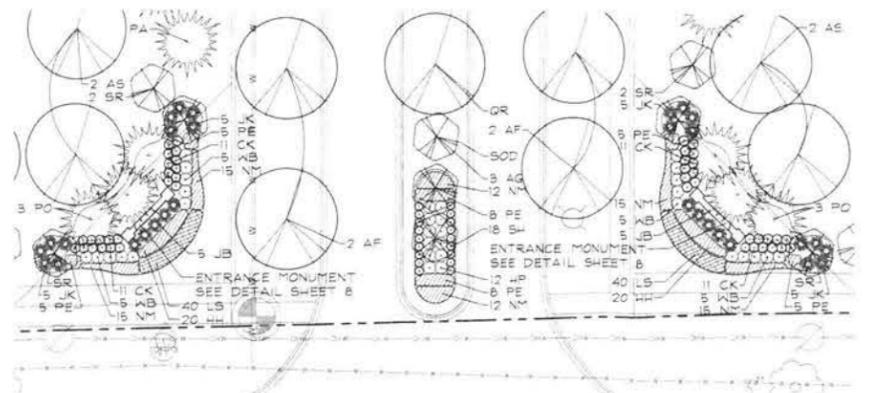
**OPEN SPACE 1**  
SCALE: 1"=20'  
NORTH



**OPEN SPACE 2**  
SCALE: 1"=20'  
NORTH



**WEST ENTRANCE LANDSCAPE DETAIL**  
SCALE: 1"=20'  
NORTH



**SOUTH ENTRANCE LANDSCAPE DETAIL**  
SCALE: 1"=20'  
NORTH

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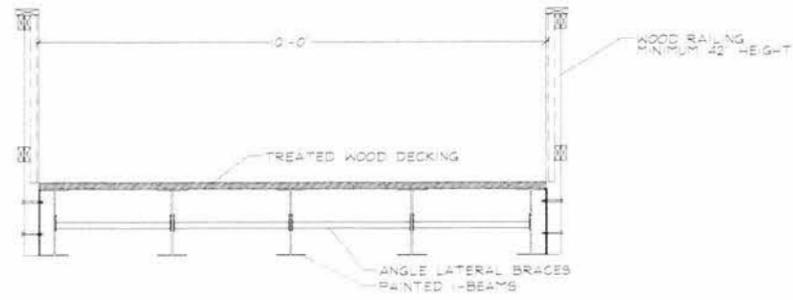
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**THE GRASSLANDS - PHASE 1**  
BARTLETT, ILLINOIS  
**LANDSCAPE DETAILS**

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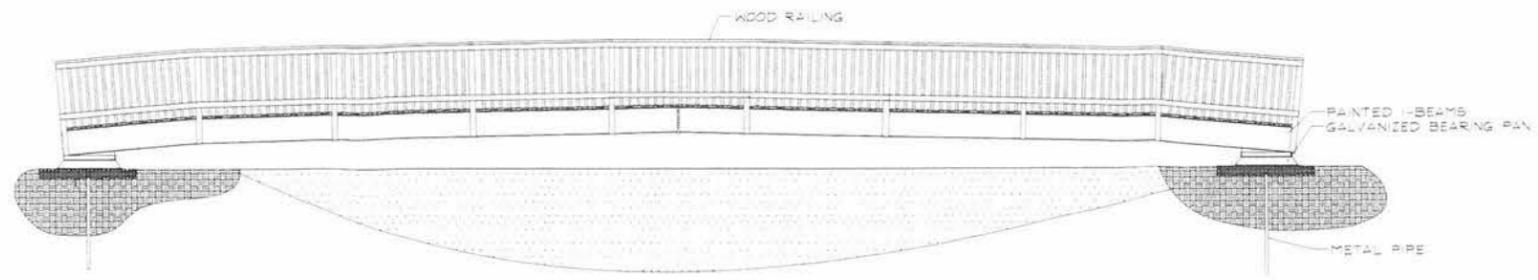
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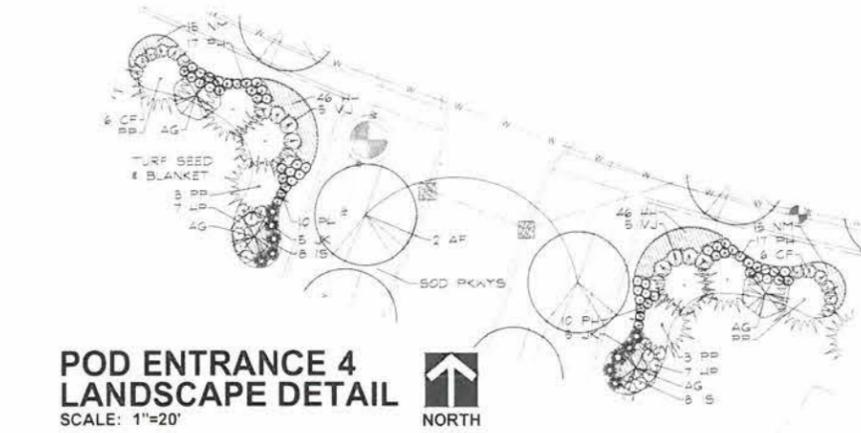


**PEDESTRIAN BRIDGE / BOARDWALK SECTION DETAIL**  
NOT TO SCALE

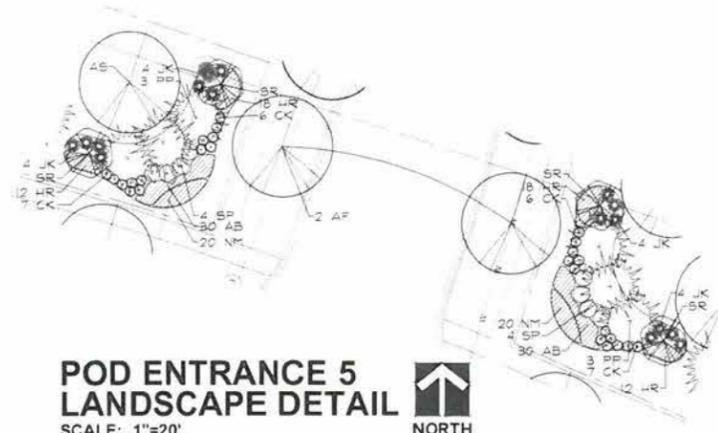
\*NOTE: FINAL STAMPED DESIGN DRAWINGS TO BE PROVIDED PRIOR TO MANUFACTURING



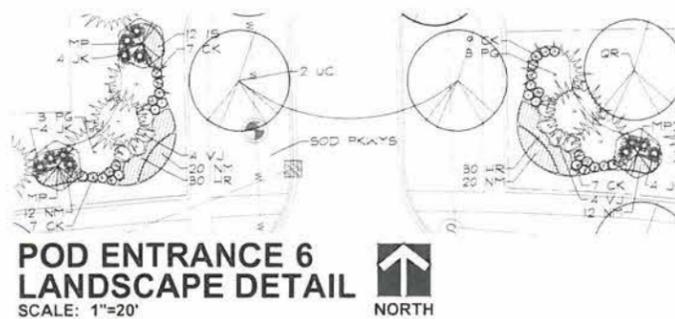
**PEDESTRIAN BRIDGE ELEVATION**  
NOT TO SCALE

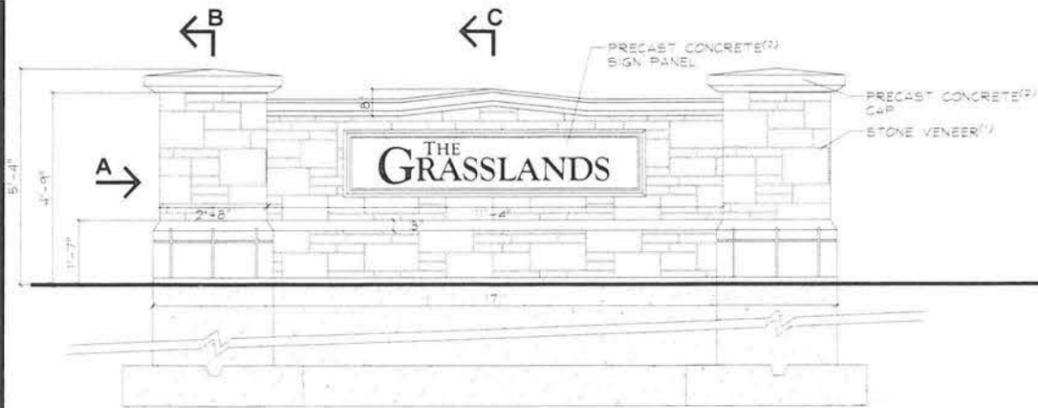


**POD ENTRANCE 4 LANDSCAPE DETAIL**  
SCALE: 1"=20'  
NORTH



**POD ENTRANCE 5 LANDSCAPE DETAIL**  
SCALE: 1"=20'  
NORTH





**ENTRANCE MONUMENT ELEVATION**  
SCALE: 1/2"=1'-0"

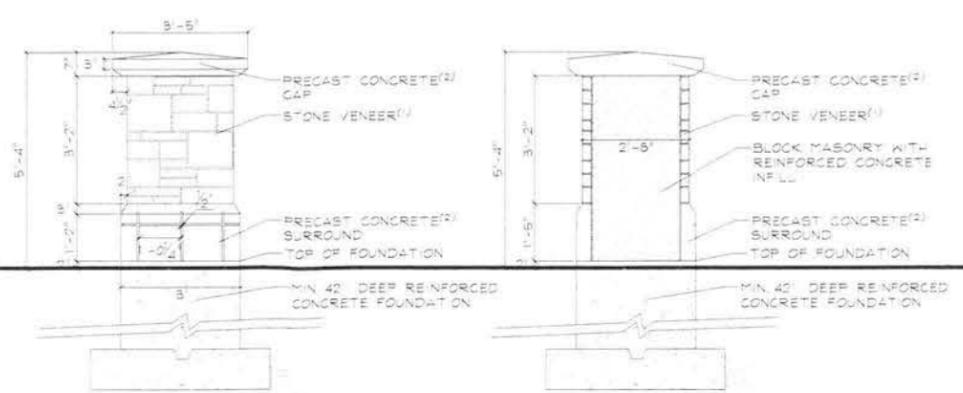
- (1) STONE VENEER  
BUECHEL STONE CORP  
MILL CREEK KENSINGTON BLEND ASHLAR  
SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL
- (2) PRE-CAST CONCRETE COLOR NATURAL  
SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL
- (3) SIGN LETTERING FONT GOUDY OLD STYLE  
PAINTED BLACK



**SIGN PANEL DETAILS**  
SCALE: 1"=1'-0"

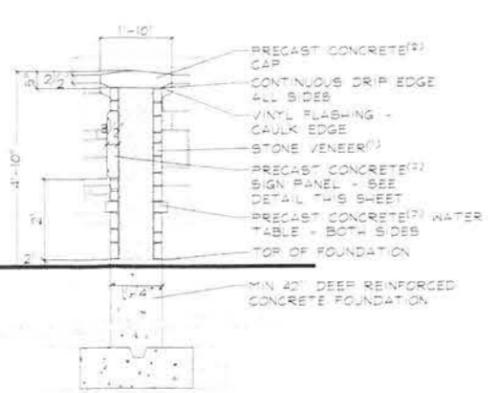
**ENTRANCE MONUMENT SPECIFICATIONS**

- 1.0 DESCRIPTION OF WORK
  - A. The work consists of all labor, materials, work and equipment necessary and required to complete monuments, fence and foundations as shown on drawings or specified herein including, but not limited to:
    - 1. Submission of color and material samples
    - 2. Submission of shop drawings
    - 3. Submission of construction schedule
    - 4. Verification of existing conditions and underground utilities
    - 5. Secure and pay for all permits, fees, inspections and schedule all inspections related to work, including ULLI E. locates
    - 6. Comply with all applicable codes.
- 2.0 QUALITY ASSURANCE
  - A. Construction shall conform to Building Code Requirements for Engineered Brick Masonry, BIA, latest edition.
  - B. All brick and stone shall be finest architectural grade free of cracks, chips, defects, etc.
  - C. Installation shall be by a company continuously and regularly employed in the installation of brick and stone monuments for a period of at least 5 consecutive years.
  - D. No masonry shall be laid when the temperature is expected to fall below 40 degrees F unless suitable means submitted in writing to the owner are provided to heat materials and protect the work. Protect work from cold and frost and insure that mortar will harden without freezing. No additives shall be used, unless approved in writing by the owner.
  - E. All corners of monuments and piers are to be staked by engineer and verified by the contractor.
- 3.0 JOB CONDITIONS
  - A. Examine and evaluate grades and soils. Provide soil testing and verify soils structural integrity. Observe the conditions under which work is to be performed and notify the owner of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
  - B. Utilities: Review underground utility location maps and plans. Notify ULLI E. demonstrate an awareness of utility locations, and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
  - C. All streets and curbs must be cleaned at the end of each working day.
  - D. All OSHA requirements for safety must be adhered to at all times.

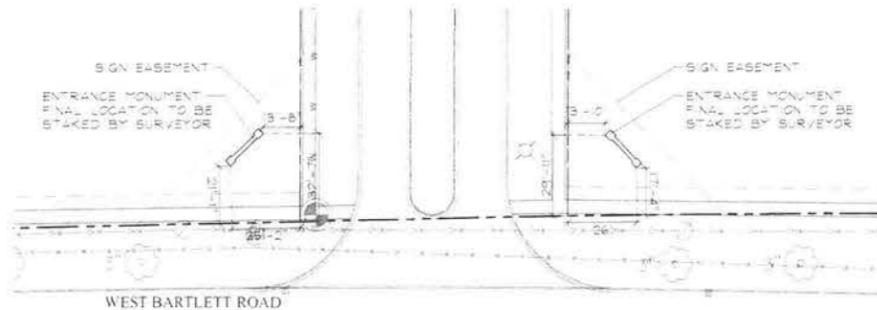


**ELEVATION A**

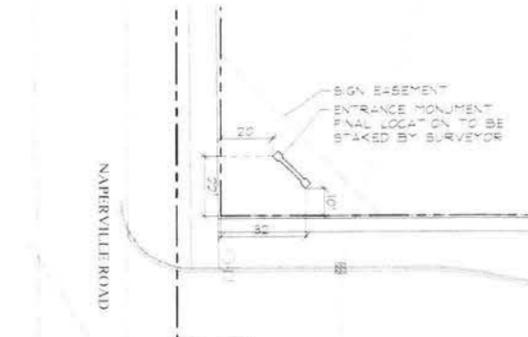
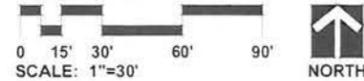
**SECTION B-B'**



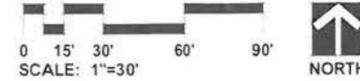
**SECTION C-C'**



**SOUTH MONUMENT LAYOUT PLAN**



**WEST MONUMENT LAYOUT PLAN**



- 4.0 GUARANTEES
  - A. Guarantee monuments 1 year from final acceptance or owner's representative on workmanship and materials.
  - B. Where failures have occurred resulting from the concrete not meeting the specified design strength or workmanship, it shall be the responsibility of the subcontractors in connection with the supplier to take whatever corrective actions are necessary to eliminate the problem. In addition, it shall be their responsibility to make restitution for their resulting repair work created by the problem.
- 5.0 SUBMITTALS
  - A. Construction Schedule: After award of the Contract, the Contractor shall prepare and submit to the owner or an owner authorized representative an estimated construction progress schedule for the work, including sub-schedules of related activities which are essential to its progress, as well as lead-time for materials.
    - 1. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction. Schedule to represent a continuous flow of construction activities so that there are no days of non-activity on site.
  - B. Product Samples: Submit samples of stone, architectural pre-cast, mortars and sealants, slate, light fixtures, tile and ornamental fencing for the owner's design conformance review prior to delivery to site.
  - C. Product Data: Submit product data for stone, limestone, architectural pre-cast, mortars and joint sealants, slate, tile, light fixtures, and ornamental fencing.
  - D. Provide certificate of insurance per the owner's requirements.
  - E. Provide names and contact information for any subcontractors and suppliers.
  - F. Shop Drawings
    - 1. Prepare and submit to the Owner's Representative for design conformance review complete cutting and setting drawings for all masonry work.
    - 2. Submit one (1) set prints with following items in detail:
      - a) Sizes
      - b) Sections
      - c) Dimensions and numbering of stone and brick
      - d) Arrangements of joints and bond
    - 3. Show jointing as indicated on the contract drawings, unless modification is reviewed for design conformance by Owner's Representative prior to preparation of shop drawings.
    - 4. Establish jointing in accordance with industry standards and practices where not indicated on contract drawings.
- 6.0 PRODUCT DELIVERY, STORAGE, AND HANDLING
  - A. Loading and Shipment
    - 1. Pack carefully for transportation, with exercise of all customary and reasonable precautions against damage in transit; all brick and limestone to be used for the work.
    - 2. Load and ship all brick and cut stone in a sequence mutually agreed upon by the General Contractor and the material supplier.
  - B. Unloading and Storage
    - 1. Receive and unload at site all brick and stone with necessary care in handling to avoid damage or soiling.
    - 2. Store brick and stone clear of ground on non-staining skids. Wood containing tannin, chemical treatment or excessive amounts of resin shall not be used.
    - 3. Cover brick and stone with waterproof, clean canvas or polyethylene for protection from construction or natural elements.
- 7.0 INSTALLATION
  - A. Mortar
    - 1. Cement: White, non-staining masonry cement, conforming to ASTM-C91.
    - 2. Sand: Clean, sharp and washed, capable of passing a No. 16 sieve and in conformance with ASTM-C144. Carefully select sand for use in pointing mortar for color to match limestone. For pointing mortar, select a white sand.
    - 3. Lime: Hydrated, conforming to ASTM-C207, Type B.
    - 4. Water: Clean, non-alkaline, potable and free of oils, salts, and other harmful elements.
  - B. Foundation
    - 1. Concrete mix air entrainment, compressive strength at twenty-eight (28) days, and slump are to be designed and specified by the contractor's structural engineer.
  - C. Mortar Bed
    - 1. Lay brick with full mortar coverage on horizontal and vertical joints in all courses.
    - 2. Provide sufficient mortar on ends of brick to completely fill head joints.
    - 3. Rock closure into place with head joints thrown against two adjacent bricks in place.
- 8.0 MORTAR JOINTS, HORIZONTAL AND VERTICAL FACE JOINTS
  - 1. Nominal thickness: 3/8 inch
  - 2. Construct uniform joints
  - 3. Shove vertical joints tight
  - 4. Tool concave joints in exposed surfaces when thumbprint hard
  - 5. Width, depth, and tooling of all mortar joints shall be consistent and shall not vary more than 1/8"
  - 6. Movement joints: Keep clear of all mortar and debris.
- 9. FLASHING
  - 1. Install complete and continuous under stone copings and other projections
  - 2. Lap joints 6". Seal entire contact surface with mastic
  - 3. Provide a mortar wash at the base of the cavity, underneath the through-wall flashing, pitching out
  - 4. Cover flashing with mortar
- 10. WEAPONS
  - 1. Provide 3/8" cotton rope weeps. Rope weeps shall extend thru the veneer face and inside the cavity lying on top and along the bottom length of the flashing. Cut rope flush with wall face.
  - 2. Maximum spacing: rope weeps 16 inches o.c. at wall base, 16 inches o.c. at lintels above openings.
  - 3. Keep weepholes and area above flashing free of mortar droppings.
- 11. CLEAN UP AND PROTECTION
  - A. All material shall be washed with fiber brushes, soap powder, and clear water or Owner reviewed mechanical cleaning process.
  - B. Sand blasting, wire brushes, or acids shall not be used. Exceptions may be considered if reviewed by the Owner or an Owner authorized representative.
  - C. During work, store materials and equipment as directed by the owner.
  - D. Protect work and materials from damage due to operations by other trades and trespassers. Maintain protection during installation.
- 12. INSPECTION AND ACCEPTANCE
  - A. The Owner and/or the Owner's representative reserves the right to inspect materials and workmanship at the site prior to, during construction, or at the time of inspection for compliance with these specifications.
  - B. Notify the Owner's representative when completed, for final design conformance review.

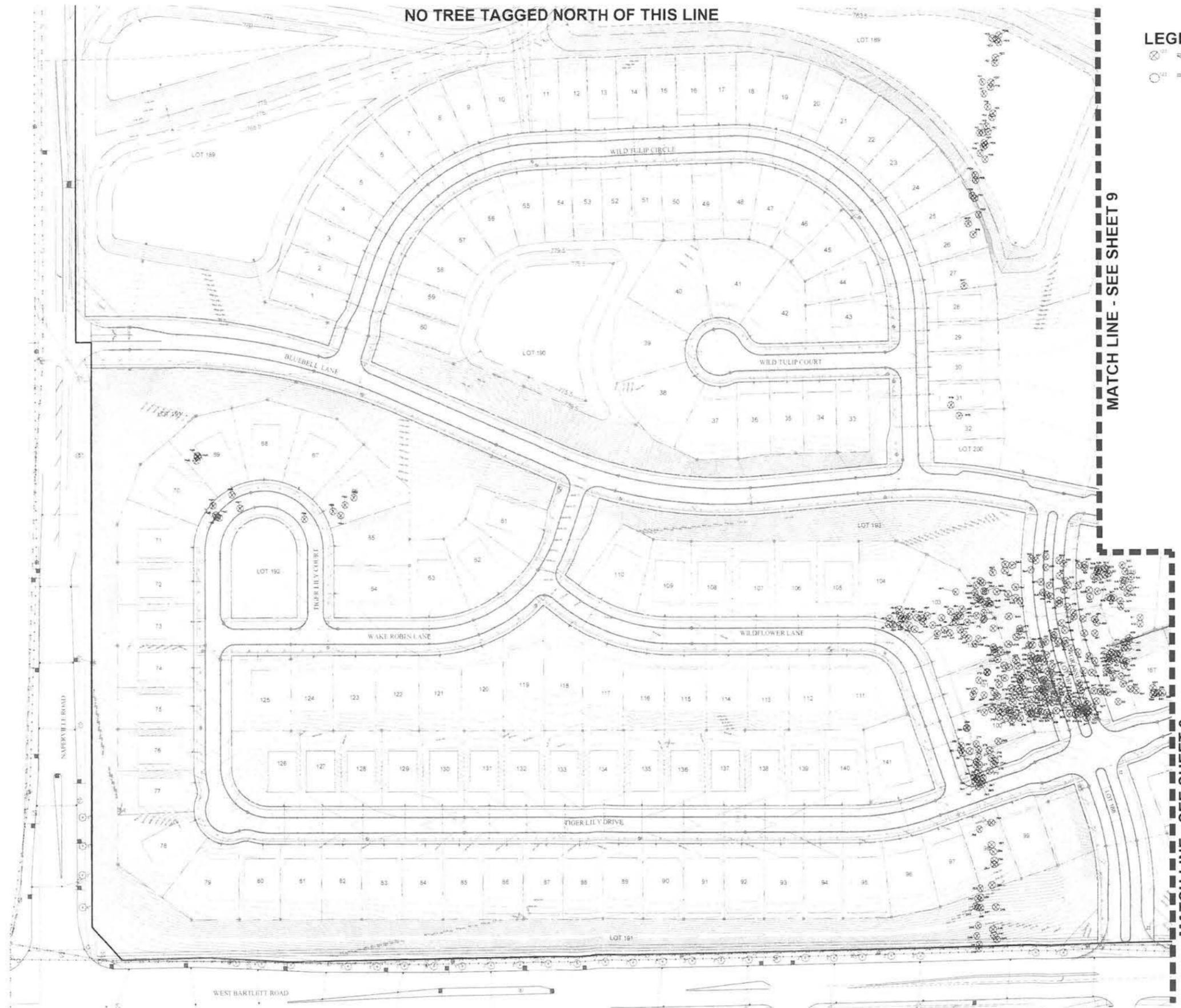
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**THE GRASSLANDS - PHASE 1**  
BARTLETT, ILLINOIS  
**MONUMENT DETAILS**

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DATE	7.09.2021
PROJECT NO.	CRN2001
DRAWN	GFB
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**LEGEND**  
 ⊗ REMOVED TREE  
 ○ PRESERVED TREE

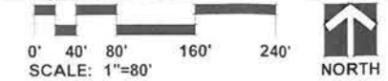
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 DEVELOPMENT  
 1751 A WEST DIEHL ROAD  
 NAPERVILLE, ILLINOIS 60563  
 CIVIL ENGINEER  
 ESM CIVIL SOLUTIONS, L.L.C.  
 4320 WINFIELD ROAD, #200  
 WARRENVILLE, ILLINOIS 60555

**THE GRASSLANDS - PHASE 1**  
 BARTLETT, ILLINOIS  
**TREE PRESERVATION PLAN**

REVISIONS	DATE
3	2.21.2022
2	12.08.2021
1	10.04.2021

DATE: 7.09.2021  
 PROJECT NO.: CRN2001  
 DRAWN: GFB  
 CHECKED: MGM  
 SHEET NO.:



MATCH LINE - SEE SHEET 8

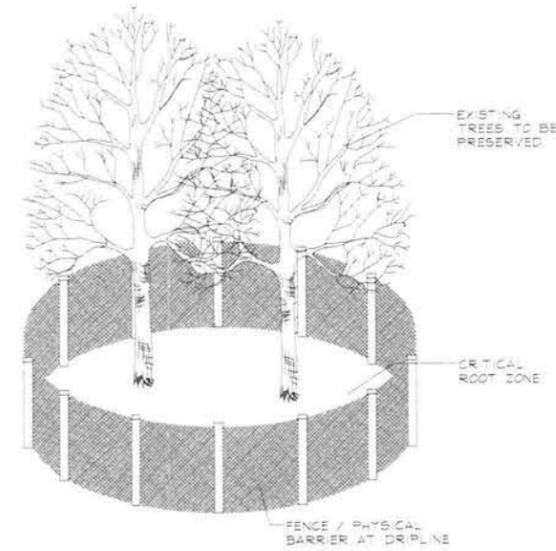
MATCH LINE - SEE SHEET 8

**LEGEND**

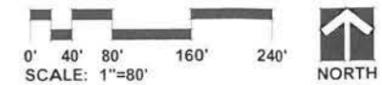
- ⊗ REMOVED TREE
- PRESERVED TREE

**TREE PRESERVATION NOTES**

1. 48" high snow fence or wood barriers shall extend to the dripline of the tree or tree mass whenever possible and be installed before construction begins and should not be removed until the completion of construction.
2. All accidental damage to existing trees that are to be preserved shall be promptly treated as required in accordance with recognized horticultural practices and the instructions of the professional Arborist, Landscape Architect or Horticulturist.
3. Broken or badly bruised branches shall be removed with a clean cut, if recommended by the professional Arborist, Landscape Architect or Horticulturist.
4. Care shall be exercised by the contractors to protect all overhead limbs and branches from damage by contact with material, machinery or equipment and by damage from engine exhaust.
5. Contractors shall protect trees and vegetation against spills or discharge of fuels, lubricating oils, hydraulic fluids, anti-freeze and coolants, calcium chloride, lime and all other similar hydrocarbons, organic chemicals, and other materials which can be harmful.
6. When underground utilities are proposed within 5' of a preserved tree trunk, they must be augered if possible.



**TREE PRESERVATION DETAIL**



**GRWA**  
**GARY R. WEBER ASSOCIATES, INC.**  
 LAND PLANNING  
 BIOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
 407 W. LIBERTY DRIVE  
 WHEATON, ILLINOIS 60157  
 PHONE: 630.668.7197

DEVELOPER  
**CROWN COMMUNITY DEVELOPMENT**  
 1751 A WEST DIEHL ROAD  
 NAPERVILLE, ILLINOIS 60563

CIVIL ENGINEER  
**ESM CIVIL SOLUTIONS, LLC.**  
 4320 WINFIELD ROAD #200  
 WARRENVILLE, ILLINOIS 60556

**THE GRASSLANDS - PHASE 1**  
 BARTLETT, ILLINOIS  
**TREE PRESERVATION PLAN**

NO.	DATE	DESCRIPTION
3	2.21.2022	
2	12.08.2021	
1	10.04.2021	

DATE	7.09.2021
PROJECT NO.	CRN2001
DRAWN	GFB
CHECKED	MGM
SHEET NO.	





**GARY R. WEBER ASSOCIATES, INC.**  
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 BIOLOGICAL CONSULTING  
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 402 W. LIBERTY DRIVE  
 WHEATON, ILLINOIS 60187  
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DEVELOPER  
**CROWN COMMUNITY DEVELOPMENT**  
 1751 A WEST DEHL ROAD  
 NAPERVILLE, ILLINOIS 60563

CIVIL ENGINEER  
**ESM CIVIL SOLUTIONS, LLC**  
 430 WINFIELD ROAD #200  
 WARRENVILLE, ILLINOIS 60555

# THE GRASSLANDS - PHASE 1

BARTLETT, ILLINOIS

## TREE INVENTORY

Tag #	Species Name	Common Name	Tree DBH	Condition	Project #
1	Quercus macrocarpa	White Oak	12.5	Good	1001
2	Quercus macrocarpa	White Oak	15.0	Good	1002
3	Quercus macrocarpa	White Oak	18.0	Good	1003
4	Quercus macrocarpa	White Oak	20.0	Good	1004
5	Quercus macrocarpa	White Oak	22.0	Good	1005
6	Quercus macrocarpa	White Oak	25.0	Good	1006
7	Quercus macrocarpa	White Oak	28.0	Good	1007
8	Quercus macrocarpa	White Oak	30.0	Good	1008
9	Quercus macrocarpa	White Oak	32.0	Good	1009
10	Quercus macrocarpa	White Oak	35.0	Good	1010
11	Quercus macrocarpa	White Oak	38.0	Good	1011
12	Quercus macrocarpa	White Oak	40.0	Good	1012
13	Quercus macrocarpa	White Oak	42.0	Good	1013
14	Quercus macrocarpa	White Oak	45.0	Good	1014
15	Quercus macrocarpa	White Oak	48.0	Good	1015
16	Quercus macrocarpa	White Oak	50.0	Good	1016
17	Quercus macrocarpa	White Oak	52.0	Good	1017
18	Quercus macrocarpa	White Oak	55.0	Good	1018
19	Quercus macrocarpa	White Oak	58.0	Good	1019
20	Quercus macrocarpa	White Oak	60.0	Good	1020
21	Quercus macrocarpa	White Oak	62.0	Good	1021
22	Quercus macrocarpa	White Oak	65.0	Good	1022
23	Quercus macrocarpa	White Oak	68.0	Good	1023
24	Quercus macrocarpa	White Oak	70.0	Good	1024
25	Quercus macrocarpa	White Oak	72.0	Good	1025
26	Quercus macrocarpa	White Oak	75.0	Good	1026
27	Quercus macrocarpa	White Oak	78.0	Good	1027
28	Quercus macrocarpa	White Oak	80.0	Good	1028
29	Quercus macrocarpa	White Oak	82.0	Good	1029
30	Quercus macrocarpa	White Oak	85.0	Good	1030
31	Quercus macrocarpa	White Oak	88.0	Good	1031
32	Quercus macrocarpa	White Oak	90.0	Good	1032
33	Quercus macrocarpa	White Oak	92.0	Good	1033
34	Quercus macrocarpa	White Oak	95.0	Good	1034
35	Quercus macrocarpa	White Oak	98.0	Good	1035
36	Quercus macrocarpa	White Oak	100.0	Good	1036
37	Quercus macrocarpa	White Oak	102.0	Good	1037
38	Quercus macrocarpa	White Oak	105.0	Good	1038
39	Quercus macrocarpa	White Oak	108.0	Good	1039
40	Quercus macrocarpa	White Oak	110.0	Good	1040
41	Quercus macrocarpa	White Oak	112.0	Good	1041
42	Quercus macrocarpa	White Oak	115.0	Good	1042
43	Quercus macrocarpa	White Oak	118.0	Good	1043
44	Quercus macrocarpa	White Oak	120.0	Good	1044
45	Quercus macrocarpa	White Oak	122.0	Good	1045
46	Quercus macrocarpa	White Oak	125.0	Good	1046
47	Quercus macrocarpa	White Oak	128.0	Good	1047
48	Quercus macrocarpa	White Oak	130.0	Good	1048
49	Quercus macrocarpa	White Oak	132.0	Good	1049
50	Quercus macrocarpa	White Oak	135.0	Good	1050
51	Quercus macrocarpa	White Oak	138.0	Good	1051
52	Quercus macrocarpa	White Oak	140.0	Good	1052
53	Quercus macrocarpa	White Oak	142.0	Good	1053
54	Quercus macrocarpa	White Oak	145.0	Good	1054
55	Quercus macrocarpa	White Oak	148.0	Good	1055
56	Quercus macrocarpa	White Oak	150.0	Good	1056
57	Quercus macrocarpa	White Oak	152.0	Good	1057
58	Quercus macrocarpa	White Oak	155.0	Good	1058
59	Quercus macrocarpa	White Oak	158.0	Good	1059
60	Quercus macrocarpa	White Oak	160.0	Good	1060
61	Quercus macrocarpa	White Oak	162.0	Good	1061
62	Quercus macrocarpa	White Oak	165.0	Good	1062
63	Quercus macrocarpa	White Oak	168.0	Good	1063
64	Quercus macrocarpa	White Oak	170.0	Good	1064
65	Quercus macrocarpa	White Oak	172.0	Good	1065
66	Quercus macrocarpa	White Oak	175.0	Good	1066
67	Quercus macrocarpa	White Oak	178.0	Good	1067
68	Quercus macrocarpa	White Oak	180.0	Good	1068
69	Quercus macrocarpa	White Oak	182.0	Good	1069
70	Quercus macrocarpa	White Oak	185.0	Good	1070
71	Quercus macrocarpa	White Oak	188.0	Good	1071
72	Quercus macrocarpa	White Oak	190.0	Good	1072
73	Quercus macrocarpa	White Oak	192.0	Good	1073
74	Quercus macrocarpa	White Oak	195.0	Good	1074
75	Quercus macrocarpa	White Oak	198.0	Good	1075
76	Quercus macrocarpa	White Oak	200.0	Good	1076
77	Quercus macrocarpa	White Oak	202.0	Good	1077
78	Quercus macrocarpa	White Oak	205.0	Good	1078
79	Quercus macrocarpa	White Oak	208.0	Good	1079
80	Quercus macrocarpa	White Oak	210.0	Good	1080
81	Quercus macrocarpa	White Oak	212.0	Good	1081
82	Quercus macrocarpa	White Oak	215.0	Good	1082
83	Quercus macrocarpa	White Oak	218.0	Good	1083
84	Quercus macrocarpa	White Oak	220.0	Good	1084
85	Quercus macrocarpa	White Oak	222.0	Good	1085
86	Quercus macrocarpa	White Oak	225.0	Good	1086
87	Quercus macrocarpa	White Oak	228.0	Good	1087
88	Quercus macrocarpa	White Oak	230.0	Good	1088
89	Quercus macrocarpa	White Oak	232.0	Good	1089
90	Quercus macrocarpa	White Oak	235.0	Good	1090
91	Quercus macrocarpa	White Oak	238.0	Good	1091
92	Quercus macrocarpa	White Oak	240.0	Good	1092
93	Quercus macrocarpa	White Oak	242.0	Good	1093
94	Quercus macrocarpa	White Oak	245.0	Good	1094
95	Quercus macrocarpa	White Oak	248.0	Good	1095
96	Quercus macrocarpa	White Oak	250.0	Good	1096
97	Quercus macrocarpa	White Oak	252.0	Good	1097
98	Quercus macrocarpa	White Oak	255.0	Good	1098
99	Quercus macrocarpa	White Oak	258.0	Good	1099
100	Quercus macrocarpa	White Oak	260.0	Good	1100
101	Quercus macrocarpa	White Oak	262.0	Good	1101
102	Quercus macrocarpa	White Oak	265.0	Good	1102
103	Quercus macrocarpa	White Oak	268.0	Good	1103
104	Quercus macrocarpa	White Oak	270.0	Good	1104
105	Quercus macrocarpa	White Oak	272.0	Good	1105
106	Quercus macrocarpa	White Oak	275.0	Good	1106
107	Quercus macrocarpa	White Oak	278.0	Good	1107
108	Quercus macrocarpa	White Oak	280.0	Good	1108
109	Quercus macrocarpa	White Oak	282.0	Good	1109
110	Quercus macrocarpa	White Oak	285.0	Good	1110
111	Quercus macrocarpa	White Oak	288.0	Good	1111
112	Quercus macrocarpa	White Oak	290.0	Good	1112
113	Quercus macrocarpa	White Oak	292.0	Good	1113
114	Quercus macrocarpa	White Oak	295.0	Good	1114
115	Quercus macrocarpa	White Oak	298.0	Good	1115
116	Quercus macrocarpa	White Oak	300.0	Good	1116
117	Quercus macrocarpa	White Oak	302.0	Good	1117
118	Quercus macrocarpa	White Oak	305.0	Good	1118
119	Quercus macrocarpa	White Oak	308.0	Good	1119
120	Quercus macrocarpa	White Oak	310.0	Good	1120
121	Quercus macrocarpa	White Oak	312.0	Good	1121
122	Quercus macrocarpa	White Oak	315.0	Good	1122
123	Quercus macrocarpa	White Oak	318.0	Good	1123
124	Quercus macrocarpa	White Oak	320.0	Good	1124
125	Quercus macrocarpa	White Oak	322.0	Good	1125
126	Quercus macrocarpa	White Oak	325.0	Good	1126
127	Quercus macrocarpa	White Oak	328.0	Good	1127
128	Quercus macrocarpa	White Oak	330.0	Good	1128
129	Quercus macrocarpa	White Oak	332.0	Good	1129
130	Quercus macrocarpa	White Oak	335.0	Good	1130
131	Quercus macrocarpa	White Oak	338.0	Good	1131
132	Quercus macrocarpa	White Oak	340.0	Good	1132
133	Quercus macrocarpa	White Oak	342.0	Good	1133
134	Quercus macrocarpa	White Oak	345.0	Good	1134
135	Quercus macrocarpa	White Oak	348.0	Good	1135
136	Quercus macrocarpa	White Oak	350.0	Good	1136
137	Quercus macrocarpa	White Oak	352.0	Good	1137
138	Quercus macrocarpa	White Oak	355.0	Good	1138
139	Quercus macrocarpa	White Oak	358.0	Good	1139
140	Quercus macrocarpa	White Oak	360.0	Good	1140
141	Quercus macrocarpa	White Oak	362.0	Good	1141
142	Quercus macrocarpa	White Oak	365.0	Good	1142
143	Quercus macrocarpa	White Oak	368.0	Good	1143
144	Quercus macrocarpa	White Oak	370.0	Good	1144
145	Quercus macrocarpa	White Oak	372.0	Good	1145
146	Quercus macrocarpa	White Oak	375.0	Good	1146
147	Quercus macrocarpa	White Oak	378.0	Good	1147
148	Quercus macrocarpa	White Oak	380.0	Good	1148
149	Quercus macrocarpa	White Oak	382.0	Good	1149
150	Quercus macrocarpa	White Oak	385.0	Good	1150
151	Quercus macrocarpa	White Oak	388.0	Good	1151
152	Quercus macrocarpa	White Oak	390.0	Good	1152
153	Quercus macrocarpa	White Oak	392.0	Good	1153
154	Quercus macrocarpa	White Oak	395.0	Good	1154
155	Quercus macrocarpa	White Oak	398.0	Good	1155
156	Quercus macrocarpa	White Oak	400.0	Good	1156
157	Quercus macrocarpa	White Oak	402.0	Good	1157
158	Quercus macrocarpa	White Oak	405.0	Good	1158
159	Quercus macrocarpa	White Oak	408.0	Good	1159
160	Quercus macrocarpa	White Oak	410.0	Good	1160
161	Quercus macrocarpa	White Oak	412.0	Good	1161
162	Quercus macrocarpa	White Oak	415.0	Good	1162
163	Quercus macrocarpa	White Oak	418.0	Good	1163
164	Quercus macrocarpa	White Oak	420.0	Good	1164
165	Quercus macrocarpa	White Oak	422.0	Good	1165
166	Quercus macrocarpa	White Oak	425.0	Good	1166
167	Quercus macrocarpa	White Oak	428.0	Good	1167
168	Quercus macrocarpa	White Oak	430.0	Good	1168
169	Quercus macrocarpa	White Oak	432.0	Good	1169
170	Quercus macrocarpa	White Oak	435.0	Good	1170
171	Quercus macrocarpa	White Oak	438.0	Good	1171
172	Quercus macrocarpa	White Oak	440.0	Good	1172
173	Quercus macrocarpa	White Oak	442.0	Good	1173
174	Quercus macrocarpa	White Oak	445.0	Good	1174
175	Quercus macrocarpa	White Oak	448.0	Good	1175
176	Quercus macrocarpa	White Oak	450.0	Good	1176
177	Quercus macrocarpa	White Oak	452.0	Good	1177
178	Quercus macrocarpa	White Oak	455.0	Good	1178
179	Quercus macrocarpa	White Oak	458.0	Good	1179
180	Quercus macrocarpa	White Oak	460.0	Good	1180
181	Quercus macrocarpa	White Oak	462.0	Good	1181
182	Quercus macrocarpa	White Oak	465.0	Good	1182
183	Quercus macrocarpa	White Oak	468.0	Good	1183
184	Quercus macrocarpa	White Oak	470.0	Good	1184
185	Quercus macrocarpa	White Oak	472.0	Good	1185
186	Quercus macrocarpa	White Oak	475.0	Good	1186
187	Quercus macrocarpa	White Oak	478.0	Good	1187
188	Quercus macrocarpa	White Oak	480.0	Good	1188
189	Quercus macrocarpa	White Oak	482.0	Good	1189
190	Quercus macrocarpa	White Oak	485.0	Good	1190
191	Quercus macrocarpa	White Oak	488.0	Good	1191
192	Quercus macrocarpa	White Oak	490.0	Good	1192
193	Quercus macrocarpa	White Oak	492.0	Good	1193
194	Quercus macrocarpa	White Oak	495.0	Good	1194
195	Quercus macrocarpa	White Oak	498.0	Good	1195
196	Quercus macrocarpa	White Oak	500.0	Good	1196
197	Quercus macrocarpa	White Oak	502.0	Good	1197
198	Quercus macrocarpa	White Oak	505.0	Good	1198
199	Quercus macrocarpa	White Oak	508.0	Good	1199
200	Quercus macrocarpa	White Oak	510.0	Good	1200

3 2.21.2022  
 2 12.08.2021  
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REVISIONS

DATE 7.09.2021  
 PROJECT NO. CRN2001  
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LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and materials required for:  
 1. The establishment of trees, shrubs, perennial, annual and lawn areas as shown on Landscape Plan.  
 2. The provision of post-planting management as specified herein.  
 3. Any remedial operations necessary in performance with the plants as specified in this document.  
 4. Permits which may be required.

1.2 QUALITY ASSURANCE

- A. Work shall conform to State of Illinois Horticultural Standards and local municipal requirements.
- B. Quality Control Procedures
  - 1. Site landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
  - 2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material.
  - 3. Analysis and Standards. Package standard products with manufacturers' certified analysis.

1.3 SUBMITTALS

- A. Planting Schedule
  - 1. Submit three (3) copies of the proposed planting schedule showing dates for each type of planting.
- B. Maintenance Instruction - Landscape Work
  - 1. Submit two (2) copies of type-written instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.
  - 2. Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant, shrubs and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall reserve copies of all instructions when issued.
- C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval.
- D. Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.
- E. Nursery packing lists indicating the species and quantities of material installed must be provided to the Owner and/or Municipality upon request.

1.4 JOB CONDITIONS

- A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until satisfactory conditions have been corrected in an acceptable manner.
- B. Utilities. Review underground utility location maps and plans, notify local utility location service, demonstrate an awareness of utility locations and certify acceptance of location for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
- C. Excavation. When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

1.5 GUARANTEES

- A. Guarantee seeded and sodded areas through the specified maintenance period, and until final acceptance.
- B. Guarantee trees, shrubs, and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Architect's control.
- C. Native Planting Area Performance Criteria
  - 1st Full Growing Season: 90% of cover crop shall be established. There shall be no bare areas greater than two (2) square feet in seeded areas. At least 25% of vegetation coverage shall be native, non-invasive species. At least 50% of the emergent species, if planted as plugs shall be alive and apparent.
  - 2nd Full Growing Season: All areas with the exception of emergent zones shall exhibit full vegetative cover. At least 50% of the vegetation coverage shall be native, non-invasive species.
  - 3rd Full Growing Season: At least 75% of vegetation coverage shall be native, non-invasive species. Non-native species shall constitute no more than 25% relative aerial coverage of the planted area.
  - 100% of all woody vegetation shall be alive and in healthy condition.

For Buffer Enhancement Areas, the native Floristic Quality Index value (native FQI) shall be greater than or equal to 20 over the buffer area. A native mean coefficient of conservation value (native mean CV) of greater than or equal to 3.5 shall be achieved within the buffer area. The Floristic Quality Assessment method is described in Buick and Wilhelm, Plants of the Chicago Region.

Invasive species for this project shall include the following: *Amaranthus artemisiifolia* (L.) Link (Common Ragweed), *Cirsium arvense* (Crows Thistle), *Dipsacus laciniatus* (Cut-leaved Thistle), *Dipsacus sylvestris* (Common Thistle), *Lycium solanoides* (Purple Loosestrife), *Melilotus sp.* (Sweet Clover), *Phalaris arundinacea* (Reed Canary Grass), *Prognosis australis* (Giant Reed), *Tallia japonica* (Japanese Knotweed), *Rhamnus cathartica* (Common R. Glossy Buckthorn), *Typha sp.* (Broadleaf, Narrowleaf, and Hybrid Cattail).

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.1 LAWN SOO

Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (roads, not dormant) and in strips not more than 18" wide x 4' long. Provide sod composed of a 5-lb dry blend of Kentucky Bluegrass, such as Midnight, Allure, Via, Washington, Liberty.

2.2 LAWN SEED MIXTURE

- Grass Seed. Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysis of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.
- A. Lawn Seed Mixture - 5 lbs / 1,000 sq. ft.
    - 50% Kentucky Bluegrass 98/95
    - 15% Cutler Perennial Ryegrass
    - 10% Seaton's Blue Fescue
    - 10% Edge Perennial Ryegrass
    - 10% Express Perennial Ryegrass
    - 5% Perennial Creeping Red Fescue
  - B. Temporary Lawn Seed Mixture - 5 lbs / 1,000 sq. ft.
    - 40% Kentucky Bluegrass 98/95
    - 40% Perennial Ryegrass
    - 20% Annual Ryegrass

2.3 NATIVE PLANTING MIXTURES

Provide fresh, clean, new crop of the species and proportions as specified. Native seed and live plant material shall be obtained from a reputable supplier (approved by Landscape Architect) that has collected from sources east of the Mississippi River within the same EPA Level. Ecogen as the project site (Central Corn Belt Plains). Any material sourced from outside this ecoregion must be approved by the Landscape Architect prior to installation.

For each species, the amount of seed indicated on the specifications shall mean the total amount of pure live seed (PLS) per acre. Seed tags and PLS testing information shall be provided to the Landscape Architect prior to seeding.

It is the sole responsibility of the Native Landscape Contractor to provide approved seed that meets industry-standard PLS requirements.

See sheet 2 for seed mixes.

2.4 GROUNDCOVERS, PERENNIALE AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60 for the pot size shown or listed.

2.5 TREES AND SHRUBS

- A. Name and variety. Provide nursery grown plant material true to name and variety.
- B. Quality. Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60 (Standards for Nursery Stock) and as further specified.
- C. Deciduous Trees. Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (BAB) deciduous trees.
- D. Deciduous Shrubs. Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z60 for the type and height of shrub required. Provide balled and burlapped (BAB) deciduous shrubs.
- E. Coniferous Evergreen. Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and heights for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (BAB) evergreen trees and containerized shrubs.
- F. Inspection. All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, height of inspection and rejection can be very at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.6 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompact topsoil (stockpiled at site) for all planting pits, perennial, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in 1.3.C.

2.7 EROSION CONTROL

- A. Lawn Seed Areas Erosion Control Blanket. North American Green DST5 or equivalent, approved equal.
- B. Native Areas Erosion Control Blanket. North American Green B50 or equivalent, approved equal.
- C. Shoreline and Sloped Berm Areas Erosion Control Blanket. North American Green BC50, or approved equal. To be installed per manufacturer's recommendations.
- D. Refer to latest Engineering & Erosion Control Plans for any areas to receive permanent or long-term blanket installation.

2.8 MULCH

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for approval prior to ordering materials.

LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

3.2 PLANTINGS

- A. Sodding New Lawns
  - 1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawns.
  - 2. Till to a depth of not less than 6", apply soil amendments as needed, remove high areas and fill in depressions, till soil to a homogeneous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
  - 3. Sodded areas shall receive an application of commercial fertilizer at the rate of 10 lbs per 1,000 sq. ft. and shall have an analysis of 16-8-8.
  - 4. Lay sod within 24 hours from time of stricking.

- 5. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips do not overlap. Stagger strips to offset joints in adjacent courses. Work from borders to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work filled soil into minor cracks between pieces of sod, remove excess to avoid smothering of adjacent grass.
- 6. Water sod thoroughly with a fine spray immediately after planting.

B. Seeding New Lawns

- 1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.
- 2. Till to a depth of not less than 6", apply soil amendments, remove high areas and fill in depressions, till soil to a homogeneous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
- 3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1" inches.
- 4. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.
- 5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.
- 6. Sow not less than specified rate.
- 7. Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray.

C. Seeding Native Areas

- 1. The period for planting prairie seed shall be from April 1 to May 15 or November 1 to just before the first frost. Seeding outside of these timeframes must be approved by the landscape architect. Native seed planted outside of specified timeframes must have at least 60 days of growth prior to frost. Dormant seeding in winter is possible if soil conditions allow.
- 2. The General Contractor and Native Landscape Contractor shall be responsible for performing all work necessary to achieve and maintain an acceptable seeded area prior to seeding. All areas must be properly prepared before seeding begins. Equipment having low soil pressure ground contact shall be utilized within the planting areas.
- 3. If present, compacted soils shall be broken or raked prior to seeding. Remedial measures for the access area may, at the direction of the Wetland Consultant, involve ripping from 12 to 18 inches of the soil horizon prior to disking.
- 4. Prior to seeding, planting areas shall have at least twelve inches of clean, uncompact topsoil. Clumps, clods, stones over 2" diameter, roots and other extraneous matter shall be removed and disposed of legally off-site.
- 5. Granular mycorrhizal inoculants shall be installed with the seed mix at a rate of 40lbs/acre. Inoculant can be banded under seed, worked into seed or added into spray tanks. Native areas shall not receive fertilizer.
- 6. Contractor shall be solely responsible for the proper handling and storage of the seed according to the best seed handling and storage practices including fungicide treatments and stratification considerations. Owner shall make no compensation for damage to the seed because of improper storage, cleaning, threshing or screening operations.
- 7. Except where site conditions preclude their use, seeding shall be performed using a Truax drill, Truax Tillage seeder or comparable equipment designed specifically for installation of native seed. For areas where site conditions preclude the use of specialized equipment, seed may be installed through hand broadcasting and followed by light raking. Hand broadcast seed shall be spread at twice the specified rate. Other methods of seed installation may be used with prior approval from the Landscape Architect.
- 8. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. In general, the optimum seeding depth is 0.25 inch below the soil surface. Areas where the seed has not been incorporated into the soil to the proper depths will not be accepted, and no compensation for materials or labor for the rejected work will be made by the Owner.
- 9. Seeding and soil tracking/firming shall not be done during periods of rain, severe drought, high winds, excessive moisture, frozen ground, or other conditions that preclude satisfactory results.
- 10. Wet meadow and emergent areas shall be planted, and seed allowed to germinate (if possible) prior to flooding with significant amounts of water. Any areas of significant permanent water located within the planting area will receive live plugs in lieu of seed.
- 11. After the seeding operation is completed, install erosion control blanket per manufacturer's specifications.
- 12. Emergent plugs shall be planted in natural groupings within designed areas containing saturated soils or shallow inundation. Plants within groupings shall be planted at 2 foot centers.
- 13. Emergent plugs shall not be planted less than the specified rate and shall be protected with goose enclosures surrounding all natural groupings of plugs.

E. Groundcover and Perennial Beds

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8" deep. Install per spacing indicated on plan.

F. Trees and Shrubs

- 1. Set balled and burlapped (BAB) stock plants and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls, retain on bottoms when set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- 2. Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.
- 3. Muck pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and final level with adjacent finish grades. Maintain exposed root flare at all times.

- 4. Prune only injured or dead branches from flowering trees, if any. Protect central leader of trees during shipping and pruning operations. Prune shrubs to retain natural character in accordance with standard horticultural practices.
- 5. Remove and replace excessively pruned or ill-formed stock resulting from improper pruning.
- 6. The Contractor shall be wholly responsible for ensuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor. However, any bracing procedure(s) must be approved by the Owner prior to its installation.

3.3 INITIAL MAINTENANCE

- A. Begin maintenance immediately after planting, continuing until final acceptance a minimum of thirty (30) days.
- B. Maintain planted and seeded areas by watering, rolling/grading, regrading and implementing erosion control as required to establish vegetation free of erosion or bare areas.
- C. Highways Fescue and Native Planting areas are to be mowed only once per spring during the initial three year establishment period.

3.4 NATIVE LANDSCAPED AREAS CONTINUED MONITORING & MAINTENANCE

- A. Monitoring
  - 1. The Owner shall notify the Municipality upon completion of plantings. The Owner's Environmental Specialist shall inspect the plantings and provide the Municipality with a copy of the planting locations, species and quantities for verification.
  - 2. The Owner's Environmental Specialist shall inspect the plantings at least twice per year during the three-year term of the Establishment and Maintenance Cash Bond or Letter of Credit to determine compliance with the minimum annual performance criteria (See 1.5C Guarantees). A monitoring report will be provided to the Municipality by January 31st following each inspection.
- B. Maintenance
  - 1. First Season
    - a. With the exception of the emergent area, native seeding areas should be mowed to a height of 6" to control annual non-native and invasive species early in the growing season. Mowing, including weed whipping, should be conducted during prior to seed seed production. Mowing height and timing may need to be adjusted per target species. Small quantities of undesirable plant species shall be controlled by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all above-ground and below-ground stems, roots and flower masses prior to development of seeds. Herbicide should be applied as necessary by a trained and licensed operator that is competent in the identification of native and non-native herbaceous plants. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.
  - 2. Second Season
    - a. Control of undesirable plant species during the second growing season shall consist primarily of precise herbicide application. Mowing and weed whipping shall be conducted as needed during the early growing season and as needed to a height of 6 to 8 inches to prevent annual weeds from producing seed. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.
  - 3. Third, Fourth, and Fifth Years
    - a. Seasonal mowing and herbicide will continue as above but should be reduced over time. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.

Long Term Wetland and Prairie Management/Maintenance

A final compliance report and Long-Term Operation and Maintenance Plan shall be submitted by the Developer/Owner's Environmental Specialist no less than 60 days prior to the expiration of any landscape Cash Bond or Letter of Credit posted for the native areas. Final acceptance and release shall be determined by the County/Municipality/USACE upon inspection of the site to verify compliance.

The Long-Term Operation and Maintenance Plan shall be written to include guidelines and schedules for burning, mowing, application of herbicide, debris/litter removal and inspection schedule for storm structures and sediment removal.

3.5 CLEAN UP AND PROTECTION

- A. During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect.

3.6 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
- B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.
- C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.
- D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance the Owner will be responsible for maintenance.



GARY R. WEBER ASSOCIATES, INC.  
 LAND PLANNING  
 BIOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
 402 W. LIBERTY DRIVE  
 WHEATON, ILLINOIS 60187  
 PHONE: 630-668-1197

DEVELOPER  
 CROWN COMMUNITY DEVELOPMENT  
 1751 A WEST DIEHL ROAD  
 NAPERVILLE, ILLINOIS 60563  
 CIVIL ENGINEER  
 ESM CIVIL SOLUTIONS, LLC  
 4320 WINFIELD ROAD, #200  
 WARRENVILLE, ILLINOIS 60555

THE GRASSLANDS - PHASE 1  
 BARTLETT, ILLINOIS  
 LANDSCAPE SPECIFICATIONS

3	2.21.2022
2	12.08.2021
1	10.04.2021

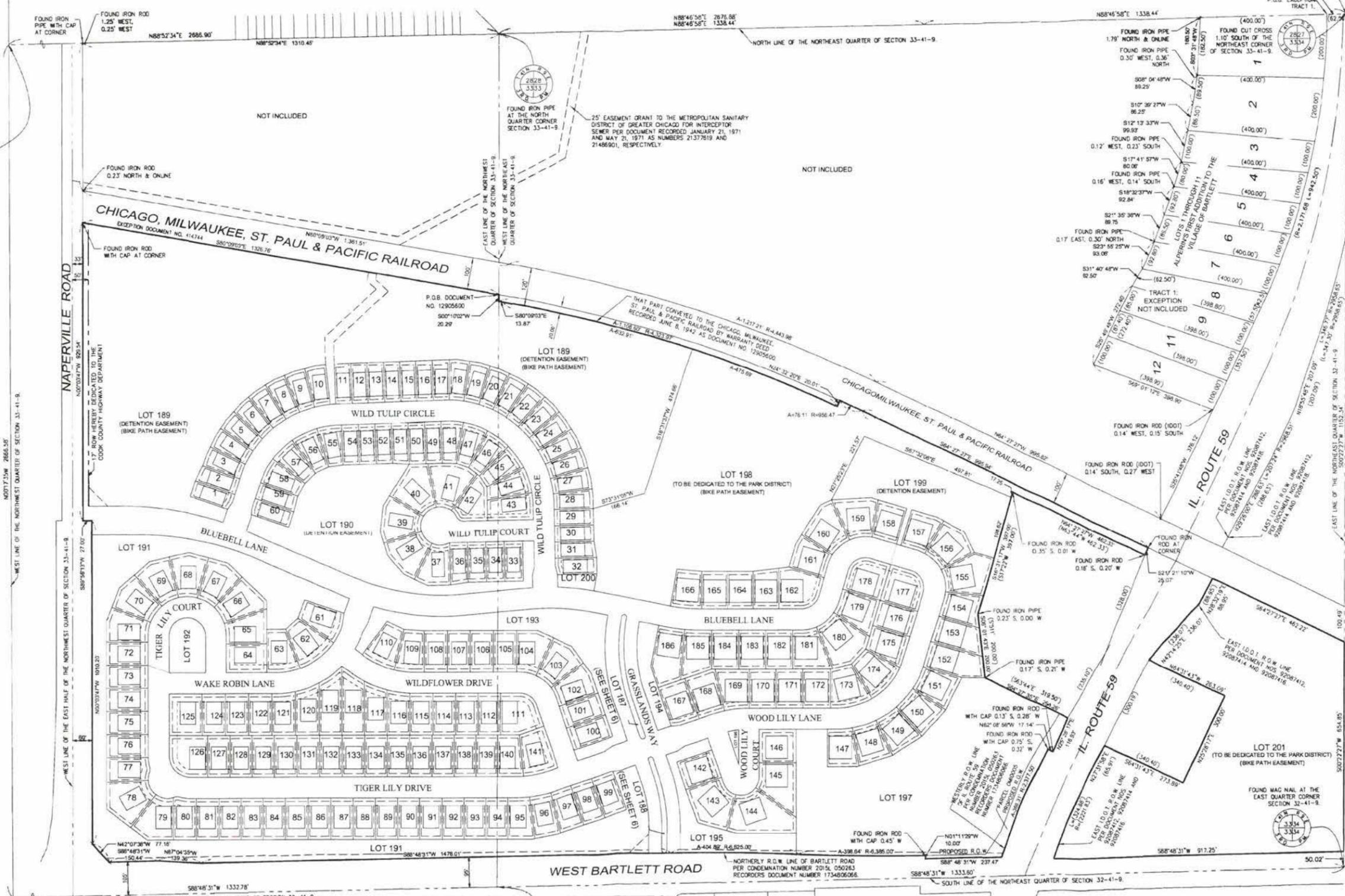
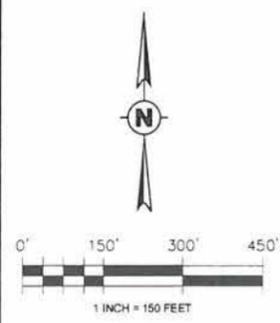
REVISIONS

DATE	7.09.2021
PROJECT NO.	CRN2001
DRAWN	GFB
CHECKED	MGM
SHEET NO.	



# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



FOUND IRON PIPE AT THE NW QUARTER CORNER SECTION 32-41-9



FOUND IRON PIPE 0.85' EAST OF THE CENTER SECTION 33-41-9

**HOME OWNER'S ASSOCIATION NOTE**  
PARCELS 187-196 AND 199-200 ARE TO BE OWNED AND MAINTAINED BY THE THE GRASSLANDS HOMEOWNERS' ASSOCIATION.

**TOTAL ACREAGE**  
PROPOSED SUBDIVISION CONTAINS 5,313,193 SQUARE FEET MORE OR LESS OR 121.974 ACRES MORE OR LESS

**OWNER, SUBDIVIDER & DEVELOPER**  
BARTLETT 59, LLC  
1751A WEST DIEHL ROAD  
NAPERVILLE, IL 60563

**CURRENT ZONING**  
THE PROPERTY IS CURRENTLY ZONED: PD PLANNED DEVELOPMENT

**NOTE**  
THE 1"=150' SCALE DRAWING ON SHEET 1 IS PROVIDED TO DISPLAY THE OVERALL BOUNDARY OF THE SUBDIVISION. REFER TO SHEETS 2 THRU 5 FOR FURTHER INFORMATION ON INDIVIDUAL LOTS, BUILDING SETBACK LINES, EXISTING AND PROPOSED EASEMENT LINES, DIMENSIONS AND ADDITIONAL NOTES.

PLAT OF SUBDIVISION  
THE GRASSLANDS

NO.	DATE	REVISION DESCRIPTION
1	03/20/2021	PER VILLAGE COMMENTS
2	03/20/2021	PER VILLAGE COMMENTS
3	03/20/2021	PER VILLAGE COMMENTS
4	03/20/2021	REMOVED NOTE 8
5	03/20/2021	CHKD.
6	03/20/2021	CHKD.
7	03/20/2021	CHKD.
8	03/20/2021	CHKD.
9	03/20/2021	CHKD.
10	03/20/2021	CHKD.

ENGINEER:  
ESM CIVIL SOLUTIONS, LLC  
4320 WINFIELD ROAD, SUITE 200 WARRENVILLE, IL 60555  
O: 630-300-0933 C: 630-404-0520  
F: 630-404-0520  
CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

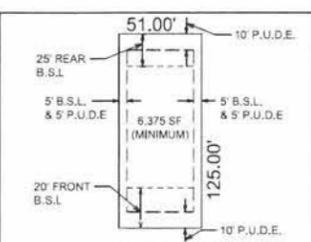
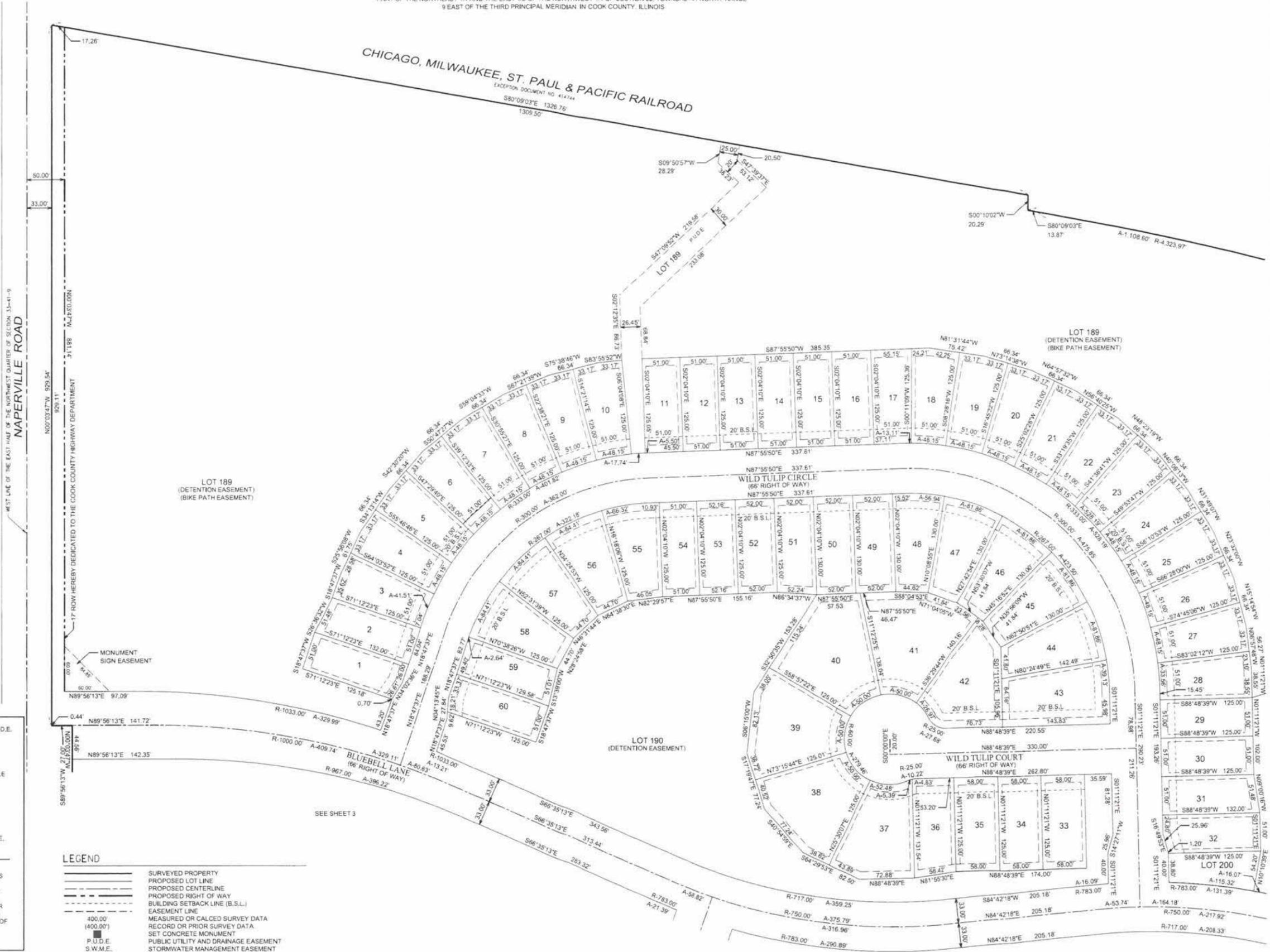
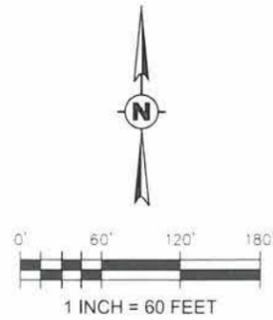
**REGIONAL LAND SERVICES**  
270 VIDA COURT  
SYCAMORE, ILLINOIS 60178  
PHONE: (618) 559-2260

PROJECT NO. 19-0123  
DATE: 03/20/2021  
SHEET 1 OF 8  
DRAWING NO. 1

PLAT DATE: 03/20/2021  
DRAWN BY: J. W. BARTLETT  
CHECKED BY: J. W. BARTLETT  
FILE NAME: 19-0123.DWG

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS



**LEGEND**

	SURVEYED PROPERTY
	PROPOSED LOT LINE
	PROPOSED CENTERLINE
	PROPOSED RIGHT OF WAY
	BUILDING SETBACK LINE (B.S.L.)
	EASEMENT LINE
	MEASURED OR CALCULATED SURVEY DATA
	RECORD OR PRIOR SURVEY DATA
	SET CONCRETE MONUMENT
	PUBLIC UTILITY AND DRAINAGE EASEMENT
	STORMWATER MANAGEMENT EASEMENT

PLAT OF SUBDIVISION  
THE GRASSLANDS

NO.	DATE	REVISION DESCRIPTION
1	05/06/21	PER VILLAGE COMMENTS
2	10/02/21	PER VILLAGE COMMENTS
3	11/17/21	PER VILLAGE COMMENTS
4		
5		
6		
7		
8		

ESM CIVIL SOLUTIONS, LLC  
4320 WINDFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555  
O: 630-300-0933 C: 630-624-0520  
CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY



**REGIONAL LAND SERVICES**  
270 VIDA COURT  
SYCAMORE, ILLINOIS 60178  
PHONE: (618) 559-2260



PROJECT NO. 19-0123  
DATE: 03/20/2021  
SHEET 2 OF 6  
DRAWING NO. 2

PLOT DATE = NONE  
USER NAME = MURPHY  
FILE NAME = FILEL

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE  
9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### OWNER'S AND SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE BOUNDARIES OF THE U-46 SCHOOL DISTRICT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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

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

BARTLETT 59, LLC  
1751A WEST DIEHL ROAD  
NAPERVILLE, IL 60563

### NOTARY CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT \_\_\_\_\_ ILLINOIS.

PRINT: \_\_\_\_\_  
NOTARY PUBLIC

### OWNER'S CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT BARTLETT 59, LLC, IS (ARE) THE OWNER 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 \_\_\_\_\_, 2021.

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

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

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

ADDRESS: 1751A WEST DIEHL ROAD  
NAPERVILLE, IL 60563

ATTEST: \_\_\_\_\_

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

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

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

### NOTARY CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE AFORESAID INSTRUMENT, ACKNOWLEDGED THAT HE/SHE (THEY) SIGNED AND DELIVERED THE INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT \_\_\_\_\_ ILLINOIS.

PRINT: \_\_\_\_\_  
NOTARY PUBLIC

### VILLAGE OF BARTLETT CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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

PRINT: \_\_\_\_\_ VILLAGE PRESIDENT PRINT: \_\_\_\_\_ VILLAGE CLERK

### PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

REVIEWED BY THE PLAN COMMISSION OF THE VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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

PRINT: \_\_\_\_\_ PLAN COMMISSION CHAIRMAN PRINT: \_\_\_\_\_ PLAN COMMISSION SECRETARY

### VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

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 DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED ON THE SUBJECT PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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

PRINT: \_\_\_\_\_ VILLAGE TREASURER

### VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_ VILLAGE ENGINEER OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, CERTIFY THAT THE LAND IMPROVEMENTS FOR THE SUBJECT PLATTED AREA AS DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE GRASSLANDS, DATED \_\_\_\_\_

LAST REVISED: \_\_\_\_\_ PREPARED BY: \_\_\_\_\_ MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE OF BARTLETT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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

PRINT: \_\_\_\_\_ VILLAGE ENGINEER

### COUNTY HIGHWAY CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

THIS PLAT HAS BEEN APPROVED BY THE COOK COUNTY HIGHWAY DEPARTMENT WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY V44, NAPERVILLE ROAD AND COUNTY HIGHWAY 810, WEST BARTLETT ROAD PURSUANT TO 765 ILCS 205/2; HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY RIGHT OF WAY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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

PRINT: \_\_\_\_\_ COUNTY ENGINEER

### COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_ COUNTY CLERK OF COOK 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 CHICAGO, COOK COUNTY, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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

PRINT: \_\_\_\_\_ COUNTY CLERK

### RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M, AND RECORDED IN MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_.

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

PRINT: \_\_\_\_\_ COUNTY RECORDER

### UTILITY EASEMENT APPROVED AND ACCEPTED

COMMONWEALTH EDISON

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

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

SBC

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

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

NICOR

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

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

COMCAST

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

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

### SPECIAL SERVICE AREA NOTICE

(A) THE OWNER OR APPLICABLE DEVELOPER SHALL SUBMIT FOR REVIEW BY THE VILLAGE TO BE RECORDED AGAINST THE SUBJECT PROPERTY (THE "MASTER DECLARATION"), OR IF NO MASTER DECLARATION IS SUBMITTED A SEPARATE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EXCLUDING THE COMMERCIAL TRACT, EACH PHASE AND POD OF THE DEVELOPMENT WHICH THE OWNER OR THE APPLICABLE DEVELOPER MAY ELECT TO COMBINE BY PHASE (THE "APPLICABLE DECLARATION OF CCRS"). THE MASTER DECLARATION OR EACH APPLICABLE DECLARATION OF CCRS SHALL PROVIDE FOR THE CREATION OF AN OWNER'S ASSOCIATION TO MAINTAIN ALL COMMON AREAS OF THE SUBJECT PROPERTY OR THE APPLICABLE PHASE AND/OR POD, INCLUDING BUT NOT LIMITED TO THE WETLAND AREAS AND NATURALIZED DETENTION BASINS AND WETLAND RETENTION PONDS, THE STORMWATER RETENTION BASINS, RETENTION PONDS, DRAINAGE SWALES AND DITCHES, DRAINAGE PIPES OR CONDUIT, FENCES, AND BERMS AND FOR THE MAINTENANCE, REPAIR OR POSSIBLE REPLACEMENT OF THE STORM SEWER AND STORMWATER MANAGEMENT SYSTEM TO BE CONSTRUCTED AND INSTALLED ON THE APPLICABLE PHASE AND POD OF THE SUBJECT PROPERTY BY THE OWNER OR THE APPLICABLE DEVELOPER; AND DISCLOSING THE SPECIAL SERVICE AREA OBLIGATIONS OF EACH OWNER'S ASSOCIATION AND FUTURE OWNERS WITH RESPECT THERETO. THE MASTER DECLARATION AND/OR THE APPLICABLE DECLARATION OF CCRS MUST BE RECORDED AGAINST THE SUBDIVISION FOR THE APPLICABLE PHASE AND POD PRIOR TO CLOSING ON THE SALE OF ANY RESIDENTIAL LOT OR UNIT IN ANY SUCH PHASE AND POD.

(B) THE OWNER OR THE APPLICABLE DEVELOPER SHALL HAVE TIMELY FILED ALL OWNER'S CONSENTS, AND THE CONSENT OF THE PERSON OR PERSONS IN WHOSE NAME THE GENERAL REAL ESTATE TAXES FOR THE LAST PRECEDING YEAR WERE PAID ON EACH TRACT LYING WITHIN THE PROPOSED SPECIAL SERVICE AREA, AND DOCUMENTS NECESSARY FOR THE VILLAGE TO ESTABLISH A SPECIAL SERVICE AREA FOR THE APPLICABLE PHASE AND POD OF THE SUBJECT PROPERTY TO PAY FOR FUTURE MAINTENANCE, REPAIR, AND/OR REPLACEMENT, IF NECESSARY, OF ALL STORMWATER MANAGEMENT AREAS, STORM SEWERS, DRAIN PIPES OR CONDUIT, STRUCTURES AND APPURTENANCES, DRAINAGE SWALES AND DITCHES, STORM WATER DETENTION BASINS AND RETENTION PONDS, WETLAND AREAS AND NATURAL DETENTION BASINS AND RETENTION PONDS (THE "SSA CONSENTS"). THE SSA SHALL BE ESTABLISHED PURSUANT TO SECTION 4.4 OF THE CONDITIONS PRECEDENT.

### PUBLIC UTILITY EASEMENT PROVISIONS

A PERPETUAL EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, OVER, UPON, ACROSS, THROUGH AND UNDER THOSE PORTIONS OF THE ABOVE DESCRIBED REAL ESTATE DESIGNATED PUBLIC UTILITY EASEMENT ON THIS PLAT, FOR THE PURPOSE OF INSTALLING, LAYING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, RENEWING AND REPLACING WATER MAINS, SANITARY SEWER LINES, STORM SEWER LINES, STREET LIGHT CABLES AND ANY OTHER VILLAGE UTILITIES, TOGETHER WITH ALL APPURTENANT STRUCTURES, INCLUDING, BUT NOT LIMITED TO, MANHOLES, WET WELLS, LIFT STATIONS, FIRE HYDRANTS, VALVE VAULTS, STREET LIGHTS AND ANY AND ALL OTHER FIXTURES AND EQUIPMENT REQUIRED FOR THE PURPOSE OF SERVING THE ABOVE DESCRIBED REAL ESTATE WITH WATER SERVICE, SANITARY SEWER SERVICE, STORM WATER COLLECTION, STREET LIGHTING AND OTHER MUNICIPAL SERVICES AND FOR THE PURPOSE OF PROVIDING INGRESS TO AND EGRESS FROM THE PROPERTY SHOWN HEREON FOR EMERGENCY VEHICLES OF ANY AND ALL TYPES WHATSOEVER, IN NO EVENT SHALL ANY PERMANENT BUILDING(S) BE PLACED UPON THE SAID EASEMENT AREAS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER SUCH PURPOSES THAT DO NOT, AND WILL NOT IN THE FUTURE, INTERFERE UNREASONABLY WITH THE EASEMENT RIGHTS HEREIN GRANTED TO THE VILLAGE OF BARTLETT.

### DRAINAGE AND DETENTION EASEMENT PROVISIONS

THE PROPERTY OWNER SHALL MAINTAIN THE DRAINAGE AND DETENTION FACILITIES, SHOULD THE PROPERTY OWNER FAIL TO MAINTAIN THESE FACILITIES, THE DECLARANT HEREBY RESERVES AND GRANTS TO THE VILLAGE OF BARTLETT EASEMENTS IN OVER, UNDER, THROUGH, AND UPON THOSE AREAS DESIGNATED ON THE PLAT AS "DRAINAGE AND DETENTION EASEMENT" OR "D.E." ON LOTS 189, 190, 199, AND DRAINAGE EASEMENTS FOR PURPOSES OF PROVIDING ADEQUATE STORMWATER DRAINAGE CONTROL, TOGETHER WITH REASONABLE ACCESS THERETO, SAID EASEMENTS SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, HEIRS, EXECUTORS AND ASSIGNS, TO ENSURE THE INTEGRITY OF THE STORMWATER FACILITIES, NO OBSTRUCTION SHALL BE PLACED, NOR ALTERATIONS MADE, INCLUDING ALTERATIONS IN THE FINAL TOPOGRAPHICAL GRADING PLAN WHICH IN ANY MANNER IMPEDE OR DIMINISH STORMWATER DRAINAGE OF DETENTION IN, OVER, UNDER, THROUGH OR UPON SAID EASEMENT AREAS, IN THE EVENT SUCH OBSTRUCTION OR ALTERATIONS ARE FOUND TO EXIST, OR IF THE PROPERTY OWNER OR OWNERS ASSOCIATION OTHERWISE FAILS TO PROPERLY MAINTAIN THE STORMWATER FACILITIES ON LOTS 189, 190, 199, AND DRAINAGE EASEMENTS, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER AND/OR OWNERS ASSOCIATION (OR ANY OWNER OF PROPERTY

WITHIN THE SUBDIVISION IN THE EVENT THAT NO INFORMATION RELATIVE TO A CONTRACT PERSON FOR THE OWNERS ASSOCIATION IS PROVIDED TO THE VILLAGE), HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER FACILITIES ON LOTS 189, 190, 199, AND DRAINAGE EASEMENTS OR TO REMOVE SAID OBSTRUCTION OR ALTERATIONS OR TO PERFORM OTHER MAINTENANCE, REPAIR, ALTERATION OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT ADEQUATE STORMWATER STORAGE, STORM DRAINAGE, DETENTION AND RETENTION FACILITIES AND APPURTENANCES THERETO REMAIN FULLY OPERATIONAL AND THAT THE CONDITION OF SAID LOTS 189, 190, 199, AND DRAINAGE EASEMENTS COMPLIES WITH ALL APPLICABLE VILLAGE CODES. IN THE EVENT OF AN EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE PROPERTY OWNER OR OWNERS ASSOCIATION.

IN THE EVENT THE VILLAGE SHALL PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE, REPAIR, ALTERATION, OR REPLACEMENT WORK TO OR UPON THE STORMWATER FACILITIES ON LOTS 189, 190 AND 199, AND DRAINAGE EASEMENTS AS SET FORTH IN THIS EASEMENT, OR ANY REMOVAL AS AFORESAID, THE COST OF SUCH WORK SHALL, UPON RECORDATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF DU PAGE OR COOK COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE OWNERS ASSOCIATION AND AGAINST LOTS 189, 190 AND 199, AND DRAINAGE EASEMENTS AS WELL AS EACH AND EVERY LOT WITHIN THE SUBDIVISION.

THE COST OF WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING CONSULTING AND ATTORNEY'S FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

IF IT IS DETERMINED BY THE PROPERTY OWNERS OR THE OWNERS ASSOCIATION THAT ALTERATIONS TO THE STORMWATER FACILITIES WITHIN LOTS 189, 190, 199, AND DRAINAGE EASEMENTS ARE NECESSARY TO PROPERLY MAINTAIN THE INTEGRITY OF THE STORMWATER FACILITIES, THE VILLAGE SHALL FIRST BE NOTIFIED BY THE PROPERTY OWNERS OR THE OWNERS ASSOCIATION OF SAID PROPOSED ALTERATION. NO SUCH ALTERATION SHALL TAKE PLACE WITHOUT THE PRIOR APPROVAL OF THE VILLAGE. THE VILLAGE MAY, IN ITS DISCRETION, REQUIRE THE SUBMITTAL OF PLANS AND SPECIFICATIONS FOR VILLAGE APPROVAL BEFORE SAID ALTERATION MAY TAKE PLACE.

### MONUMENT SIGN EASEMENT PROVISIONS

A PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED OVER THE AREA SHOWN ON THIS PLAT OF SUBDIVISION AS A "MONUMENT SIGN EASEMENT" FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING, REPLACING AND ENTRYWAY MONUMENT SIGNAGE AND RELATED LIGHTING AND LANDSCAPING.

### BIKE PATH EASEMENT PROVISIONS

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

### SIDEWALK EASEMENT PROVISIONS

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

PLAT OF SUBDIVISION		THE GRASSLANDS	
1	03/20/21	PER VILLAGE COMMENTS	RFD
2	10/02/21	PER VILLAGE COMMENTS	RFD
3	11/17/21	PER VILLAGE COMMENTS	RFD
4			
5			
6			
7			
8			
9			
10			
NO.	DATE	REVISION DESCRIPTION	

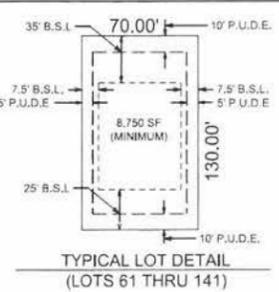
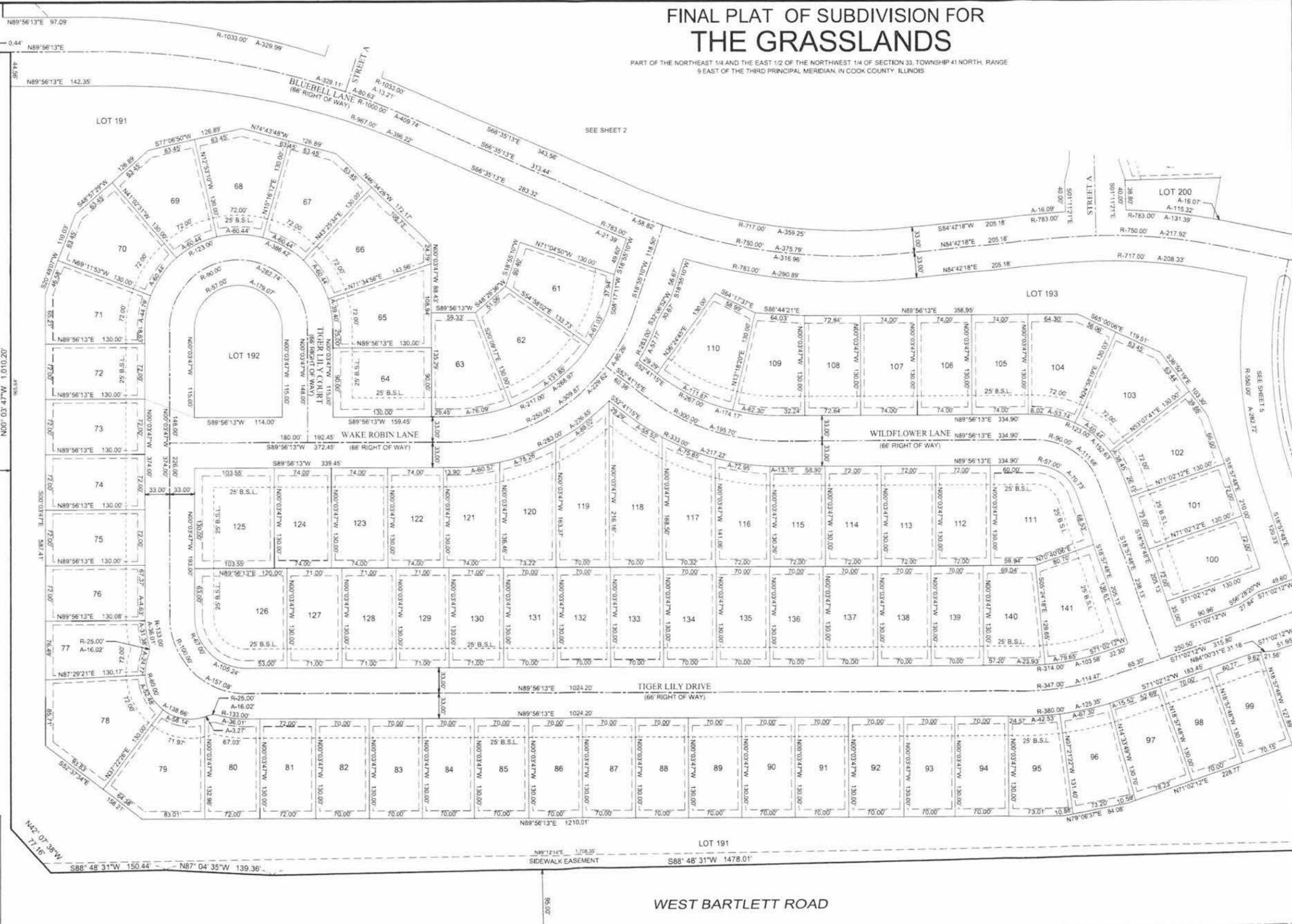
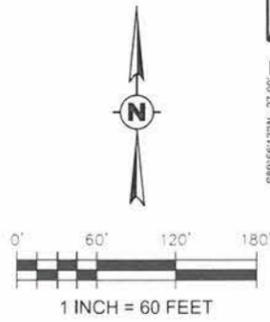
**REGIONAL LAND SERVICES**  
270 VIDA COURT  
SYCAMORE, ILLINOIS 60178  
PHONE: (618) 559-2260

PROJECT NO. 19-0123
DATE: 03/20/2021
SHEET 6 OF 6
DRAWING NO. 6

PLAT, DATE, NUMBER, USER NAME, SUBDIVISION, FILE NAME, FILE #

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



**LEGEND**

	SURVEYED PROPERTY
	PROPOSED LOT LINE
	PROPOSED CENTERLINE
	PROPOSED RIGHT OF WAY
	BUILDING SETBACK LINE (B.S.L.)
	EASEMENT LINE
	MEASURED OR CALCULATED SURVEY DATA
	RECORD OR PRIOR SURVEY DATA
	SET CONCRETE MONUMENT
	PUBLIC UTILITY AND DRAINAGE EASEMENT
	STORMWATER MANAGEMENT EASEMENT
	400.00'
	(400.00')
	P.U.D.E.
	S.W.M.E.

ALL EASEMENT ARE AS SHOWN UNLESS OTHERWISE NOTED  
 UNLESS SHOWN OTHERWISE, CORNER LOTS SHALL HAVE A 25' FRONT YARD BUILDING RESTRICTION & A 75' CORNER SIDE YARD BUILDING RESTRICTION (25' SIDEYARDS ARE ON THE STREET SIDE OF SUBJECT LOT).

PLAT DATE = 03/20/2021  
 USER NAME = SUBDIVISION  
 FILE NAME = 15-0123

PLAT OF SUBDIVISION  
 THE GRASSLANDS

NO.	DATE	REVISION DESCRIPTION
1	03/20/21	PER VILLAGE COMMENTS
2	10/02/21	PER VILLAGE COMMENTS
3	11/17/21	PER VILLAGE COMMENTS
4		
5		
6		
7		
8		

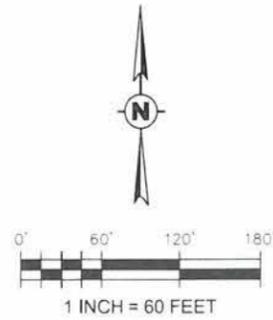
ENGINEER:  
 FEM CIVIL SOLUTIONS, LLC  
 4320 WILLOW ROAD, SUITE 200 WARRENVILLE, IL 60555  
 CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

**REGIONAL LAND SERVICES**  
 270 VIDA COURT  
 SYCAMORE, ILLINOIS 60178  
 PHONE: (618) 559-2260

PROJECT NO. 15-0123  
 DATE: 03/20/2021  
 SHEET 3 OF 6  
 DRAWING NO.

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

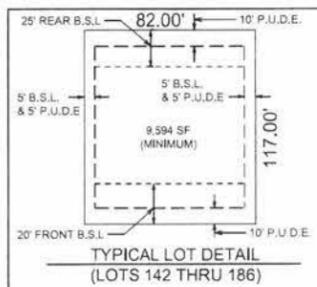


SEE SHEET 3

SEE SHEET 4

## LEGEND

	SURVEYED PROPERTY
	PROPOSED LOT LINE
	PROPOSED CENTERLINE
	PROPOSED RIGHT OF WAY
	BUILDING SETBACK LINE (B.S.L.)
	EASEMENT LINE
	MEASURED OR CALCD SURVEY DATA
	RECORD OR PRIOR SURVEY DATA
	SET CONCRETE MONUMENT
	P.U.D.E.
	S.W.M.E.



\* ALL EASEMENT ARE AS SHOWN UNLESS OTHERWISE NOTED  
 \* UNLESS SHOWN OTHERWISE, CORNER LOTS SHALL HAVE A 20' FRONT YARD BUILDING RESTRICTION & A 20' CORNER SIDE YARD BUILDING RESTRICTION (20' SIDEYARDS ARE ON THE STREET SIDE OF SUBJECT LOT)



PLAT OF SUBDIVISION  
 THE GRASSLANDS

NO.	DATE	REVISION DESCRIPTION
1	05/06/21	PER VILLAGE COMMENTS
2	10/02/21	PER VILLAGE COMMENTS
3	11/17/21	PER VILLAGE COMMENTS
4		
5		
6		
7		

ESM CIVIL SOLUTIONS, LLC  
 4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555  
 O: 630-300-0933 C: 630-824-0520  
 CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

ENGINEER:

**REGIONAL LAND SERVICES**  
 270 VIDA COURT  
 SYCAMORE, ILLINOIS 60178  
 PHONE: (618) 559-2260

PROJECT NO. 19-0123  
 DATE: 03/20/2021  
 SHEET 4 OF 6  
 DRAWING NO. 4

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)  
SS  
COUNTY OF DEKALB)

THIS IS TO CERTIFY THAT I, RUDY P. DIXON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THAT:

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY OR LESS, ALSO EXCEPTING THEREFROM RECORDERS OFFICE IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, EXCEPTING THEREFROM;

THAT PART OF SAID PREMISES CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AS RECORDED BY DOCUMENT NUMBER 414744, ALSO EXCEPTING;

THAT PART CONVEYED TO HENRY A. SCANDRETT, WALTER J. CUMMINGS AND GEORGE L. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 12905600, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311 CONTAINING 9.7153 ACRES, MORE OR LESS, AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412 CONTAINING 0.126 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414, CONTAINING 0.673 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416, CONTAINING 1.772 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM.

#### TRACT 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 82.5 FEET FOR A PLACE OF BEGINNING, THENCE WEST ALONG SAID NORTH LINE 400.0 FEET, THENCE SOUTH 3 DEGREES 31 MINUTES 48 SECONDS WEST, 182.5 FEET, THENCE SOUTH 8 DEGREES 4 MINUTES 40 SECONDS WEST, 89.5 FEET, THENCE SOUTH 10 DEGREES 39 MINUTES 27 SECONDS WEST, 86.5 FEET, THENCE SOUTH 12 DEGREES 13 MINUTES 33 SECONDS WEST, 100.0 FEET, THENCE SOUTH 17 DEGREES 41 MINUTES 57 SECONDS WEST 80.0 FEET, THENCE SOUTH 18 DEGREES 32 MINUTES 37 SECONDS WEST, 92.8 FEET, THENCE SOUTH 21 DEGREES 35 MINUTES 36 SECONDS WEST, 89.5 FEET, THENCE SOUTH 23 DEGREES 55 MINUTES 25 SECONDS WEST, 92.8 FEET, THENCE SOUTH 31 DEGREES 40 MINUTES 48 SECONDS WEST, 62.5 FEET, THENCE SOUTH 25 DEGREES 49 MINUTES 48 SECONDS WEST, 272.4 FEET, THENCE SOUTH 69 DEGREES 1 MINUTE 12 SECONDS EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59), THENCE NORTH 25 DEGREES 46 MINUTES 48 SECONDS EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE, THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.86 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM.

#### TRACT 2:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59, THENCE ALONG SAID CENTER LINE 498.9 FEET, THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF A FORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING, THENCE NORTH 26 DEGREES 19 MINUTES EAST ALONG THE AFORESAID WESTERLY LINE OF STATE ROUTE 59, 235.1 FEET, THENCE NORTH 22 DEGREES 10 MINUTES EAST ALONG SAID WESTERLY LINE, 328.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, THENCE NORTH 63 DEGREES 44 MINUTES WEST ALONG SAID PARALLEL LINE, 482.33 FEET, THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET, THENCE SOUTH 5 DEGREES 11 MINUTES EAST, 200.0 FEET, THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.466 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM.

#### TRACT 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611940, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 473.8 FEET FOR A PLACE OF BEGINNING, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET, THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT OF WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS, CONTAINING 2 ACRES, MORE OR LESS.

ALSO EXCEPTING THEREFROM:

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT 11611340, ALSO EXCEPTING: THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE SOUTH 00 DEGREES, 15 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 697.50 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992 AS DOCUMENT NUMBER 92087416 FOR THE PLACE OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES, 15 MINUTES 38 SECONDS EAST ALONG SAID EAST LINE, 1152.33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE (100 FEET WIDE) OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD PER DOCUMENT NUMBER 414744, THENCE NORTH 65 DEGREES, 05 MINUTES, 32 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 430.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 28 DEGREES, 47 MINUTES, 55 SECONDS EAST, 288.63 FEET TO A NONTANGENT CURVE; (2) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2968.51 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 01 MINUTES 17 SECONDS EAST, 207.24 FEET TO A NONTANGENT LINE; (3) NORTH 18 DEGREES, 17 MINUTES, 43 SECONDS EAST, 207.09 FEET TO A NONTANGENT CURVE; (4) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2958.65 FEET, HAVING A CHORD BEARING OF NORTH 15 DEGREES, 39 MINUTES, 47 SECONDS EAST, 346.76 FEET (347.30 FEET RECORD) TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART TAKEN FOR BARTLETT AND NAPERVILLE ROADS

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS CASE NO. 2018L050263 PER ORDER ENTERED MAY 21, 2015 AND PER FINAL JUDGMENT ORDER ENTERED DECEMBER 5, 2017 AND RECORDED DECEMBER 14, 2017 AS DOCUMENT NO. 173480696.

ALSO EXCEPTING THEREFROM THAT PART LYING NORTH OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD.

CONTAINING 191.022 ACRES MORE OR LESS.

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

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BARTLETT, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP 170310305J, COMMUNITY PANEL NUMBER 170059, EFFECTIVE DATE 08/19/2008 AND FLOOD INSURANCE RATE MAP 1703103164J, COMMUNITY PANEL NUMBER 170059, EFFECTIVE DATE 08/19/2008.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
SURVEYOR SIGNATURE  
REGIONAL LAND SERVICES, LLC  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003832  
LICENSE EXPIRES NOVEMBER 30, 2022  
PROFESSIONAL DESIGN FIRM NO. 184-007525  
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2023

R.O.W., LOT AND PARCEL AREA TABLE							
LOT	AREA (S.F.)	LOT	AREA (S.F.)	LOT	AREA (S.F.)	LOT	AREA (S.F.)
1	6,647.45	8,096.89	9,100.133	9,100.177	13,517.178	13,499.178	13,499.178
2	8,554.46	8,096.90	9,100.134	9,100.178	13,517.179	13,499.179	13,499.179
3	7,059.47	8,096.91	9,100.135	9,100.180	13,517.180	13,499.180	13,499.180
4	7,175.48	7,656.92	9,100.136	9,100.181	12,877.181	12,877.181	12,877.181
5	7,175.49	6,780.93	9,100.137	9,100.182	10,492.182	10,492.182	10,492.182
6	7,175.50	6,780.94	9,100.138	9,100.183	10,492.183	10,492.183	10,492.183
7	7,175.51	6,630.95	9,856.139	9,100.184	10,492.184	10,492.184	10,492.184
8	7,175.52	6,500.96	9,855.140	9,757.184	10,492.184	10,492.184	10,492.184
9	7,175.53	6,520.97	9,522.141	12,962.185	12,478.185	12,478.185	12,478.185
10	7,175.54	6,375.98	9,100.142	10,530.186	15,736.186	15,736.186	15,736.186
11	6,375.55	7,765.99	9,109.143	16,847.187	6,320.187	6,320.187	6,320.187
12	6,375.56	8,134.100	9,360.144	22,262.188	4,831.188	4,831.188	4,831.188
13	6,375.57	8,134.101	9,360.145	15,252.189	834,217.189	834,217.189	834,217.189
14	6,375.58	8,134.102	11,118.146	12,168.190	123,873.190	123,873.190	123,873.190
15	6,375.59	6,544.103	12,335.147	10,508.191	254,470.191	254,470.191	254,470.191
16	6,375.60	6,568.104	11,950.148	10,975.192	18,214.192	18,214.192	18,214.192
17	6,587.61	10,675.105	9,620.149	10,984.193	72,344.193	72,344.193	72,344.193
18	7,201.62	12,238.106	9,620.150	10,993.194	16,093.194	16,093.194	16,093.194
19	7,175.63	11,019.107	9,620.151	11,147.195	38,138.195	38,138.195	38,138.195
20	7,175.64	11,700.108	9,444.152	14,244.196	1,895.196	1,895.196	1,895.196
21	7,175.65	11,445.109	10,398.153	12,232.197	307,917.197	307,917.197	307,917.197
22	7,175.66	13,172.110	11,261.154	10,069.198	435,804.198	435,804.198	435,804.198
23	7,175.67	12,335.111	14,547.155	15,538.199	89,790.199	89,790.199	89,790.199
24	7,175.68	12,335.112	9,360.156	12,843.200	5,376.200	5,376.200	5,376.200
25	7,175.69	12,335.113	9,360.157	10,648.201	478,165.201	478,165.201	478,165.201
26	7,175.70	12,335.114	9,360.158	10,170.202	ROW.202	776,573.202	776,573.202
27	7,175.71	11,453.115	9,361.159	13,419.203	13,419.203	13,419.203	13,419.203
28	6,923.72	9,360.116	9,670.160	13,946.204	13,946.204	13,946.204	13,946.204
29	6,375.73	9,360.117	10,776.161	10,952.205	10,952.205	10,952.205	10,952.205
30	6,375.74	9,360.118	13,352.162	15,123.206	15,123.206	15,123.206	15,123.206
31	6,554.75	9,360.119	13,084.163	9,978.207	9,978.207	9,978.207	9,978.207
32	6,636.76	9,360.120	10,836.164	9,594.208	9,594.208	9,594.208	9,594.208
33	7,250.77	9,752.121	9,749.165	9,594.209	9,594.209	9,594.209	9,594.209
34	7,250.78	15,481.122	9,620.166	10,438.210	10,438.210	10,438.210	10,438.210
35	7,250.79	13,496.123	9,620.167	11,920.211	11,920.211	11,920.211	11,920.211
36	7,452.80	9,511.124	9,620.168	12,137.212	12,137.212	12,137.212	12,137.212
37	10,973.81	9,360.125	13,461.169	11,838.213	11,838.213	11,838.213	11,838.213
38	12,964.82	9,100.126	14,637.170	10,492.214	10,492.214	10,492.214	10,492.214
39	13,009.83	9,100.127	9,230.171	10,492.215	10,492.215	10,492.215	10,492.215
40	14,776.84	9,100.128	9,230.172	10,743.216	10,743.216	10,743.216	10,743.216
41	14,983.85	9,100.129	9,230.173	12,782.217	12,782.217	12,782.217	12,782.217
42	11,053.86	9,100.130	9,230.174	12,419.218	12,419.218	12,419.218	12,419.218
43	10,717.87	9,100.131	9,100.175	10,796.219	10,796.219	10,796.219	10,796.219
44	8,354.88	9,100.132	9,100.176	9,981.220	9,981.220	9,981.220	9,981.220
TOTAL S.F.							5,313,193
TOTAL AC.							121.974

### NOTES

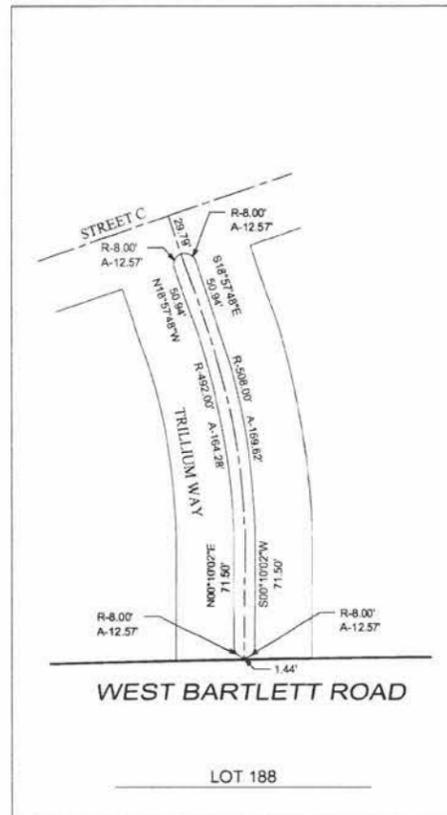
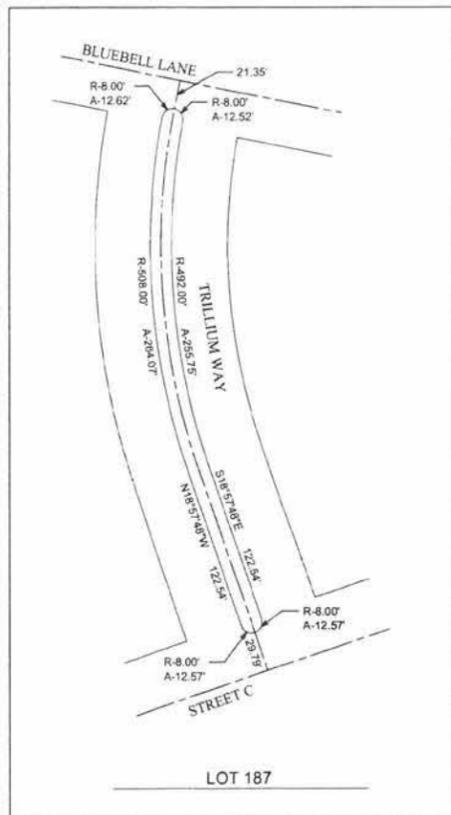
- IRON RODS SET ALL ALL LOT CORNERS UNLESS OTHERWISE NOTED.
- DISTANCES ARE SHOWN IN FEET AND DECIMALS.
- DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
- ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.
- THE BASIS FOR THIS SURVEY IS GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, BASED ON MULTIPLE AVERAGED RTK GPS OBSERVATIONS REFERENCE TO THE TRIMBLE VRS NETWORK.
- PARCELS 187-196 AND 199-200 ARE TO BE OWNED AND MAINTAINED BY THE GRASSLANDS HOMEOWNERS' ASSOCIATION.
- ALL OF PARCELS 188, 190 AND 199 ARE STORM WATER MANAGEMENT EASEMENTS.

### LEGEND

- SURVEYED PROPERTY
- PROPOSED LOT LINE
- BUILDING SETBACK LINE (B.S.L.)
- EASEMENT LINE
- MEASURED OR CALC'D SURVEY DATA
- RECORD OR PRIOR SURVEY DATA
- SET CONCRETE MONUMENT
- PUBLIC UTILITY AND DRAINAGE EASEMENT
- STORMWATER MANAGEMENT EASEMENT



KEY MAP  
LEGAL DESCRIPTION



FILED NAME & ADDRESS  
 FILED NAME & ADDRESS  
 FILED NAME & ADDRESS

PLAT OF SUBDIVISION

THE GRASSLANDS

1	05/06/21	PER VILLAGE COMMENTS	RPD
2	10/02/21	PER VILLAGE COMMENTS	RPD
3	11/17/21	PER VILLAGE COMMENTS	RPD
4			
5			
6			
7			
8			
9			
10			

ENGINEER:  
 ESM CIVIL SOLUTIONS, LLC  
 4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555  
 O 630-300-0900 C 630-624-0520  
 CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

PROJECT NO. 19-0123  
 DATE: 03/20/2021  
 SHEET 5 OF 6  
 DRAWING NO.

5

## SCHEDULE OF SPECIAL CONDITIONS, RIGHTS AND WAIVERS AND CONDITIONS PRECEDENT FOR DEVELOPMENT

### I. THE DEVELOPMENT

- A. Driveway Slopes will permit a maximum grade of 8% rather than the 5% allowed under current ordinances.
- B. Section 11-7-3:A.1, Bartlett Municipal Code titled "Minimum/Maximum Yard Grades – Foundation Elevation Differences" shall apply to the Subject Property, except the applicability of the first paragraph of Ordinance Section 11-7-3:A "Elevation Differences" shall be modified to state: "the difference in elevation between adjacent buildings tops of foundation shall be a maximum of two feet six inches (2'-6") for the Traditional Single Family Tract; two feet (2') for the Cottage Homes Tract; and three feet six inches (3'-6") for the Duplex Homes Tract."
- C. In order to restrict traffic from the portion of the Subject Property located south of the adjacent railroad right of way from proceeding north, Owners will erect and maintain traffic control signage during construction on the Subject Property requiring all construction traffic exiting onto Naperville Road from that portion of the Subject Property under construction to turn south.
- D. For all residential Tracts other than the Townhome Tract, the maximum building height for buildings within the Tract shall not exceed 32' measured from the top of building foundation.

### II. TRADITIONAL SINGLE FAMILY TRACT

- A. This sub-area is most akin to the SR-3 Suburban Residence zoning district.
- B. Uses permitted: All uses permitted in the SR-3 Suburban Residence zoning district.
- C. Special Conditions, Rights and Waivers:
  - 1. Minimum Yard Standards:
    - Front: 25
    - Corner Side: 25'

### III. COTTAGE HOMES TRACT

- A. Uses permitted: All uses permitted in the SR-4 Suburban Residence zoning district.

B. Special Conditions, Rights and Waivers:

1. Minimum Lot Size: 6,375 square feet.
2. Minimum Yard Standards:
  - Front: 20'
  - Corner Side: 20'
  - Interior Side: 5'
  - Rear (lots 1-40 and 51-60): 25'
  - Rear (lots 41-50): 30'
3. Maximum Impervious Surface: 53%

IV. DUPLEX HOMES TRACT

- A. This sub-area is most akin to the SR-3 Suburban Residence zoning district.
- B. Uses permitted: All uses permitted in the SR-3 Suburban Residence zoning district.
- C. Special Conditions, Rights and Waivers:
  1. Minimum Yard Standards:
    - Front: 20'
    - Corner Side: 20'
    - Interior Side: 5'
    - Rear: 25'
  2. Maximum Impervious Surface: 56%

V. TOWNHOME TRACT

- A. This sub-area is most akin to the SR-6 Suburban Residence - Medium Density - Multiple-Family Residence zoning district.
- B. Uses permitted: All uses permitted in the SR-6 Suburban Residence - Medium Density - Multiple-Family Residence.
- C. The mean building height for buildings within the Tract shall not exceed 50' measured from the top of building foundation.
- D. Special Conditions, Rights and Waivers:
  1. Minimum Front Yard: 15'
  2. Minimum Building Separation (Side to Side): 20'

VI. COMMERCIAL TRACT

- A. This sub-area is most akin to the B-3 Neighborhood Shopping District.
- B. Minimum parking setbacks in the front and corner side yards shall be 20 feet.
- C. Uses permitted: Uses and bulk regulations as specified in the B-3 Neighborhood Shopping District.
- D. Maximum floor area ratio of any nonresidential uses shall not exceed 0.5.
- E. Notwithstanding the provisions set forth in Section 11-4-3:C.3 of the Subdivision Ordinance, the Final PUD Plan for the Commercial Tract shall not be required to substantially comply with the Commercial Preliminary PUD Plan.

VII. CONDITIONS PRECEDENT TO DEVELOPMENT

A. CONDITIONS TO PASSAGE OF FINAL PUD APPROVAL ORDINANCE AND ISSUANCE OF EARLY EARTHWORK PERMIT, SITE DEVELOPMENT PERMIT, AND/OR BUILDING PERMITS. The Village Corporate Authorities will not pass the Final Subdivision / Final PUD Approval Ordinance, or issue an early earthworks permit or a site development permit for any Phase of the Planned Development or issue any building permits unless and until the following conditions precedent have been satisfied:

- 1. Approval by the Village of all proposed work, filling, modification and/or disturbance to any special management areas, including wetland buffer areas, and with respect to any wetland mitigation on the Subject Property. It is agreed by the Village and the Owner that such areas are under the Village's jurisdiction and that the United States Army Corps of Engineers ("USACE"), does not have jurisdiction over such areas in Phase 1.
- 2. Letter from the Executive Director or President of the Bartlett Park District evidencing the Park District's approval of the proposed land donation conveyance of the West Park Site, or its agreement with respect to such other cash in lieu of land donations, if any, and cash donations in accordance with the requirements set forth in the Bartlett Donation Ordinance as amended and codified as Title 11, Chapter 10 of the Bartlett Municipal Code.
- 3. Engineering Approval Phase 1. Approval by the Village Engineer of the final engineering plans prepared by \_\_\_\_\_ dated \_\_\_\_\_, last revised \_\_\_\_\_, for Phase 1 of the Subject Property, consisting of \_\_\_\_\_ sheets (collectively, the "Final Engineering Plans for Phase 1"), which Final Engineering Plans for Phase 1 shall meet the requirements of the Subdivision Ordinance as same may be modified by this Agreement. The Owner's engineer shall submit its opinion of probable cost for all of the Public Improvements for Phase 1 purposes

and on-site and off-site floodwater routing and detention basin and retention pond improvements; (vii) on-site and off-site roadway improvements, including curbs, gutters, and driveway approaches, street lights, sidewalks, parkway trees and parkway landscaping; (viii) other landscaping on public property or property to be conveyed to a public entity as required in the Subdivision Ordinance; and (ix) bike paths (the "Public Improvements") in strict accordance with the approved Final Engineering Plans for the applicable Phase of development of the Subject Property and in compliance with the Subdivision Ordinance by a mutually agreed upon date not greater than three (3) years from the date of the Final Subdivision / Final PUD Approval Ordinance for the applicable Phase and that the Public Improvements will be fully paid for and will be maintained for the Maintenance Period (hereinafter defined). The PICA shall provide, among other things, in the event any of the on-site or off-site Public Improvements that will serve the development on the Subject Property are damaged as a result of the on-site or off-site construction activities of the Owner or the applicable developer, their respective contractors and their sub-contractors, that such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Owner or the applicable developer without cost to the Village.

3. Public Improvement Security. The Owner or the applicable developer shall submit either (i) an irrevocable standby letter of credit, in a form as set forth in the Subdivision except for such deviations from said terms as approved by the Village Attorney and in amounts approved by the Village Engineer (the "Letter of Credit"), issued by a federally insured financial institution which meets the minimum requirement therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment bond in form as set forth in the Subdivision Ordinance, except for such deviations from said form as approved by the Village Attorney, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("FSR") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "Performance and Payment Bonds"), or (iii) a cash bond in form as set forth in the Subdivision Ordinance (the "Cash Bond"), except for such deviations from said form as approved by the Village Attorney, to ensure that the Public Improvements for the subdivision(s) approved in the applicable Phase of the Development will be completed and fully paid for, and after acceptance of the Public Improvements by the Village Corporate Authorities, will be maintained for a period of 15 to 24 months from the date of completion thereof as determined by the Village Engineer at the time of completion based on normal weather conditions at the time of year when the said Public Improvements are completed and the ability to inspect and reinspect said Public Improvements and any punch list work (the "Maintenance Period").
4. Declaration and Special Service Area Consents.
  - (a) The Owner or applicable developer shall submit for review by the Village to be recorded against the Subject Property (the "Master Declaration"), or if no Master Declaration is submitted a separate Declaration of Covenants, Conditions and Restrictions for, excluding the Commercial Tract, each

Phase and POD of the Development which the Owner or the applicable developer may elect to combine by Phase (the "Applicable Declaration of CCRs"). The Master Declaration or each Applicable Declaration of CCRs shall provide for the creation of an owner's association to maintain all common areas of the Subject Property or the applicable Phase and/or POD, including but not limited to the wetland areas and naturalized detention basins and wetland retention ponds, the stormwater retention basins, retention ponds, drainage swales and ditches, drainage pipes or conduit, fences and berms, and for the maintenance, repair or possible replacement of the storm sewer and stormwater management system to be constructed and installed on the applicable Phase and POD of the Subject Property by the Owner or the applicable developer; and disclosing the special service area obligations of each owner's association and future owners with respect thereto. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the subdivision for the applicable Phase and POD prior to closing on the sale of any residential lot or unit in any such Phase and POD.

- (b) The Owner or the applicable developer shall have timely filed all Owner's consents, and the consent of the person or persons in whose name the general real estate taxes for the last preceding year were paid on each tract lying within the proposed special service area, and documents necessary for the Village to establish a special service area for the applicable Phase and POD of the Subject Property to pay for future maintenance, repair, and/or replacement, if necessary, of all stormwater management areas, storm sewers, drain pipes or conduit, structures and appurtenances, drainage swales and ditches, storm water detention basins and retention ponds, wetland areas and natural detention basins and retention ponds (the "SSA Consents"). The SSA shall be established pursuant to Section D.4 of the Conditions Precedent.
5. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the property with the approved Final Subdivision Plat/Final PUD Plan for the applicable Phase and POD. The Owner or the applicable developer of a Phase and/or POD shall incorporate a new not-for-profit corporation or articles of organization for a new limited liability company for the applicable recorded subdivision as an owner's association(s) prior to the closing of a residential lot or unit on any portion of the Subject Property.
  6. The attached Exhibit G-2 shows the Owner's current plan for the associations within the Development.

**C. EARLY EARTHWORK AND SITE DEVELOPMENT REQUIREMENTS.** In the event the Owner or the applicable developer desires to commence any grading or earthwork on any portion of the Subject Property prior to the establishment of a special service area and the recording of a final plat of subdivision covering any particular Phase and POD, the following shall be conditions precedent for

an early earthwork permit to begin excavation and preliminary grading and filling and soil stockpiling on the applicable portions of the Subject Property only as shown on the Final Engineering Plans or a grading plan approved by the Village Engineer:

1. All of the conditions precedent set forth in Section VII, subsections A and B of this Schedule of Special Conditions shall have been satisfied but the ordinance establishing the SSA, the final plat of subdivision for the applicable Phase, and the ordinance proposing the SSA need not have yet been recorded provided each such ordinance approving the same has been adopted and further provided the Master Declaration and/or the Applicable Declaration of CCRs have/has been approved by the Village Attorney.
2. Compliance with the early earthwork procedures and early earth work check list as set forth in the Subdivision Ordinance, except as modified in this Section C.
3. The execution and submittal of a hold harmless agreement in form approved by the Village Attorney executed by the Owner or the applicable developer.
4. Submittal of all consents required by statute for the establishment of a special service area as approved by the Village Attorney.
5. Submittal of an engineer's estimate from the Owner's or the developer's engineer for the cost to perform erosion control measures, site grading, and to the cost to restore and regrade the applicable Phase of the Subject Property to its original condition, including removal of all soils and stockpiles, and replacement of soils and fill removed from the Subject Property ("Early Earthwork Security Amount").
6. Submittal of separate security in the form of a Letter of Credit, Performance and Payment Bond or Cash Bond, in the amount of 110% of the Early Earthwork Security Amount, which may be drawn upon in the event (i) the Final Plat of Subdivision is not recorded within six (6) months of the issuance of an early earthwork permit; (ii) the ordinance establishing the SSA for the applicable Phase/POD is not recorded within six (6) months of the issuance of an early earthwork permit; and (iii) the Master Declaration and/or the Applicable Declaration of CCRs is not recorded within six (6) months of the issuance of the an early earthwork permit; and/or (iv) the Public Improvements security for the remaining Public Improvements in the applicable Phase/POD is not furnished to the Village within one (1) year from the date of the issuance of the applicable early earth works permit, and/or (y) the Public Improvements for the applicable Phase/POD are not completed and evidence they have been fully paid for has not been submitted to the Village within three (3) years of the date of the issuance of an applicable early earth works permit. The Owner or the applicable developer may submit the Public Improvement Security required under section VII B.3 in lieu of the separate security provided in this paragraph 6 provided it includes the cost to restore the site in the event the Applicable Declaration of CCRs is not recorded within six (6) months of the issuance of the early earthworks permit.

7. Erosion control measures shall be installed on the entire Phase or affected portion thereof, including around all wetland areas and wetland buffers in each POD within a Phase being constructed before any grading work commences on any Phase or POD with respect to the issuance of any such early earthworks permit.
8. All excavation and grading contractors and subcontractors and other contractors and subcontractors that perform any early earthwork, shall have in place prior to commencing any excavation or grading work comprehensive general liability ("CGL") of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate CGL coverage, worker's compensation, and employer's liability insurance, and each shall be licensed by the Village and bonded as required in the Building Code.
9. No work or activities of any kind shall take place in any wetland area until all governmental approvals required by law for such work have been procured and separate security as may be required by the DuPage County Countywide Stormwater and Flood Plain Ordinance, as amended (the "DuPage County Stormwater Ordinance") which has been adopted by the Village as part of the Bartlett Municipal Code for the entire Village including the Subject Property, notwithstanding the fact that it is located in Cook County.
10. Such early earthwork shall be performed at Owner's and the Developer's sole risk and without injury or work on any property surrounding the Subject Property, except as permitted under a written grant of easement, easement agreement or license agreement with such surrounding owner.
11. The Owner or the applicable developer shall apply for an Erosion Control Permit and adhere to measures for the prevention of soil erosion during the development for the Subject Property pursuant to the Village's erosion control requirements set forth in the Subdivision Ordinance, or the "Illinois Urban Manual" (Latest Edition, as amended), and the recommended procedures of the Kane-DuPage Soil and Water Conservation District and any other applicable regulatory agency with jurisdiction thereof, whichever is more restrictive in effect at the time of construction. The owner or the applicable developer shall submit to the Village an erosion control plan with the Final Engineering Plans for the applicable Phase/POD that show the proposed sequence of any site grading, excavation and land balancing work to be performed where dirt, fill or spoils will be piled or stored, and shall be subject to review and approval of the Village Engineer. All erosion control work and methods shall be specifically stated in the engineering plans and be specifically set forth in the performance bond(s) submitted by the Owner or the applicable developer, and in the event the Owner or the applicable developer requests an early earth work permit, the cost to remove all spoils piled and/or stored and to restore the site to its original condition shall be included in a separate performance bond posted with the Village in accordance with the procedure set forth in the Subdivision Ordinance as if the Subdivision Ordinance were to apply to the Owner or the applicable developer's development of the Subject Property.

**D. ADDITIONAL CONDITIONS FOR BUILDING PERMIT – SPECIAL SERVICE AREA.** After the recording of the Final Plat of Subdivision for a particular Phase and POD, it shall be a condition precedent to the issuance of any building permits and to closing on the sale of any residential lot in said subdivision to any buyer who will occupy any residence or unit in any building to be built upon the Subject Property, and to the application for the issuance of any occupancy permit for any residence or unit in any building constructed on the Subject Property, that the conditions precedent thereto set forth in Sections VII. A, B and C above have been satisfied, even if the Owner or applicable developer does or do not apply for early earthwork and/or a site development permit and the following condition precedents thereto shall have taken place.

1. Compliance with the applicable provisions of chapter 2 of the Building Code (Title 9, Chapter 2, Sections 9-2-1 through 9-2-15 of the Bartlett Municipal Code), and the Supplemental Grading Requirements set forth on Exhibit G-1 attached.
2. The Corporate Authorities shall have adopted an ordinance proposing the establishment of a special service area for the subdivision that encompasses the applicable Phase and POD, that provides for the levy of taxes to maintain and the issuance of bonds in an amount determined by the Village Engineer using usual and customary methodology to establish said amount for the purpose of paying the cost of providing special services in and for the applicable subdivision (the “Ordinance Proposing the SSA”), and the Ordinance Proposing the SSA shall have been recorded. It is contemplated that there will be two special service areas for the Subject Property (i) Grasslands Special Service Area Number One encompassing the Traditional Single Family Tract ( Phase 1, POD 1), the Cottage Homes Tract (Phase 1, POD 2), the Duplex Homes Tract (Phase 1, POD 3), and the NE Vacant Tract (Phase 1, POD 4); and (ii) Grasslands Special Service Area Number Two encompassing the Townhome Tract (Phase 2, POD 1) and the Wetland Tract (Phase 2, POD 2). No special service area shall be required for the Commercial Tract. Village agrees, provided the Owner or the applicable developer has satisfied all preconditions, to act promptly to adopt any such ordinance.
3. The Corporate Authorities shall have held a public hearing to consider establishment of a special service area for the applicable Phase/POD not less than 60 days after the adoption of the Ordinance Proposing the SSA, pursuant to statutory notice mailed to or waived by the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the proposed special service area for the applicable Phase/POD of the development, and notice of said public hearing shall have been published not less than 15 days before the public hearing on the proposed SSA. Village agrees, provided the Owner or the applicable developer has satisfied all preconditions, to promptly hold the referenced public hearing.

4. The Corporate Authorities shall have adopted an ordinance establishing a special service area for the subdivision for the applicable Phase/POD which provides (1) authority for the levy of an annual maintenance tax in an amount to be calculated by the Village Engineer (using a reasonable determination of costs based on the scope of work and current costs obtained from industry sources) after receipt of final engineering for ordinary maintenance and care including erosion control of the detention and retention ponds and basins; drainage swales and ditches and ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, appurtenant structures and ordinary care and maintenance of wetlands and naturalized areas (“Ordinary Services”) plus inflation, in the event the homeowners association(s) for the applicable Phase and POD fail to provide the Ordinary Services; and (2) for the issuance of bonds in an amount to be calculated by the Village Engineer (using a reasonable determination of costs based on the scope of work and current costs obtained from industry sources) after receipt of final engineering after adjustment for increases in construction costs levied against the applicable subdivision (the “SSA Bonds”) for the purpose of paying the cost of cleaning and dredging the stormwater detention and retention ponds and basins, drainage swales and ditches, and replacing storm sewers, drain tiles, drain pipes and conduit, and appurtenant structures and restoring wetlands area and naturalized detention basin areas which will serve the applicable subdivision (“Extraordinary Services”), and which SSA Bonds will only be issued in the event the Extraordinary Services are not performed by the Owner, the applicable developer, the homeowners association for each subdivision in question, or the current or future owners of the said subdivision(s) (the “Ordinance Establishing the SSA”), and the Ordinance Establishing the SSA has been recorded.
5. Notwithstanding the foregoing, however, Owner or the applicable developer may submit for and obtain a Site Development Permit for the applicable subdivision prior to the adoption of an ordinance establishing a special service area provided the SSA Consents have been signed, the Ordinance Proposing the SSA for that Phase/POD has been adopted, and the remaining checklist items in Section 11-12-5, Appendix E-3 of the Subdivision Ordinance have been submitted and completed.

## SUPPLEMENTAL GRADING REQUIREMENTS

Additional Lot Engineering, Grading and Drainage Plan Requirements for each Lot in the Traditional Single Family Tract, the Cottage Homes Tract, and the Duplex Homes Tract.

The plans submitted for each Lot shall comply with the requirements of the Bartlett Municipal Code, except as modified by the Planned Development Agreement, and shall comply with the approved Final Plat of Subdivision, Final PUD Plan, and the Final Engineering Plans approved by the Village Engineer, but shall include the following additional information:

1. Contours: Existing contours on one foot (1') intervals. Existing contours will be shown in dashed lines and proposed contours show in solid lines.
2. Elevations: All elevations will be on the USGS Datum and benchmarks used will be indicated. The plan will include the following:
  - (a) Spot elevation of all existing and proposed critical locations.
  - (b) Spot elevation at corners and at twenty-five foot (25') intervals along the property lines or along the perimeter of the area to be regraded or relandscaped.
  - (c) Proposed top of building foundation.
  - (d) Elevations of all grade level entries.
  - (e) Elevations of proposed finished ground grade at all significant points around the proposed building.
  - (f) Elevations and locations where drainage courses, ditches, swales or overland drainage flows cross the property lines.
  - (g) As-built grading for all improved adjacent lots must be shown.
  - (h) All in place erosion control measures on adjoining lots under construction must be shown.
3. Proposed Driveways and Sidewalks:
  - (a) Locations.
  - (b) Shapes and spatial arrangement of driveways and sidewalks.
  - (c) Gradients.
4. Setbacks, Yard Requirements, Easements: The plan will adhere to the requirements of the Bartlett Municipal Code, except as expressly modified by the Planned Development Agreement.
5. Sanitary Sewers, Storm Sewers & Water Mains:
  - (a) Location of existing and proposed connections:
    - (1) Size.
  - (b) Water shutoff boxes.
  - (c) Location and disposition of sump pump.

HOA/SSA MAINTENANCE PLAN

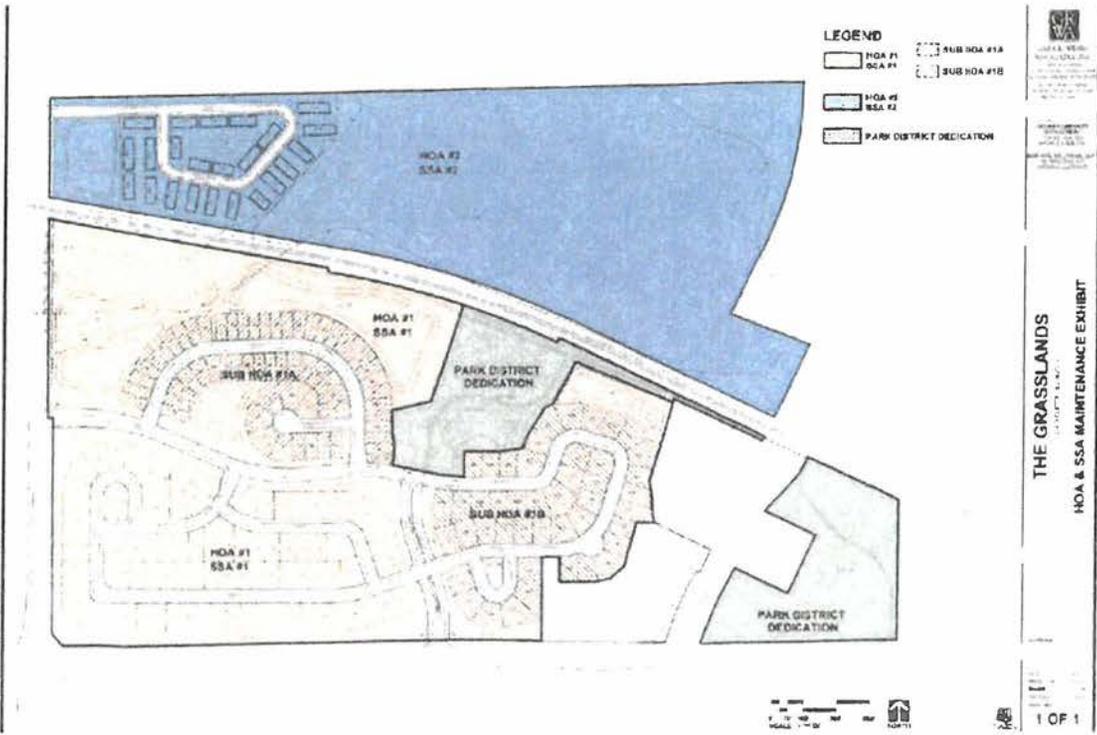


EXHIBIT H  
HOME STYLES

## Estates Series Line-up

	Square Footage	Bedrooms	Garage	Elevations
Greenfield	2,621 – 3,235	4 – 5	2 – 3	4
Hilltop	2,899 – 3,299	4 – 5	2 – 3	4
Riverton	3,126 – 3,437	4	2 – 3	6
Westchester	3,300 – 3,507	4 – 6	2 – 3	4

## Westchester - Estates



Confidential and Proprietary

# Riverton - Estates



Confidential and Proprietary

## Riverton - Estates



# Hilltop - Estates



Confidential and Proprietary

# Greenfield - Estates



Confidential and Proprietary

## The Landings Series Line-up

	Square Footage	Bedrooms	Garage	Elevations
Abbeyville	1,683 – 2,445	2 – 4	2	8
Ascend	1,936 – 2,682	2 – 4	2	8
Martin Ray	1,963 – 2,992	2 – 4	2	7

## Abbeywood – The Landings



Confidential and Proprietary

## Abbeyville – The Landings



Confidential and Proprietary

# Ascend – The Landings



# Ascend – The Landings



Confidential and Proprietary

# Martin Ray – The Landings



CR2G



CR2G with Stone



NC2G



NC2G with Stone

# Martin Ray – The Landings



PR2M



PR2M with Stone



HR1A



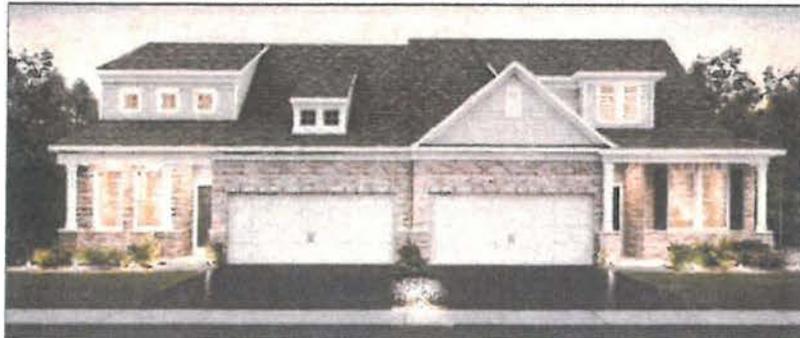
HR2N

## Duplex Series Line-up

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	<b>Square Footage</b>	<b>Bedrooms</b>	<b>Garage</b>	<b>Elevations</b>
Provence	1,577 – 2,781	2 – 4	2	4

## Provence – Duplex (Bottom is with loft Option)



Confidential and Proprietary



## AGENDA ITEM EXECUTIVE SUMMARY

Item Name	Amending Municipal Code Title 10-4A-2:C.2.o Chickens (Poultry)	Committee or Board	Board
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### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

Staff is proposing to amend section 10-4A-2:C.2.o Chickens (Poultry) of the Zoning Code to repeal the sunset clause.

Currently, 13 residents have active chicken licenses. Since the adoption of the chicken license regulations in 2017, staff has not received any complaints.

The **Committee of the Whole** reviewed the draft ordinance at their meeting on **April 5, 2022** and forwarded this item onto the **Village Board** for a final vote.

### ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance

### ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to approve *Ordinance #2022-\_\_\_\_\_ An Ordinance Amending The Bartlett Zoning Ordinance Chapter 4A: Residential Districts: 10-4A-2:C.2.o Chickens (Poultry).*
- Motion

Staff: Roberta Grill, Planning & Development Services Director

Date: 04.06.22

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**

**22-33**

DATE: April 6, 2022  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, PDS Director   
RE: Amending Municipal Code Title 10-4A-2:C.2.o Chickens (Poultry)

---

**BACKGROUND**

Ordinance #2017-24 amended the Zoning Ordinance to include the section 10-4A-2:C.2 Chickens (Poultry), which allowed for the raising/keeping of chickens on residentially zoned lots. This ordinance included a sunset clause to repeal section 10-4A-2:C.2 on March 21, 2019 unless the Village Board chose to extend the provisions of the section.

In 2018, the Village Board passed Ordinance #2018-58 which reduced the lot size requirement to keep or raise chickens from 8,000 square feet to 6,000 square feet, removed the requirement for proof of registration with the Illinois Department of Agriculture and extended the sunset clause to end on March 21, 2022.

Currently, 13 residents have active chicken licenses and staff has not received any complaints regarding these licenses.

**RECOMMENDATION**

The Committee of the Whole reviewed the draft ordinance at their meeting on April 5, 2022 and forwarded this item onto the Village Board for a final vote.

An ordinance repealing the sunset clause is attached for your review.

***Move to approve Ordinance #2022-\_\_\_\_\_ An Ordinance Amending The Bartlett Zoning Ordinance Chapter 4A: Residential Districts: 10-4A-2:C.2.o Chickens (Poultry).***

dk/attachments

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ORDINANCE 2022 - \_\_\_\_\_

**AN ORDINANCE AMENDING THE BARTLETT ZONING ORDINANCE  
CHAPTER 4A: RESIDENTIAL DISTRICTS: 10-4A-2:C.2.o CHICKENS (POULTRY)**

---

**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 Section 4A-2:C.2.o Chickens (Poultry) of Title 10 of the Bartlett Municipal Code, as amended, known as the Bartlett Zoning Ordinance, is hereby repealed in its entirety as follows:

- o. The provisions of the subsection C2 shall sunset and be automatically repealed on March 21, 2022, unless on or before said date, the Corporate Authorities pass an ordinance extending the provisions of this section and repeal the sunset clause.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022- enacted on April 19, 2022 and approved on April 19, 2022, as the same appears from the official records of the Village of Bartlett.

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



**Village of Bartlett**  
**Finance Department Memo**  
**2022 - 05**

**DATE:** April 11, 2022  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** Reservation of 2022 IRB Volume Cap

Attached is an ordinance reserving the village's 2022 Industrial Revenue Bond (IRB) volume cap. The village has the ability to pledge its tax exempt authority so a business may issue debt/bonds to finance projects on a tax exempt basis. IRB's are structured so that the village has no liability for re-payment of the bonds. Volume cap must be allocated by April 30<sup>th</sup> or it reverts to the state and there is no possibility of the village transferring or for granting its allocation to a local project.

The last time the village used its volume cap was in 2017 when the village transferred all of its volume cap to the Illinois Finance Authority (IFA) in support of Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project) and an Industrial Revenue Bond issuance to finance the construction and equipping of a new manufacturing facility in the Brewster Creek Business Park.

While there is no guarantee that the cap will be used, the attached ordinance will allow us to reserve our allocation for the remainder of the year.

**MOTION:** I move to approve Ordinance 2022-\_\_\_\_\_, an ordinance reserving 2022 Volume Cap for private activity bond issues and related matters.

## ORDINANCE 2022-

### AN ORDINANCE RESERVING 2022 VOLUME CAP FOR PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS

**WHEREAS**, the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Municipality*"), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

**WHEREAS**, according to an official Bureau of the Census population estimate set forth in the State of Illinois Allocation of Bonding Authority in Accordance with the Tax Reform Act of 1986 and the Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345 of the Office of the Governor, effective January 1, 2022 (the "*Guidelines and Procedures*"), the most recent census estimate of resident population of the Municipality is 40,647, providing the Municipality with a volume cap of \$4,434,320 for the year 2022; and

**WHEREAS**, Section 146 of the Internal Revenue Code of 1986, as amended (the "*Code*"), provides that such volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

**WHEREAS**, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes 2004, 345/1 et seq.*, (the "*Act*"), as supplemented and amended, and the Guidelines and Procedures, provide that a home rule unit of government may reserve its allocation of volume cap or may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

**WHEREAS**, it is now deemed necessary and desirable by the Municipality to reserve its entire volume cap allocation for calendar year 2022 to be applied toward the issuance of private activity bonds, or to transfer such volume cap allocation, as permitted by this Ordinance;

**NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED**, the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

**SECTION ONE:** That, pursuant to the power and authority granted by and under Section 6 of Article VII of the 1970 Constitution of the State of Illinois, Section 146 of the Code, the Act and the Guidelines and Procedures, the Municipality hereby reserves volume cap in the principal amount of \$4,434,320, which is all of the volume cap of the Municipality for the year 2022. Such volume cap shall be applied toward the issuance of private activity bonds or shall be transferred as directed by the President or any other proper officer or employee of the Municipality without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of such bonds; provided, that any transfer

of volume cap shall be evidenced by a written instrument executed by the President or any other proper officer or employee of the Municipality.

**SECTION 2.** That the President, the Village Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

**SECTION 3.** That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

**SECTION 4.** That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** April 19, 2022

**APPROVED:** April 19, 2022

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Kevin Wallace, Village President  
Village of Bartlett, Cook, DuPage and Kane  
Counties, Illinois

Recorded in the Municipality Records on April 19, 2022  
Published in pamphlet form on April 19, 2022

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Lorna Giless, Village Clerk  
Village of Bartlett, Cook, DuPage and Kane Counties, Illinois

## CERTIFICATION

I, Lorna Giless, 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 2022- , enacted on April 19, 2022 and approved on April 19, 2022 as the same appears from the official records of the Village of Bartlett.

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Lorna Giless, Village Clerk



**RESOLUTION 2022 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE GENERAL RELEASE  
AND SETTLEMENT AGREEMENT BETWEEN THE  
VILLAGE OF BARTLETT AND GZIM SELMANI**

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

**SECTION ONE:** The General Release and Settlement Agreement dated as April 19, 2022 between the Village of Bartlett and Gzim Selmani (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village Administrator is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 19, 2022

APPROVED: April 19, 2022

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - \_\_\_\_\_ enacted on April 19, 2022, and approved on April 19, 2022, as the same appears from the official records of the Village of Bartlett.

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

## GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (hereinafter referred to as the "Agreement") is hereby entered into by GZIM SELMANI (hereinafter referred to individually as "SELMANI"), for himself, his heirs, executors, administrators, personal representatives, agents, and legal representatives, affiliates, successors and assigns, (hereinafter referred to collectively as "Plaintiff"), and the VILLAGE OF BARTLETT (hereinafter referred to individually as "VILLAGE"), and its departments, agencies, predecessors, affiliates, divisions, officers, directors, agents, employees, trustees, representatives, officials, elected officials, appointed officials, board members, clerks, attorneys, families, heirs, executors, administrators, personal representatives, successors or assigns and insurers and self-insured trusts, including but not limited to INTERGOVERNMENTAL RISK MANAGEMENT AGENCY, in any and all capacities (the foregoing persons and entities hereinafter are collectively referred to as "Defendants"). Plaintiff and Defendants are also hereinafter collectively referred to as "the Parties."

### RECITALS:

A. SELMANI and the VILLAGE are and/or were parties to a certain action before the United States District Court, Northern District of Illinois, Eastern Division, captioned as Gzim Selmani v. Village of Bartlett, et al. case no. 1:20-cv-2097 (hereinafter referred to as "the Lawsuit"); and

B. SELMANI asserted in the Lawsuit that the VILLAGE denied him due process under the law, failed to grant his application for benefits under the Public Employees Disability Act ("PEDA"), that he was entitled to declaratory judgment and or a writ of certiorari based on the denial of his application for PEDA benefits, and that he and/or his attorney were entitled to relief under the Attorney Fees in Wage Actions Act, in violation of both federal and state law;

C. In the aforesaid Lawsuit SELMANI also made specific allegations against VILLAGE officials KEVIN WALLACE and PATRICK ULLRICH, relative to his claims. With regard to the claims asserted by SELMANI against WALLACE and ULLRICH, it is agreed and understood that SELMANI agrees to voluntarily dismiss with prejudice any and all claims and causes of action against WALLACE and ULLRICH without costs or fees assessed against either Party pursuant to SELMANI's settlement with the VILLAGE;

D. Defendants have denied and disputed, and continue to deny and dispute, the allegations of the Lawsuit, and specifically deny that Plaintiff was denied due process under the law by the VILLAGE and/or its officials, that the VILLAGE denied Plaintiff any benefits to which he alleges he was entitled under PEDA or any other statute or law, or that the VILLAGE and/or its officials engaged in any improper conduct whatsoever at any time; and

E. The Parties, voluntarily and with full knowledge of their rights and the provisions herein, having the benefit of the advice of counsel, now desire to settle, compromise, and resolve the Lawsuit and any and all other pending proceedings between the Plaintiff and the Defendants with the specific exception of Plaintiff's pending application for health care benefits and/or relief under the Public Safety Employee Benefits Act ("PSEBA"), which is specifically excluded from

this Agreement and Release. Nothing contained in this Agreement or Release shall be construed to release any rights of Plaintiff and/or the Village in any future proceedings pertaining to PSEBA or Plaintiff's duty disability.

## **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing, and of the promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **SECTION 1: RECITALS**

The recitals, prefatory phrases and paragraphs A through E set forth above are incorporated in full into this Agreement.

### **SECTION 2: THE SETTLEMENT PAYMENT**

A. Defendant VILLAGE agrees to pay Plaintiff the total sum of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (the "Settlement Payment"). The Settlement Payment shall be made by issuing a total of two checks payable as set forth in Paragraph 2(B) below, and shall be payable within a reasonable period of time after delivery of the Required Settlement Documents identified in Section 4.

B. If SELMANI signs and does not revoke this Agreement, after SELMANI provides all documentation required under Section 4 of this Agreement, and upon approval of this General Release and Settlement Agreement required by Section 8 of this Agreement, the VILLAGE will provide the Settlement Payment within thirty (30) days thereafter. The Settlement Payment shall be made payable and distributed as follows:

- (1) The Intergovernmental Risk Management Association, on behalf of the VILLAGE, shall issue checks payable as follows:
  - a. One check in the total amount of One Hundred and Twenty Thousand Dollars (\$120,000.00) payable to GZIM SELMANI. This amount is payable for compensatory damages for PTSD and emotional distress attributable to and on account of observable physical injuries and/or sickness incurred by SELMANI as set forth in the Lawsuit, and
  - b. One check in the total amount of Eighty Thousand Dollars (\$80,000.00) payable to Law Offices of Thomas Radja (Tax ID 20-0160721), to be reported on a 1099. This amount is payable for any and all attorneys' fees, expenses, and costs, incurred by Plaintiff in the Lawsuit;
- (2) SELMANI hereby acknowledges there is no lost wages claim, as Plaintiff was deemed permanently disabled and unable to perform the essential functions of his

patrol officer position, and that no settlement funds allocated herein are payable for any lost wages.

C. The failure to deliver payment of the amounts specified in Section 2(B)(1), will be deemed a material breach of the Agreement and all releases and waivers provided in this Agreement shall immediately become null and void; Plaintiff shall have no obligation to dismiss the action, shall be entitled to immediately notify the District Court that the case has not settled and that all aspects of the litigation should proceed and shall be further entitled to continue to prosecute all aspects of this action in both venues and to seek all damages, fees, costs, expenses and remedies to which he is entitled in this matter.

### **SECTION 3: RELEASE OF CLAIMS**

A. Except as provided in Section 2(C) or in Recital (E) above, the Parties hereby forever and fully promise, release, acquit, and discharge each other of and from any and all liability of any kind and of any nature, including but not limited to any and all claims, actions, causes of action, suits, or other complaints that were made or could have been made for relief of any nature whatsoever, whether known or unknown, foreseen or unforeseen, resulting or to result, whether in law or in equity, or before administrative agencies or departments or arbitrators, that the Parties ever had, now have or hereafter can, shall or may have, by reason of or arising out of any matter, cause or event occurring on or prior to the date hereof, including, but not limited to all claims of any nature and of any kind for injuries, losses, damages or for any other basis or relief whatsoever which each of them now has or may ever have, whether in tort or contract, whether based on debts, sums of money, or accounts owed, whether for bodily, personal or emotional injuries of any kind and of any nature, whether for punitive, liquidated or exemplary damages of any kind and of any nature, whether for attorney's fees, costs and/or expenses, whether for discrimination, harassment or retaliation on any basis, or complaints regarding the same, whether for past, present or future unpaid wages and benefits, denial of benefits, intervention into and/or interference with applications for pension benefits, prejudgment and post judgment interest, whether for any claims for compensatory damages owed for emotional distress or emotional or psychological damages of any kind and of any nature resulting from events occurring up to the date of this Agreement including but not limited to pain and suffering, damage to reputation, embarrassment, humiliation, stress, physical manifestations of emotional suffering, loss of employment opportunities; whether for breach of contract, fraud, misrepresentation, conspiracy, breach of fiduciary duty, interference with contract or prospective business relations, promissory estoppel, negligent or intentional infliction of emotional distress, libel, slander, and whether for any tort and including but not limited to any claim of any kind and of any nature arising out of or by relation to Plaintiff's employment with the VILLAGE and/or arising out of any other alleged act or acts through the date of execution of this agreement, whether any such claims arise at the common law or under any federal, state, or local statute, regulation or ordinance, without limitation, and including, but not limited to, any claims that were made a part of or could have been made in the Lawsuit, and any other complaint or claims that were made or could be made in any Federal, State or local court or agency prior to the signing of this agreement. No reference herein to the aforesaid causes of action or any other specific claim or statute is intended to limit the scope of this General Release and Settlement Agreement, aside from as specifically set forth in the Recitals hereof at paragraph E.

B. It is expressly understood and agreed by the Parties that this is a full and final general release of all matters whatsoever and that this Agreement is intended to and does embrace not only all known and anticipated damages, injuries, and judgments, but also unknown and unanticipated damages, injury or complications that may later develop or be discovered, including all effects and consequences thereof arising from the claims made or which could have been made if based on acts or omissions occurring prior to the date the Parties sign this agreement. This Agreement does not apply to any liability for claims that could arise from any future conduct or event. The Parties declare, represent and understand that the alleged damages and/or other injuries claimed as sustained may be permanent, and that in executing this Agreement, it is understood and agreed that the Parties have not relied upon the representations of any party hereby released or by that party's representatives concerning the nature, extent, effect and/or duration of their respective alleged damages or other alleged injuries.

C. Plaintiff represents that, with the exception of the Lawsuit as identified above, as well as the prior proceedings before the Village of Bartlett Police Pension Board, and labor arbitration filed on his behalf before his union relative to the issue of secondary employment, (the latter two of which were resolved prior to this Agreement), he has not filed any complaints, claims, or actions against the Defendants with any state, federal, or local agency, court or arbitrator for any act or omission occurring and/or arising up and until the date of this Agreement, and that he will not do so at any time hereafter with regard to any act or omission occurring before the date of this agreement as set forth in Paragraphs A & B above. Plaintiff further agrees that, if any agency, court or arbitrator assumes jurisdiction over any complaint, claim, or action against Defendants which is prohibited by this General Release and Settlement Agreement, Plaintiff will direct that agency or court to withdraw or dismiss with prejudice the matter consistent with this Agreement. Plaintiff acknowledges and agrees that he shall be liable for all attorneys' fees incurred by the Defendants in successfully defending such an action brought in violation of this Section 3, Paragraph C.

D. Notwithstanding the foregoing language and any other language to the contrary in this Agreement, the Parties acknowledge that the Parties are not waiving or releasing any claims or rights that cannot be waived and released as a matter of law or for any actions or inactions occurring after the date of this Agreement, including but not limited to the right to file a complaint at law, the right to file a charge with an administrative agency or participate in an administrative agency investigation, and any claims for monies, damages, obligations and/or benefits of any kind by virtue of SELMANI's employment by the VILLAGE and/or any other basis. The VILLAGE acknowledges and agrees that this Agreement is not a waiver of and does not affect SELMANI's right to pursue his pending claim with the Village for benefits and/or relief under the Public Safety Employee Benefits Act ("PSEBA"), and/or to file an appeal in Court should his pending application for benefits be denied.

E. Notwithstanding the foregoing language and any other language to the contrary in this Agreement, the parties acknowledge that nothing stated herein is intended or shall be construed or interpreted to waive or release and/or impact SELMANI's line of duty disability pension benefits previously determined by the Village of Bartlett Police Pension Fund Board of Trustees.

#### **SECTION 4: REQUIRED SETTLEMENT DOCUMENTS**

1. Plaintiff agrees to arrange for execution, filing, entry and delivery to Defendants' counsel the following executed settlement documents: a) General Release and Settlement Agreement; b) any orders, stipulations and/or withdrawals necessary to dismiss with prejudice the Lawsuit known as Gzim Selmani v. Village of Bartlett, et al., case no. 1:20-cv-2097, pending before the United States District Court, Northern District of Illinois, Eastern Division; c) Releases of Attorney's Liens from each of the law firms/lawyers representing Plaintiff in the Lawsuit including but not limited to Thomas S. Radja, Jr. of Collins Radja & Hartwell and any other holders of known Attorney's Liens; (d) executed W-9 form for Plaintiff's counsel's law firm; and (e) an executed Affidavit re Medicare Benefits. Plaintiff agrees that until these documents are delivered to Defendants' counsel, no payment obligation as set forth in Section 2 shall become effective. Plaintiff further agrees that, upon receipt of the Settlement Payments but no later than seven (7) business days thereafter, Plaintiff shall file the aforesaid stipulation to dismiss any and all remaining claims and the Lawsuit against the VILLAGE, with prejudice.

2. Plaintiff agrees that, immediately upon receipt of the settlement payment from the VILLAGE, but ahead of filing of any stipulation to dismiss with prejudice the Lawsuit known as Gzim Selmani v. Village of Bartlett, et al., case no. 1:20-cv-2097, pending before the United States District Court, Northern District of Illinois, Eastern Division, Plaintiff agrees to file with the Court a Stipulation for Voluntary Dismissal of Defendants WALLACE and ULLRICH, with prejudice without fees or costs being assessed to either Party, in a format agreed upon by the Parties to ensure that WALLACE and ULLRICH are dismissed as Defendants from the above lawsuit separate and apart from the dismissal with prejudice of this lawsuit by Plaintiff pursuant to his settlement with the VILLAGE.

3. Plaintiff further agrees that the failure to deliver the required settlement documents specified in Section 4 will be deemed a material breach of the Agreement and all releases and waivers provided in this Agreement shall immediately become null and void; the VILLAGE shall have no obligation to make payment as set forth herein, shall be entitled to immediately notify the District Court that the case has not settled and that all aspects of the litigation should proceed and shall be further entitled to continue to defend all aspects of this action in any and all venues and to assert all defenses and claims to which they would be otherwise entitled in this matter.

#### **SECTION 5: NO ADMISSION OF LIABILITY**

Plaintiff understands and agrees that this Agreement is in the nature of a settlement and compromise of disputed claims, and that the VILLAGE intends to settle all pending claims and controversies for the benefit of the VILLAGE and any named Defendants solely to avoid further litigation. This Agreement is not to be construed as an admission of liability by Defendants, including but not limited to the VILLAGE and any other named Defendant. The Defendants, VILLAGE and any other named Defendant expressly deny liability.

#### **SECTION 6: TAX LIABILITY**

SELMANI agrees and understands that any tax consequences and/or liabilities arising from

the payment of this Settlement Amount shall be the sole responsibility of Plaintiff and that the VILLAGE, its insurers, the Defendants, and/or its attorneys shall not be responsible for any such consequences or liabilities. SELMANI hereby acknowledges that he has demanded and the Defendants have agreed that they will not issue a 1099 for this settlement payment because of SELMANI's agreement to defend, indemnify and hold the Defendants harmless for any and all tax consequences and liabilities for the settlement payment. SELMANI specifically agrees that, should any tax consequences and/or liabilities arise from the payment of the settlement amount as set forth above and be assessed against the VILLAGE, its insurers, the Defendants and/or attorneys, that SELMANI agrees to indemnify each and all of them for any such consequences or liabilities. Further, SELMANI acknowledges that he shall be responsible for any and all defense or other costs incurred by the Parties in disputing any such determination.

#### **SECTION 7: LIENS OR OTHER RIGHTS OF RECOVERY**

As part of this settlement, Plaintiff agrees to indemnify, defend, and hold harmless Defendants against and from any claims, actions, judgments, or settlements asserted by Medicare, the Centers for Medicare and Medicaid Services, and/or any other entity on acting on their behalf as well as from any and all other lien, subrogation, or third party rights of recovery claims of any kind by any person or entity against the settlement proceeds, arising from payments made related to the claims that are the subject of this Agreement.

#### **SECTION 8: BOARD APPROVAL OF SETTLEMENT**

The undersigned Parties acknowledge and understand that this General Release and Settlement Agreement is subject to approval by the Village of Bartlett Board of Trustees.

#### **SECTION 9: AGREEMENT CANNOT BE USED IN PSEBA OR PENSION MATTERS**

The Parties agree that this Agreement may not be used as evidence in any subsequent proceeding involving Plaintiff's pending claim for PSEBA benefits, or with regard to the award of line of duty disability pension benefits from the Bartlett Police Pension Fund.

#### **SECTION 10: ENTIRE AGREEMENT/SEVERABILITY**

The Parties agree and represent that: (a) no promises, inducements or agreements not herein expressed have been made; (b) this Agreement contains the entire agreement between the Parties; (c) the terms of this Agreement are contractual and not merely a recital; (d) any modification of this Agreement must be made in writing and be signed by the undersigned Parties; and (e) in the event that any provision herein is deemed illegal, said provision will be deemed stricken and the remainder of this Agreement will be valid and interpreted as it is, in its entirety. This Agreement shall be binding upon and inure to the benefit of the Parties. This Agreement shall be governed by Illinois law.

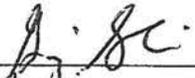
The Parties represent and warrant that they have the full power and authority to enter into this Agreement.

The Parties further represent and warrant that they are entering into this Agreement voluntarily, having had the benefit of advice and representation of legal counsel, or the opportunity to consult with counsel of choice and that they have read and understood this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. A copy of a signature (including but not limited to a signature transmitted by fax or other electronic means) shall have the same force and effect as an original signature.

***THIS IS THE LAST PAGE OF A MULTI-PAGE DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING BELOW YOU AGREE YOU HAVE READ IT, HAVE UNDERSTOOD IT, AND HAVE RECEIVED LEGAL COUNSEL REGARDING ITS CONTENTS AND IMPLICATIONS.***

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, do hereby execute this Agreement and Release as of the day set forth below.

  
\_\_\_\_\_  
Gzim Selmani

\_\_\_\_\_  
Village of Bartlett, by an Authorized Representative

Date: 4-4-2022

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

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

GZIM SELMANI,

Plaintiff,

v.

VILLAGE OF BARTLETT, a municipal corporation; KEVIN WALLACE, individually and in his official capacity as Village President; and PATRICK ULLRICH, individually and in his official capacity as Chief of Police;

Defendants.

Court No. 20-cv-2097

Honorable Elaine E. Bucklo

**AFFIDAVIT**

I, **Gzim Selmani** state that I am over the age of 18 and competent to testify to the matters herein; if sworn as a witness and called to testify, I would testify to and consistent with the following facts, which are within my personal knowledge:

1. I am over the age of eighteen (18) and am the plaintiff in this matter.
2. I understand that in reaching a settlement, the parties have considered Medicare's interest in recovering conditional payments made for medical treatment rendered as a result of the claim that is the subject of the above captioned lawsuit.
3. I hereby make the following representations and warranties:
  - (a) Medicare has made no conditional payments for any medical expenses or prescriptions related to the subject matter of the litigation;
  - (b) I am not currently, nor have I ever been, a Medicare beneficiary;
  - (c) I am not currently receiving Social Security Disability Benefits;
  - (d) I have not applied for Social Security Disability Benefits;
  - (e) I am not in End Stage Renal Failure.
4. I assume all responsibility for liens or rights of recovery asserted by Medicare or any entity acting on its behalf pursuant to the Medicare, Medicaid and SCHIP Extension Act and/or the

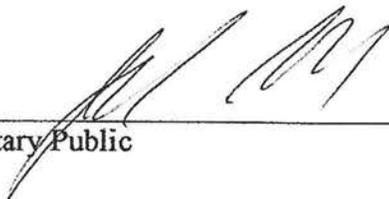
Medicare Secondary Payer Act for Medicare related payments alleged by Medicare to be related to the injuries claim in this lawsuit.

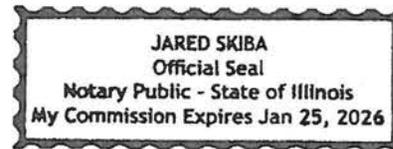
5. The above information is true and correct as to those statements for which I have personal knowledge. As to those matters which are stated on my information and belief, I believe them true.

4-4-2022  
Date

  
Gzim Selmani

4-4-2022  
Date

  
Notary Public





# Agenda Item Executive Summary

Item Name: Resolution for the Annual 2022 Motor Fuel Tax (MFT) Maintenance Program  
Committee or Board: Board

## BUDGET IMPACT

Amount:	\$1,500,000.00	Budgeted	\$1,500,000.00
List what fund	MFT Fund		

## EXECUTIVE SUMMARY

Enclosed is an MFT Resolution for consideration by the Village Board in order to use MFT funds for the annual maintenance program. This program includes curb & gutter and sidewalk repairs, crack sealing and surface treatment of pavements, bike path maintenance, pavement marking, street sweeping, salt purchases, street light maintenance, pavement evaluation and material testing. These funds will also be used to pay for the Village's portion of the intersection improvements at W. Bartlett Road and IL Route 59. The referenced resolution is being submitted in the amount of \$1,500,000.00 and will commit funds to these projects. Funds not used will be credited back to the MFT account for use on other projects.

## ATTACHMENTS (PLEASE LIST)

Memo  
IDOT Resolution

## ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION #2022-\_\_\_\_-R, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$1,500,000.00 TO PAY FOR THE COST OF CONSTRUCTION FOR ALL FY2022/2023 MFT MAINTENANCE PROGRAM PROJECTS, AND TO AUTHORIZE THE VILLAGE CLERK TO SIGN SAID MFT RESOLUTION.

Staff: Nick Talarico, Civil Engineer

Date: 4/11/2022

# Memo

**To:** Paula Schumacher, Village Administrator  
**From:** Bob Allen, Village Engineer *BA*  
**Subject:** Resolution for the Annual 2022 MFT Maintenance Program  
**Date:** April 11, 2022

Enclosed is an MFT Resolution for consideration by the Village Board in order to use MFT funds for the annual maintenance program. This program includes curb & gutter and sidewalk repairs, crack sealing and surface treatment of pavements, bike path maintenance, pavement marking, street sweeping, salt purchases, street light maintenance, pavement evaluation and material testing. These funds will also be used to pay for the Village's portion of the intersection improvements at W. Bartlett Road and IL Route 59. The resolution consists of the following items and amounts:

• Curb & Gutter/Sidewalk Repairs	\$ 125,000.00
• Sidewalk Trip Hazard Removal	\$ 50,000.00
• Crack Sealing Pavements	\$ 100,000.00
• Pavement Surface Treatment	\$ 100,000.00
• Bike Path Maintenance	\$ 200,000.00
• Pavement Marking	\$ 50,000.00
• Street Sweeping	\$ 110,000.00
• Salt Purchases	\$ 250,000.00
• Street Light Maintenance	\$ 20,000.00
• Pavement Evaluation	\$ 25,000.00
• Material Testing for the Annual Resurfacing Project	\$ 20,000.00
• IDOT Intersection Improvements (W. Bartlett Rd. & Rt. 59)	<u>\$ 450,000.00</u>
	<b>\$ 1,500,000.00</b>

The referenced resolution is being submitted in the amount of \$1,500,000.00 and will commit funds to these projects. Funds not used will be credited back to the MFT account for use on other projects.

I am requesting that you place this resolution on the next available Board agenda for action.

**MOTION**

**MOVE TO APPROVE RESOLUTION #2022-\_\_\_\_-R, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$1,500,000.00 TO PAY FOR THE COST OF CONSTRUCTION FOR ALL FY2022/2023 MFT MAINTENANCE PROGRAM PROJECTS, AND TO AUTHORIZE THE VILLAGE CLERK TO SIGN SAID MFT RESOLUTION.**



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	22-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Bartlett Illinois that there is hereby appropriated the sum of one million, five hundred thousand Dollars ( \$1,500,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/22 to 12/31/22.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Bartlett shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Lorna Giles Village Clerk in and for said Village of Bartlett in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Bartlett at a meeting held on 04/19/22.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 19th day of April, 2022.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer Department of Transportation	Date



# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Tyler Isham, Assistant Director of Public Works  
**Subject:** **Sanitary Sewer Main Lining Agreement**  
**Date:** March 28, 2022

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## BACKGROUND

On February 17, 2021, the municipalities of Bartlett, Roselle and Lombard opened bids for a joint Sewer Lining project through the DuPage Mayors & Managers Conference ad hoc group - the DuPage Municipal Partnering Initiative, to line the remaining un-lined eight-inch (8") sanitary sewer main in Cook County and the 8" in the Country Creek subdivision.

Three (3) bids were received ranging from \$641,948.10 - \$789,360.30 for all work in the communities. The contractor selected was Hoerr Construction, Inc. of Peoria, IL. Bartlett's contract also included an automatic renewal if all work and pricing remained constant.

Due to the fluctuations and material shortages, Hoerr requested to utilize the February-February CPI of approximately 7.1%. This would nullify our current contract, and would require us to enter into a new agreement. Hoerr has provided staff with letters from their suppliers showing the large increases in material costs. Utilizing last year's bid tab, as an example (attached), increasing the base prices from Hoerr by 7.1% still keeps them as the lowest bid, even with the others staying constant. Staff feels that rebidding this project would see a much higher increase in unit prices than just the 7.1% CPI.

The Bartlett work includes the lining of approximately 12,236 linear feet of 8-inch (8") sanitary sewer mains. The updated total **is approximately \$398,000.**

The Capital Budget includes a total of \$1 million for sanitary sewer repairs, which includes main and service lateral lining, as part of the Sanitary Sewer System Evaluation Project.

## RECOMMENDATION

Based on the bid results, and previous work conducted by the contractor in the Village, Staff recommends entering into an agreement with Hoerr Construction, Inc.

## MOTION

**MOVE TO APPROVE RESOLUTION #2022-\_\_\_\_-R, A RESOLUTION WAIVING BIDS AND APPROVING OF THE FIRST AMENDED SANITARY SEWER MAIN LINING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND HOERR CONSTRUCTION**

RESOLUTION 2022 - \_\_\_\_\_

**A RESOLUTION WAIVING BIDS AND APPROVING OF THE FIRST AMENDED  
SANITARY SEWER MAIN LINING AGREEMENT BETWEEN THE  
VILLAGE OF BARTLETT AND HOERR CONSTRUCTION, INC.**

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**WHEREAS**, in 2021 the Village of Lombard and the Village of Bartlett combined to go out to bid for sewer lining projects in both villages to get lower overall unit prices, and reserved in the bid documents the option to renew the contract for two additional one (1) year periods with increases limited to two percent (2%) or the Consumer Price Index ("CPI"), whichever is less, but provided the contractor could submit a request for a different price increase (the "Awarded Contract"); and

**WHEREAS**, Hoerr Construction, Inc. ("Hoerr" or the "Contractor") was awarded the 2021 sewer lining work (cured in place pipe "CIPP") as the lowest qualified, responsible and responsive bidder for said sewer work (the "Contract"); and

**WHEREAS**, Hoerr has timely submitted its request to increase the unit prices to perform the sewer lining work for 2022 at the current CPI, rather than 2%, so that Hoerr cannot be locked into performing the 2022 sewer lining work at 2%, and Hoerr has submitted documentation to support its argument that due to supply chain issues, material shortages, and unprecedented cost increases in materials caused by world events that the Contractor would be excused from honoring the lower 2% ceiling on the price increase for 2022 under the Force Majeure provisions of the Contract; and

**WHEREAS**, the applicable CPI Index (February 2021 to February 2022) has risen 7.1% in the last year and the parties agree that an increase in unit prices of 7.1% would be fair and reasonable, and that even with the 7.1% increase Hoerr would still be the low bidder even if the other bidders held their 2021 unit prices for 2022 (with no price escalation); and

**WHEREAS**, staff reasonably believes that if the 2022 sewer lining work were to be rebid, the costs to perform the 2022 sewer lining work would be significantly higher than the 7.1% CPI inflationary increase, and would delay the start of the sewer lining work in 2022 and negatively affect the Village's 85%/15% cost sharing program for removal and replacement of sanitary sewer service lines that will tie into relined sanitary sewers; and

**WHEREAS**, Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) requires municipalities to let contracts for public improvements to the lowest responsible bidder when the expenses of the work or improvement exceeds \$25,000, except that a municipality may choose to enter a contract without advertising for bids if authorized by a vote of 2/3 of the trustees then holding office; and

**WHEREAS**, Section 1-8A-5E of the Bartlett Municipal Code provides that bidding requirements for work or improvements exceeding \$25,000 may be waived by a vote of 2/3 of all of the Trustees then holding office; and

**WHEREAS**, here the sewer lining project was originally bid, but the contract renewal terms would result in such a hardship to the Contractor and consequently an attempt to strictly enforce the renewal term at 2% would likely not be enforceable, and the increase in unit prices by the CPI figure of 7.1% is fair and reasonable, and the attached amendment to the Contract is in the best interest of the Village and its taxpayers;

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

**SECTION ONE:** Provided this Resolution is passed by a vote of not less than 2/3 of the Trustees of the Village then holding office on the date of its passage, then the First Amended Sanitary Sewer Main Lining Agreement appended hereto as Exhibit A (the "First Amended Agreement") is approved without having to rebid the 2022 Sewer Main Lining Work, and if further renewed as provided therein, the 2023 Sewer Main Lining Work, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

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 Resolution 2022 - \_\_\_\_\_ enacted on \_\_\_\_\_, 2022, and approved on \_\_\_\_\_, 2022, as the same appears from the official records of the Village of Bartlett.

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

## FIRST AMENDED SANITARY SEWER MAIN LINING PROJECT AGREEMENT

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This First Amended Sanitary Sewer Main Lining Project Agreement (the "First Amended Agreement") is entered this 19<sup>th</sup> day of April, 2022, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Hoerr Construction, Inc. (the "Contractor") (collectively, the "Parties").

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

1. Contractor shall perform the Project Work in a good and workmanlike manner in strict accordance with the Contract Documents.

2. **Definitions:**

A. "2022 Project Work". The Project Work for 2022 means and includes, but is not limited to: Furnishing of materials, labor and equipment to line approximately 12,236 linear feet of eight-inch (8") sanitary sewer mains in diameter of cured-in-place pipe (CIPP) and reinstating approximately 300 sanitary sewer service laterals where depicted on APPENDIX C (2022).

B. "2023 Project Work". The Project Work for 2023, in the event the Agreement is renewed by the Village at its election and in its sole discretion and notice is provided in accordance with paragraph 4 below, shall mean and include the furnishing of materials, labor, and equipment to line the approximate lineal feet of sanitary sewer mains at the locations and diameter sewer mains selected by the Village with CIPP, and reinstate of corresponding sanitary sewer services as set forth in a new APPENDIX (2023) to be included in the notice of renewal for 2023, if so elected by the Village.

C. "Contract Documents" mean and include:

(i) This First Amended Agreement (sometimes referred to herein as the "Contract").

(ii) The INVITATION FOR BID DOCUMENTS AND SPECIFICATIONS SEWER LINING FOR THE VILLAGE OF BARTLETT AND LOMBARD dated February 2021, including:

(a) General Terms and Conditions.

(b) 2017 MUNICIPAL PARTNERING INITIATIVE SEWER LINING SUMMARY OF WORK.

(c) SPECIAL PROVISIONS CURED-IN-PLACE.

(d) SPECIAL PROVISIONS FOR REINSTATEMENTS OF SERVICE LATERALS – STORM OR SANITARY SEWER.

- (e) SPECIAL PROVISION FOR – PROTRUDING TAP REMOVAL.
- (f) TRAFFIC CONTROL PLAN.
- (g) APPENDIX A – Additional Municipality – Specific Information.  
(collectively, the “Original Project manual”) which is expressly incorporated herein by reference.

(iii) Bid Proposal of Hoerr Construction, Inc. dated \_\_\_\_\_, 2021 with the SCHEDULE OF PRICES VILLAGES OF BARTLETT & LOMBARD 2021 SEWER LINING attached hereto as Exhibit 1.

(iv) Certifications in form set forth in APPENDIX B to the Original Project Manual and included with Contractor’s Bid Proposal.

(v) The Performance Bond and Payment Bond or IDOT Bond as defined herein to cover the 2022 Project Work.

(vi) Addenda N/A attached hereto and incorporated herein.

(vii) Department of Labor Bureau of Labor Statistics Consumer Price Index Chicago – Naperville – Elgin area February 2022 dated March 10, 2022, appended hereto as Exhibit 2.

(viii) APPENDIX C 2022 PROJECT WORK

(ix) BARTLETT UPDATED PRICING 2022 included in and appended in APPENDIX C.

The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control. All Contract Documents from the initial term of the Contract also apply and are incorporated herein by reference.

D. “CPI” means the Consumer price Index for Chicago-Naperville-Elgin Area for February and the commensurate increase over the preceding February. For 2022. (See Exhibit 2 for 2022.)

E. “Contract Price for 2022” means the unit prices as originally bid x 1.071 as set forth on the BARTLETT UPDATED PRICING 2022 appended hereto as Exhibit 3.

F. “Contract Price for 2023”. If the Agreement is renewed by the Village for 2023 as provided in paragraph 4, the contract price for 2023 means the Contract Price 2022 with the unit prices for 2022 increased, if at all, by the by the CPI for the period February 2022 through February 2023 for the 2023 Project Work, if elected by the Village.

3. **Completion Date.** Contractor shall complete the 2022 Project Work in strict compliance with the requirements herein on or before August 31, 2022. If elected by the Village and the Agreement is renewed for 2023, the 2023 Project Work shall be completed by August 31, 2023.

4. **Renewal Contract and Term.** This First Amended Agreement has an initial term beginning April 19, 2022 and ending date of April 17, 2023 (the "Initial Term"). This First Amended Agreement may be renewed for one additional one (1) year, at the Village's election, beginning April 18, 2023 and ending April 15, 2024 (the "Extended Term") by the Village Administrator for the performance of the 2023 Project Work by the Contractor at the Contract Price for 2023 by providing written notice at least ten (10) days before the end of the Initial Term of its intention to renew, together with a new APPENDIX C showing the location and diameters of the 2023 Project Work and Bartlett Updated Pricing for 2023 adjusted for the applicable CPI. If no written notice is provided by the Village of its intention to renew at least ten (10) days before the end of the Initial Term, this Agreement shall automatically terminate. All other terms and conditions set forth in this Agreement and the Contract Documents shall apply to the Initial Term, and if renewed, to the Extended Term, including the location and sizing for the applicable Project Work set forth in the applicable APPENDIX C to this Agreement at the unit prices set forth on the applicable Bartlett Updated Pricing adjusted for CPI.

5. **Payment Procedure.** The payment procedures are as follows:

- A. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.
- B. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the 2022 Project Work or the 2023 Project Work (to come if this Agreement is renewed by the Village). In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.
- C. Contractor shall provide the following documentation to the Village and the Engineer:
  - (1) Contractor shall provide monthly invoices to the Village throughout the applicable Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

- (a) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.
  - (b) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")
  - (c) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.
  - (d) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.
  - (e) Copies of Certified Payrolls (defined below) filed with the Illinois Department of Labor ("IDOL").
  - (f) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.
- (2) It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Final payments for the 2022 Project Work, and if the Contract is renewed, for the 2023 Project Work, shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or IDOT bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.
- (3) Following completion of the Project Work for each year (2022, and if renewed for 2023), Contractor shall furnish the Village the following documents: (a) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the applicable Project Work (2022, and for 2023 if renewed); and (iii) all suppliers that furnished materials in connection with the Project Work for 2022, and if renewed, for 2023; all of which shall be signed and notarized; (b) copies of Certified

Payrolls filed with IDOL; and (c) such additional documentation and/or information requested by the Village relative to said payment.

- (4) In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.
- (5) It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the IDOL, and copies thereof to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving copies of the Certified Payrolls duly filed with the IDOL relative to each applicable pay application.
- (6) Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

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

7. **Compliance with Law.** All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor

(IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

8. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

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

10. **Taxes.** The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for

and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

11. **Investigations by Contractor.** Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

12. **Insurance.**

Contractor shall procure and maintain for the duration of the contract, *and for three years thereafter (except for claims made coverage which shall be maintained for five years)*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Excess Umbrella Liability.** In the event Contractor procures and maintains less than \$5,000,000 of CGL coverage per occurrence, and said coverage has not

been endorsed to apply separately to this Project, or if it has an aggregate limit of less than \$10,000,000, then Contractor shall also procure and maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

#### **B. Self-Insured Retentions.**

Self-Insured retentions must be declared to and approved by the Village. At the option of the Village, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Village, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.

#### **C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Village of Bartlett, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).
2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be cancelled, except with notice to the Village.

#### **D. Claims Made Policies**

If any coverage required is written on claims-made coverage form (excluding

CGL which must be written on an occurrence basis):

1. The retroactive date must be shown, and must be before the execution date of the Contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Village for review

#### **E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Village.

#### **F. Waiver of Subrogation**

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Village for all work performed by the Contractor, its employees, agents and subcontractors.

#### **G. Verification of Coverage**

Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

#### **H. Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein (except subcontractors are not required to provide the Excess Umbrella Liability coverage as provided in subsection A4 of this Section 12). Contractor shall ensure that Village is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

## **I. General Insurance Provisions.**

### **Evidence of Insurance**

1. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
2. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.
3. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
4. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.
5. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.
6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.
7. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

### **J. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**K. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

**L. The Village Shall Not Waive Any Rights of Subrogation**

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

**M. Failure to Comply with Insurance Reporting Provisions**

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

**N. All Insurance Obtained Shall Apply Separately to Each Insured**

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**O. Insurance Requirements cannot be Waived**

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

1. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
2. failing to review any Certificates of Insurance received;
3. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
4. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

**P. Liability of Contractor is not limited by Purchase of Insurance**

1. Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.
2. **Notice of Personal Injury or Property Damage.** Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same

13. **Performance and Payment Bonds or IDOT Contract Bond.** Prior to commencement of the 2022 Project Work (and if applicable, prior to commencement of the 2023 Project Work), Contractor must submit to the Village: (a) both (i) a performance bond, (ii) a labor and material payment bond; or (b) an IDOT Contract Bond, each in the amount of **110%** of the Contract Price for 2022 x the estimated quantities for the 2022 Project Work (the "2022 Contract Sum"), and if the Contract is renewed 110% of the Contract Price for 2023 x the estimated quantities for the 2023 Project Work (the "2023 Contract Sum"), each naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village (the "Performance and Payment Bonds") guarantying Contractor's obligations under the Contract Documents, which said Performance and Payment Bonds and/or IDOT Contract Bond shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, and payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds or IDOT Bond is included in the unit pricing set forth in Contractors Proposal.

14. **Default.** In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in Section 15 below.

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

16. **Hazardous Substances.** Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws. Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

17. **Delays in Project Work.** Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Project Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

**18. Change Orders.**

- A. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Project Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.
- B. All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

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

**20. Contractor Control Over Manner, Means and Methods.** Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall

not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

21. **Exhibits and Contract Documents.** All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

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

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

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

25. **Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code.** Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

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

27. **Removal and Disposal.** The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in

accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

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

29. **Illinois Human Rights Act.**

A. The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.).

B. Contractor represents and warrants to the Village as follows:

- (1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
- (3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human

Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

30. **Guaranty.**

- A. Except as otherwise specified, the Contractor shall guaranty workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract Documents shall relive the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.
- B. If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid.

Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

**31. Miscellaneous.**

- A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.
- B. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- C. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.
- D. In construing this Agreement, section headings shall be disregarded.
- E. Time is of the essence of this Agreement and every provision contained herein.
- F. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.
- G. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.
- H. In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

**[SIGNATURE PAGE FOLLOWS]**

Dated: \_\_\_\_\_, 2022

VILLAGE OF BARTLETT

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

Attest:

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

Dated: \_\_\_\_\_, 2022

HOERR CONSTRUCTION, INC.

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

Attest:

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



VILLAGE OF BARTLETT

Villages of Bartlett & Lombard Sewer Main Lining

BID TABULATION

February 17, 2021

Item No.	Items	Unit	Quantity	Hoerr Construction, Inc.		Instiform Technologies USA, LLC		Visu-Sewer of Illinois, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Cured-In-Place Pipe (8")	LF	15,822	\$27.50	\$435,105.00	\$29.80	\$471,495.60	\$36.65	\$579,876.30
2	Cured-In-Place Pipe (8") - Easement	LF	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Cured-In-Place (10")	LF	457	\$32.50	\$14,852.50	\$51.00	\$23,307.00	\$48.50	\$22,164.50
4	Cured-In-Place Pipe (10") - Easement	LF	763	\$36.00	\$27,468.00	\$33.50	\$25,560.50	\$48.50	\$37,005.50
5	Cured In Place Pipe (12")	LF	718	\$40.70	\$29,222.60	\$46.00	\$33,028.00	\$49.00	\$35,182.00
6	Cured-In-Place Pipe (15")	LF	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Cured-In-Place Pipe (18")	LF	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Cured-In-Place Pipe (21")	LF	317	\$90.00	\$28,530.00	\$82.70	\$26,215.90	\$85.00	\$26,945.00
9	Cured-In-Place Pipe (24")	LF	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Cured-In-Place Pipe (42")	EA	359	\$220.00	\$78,980.00	\$240.20	\$86,231.80	\$218.00	\$78,262.00
11	Protruding Tap Removal	EA	Unknown	\$450.00		\$550.00		\$500.00	
12	Reinstatement of Service Laterals	EA	397	\$70.00	\$27,790.00	\$150.00	\$59,550.00	\$25.00	\$9,925.00
13	End Seal Hydrophobic Gaskets Incidental to each CIPP Line Item	EA	172	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Heavy Cleaning	LF	5% (900LF)	\$7.00		\$5.00		\$5.00	
AS READ TOTAL				\$641,948.10		\$729,998.80		\$789,360.30	
<b>TOTAL</b>				<b>\$641,948.10</b>		<b>\$725,388.80</b>		<b>\$789,360.30</b>	

EXHIBIT 1

**NEWS RELEASE**  
BUREAU OF LABOR STATISTICS  
U. S. DEPARTMENT OF LABOR



For Release: Thursday, March 10, 2022

22-356-CHI

MIDWEST INFORMATION OFFICE: Chicago, Ill.

Technical information: (312) 353-1880 BLSInfoChicago@bls.gov www.bls.gov/regions/midwest

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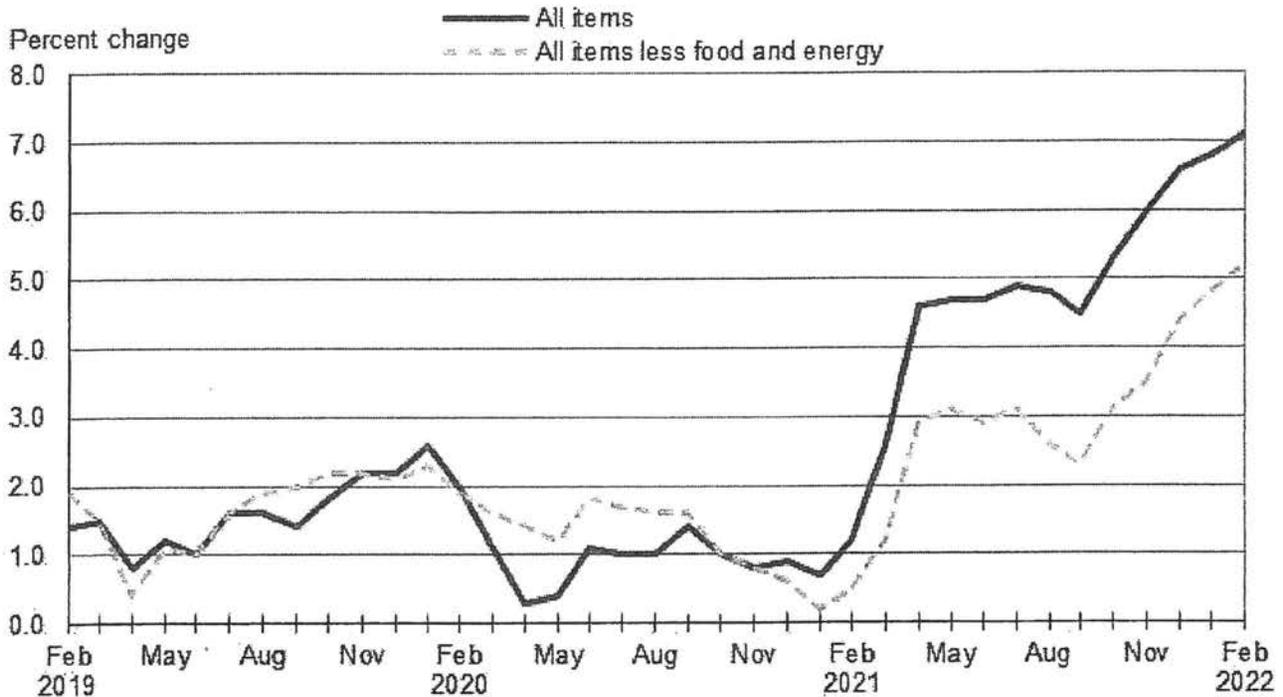
**Consumer Price Index, Chicago-Naperville-Elgin area – February 2022**  
**Area prices were up 0.8 percent over the past month, up 7.1 percent from a year ago**

Prices in the Chicago-Naperville-Elgin area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.8 percent in February, the U.S. Bureau of Labor Statistics reported today. (See table A.) Regional Commissioner Jason Palmer noted that the food index increased 0.3 percent, and the energy index rose 3.7 percent in February. The all items less food and energy index advanced 0.6 percent. Within the all items less food and energy category, prices were higher over the month for shelter and apparel. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 7.1 percent. (See chart 1 and table A.) The index for all items less food and energy rose 5.2 percent over the year. Energy prices rose 29.1 percent, largely the result of an increase in the price of gasoline. Food prices increased 7.8 percent. (See table 1.)

EXHIBIT 2

**Chart 1. Over-the-year percent change in CPI-U, Chicago-Naperville-Elgin, IL-IN-WI, February 2019–February 2022**



Source: U.S. Bureau of Labor Statistics.

**Food**

Food prices increased 0.3 percent for the month of February. Prices for food at home (groceries) advanced 0.5 percent, and prices for food away from home (restaurant, cafeteria, and vending purchases) were unchanged for the same period. Within the food at home group, indexes were higher in February for other fresh fruits, frozen and freeze dried prepared foods, and chicken. In contrast, the indexes for other pork including roasts, steaks, and ribs; ham; and uncooked beef steaks were lower.

Over the year, food prices increased 7.8 percent. Prices for food at home advanced 9.1 percent since a year ago, and prices for food away from home rose 5.7 percent.

**Energy**

The energy index advanced 3.7 percent over the month. The increase was mainly due to higher prices for gasoline (6.6 percent). Prices for electricity increased 4.9 percent, while prices for utility (piped) gas service decreased 3.0 percent for the same period.

Energy prices increased 29.1 percent over the year, largely due to higher prices for gasoline (37.4 percent). Prices paid for utility (piped) gas service advanced 36.1 percent, and prices for electricity rose 13.4 percent during the past year.

**All items less food and energy**

The index for all items less food and energy rose 0.6 percent in February. Higher prices for shelter (0.7 percent) and apparel (5.4 percent) were partially offset by lower prices for medical care (-0.6 percent) and household furnishings and operations (-0.4 percent).

Over the year, the index for all items less food and energy rose 5.2 percent. Components contributing to the increase included shelter (4.4 percent), new and used motor vehicles (18.2 percent), and household furnishings and operations (14.2 percent). Partly offsetting the increases was a price decrease in education and communication (-1.2 percent).

**Table A. Chicago-Naperville-Elgin, IL-IN-WI, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted**

Month	2018		2019		2020		2021		2022	
	1-month	12-month								
January.....	0.8	1.8	0.6	0.8	0.9	2.6	0.7	0.7	0.9	6.8
February.....	0.0	1.6	0.6	1.4	0.0	2.0	0.6	1.2	0.8	7.1
March.....	0.0	1.8	0.1	1.5	-0.7	1.1	0.6	2.6		
April.....	0.7	2.1	-0.1	0.8	-0.9	0.3	1.0	4.6		
May.....	0.4	2.3	0.8	1.2	1.0	0.4	1.0	4.7		
June.....	-0.2	2.2	-0.4	1.0	0.3	1.1	0.4	4.7		
July.....	-0.3	1.9	0.3	1.6	0.2	1.0	0.4	4.9		
August.....	0.1	1.7	0.2	1.6	0.1	1.0	0.1	4.8		
September.....	0.4	1.6	0.2	1.4	0.6	1.4	0.3	4.5		
October.....	0.0	2.0	0.3	1.8	-0.1	1.0	0.7	5.3		
November.....	-0.6	1.0	-0.2	2.2	-0.4	0.8	0.2	6.0		
December.....	-0.3	1.1	-0.2	2.2	-0.2	0.9	0.4	6.6		

**The March 2022 Consumer Price Index for the Chicago-Naperville-Elgin area is scheduled to be released on Tuesday, April 12, 2022.**

### Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the CPI section of the BLS Handbook of Methods available on the internet at [www.bls.gov/opub/hom/cpi/](http://www.bls.gov/opub/hom/cpi/).

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **Chicago-Naperville-Elgin, IL-IN-WI, Core Based Statistical Area** covered in this release is comprised of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry, and Will Counties in Illinois; Jasper, Lake, Newton, and Porter Counties in Indiana; and Kenosha County in Wisconsin.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Chicago-Naperville-Elgin, IL-IN-WI (1982-84=100 unless otherwise noted)**

Item and Group	Indexes			Percent change from-		
	Dec. 2021	Jan. 2022	Feb. 2022	Feb. 2021	Dec. 2021	Jan. 2022
<b>Expenditure category</b>						
All items .....	260.368	262.730	264.828	7.1	1.7	0.8
All items (1967=100) .....	777.870	784.929	791.195	-	-	-
Food and beverages .....	284.364	288.570	289.490	7.4	1.8	0.3
Food .....	285.170	289.350	290.235	7.8	1.8	0.3
Food at home .....	262.444	268.188	269.406	9.1	2.7	0.5
Cereals and bakery products .....	293.176	291.706	290.265	2.4	-1.0	-0.5
Meats, poultry, fish and eggs .....	293.553	301.691	298.459	13.8	1.7	-1.1
Dairy and related products .....	227.815	235.439	236.896	3.7	4.0	0.6
Fruits and vegetables .....	332.666	348.033	355.665	15.5	6.9	2.2
Nonalcoholic beverages and beverage materials(1) .....	217.539	223.292	222.339	4.6	2.2	-0.4
Other food at home .....	209.396	211.218	213.856	8.0	2.1	1.2
Food away from home .....	310.721	311.365	311.497	5.7	0.2	0.0
Alcoholic beverages .....	272.387	277.008	278.482	2.6	2.2	0.5
Housing .....	274.812	277.027	278.544	6.7	1.4	0.5
Shelter .....	343.329	344.644	346.992	4.4	1.1	0.7
Rent of primary residence(2) .....	364.376	365.851	367.296	3.5	0.8	0.4
Owners' equiv. rent of residences(2)(3) .....	353.712	354.461	356.211	3.8	0.7	0.5
Owners' equiv. rent of primary residence(2)(3) .....	353.712	354.461	356.211	3.8	0.7	0.5
Fuels and utilities .....	247.096	246.308	248.263	17.2	0.5	0.8
Household energy .....	197.254	196.597	198.609	21.6	0.7	1.0
Energy services(2) .....	201.250	200.566	202.627	21.6	0.7	1.0
Electricity(2) .....	167.641	175.500	184.156	13.4	9.9	4.9
Utility (piped) gas service(2) .....	234.856	223.108	216.496	36.1	-7.8	-3.0
Household furnishings and operations .....	99.657	103.983	103.533	14.2	3.9	-0.4
Apparel .....	82.422	85.619	90.265	9.3	9.5	5.4
Transportation .....	213.160	214.728	219.412	19.3	2.9	2.2
Private transportation .....	216.244	217.830	221.623	19.6	2.5	1.7
New and used motor vehicles(4) .....	115.680	116.825	117.343	18.2	1.4	0.4
New vehicles(1) .....	198.091	198.163	198.494	10.9	0.2	0.2
Used cars and trucks(1) .....	399.698	406.239	409.929	42.2	2.6	0.9
Motor fuel .....	301.508	302.793	322.798	37.4	7.1	6.6
Gasoline (all types) .....	298.513	299.814	319.621	37.4	7.1	6.6
Gasoline, unleaded regular(5) .....	288.291	289.639	309.268	38.3	7.3	6.8
Gasoline, unleaded midgrade(5)(6) .....	327.250	327.513	345.363	32.7	5.5	5.5
Gasoline, unleaded premium(5) .....	318.309	318.621	333.584	29.0	4.8	4.7
Motor vehicle insurance(1) .....	525.778	-	-	-	-	-
Medical care .....	531.801	537.136	534.124	0.1	0.4	-0.6
Recreation(4) .....	116.636	117.793	119.738	1.8	2.7	1.7
Education and communication(4) .....	141.682	139.762	139.906	-1.2	-1.3	0.1
Tuition, other school fees, and childcare(1) .....	1,224.551	1,226.800	1,226.800	0.4	0.2	0.0
Other goods and services .....	414.181	422.153	422.171	4.6	1.9	0.0
<b>Commodity and service group</b>						
All items .....	260.368	262.730	264.828	7.1	1.7	0.8
Commodities .....	187.103	189.790	191.922	11.2	2.6	1.1
Commodities less food and beverages .....	139.415	141.373	143.780	14.1	3.1	1.7
Nondurables less food and beverages .....	181.079	184.551	190.794	14.2	5.4	3.4
Durables .....	99.187	100.057	100.013	14.1	0.8	0.0
Services .....	328.982	330.816	332.739	4.6	1.1	0.6

Note: See footnotes at end of table.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Chicago-Naperville-Elgin, IL-IN-WI (1982-84=100 unless otherwise noted) - Continued**

Item and Group	Indexes			Percent change from-		
	Dec. 2021	Jan. 2022	Feb. 2022	Feb. 2021	Dec. 2021	Jan. 2022
<b>Special aggregate indexes</b>						
All items less medical care .....	248.844	251.077	253.434	7.8	1.8	0.9
All items less shelter.....	232.222	234.905	236.909	8.4	2.0	0.9
Commodities less food .....	144.146	146.188	148.608	13.5	3.1	1.7
Nondurables .....	232.514	236.374	240.130	10.2	3.3	1.6
Nondurables less food.....	187.005	190.560	196.597	13.2	5.1	3.2
Services less rent of shelter(3).....	330.116	332.580	334.114	4.7	1.2	0.5
Services less medical care services.....	313.034	314.445	316.835	5.1	1.2	0.8
Energy .....	237.730	237.787	246.491	29.1	3.7	3.7
All items less energy .....	264.956	267.538	269.097	5.6	1.6	0.6
All items less food and energy .....	262.212	264.505	266.196	5.2	1.5	0.6

Footnotes

(1) Index on a December 1977=100 base.

(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(3) Index on a December 1982=100 base.

(4) Indexes on a December 1997=100 base.

(5) Special index based on a substantially smaller sample.

(6) Index on a December 1993=100 base.

- Data not available.

Note: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

<b>BARTLETT UPDATED PRICING 2022</b>						
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>2022 Quantity</b>	<b>2021 Unit Cost</b>	<b>2022 Unit Cost</b>	<b>TOTAL COST</b>
1	Cured-in-Place Pipe (8")	LF	12,236	\$ 27.50	\$ 29.45	\$ 360,380.79
2	Cured-in-Place Pipe (8") - Easement	LF	0	\$ -	\$ -	\$ -
3	Cured-In-Place (10")	LF	0	\$ 32.50	\$ 34.81	\$ -
4	Cured-in-Place Pipe (10") - Easement		0	\$ 36.00	\$ 38.56	\$ -
5	Cured in Place Pipe (12")	LF	0	\$ 40.70	\$ 43.59	\$ -
6	Cured-In-Place Pipe (15")	LF	0	\$ -	\$ -	\$ -
7	Cured-in-Place Pipe (18")	LF	0	\$ -	\$ -	\$ -
8	Cured-in-Place Pipe (21")	LF	0	\$ 90.00	\$ 96.39	\$ -
9	Cured-in-Place Pipe (24")	LF	0	\$ -	\$ -	\$ -
10	Cured-in-Place Pipe (42")	LF	0	\$ 220.00	\$ 235.62	\$ -
11	Protruding Tap Removal	EA	Unknown	\$ 450.00	\$ 481.95	\$ -
12	Reinstatement of Service Laterals	EA	280	\$ 70.00	\$ 74.97	\$ 20,991.60
<b>2022 Estimated Total Cost</b>						<b>\$ 381,372.39</b>

### EXHIBIT 3

**APPENDIX C (2022)**

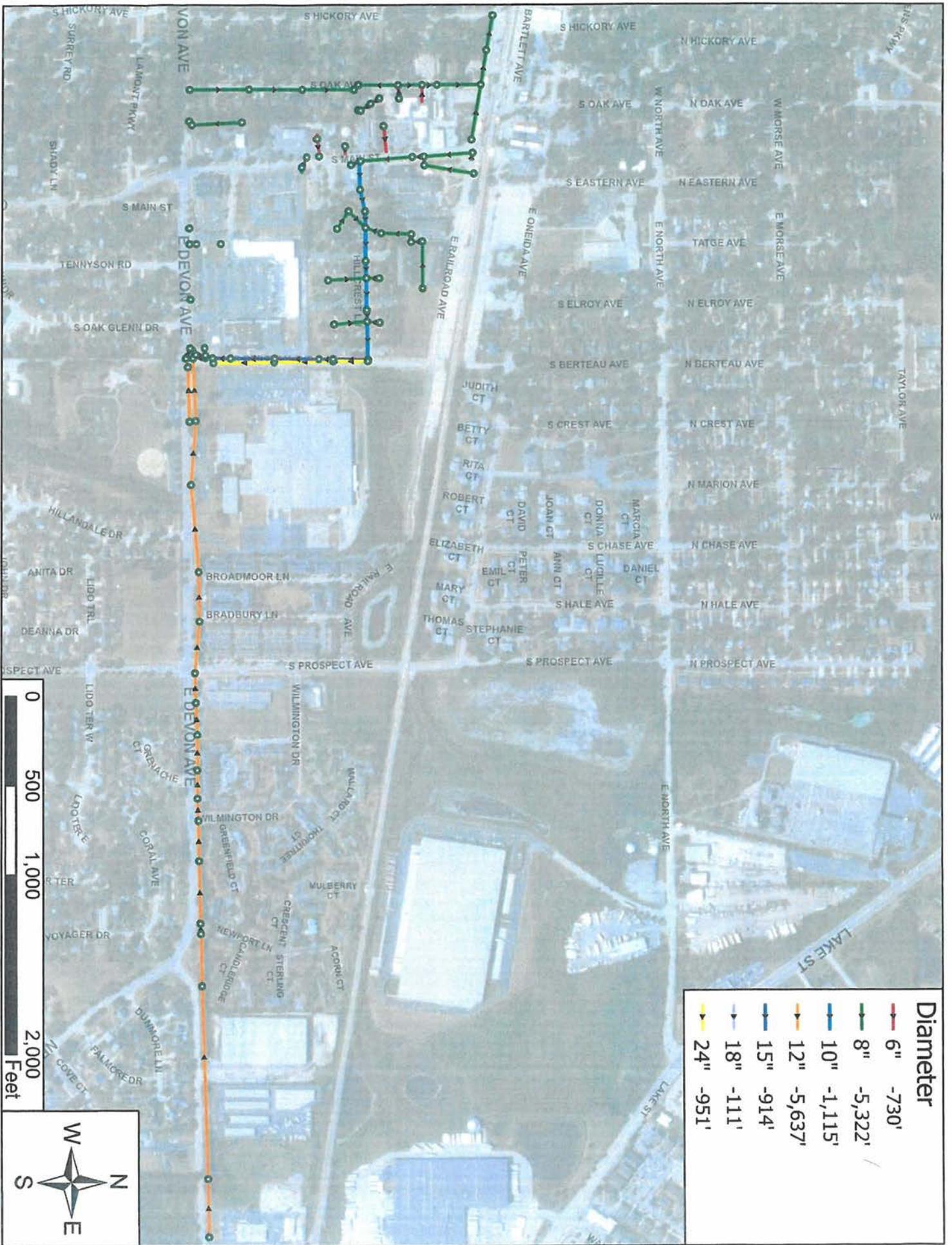
**2022 PROJECT WORK**

Color Coded Aerial Street View Reflecting

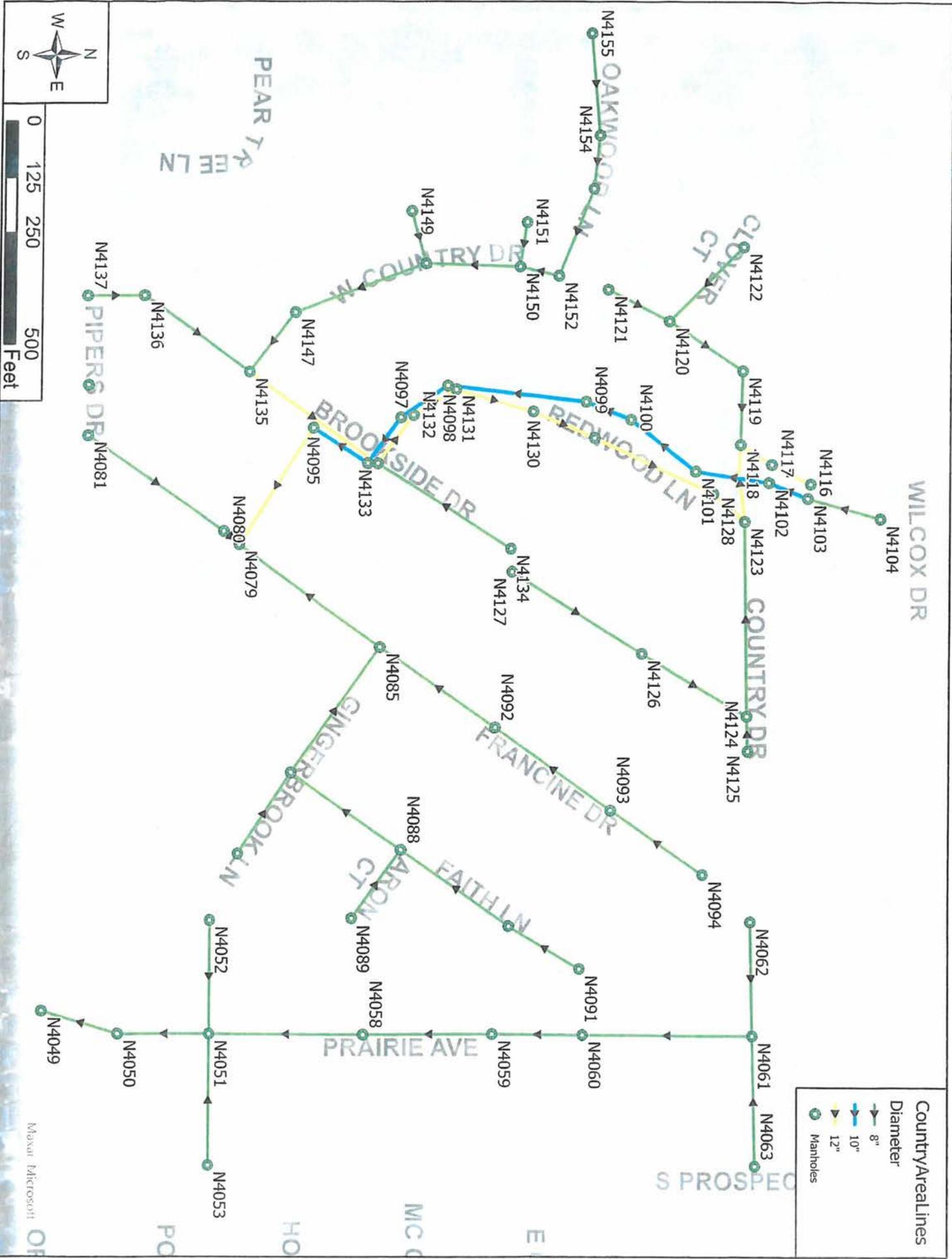
Lineal Feet ("LF")	Diameter	
730 LF of	6"	CIPP
5,322 LF of	8"	CIPP
1,115 LF of	10"	CIPP
5,537 LF of	12"	CIPP
914 LF of	15"	CIPP
951 LF of	24"	CIPP

AND

Color Coded Aerial Street View entitled County Area Lines showing 8" diameter, 10" diameter, 12" diameter CIPP and manholes.



Diameter	
6"	-730'
8"	-5,322'
10"	-1,115'
12"	-5,637'
15"	-914'
18"	-111'
24"	-951'



**Country/Area Lines**

Diameter	Symbol
8"	Green line with arrowheads
10"	Blue line with arrowheads
12"	Yellow line with arrowheads
Manholes	Green circle with a dot



Maxar Microsoft

<b>BARTLETT UPDATED PRICING 2022</b>						
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>2022 Quantity</b>	<b>2021 Unit Cost</b>	<b>2022 Unit Cost</b>	<b>TOTAL COST</b>
1	Cured-in-Place Pipe (8")	LF	12,236	\$ 27.50	\$ 29.45	\$ 360,380.79
2	Cured-in-Place Pipe (8") - Easement	LF	0	\$ -	\$ -	\$ -
3	Cured-In-Place (10")	LF	0	\$ 32.50	\$ 34.81	\$ -
4	Cured-in-Place Pipe (10") - Easement		0	\$ 36.00	\$ 38.56	\$ -
5	Cured in Place Pipe (12")	LF	0	\$ 40.70	\$ 43.59	\$ -
6	Cured-In-Place Pipe (15")	LF	0	\$ -	\$ -	\$ -
7	Cured-in-Place Pipe (18")	LF	0	\$ -	\$ -	\$ -
8	Cured-in-Place Pipe (21")	LF	0	\$ 90.00	\$ 96.39	\$ -
9	Cured-in-Place Pipe (24")	LF	0	\$ -	\$ -	\$ -
10	Cured-in-Place Pipe (42")	LF	0	\$ 220.00	\$ 235.62	\$ -
11	Protruding Tap Removal	EA	Unknown	\$ 450.00	\$ 481.95	\$ -
12	Reinstatement of Service Laterals	EA	280	\$ 70.00	\$ 74.97	\$ 20,991.60
<b>2022 Estimated Total Cost</b>						<b>\$ 381,372.39</b>