

Truth in Taxation Public Hearing – 7:00 p.m.

VILLAGE OF BARTLETT
BOARD AGENDA
OCTOBER 18, 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: Board and Committee Minutes – October 4, 2022
- *7. BILL LIST: October 18, 2022
8. TREASURER'S REPORT: August, 2022
Sales Tax Report - August, 2022
Motor Fuel Tax Report – August, 2022
9. PRESIDENT'S REPORT:
 - A. Proclamation Recognizing Police Officer Christopher Meade Upon his Retirement
 - B. Proclamation Recognizing Community Service Officer John Teevens Upon his Retirement
 - C. Proclamation for the 50th Anniversary of Bartlett Public Library District
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 Amending the Bartlett Municipal Code Title 10 Zoning to Add Provisions to Allow Adult-Use Cannabis Dispensing Centers and Medical Cannabis Dispensing Centers as a Special Use in Certain Commercial Districts
 - *2. Ordinance Approving of a Preliminary/Final Plat of Subdivision and Site Plan and Granting a Special Use Permit and Variation for Dunkin
 - *3. Ordinance Approving a Final Subdivision/PUD Plat and Final PUD Plan for Grasslands Subdivision Phase 2 (Townhomes at the Grasslands)
 - *4. Resolution Ratifying the Public Improvements Completion Agreement for the Grasslands Subdivision–Phase 1 Between the Village of Bartlett and D.R. Horton, Inc.–Midwest
 - *5. Grasslands Phase 1 Early Earthwork Request
 - B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY
 1. None
 - C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
 1. 2022 Estimated Property Tax Levy
 - *2. Resolution Approving of Disbursement Request for Payout No. 3 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project
 - D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN
 - *1. BAPS Fireworks Display Permit Request
 - E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI
 1. None
 - F. PUBLIC WORKS COMMITTEE, CHAIRMAN LAPORTE
 1. Resolution Approving of Change Order #3 to the Contract Between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements for a \$374,868.26 Increase in the Original Contract Sum.
 - *2. Ordinance Authorizing the Sale by Internet Auction of Surplus Property Owned by the Village of Bartlett
13. NEW BUSINESS
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES
15. ADJOURNMENT

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

**Northwest Suburbs
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 **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights and has been circulated daily in the Village(s) of: Arlington Heights, Barrington, Barrington Hills, Bartlett, Buffalo Grove, Deer Park, Des Plaines, Elk Grove, Franklin Park, Glenview, Hanover Park, Hoffman Estates, Inverness, Melrose Park, Morton Grove, Mt Prospect, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, Streamwood, Wheeling, Wilmette

County(ies) of Cook

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 Northwest Suburbs 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 10/7/2022 in said Northwest Suburbs 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 Daula Baltz
Designee of the Publisher and Officer of the Daily Herald

Control # 4589453

NC

Banasiak: Biking event looks ahead

Continued from Page 1

Since 2008, the League of American Bicyclists has ranked Illinois as high as eighth and as low as 22nd.

While the 2020 summit was entirely virtual due to the pandemic, this year's Illinois Bike Summit registration offers both in-person and virtual participation rates. Ride Illinois members receive a \$40 discount. Twelve plenary and breakout sessions are available for those unable to attend in person, while several others are also available to in-person attendees.

More than a ranking

LAB's Bicycle Friendly America program will be featured at three summit panel sessions Oct. 12. More than just assessing "bike friendliness," the BFA program provides direction and assistance to help businesses, universities, communities and states become safer and more connected for people who ride bikes for transportation and recreation.

Besides a ranking system, the BFA program "provides a practical blueprint, hands-on assistance and resources to help make places better for bicycling," per LAB's website. LAB staff provide customized feedback to every entity that applies for bike friendly status, whether they achieve bronze level or not. Those that do also benefit from suggestions on achieving higher levels.

Among bike-friendly businesses, for example, a smaller organization like Elgin Community Bikes receives different advice than Chicago's Milhouse Engineering and Construction, Inc., with over 180 employees. Both businesses earned bike friendly status this past May 16 when LAB announced BFA business results — Elgin gold and Milhouse bronze.

Terry Witt, former ride leader and advocacy director for Bartlett's Spin Doctor Cyclewerks, submitted that bike shop's first application in 2009, a year after the BFA program launched for businesses. "Every business can be recognized for its bicycle-friendly

efforts. It could be a park, school, village department, library, church. The first step is apply. The league will help everyone in the process," said Witt.

Spin Doctor Cyclewerks achieved bronze level in 2009, silver in 2011 and gold status in May.

Witt adds, "Once we applied, the league's feedback was invaluable in guiding our growth."

Illinois is home to 17 communities that have already earned bike friendly status, 10 in the Chicago area. In addition, 25 Illinois businesses (13 Chicago area) and 11 universities (5 Chicago area) have qualified.

State report card

At the state level, BFA focuses on all aspects of a state's bicycle programs, from advocacy groups to law enforcement to the department of transportation. The Bicycle Friendly State Report card for Illinois shows its overall ranking, plus scores in five categories: Legislation/enforcement; policies/programs; infrastructure/funding; education/encouragement; and evaluation/planning.

Boosting its overall ranking, Illinois demonstrated progress in five bike-friendly actions. These include a Complete Streets policy, safe passing law, state-wide bike plan, spending 2% or more of federal transportation money on biking/walking, and a bicycle safety emphasis area.

Amelia Neptune, Bicycle Friendly America program director and former University of Illinois campus biking coordinator, notes BFA's four components expanding over the years: Bicycle Friendly Community in 1995, Bicycle Friendly Business in 2008, and both Bicycle Friendly University and State in 2011.

At the Illinois Bike Summit LAB Program Specialist Anna Tang will overview the BFA initiative along with Gabe Lewis, transportation planner with the Champaign County Regional Planning Commission.

In a later session, Tang, Simmons and Cynthia Hoyle, Ride Illinois board president, will examine other states' biking efforts and what Illinois needs to do to become more bike friendly.

Tang, Lewis and Bill Brown, chair of Urbana's Bicycle and Pedestrian Advisory Commission, will present a workshop on how residents, business owners, elected officials, and municipal staff play a role in developing a bicycle friendly community.

'Pedaling forward together'

Simmons and Jeff Vockey, board vice-chair of Champaign County Bikes, will kick off the summit with its theme of "Pedaling Forward Together." Like other biking advocates, Simmons believes "bikes are so much more than toys. They must be included in discussions about mitigating climate change, improving public health, and our suitable infrastructure."

"Progress will require cooperation and collaboration," he said. "We'll be appealing to individuals, businesses, community organizations, municipalities, elected officials and others for a concerted, focused effort on behavior change, using bikes more for short trips and transportation, and societal attitude change as well."

Other summit topics reinforce that need for collaboration: education for bicyclists and motorists, bike design, community involvement, e-bikes' future, transportation equity, and lessons learned from biking policies abroad.

The second day, requiring separate registration, offers professional training for planners and engineers with a focus on bikeway, roadway and Complete Streets design. Professional development credits will be available Oct. 13 for qualified individuals and for specific sessions Oct. 12.

Join the ride. Contact Ralph Banasiak at alongfortheride-mail@gmail.com.

Inside: Buffalo Grove has new sergeant

Continued from Page 1

Branch: 1266 Irving Park Road, Hanover Park;

- Schaumburg Township District Library Hoffman Estates Branch: 1550 Hassell Road, Hoffman Estates;
- Schaumburg Village Hall: 101 Schaumburg Court, Schaumburg;
- Sundara Insurance Group Allstate Insurance: 648 Meacham Road, Elk Grove Village.

Corporate sponsors include Tony's Fresh Market, Clearwater Capital Partners, Britt Industries, Kleen Air and Northwest Insurance.

"Tony's Fresh Market has been a supporter of Lavelle Law Charities' annual food drive for nearly 20 years," McGinn said. "We welcome their support, along with all of our engagement. Their participation is critical, but at the end of the day it is the support of local residents who so generously contribute food and other items that makes this endeavor so meaningful for our community."

For more details, visit schaumburgfooddrive.org. —Eric Peterson, epeterson@daillyherald.com

Buffalo Grove officer moves up

Meghan Hansen is Buffalo Grove's newest police sergeant. Hansen, who joined the police department in 2008 as a community officer for research and our engagement, took the oath at Monday's village board meeting.

Police Chief Steven Casstevens said "seeing our future leaders promoted" is something he looks forward to.

"It is the first opportunity in my almost 10 years here that I've been able to see the promotion of a female officer to sergeant," he added. During her time with the department, Hansen also has served as a peer support officer, field training officer, evidence technician and Taser instructor.

Her awards include a unit citation in 2010, outstanding achievement for the fourth quarter of 2018, unit citation for the fourth quarter of 2018, a community policing award for the fourth quarter of 2020 and honorable mention for the fourth quarter of 2020.

Hansen's pin was attached by her husband, Brian. Also on hand were her sons Ben, 7, and Eli, 4, as well as her parents,



Buffalo Grove police Chief Steven Casstevens watches as new Sgt. Meghan Hansen addresses Monday's Buffalo Grove village board meeting.

Larry and Colleen Schlenker, who, she said, "made it through Hurricane Ian" and came up from North Carolina. —Steve Zalusky, szalusky@daillyherald.com

Oktoberfest and Fall Fest return

Don your lederhosen, put on your Alpine hat and head out to Mount Prospect this weekend for the annual Fall Festival and Oktoberfest in the village's downtown.

Hosted by the Mount Prospect Downtown Merchants Association, the two-day event Friday and Saturday will take place at the intersection of Emerson Street and Busse Avenue, next to the village hall.

Oktoberfest kicks off at 4 p.m. Friday with entertainment and traditional German food and beverages until 11 p.m. Phenix German Band will perform traditional tunes and

favorite covers. Featured beers will include Hacker Pschorr, Hop Valley Bubbie Stash, and Miller Lite.

The Fall Fest begins at noon Saturday with a special needs hour. People of all ages with special needs are encouraged to come out early and beat the crowds. Food, rides, and activities will be offered. Pre-registration is required for the special needs hour at www.downtownmountprospect.com.

The Fall Fest opens to everyone else at 1 p.m. and continues to 4 p.m. with pumpkin decorating, a trick-or-treat candy line, hay rides and food and music. There will also be a bounce house, balloons and a stilt walker.

Day two of Oktoberfest begins after Fall Fest, and continues until 11 p.m. with live music and entertainment, food and more.

—Steve Zalusky, szalusky@daillyherald.com

Get tickets for Buddy Holly tribute

Submitted by Al Larson Prairie Center for the Arts

Award-nominated actor and singer Zachary Stevenson will perform "A Tribute to Buddy Holly" at 7:30 p.m. Friday, Oct. 7, at Schaumburg's Al Larson Prairie Center for the Arts, 201 Schaumburg Court.

Despite dying in a plane

crash in 1959 at the age of 22, Buddy Holly earned a stature that places him in the pantheon of musical innovators.

Zachary Stevenson's embodiment of Holly has earned him a Chicago Jeff Award for Performer in a Principal Role.

Tickets are \$30-\$28 for students and seniors, and can be

ordered at www.prairiecenter.org or by calling (847) 895-3600.

NOTICE OF PROPOSED PROPERTY TAX LEVY INCREASE FOR THE POPLAR CREEK PUBLIC LIBRARY DISTRICT

I. A public hearing to approve a proposed property tax levy increase for the Poplar Creek Public Library District, Cook and DuPage Counties, Illinois, for Fiscal Year 2022-2023 will be held on October 20, 2022 at 7:00 p.m. or as soon thereafter as the agenda permits, at Poplar Creek Public Library District, 1405 South Park Avenue, Streamwood, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Debra Stombres, Executive Director at the Poplar Creek Public Library District, 1405 South Park Avenue, Streamwood, Illinois, 630/837-6800.

II. The corporate and special purpose property taxes extended or abated for fiscal year 2021-2022 were \$6,031,046.

The proposed corporate and special purpose property taxes to be levied for fiscal year 2022-2023 are \$7,967,400. This represents a 32% increase over the previous year.

III. The property taxes extended for debt service and public building commission leases for fiscal year 2021-2022 were \$1,952,580.

The estimated property taxes to be levied for debt service and public building commission leases for fiscal year 2022-2023 are \$1,932,288. This represents a 1% decrease over the previous year.

IV. The total property taxes extended or abated for fiscal year 2021-2022 were \$7,983,625.

The estimated total property taxes to be levied for fiscal year 2022-2023 are \$9,899,688. This represents a 24% increase over the previous year.

By Order of the Board of Library Trustees

Marianne Bailey
Secretary, Poplar Creek
Public Library District

NOTICE OF PROPOSED PROPERTY TAX LEVY FOR THE VILLAGE OF BARTLETT, ILLINOIS

I. A Public Hearing to approve a proposed property tax levy increase for the Village of Bartlett for 2022 will be held on October 18, 2022 at 7:00 p.m. in the Council Chambers, 228 S. Main Street, Bartlett, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Todd Dowden, Treasurer, 228 S. Main Street, Bartlett, Illinois, (630) 837-0800.

II. The corporate and special purpose property taxes extended or abated for 2021 were estimated to be \$8,826,193. The proposed corporate and special purpose property taxes to be levied for 2022 are \$8,891,890. This represents a 0.74% increase above the estimated taxes extended or abated from the previous year.

III. The property taxes extended for debt service and public building commission leases for 2021 were estimated to be \$2,966,841. The estimated property taxes to be levied for debt service and public building commission leases for 2022 are \$2,896,822. This represents a 2.36% decrease below the estimated taxes extended or abated from the previous year.

IV. The total property taxes extended or abated for 2021 were estimated to be \$11,793,034. The estimated total property taxes to be levied for 2022 are \$11,788,712. This represents a 0.04% decrease below the estimated taxes extended or abated from the previous year.

MUSIC STAGE PRESENTS

42ND STREET

October 15th - 30th, 2022

ADULTS \$22 IN ADVANCE
\$25 AT THE DOOR
SENIORS / KIDS UNDER 12
\$18 IN ADVANCE / \$20 AT THE DOOR

The Cutting Hall Performing Arts Center
150 East Wood Street - Palatine, IL

FOR TICKETS GO TO
WWW.CUTTINGHALL.ORG
OR CALL 847-202-5222

DISCOUNT CODE DH42 FOR \$2 OFF
EACH TICKET PURCHASED
DISCOUNT NOT GOOD WITH ANY OTHER OFFER

42nd STREET is presented by special arrangement with Cleaved Theatricals
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CUTTING HALL is a facility owned and operated by the Palatine Park District

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The estimated property taxes to be levied for debt service and public building commission leases for fiscal year 2022-2023 are \$1,932,288. This represents a 1% decrease over the previous year.

IV. The total property taxes extended or abated for fiscal year 2021-2022 were \$7,983,625.

The estimated total property taxes to be levied for fiscal year 2022-2023 are \$9,899,688. This represents a 24% increase over the previous year.

By Order of the Board of Library Trustees

Marianne Bailey
Secretary, Poplar Creek
Public Library District

NOW SHOWING @ BENSENVILLE THEATRE

9 S. Center Street / 630-860-1404

SENIORS \$2.00
(includes 2 small popcorn during matinees only)

Woman King (PG-13)
Fri., Sat. & Sun. 3:30 & 6:30
Mon., Tues. & Wed. 3:30 & 6:30

Don't Worry Darling (R)
Fri., Sat. & Sun. 4:00 & 7:00
Mon., Tues. & Wed. 4:00 & 7:00



**VILLAGE OF BARTLETT
BOARD MINUTES
October 4, 2022**

1. CALL TO ORDER

President Wallace called the regular meeting of October 4, 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, LaPorte, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Economic Development Coordinator Tony Fradin, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Interim Planning & Development Services Director Kristy Stone, Head Golf Professional Phil Lenz, Police Chief Geoff Pretkelis, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Reverend Andrew Weiss from Faith World Outreach Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Hopkins stated that he would like to remove item 12.A.1. from the Consent Agenda.

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



**VILLAGE OF BARTLETT
BOARD MINUTES
October 4, 2022**

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, LaPorte, Suwanski
NAYS: None
ABSENT: None
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, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

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

President Wallace stated that he would turn the microphone to Museum Director Pam Rohleder to announce the Passport to Adventure awards.

Museum Director Pam Rohleder stated that they have been on a two-year hiatus due to Covid so it's wonderful to be back recognizing our families. This is her favorite night of the year honoring our Bartlett residents who have had the most wonderful summer. In 1991, The Kane-DuPage Regional Museum Association (KDRMA) began offering a summertime program for children called Passport to Adventure. The member institutions created a passport booklet listing all the participating sites and general information about each. Children and their families traveled to the sites of their choice stamping their passport along the way. Several things about the program have changed through the



VILLAGE OF BARTLETT BOARD MINUTES October 4, 2022

decades, for the better, reflecting today's museum visitors. First, the program is now open to all ages because adults love visiting sites and collecting stamps too! The program now is also year around, for museums and nature centers are not just for summer visits. KDRMA also offers an incentive program with the chance for site goers to win gift cards.

The Village of Bartlett Museums joined KDRMA in 1997 and since then has been a proud participant not only in the program, but the other offerings of association membership. She stated that she has served on the KDRMA board for the last 10 years as vice-president, president and now past-president. Ensuring the passport program continues has always been a priority because of the educational value, family bonding and just plain fun! It is also an economical option because sites are close to home with many sites offering free admittance or very low-cost entrance fees. The Village of Bartlett has always had a high family participation rate with four sites being offered within. They are the Bartlett History Museum, Bartlett Depot Museum, Arts in Bartlett and the Bartlett Nature Center. This program also brings visitors into our community, who afterwards want to know what else the village has to offer in the way of food options and other sites/businesses to visit before heading home.

The Village of Bartlett Museums has always recognized the top site going Bartlett family or families in-case of a tie, at a village board meeting with the Mayor's Medallion. This year is no exception. Once again, we have multiple families that visited every passport site between this May and August! Isn't that amazing!

Tonight, we celebrate the accomplishments of two Bartlett families who went on a journey which took them to all 60 museums, nature centers and other cultural institutions from Addison to Wood Dale engaging them in history, art, science, nature, transportation and culture. Before we meet our families, she played some audio for all to hear from them in their own words how they enjoyed the program!

Meet the Baker Family- Dad -Dustin, Mom- Denise and Ashlynn

Last year the Bakers moved to Bartlett after living in Hanover Park for several years. They wanted the opportunity to learn more about their new hometown and surrounding communities. This was the first year they participated in the program and they knocked it out of the park!

Ashlynn is 8 years old and attends Bartlett Elementary School where she is in the 3rd grade. She is active in Girl Scouting. Her favorite site was Aurora's Blackberry Farm where you can ride a miniature train and carousel and also experience an 1840s pioneer cabin, blacksmith shop, one-room school house and more. Congratulations Ashlynn! We are so proud of you! Welcome also to Bartlett. We hope you are enjoying your new home and hometown and Ashlynn your new school.



VILLAGE OF BARTLETT
BOARD MINUTES
October 4, 2022

Meet the McElroy Family, Dad- Darryl, Mom- Kelli and Brooklynne and Phoenix
The McElroys have been attending Bartlett museum events for years and I have had the pleasure to watch Brooklynne and Phoenix grow up! Kelli is a champion of our museums spreading the word not only about passport but other programs and events. For that we thank her very much! The McElroys have participated in the passport program before, but this year made it their goal to visit all the sites. They kept us updated on their progress along with pictures from several sites.

Brooklynne recently turned 11 years old and attends Horizon Elementary School where she is in the IGNITE (gifted) program. She is in the 5th grade. Her favorite site was Naper Settlement where she saw and could visit many historic structures. Phoenix is 8 1/2 years old and attends Bartlett Elementary School where she is in the 3rd grade. Her favorite site was the Morton Arboretum where she got to see many beautiful trees and plants and experience nature. Both Phoenix and Brooklynne are also involved in Girl Scouts.

Congratulations Brooklynne and Phoenix! We are so proud of you!
And let's give a shout out to the parents, Dustin, Denise, Darryl and Kelli who dedicated their summer to planning and driving their daughters to all these sites! Great job parents! Again, congratulations to all of you.

President Wallace stated that in the first year of the Village's "Pump up the Art" hydrant painting program, staff approved 135 applications, with a mixture of residents, homeowner associations, businesses and other civic groups getting together to beautify every corner of our community.

The top 3 hydrants, voted on by residents on the village website, are as follows:

- 1st Place: "Betty Bee in Bartlett" by Sele Saccameno
- 2nd Place: "Clownin' Around!" By Patti Ummel
- 3rd Place: "Bartlett Police" By Abby Wyka

Congratulations to all of the winners, and thank you to all of the individuals who participated in the first year of the program.

President Wallace read a Proclamation for Arts DuPage Month.

President Wallace read a Proclamation for World Polio Day.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES



VILLAGE OF BARTLETT BOARD MINUTES October 4, 2022

Trustee Deyne recognized staff birthdays and anniversaries. He also recognized Arts in Bartlett and spoke about an event he attended called Celebration of the Arts Magical Strings of Youth. He has never been so impressed with the many children playing violins.

Trustee Gunsteen thanked all the volunteers, Bartlett Rotary, Chamber of Commerce and Lions for all of their hard work this past weekend. They put on an amazing first annual Oktoberfest and he was impressed by the turnout as well as how well it was run. He thought it was a great addition to the community.

11. TOWN HALL

Jay Langfelder, 415 S. Hickory

Mr. Langfelder congratulated the village on a successful Oktoberfest. He was there to speak out about the amendment to the Municipal Code, Title 10 – Cannabis dispensing centers. The major concerns are traffic congestions and the location of Eastview Middle and Bartlett Elementary schools as well as community safety. During the Board meeting on September 20th, the issue was raised that once the recreational and medical cannabis centers are allowed in the downtown Attorney Mraz stated “if you make a special use, you don’t have an unfettered ability to turn an application down”. The way you keep it out is to have it prohibited in certain districts. If you make a special use everywhere, you don’t have limits and your legal ability may lead to a major lawsuit for the village. Special use will allow for a dispensary in every commercial district. If the board goes with option 2, according to the straw pull by the board, Trustee Hopkins asked if option 2 was okay with everyone. Trustee Gandsey and Gunsteen agreed to allow removal of Title 10 and amend the Municipal Code to allow special use in the downtown area. This is like allowing a Pandora’s box with no limitations. He asked everyone on the board what their legacy will be as a Trustee of the Village of Bartlett. He sees the downtown as a restaurant district and not a dispensary district.

Jaime Hanrahan, 334 Donna Court

Ms. Hanrahan stated that she has been a resident for over 20 years. She explained her families ties to the community and amenities offered. She was concerned about the zoning changes for cannabis. She is afraid that these changes will change Bartlett as well as the traffic and that high possibility that people will be driving under the influence. She is concerned for the families that already struggle with addictions and having a marijuana store so close to home would give easier access. Her kids walk back and forth to school for sports practice and to the parks. She is nervous for the kids that like to hang around in the downtown. She feels that a marijuana store in the downtown is counter-productive. She asked the board to please consider this decision that could/will make changes in Bartlett. It affects our future and everyone who lives here.



**VILLAGE OF BARTLETT
BOARD MINUTES
October 4, 2022**

Susan Miller, 551 Foster

She stated that Trustees have likely received letters from many members of her family and her children are highly motivated about this. She is a 23-year resident and raised her kids here. The last couple of years they have been living in a simulation of sorts – a social experiment. They have been tested as a community, gaslighted, to the point of accepting things that were once taboo. We've been moved into those things becoming acceptable, invited, even celebrated. A community cannabis dispensary is one of those things. Bartlett can choose to be a place, instead of seeking to display what is beautiful and honest or they can make a bad decision.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins presented Ordinance 2022-87, an Ordinance Proposing the Establishment of Special Service Area Number Two for the Townhomes at the Grasslands Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and the Issuance of Bonds to an Amount not to Exceed \$1,332,560 for the Purpose of Paying the Cost of Providing Special Services in and for Such Area.

He stated that this proposes the establishment of a Special Service Area for the 27 lot, 116-unit townhomes at Grasslands subdivision. The Special Service Area is necessary to provide a backup source of funding for a stormwater detention system in the development if the Homeowners Association is unable to perform the required maintenance. The DuPage County Stormwater Ordinance requires this backup funding mechanism.

Interim Planning and Development Director Kristy Stone stated that the contract purchaser, D.R. Horton, is not sure if they will be selling these and creating a homeowner's association or marketing the development as a build to rent. If that is the way it developed, the ordinance had to be amended so we could make sure if they retained ownership and hired a management company to maintain the properties, the detention areas would still be serviced properly.

Trustee Hopkins moved to approve Ordinance 2022-87, an Ordinance Proposing the Establishment of Special Service Area Number Two for the Townhomes at the Grasslands Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and the Issuance of Bonds to an Amount not to Exceed \$1,332,560 for the Purpose of Paying the Cost of Providing Special Services in and for Such Area and that motion was seconded by Trustee Deyne.



**VILLAGE OF BARTLETT
BOARD MINUTES
October 4, 2022**

ROLL CALL VOTE TO APPROVE ORDINANCE 2022-87, ESTABLISHING A SPECIAL SERVICE AREA NUMBER TWO FOR THE TOWNHOMES OF THE GRASSLANDS SUBDIVISION

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

Trustee Hopkins stated that Resolution 2022-88-R, a Resolution for Release of Utilities and Recapture Agreement for Eastfield Subdivision was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there were no agenda items.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Ordinance 2022-89, an Ordinance Authorizing the Sale to Standard Equipment of Surplus Personal Property Owned by the Village of Bartlett was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that there were no agenda items.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there were no agenda items.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN, CHAIRMAN LAPORTE

Trustee LaPorte stated that Resolution 2022-90-R, a Resolution Approving the Third Amendment to the Sewer Service Agreement Between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago and Resolution 2022-91-R, a Resolution Authorizing the Execution of the Easement Agreement for Sidewalk and Landscape Work at the Metra Commuter Facility were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None



**VILLAGE OF BARTLETT
BOARD MINUTES
October 4, 2022**

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 Gandsey.

ROLL CALL VOTE TO ADJOURN

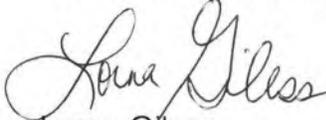
AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:36 p.m.


Lorna Gless
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
October 4, 2022**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of October 4, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:29 p.m.

ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Economic Development Coordinator Tony Fradin, Finance Director Todd Dowden, Public Works Director Dan Dinges, Interim Planning & Development Director Kristy Stone, Head Golf Professional Phil Lenz, Police Chief Geoff Pretkelis, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

BUILDING & ZONING, CHAIRMAN HOPKINS
Townhomes at the Grasslands Final Subdivision/PUD

Chairman Hopkins introduced the item.

Interim Planning and Development Services Director, Kristy Stone stated she wanted to emphasize the building elevations.

Chairman Suwanski asked if these were the townhomes designed for 55+.

Ms. Stone stated no, these are not a part of that section.

Chairman Hopkins asked if this needed a public hearing.

Ms. Stone stated no.

President Wallace asked what the brick like stuff was on the front.

Ms. Stone stated it is a stone veneer.

Patrick Cook of 621 W. Jefferson, Naperville, IL. stated the front is a cultured stone material.



VILLAGE OF BARTLETT COMMITTEE MINUTES October 4, 2022

President Wallace asked if they all had garages in the back.

Mr. Cook stated from the street you will not see a garage, it is in the back of the home.

President Wallace stated he thought the veneer looked better from the lpad, he liked it.

Chairman Hopkins asked if the only entrance was on Naperville Rd. and if there were any other backup ways panned.

Ms. Stone stated it isn't really possible with the wetlands and railroads to the south.

Chairman LaPorte asked if there will be any modifications to Naperville Rd. for the entrance into the subdivision.

Dan Olsem with Crown Community Development stated there will be turn lanes as part of those improvements off of Naperville Rd.

Chairman Hopkins asked if there would be a sign that trucks entering or leaving when site work or construction is being done to guide them southbound on Naperville Road, and not go to the north.

Mr. Olsem stated that is part of the agreement. He asked if they could be moved directly to the board meeting on the 18th in order to meet their closing deadline.

This item was forwarded on to the Planning and Zoning Commission.

Southwind Business Park Lot 3 Resubdivision

Chairman Hopkins introduced the item.

President Wallace asked which lot would have the storage building.

Ms. Stone stated it's the western lot.

President Wallace stated he would like to see a retail business on the main street vs. the storage facility.

Ms. Stone stated the development agreement allowed for industrial uses such as this on the entire property.

Chairman Suwanski confirmed the location of the storage facility.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
October 4, 2022**

This item was forwarded on to the Planning and Zoning Commission for further review.

Southwind Self Storage Site Plan Review

Chairman Hopkins introduced the item.

Chairman LaPorte asked about the landscaping variance and whether everything else along the perimeter would be maintained.

Ms. Stone stated our ordinance requires a minimum of 4ft. wide landscape area around the entire perimeter of the building. Because they are having drive-in doors along the perimeter, they couldn't put in the landscaping so they put landscaping in on the corners to meet the intent. They are still putting the landscaping on the perimeter of the site.

Chairman Hopkins stated he thinks there is a need for this and residents in Bartlett will opt to use this facility just based on the location itself. He would rather have retail, but this is the use before the board.

President Wallace asked if it was a nationwide storage place.

Architect Jeff Budgell stated it is a national organization that will run it. It is not a 24-hour site. The facility is extremely well lit and there are security cameras. The materials are very high end and the total height of the building is approximately 20 feet. There is not a request for a variance on height. Additionally, this use has an extremely low traffic count and on a busy day they get 8-10 visitors a day.

Chairman Hopkins asked about the colors.

Mr. Budgell stated the corners will be green and the colors between are a variation of different grays. They are corporate colors.

President Wallace stated he is concerned about the way it will look when going down Rt. 25.

Chairman Gunsteen asked what the exterior material was.

Mr. Budgell stated they are insulated metal panels.

Chairman Hopkins asked what the name on the material was.

Mr Budgell stated it is called Kingspan, metal panels.

President Wallace asked about the hours.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
October 4, 2022**

Mr. Budgell stated typically there would be one employee on site during normal business hours. If they need to get in after hours, they will need to make arrangements with the facility.

Chairman Gandsey asked what the facility held.

Mr. Budgell stated it is self-storage.

Chairman Hopkins asked if there was access from outside.

Mr. Budgell stated there are garage doors, but they are not able to get into the building from there. They will face east, south and west.

Chairman LaPorte liked that there was no fence.

Chairman Gunsteen stated this is going to be big. There is definitely a need for it. A gas station was recently built in the area and we fought to have stone columns on all of the canopy columns so as much as he likes this, it is a lot of metal without having some architectural cast stone or something to soften it. He thinks it should look more retail with perhaps some fake windows and stone columns.

Mr. Budgell stated there are windows on almost every corner. They are illuminated at night.

Chairman Hopkins suggested more windows along Rt. 25 to make it look more retail.

Chairman Gunsteen stated he just thinks it looks very cold and commercial looking.

Chairman Gandsey asked if there are any locations in the brand that have different facades.

Mr. Budgell stated there are instances where they use precast concrete panels. He is not aware of units that have masonry on them.

President Wallace asked how tall the truck stop on the corner is and stated he assumes the lot is lower on the corner.

Ms. Stone stated she thinks its around 15-20 feet.

Mr. Budgell stated he believes this site is considerably lower.

Chairman Hopkins stated a diesel canopy has to be at least 20 feet tall to the top.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
October 4, 2022**

President Wallace stated he thinks it looks okay. He is not thrilled with the use, but we have been trying to get something there forever.

Chairman Suwanski asked about signage.

Mr. Budgell stated there will only be signage on the building. The access to this is off of Benchmark, not Rt. 25.

This item was forwarded on to the Planning and Zoning Commission.

COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GANDSEY
Community Branding RFP

Chairman Gandsey introduced the item.

Economic Development Coordinator Tony Fradin stated the RFP incorporates several elements of the strategic plan. We had several meetings at the Economic Development Commission (EDC) last year and the RFP morphed from starting off as an economic development tool, to promoting more community events and local business. It would not be used just for business recruitment but also for retention. This would also step up our marketing with videos, more materials for trade shows, new imagery and a new slogan. Its goals would be to increase awareness of our identity and increase tourism from other communities. It would also be used to reach out to businesses that are looking to move and be used as a business attraction tool and something that we can put in front of a lot of investors as well. The draft RFP is fairly broad and staff would like to hear any comments you have and we are hoping to send it out in the next couple weeks.

Chairman Deyne asked if we got some sort of budgetary number we are operating in.

Mr. Fradin stated that they added about \$20,000 to the advertising campaign. When we started looking into it, we discovered that many communities that do this engage with firms for multiple years, so we wanted to make sure we budgeted for it. Other communities that have engaged in this effort have spend \$5,000 for a logo and a slogan and the firms that get into video production and design of materials can run \$15,000- \$35,000 per year.

Chairman Deyne stated he sees this as being a more advanced campaign.

Chairman Hopkins asked if this firm will identify the need for a TIF District along Lake St. and portions of downtown and help us understand what we could do if a TIF District was created.

Mr. Fradin stated this would be a separate project from looking at a TIF. If we move forward on that, we would use a specific TIF consulting firm that specializes in TIF law



VILLAGE OF BARTLETT COMMITTEE MINUTES October 4, 2022

and redevelopment plans. However, it could tie together during the course of the branding campaign being that it will promote development opportunities in the town.

Chairman Gandsey stated one suggestion she had since it seems to be marketing to everything, she wants them to list who they plan to market to for economic development for example. It seems like we need content that's very targeted for these developers so that it is consistent and has the data they need to make a decision.

Mr. Fradin stated we tried to address that in the RFP with some of it being economic development related and business attraction related. It is hard to develop a brand that incorporates recruitment, industrial and special events.

Ms. Schumacher stated one of the things we discussed as a staff and with the EDC was that we want this to be flexible. We want to use it over a number of years. We want the same overlook, but more refined for the residential component then more refined for the business development or business retention. We are asking them to give us something that we can adjust.

Chairman LaPorte confirmed that the RFP is to find a firm that is qualified to put a plan together for us. Step #2 would be the requirements or what we are looking for and propose a budget. He said last week, the bike path consultant laid out a program for the next 25 years and he liked the separate tiers of services based on a specific funding level, but confirmed that right now we are only looking for a firm.

Mr. Fradin stated yes, a firm that has municipal branding experience.

Chairman LaPorte stated then why do we have a dollar sign here if they are to present us with options.

Mr. Fradin stated this is the first step in the process in terms of identifying who is out there with the expertise and what the various costs would be on these line items. We do not have to go with every single item that they propose. We just want to have some choice on who we engage with on this important project.

Assistant Village Administrator Scott Skrycki stated this is a multiyear campaign and we had to attach a budget to get the ball rolling, so if we see a firm that we think is a good fit, we can work internally to discuss pricing of certain items and services.

Chairman LaPorte asked if that was what we did with the bike path.

Ms. Stone stated that was a grant that the village received. CMAP gave us the grant and selected the consultant.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
October 4, 2022**

Chairman Suwanski asked if we will receive proposals from these companies, are we committed to go with any of these groups at this point.

Ms. Schumacher stated we envision getting the RFP's back, presenting them to the EDC to see what they narrow it down to. Then it would go back to you, but we always leave the door open to reject everyone.

Chairman Suwanski asked if we think we are lacking in event promotion.

Ms. Schumacher stated she doesn't think so in event promotion, but creating a more cohesive feel for the community in general. This last weekend we had about 6 events in town so nothing will incorporate all of those events, but an overall umbrella is what we are looking at.

Chairman Suwanski asked what communities we looked at when looking to define what we are looking at.

Mr. Fradin stated some of them focus more on business and some more on community. We looked at Elk Grove Village, Elmhurst, Glen Ellyn, the group we are a part of "Access O'Hare West" that hired a branding firm. This RFP is what we hope is taking some of the better elements of these RFP's we reviewed and combining the best parts.

Chairman Deyne asked what the timeline is.

Mr. Fradin stated we typically like to give them 6 weeks or so.

Chairman Gunsteen asked how many firms we anticipate sending it to.

Mr. Fradin stated between 8-12.

Chairman Gunsteen asked how we anticipate narrowing that down to three finalists.

Mr. Fradin stated he hopes the EDC will help with that.

Chairman Gunsteen stated he would like it to be narrowed down to three and then see how they match up with the boards opinions on a direction.

Chairman Deyne stated he thought it might be similar to how we interviewed our insurance agencies.

Chairman Hopkins asked if we have done anything like this before.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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Mr. Fradin stated yes, in 2005. There was really one consulting firm that worked with most of the towns at that time. That is where the Never Far Away slogan came from, but there was not an RFP released at that time.

Chairman Hopkins asked if we found value in that.

Mr. Fradin stated we did and we used it in a lot of marketing materials. It became pretty recognized in the Chicago market.

Chairman Gunsteen stated whoever we select, he would like to make sure we have a way to track the ROI of it.

Chairman Gandsey stated that should be in their reports.

Chairman LaPorte stated another thing we should include is future trends so we can be ahead of the curb instead of catching up, similarly to evaluating our technology needs. We need a firm that has foresight.

Mr. Fradin stated we added some language to that affect.

Chairman LaPorte stated he thinks it is a good idea since we haven't done anything since 2005.

Chairman Gandsey asked if we should also consider if there is a marketing and public relations component to know what they would suggest. There is a site called "only in your state" with videos and blogs that are placed there. Are we envisioning that this will include helping with placement or writing to promote Bartlett?

Mr. Fradin stated yes, it goes beyond just the development of slogans and logos, but helps with placement and the marketing ad copy.

President Wallace asked what the purpose was and he agreed with Chairman Gandsey that we need to make sure different areas of branding are doing what they are supposed to do, but he is not sure why they need it, given that the industrial park is almost full and every community event that we have is almost packed. He stated he thinks "Progress with Pride" can carry on for eternity. He isn't too sure on what the goal of this project is.

Ms. Schumacher stated we would not change "Progress with Pride." Additionally, this grew out of the strategic plan process we did with the village and one of the guiding forces in this was not so much of what are you today, but what are you tomorrow and not only your recruitment but your retention. We want businesses to expand and grow here.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
October 4, 2022**

Chairman Hopkins stated he thinks he agrees with staff and it will educate us on where our failures have been and if we don't see value in it, we do not have to select anybody. He looks at it as an educational experience.

Chairman Suwanski wanted our welcoming signs to be more visible when you come into town.

The community branding RFP will be issued.

FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
Proposed 2022 Property Tax Levy

Chairman Deyne introduced the item.

Finance Director Todd Dowden presented the attached presentation. Below are any questions during the presentation.

President Wallace asked what the amount of total pension funds was for the police.

Mr. Dowden stated we topped out at about \$60,000,000 and we are at about \$55,000,000 now.

Chairman Suwanski asked if the bonds that we restructured at the beginning of the year are reflected in our levy.

Mr. Dowden stated those adjusted the 2021 levy because we had debt service in 2022. Last year they reduced the levy about \$55,000. After it was approved and then when we did the refunding, we went back and abated more taxes before the property taxes went out.

Chairman Suwanski asked if the police pension from about 2012 to 2022 nearly doubled. And do we anticipate it doubling in the next ten years.

Mr. Dowden stated that is correct. The real issue is that we are 73% funded so we are required to get that caught up. We are about \$11-15 million short of reaching 90% funded. The investment returns are the bulk of the funding. Last year with the 25% returns, our funding level went way up, but when we have a return of -4%, and we are assuming we will return 6.75%, that is almost a 10% short fall on \$55 million. That is where the property taxes take a hit. We do smooth the investment returns over three years so the levy doesn't go up and down as much. The amount we pay on pensions will not change, but the sooner we fund it, the more we will make on investment returns.

Chairman Suwanski asked if 73% funded was pretty good in comparison.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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Mr. Dowden stated it is a lot better than the state and Chicago funds.

President Wallace stated that he thinks in 2012, the number of sworn officers was lower and the actuarial was probably much different than it is now.

Mr. Dowden stated we had a significantly higher assumed rate of return. Right now we have 41 pensioners. We have added 4 officers, but those positions are vacant right now.

President Wallace asked if the 6 that retired were early retirees.

Mr. Dowden stated, no.

Ms. Schumacher stated that we are finding that there is a spike because we hired them under the COPS grant, including our former chief of police and that was when we were really growing. We had a lot of officers hired with the COPS grant and all hit 50 years old near the same time so we have a little bit of a bubble too.

President Wallace confirmed that we were going to pull another \$150,000 out of the general fund. He asked if the balance of the general fund was above or below our policy.

Mr. Dowden stated we are at about 50% right now. Our policy is 25-30% plus some additional for retainage. This last fiscal year, the state underestimated the amount of income tax we would receive. Our use tax shifted to sales tax and that did not reduce as much as we estimated. We ended up about \$2 million over what we budgeted last year.

President Wallace asked why we wouldn't pay off the entire deficit of the police pension. If we are short \$178,000 and we are going to take a portion from the general fund, why wouldn't we just pay the full \$360,000 and keep the levy even.

Mr. Dowden stated we could do that. We would probably have an increase the following year so if you don't take it from the general fund next year when there isn't a surplus then you are going to have a bigger jump in the levy.

President Wallace stated that does not make any sense to him since we have an extraordinary amount in the general fund. Why wouldn't we pay off the \$178,000.

Chairman Suwanski asked if we took money from the general fund for this recently.

Mr. Dowden stated we did in 2019. We also had a surplus in revenue that year.

Chairman Suwanski agreed with President Wallace.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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President Wallace stated he preferred for it to go into the police pension.

Mr. Dowden confirmed he wanted to keep the levy the same as the prior year.

Chairman Gandsey asked if there would be a big increase in the future.

President Wallace stated that is speculative.

Mr. Dowden stated he is not in favor of leaving a huge amount in the general fund above our policy.

Mr. Dowden stated our policy states we can use that money for capital projects and we could transfer it to the municipal building fund for future projects too.

Chairman Hopkins asked if we can use the money in the general fund to reduce the water rate.

Ms. Schumacher stated no.

Mr. Dowden stated we normally do not use that money for operating expenses. We are planning to use the stimulus money for capital projects which will help keep the rates from increasing due to capital projects.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:54 p.m.

Samuel Hughes
Deputy Village Clerk

Village of Bartlett



2022 Property Tax Levy

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Village of Bartlett 2022 Property Tax Levy Background

- Village levies a Property Tax for 3 purposes:
 - ✓ To help fund General Fund operating expenditures
 - ✓ To pay for Principal and Interest on General Obligation Bonds
 - ✓ To pay for the Villages contribution to the Police Pension Fund

- Village is a multi-county municipality and levies a tax that is distributed to 3 counties.
 - ✓ Cook (38.83% of "burden")
 - ✓ DuPage (60.74% of "burden")
 - ✓ Kane (0.43% of "burden")

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Village of Bartlett 2022 Property Tax Levy Background

- The current years budget process drives the tax levy. The following chart shows the timeline for this tax levy:

Date	Levy Cycle
April 2022	Village Board approves budget
May 1, 2022	Budget year begins
Fall 2022	Village Board conducts public hearing and approves tax levy
March 2023 through December 2023	Village receives Cook County taxes
June 2023 through November 2023	Village receives DuPage and Kane County taxes

- The tax levy **MUST** be filed with the County Clerks office by no later than the last Tuesday in December.

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2022 Property Tax Levy



Proposed Levy Compared to Prior Year's Extension

	2022	2021	Increase (Decrease)	Percent Change
	Proposed Levy	Estimated Extension		
General Corporate	6,519,094	6,596,890	(77,796)	-1.18%
Police Pension	2,372,796	2,229,303	143,493	6.44%
Subtotal	8,891,890	8,826,193	65,697	0.74%
Debt Service	2,896,822	2,966,841	(70,019)	-2.36%
TOTAL	11,788,712	11,793,034	(4,322)	-0.04%

Village of Bartlett

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2022 Property Tax Levy



Proposed Levy Compared to Prior Year's Levy

	2022			
	Proposed Levy	2021 Levy	Increase (Decrease)	Percent Change
General Corporate	6,519,094	6,519,094	0	0.00%
Police Pension	2,372,796	2,203,621	169,175	7.68%
Subtotal	8,891,890	8,722,715	169,175	1.94%
Debt Service	2,896,822	2,887,584	9,238	0.32%
TOTAL	11,788,712	11,610,299	178,413	1.54%

Village of Bartlett

2022 Property Tax Levy



Proposed Debt Service Levy and Abatements

	2022		
Bond Issue	Proposed Levy	Proposed Abatement	Net Levy
2016 GO Bonds	765,775	0	765,775
2017 GO Bonds	315,400	(69,084)	246,316
2019 GO Bonds	1,542,400	(557,150)	985,250
2021A GO Bonds	1,129,900	(1,129,900)	0
2021B GO Bonds	532,808	0	532,808
2022A GO Bonds	366,673	0	366,673
TOTAL	4,652,956	(1,756,134)	2,896,822

Village of Bartlett

2022 Property Tax Levy



Levy History			
Year	General	Police Pension	Debt Service
2012	7,058,094	1,208,649	1,524,538
2013	6,558,094	1,152,526	1,680,000
2014	6,433,094	1,231,270	1,680,000
2015	6,433,094	1,152,049	1,680,334
2016	6,433,094	1,254,636	2,866,547
2017	6,433,094	1,377,155	3,122,938
2018	6,433,094	1,583,071	3,133,855
2019	6,433,094	1,730,426	3,085,405
2020	6,433,094	2,067,903	2,942,475
2021	6,519,094	2,203,621	2,887,584
2022	6,519,094	2,372,796	2,896,822

Village of Bartlett

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2022 Police Pension Tax Levy



Levy History		
Fiscal Yr	\$ Amount	Annual Return
2012	1,208,649	9.20%
2013	1,152,526	8.90%
2014	1,231,270	7.70%
2015	1,152,049	7.25%
2016	1,254,636	4.18%
2017	1,377,155	7.75%
2018	1,583,071	6.06%
2019	1,730,426	8.87%
2020	2,067,903	4.36%
2021	2,203,621	25.68%
2022	2,372,796	-3.77%

Village of Bartlett

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2022 Police Pension Tax Levy



- Annual Required Contribution \$2,522,796:
 - ✓ Total increase of \$319,175 to contribution from prior year
 - ✓ Proposing to use \$150,000 from General Fund
 - ✓ \$133,087 increase due to assumed investment rate reduction
 - ✓ Six service and one disability retirements
 - ✓ Seven new hires to Tier 2, 30 out of 58 actives are tier 2
 - ✓ Assets transferred to the State consolidated fund March 1, 2022

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2022 Property Tax Levy



Equalized Assessed Value (EAV) History

Year	EAV	Increase	% Change
2012	1,097,765,218		
2013	959,330,352	(138,434,866)	-12.61%
2014	950,037,843	(9,292,509)	-0.97%
2015	957,991,785	7,953,942	0.84%
2016	1,051,280,552	93,288,767	9.74%
2017	1,079,697,040	28,416,488	2.70%
2018	1,098,395,911	18,698,871	1.73%
2019	1,166,637,184	68,241,273	6.21%
2020	1,192,392,648	25,755,464	2.21%
*2021	1,226,608,304	34,215,656	2.87%
*2022	1,288,559,617	61,951,313	5.05%

*Estimate

Village of Bartlett

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2022 Property Tax Levy



Cook County

Estimated 2022 Property Tax Rate - Cook County

Burden	38.83%				
EAV	457,443,572				
		Loss	County		
	Total Levy	Allowance	Burden	Tax Rate	
General Corporate	6,519,094	195,573	2,607,305	0.5700	
Police Pension	2,372,796	71,184	948,997	0.2075	
Subtotal	8,891,890	266,757	3,556,302	0.7774	
Debt Service	2,896,822	144,841	1,181,078	0.2582	
TOTAL	11,788,712	411,598	4,737,380	1.0356	
			2021 Rate Estimate	1.1036	
			Rate Decrease	(0.0680)	

Rate Estimate

Village of Bartlett

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2022 Property Tax Levy



DuPage County

Estimated 2022 Property Tax Rate - DuPage County

Burden	60.74%				
EAV	824,662,756				
		Loss	County		
	Total Levy	Allowance	Burden	Tax Rate	
General Corporate	6,519,094	65,191	3,999,295	0.4850	
Police Pension	2,372,796	23,728	1,455,649	0.1765	
Subtotal	8,891,890	88,919	5,454,944	0.6615	
Debt Service	2,896,822	28,968	1,777,125	0.2155	
TOTAL	11,788,712	117,887	7,232,069	0.8770	
			2021 Rate	0.8925	
			Rate Decrease	(0.0155)	

Rate Estimate

Village of Bartlett

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2022 Property Tax Levy



Estimated 2022 Property Tax Rate - Total			
EAV	1,288,559,617		
		Loss	
	Total Levy	Allowance	Tax Rate
General Corporate	6,519,094	65,191	0.5110
Police Pension	2,372,796	25,228	0.1861
Subtotal	8,891,890	90,419	0.6971
Debt Service	2,896,822	28,968	0.2271
TOTAL	11,788,712	119,387	0.9241
		2021 Rate	0.9534
		Rate Decrease	(0.0293)

Rate Estimate

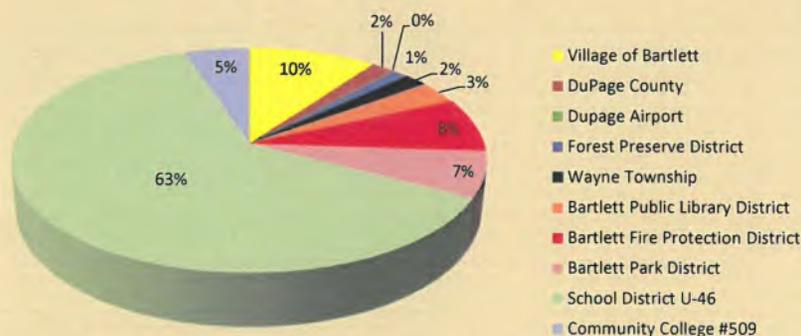
Village of Bartlett

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2022 Property Tax Levy



DuPage Tax Rates 2021



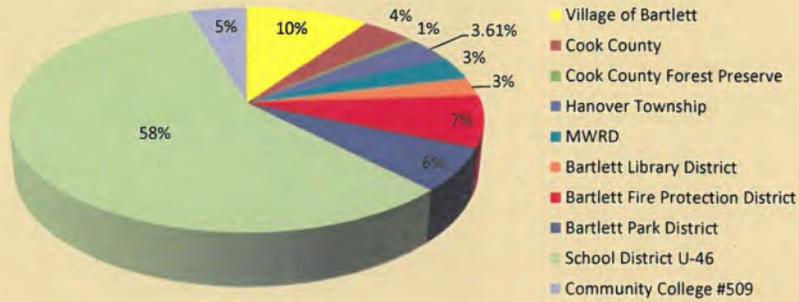
Village of Bartlett

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2022 Property Tax Levy

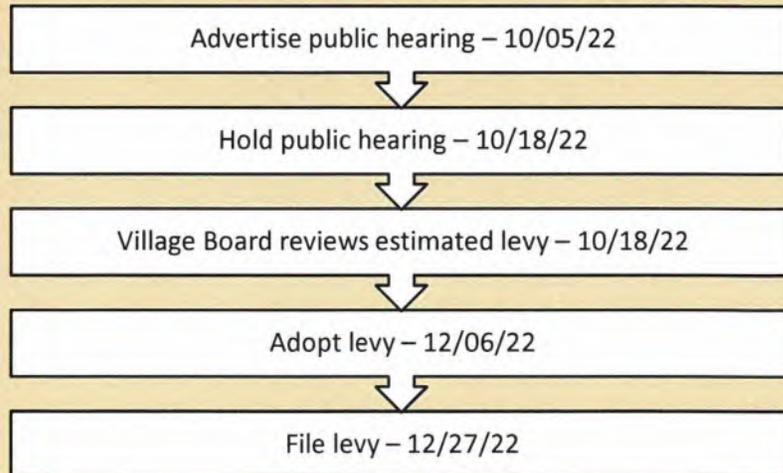


Cook Tax Rates 2020



Village of Bartlett

2022 Property Tax Levy



Village of Bartlett

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - OCT 2022	325,078.24
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - OCT 2022	4,448.87
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - OCT 2022	16,448.55
INVOICES TOTAL:		345,975.66

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	207.29
INVOICES TOTAL:		207.29

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRAIN'S CHICAGO BUSINESS	SUBSCRIPTION RENEWAL	169.00
INVOICES TOTAL:		169.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	83.05
1 WAREHOUSE DIRECT	SHEET PROTECTORS	48.63
INVOICES TOTAL:		131.68

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ICMA/IML CONFERENCE FEES	1,451.00
1 PAULA SCHUMACHER	TRAVEL EXPENSE REIMBURSEMENT	229.06
INVOICES TOTAL:		1,680.06

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ILCMA MEMBERSHIP DUES	178.75
INVOICES TOTAL:		178.75

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 4IMPRINT	MUGS FOR 2022 COCOA CRAWL	1,567.12
** 1 CARDMEMBER SERVICE	EVENT PERMIT/ARTS IN BART DONATION	131.13
1 PAM ROHLEDER	FALL DECORATIONS/WELCOME SIGNS	90.93
INVOICES TOTAL:		1,789.18

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022**

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	1,030.79
1 LESLIE GODDARD	HISTORY MUSEUM SPEAKER FEE	350.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	56.85
	INVOICES TOTAL:	1,437.64

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	AIRFARE/ZOOM MEETING FEES	1,262.01
1 COMCAST	CABLE SERVICE	31.60
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	106.81
	INVOICES TOTAL:	1,400.42

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	17,896.00
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,007.06
	INVOICES TOTAL:	21,828.06

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	MAGNOLIA PARK REVIEW	195.00
1 HAMPTON LENZINI AND RENWICK INC	STORAGE STORMWATER REVIEW	487.50
1 HAMPTON LENZINI AND RENWICK INC	SCHIFERL ENG/STORMWATER REVIEW	1,322.50
1 HAMPTON LENZINI AND RENWICK INC	PROJECT WARRIOR REVIEW	2,995.00
1 HAMPTON LENZINI AND RENWICK INC	GRAHAM ENG/STORMWATER REVIEW	3,027.50
1 HAMPTON LENZINI AND RENWICK INC	GRASSLAND TOWNHOWES REVIEW	3,462.50
1 V3 COMPANIES LTD	W BARTLETT RD ENGINEERING REVIEW	1,021.25
	INVOICES TOTAL:	12,511.25

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	JULY DEDUCTIBLE	31,972.08
	INVOICES TOTAL:	31,972.08

1400-FINANCE

522400-SERVICE AGREEMENTS

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022

1 QUADIENT INC	POSTAGE METER LEASE PAYMENT	475.38
	INVOICES TOTAL:	475.38

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CHAIRMAT	238.39
	INVOICES TOTAL:	238.39

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	BC TIF PAYOUT	23.96
	INVOICES TOTAL:	23.96

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA CONFERENCE REGISTRATIONS	505.00
	INVOICES TOTAL:	505.00

1500-PLANNING & DEV SERVICES

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICE	81.00
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICES	1,366.20
	INVOICES TOTAL:	1,447.20

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB'S AUTO BODY INC	VEHICLE MAINTENANCE	1,674.65
	INVOICES TOTAL:	1,674.65

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	10.77
	INVOICES TOTAL:	10.77

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	50.00
	INVOICES TOTAL:	50.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 3 PETTY CASH	PETTY CASH REIMBURSEMENT	25.00
	INVOICES TOTAL:	25.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 4 PETTY CASH	PETTY CASH REIMBURSEMENT	20.56
1 WELCH BROS INC	PARKING BUMPER BLOCKS	1,220.80
	INVOICES TOTAL:	1,241.36

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELINEUP LLC	SOFTWARE MAINTENANCE RENEWAL	600.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	72.02
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	287.12
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	253.60
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	722.39
1 VERIZON WIRELESS	WIRELESS SERVICES	1,312.02
	INVOICES TOTAL:	4,482.15

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ID NETWORKS	ANNUAL SERVICE AGREEMENT	11,745.00
	INVOICES TOTAL:	11,745.00

525400-COMMUNICATIONS - DUCOMM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	FACILITY LEASE/OPERATING COSTS	8,678.45
1 DU-COMM	QUARTERLY DUES	173,976.25
	INVOICES TOTAL:	182,654.70

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	772.00
1 ITSAVVY	REPLACEMENT ZEBRA PRINTER	656.94
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	36.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	561.61
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	172.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	381.20
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	192.21
	INVOICES TOTAL:	2,831.81

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	1,947.20

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022

1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REPLACEMENT	164.19
INVOICES TOTAL:		2,111.39

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	MAVERICK GROOMING FEES		65.00
	1 MICHAEL KMIETEK	LUTHER K9 FOOD		146.24
	1 MARK DRUGS PHARMACY	LUTHER K9 MEDICINE		198.00
**	1 SAM'S CLUB	MATERIALS & SUPPLIES		255.68
	1 WAREHOUSE DIRECT	INK CARTRIDGE		122.79
	1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES		38.92
INVOICES TOTAL:				826.63

530110-UNIFORMS

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
	1 RAY O'HERRON CO INC	BODY ARMOR		661.49
	1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES		63.79
	1 RAY O'HERRON CO INC	5-STAR HAT		99.07
	1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES		42.69
	1 STREICHER'S INC	KNIT HATS		62.97
INVOICES TOTAL:				930.01

530115-SUBSCRIPTIONS/PUBLICATIONS

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
	1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION		231.37
	1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION		231.37
INVOICES TOTAL:				462.74

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
	1 WAREHOUSE DIRECT	USB DRIVES/OFFICE SUPPLIES		230.94
INVOICES TOTAL:				230.94

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	SEMINAR REGISTRATION FEE		175.00
	1 NORTH EAST MULTI-REGIONAL	TRAINING FEES		350.00
	1 NORTH EAST MULTI-REGIONAL	TRAINING FEES		70.00
INVOICES TOTAL:				595.00

542000-PLANNING & RESEARCH

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
	1 CALEA	ANNUAL CONTINUATION FEE		4,646.00
INVOICES TOTAL:				4,646.00

542810-SAFETY PROGRAM EXPENSES

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022

**	1 CARDMEMBER SERVICE	CPR AED ECARDS	255.00
			INVOICES TOTAL: 255.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP RENEWAL/R SWEENEY	125.00
1 DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP RENEWAL/K RYBASKI	125.00
1 DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP RENEWAL/T ALAGNA	125.00
		INVOICES TOTAL: 375.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOCK SAFETY	EQUIPMENT SERVICE AGREEMENT	8,750.00
		INVOICES TOTAL: 8,750.00

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	EQUIPMENT RENTAL	200.00
1 COMCAST	CABLE SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	307.81
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	237.92
		INVOICES TOTAL: 783.84

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	20.19
1 NICOR GAS	GAS BILL	166.44
1 NICOR GAS	GAS BILL	60.77
1 NICOR GAS	GAS BILL	159.97
1 NICOR GAS	GAS BILL	163.57
		INVOICES TOTAL: 570.94

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	87.75
1 ELGIN CHRYSLER	VEHICLE MAINTENANCE	1,519.10
1 FLEETPRIDE	VEHICLE MAINTENANCE	287.97
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	37.84
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	40.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	920.00
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	320.00
		INVOICES TOTAL: 3,212.66

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022**

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MUSCAT PAINTING & DECORATING	PAVEMENT GRAFFITI REMOVAL	878.00
1 RUBINO ENGINEERING INC	SOIL/STOCKPILE TESTING	1,000.00
INVOICES TOTAL:		1,878.00

527110-SVCS TO MAINTAIN TRAFFIC SIGS

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

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
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE SERVICES	3,286.00
1 UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE/OCT 2022	4,885.00
INVOICES TOTAL:		11,658.50

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRACING SYSTEMS - NORTH	MAINTENANCE SUPPLIES	31.80
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,042.50
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,625.00
1 EDWARD FRITZ	PUBLIC SIDEWALK REPLACEMENT	960.00
1 JOHN HEUN	PUBLIC SIDEWALK REPLACEMENT	640.00
1 WELCH BROS INC	REBAR	325.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	40.76
INVOICES TOTAL:		5,665.06

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DESK CHAIR/DOORKNOB BAGS	69.29
1 AMAZON CAPITAL SERVICES INC	DESK CHAIRS	291.36
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	470.08
1 WAREHOUSE DIRECT	BINDERS/PAPERTOWELS/SUPPLIES	39.34
INVOICES TOTAL:		870.07

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	517.30
INVOICES TOTAL:		517.30

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	92.73

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022**

INVOICES TOTAL: 92.73

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	CHAINSAW SUPPLIES	39.15
1 GRAINGER	AIR FILTERS	62.88
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	176.95
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	218.38
<u>INVOICES TOTAL:</u>		<u>497.36</u>

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	219.00
1 GRIMCO INC	MAINTENANCE SUPPLIES	1,366.45
<u>INVOICES TOTAL:</u>		<u>1,585.45</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA CANCELLED REGISTRATION	-143.33
<u>INVOICES TOTAL:</u>		<u>-143.33</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	WINDING CREEK PHASE 2 & 3	3,004.00
1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NATIVE BASINS	263.70
1 WELCH BROS INC	GRAVEL PURCHASE	840.00
<u>INVOICES TOTAL:</u>		<u>4,107.70</u>

574800-TREE PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAF TREE CARE INC	FIRST DRAFT/FORESTRY MGMT PLAN	3,500.00
1 GRAF TREE CARE INC	FIELD INSPECTION/OPINION REPORT	300.00
1 GRAF TREE CARE INC	TREE FIELD VISITS/INSPECTIONS	300.00
<u>INVOICES TOTAL:</u>		<u>4,100.00</u>

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HARD ROCK CONCRETE CUTTERS INC	SIDEWALK CUTTING SERVICES 2022	50,862.91
<u>INVOICES TOTAL:</u>		<u>50,862.91</u>

4300-DEVELOPER DEPOSITS EXPENDITURE

585035-GOLF IRRIGATION SYSTEM

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022**

1 ERIK CHRISTIANSEN DESIGN	IRRIGATION DESIGN DEVELOPMENT	15,750.00
	<u>INVOICES TOTAL:</u>	<u>15,750.00</u>

4420-59 & LAKE EXPENDITURES

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SVN LANDMARK COMMERCIAL REAL ESTATE	CONTRACT PAYMENT	11,140.50
	<u>INVOICES TOTAL:</u>	<u>11,140.50</u>

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - AUGUST 22	563,915.52
	<u>INVOICES TOTAL:</u>	<u>563,915.52</u>

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA PHONE SERVICE	37.66
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>14,177.91</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	307.81
	<u>INVOICES TOTAL:</u>	<u>307.81</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	2,280.90
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	4,081.04
	<u>INVOICES TOTAL:</u>	<u>6,361.94</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	SOURCE WATER PROJECT	1,800.26
	<u>INVOICES TOTAL:</u>	<u>1,800.26</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,251.38
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,055.45
1 NICOR GAS	GAS BILL	50.04
1 NICOR GAS	GAS BILL	55.91
1 NICOR GAS	GAS BILL	61.67

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022

INVOICES TOTAL: 4,474.45

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	37.84
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	90.00
		<u>INVOICES TOTAL: 127.84</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	385.64
1 RUBINO ENGINEERING INC	SOIL/STOCKPILE TESTING	1,000.00
		<u>INVOICES TOTAL: 1,385.64</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DESK CHAIR/DOORKNOB BAGS	69.29
1 AMAZON CAPITAL SERVICES INC	DESK CHAIRS	291.36
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	44.21
1 WAREHOUSE DIRECT	BINDERS/PAPERTOWELS/SUPPLIES	39.35
		<u>INVOICES TOTAL: 444.21</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	972.62
		<u>INVOICES TOTAL: 972.62</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	92.74
		<u>INVOICES TOTAL: 92.74</u>

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	210.00
		<u>INVOICES TOTAL: 210.00</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA CANCELLED REGISTRATION	-183.33
1 ILLINOIS SECTION AWWA	FALL SEMINAR REGISTRATION	96.00
		<u>INVOICES TOTAL: -87.33</u>

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - AUGUST 22	36,196.20

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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INVOICES TOTAL: 36,196.20

5090-WATER CAPITAL PROJECTS EXP

581031-LEAK SURVEY/REPAIR

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	876.00
<u>INVOICES TOTAL:</u>		<u>876.00</u>

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	307.82
<u>INVOICES TOTAL:</u>		<u>307.82</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PACE ANALYTICAL SERVICES LLC	SAMPLE TESTING	43.44
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	774.86
<u>INVOICES TOTAL:</u>		<u>818.30</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	17,138.88
1 NICOR GAS	GAS BILL	51.51
1 NICOR GAS	GAS BILL	53.61
1 NICOR GAS	GAS BILL	162.84
1 NICOR GAS	GAS BILL	159.97
1 NICOR GAS	GAS BILL	50.91
1 NICOR GAS	GAS BILL	52.55
1 NICOR GAS	GAS BILL	161.86
1 NICOR GAS	GAS BILL	158.18
1 NICOR GAS	GAS BILL	50.81
1 NICOR GAS	GAS BILL	53.70
1 NICOR GAS	GAS BILL	52.58
1 NICOR GAS	GAS BILL	54.50
1 NICOR GAS	GAS BILL	51.80
<u>INVOICES TOTAL:</u>		<u>18,253.70</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FORCE AMERICA DISTRIBUTING LLC	VEHICLE MAINTENANCE	600.00
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	37.84
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	90.00
<u>INVOICES TOTAL:</u>		<u>727.84</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
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527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUBINO ENGINEERING INC	SOIL/STOCKPILE TESTING	1,000.00
INVOICES TOTAL:		1,000.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DESK CHAIR/DOORKNOB BAGS	69.29
1 AMAZON CAPITAL SERVICES INC	DESK CHAIRS	291.37
1 CALCO LTD	DEMINERALIZER	162.00
1 CORE & MAIN LP	MATERIALS & SUPPLIES	120.35
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	152.07
1 WAREHOUSE DIRECT	BINDERS/PAPERTOWELS/SUPPLIES	16.40
1 WAREHOUSE DIRECT	COFFEE	127.44
INVOICES TOTAL:		938.92

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	7,769.56
1 HAWKINS INC	CHEMICAL SUPPLIES	3,684.70
1 HAWKINS INC	CHEMICAL SUPPLIES	4,476.70
1 HAWKINS INC	CHEMICAL SUPPLIES	6,445.55
1 HAWKINS INC	CHEMICAL SUPPLIES	2,470.30
1 HAWKINS INC	CHEMICAL SUPPLIES	7,435.30
INVOICES TOTAL:		32,282.11

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIR ONE EQUIPMENT INC	SAFETY HARNESES	1,096.00
1 PRO CHEM INC	NITRILE GLOVES	729.30
INVOICES TOTAL:		1,825.30

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WEBCAMS	138.70
1 WAREHOUSE DIRECT	INK CARTRIDGE	35.79
INVOICES TOTAL:		174.49

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	12.22
1 FLOW-TECHNICS INC	PUMP INSTALLATION	5,873.00
1 GRAINGER	MAINTENANCE SUPPLIES	14.44
1 GRAINGER	MAINTENANCE SUPPLIES	14.40
1 GRAINGER	CHECK VALVE	591.23
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
1 WEBMARC DOORS INC	COMMERCIAL DOOR REPAIRS	346.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022

INVOICES TOTAL: 7,001.29

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA CANCELLED REGISTRATION	-183.34
		<u>INVOICES TOTAL:</u> <u>-183.34</u>

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/SEP 22	1,248.11
		<u>INVOICES TOTAL:</u> <u>1,248.11</u>

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEENAH FOUNDRY COMPANY	SOLID LIDS	5,920.00
1 NEENAH FOUNDRY COMPANY	ADJUSTING RINGS	399.00
		<u>INVOICES TOTAL:</u> <u>6,319.00</u>

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	2,039,405.97
		<u>INVOICES TOTAL:</u> <u>2,039,405.97</u>

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
		<u>INVOICES TOTAL:</u> <u>400.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	81.76
1 VERIZON WIRELESS	WIRELESS SERVICES	42.11
		<u>INVOICES TOTAL:</u> <u>123.87</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	METRA INTERNET SERVICE	64.79
		<u>INVOICES TOTAL:</u> <u>64.79</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
** 1 CARDMEMBER SERVICE	TRUGOLF ANNUAL SUBSCRIPTION	450.00
INVOICES TOTAL:		567.50

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE SYSTEM SPRINKLER REPAIRS	716.50
1 JENSEN'S PLUMBING & HEATING INC	A/C UNIT REPAIRS	986.75
INVOICES TOTAL:		1,703.25

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	407.26
1 NICOR GAS	GAS BILL	345.63
INVOICES TOTAL:		752.89

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HORNUNG'S GOLF PRODUCTS INC	CART KEY TAGS	173.20
INVOICES TOTAL:		173.20

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	138.12
INVOICES TOTAL:		138.12

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BANDANAS/OFFICE SUPPLIES	15.00
INVOICES TOTAL:		15.00

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BATTERIES PLUS BULBS	GOLF CART MAINTENANCE SUPPLIES	499.35
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	405.32
INVOICES TOTAL:		904.67

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	298.32
1 ADIDAS AMERICA INC	GOLF APPAREL	576.00
1 ADIDAS AMERICA INC	GOLF APPAREL	340.23
1 ADIDAS AMERICA INC	GOLF APPAREL	122.31

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 ADIDAS AMERICA INC	GOLF APPAREL	180.00
1 ADIDAS AMERICA INC	GOLF APPAREL	1,380.00
		INVOICES TOTAL: 2,896.86

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	62.22
1 NICOR GAS	GAS BILL	115.20
		INVOICES TOTAL: 177.42

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	138.12
		INVOICES TOTAL: 138.12

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOR GUARD INC	SOLAR PANEL	411.81
		INVOICES TOTAL: 411.81

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	44.78
1 PENDELTON TURF SUPPLY INC	MAINTENANCE SUPPLIES	172.00
		INVOICES TOTAL: 216.78

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	AIR GAUGE REPLACEMENT	101.66
		INVOICES TOTAL: 101.66

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	64.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
		INVOICES TOTAL: 129.83

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	JOB AD POSTINGS	104.91
		INVOICES TOTAL: 104.91

** Indicates pre-issue check.

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524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	57.60
INVOICES TOTAL:		57.60

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	87.34
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	81.75
INVOICES TOTAL:		169.09

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	STAFF SHIRTS	70.98
1 ADIDAS AMERICA INC	STAFF SHIRTS	80.00
1 DUSTIN BROOKS	CHEF COATS & PANTS	106.15
INVOICES TOTAL:		257.13

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BANDANAS/OFFICE SUPPLIES	47.19
INVOICES TOTAL:		47.19

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	200.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	222.41
1 EUCLID BEVERAGE LLC	BEER PURCHASE	100.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	124.02
1 GRECO AND SONS INC	FOOD PURCHASE	273.00
1 GRECO AND SONS INC	FOOD PURCHASE	231.42
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	375.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	154.67
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	425.72
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	104.38
1 TEC COFFEE & FOODS	COFFEE PURCHASE	200.00
INVOICES TOTAL:		2,410.62

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	609.62
1 ALSCO	LINEN SERVICES	316.37
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84

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VILLAGE OF BARTLETT
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INVOICES TOTAL: 1,029.83

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	JOB AD POSTINGS	104.92
<u>INVOICES TOTAL:</u>		<u>104.92</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	57.60
<u>INVOICES TOTAL:</u>		<u>57.60</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BANDANAS/OFFICE SUPPLIES	104.97
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	87.35
1 MLA WHOLESALE INC	FLOWERS	115.10
1 MLA WHOLESALE INC	FLOWERS	161.90
1 SIGNARAMA	WEDDING BANNERS	130.00
1 SIGNARAMA	WEDDING BANNER	65.00
<u>INVOICES TOTAL:</u>		<u>664.32</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	STAFF SHIRTS	108.18
1 ADIDAS AMERICA INC	STAFF SHIRTS	28.69
1 DUSTIN BROOKS	CHEF COATS & PANTS	106.15
<u>INVOICES TOTAL:</u>		<u>243.02</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	289.49
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	265.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	376.95
1 ELGIN BEVERAGE CO	BEER PURCHASE	200.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	131.85
1 GRECO AND SONS INC	FOOD PURCHASE	421.56
1 GRECO AND SONS INC	FOOD PURCHASE	224.43
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	1,065.97
1 IL GIARDINO DEL DOLCE INC	PASTRIES & COOKIES	158.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	67.75
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	1,165.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	964.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	47.75
<u>INVOICES TOTAL:</u>		<u>5,378.74</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	87.69
	INVOICES TOTAL:	87.69

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	100.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	89.28
1 EUCLID BEVERAGE LLC	BEER PURCHASE	166.05
1 EUCLID BEVERAGE LLC	BEER PURCHASE	65.90
1 GRECO AND SONS INC	FOOD PURCHASE	50.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	353.40
1 LAKESHORE BEVERAGE	BEER PURCHASE	92.96
1 LAKESHORE BEVERAGE	BEER PURCHASE	42.30
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	106.14
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	67.58
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	38.12
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	44.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	250.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	50.00
	INVOICES TOTAL:	1,515.73

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,859.00
	INVOICES TOTAL:	2,859.00

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	GIS AUTOMATION/MDM FEES	62.54
1 COMCAST	INTERNET SERVICE	91.90
1 SOLARWINDS	DAMEWARE ANNUAL MAINT RENEWAL	228.00
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,090.90
	INVOICES TOTAL:	2,473.34

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 MIDWEST MECHANICAL	EQUIPMENT MAINTENANCE	1,454.35
	INVOICES TOTAL:	1,693.95

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/18/2022

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	218.40
1 VERIZON WIRELESS	WIRELESS SERVICES	410.15
1 VERIZON WIRELESS	WIRELESS SERVICES	569.85
INVOICES TOTAL:		1,198.40

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	161.93
1 NICOR GAS	GAS BILL	636.75
INVOICES TOTAL:		798.68

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MICR-TONER CARTRIDGE	431.77
1 AMAZON CAPITAL SERVICES INC	IPAD CASE	6.95
1 AMAZON CAPITAL SERVICES INC	WEBCAMS	69.35
1 CENTURY PRINT & GRAPHICS	LETTERHEAD	329.75
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	325.90
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	71.36
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	284.30
INVOICES TOTAL:		1,519.38

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	1.49
INVOICES TOTAL:		1.49

900000-POOLED CASH & INVESTMENT FUND

100002-CASH - MONEY MARKET

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FISERV/BASTOGNE INC	FISERV ONLINE RETURN	183.60
INVOICES TOTAL:		183.60

GRAND TOTAL: 3,533,215.56

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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GENERAL FUND	682,314.83
MOTOR FUEL TAX FUND	50,862.91
DEVELOPER DEPOSITS FUND	15,750.00
59 & LAKE TIF FUND	11,140.50
WATER FUND	631,255.81
SEWER FUND	2,110,119.51
PARKING FUND	588.66
GOLF FUND	20,455.50
CENTRAL SERVICES FUND	10,544.24
POOLED CASH & INVESTMENT FUND	183.60
GRAND TOTAL	3,533,215.56

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2022/23 as of August 31, 2022

Fund	7/31/2022	Receipts	Disburse- ments	8/31/2022
General	23,020,714	1,665,277	1,915,582	22,770,408
MFT	5,406,156	145,410	5,028	5,546,539
Debt Service	1,540,122	98,555	0	1,638,678
Capital Projects	2,815,335	4,153	0	2,819,488
Municipal Building	1,006,835	198	0	1,007,033
Developer Deposits	2,445,618	2,463	0	2,448,081
59 & Lake TIF	0	0	0	0
BC Municipal TIF	1,572,019	72,944	42,865	1,602,098
Bluff City TIF Municipal	217,859	59	0	217,918
Water	5,973,515	1,311,224	783,644	6,501,094
Sewer	23,225,857	2,366,588	1,161,381	24,431,064
Parking	(168,846)	4,439	7,792	(172,199)
Golf	(466,681)	403,349	232,029	(295,361)
Central Services	865,897	121,527	98,232	889,192
Vehicle Replacement	3,777,633	99,223	0	3,876,856
TOTALS	71,232,031	6,295,410	4,246,553	73,280,889

Detail of Ending Balance					
	Cash	Investments	Assets/Liab.	Net	8/31/2022
	7,378,986	14,224,495	1,166,927		22,770,408
	2,459,708	2,215,721	871,110		5,546,539
	514,838	1,122,869	970		1,638,678
	13,368	29,156	2,776,963		2,819,488
	228,503	498,368	280,163		1,007,033
	95,112	1,756,442	596,527		2,448,081
	279,898	610,462	(890,360)		0
	512,632	1,118,058	(28,591)		1,602,098
	68,489	149,376	52		217,918
	2,479,366	5,407,315	(1,385,587)		6,501,094
	1,569,022	3,421,841	19,440,201		24,431,064
	0	0	(172,199)		(172,199)
	0	0	(295,361)		(295,361)
	240,066	523,588	125,538		889,192
	566,863	1,236,336	2,073,657		3,876,856
TOTALS	16,406,852	32,314,026	24,560,010		73,280,889

BC Project TIF	7,523,215	1,160,242	856,398	7,827,059
Bluff City Project TIF	748,552	204	0	748,756
Bluff City SSA Debt Srv.	495,252	761	0	496,012
Police Pension	52,871,102	2,408,860	235,488	55,044,474


 Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2022/23 as of August 31, 2022

Fund	Revenues			Expenditures			
	Actual	Current Year Budget	Percent	Actual	Current Year Budget	Percent	Prior YTD %
General	10,184,845	27,110,465	37.57%	8,415,221	30,083,547	27.97%	33.47%
MFT	575,607	2,105,128	27.34%	181,443	2,870,000	6.32%	2.90%
Debt Service	1,053,360	2,966,810	35.50%	336,738	2,962,167	11.37%	16.34%
Capital Projects	10,416	2,763,462	0.38%	0	500,000	0.00%	0.00%
Municipal Building	1,127	2,004,200	0.06%	0	476,000	0.00%	0.12%
Developer Deposits	9,769	172,500	5.66%	0	241,958	0.00%	0.00%
Bluff City SSA	1,878	947,509	0.20%	29,413	981,925	3.00%	4.34%
59 & Lake TIF	0	61,000	0.00%	0	61,000	0.00%	0.00%
Bluff City Municipal TIF	47,547	60,100	79.11%	0	105,000	0.00%	0.00%
Bluff City Project TIF	740,765	2,100,500	35.27%	0	2,100,000	0.00%	0.00%
Brewster Creek Municipal TIF	557,698	1,015,500	54.92%	203,599	2,119,354	9.61%	18.27%
Brewster Creek Project TIF	4,751,661	8,055,000	58.99%	1,064,798	8,052,000	13.22%	11.98%
Water	4,399,396	12,812,500	34.34%	2,414,927	14,582,092	16.56%	23.98%
Sewer	6,301,860	22,710,000	27.75%	3,878,859	22,722,961	17.07%	8.21%
Parking	18,636	50,000	37.27%	35,702	239,902	14.88%	17.92%
Golf	1,431,562	2,507,558	57.09%	1,007,586	2,496,920	40.35%	36.35%
Central Services	486,515	1,456,154	33.41%	496,266	1,553,135	31.95%	31.07%
Vehicle Replacement	290,989	704,992	41.28%	451,626	989,000	45.66%	0.00%
Police Pension	409,727	7,061,621	5.80%	945,266	3,487,530	27.10%	13.90%
Subtotal	31,273,359	96,664,999	32.35%	19,461,443	96,624,491	20.14%	18.55%
Less Interfund Transfers	(1,683,107)	(4,772,975)	35.26%	(1,683,107)	(4,772,975)	35.26%	33.16%
Total	29,590,252	91,892,024	32.20%	17,778,337	91,851,516	19.36%	17.78%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2022/23 as of August 31, 2022

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	4,186,119	11,629,537	36.00%	38.27%
Sales Taxes (General Fund)	1,144,031	3,400,000	33.65%	31.29%
Income Taxes	2,668,356	5,400,000	49.41%	47.24%
Telecommunications Tax	144,281	410,000	35.19%	30.74%
Home Rule Sales Tax	843,901	2,500,000	33.76%	31.80%
Real Estate Transfer Tax	362,337	850,000	42.63%	70.12%
Use Tax	523,504	1,600,000	32.72%	55.84%
Building Permits	317,641	650,000	48.87%	55.27%
MFT	561,199	1,650,000	34.01%	33.69%
Water Charges	4,339,587	12,600,000	34.44%	35.79%
Sewer Charges	2,404,944	6,550,000	36.72%	35.47%
Interest Income	138,092	38,300	360.55%	0.11%

GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2022/23 as of August 31, 2022

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	904,204	1,430,558	63.21%
Expenses	561,306	1,397,786	40.16%
Net Income	<u>342,897</u>	<u>32,772</u>	<u>1046.31%</u>
F&B - Restaurant			
Revenues	93,025	149,000	62.43%
Expenses	167,785	365,622	45.89%
Net Income	<u>(74,761)</u>	<u>(216,622)</u>	<u>34.51%</u>
F&B - Banquet			
Revenues	323,114	780,000	41.42%
Expenses	235,481	667,812	35.26%
Net Income	<u>87,633</u>	<u>112,188</u>	<u>78.11%</u>
F&B - Midway			
Revenues	111,220	148,000	75.15%
Expenses	43,013	65,700	65.47%
Net Income	<u>68,207</u>	<u>82,300</u>	<u>82.88%</u>
Golf Fund Total			
Revenues	1,431,562	2,507,558	57.09%
Expenses	1,007,586	2,496,920	40.35%
Net Income	<u>423,976</u>	<u>10,638</u>	<u>3985.48%</u>

Sales Taxes

Month	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	FY 21/23
May	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859
June	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954
July	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057
August	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161
September	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	
October	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	
November	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	
December	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	
January	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	
February	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	
March	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	
April	151,678	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	
Total	2,083,807	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	1,144,031
% increase	1.73%	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	1.90%

Budget 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 3,400,000

Warrant/EFT#: EF 0020478

Fiscal Year	2023	Issue Date	08/04/22	
Warrant Total	\$338,161.38	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2219973	3A2219973	\$338,161.38

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$338,161.38	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 08/03/2022
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: MAY. 2022 COLL MO: JUN. 2022 VCHR MO: AUG. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	
Subtotal	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	557,928
Plus:									
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	
Jobs Now	359,592								
Rebuild Illinois							1,357,885	452,628	
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,157,145	
Budget	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000
Annual Inc in \$									
only MFT Allocations	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	-9.20%



Municipality Report

September 2, 2022

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR AUGUST, 2022

Beginning Unobligated Balance		\$7,497,623.98
Motor Fuel Tax Fund Allotment	\$74,681.55	
MFT Transportation Renewal Fund Allotment	\$60,326.51	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$135,008.06
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$7,632,632.04

PROCESSED TRANSACTIONS:

**A PROCLAMATION RECOGNIZING POLICE OFFICER
CHRISTOPHER MEADE UPON HIS RETIREMENT FROM THE
VILLAGE OF BARTLETT**

WHEREAS, Officer Christopher Meade was sworn in as a Bartlett Police Officer on January 9, 2003; and

WHEREAS, for 20 years of dedicated service, Christopher served in many different capacities for the police department including Patrol Officer, Directed Patrol Team Officer, Detective, Crisis Intervention Team Member, Juvenile Officer, Computer Crimes Officer, Gang Specialist, Officer-in-Charge, and Field Training Officer; and

WHEREAS, Christopher was a valued member of several multi-jurisdictional task forces including Cook County's Internet Crimes Against Children Task Force, Secret Service Cyber Crimes Task Force, DuPage County's Metropolitan Emergency Response and Investigations Team, Cook County's Major Case Assistance Team (MCAT); and

WHEREAS, Christopher was appointed to the position of Deputy Director of MCAT in 2015; and

WHEREAS, Christopher's steadfast dedication to serving the most vulnerable in our population has led to over 600 years in total sentenced prison times relating to child pornography and child exploitation cases; and

WHEREAS, the Village is proud of Christopher's many accolades and awards during his career which include the following: a Certificate of Commendation, a Chicago Police Department Joint Operations Award, Unit Citations, Employee of the Month nominations and awards, two Meritorious Service Awards; and

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our sincere gratitude to Officer Christopher Meade for his 20 years of service to the Bartlett community. His service and dedication to the police department and the Village of Bartlett have positively impacted many lives throughout his career and we wish him a retirement filled with good health and much happiness.

Dated this 18th Day of October 2022



Kevin Wallace, Village President

**A PROCLAMATION RECOGNIZING COMMUNITY SERVICE OFFICER
JOHN TEEVANS UPON HIS RETIREMENT FROM THE
VILLAGE OF BARTLETT**

WHEREAS, John Teevans was hired as a Community Service Officer on June 6, 2014 after retiring from the Wheeling Police Department after 28½ years of service;

WHEREAS, for more than eight years of dedicated service, John served in many different capacities within the police department, which include the following: a Certified Child Safety Seat Technician, Community Service Officer, Field Training Officer, Round Table Team member, and Emergency Management Team member; and

WHEREAS, the village is proud of John's many accolades and awards that he earned during his career which include the following: Employee of the Month award, two Civilian Employee of the Year awards, and three Unit Citations; and

WHEREAS, John has become the face of the police department who has consistently brought pride and distinction to the entire village by his social media appearances;

WHEREAS, John has been an invaluable employee of the Village of Bartlett, and his unwavering commitment has not gone unnoticed by the community, his coworkers, and village personnel. His friendly, outgoing character truly exemplifies his willingness to do things the Bartlett way to serve our community, and we will miss him dearly; and

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our sincere gratitude to Community Service Officer John Teevans for his more than 8 years of service to the Bartlett community. We wish him a retirement filled with good health and much happiness.

Dated this 18th day of October 2022



Kevin Wallace, Village President

**A PROCLAMATION CELEBRATING
THE 50TH ANNIVERSARY OF BARTLETT PUBLIC LIBRARY DISTRICT**

WHEREAS, a lending library was set up in 1968 in the Bartlett municipal building by a Volunteer library association, the official start of the Bartlett Public Library District was in 1972, when village residents voted to establish the district; and

WHEREAS, the first formally recognized Bartlett Public Library opened in village hall at 228 S. Main Street in 1973 with Ruth Stuenkel selected as library director the following year; and

WHEREAS, the library space was expanded to 3,100 square feet in 1975, when the old post office building at 301 W. Railroad was purchased for the growing service; and

WHEREAS, Bartlett Public Library moved again in 1983 to its current address at 800 S. Bartlett Road, where the originally constructed 7,100 square foot building has been enlarged twice, first with a 4,500 square foot addition in 1988 and then a two-story, 22,000 square foot addition completed in 1995. The library building also underwent a complete remodel in 2008-2009 and another renovation in 2015 to create additional study rooms, conference rooms and an art room; and

WHEREAS, in addition to the changes in its physical space, the library has also updated its online catalog and introduced downloadable materials, has expanded its circulation department and has formed the Friends of the Bartlett Library and established the Bartlett Public Library District Foundation to further serve the needs of our community; and

WHEREAS, the village is proud to have this modern, full service library district working for all the children, teens and adults in Bartlett, providing us with books, DVDs, CDs, video games, magazines, newspapers and other reading material, games and family resource kits, access to computers and other digital materials and resources, as well as a wide variety of programs and events to enrich our lives and add to our personal enjoyment.

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby wish Bartlett Public Library District and all of its patrons and friends a very happy 50th anniversary, and furthermore, we thank this outstanding civic body for everything it does to fulfill its vision "of becoming an essential place in community life" and its mission "to be the Best Place to Learn & Discover."

Dated this 18th day of October 2022



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name Amending Municipal Code Title 10, Zoning Ordinance: Cannabis Dispensing Centers Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

As discussed at the Committee of the Whole meeting on March 15, 2022, below is a summary of the proposed text amendments to the Zoning Ordinance pertaining to adult-use and medical cannabis dispensing centers:

- (a) the 1,000-foot distance requirement would be removed from the definitions,
- (b) said uses would be allowed as a special use in the B-2 (Local Convenience), B-3 (Neighborhood Shopping), and B-4 (Community Shopping) Zoning Districts,
- (c) said uses would be prohibited in the Downtown Overlay District (including Bartlett Town Center, Main Street Plaza and Streets of Bartlett), and
- (d) the findings of fact for a special use permit would be updated to delete the distance requirements

The **Planning & Zoning Commission** reviewed the proposed text amendments and conducted the requisite public hearing at their meeting on July 7, 2022. The P & Z Commission **recommended approval** of the text amendments as written and **requested the Village Board review the P & Z discussion regarding dispensaries in the Downtown Overlay District.**

The **Committee of the Whole** reviewed the Planning & Zoning Commission's recommendation at their August 16, 2022 meeting and discussed the possibility of allowing dispensaries within portions of the Downtown Overlay District while prohibiting sales in close proximity to residential units.

Staff presented options for cannabis dispensaries within the Downtown Overlay District for the **Committee's** review at their September 20, 2022 meeting. The consensus of the **Committee of the Whole** was to **prohibit cannabis dispensing centers in the entire Downtown Overlay District** as originally proposed.

ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance

ACTION REQUESTED

- For Discussion only -
- Resolution
- Ordinance – *Move to approve Ordinance 2022-___ An Ordinance Amending the Bartlett Municipal Code Title to Add Provisions to Allow Adult-Use Cannabis Dispensing Centers and Medical Cannabis Dispensing Centers as a Special Use in Certain Commercial Districts*
- Motion

Staff: Kristy Stone, Interim PDS Director

Date: 10.05.2022

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
22-086

DATE: October 5, 2022

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Interim PDS Director 

RE: Adult-Use and Medical Cannabis Dispensing Center Zoning Ordinance Text Amendments

MOST RECENT DISCUSSION

Staff presented three options to regulate the location of cannabis dispensaries within the Downtown Overlay Districts to the **Committee of the Whole** at the September 20, 2022 meeting. After discussion, the consensus was to prohibit cannabis dispensing centers in the entire Downtown Overlay District, as originally proposed and this item was **forwarded to the Village Board for a final vote**.

An ordinance approving the text amendments is attached for your review.

PREVIOUS DISCUSSION

The **Committee of the Whole** reviewed the Planning & Zoning Commission's recommendation at their August 16, 2022 meeting and discussed the possibility of allowing dispensaries within portions of the Downtown Overlay District while prohibiting sales in close proximity to residential units. The Committee directed Staff to prepare options for further discussion.

Below are three options for cannabis dispensaries within the Downtown Overlay District:

Option 1: Prohibit cannabis dispensing centers in the entire Downtown Overlay District

Option 2: Allow cannabis dispensing centers in the B-3 Zoning District as a Special Use and prohibit cannabis dispensing centers within the B-1 Village Center Zoning District and in PD, Planned Development, Zoning Districts in buildings that contain residential units within the DT-O

Option 3: Allow cannabis dispensing centers as a Special Use in all locations that commercial uses are permitted in the DT-O

BACKGROUND

Ordinance #2013-81 amended the Zoning Ordinance to define cannabis cultivation centers and medical cannabis dispensing centers to match the Medical Cannabis Program Act definitions and to list cannabis cultivation centers (for medical cannabis) and medical cannabis dispensing centers as a special use in the I-1 (Light Industrial) and I-2 EDA (General Industrial Economic Development Area) Zoning Districts.

Ordinance #2019-94 amended the Zoning Ordinance to allow adult-use cannabis dispensing centers as a special use in the I-1 (Light Industrial) and I-2 EDA (General Industrial Economic Development Area) Zoning Districts and as a prohibited use in all other zoning districts. The ordinance additionally restricted the number of dispensing centers to one (1) within Blue Heron Business Park/Bluff City Industrial Park and one (1) within Brewster Creek Business Park.

The original Medical Cannabis Program Act imposed a distance restriction that medical dispensing organizations could not be located within 1,000 feet of a school, day care center, day care home, or an area zoned for residential use. In 2019, the State eliminated the distance requirements for medical use dispensaries and allowed local units of government to adopt any distance requirements by local ordinance. The Village currently requires the 1,000-ft distance requirement for both medical and adult-use dispensing centers.

A concept plan was submitted for an adult-use cannabis dispensing center at the Bartlett Town Center. The application was withdrawn prior to its scheduled discussion at the March 15, 2022 Committee of the Whole meeting, however Staff requested input from the Committee regarding cannabis dispensing centers in commercial districts. The consensus of the Committee was to (1) follow the State's revision and remove the 1,000-foot distance requirement for all cannabis dispensing centers and (2) allow cannabis dispensing centers, as a special use, in the commercial districts except for B-1 (Village Center) District and the Downtown Overlay District.

TEXT AMENDMENTS

In order to accomplish the goal of allowing, by special use, adult-use cannabis dispensing centers and medical cannabis dispensing centers within the commercial districts of the Village (excluding the downtown), the following amendments to the Zoning Ordinance are proposed:

Section 10-2-2 Definitions is amended to (a) remove the requirement that adult-use cannabis dispensing centers and medical cannabis dispensing centers be located at least one thousand (1,000) feet from the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day

care home or residential care home or pre-existing property zoned or used for residential purposes and (b) remove the limit of one (1) adult-use dispensing center within the Blue Heron Business Park/Bluff City Industrial Park and one (1) within the Brewster Creek Business Park.

Section 10-6A-6 Prohibited Uses is amended in the B-1 Village Center District to add medical cannabis dispensing center to the list of prohibited uses. (*Adult-use dispensing centers are currently prohibited.*)

Section 10-6B-6 Prohibited Uses and 10-6B-4 Special Uses are amended in the B-2 Local Convenience Shopping District: to remove adult-use cannabis dispensing center from the list of prohibited uses and to add adult-use cannabis dispensing center and medical cannabis dispensing center (except in the Downtown Overlay District, where such uses shall be prohibited) to the list of special uses.

Section 10-6C-6 Prohibited Uses and 10-6C-4 Special Uses are amended in the B-3 Neighborhood Shopping District: to remove adult-use cannabis dispensing center from the list of prohibited uses and to add adult-use cannabis dispensing center and medical cannabis dispensing center (except in the Downtown Overlay District, where such uses shall be prohibited) to the list of special uses.

Section 10-6D-6 Prohibited Uses and 10-6D-4 Special Uses are amended in the B-4 Community Shopping District: to remove adult-use cannabis dispensing center from the list of prohibited uses and to add adult-use cannabis dispensing center and medical cannabis dispensing center to the list of special uses.

Section 10-9A-6 Prohibited Uses is amended in the PD Planned Development District to add Section C to prohibit adult-use cannabis dispensing centers and medical cannabis dispensing centers in any PD Planned Development District which is located within the Downtown Overlay District.

Section 10-13-9 Special Uses to amend the findings of fact specific to adult-use cannabis dispensing centers and adult-use cannabis cultivation centers to also include medical cannabis dispensing centers and medical cannabis cultivation centers and to eliminate the 1,000-foot distance requirement.

Section 10-13-9 Special Use Permits is amended to remove the requirement that adult-use cannabis dispensing centers are located a minimum of one thousand feet (1,000') from the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home or pre-existing property zoned or used for residential purposes.

**Proposed Use Designations for Adult-Use and Medical Cannabis Dispensing Centers
by Zoning District**

	<u>Special Use</u>	<u>Prohibited Use</u>
All Residential Districts (ER-1 thru SR-6 & MH-1)		YES
B-1 Village Center District		YES
B-2 thru B-4 Commercial Districts	YES (when not located within the Downtown Overlay District)	YES (when located within the Downtown Overlay District)
OR Office/Research District		YES
I-1 & I-2 EDA Industrial Districts	YES	
PD Planned Development District	YES (when not located within the Downtown Overlay District and commercial/industrial uses are allowed)	YES (when located within the Downtown Overlay District)
P-1 Public Land District		YES

P & Z COMMISSION RECOMMENDATION

1. The Planning & Zoning Commission reviewed the proposed text amendments and conducted the requisite public hearing at their meeting on July 7, 2022. During their discussion, Planning & Zoning Commissioners did not object to allowing dispensaries as a Special Use in the Downtown Overlay District; however, they deemed that to be a matter of policy to be determined by the Village Board. The P & Z Commission **recommended approval of the text amendments as written and requested the Village Board review the P & Z discussion regarding dispensaries in the Downtown Overlay District.**

ORDINANCE 2022 - _____

AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE TITLE 10 ZONING TO ADD PROVISIONS TO ALLOW ADULT-USE CANNABIS DISPENSING CENTERS AND MEDICAL CANNABIS DISPENSING CENTERS AS A SPECIAL USE IN CERTAIN COMMERCIAL DISTRICTS

WHEREAS, the Village of Bartlett regulates development under authority of its zoning ordinance codified at Title 10 of the Bartlett Municipal Code and entitled the “Bartlett Zoning Code” and related ordinances; and

WHEREAS, the Bartlett Village Board amends the Bartlett Zoning Code and related ordinances from time to time in the public interest; and

WHEREAS, the Bartlett Planning & Zoning Commission reviewed proposed text amendments that: (a) amend the current definitions of an adult-use cannabis dispensing center and of a medical cannabis dispensing center, (b) amend the provisions to allow adult-use cannabis dispensing centers and medical cannabis dispensing centers as a special use in the B-2 (Local Convenience), B-3 (Neighborhood Shopping), and B-4 (Community Shopping) Zoning Districts, (c) prohibit adult-use cannabis dispensing centers and medical cannabis dispensing centers within the Downtown Overlay District, and (d) amends the findings of fact for cannabis dispensing centers and cannabis cultivation centers (Case #22-05), on July 7, 2022, and has recommended to the corporate authorities that the text amendments be adopted; and

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

SECTION ONE: That Title 10, Chapter 2, Section 10-2-2, entitled “DEFINITIONS” of the Bartlett Zoning Code is hereby amended to repeal the existing definitions for “ADULT USE CANNABIS DISPENSING CENTER” and “MEDICAL CANNABIS DISPENSING CENTER” and replace them with the following new definitions therefor:

“ADULT-USE CANNABIS DISPENSING CENTER: A facility operated by an organization or business that is licensed by the Illinois department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-

0027), as it may be amended from time-to-time, and regulations promulgated thereunder. On site consumption of cannabis is expressly prohibited.”

“MEDICAL CANNABIS DISPENSING CENTER: A facility operated by an organization or business that is registered by the Department of Financial and Professional Regulation to acquire medical cannabis from a registered cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients in accordance with the laws of the State of Illinois.”

SECTION TWO: That Title 10, Chapter 6, Commercial Districts, Article A, Section 10-6A-6; Article B, Section 10-6B-6; Article C, Section 10-6C-6; and Article D, Section 10-6D-6 are amended to delete the following language therefrom:

The word “medical” before “cannabis cultivation center”,

and to add to the list of prohibited uses in each of said Sections 10-6A-6, 10-6B-6, 10-6C-6, and 10-6D-6, in alphabetical order therein, the following prohibited use:

“Medical cannabis cultivation center”.

SECTION THREE: That Title 10, Chapter 6, Commercial Districts, Article A. B-1, Village Center District, Section 10-6A-6: entitled “PROHIBITED USES” of the Bartlett Zoning Code, is hereby amended to add in alphabetical order the following additional use to the list of prohibited uses in the B-1 Village Center District:

“Medical cannabis dispensing center”

SECTION FOUR: That Title 10, Chapter 6, Commercial Districts, Article B. B-2, Local Convenience Shopping Districts, Section 10-6B-6: entitled “PROHIBITED USES” of the Bartlett Zoning Code, is hereby amended to remove the following use from the list of prohibited uses in the B-2 Local Convenience Shopping District:

“Adult-use cannabis dispensing center”

SECTION FIVE: That Title 10, Chapter 6, Commercial Districts, Article B. B-2, Local Convenience Shopping District, Section 10-6B-4 entitled “SPECIAL USES” of the Bartlett Zoning Code is hereby amended to add, in alphabetical order the following uses to the list of special uses for the B-2 Convenience Shopping District:

“Adult-use cannabis dispensing center; except in the Downtown Overlay District, where such use shall be prohibited”

“Medical cannabis dispensing center; except in the Downtown Overlay District, where such use shall be prohibited”

SECTION SIX: That Title 10, Chapter 6, Commercial Districts, Article C. B-3 Neighborhood Shopping District, Section 10-6C-6: entitled “PROHIBITED USES” of the

Bartlett Zoning Code is hereby amended to remove the following uses from the list of prohibited uses in the B-3 Neighborhood Shopping District:

“Adult-use cannabis dispensing center”.

SECTION SEVEN: That Title 10, Chapter 6, Commercial Districts, Article C. B-3 Community Shopping District, Section 10-6C-4: entitled “SPECIAL USES” of the Bartlett Zoning Code is hereby amended to add, in alphabetical order, the following uses to the list of special uses in the B-3 Neighborhood Shopping District:

“Adult-use cannabis dispensing center; except in the Downtown Overlay District, where such use shall be prohibited

“Medical cannabis dispensing center; except in the Downtown Overlay District, where such use shall be prohibited”

SECTION EIGHT: That Title 10, Chapter 6, Commercial Districts, Article D. B-4, Community Shopping District, Section 10-6D-6: entitled “PROHIBITED USES” of the Bartlett Zoning Code, is hereby amended to remove the following use from the list of prohibited uses for the B-4 Community Shopping District:

“Adult-use cannabis dispensing center”.

SECTION NINE: That Title 10, Chapter 6, Commercial Uses, Article D. B-4, Community Shopping District, Section 10-6D-4: entitled “SPECIAL USES” is hereby amended to add, in alphabetical order, the following uses to the list of special uses in the B-4 Community Shopping District:

“Adult-use cannabis dispensing center”

“Medical cannabis dispensing center”

SECTION TEN: That Title 10, Chapter 9, Planned Unit Developments, Article A. PD Planned Development District, Section 10-9A-6: entitled “PROHIBITED USES” of the Bartlett Zoning Code is hereby amended to add new subsection C thereto which states as follows:

“C. The following are prohibited uses in a PD Planned Development District which is located within the Downtown Overlay District:

Adult-use cannabis cultivation center

Adult-use cannabis dispensing center

Medical cannabis cultivation center

Medical cannabis dispensing center”

SECTION ELEVEN: That Title 10, Chapter 13, Administration and Enforcement, Section 10-13-9: entitled “SPECIAL USE PERMITS” of the Bartlett Zoning Code, is hereby amended to repeal existing subsection 10-13-9:F.4 and replace it with the following new subsection 10-13-9:F.4 which stated as follows:

4. That special use permits for adult-use cannabis dispensing centers, medical cannabis dispensing centers, adult-use cannabis cultivation centers and/or medical cannabis cultivation centers shall include the following additional findings of fact:
 - a. The proposed facility will not negatively impact existing or future uses located within the vicinity of the subject property.
 - b. The proposed adult-use cannabis cultivation center or medical cannabis cultivation center property is located a minimum of 2,500 feet from the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home or pre-existing property zoned or used for residential purposes. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.
 - c. The proposed structure in which the facility will be located complies with the Village of Bartlett Zoning Ordinance (the Zoning Code) and Building Code.
 - d. The proposed hours of operation for the proposed facility coincide with the hours established by the State of Illinois.
 - e. The proposed facility has satisfied all necessary security measures as required by the State of Illinois and the Village, including but not limited to approval of a security plan and security installations.
 - f. The proposed parking for the facility satisfies the parking requirements in the Zoning Code and is based on one (1) space per 200 square feet of retail floor area for an adult-use cannabis dispensing center or medical cannabis dispensing center and one (1) space per 1,000 square feet of growing/warehousing space for an adult-use cannabis cultivation center or medical cannabis dispensing center.
 - g. The proposed traffic generated by the facility will not negatively impact the adjacent roadway capacity nor will it negatively impact access to adjacent roadways.
 - h. The design and layout of the site, including internal site circulation is compatible with adjacent land uses and provides for safe, efficient movement of traffic.
 - i. The proposed signage for the facility complies with the Village of Bartlett Sign Code regulations as outlined in the Zoning Code.
 - j. The proposed facility satisfies and complies with all requirements provided in Section 10-2-2 of this Title.

k. Building enhancements, such as security cameras, lighting or other improvements, as set forth in the special use permit, to ensure the safety of employees and customers of the adult-use cannabis dispensing center, medical cannabis dispensing center, adult-use cannabis cultivation center and/or medical cannabis cultivation center, as well as its environs have been satisfied. Said improvements shall be determined based on the specific characteristics of the floor plan for an adult-use cannabis dispensing center, medical cannabis dispensing center, adult-use cannabis cultivation center and/or medical cannabis cultivation center and the site on which it is located, consistent with the requirement of the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

SECTION TWELVE: 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 THIRTEEN: 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 FOURTEEN: 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, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022-_____ enacted on October 18, 2022 and approved on October 18, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM

22-082

DATE: October 8, 2022
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, Interim PDS Director *KS*
RE: **(#20-18) Dunkin (NWC Schick Rd & Route 59)**

PETITIONER

ECA Architects on behalf of Reema Rajabali

SUBJECT SITE

Northwest Corner of Schick Road and Route 59

REQUEST

Preliminary/Final Subdivision
Site Plan (Lot 1-Dunkin Donuts)
Special Use Permit – Drive through establishment
Variation – parking in the corner side yard

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Vacant	Commercial	B-3 PUD
North	Daycare	Commercial	PD
South	Gas Station	Commercial	PD
East	Single Family	Estate Residential	R-1*
West	Townhomes	Attached Residential (Low Density)	PD

*DuPage County – Single Family Residence

BACKGROUND

Ordinance #1988-22 approved the annexation of the property. Upon annexation, the property was automatically zoned ER-1 Estate Residence.

Ordinance #1988-36 approved the rezoning of the property to the B-3 (Neighborhood Shopping) Zoning District.

Ordinance 1991-50 approved a preliminary plat of subdivision and granted a special use permit and site plan approval for an Amoco automotive service station. *A final plat of subdivision was never submitted, approved or recorded.*

Ordinance 2008-87 approved Heidner's Chase Plaza, a development which was comprised of two buildings (12,000 retail center and 4,000 sq.ft. bank) on a single lot. The ordinance granted special use permits for a planned unit development, a drive-through for the multi-tenant retail building, a drive-through bank and the filling of wetlands, approved the preliminary/final PUD plan for Phase 1, a preliminary PUD plan for Phase 2 and a unified business center sign plan. *The project was never constructed.*

DISCUSSION

1. The petitioner is requesting a **Preliminary/Final Subdivision** consisting of two lots at the northwest corner Schick Road and Route 59.
2. The lots will share a full access curbcut on Schick Road; with no direct access provided to Route 59.
3. The plat identifies a 25-foot wide right-of-way dedication to allow for a future deceleration right-turn lane on Route 59 to Schick Road.
4. A 5-ft wide sidewalk will be installed along Schick Road and a sidewalk easement is granted along the west property line of lot 2. *The access drive west of the site is not a publicly dedicated street; therefore, a public sidewalk was not previously provided. If the properties to the north also grant sidewalk easements along the private drive, a sidewalk will be installed when lot 2 develops to improve pedestrian access to the commercial properties for residents of Woodland Hills and Brentwood Townhomes.*
5. A modification from the Subdivision Ordinance is being requested to eliminate the parkway tree requirement along Schick Road due to the presence of underground utilities within the right of way.
6. The petitioner is also requesting a **site plan** and **special use permit** for a Dunkin Donuts with a drive-through on Lot 1.
7. Twelve seats are provided inside the 1,970 square foot restaurant. Outdoor seating (24 seats) is also provided on patios on the north and south sides of the building.
8. Traffic circulation within the lot is one-way, counter-clockwise around the building. Two menu/order boards are located at the northwest corner of the building and there are a total of twelve (12) stacking spaces from the pickup window which exceeds the Zoning Ordinance requirement of six (6).

9. The site plan identifies 16 parking spaces, including one (1) accessible space which meets the Zoning Ordinance requirement of sixteen (16) spaces. Due to the right-of-way dedication, a **variation** is being requested to allow parking within the 50-foot setback from Route 59. The parking will be located 30 feet from the new property line.
10. The elevations include gray face brick, metal panels and fiber cement siding/panels. Orange accent beams serve as a canopy on the south, east and west elevations.
11. Staff has reviewed and approved the photometric plan and landscape plan for Dunkin' Donuts.
12. An underground storage vault is proposed for stormwater management for lot 1. Separate stormwater management will be required on lot 2 once it develops.
13. The petitioner has submitted a traffic study which was reviewed by the Village's traffic consultant who generally concurred with the findings in the study.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's requests for preliminary/final subdivision, site plan and special use permit 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 engineering plans;
 - C. Landscaping must be installed within one year of the issuance of a building permit;
 - D. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services Department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
 - E. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
 - F. IDOT approval of the right of way dedication;
 - G. A Public Improvements Completion Agreement (PICA) must be submitted and approved by the Village Board;
 - H. Findings of fact (site plan):
 - i. That the proposed restaurant is allowed as a permitted use and the drive-through is permitted as a special use in the B-3 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 site and

circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;

- iv. That the site plan provides for the safe movement of pedestrians within the site;
 - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
 - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
- I. Findings of fact (special use permit):
- i. The proposed drive through is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
 - ii. That the proposed drive through 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 drive through shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. According to the provisions of the Zoning Ordinance, the Planning & Zoning Commission should render a decision based upon the following:
- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
 - B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
 - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
 - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
 - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
 - F. That the proposed variation will not impair an adequate supply of light and

air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

- G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
3. The **Planning and Zoning Commission** held the required public hearing, reviewed the petitioner's requests and **recommended approval** of all the requests at their meeting on July 7, 2022.
 4. During the public hearing, several residents expressed numerous concerns regarding the traffic. In response, the Village's traffic consultant has studied the area and determined that the Schick Road and Quincy Bridge Road intersection operates at acceptable levels of service under both existing and future conditions and a left turn lane on southbound Quincy Bridge Road to go eastbound on Schick Road is not warranted.
 5. The **Committee of the Whole** reviewed the petition at their meeting on **Septmeber 6, 2022** and **forwarded this item onto the Village Board for a final vote**.
 6. The Ordinance approving the petitioner's requests is attached for your review and consideration.

ORDINANCE 2022- _____

**AN ORDINANCE APPROVING OF A PRELIMINARY/FINAL PLAT OF
SUBDIVISION AND SITE PLAN AND GRANTING A SPECIAL USE
PERMIT AND VARIATION FOR DUNKIN**

WHEREAS, RHDH Properties LLC, (the “Owner”) is the owner of 3.0 acres located at the northwest corner of Schick Road and Route 59 in the Village of Bartlett which is zoned B-3 PUD (Neighborhood Commercial), legally described on **Exhibit A**, and is referred to herein as the “Subject Property”; and

WHEREAS, Akhtar Ramzanali (the “Contract Purchaser”) is under contract to purchase 44,431 square feet of the Subject Property designated as Lot 1 on the Preliminary/Final Plat of Subdivision (hereinafter defined); and

WHEREAS, Reema Rajabali, agent for and on behalf of Sahara Management, Inc. (alternatively referred to herein as the “Petitioner” or the “Developer”), has filed a petition (the “Petition”) for approval of a preliminary/final plat of subdivision for the Subject Property (the “Dunkin Subdivision”), site plan approval for proposed Lot 1 of the Dunkin Subdivision (the “Site Plan”), a special use permit to allow a drive-through on proposed Lot 1 of the Dunkin Subdivision (the “Special Use Permit”), and a variation to allow parking within the 50-foot front yard setback on Lot 1 of Dunkin Subdivision (the “Variation”); and

WHEREAS, the Owner and/or Contract Purchaser have/has hired Sahara Management, Inc. to be the developer of the proposed Lot 1 of the Dunkin Subdivision, a subdivision of the Subject Property; and

WHEREAS, the Owner and Contract Purchaser have consented to the Petition; and

WHEREAS, the Bartlett Planning and Zoning Commission (the “P & Z Commission”) conducted a public hearing with respect to the Special Use Permit and the Variation and reviewed the Petition with respect to the Dunkin Subdivision and Site Plan for proposed Lot 1 thereof at its meeting on July 7, 2022 (Case #2020-18) and has recommended to the Corporate Authorities that the Dunkin Subdivision and Site Plan be approved and the Special Use and Variation be granted, subject to the conditions set forth in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to approve the Dunkin Subdivision based upon the conditions recommended in the P & Z Commission’s report, and in Sections One and Eight of this Ordinance, approve the Site Plan based on the findings of fact set forth in the P & Z Commission’s report and in Section Two of this Ordinance, grant the Special Use Permit based on the finding of fact set forth in the P & Z Commission’s report and in Section Four of this Ordinance, and grant the Variation based on the findings of fact set forth in the P & Z Commission’s report and in Section Six of this Ordinance, and that such Site Plan, Special Use Permit, and Variation are based upon and are subject to the conditions set forth in Sections One and Eight of this Ordinance;

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

SECTION ONE: The Preliminary/Final Plat of Subdivision of the Subject Property prepared by Craig R. Knoche & Associates dated October 10, 2022, attached hereto as

Exhibit B, and expressly made part of this Ordinance (the "Preliminary/Final Plat of Subdivision") is hereby approved subject to the following conditions:

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

2. **Easements.** 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 approved by the Village Engineer in his reasonable discretion.

3. **Cash Donations.** Upon submittal of an application for issuance of a building permit, the Owner shall pay \$0.50 per square foot for commercial buildings to the Municipal Building Fund.

4. **Road Improvements.** There are no road improvements as part of this development.

5. The Owner and the Developer shall execute and deliver to the Village a Public Improvements Completion Agreement (the "PICA") in form set forth in the Subdivision Ordinance, except as modified and approved by the Village Attorney, agreeing to be jointly and severally obligated to construct, complete and fully pay for all of the on-site and off-site public improvements in strict accordance with the final engineering plans for the Subject Property as the same may be approved by the Village Engineer, and in compliance with the Subdivision Ordinance, which PICA shall provide, among other things, that in the event any Public Improvements, including, without limitation, erosion control, site grading, all stormwater management improvements, detention basins, retention ponds (if any), storm sewers, curbs, gutters, driveway approaches, roads, sidewalks, bike paths, street lights, sanitary sewers, water mains,

hydrants, manhole covers, appurtenances and other underground improvements, and required landscaping in any right of way or on public property (collectively, the "Public Improvements"), and/or any of the existing public improvements on the Subject Property, are damaged as a result of the on-site or off-site construction activities of the Owner, the Developer, or any of their respective contractors and/or any of their respective subcontractors and/or material suppliers, that all such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Owner and the Developer without cost to the Village.

6. Protection of Public Improvements. Prior to the issuance of a building permit for the Subject Property, the Owner and the Developer, or either of them, shall cause to have been deposited with the Village security as provided in Section Three, paragraph 1, of this Ordinance that it will not only complete and fully pay for the Public Improvements, but also that it will maintain the Public Improvements for a period of 15 to 22 months after acceptance of the Public Improvements by the Corporate Authorities. The duration of the maintenance period (between 15 and 22 months) shall be determined by the Village Engineer based on the time of year when the project commences and is scheduled to be completed. Upon completion of the Public Improvements, the Owner shall transfer title thereto to the Village by warranty Bill of Sale in the form prescribed in the Subdivision Ordinance and shall deposit a maintenance "security" in accordance with the requirements of the Subdivision Ordinance prior to the acceptance of the Public Improvements by the Corporate Authorities.

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

8. No construction of any Public Improvements on or adjacent to the Subject Property, including, but not limited to, site grading, shall commence until the Owner, the Developer, and all contractors hired by each of them to construct the Public Improvements have furnished the Village with certificates of insurance evidencing that each of them has in place commercial general liability, business auto liability, worker compensation and employer's liability insurance in such amounts and coverages as required in the Subdivision Ordinance, except as otherwise approved by the Village Attorney, and naming the Village as additional insureds thereon.

9. Prior to commencing construction, the Owner or the Developer shall submit an Erosion Control Plan to the Village Engineer for his review and approval. During construction the Owner shall adhere to measures for the prevention of soil erosion pursuant to the Village Erosion Control Ordinance, or the "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois", published in 1981, as amended,

and the recommended procedures of the DuPage County Soil and Water Conservation District, whichever is more restrictive.

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

11. Sidewalks. A five-foot wide sidewalk shall be installed along Schick Road at the time Lot 1 develops. A sidewalk will be required to be installed within the recorded sidewalk easement during the development of Lot 2 if the properties immediately north of Lot 2 have recorded sidewalk easements.

12. Parkway Trees. No parkway trees are required as a part of this development.

13. The Subject Property shall be developed by the Owner and the Developer in strict accordance with the Preliminary/Final Plat of Subdivision and the final engineering plans for the development of the Subject Property approved by the Village Engineer, and in accordance with the procedures and requirements therefor as set forth in the Subdivision Ordinance.

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

SECTION TWO: That based in part on the conditions set forth in Section One and Section Eight of this Ordinance, the Corporate Authorities do hereby make the following findings of fact with respect to the Site Plan for the proposed Lot 1 of the Dunkin Subdivision:

- A. That the proposed restaurant is allowed as a permitted use and the drive-through is permitted as a special use in the B-3 PUD Zoning District;
- B. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- C. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient

- movement of traffic not only within the site but on adjacent roadways as well;
- D. That the site plan provides for the safe movement of pedestrians within the site;
 - E. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
 - F. That all outdoor storage areas are proposed to be screened in accordance with standards specified by the Bartlett Zoning Ordinance and this Ordinance.

SECTION THREE: That the site plan prepared by Craig R. Knoche & Associates dated September 9, 2021, last revised May 6, 2022 (the "Site Plan") attached hereto as **Exhibit C** and expressly made a part of this Ordinance, is hereby approved based upon to the findings of fact set forth in Section Two of this Ordinance, but subject to the conditions set forth in Sections One and Eight of this Ordinance; and the Elevations, prepared by ECA Architects & Partners dated November 19, 2021 (the "Elevations") attached hereto as **Exhibit D**; the Landscape Plan prepared by Pamela Self dated September 22, 2021, last revised May 9, 2022 (the "Landscape Plan") attached hereto as **Exhibit E**; are expressly made a part of this Ordinance by this reference, are hereby approved, based upon the findings set forth in Sections Two of this Ordinance, but subject to the conditions set forth in Section One and Section Eight of this Ordinance.

SECTION FOUR: The Corporate Authorities hereby make the following findings of fact pertaining to the Special Use Permit for the drive thru on proposed Lot 1 on the Subject Property:

- A. The proposed drive through is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;

- B. That the proposed drive through 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 drive thru 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 in this Ordinance.

SECTION FIVE: The Special Use Permit to allow a drive thru establishment for the proposed Lot 1 of the Dunkin Subdivision is hereby granted, based upon the findings of fact set forth in Section Four, but subject to the conditions set forth in Sections One and Eight of this Ordinance.

SECTION SIX: The Corporate Authorities hereby make the following findings of fact pertaining to the Variation on the Subject Property:

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

SECTION SEVEN: The Variation to allow parking within the 50-foot front yard of the proposed Lot 1 of the Dunkin Subdivision is hereby granted, based upon the findings of fact set forth in Section Six, but subject to the conditions set forth in Sections One and Eight of this Ordinance.

SECTION EIGHT: The Preliminary/Final Plat of Subdivision approved in Section One, the Site Plan approved in Section Three, the Special Use Permit granted in Section Five and the Variation granted in Section Seven, 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 final engineering plans;
- C. Landscaping must be installed in accordance with the Landscape Plan approved in Section three of this Ordinance and attached hereto as Exhibit E, within one year of the issuance of a building permit;
- D. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services Department for review and approval by the Village Forester and a bond posted in the amount approved by the Village Forester to guaranty its future installation and the payment therefor based on an estimate of the cost to complete all landscaping and guaranty same for not less than six months, from the landscape architect that prepared the Landscape Plan or signed contracts for all landscape work for the development of the Subject Property submitted by the Developer, or the general contractor;
- E. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
- F. IDOT approval of the right of way dedication;
- G. A Public Improvements Completion Agreement (PICA) must be submitted and approved by the Village Board;
- H. Submittal of the Public Improvement Security prior to commencing any construction activities on the Subject Property;
- I. The petitioner shall pay \$12,000 towards the cost of a pedestrian crossing on the west leg of the Route 59/Schick Road intersection, in lieu of a

sidewalk along the east property line of Lot 1 (west ROW line of Rt. 59) as required by IDOT. The Village shall submit a letter to the Illinois Department of Transportation waiving the sidewalk installation along Route 59 for this development.

SECTION NINE: The violation of any of the above conditions shall be cause for the revocation of the Preliminary/Final Plat of Subdivision and Site Plan approvals, and the Special Use Permit and Variation granted herein.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 18, 2022

APPROVED: October 18, 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 October 18, 2022 and approved on October 18, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

DUNKIN'

NWC ROUTE 59 & SHICK ROAD
BARTLETT, IL

LEGAL DESCRIPTION

LOT 2 OF RESUBDIVISION OF LOT 1 IN OLD MAPLES ASSESSMENT PLAT OF PART OF THE NORTHEAST ¼ OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 30, 1999 AS DOCUMENT R99-073948, IN DUPAGE COUNTY, ILLINOIS.

Dunkin Bartlett Subdivision

LAURENCE L. BARTLETT
 State of Illinois } S.S.
 County of DuPage }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE LEGAL OWNER(S) OF THE LANDS DESCRIBED HEREIN, THE SUBJECT OF THE LEGAL INSTRUMENTS REFERENCED HEREIN, AND THAT THE SAID LANDS ARE BEING OFFERED FOR SUBDIVISION INTO THE LOTS AND BLOCKS DESCRIBED HEREIN, AND THAT THE SAID LANDS ARE BEING OFFERED FOR SUBDIVISION INTO THE LOTS AND BLOCKS DESCRIBED HEREIN, AND THAT THE SAID LANDS ARE BEING OFFERED FOR SUBDIVISION INTO THE LOTS AND BLOCKS DESCRIBED HEREIN.

DATED THIS _____ DAY OF _____, 20____.

COMPARIS

REBEKAH L. BARTLETT
 State of Illinois } S.S.
 County of DuPage }

WHEREAS I HEREBY DECLARE THAT THE UNDERSIGNED IS/ARE THE LEGAL OWNER(S) OF THE LANDS DESCRIBED HEREIN, THE SUBJECT OF THE LEGAL INSTRUMENTS REFERENCED HEREIN, AND THAT THE SAID LANDS ARE BEING OFFERED FOR SUBDIVISION INTO THE LOTS AND BLOCKS DESCRIBED HEREIN, AND THAT THE SAID LANDS ARE BEING OFFERED FOR SUBDIVISION INTO THE LOTS AND BLOCKS DESCRIBED HEREIN.

PLAT

VILLAGE BOARD MEMBER
 State of Illinois } S.S.
 County of DuPage }

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BY _____ VILLAGE PRESIDENT _____ VILLAGE CLERK _____

DEANNE S. ZINSK
 State of Illinois } S.S.
 County of DuPage }

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BY _____ VILLAGE PRESIDENT _____ VILLAGE CLERK _____

VILLAGE BOARD MEMBER
 State of Illinois } S.S.
 County of DuPage }

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BY _____ VILLAGE PRESIDENT _____ VILLAGE CLERK _____

VILLAGE BOARD MEMBER
 State of Illinois } S.S.
 County of DuPage }

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BY _____ VILLAGE PRESIDENT _____ VILLAGE CLERK _____

LAURENCE L. BARTLETT
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BY _____ VILLAGE PRESIDENT _____ VILLAGE CLERK _____

REBEKAH L. BARTLETT
 State of Illinois } S.S.
 County of DuPage }

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BY _____ VILLAGE PRESIDENT _____ VILLAGE CLERK _____



Illinois Professional Land Surveyor #2907
 08/11/2022

All dimensions are given in feet and decimal parts thereof and are correct to 0.01' (1/100th of a foot).

BY _____ VILLAGE PRESIDENT _____ VILLAGE CLERK _____

DEANNE S. ZINSK
 State of Illinois } S.S.
 County of DuPage }

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BY _____ VILLAGE PRESIDENT _____ VILLAGE CLERK _____

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BY _____ VILLAGE PRESIDENT _____ VILLAGE CLERK _____

VILLAGE BOARD MEMBER
 State of Illinois } S.S.
 County of DuPage }

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BY _____ VILLAGE PRESIDENT _____ VILLAGE CLERK _____

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 County of DuPage }

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BY _____ VILLAGE PRESIDENT _____ VILLAGE CLERK _____

ALL RIGHTS RESERVED
 State of Illinois } S.S.
 County of DuPage }

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF THE CLERK OF THE COUNTY OF DU PAGE, ILLINOIS, ON _____ DAY OF _____, 20____.

BY _____ VILLAGE PRESIDENT _____ VILLAGE CLERK _____

ILLINOIS DEPARTMENT OF TRANSPORTATION

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY AND UTILITIES PLACEMENT AND SHALL BE FILED WITH THE DEPARTMENT OF TRANSPORTATION FOR THE PURPOSES OF RECORDING THE PLAT.

REGISTERED PROFESSIONAL ENGINEER

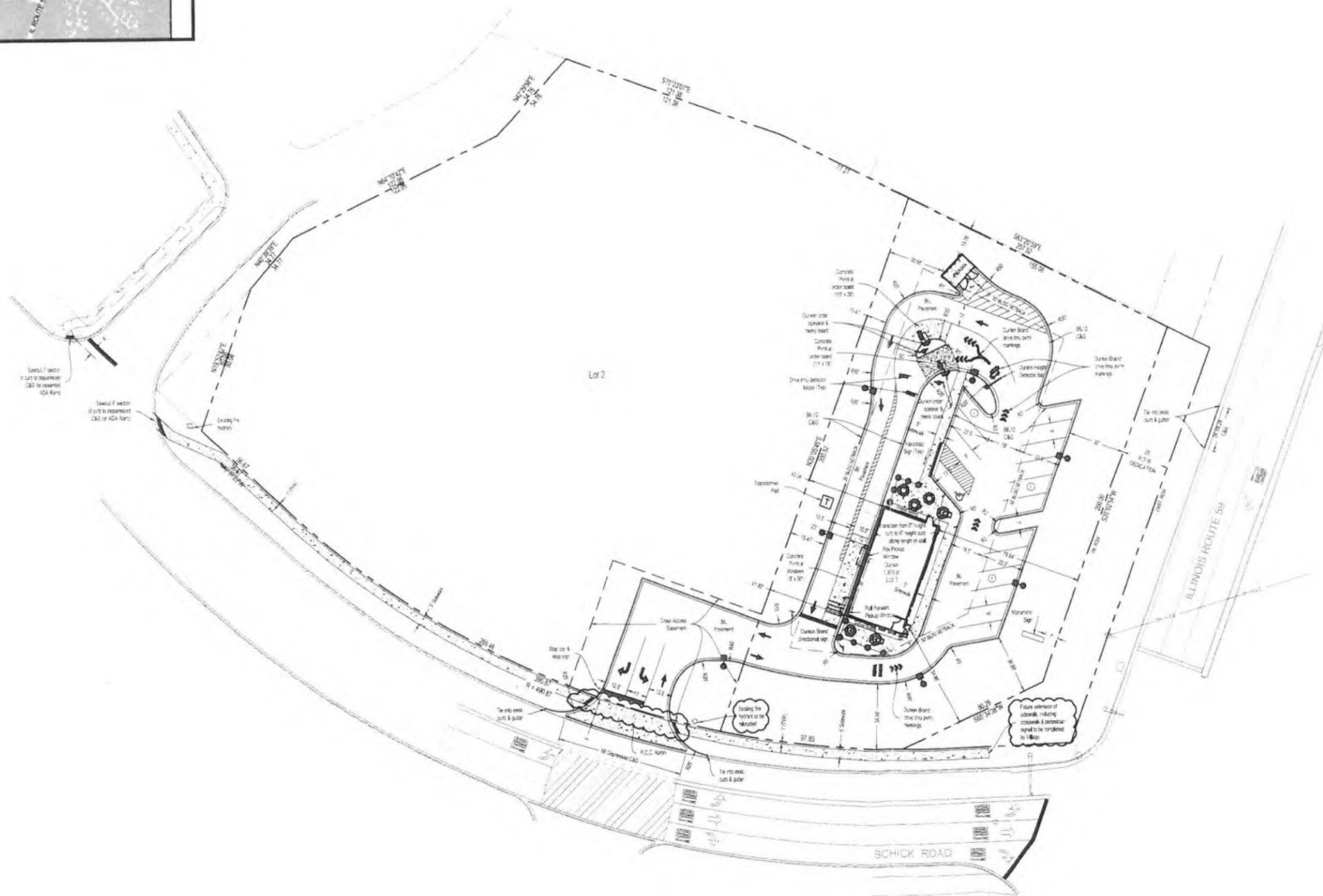
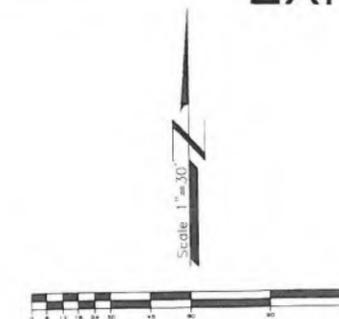
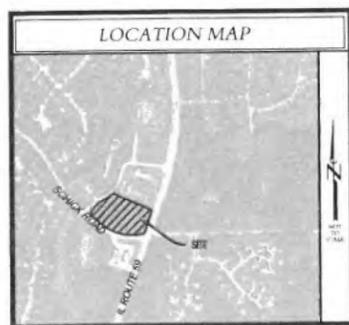
Plat of Subdivision

Registered Professional Engineer
 Member, Board of Engineers and Surveyors

Craig R. Knoche & Associates
 Civil Engineers, P.C.

Registered Design Firm No. 204
 34 North Belmont Street • Geneva, Illinois 60134 • Phone (630) 843-1074 • Fax (630) 843-1075

Sheet No. 2 of 2
 Date: 10/10/2022
 File: 21040402.dwg
 User: cknoc



SITE ANALYSIS

SITE

NW Corner IL Route 59 & Schick Road
Bartlett, IL

Proposed Use: Restaurant with Drive Thru

Existing Zoning: B-3 PUD
Required Zoning: B-3 PUD

Parcel Area	123,918 sf ± 2.845 Acres
Lot 1 - Dunkin	40,859 sf ± 0.938 Acres
Lot 2 - Future	83,059 sf ± 1.907 Acres
Building Area	1,970 sf
Floor Area Ratio	0.05

PARKING

Quantity Req'd	$\frac{16' \times 1 \times 900/60}{10 \text{ Spaces}}$	Restaurant: 1 space per every 60' of floor area.
Provided	16 = 15 Standard + 1 ADA	
Stall Size Required	9' x 20' (60%)	
Provided	9' x 22' (60%), 16' x 22' (ADA)	

LEGEND

Proposed Curb & Gutter	
Existing Curb & Gutter	
Property Line	
Setback Line	
Concrete	
ADA Detectable Warning Strip	
Light Pole	
Decorative Bollard Lighting	

SITE IMPERVIOUS

Existing Impervious Area = 195 of DR 0.00 Acres
Proposed Impervious Area = 20,058 of DR 0.46 Acres
Net New Impervious Area = 19,863 of DR 0.46 Acres

Volume Control is required for this development per section 15-44 of the DuPage County CSPO, as the net new impervious area is greater than 2,500 sf.

Total Volume Control Required is equal to 23,058 sf * 1.25' = 2,882 cu ft.

SITE NOTES

- All dimensions are back of curb unless otherwise noted.
- All curbs shall be back of curb unless otherwise noted.
- Contractor to verify dimensions prior to starting work and notify engineer if any discrepancies are found.
- Setback line around perimeter of building shall be walkway unless otherwise specified on plans.
- Contractor will be responsible for repairing all existing pavement damaged during construction.
- See details for continuous and concrete pavement sections.
- Contractor to provide temporary traffic control measures during construction of entrance of R.O.W. in accordance with Illinois D.O.T. requirements.
- ADA ramping ramps shall be installed at all locations delineated on plans as well as at all locations where sidewalk abuts drive or roadway.
- Contractor shall complete architectural and engineering plans for interior compatibility.
- All curb and gutter shall be 36" wide unless otherwise noted on plans.
- Pavement striping to be white two coats unless otherwise specified on plans.

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
4	5/6/22	PER VILLAGE COMMENTS			
3	3/15/22	PER VILLAGE COMMENTS			
2	11/30/21	PER DUNKIN COMMENTS			
1	11/19/21	PER VILLAGE COMMENTS			

SITE PLAN

DUNKIN DONUTS
NWC IL 59 & SCHICK ROAD
BARTLETT, ILLINOIS

Craig R. Knoche & Associates • Civil Engineers
• Surveyors
• Land Planners
Civil Engineers, P.C.
1161 Commerce Drive • Geneva, IL 60134 • phone (630) 843-1270 • fax (630) 843-1275

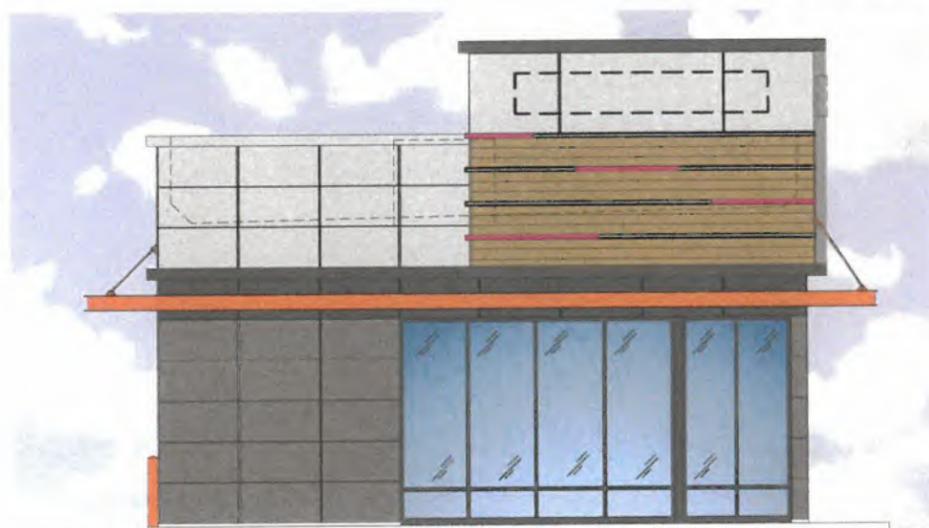
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FILE: 21-049 C10
JOB NO: 21-049

C1.1
SHEET NO.

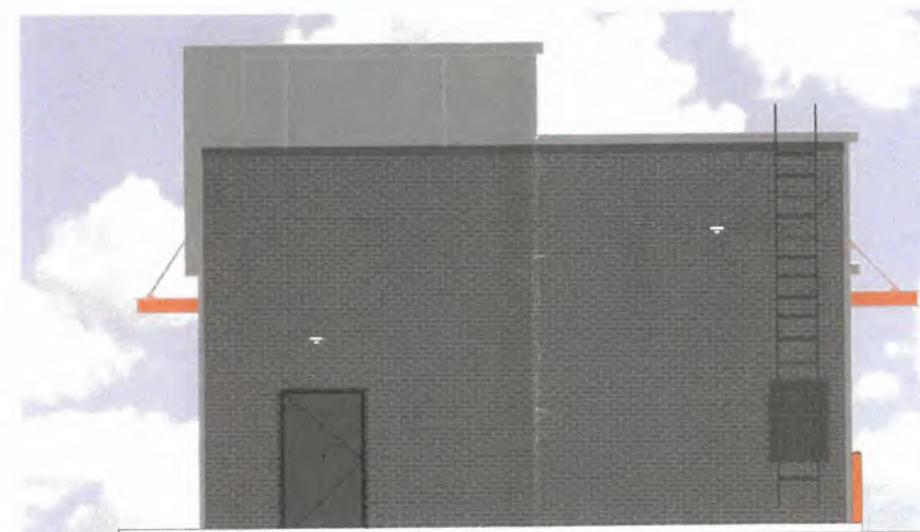
DUNKIN DONUTS BARTLETT, ILLINOIS



WEST ELEVATION - DRIVE THRU



SOUTH ELEVATION - SCHICK RD



NORTH ELEVATION



EAST ELEVATION - ROUTE 59

COLOR ELEVATIONS

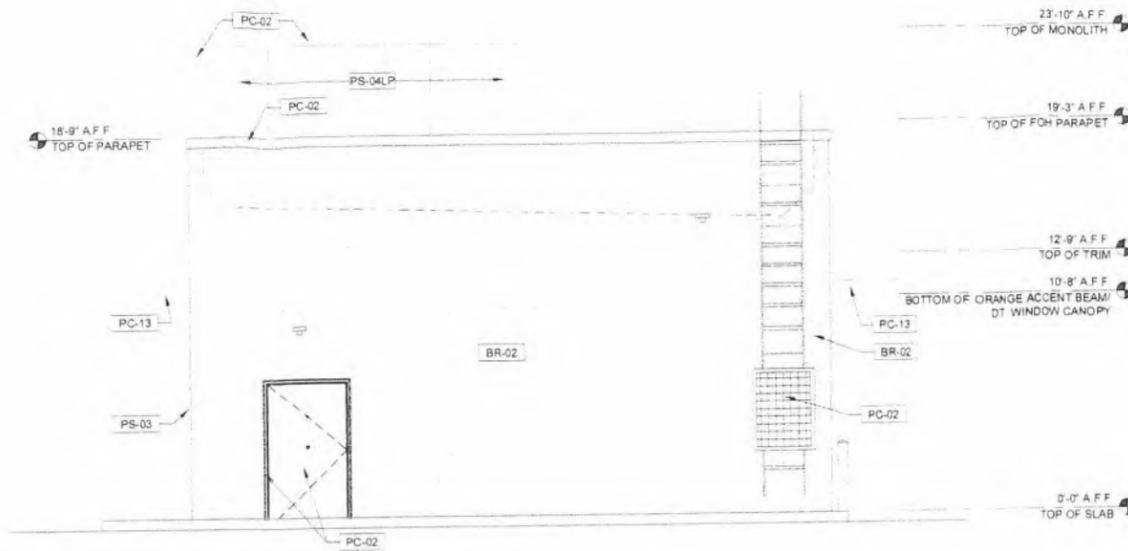
SCALE: 1/4" = 1'-0"
DATE: 11.19.2021

DUNKIN' DONUTS
NW CORNER - RT. 59 AND SCHICK RD.
BARTLETT, ILLINOIS

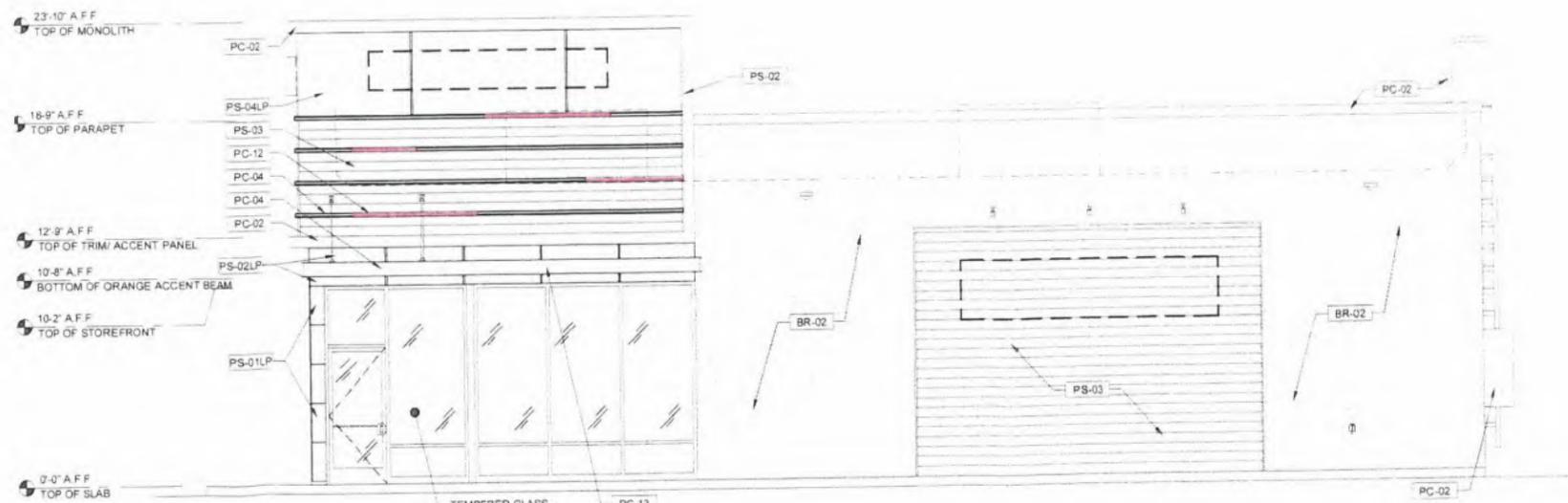
ECA ARCHITECTS
PLANNERS

	CODE	MATERIAL	MANUFACTURER	PRODUCT #	DESCRIPTION / REMARKS	VENDOR CONTACTS
EXTERIOR PAINT	PT-01	PAINT	SHERWIN WILLIAMS	GRAY FINISH	SW 1019 'GAUNTLET GRAY'	PLACE ORDER WITH LOCAL SHERWIN WILLIAMS STORE FOR A STORE NEAR YOU CALL 800-474-3794
	PT-02	PAINT	SHERWIN WILLIAMS	CHARCOAL FINISH	SW 1099 'IRON ORE'	MARK T. WEINER NATIONAL ACCOUNT EXECUTIVE 93 CHURCH ST. BARRINGTON, IL 60010 M: 817-435-1408
	PT-03	PAINT	SHERWIN WILLIAMS	OFF WHITE FINISH	SW 1063 'NEBULOUS WHITE'	
	PT-04	PAINT		OO PINK	COLOR MATCH PMS 219 C MAP ULTRA LOW V.O.C.	
	PT-05	PAINT		OO ORANGE	COLOR MATCH PMS 165C MAP ULTRA LOW V.O.C.	
EXTERIOR FIBER CEMENT SIDING AND PANELS	PS-01LP	FIBER CEMENT PANEL	JAMES HARDIE	GRAY FINISH	COLOR 'AGED PEWTER' SURFACE. PRE-FINISHED REVEAL. PANEL DIMENSION: 5'10" x 42" X6" WITH COLOR MATCHED TRIMS AND COLOR MATCHED SCREWS OR COLOR 'TRIMMED FINISH' FIELD PAINT TO MATCH PTE-01	JEFF HARVEY 774-287-6278 JEFF@HARVEY@JAMESHARDIE.COM
	PS-02	FIBER CEMENT SIDING	WOODSTONE	WOOD FINISH RUSTIC SERIES WOODTONE	COLOR 'HONEY GLAZE' WOOD PATTERN SURFACE. WOOD PATTERN PLAY DIMENSION: 3'4" x 12' x 5/16" THK WITH 5' SIDING EXPOSURE. NOTE: NAILS TO MATCH WOOD FINISH	FOR WOODSTONE PRODUCTS LAURENCE TAYLOR WOODSTONE SALES REPRESENTATIVE PHONE: 804-792-3683 CELL: 804-798-2684 LAURENCE@WOODSTONE.COM
	PS-04LP	FIBER CEMENT PANEL	JAMES HARDIE	OFF WHITE FINISH LARGE FORMAT PANEL	COLOR 'ARCTIC WHITE' SURFACE. PRE-FINISHED REVEAL. PANEL DIMENSION: 5'10" x 42" X6" WITH COLOR MATCHED TRIMS AND COLOR MATCHED SCREWS OR COLOR 'TRIMMED FINISH' FIELD PAINT TO MATCH PTE-04	TRAVIS GLESTER WOODSTONE MANAGER STRATEGIC ACCOUNTS PHONE: 804-762-2680 CELL: 804-645-8957 TRM@WOODSTONE.COM
EXTERIOR METAL PAINTED COATINGS	PC-01	PAINTED COATING	SHERWIN WILLIAMS	GRAY FINISH	SW 1019 'GAUNTLET GRAY'	PLACE ORDER WITH LOCAL SHERWIN WILLIAMS STORE FOR A STORE NEAR YOU CALL 800-474-3794
	PC-02	PAINTED COATING	SHERWIN WILLIAMS	CHARCOAL FINISH	SW 1099 'IRON ORE'	MARK T. WEINER NATIONAL ACCOUNT EXECUTIVE
	PC-03	PAINTED COATING	SHERWIN WILLIAMS	OFF WHITE FINISH	SW 1063 'NEBULOUS WHITE'	
	PC-04	PAINTED COATING	SHERWIN WILLIAMS	OO PINK FINISH	COLOR MATCH PMS 219 C	
EXTERIOR METAL TRIM	TR-01	METAL	TAMLYN	EXTRUDED METAL CHANNEL USED AT TOWER ELEMENT	PINK ACCENT BAND SEE 3/23/19PK	TAMLYN 4" FRAME TRIM JIAN DANIELS 713-446-3076 daniel@tamlyn.com OR HORACIO'S SHEET METAL MICHAEL TAVERES # 506-983-9540 mtm@horacios.com
	TR-02	METAL	HORACIO	EXTRUDED METAL CHANNEL USED AT TOWER ELEMENT	OFF WHITE ACCENT BAND SEE 3/23/19WH	JOE RANDY KISER 800-677-3310 EXT 3248 rnk@kiser.com
	TR-03	METAL	TAMLYN	3" X 1/2" X 1/4" OUTSIDE CORNER TRIM USED AT TOWER ELEMENT (X2316) BOTTOM	TO MATCH FIBER CEMENT LAP SIDING PS-02	TAMLYN 4" FRAME TRIM JIAN DANIELS 713-446-3076 daniel@tamlyn.com
	TR-04	METAL	TAMLYN	3" X 1/2" X 1/4" TRIM USED AT TOWER ELEMENT	CLEAR ANODIZED	
	TR-05	METAL	TAMLYN	1/2" X 1/2" X 1/4" VERTICAL TERMINATION TRIM USED AT TOWER ELEMENT	FACTORY FINISH TO MATCH FIBER CEMENT LAP SIDING PS-02	
	TR-06	METAL	TAMLYN	1/2" X 1/2" X 1/4" TRIM USED AT TOWER ELEMENT	FACTORY FINISH TO MATCH FIBER CEMENT LAP SIDING PS-02	
	TR-07	METAL	TAMLYN	1/2" X 1/2" X 1/4" TRIM USED AT TOWER ELEMENT	FACTORY FINISH TO MATCH FIBER CEMENT LAP SIDING PS-02	
	TR-08	METAL	JAMES HARDIE	JH SURROUND VERTICAL TRIM	FINISH FACTORY CLEAR ANODIZED 18 GA TRIM AVAILABLE IN 0' LENGTHS USED WITH JAMES HARDIE REVEAL PANELS	
	TR-09	METAL	JAMES HARDIE	JH SURROUND HORIZONTAL TRIM	FINISH FACTORY CLEAR ANODIZED 18 GA TRIM AVAILABLE IN 0' LENGTHS USED WITH JAMES HARDIE REVEAL PANELS	
	TR-10	METAL	JAMES HARDIE	JH SURROUND OUTSIDE CORNER TRIM	FINISH FACTORY CLEAR ANODIZED 18 GA TRIM AVAILABLE IN 0' LENGTHS USED WITH JAMES HARDIE REVEAL PANELS	JEFF HARVEY 774-287-6278 JEFF@HARVEY@JAMESHARDIE.COM
	TR-11	METAL	JAMES HARDIE	JH SURROUND JOHANNEL TRIM	FINISH FACTORY CLEAR ANODIZED 18 GA TRIM AVAILABLE IN 0' LENGTHS USED WITH JAMES HARDIE REVEAL PANELS. NOTE: CAN BE USED VERTICALLY & HORIZONTALLY & PENETRATION OR TRANSITION W/ OTHER MATERIALS	
FACE BRICK	BR-01	FACE BRICK	ENDICOTT BRICK		ENDICOTT BRICK (CREATIVE MATERIALS PRODUCT) 'MANGANESE IRON SPOT' (3.5" x 2.25" x 7.5") SMOOTH MORTAR BLACK POINTMENT TO MATCH BRICK CHARCOAL FINISH	CONTACT INFORMATION PHONE: 815-291-2967 EXT 3889 (DUNKIN') FAX: 815-452-4153 EMAIL: DIANKINTLE@CREATIVEMATERIALS.COM

***FIBER CEMENT BOARD TRIM TO BE USED AS REQUIRED TO MATCH PANEL CONFIGURATION. EXACT TRIM TO BE CALLED OUT IN CONSTRUCTION DOCUMENTS FOR CTS REVIEW ***



NORTH ELEVATION



EAST ELEVATION - ROUTE 59

EXTERIOR ELEVATIONS (2 of 2)

SCALE: 1/4" = 1'-0"
DATE: 11.19.2021

DUNKIN' DONUTS
NW CORNER - RT. 59 AND SCHICK RD.
BARTLETT, ILLINOIS

ECA ARCHITECTS
PLANNERS

Knoche Engineering, P.C.
24 North Bennett Street
Geneva, Illinois

LANDSCAPE ARCHITECTURE

pamelaself

212 South Cook Street, Ste #14
Barrington, Illinois 60010
847.438.4822
www.pamelaself.com

LICENSE # 157.000683
STAMP

ARCHITECT

CIVIL ENGINEER

GENERAL CONTRACTOR

ILLINOIS STATE ROUTE 52

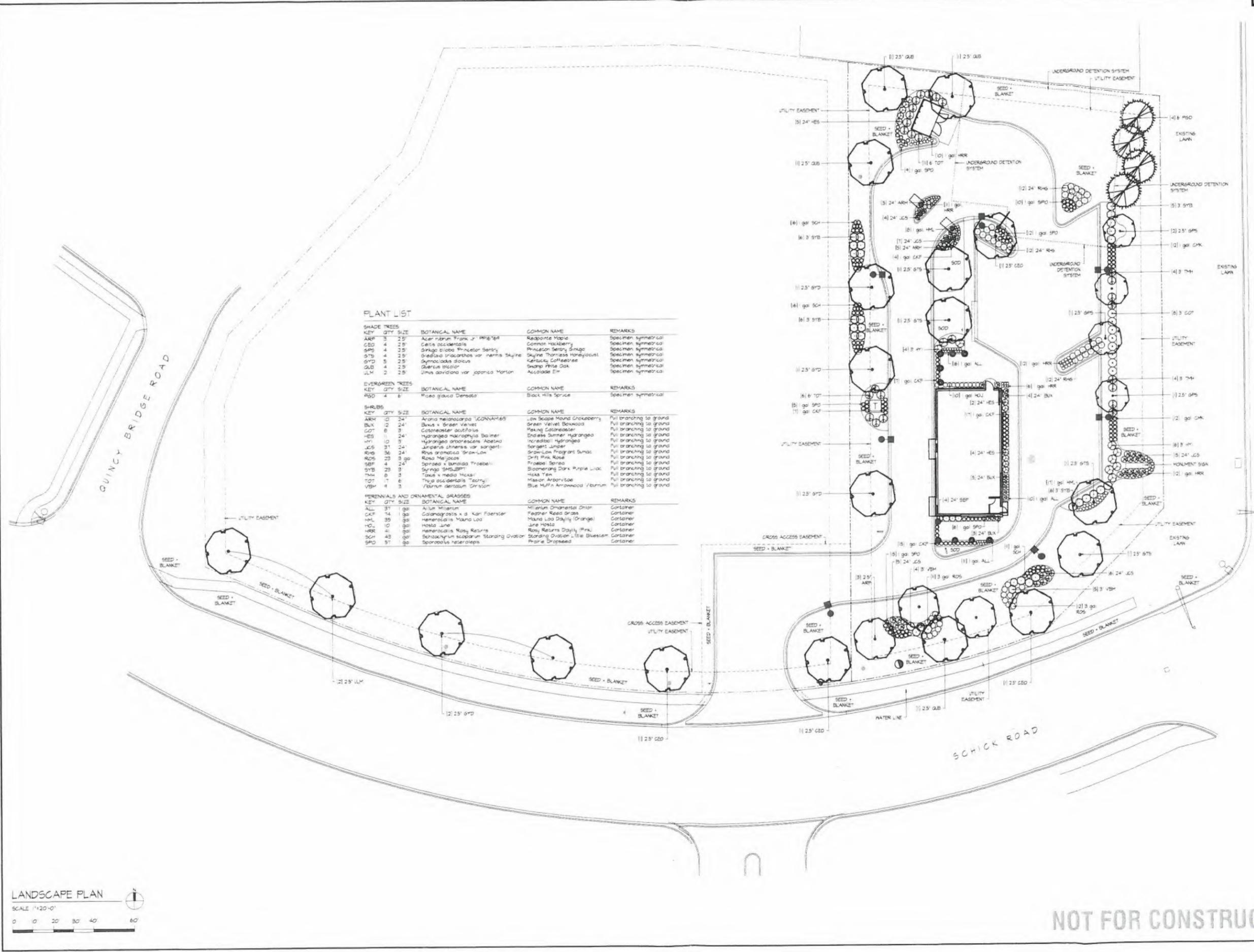
DUNKIN DONUTS
NWC Route 59 and Schick Road
Bartlett, Illinois

REVISIONS	No.	Description	Date
	1	Revision per updated base plan	03/22/21
	2	Village Comments/Site Plan Revisions	03/18/22
	3	Village Comments/Site Plan Revisions	03/18/22
	4	Village Comments/Site Plan Revisions	03/18/22
	5	Village Comments/Site Plan Revisions	05/09/22

Design by: KWS/PKS
Drawn by: KWS, NJM
Checked by:
Start date: 08/22/2021
Project no:

LANDSCAPE PLAN

L-1.0



PLANT LIST

KEY	QTY	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS
SHADE TREES					
ARF	3	25'	Acer rubrum 'Frax' J. Wright	Redpointe Maple	Specimen, symmetrical
COB	4	25'	Celtis occidentalis	Common Hackberry	Specimen, symmetrical
SPS	4	25'	Sparganotheca angustata	Princeton Sentry Spruce	Specimen, symmetrical
STB	4	25'	Stedda trichomanes var. nana Skyles	Skyles Thornless Honeylocust	Specimen, symmetrical
SPD	3	25'	Symlocos alba	Kentucky Coffee Tree	Specimen, symmetrical
QUB	4	25'	Quercus bicolor	Swamp White Oak	Specimen, symmetrical
JLM	2	25'	Juniperus davidiana var. japonica Morton	Asiatic Juniper	Specimen, symmetrical
EVERGREEN TREES					
RPD	4	8'	Podocarpus neriifolia	Black Hills Spruce	Specimen, symmetrical
SHRUBS					
ARW	10	24"	Artemisia tridentata 'L'CONNAH'S	Low Shrub Round Chokeberry	Full branching to ground
BUX	10	24"	Buxus x Green Velvet	Green Velvet Boxwood	Full branching to ground
COF	6	3'	Cotoneaster aquifolius	Peking Cotoneaster	Full branching to ground
HEB	1	24"	Hydrangea macrophylla Bolmer	Endless Summer Hydrangea	Full branching to ground
HTI	10	3'	Hydrangea arborescens Abetia	Incrediball Hydrangea	Full branching to ground
JCS	31	24"	Juniperus chinensis var. sargentii	Sargent Juniper	Full branching to ground
ROB	36	24"	Rosa bromoides 'Bran-Lan'	Bran-Lan Fragrant Rose	Full branching to ground
RPS	25	3'	Rosa 'Majestic'	Drift Pink Rose	Full branching to ground
SBF	4	24"	Spiraea x bursifida 'Froebel'	Froebel Spiraea	Full branching to ground
SYB	25	3'	Syringa 'Shtaubert'	Blooming Dark Purple Lilac	Full branching to ground
THH	6	3'	Thalictrum 'Meadow Hues'	Meadow Hues	Full branching to ground
TOT	1	6'	Taxus occidentalis 'Sensu'	Mason Arborvitae	Full branching to ground
VSH	4	3'	Viburnum dentatum 'Orion'	Blue Huffs Arrowwood / Viburnum	Full branching to ground
PERENNIALS AND ORNAMENTAL GRASSES					
ALL	31	3"	Allium triflorum	Miniature Ornamental Onion	Container
CAF	14	3"	Calamagrostis x Karl Foerster	Feather Reed Grass	Container
HML	35	3"	Hemerocallis 'Mound Loaf'	Mound Loaf Daylily (Orange)	Container
HCL	10	3"	Hemerocallis 'Luna'	Luna Daylily	Container
HRR	4	3"	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily (Pink)	Container
SCA	45	3"	Schizanthus lycopodium	Standing Ovation Little Blue Star	Container
SPD	57	3"	Sporobolus heterolepis	Prairie Dropseed	Container

LANDSCAPE PLAN
SCALE 1"=20'-0"
0 10 20 30 40 50

NOT FOR CONSTRUCTION



Agenda Item Executive Summary

Item Name Townhomes at the Grasslands Final Subdivision/PUD Plat and Final PUD Plan (Phase 2) 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 the Townhomes at the Grasslands (Phase 2).

The Final Subdivision and Final PUD Plan identify a total of 116 units in 23 buildings with five 6-unit buildings, fourteen 5-unit buildings and four 4-unit buildings.

The front building elevations are primarily cultured stone veneer with vinyl siding. Side and rear elevations are vinyl siding. A balcony is provided above each unit's garage.

The Final Subdivision/PUD Plat and the Final PUD Plan for Phase 2 are in substantial compliance with the Preliminary Subdivision/PUD Plat, dated March 20, 2021, last revised June 21, 2021 and the Preliminary PUD Plan, dated January 29, 2021, last revised June 25, 2021.

The Planning & Zoning Commission reviewed the petitioner's requests and **recommended approval** at their October 6, 2022 meeting.

The Committee of the Whole granted to the petitioner's request to forward this project directly to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance with exhibits and Planning & Zoning Commission meeting minutes

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 2 (Townhomes at the Grasslands)
- Motion

Staff: Kristy Stone, Interim PDS Director

Date: 10.07.2022

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM

22-97

DATE: October 7, 2022
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, Interim PDS Director *KJ*
RE: **(#22-09) Townhomes at the Grasslands Final Subdivision/PUD Plat and Final PUD Plan (Phase 2)**

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 (Phase 2)
Final PUD Plan (Phase 2)**

The Committee of the Whole granted to the petitioner's request to forward this project directly to the Village Board for a final vote after the Planning & Zoning Commission meeting.

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Vacant	Residential	PD
North	Townhomes	Residential	SR-5 PUD, SR-6 PUD
South	Vacant	Residential	PD
East	Single Family	Residential	ER-2
West	Vacant	Commercial	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 the Townhomes at the Grasslands Subdivision (Phase 2).
2. This development would consist of a total of 116 units in 23 buildings with five 6-unit buildings, fourteen 5-unit buildings and four 4-unit buildings.
3. The plan identifies one full access curb cut on West Bartlett Road which has been approved by the Cook County Department of Transportation and Highways.
4. The plat identifies a 17-foot wide road dedication along the east side of Naperville Road. A 10-foot wide bike path, including the railroad crossing, would continue the bicycle/pedestrian system along Naperville Road.
5. Lot 202 contains a wetland detention basin and Lot 204 is approximately 54.18 acres of open space including floodplain and wetlands.
6. The front building elevations are primarily cultured stone veneer with vinyl siding. Side and rear elevations are vinyl siding. A balcony is provided above each unit's garage.
7. The final landscape plans have been approved.
8. The final engineering plans and stormwater report are currently being reviewed.
9. 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, 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 2 subject to the following conditions and Findings of Fact:
 - a. Village Engineer approval of the Final Engineering Plans, stormwater report

- and the engineer's estimate of cost;
- b. A Public Improvements Completion Agreement (PICA) must be submitted and approved by the Village Board;
 - c. Sidewalks and bike paths are required to be installed in accordance with the Subdivision Ordinance except where waived as outlined in the Development Agreement;
 - d. All construction traffic shall exit the site southbound on Naperville Road and appropriate signage installed;
 - e. Approval from the Cook County Division of Transportation for the curb cut and roadway improvements on Naperville Road;
 - f. A Special Service Area shall be established prior to the issuance of a residential building permit;
 - g. 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 2;
 - h. A 10-ft. wide bike path shall be installed along the east side of Naperville Road, including within the railroad right of way, in accordance with the Development Agreement,
 - i. Compliance with the satisfaction of the terms and conditions of the Planned Development Agreement between Bartlett 59 LLC and the Village of Bartlett;
 - j. Findings of Fact (Final PUD Plan):
 - i. That the proposed townhomes are a permitted use 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 the Planned Development Agreement;
 - 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 Planning & Zoning Commission reviewed the petitioner's requests and **recommended approval** at their October 6, 2022 meeting.
3. The ordinance with exhibits and the minutes from the Planning & Zoning Commission meeting are attached.

kms/attachments
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ORDINANCE 2022 - _____

**AN ORDINANCE APPROVING A FINAL SUBDIVISION/PUD PLAT AND
FINAL PUD PLAN FOR GRASSLANDS SUBDIVISION PHASE 2
(TOWNHOMES AT THE GRASSLANDS)**

WHEREAS, on or about July 20, 2021, the Village of Bartlett (the “Village”) and Bartlett 59, LLC entered a certain Planned Development Agreement (the “Planned Development Agreement”) concerning the 192.023 acre mixed-use development of vacant land owned by Bartlett 59, LLC 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

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, pursuant to the terms of the Planned Development Agreement and the Rezoning Ordinance, on or about May 3, 2022 the Village granted Bartlett 59, LLC’s petition to subdivide and redevelop a 122 +/- acre portion of the Subject Property legally described in said ordinance (the “Grasslands Phase 1 Property”), by the passage of Ordinance No. 2022-31, “An Ordinance Approving a Final Subdivision/PUD Plat and

Final PUD Plan for Grasslands Subdivision Phase 1” (the “Phase 1 Final Subdivision and PUD Approval Ordinance”);

WHEREAS, Bartlett 59, LLC closed on the sale of the Grasslands Phase 1 property to D.R. Horton, Inc. – Midwest, but retained ownership of a 70.048 acre portion of the Subject Property legally described on **Exhibit A** (the “Grasslands Phase 2 Property”), and has entered a contract to sell the Grasslands Phase 2 Property to D.R. Horton, Inc. – Midwest, the contract purchaser and proposed developer thereof (alternatively referred to herein as “D.R. Horton”, the “Contract Purchaser/Developer”, and provided D.R. Horton, Inc. – Midwest closes on the purchase of the Grasslands Phase 2 Property, the “Owner/Developer”); and

WHEREAS, D.R. Horton, Inc. – Midwest filed a petition with the Village to approve (1) a final plat of subdivision/PUD for the Grasslands Phase 2 Property; and (2) a final PUD plan for the Grasslands Phase 2 Property (collectively, the “Phase 2 Final Subdivision/Final PUD Plan Petition”); and

WHEREAS, the Bartlett Planning and Zoning Commission reviewed the Phase 2 Final Subdivision/Final PUD Plan Petition with respect to the Grasslands Phase 2 Property on October 6, 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 based upon certain findings of fact and subject to certain 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 2 prepared by Gary R. Weber Associates, Inc dated August 22, 2022 and last revised September 19, 2022, attached hereto as **Exhibit B** (“Phase 2 Final PUD Plan”); the Final Landscape Plan for Phase 2 prepared by Gary R. Weber Associates, Inc August 22, 2022 and last revised September 23, 2022, attached as **Exhibit C** (the “Phase 2 Final Landscape Plan”); the Final Plat of Subdivision for the Grasslands Phase 2 prepared by Regional Land Services dated April 30, 2022 and last revised October 8, 2022, attached as **Exhibit D** (the “Phase 2 Final Plat”); the Schedule of Special Conditions, Rights, Waivers and Conditions Precedent for Development attached as **Exhibit E** (the “Schedule of Special Conditions”); and the building elevations prepared by Premier Architecture, Inc. dated September 26, 2022, attached as **Exhibit F** (the “Building Elevations”); are expressly made part of this Ordinance and are collectively referred to herein as the “Final Subdivision Plat/Final PUD Plan for Phase 2”, which is/are hereby approved, subject to the following conditions (A) which must be satisfied before execution by the Village of the Phase 2 Final Plat for the Phase 2 Property:

A.

1. Public Improvement Security. It is anticipated that after the passage of this Ordinance that D.R. Horton, Inc. – Midwest, will close on the purchase of the Grasslands Phase 2 Property and become the new owner and the developer of the Grasslands Phase 2 Property. As the owner and developer of the Grasslands Phase 2 Property (the “Owner/Developer”) it shall submit to the Village (a) an irrevocable standby letter of credit, in a form as set forth in the Bartlett Subdivision and PUC Ordinance codified at Title 11 of the Bartlett Municipal Code (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 (b) both (i) a performance bond and (ii) a labor and material payment bond, each 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 (c) 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 Phase 2 Public Improvements will be completed within an agreed upon period of time and schedule, and will fully paid for, and after acceptance of the Phase 2 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 taking in account normal weather conditions at the time of year when the said Phase 2 Public Improvements (hereinafter defined) are completed and the ability of the Village to inspect and reinspect said Phase 2 Public Improvements and any punch list work due to said normal weather conditions (the "Maintenance Period").

2. Land and Cash Donations. Pursuant to the Planned Development Agreement, and Ordinance 2022-31 which approved the Final Subdivision/PUD Plat and Final PUD Plan for the Grasslands Phase 1 Property, and the Dedication Agreement between the Bartlett Park District and Bartlett 59, LLC, consented to and assigned to D.R. Horton, the said Owner/Developer, after it becomes the new owner of the Grasslands Phase 1 Property and the Final Plat for Phase 1 has been recorded, D.R. Horton shall improve and then convey approximately 20-acres of land (depicted as Lots 198 and 201 on the Phase 1 Final Plat of Subdivision) (the "Park Sites") as a land donation to the Bartlett Park District in lieu of cash donations for the development of the Grasslands Phase 1 Property, but shall pay 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 Phase 1 Property. 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/Developer 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/Developer of the Phase 1 Property, and the Bartlett Park District. In addition, the Owner/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 lot/unit in Phase 1. After becoming the new owner and developer of the Phase 2 Property and the Phase 2 Final Plat has been recorded, the Owner/Developer shall be obligated to pay all cash in lieu of land and cash donations for the Park, Police, Fire, Library, School and Village contributions (other than the Municipal Building Fund) in accordance with the Donation Ordinance in effect at the time each building permit for a townhome building based on the number of townhome lots applied for, adjusted by the actual number of bedrooms per townhome at the time of

application for each building permit in Phase 2, and the Owner/Developer shall pay the Municipal Building Fund contributions of \$140 per lot for the Townhomes at the Grasslands.

3. The Owner/Developer of the Phase 2 Property shall execute and deliver to the Village a Public Improvements Completion Agreement (the "Phase 2 PICA") in form set forth in the Subdivision Ordinance for the development of the Phase 2 Property, 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 Phase 2 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 "Phase 2 Public Improvements") in strict accordance with the final Phase 2 Engineering Plans and engineer's estimate of probable cost for the Phase 2 Public Improvements as may be approved by the Village Engineer and in compliance with the Subdivision Ordinance by a mutually agreed upon date not greater than as provided in the Planned Development Agreement, that the Phase 2 Public Improvements will be fully paid for and will be maintained for the Maintenance Period (hereinafter defined). The Phase 2 PICA shall provide, among other things, in the event any of the on-site or off-site Phase 2 Public Improvements that will serve the development on the Phase 2 Property are damaged as a result of the on-site or off-site construction activities of the Owner/Developer, its sub-contractors, material suppliers, any other prime contractors hired by the Owner/Developer, or any of their respective agents, employees, successors, assigns, subcontractors or material suppliers, that such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Owner/Developer without cost to the Village.

4. Security for Protection of Public Improvements. The Owner/Developer shall submit to the Village as security for the Phase 2 Public Improvements either (i) an irrevocable standby letter of credit, in a form as set forth in the Subdivision Ordinance (the "Letter of Credit") except for such deviations from said terms as approved by the Village Attorney and in an amount approved by the Village Engineer (the "Construction Security Amount"), 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, in the Construction Security Amount

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 in the Construction Security Amount approved by the Village Engineer, to ensure that the Phase 2 Public Improvements will be timely 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 Phase 2 Public Improvements are completed and the ability to inspect and reinspect said Phase 2 Public Improvements and any punch list work (the "Maintenance Period").

5. Engineering Approval. The Village Engineer's approval of the final engineering plans for the Phase 2 Property and the Phase 2 Public Improvements, including, without limitation, detention and stormwater management requirements, final grades, drainage, utilities, street design and cost estimates.

6. Declaration of Covenants, Conditions and Restrictions. The Owner/Developer shall submit for review and approval by the Village Attorney to be recorded against the Grasslands Phase 2 Property a Declaration of Covenants, Conditions and Restrictions for the Townhomes at Grasslands whereby either (a) a townhome owners association that, among other things, will maintain the common areas and building exteriors, or (b) covenants that run with the land made applicable to a single owner/landlord if the townhomes are owned and maintained by a single entity as landlord and each townhome is leased to individual tenants, or (c) the Master Declaration for the Phase 1 Property is amended to include the Phase 2 Property, for the development of the Phase 2 Property, whether for a traditional townhome development, or if a single owner landlord entity that rents the individual townhomes (the "Applicable Declaration of CCRs"). The Applicable Declaration of CCRs shall provide for either the creation of a townhome owner's association or a single ownership entity to maintain all buildings, parking lots, driveways and common areas of the Phase 2 Property, 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 Phase 2 Property by the Owner/Developer, and which Applicable Declaration or CCRs disclose the obligations of the declarant, the townhome owner's association, or single ownership landlord entity, and future owners with respect thereto and the existence of a backup special service area. The Applicable Declaration of CCRs, or amendment to the Master Declaration to cover the Phase 2

Property, must be recorded against the Phase 2 Property prior to closing on the sale, or the lease of any townhome or townhome lot on the Phase 2 Property.

7. Grasslands HOA. The Applicable Declaration of CCRs or Amendment to the Master Declaration to include the Phase 2 Property, must be recorded against the Phase 2 Property with the recording of the approved and executed Phase 2 Final Plat. If the Owner/Developer of Phase 2 elects to create a new townhome owners association, it shall incorporate a new not-for-profit corporation or articles of organization for a new limited liability company for the Townhomes at Grassland prior to the closing of a residential townhome on any portion of the Phase 2 Property.

8. Special Service Area. The Bartlett 59, LLC or the applicable owner shall have timely filed all 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 Number Two, and documents necessary for the Village to establish Special Service Area Number 2 for the Phase 2 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") in the event the Owner/Developer, the THOA, single owner/landlord or Master HOA fail to do so. The SSA shall be established pursuant to Section D.4 of the Conditions Precedent.

B. The following conditions shall be applicable to the development of the Phase 2 Property:

1. Easements. Prior to commencing construction, to the extent not provided for on the Phase 2 Final Plat, 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 on behalf of Bartlett 59, LLC or the Owner/Developer and approved by the Village Engineer in his reasonable discretion, whether all such easements are granted as part of the Phase 2 Final Plat, or by separate grant of easement signed by the Owner/Developer or third party grantee for off-site improvements.

2. Road Improvements. The Owner/Developer shall construct all on-site and off-site road improvements in accordance with the approved final engineering plans for the Phase 2 Property and the provisions of the Subdivision Ordinance and Planned Development Agreement.

3. All existing and new utilities and communication facilities on the Grasslands Phase 2 Property, including telephone, electric and cable television which serve and/or will serve the Property, or any part hereof, shall be installed

underground. The Owner/Developer for Phase 2 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.

4. No construction of any Phase 2 Public Improvements on or which serve the Grassland Phase 2 Property or elsewhere on or adjacent thereto, including, but not limited to, site grading, shall commence until the Owner/Developer and all contractors and subcontractors hired by the Owner/Developer, or any other prime contractors hired by the Owner/Developer to construct all or a portion of the Phase 2 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 Phase 2 Public Improvements on or that serve the Grasslands Phase 2 Property may not commence before the issuance of a Site Development Permit, which may occur prior to the establishment of Special Service Area Number 2 for the Townhomes at Grassland for the Phase 2 Property as provided in the Planned Development Agreement.

5. Prior to commencing construction on the Phase 2 Property, the Owner/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.

6. The development of the Grasslands Phase 2 Property, shall be governed by the requirements of the Subdivision Ordinance, the Bartlett Building Code codified at Title 9 of the Bartlett Municipal Code (the "Building Code"), the Bartlett Zoning Ordinance codified at Title 10 of the Bartlett Municipal Code (the "Zoning Code"), 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 Phase 2 Property that are consistent with the terms of the Planned Development Agreement.

7. Bike Path. The Owner/Developer shall construct a ten (10) foot wide bike path along the east side of Naperville Road and within the railroad right of way as

shown on the Final Subdivision Plat/Final PUD Plan for Phase 2 and in accordance with the approved final engineering plans for the Phase 2 Public Improvements, and the Planned Development Agreement. The bike path shall be installed in accordance with the Subdivision Ordinance.

8. Sidewalks. Five (5) foot sidewalks shall be installed on both sides of the street throughout the development as required and in accordance with the Subdivision Ordinance and the final engineering plans as may be approved by the Village Engineer, except where waived as outlined in the Planned Development Agreement.

9. 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.

10. 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/Developer's Phase 2 Final Subdivision/Final PUD Plan Petition for the Grasslands Phase 2 Property based on the conditions set forth in Sections One and Three of this Ordinance:

- A. That the proposed townhomes are permitted uses in the PD Zoning District;
- B. The Planned Unit Development for the Phase 2 Property 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 for the Phase 2 Property 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 for the Phase 2 Property shall include impact donations in accordance with the Bartlett Donation Ordinance as set forth in the Planned Development Agreement;
- E. The Phase 2 Final PUD Plan provides adequate utilities, drainage and other necessary facilities;
- F. The Phase 2 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 Phase 2 Final PUD Plan provides 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 Owner/Developer shall be required to provide reasonable assurance that, if authorized, the Planned Unit Development for the Phase 2 Property will be completed according to schedule and adequately maintained.

SECTION THREE: That the approval of the Final Subdivision Plat/Final PUD Plan for Phase 2 in Section One of this Ordinance is based upon and is hereby made contingent upon the satisfaction of the following conditions:

- A. Prior to execution of the Phase 2 Final Plat by the Village, Village Engineer approval of the final engineering plans, stormwater report and engineer's estimate of cost ("EEOC") for the Phase 2 Public Improvements;
- B. Prior to execution of the Phase 2 Final Plat by the Village, a Public Improvements Completion Agreement for the development of the Grasslands Phase 2 Property (the "Phase 2 PICA") must be submitted and approved by the Village Board;
- C. Sidewalks and bike paths are required to be installed in accordance with the Subdivision Ordinance except where expressly waived in the Planned Development Agreement;
- D. All construction traffic shall exit the site southbound on Naperville Road and appropriate signage installed;
- E. Approval from the Cook County Division of Transportation for the curb cut roadway improvements on Naperville Road;
- F. A Special Service Area Number 2 for the Townhomes of Grassland shall be established prior to the issuance of a residential building permit;
- G. Prior to execution of the Phase 2 Final Plat by the Village, proposed CCR's or amendment to the Master CCRs for Phase 1, including if a single ownership landlord entity for townhome rentals, shall be reviewed and approved by the Village Attorney prior to the recording of the Phase 2 Final Plat;
- H. A 10-ft. wide bike path shall be installed along the east side of Naperville Road and within the railroad right of way in accordance with the Planned Development Agreement,
- I. Compliance with the satisfaction of the terms and conditions of the Planned Development Agreement. In the event of a conflict between the terms and conditions of this Ordinance and the terms and conditions of the Planned Unit Development, the terms and conditions of the Planned Unit Development shall control except with respect to the Declaration of Covenants, Conditions and Restrictions set forth in Section One, A.6., and Grasslands THOA set forth in Section One, A.7., as the Final Subdivision Plat/Final PUD Plan for Phase 2 is in substantial conformance with the Preliminary Subdivision Plat/Preliminary PUD Plan with respect to the Phase 2 Property and the townhome buildings and townhome lots to be developed and constructed

thereon comply with the terms of the Planned Development Agreement and the Rezoning Ordinance.

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: October 18, 2022

APPROVED: October 18, 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 Ordinance 2022-_____ enacted on October 18, 2022 and approved on October 18, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION – GRASSLANDS PHASE 2 (TOWNHOMES):

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, LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID NORTHERLY RIGHT OF WAY LINE BEING DESCRIBED PER DOCUMENT NUMBER 414744 AND LYING WEST OF THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59, 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 OR 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 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398,9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 26 DEGREES 19 MINUTES 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:

THAT PART TAKEN FOR NAPERVILLE ROAD,

CONTAINING 70.048 ACRES MORE OR LESS.



GARY R. WEBER
ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 W LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-668-7197

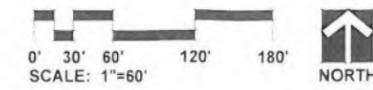
DEVELOPER
CROWN COMMUNITY
DEVELOPMENT
1751 A WEST DICK ROAD
NAPERVILLE, ILLINOIS 60563

CIVIL ENGINEER
ESM CIVIL SOLUTIONS, LLC
4320 WINFIELD ROAD #201
WARRENVILLE, ILLINOIS 60555



PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks	Key	Qty	Botanical/Common Name	Size	Remarks
SHADE TREES					EVERGREEN TREES				
AF	11	Acer x freemanii 'Mormo' MORMO FREEMAN MAPLE	2 1/2' Cal		AC	3	Abies concolor WHITE FIR	8' Ht	
AM	8	Acer nyctagine 'Morton' STATE STREET MAPLE	2 1/2' Cal		PA	1	Picea canadensis NORWAY SPRUCE	8' Ht	
AS	11	Acer x saccharinum 'Green Mountain' GREEN MOUNTAIN SUGAR MAPLE	2 1/2' Cal		PG	3	Picea glauca var densata BLACK HILLS SPRUCE	8' Ht	
CD	12	Celtis occidentalis COMMON HACKBERRY	2 1/2' Cal		PO	3	Picea mariana SERBIAN SPRUCE	8' Ht	
GT	18	Gleditsia triacanthos var inermis 'Skyline' SKYLINE HONEYLOCUST	2 1/2' Cal		PS	11	Pinus strobus EASTERN WHITE PINE	8' Ht	
PH	6	Platanus x acerifolia 'Morton Circle' EXCLAMATION! LONDON PLANETREE	2 1/2' Cal		DECIDUOUS SHRUBS				
OB	15	Quercus bicolor SWAMP WHITE OAK	2 1/2' Cal		UP	10	Hydrangea paniculata 'SIMPLOP' LITTLE QUICK FIRE HYDRANGEA	24" Tall	3' O.C.
O	10	Quercus americana SHINGLE OAK	2 1/2' Cal		PL	32	Physocarpus opulifolius 'Diana May' LITTLE DEVIL NINEBARK	24" Tall	3' O.C.
OR	6	Quercus rubra RED OAK	2 1/2' Cal		EVERGREEN SHRUBS				
TA	11	Tilia americana 'Redmond' REDMOND AMERICAN LINDEN	2 1/2' Cal		JS	6	Juniperus chinensis var sargentii 'Viridis' GREEN SARGENT JUNPER	24" Wide	3' O.C.
TC	15	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	2 1/2' Cal		ORNAMENTAL GRASSES				
TT	1	Tilia tomentosa 'Sterling' STERLING SILVER LINDEN	2 1/2' Cal		CK	26	Calamagrostis x scutiflora 'Karl Foerster' FEATHER REED GRASS	#	30" O.C.
UM	8	Ulmus 'Morton Glossy' 'TRIUMPH ELM'	2 1/2' Cal		SH	8	Sporobolus heterolepis PRAIRIE DROPSEED	#	24" O.C.
UC	15	Ulmus canadensis 'New Horizon' NEW HORIZON SHOOT-LEAF ELM	2 1/2' Cal		PERENNIALS				
ORNAMENTAL TREES					AB	35	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#	18" O.C.
AG	9	Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht	Multi-Stem	HL	76	Hemerocallis 'Little Wine Cup' LITTLE WINE CUP DAYLILY	#	18" O.C.
BN	7	Betula nigra 'Cully' HERITAGE RIVER BIRCH	6' Ht	Multi-Stem	NW	57	Nepeta 'Walker's Low' WALKER'S LOW CATMINT	#	18" O.C.
CC	14	Cercis canadensis EASTERN REDBUD	6' Ht	Multi-Stem	GROUNDCOVERS				
MR	9	Morus 'Prairie' PRAIRIE CRABAPPLE	2' Cal	Tree Form	LS	43	Lilium spicata CREEPING LILYTURF	RSP#	18" O.C.
ORNAMENTAL TREES					MISC MATERIALS				
AG	9	Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht	Multi-Stem	84	SHREDDED HARDWOOD MULCH	GT		
BN	7	Betula nigra 'Cully' HERITAGE RIVER BIRCH	6' Ht	Multi-Stem	13, 93	SOD	GT		
CC	14	Cercis canadensis EASTERN REDBUD	6' Ht	Multi-Stem	2 73	TURF SEED & EROSION CONTROL BLANKET	AC		
MR	9	Morus 'Prairie' PRAIRIE CRABAPPLE	2' Cal	Tree Form					



NATIVE LEGEND

Key	Qty	Description
[Pattern]	0.20 AC	LOW PROFILE PRAIRIE SEED MIX
[Pattern]	1.51 AC	EMERGENT PLANTINGS
[Pattern]	0.19 AC	WET MEADOW SEED MIX
[Symbol]	4	NATIVE AREA PROTECTION SIGN
[Symbol]	4	WETLAND PROTECTION SIGN

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 planting locations are to be staked for review and approval by the Village Forester prior to planting.

THE GRASSLANDS - PHASE 2 BARTLETT, ILLINOIS OVERALL LANDSCAPE PLAN

REVISIONS	DATE
1	9.23.2022

DATE: 8.22.2022
PROJECT NO.: CRN2001
DRAWN: TRC
CHECKED: GFB
SHEET NO.: 1 OF 10





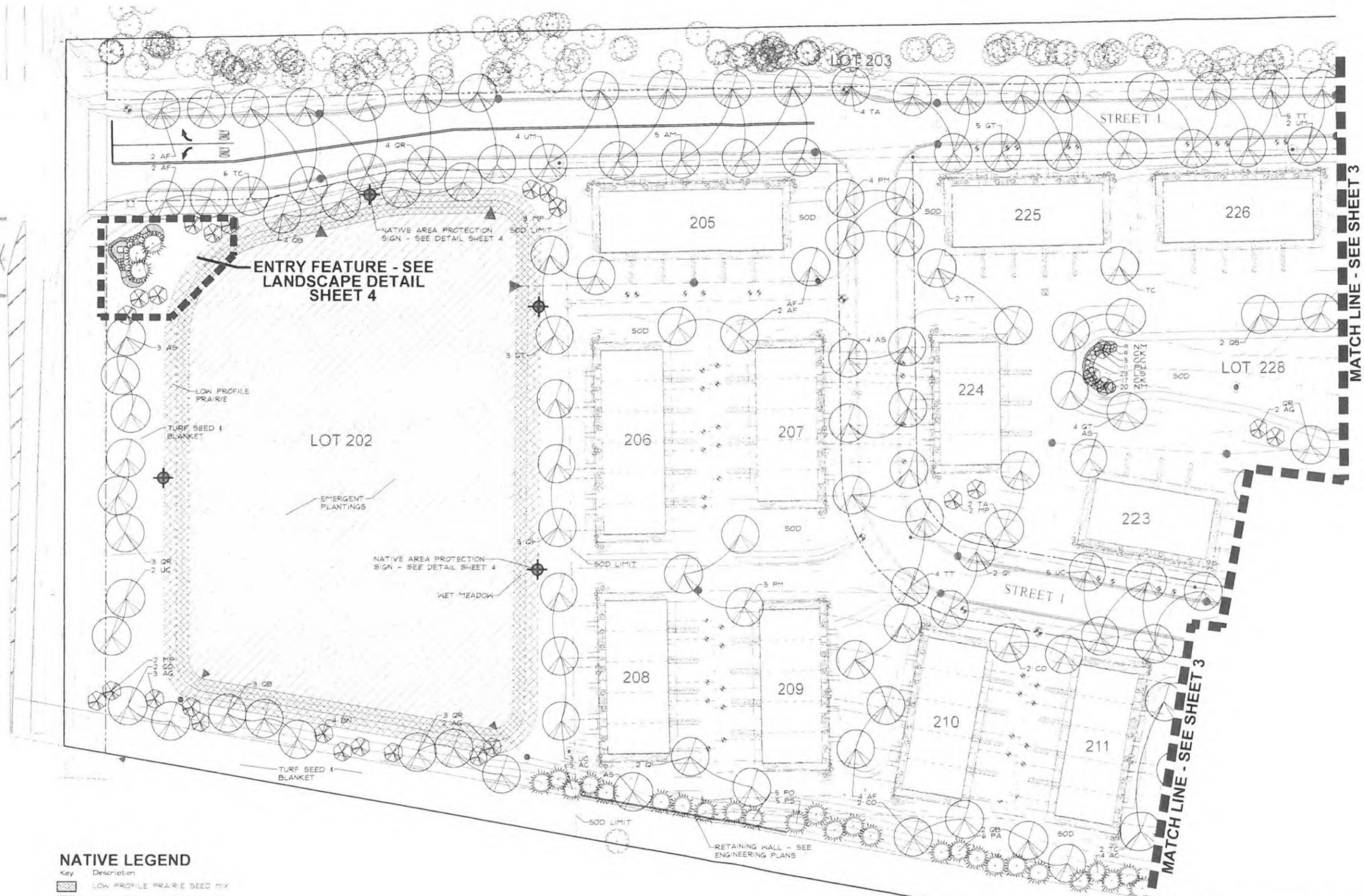
GARY R. WEBER
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CIVIL ENGINEER
ESM CIVIL SOLUTIONS, L.L.C.
4320 WINFIELD ROAD, #201
WARRENVILLE, ILLINOIS 60555

THE GRASSLANDS - PHASE 2
BARTLETT, ILLINOIS
LANDSCAPE PLAN

1 9/23/2022
REVISIONS

DATE 8/22/2022
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DRAWN TRC
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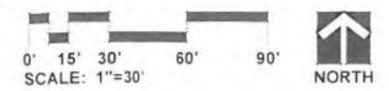


NATIVE LEGEND

Key	Description
	LOW PROFILE PRAIRIE SEED MIX
	EMERGENT PLANTINGS
	WET MEADOW SEED MIX
	NATIVE AREA PROTECTION SIGN
	WETLAND PROTECTION SIGN

MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 3



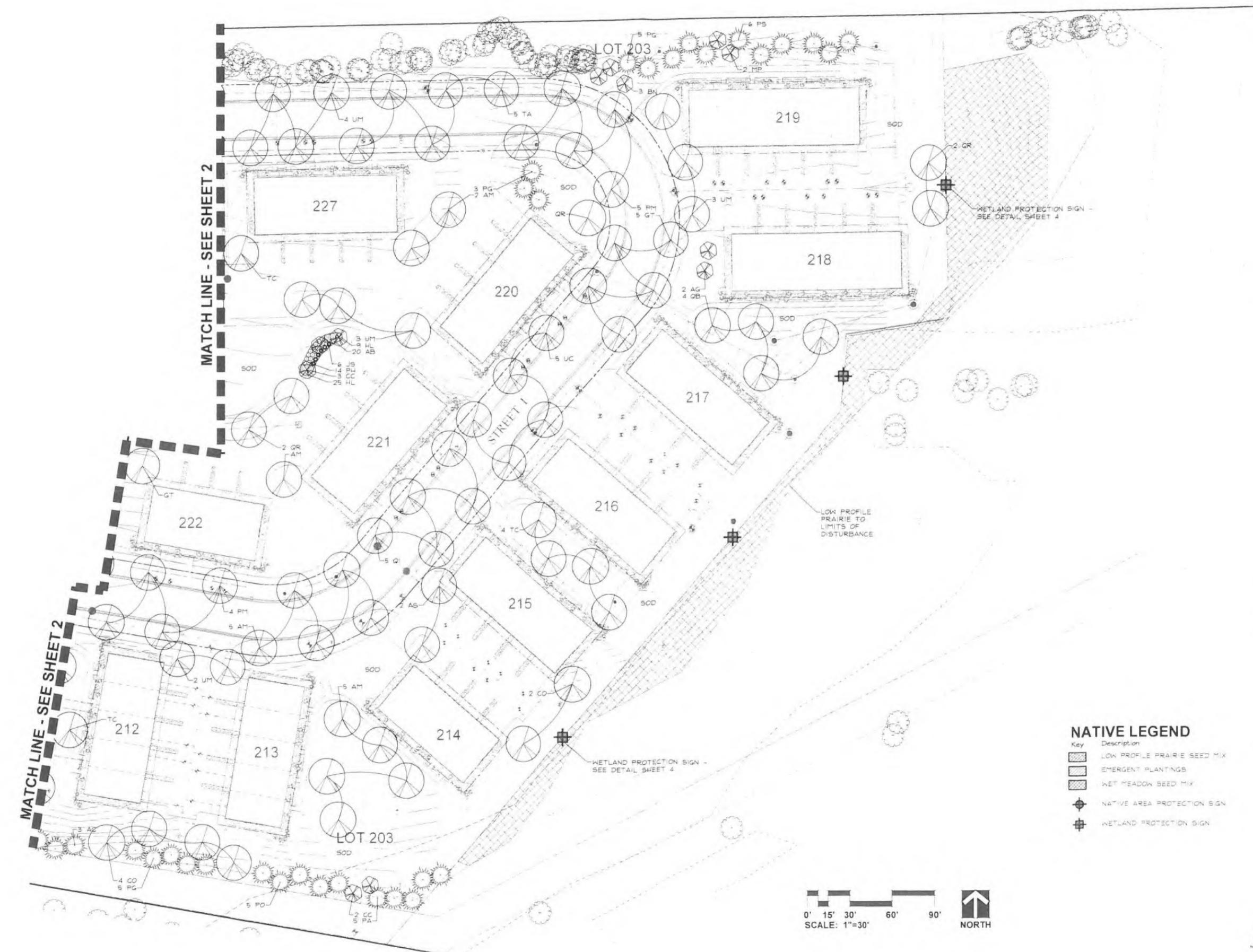


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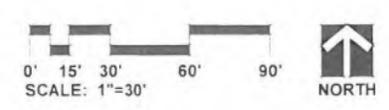
ENGINEER
ESM CIVIL SOLUTIONS, LLC
4320 WINFIELD ROAD, #200
WARRENVILLE, ILLINOIS 60555

THE GRASSLANDS - PHASE 2
BARTLETT, ILLINOIS
LANDSCAPE PLAN



NATIVE LEGEND

Key	Description
	LOW PROFILE PRAIRIE SEED MIX
	EMERGENT PLANTINGS
	WET MEADOW SEED MIX
	NATIVE AREA PROTECTION SIGN
	WETLAND PROTECTION SIGN



REVISIONS

NO.	DATE	DESCRIPTION
1	9/23/2022	

DATE: 8/22/2022
PROJECT NO.: CRN2001
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NATIVE SEED MIXTURES

Temporary Cover Crop

Cover crops shall be installed in all planting areas containing dry mesic, mesic, and wet mesic soils to stabilize soils, and combat weed pressure during the germination and establishment of the native seeding area.

Botanical Name	Common Name	lbs / AC
Spring Cover Crop		
<i>Avena sativa</i>	Seed Oats	30,000
Fall or Dormant Cover Crop		
<i>Taraxacum officinale</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>Aixis subcordatum</i>	Water Plantain	1.250	
<i>Iris virginica</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>Piptadenia cordata</i>	Picketweed	0.250	494
<i>Sagittaria latifolia</i>	Common Arrowhead	1.250	494
<i>Scirpus acutus</i>	Hardstem Bulrush	0.500	988
<i>Scirpus fluviatilis</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>Spartanium eurycarpum</i>	Bur Reed	1.000	494
Total Emergent Wetland Mix		8.750	5434

Wet Meadow Seed Mixture

Lower slopes of basin

Botanical Name	Common Name	lbs / AC
Grasses / Sedges		
<i>Carex debilis</i>	Betbs 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 mollis</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 stricta</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>Glyceria striata</i>	Fowl Mann 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
Total Grasses / Sedges		7.721

Wildflowers/Broadleaves

<i>Asclepias incarnata</i>	Swamp Milkweed	0.125
<i>Bidens cernua</i>	Nodding Bur Marigold	0.190
<i>Batonia asteroides</i>	False Aster	0.031
<i>Chamaecrista fasciculata</i>	Partridge pea	0.188
<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</i>	Blue Flag Iris	1.000
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.031
<i>Mimulus ringens</i>	Monkey Flower	0.031
<i>Symphoricarpos novae-angliae</i>	New England Aster	0.250
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	0.063
<i>Rudbeckia fulgida var. sulcatifolia</i>	Showy Black-Eyed Susan	0.250
<i>Zizia aurea</i>	Golden Alexanders	0.500
Total Forbs		3.037
Total Sedge Meadow Seed Mix		10.758

Low Profile Prairie with Flowers Seed Mix

Upper basin slopes

Botanical Name	Common Name	lbs / AC
Grasses		
<i>Bouteloua curtipendula</i>	Side Oats Grama	8.000
<i>Panicum virgatum</i>	Prairie Switch Grass	0.125
<i>Elymus trachycalyx</i>	Slender Wheatgrass	2.000
<i>Elymus canadensis</i>	Prairie Wild Rye	1.000
<i>Schizachyrium scapanum</i>	Little Bluestem	8.000
Total Grasses		17.125
Wildflowers/Broadleaves		
<i>Asplenium cernuum</i>	Nodding Wild Onion	0.190
<i>Amorpha canescens</i>	Lead Plant	0.125
<i>Asclepias tuberosa</i>	Whorled Milkweed	0.063
<i>Asclepias tuberosa</i>	Butterflyweed	0.500
<i>Astragalus canadensis</i>	Canada Milk Vetch	0.063
<i>Cornopsis palmata</i>	Prairie Coreopsis	0.025
<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	0.125
<i>Liatris aspera</i>	Rough Blazing Star	0.250
<i>Liatris pycnostachya</i>	Prairie Blazing Star	0.188
<i>Monarda fistulosa</i>	Prairie Bergamot	0.063
<i>Parthenium integrifolium</i>	Wild Quinine	0.016
<i>Penstemon digitalis</i>	Foaglove Beard Tongue	0.125
<i>Petalostemum candidum</i>	White Prairie Clover	0.125
<i>Petalostemum purpureum</i>	Purple Prairie Clover	0.156
<i>Potentilla arguta</i>	Prairie Cinquefoil	0.031
<i>Pycnanthemum tenuifolium</i>	Slender Mountain Mint	0.031
<i>Rafanida ornata</i>	Yellow Coneflower	0.125
<i>Rudbeckia fulgida var. sulcatifolia</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>Symphoricarpos leave</i>	Smooth Blue Aster	0.063
<i>Tradescantia ohioensis</i>	Common Spokenwort	0.063
<i>Verbena stricta</i>	Hoary Verain	0.125
<i>Zizia aurea</i>	Golden Alexanders	0.500
Total Forbs		5.640
Total Low Profile Prairie Seed Mix		22.765

SIGN NOTES

- SIGN BACKGROUND COLOR C=40 M=70 Y=00 K=28
SIGN FONT AND GRAPHIC COLOR WHITE
- FONT STYLE MYRAD PRO
FONT SIZE 1/2 PT
- SIGN ARTWORK SHALL BE PROVIDED BY GARY R. WEBER ASSOCIATES, INC.
- CONTRACTOR TO SUBMIT SHOP DRAWING AND COLOR SAMPLE FOR THE STORMWATER MANAGEMENT AREA SIGN FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO FABRICATION AND INSTALLATION.



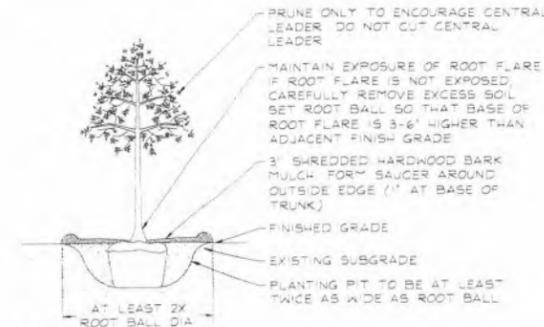
NATIVE AREA & WETLAND PROTECTION SIGN DETAIL
SCALE: N.T.S.

PLANTING DETAILS

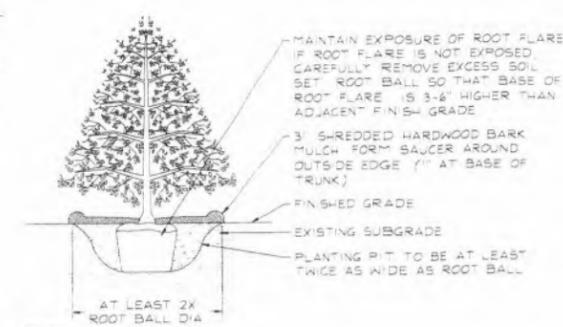


PERENNIALS AND GROUNDCOVERS
NOT TO SCALE

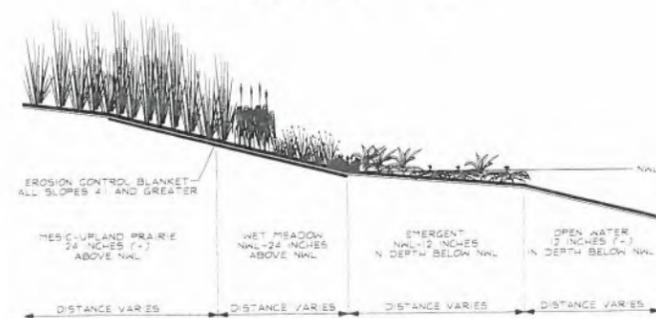
DECIDUOUS AND EVERGREEN SHRUBS
NOT TO SCALE



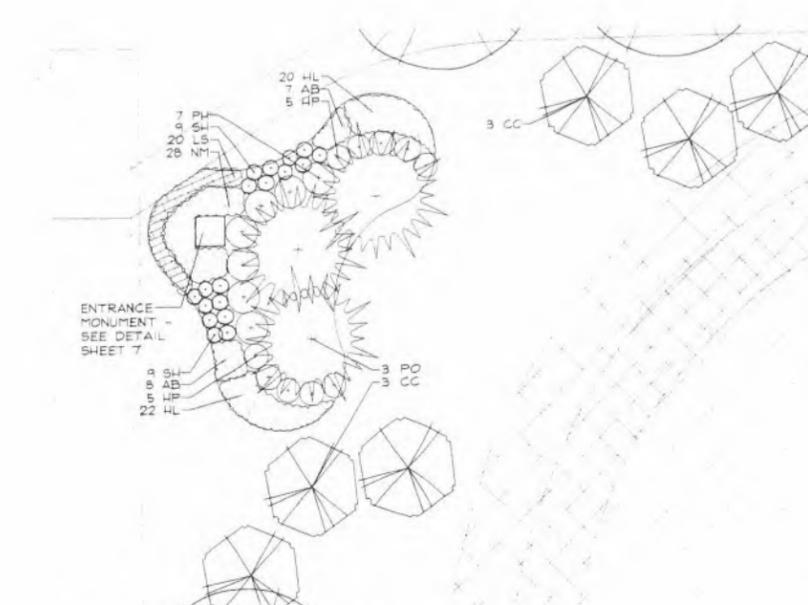
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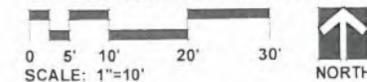
EVERGREEN TREES
NOT TO SCALE



PLANT COMMUNITY SECTION
NOT TO SCALE



ENTRANCE LANDSCAPE DETAIL



GRWA
GARY R. WEBER
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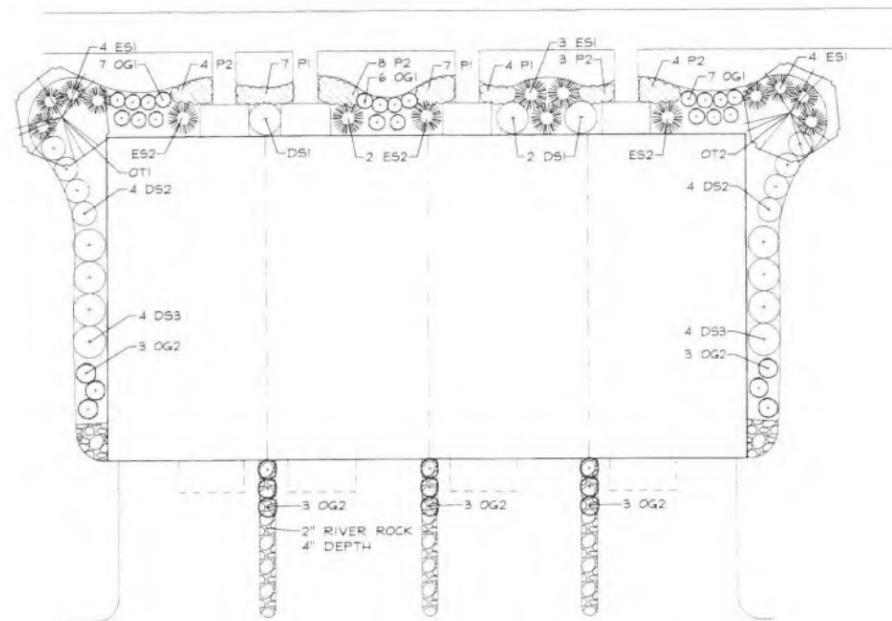
DESIGNER
CROWN COMMUNITY
DEVELOPMENT
1331 WEST DEER ROAD
NAPERVILLE, ILLINOIS 60563
DR. ENGINEER
ESM CIVIL SOLUTIONS, LLC
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THE GRASSLANDS - PHASE 2
BARTLETT, ILLINOIS
LANDSCAPE DETAILS

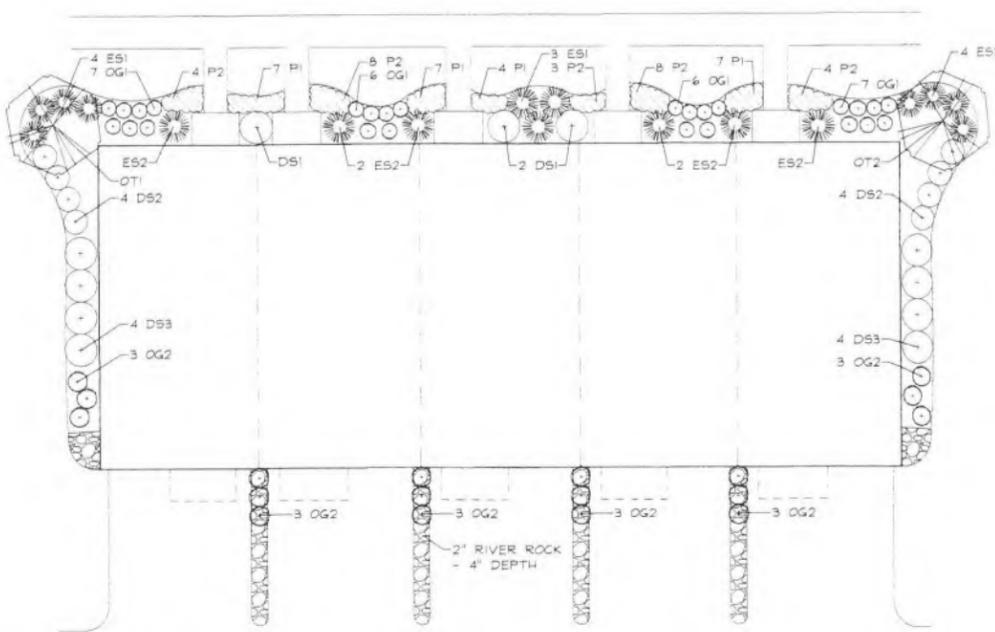
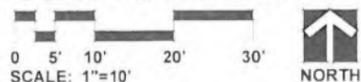
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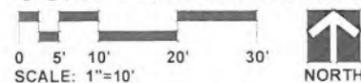




4 UNIT TYPICAL FOUNDATION LANDSCAPE DETAIL



5 UNIT TYPICAL FOUNDATION LANDSCAPE DETAIL



4 UNIT - PLANT LIST A
(BUILDINGS 222 & 224)

Key	Qty	Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES				
OT1	1	Camus alternifolia PAGODA DOGWOOD	6' Ht.	Mult-Stem
OT2	1	Cercis canadensis EASTERN REDBUD	6' Ht.	Mult-Stem
DECIDUOUS SHRUBS				
DS1	3	Hydrangea quercifolia 'Pee Wee' PEE WEE OAKLEAF HYDRANGEA	24" Tall	3' O.C.
DS2	8	Physocarpus opulifolius 'Dana May' LITTLE DEVIL NINEBARK	24" Tall	3' O.C.
DS3	8	Camus sericea 'Bailey' BAILEY'S REDTIG DOGWOOD	30" Tall	4' O.C.
EVERGREEN SHRUBS				
ES1	11	Juniperus sabinia 'Blue Forest' BLUE FOREST JUNIPER	24" wide	3' O.C.
ES2	4	Taxus x media 'Densiformis' DENSE YEW	24" wide	4' O.C.
ORNAMENTAL GRASSES				
OG1	20	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	6'	30" O.C.
OG2	15	Panicum virgatum 'RR' RUBY RIBBONS SWITCHGRASS	6'	24" O.C.
PERENNIALS				
P1	18	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	6"	18" O.C.
P2	19	Geranium sanguineum 'Max Frei' BLOODY CRANESBILL	6"	18" O.C.
MISC MATERIALS				
M	6	SHREDDED HARDWOOD MULCH	C.Y.	
		2" RIVER ROCK - 4" DEPTH	C.Y.	

4 UNIT - PLANT LIST B
(BUILDINGS 214 & 223)

Key	Qty	Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES				
OT1	1	Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Mult-Stem
OT2	1	Opuntia virginiana COMMON WITCHHAZE	6' Ht.	Mult-Stem
DECIDUOUS SHRUBS				
DS1	3	Camus glaucoflora 'Farlow' ARCTIC PINE DOGWOOD	24" Tall	3' O.C.
DS2	8	Hydrangea arborescens 'Abelard' INCREDIBALL HYDRANGEA	24" Tall	3' O.C.
DS3	8	Viburnum corymbosum KOREAN SPICE VIBURNUM	30" Tall	4' O.C.
EVERGREEN SHRUBS				
ES1	11	Pinus mugo 'Sturmund' DWARF MOUNTAIN PINE	24" wide	3' O.C.
ES2	4	Taxus x media 'Densiformis' DENSE YEW	24" wide	4' O.C.
ORNAMENTAL GRASSES				
OG1	20	Bouteloua gracilis BLUE GRAMA GRASS	6'	30" O.C.
OG2	15	Setaria autumnalis AUTUMN MOOR GRASS	6'	24" O.C.
PERENNIALS				
P1	18	Phlox 'Forever Pink' FOREVER PINK PHLOX	6"	18" O.C.
P2	19	Nasturtium 'Walker's Low' WALKER'S LOW CATTAIL	6"	18" O.C.
MISC MATERIALS				
M	6	SHREDDED HARDWOOD MULCH	C.Y.	
		2" RIVER ROCK - 4" DEPTH	C.Y.	

5 UNIT - PLANT LIST A
(BUILDINGS 207, 209, 210, 212, 215, 217, 225, 226, & 227)

Key	Qty	Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES				
OT1	1	Taxus canadensis RED JEWEL CRABAPPLE	6' Ht.	Mult-Stem
OT2	1	Magnolia stellata 'Royal Star' ROYAL STAR MAGNOLIA	6' Ht.	Mult-Stem
DECIDUOUS SHRUBS				
DS1	3	Hydrangea quercifolia 'Pee Wee' PEE WEE OAKLEAF HYDRANGEA	24" Tall	3' O.C.
DS2	8	Wegelia florida 'Bromus' FINE WINE HEIGEL	24" Tall	3' O.C.
DS3	8	Camus sericea 'Bailey' BAILEY'S REDTIG DOGWOOD	30" Tall	4' O.C.
EVERGREEN SHRUBS				
ES1	11	Juniperus sabinia 'Blue Forest' BLUE FOREST JUNIPER	24" wide	3' O.C.
ES2	4	Taxus x media 'Densiformis' DENSE YEW	24" wide	4' O.C.
ORNAMENTAL GRASSES				
OG1	20	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	6'	30" O.C.
OG2	15	Panicum virgatum 'RR' RUBY RIBBONS SWITCHGRASS	6'	24" O.C.
PERENNIALS				
P1	26	Geranium sanguineum 'Max Frei' BLOODY CRANESBILL	6"	18" O.C.
P2	27	Hosta 'Patriot' PATRIOT HOSTA	6"	18" O.C.
MISC MATERIALS				
M	7	SHREDDED HARDWOOD MULCH	C.Y.	
		2" RIVER ROCK - 4" DEPTH	C.Y.	

5 UNIT - PLANT LIST B
(BUILDINGS 208, 211, 213, 216, 220, & 221)

Key	Qty	Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES				
OT1	1	Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Mult-Stem
OT2	1	Camus alternifolia PAGODA DOGWOOD	6' Ht.	Mult-Stem
DECIDUOUS SHRUBS				
DS1	3	Aronic melanocarpa 'Morton' ROODIS BEAUTY CHOKEBERRY	30" Tall	3' O.C.
DS2	8	Fothergilla garden DWARF FOTHERGILLA	24" Tall	3' O.C.
DS3	8	Hydrangea quercifolia 'Femyned' SNOWQUEEN OAKLEAF HYDRANGEA	30" Tall	4' O.C.
EVERGREEN SHRUBS				
ES1	11	Ilex glabra 'Shamrock' SHAMROCK HICKBERRY	24" wide	3' O.C.
ES2	4	Taxus x media 'Densiformis' DENSE YEW	24" wide	4' O.C.
ORNAMENTAL GRASSES				
OG1	20	Bouteloua gracilis BLUE GRAMA GRASS	6'	30" O.C.
OG2	15	Setaria autumnalis AUTUMN MOOR GRASS	6'	24" O.C.
PERENNIALS				
P1	26	Allium 'Summer Beauty' SUMMER BEAUTY ONION	6"	18" O.C.
P2	27	Hemerocallis 'Rosy Returns' ROSY RETURNS DAYLILY	6"	18" O.C.
MISC MATERIALS				
M	7	SHREDDED HARDWOOD MULCH	C.Y.	
		2" RIVER ROCK - 4" DEPTH	C.Y.	

GRWA
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Division
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DEVELOPMENT
1751 A WEST OHL ROAD
NAPERVILLE, ILLINOIS 60563
Subcontractor
ESM CIVIL SOLUTIONS, LLC.
4320 WINFIELD ROAD #200
WARRENVILLE, ILLINOIS 60556

THE GRASSLANDS - PHASE 2
BARTLETT, ILLINOIS
TYPICAL FOUNDATION PLANS

1	9/23/2022
REVISIONS	

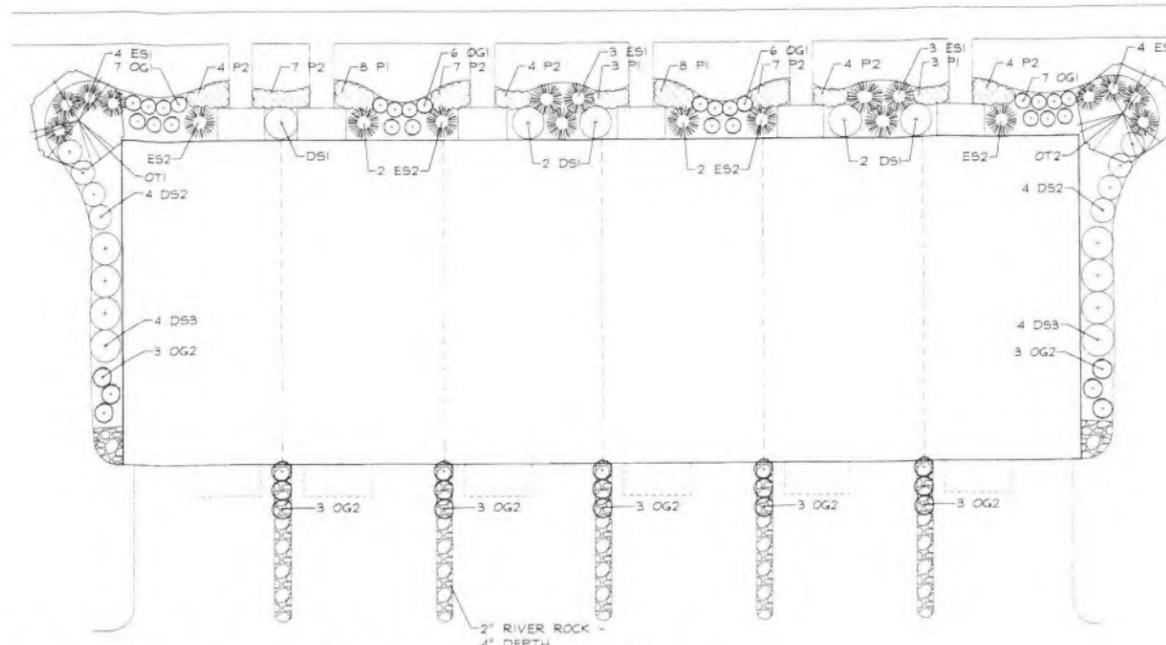
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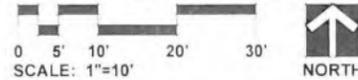


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CIVIL ENGINEER
ESM CIVIL SOLUTIONS, LLC.
4320 WINFIELD ROAD, #200
WARRENVILLE, ILLINOIS 60555



6 UNIT TYPICAL FOUNDATION LANDSCAPE DETAIL



6 UNIT - PLANT LIST A
(BUILDINGS 205, & 219)

Key	Qty	Botanica/Common Name	Size	Remarks
ORNAMENTAL TREES				
OT1		Magnolia virginiana SWEETBAY MAGNOLIA	6' Ht.	Multi-Stem
OT2		Camus stenocarpa PAGODA DOGWOOD	6' Ht.	Multi-Stem
DECIDUOUS SHRUBS				
DS1	5	Aronia melanocarpa 'Morton' ROGUE'S BEAUTY CHOKESBERRY	30" Tall	3 O.C.
DS2	8	Fothergilla garden DWARF FOTHERGILLA	24" Tall	3 O.C.
DS3	8	Hydrangea serrifolia 'Fleming's' SNOWQUEEN OAKLEAF HYDRANGEA	30" Tall	4 O.C.
EVERGREEN SHRUBS				
ES1	4	Juniperus horizontalis BLUE FOREST JUNIPER	24" Wide	3 O.C.
ES2	6	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4 O.C.
ORNAMENTAL GRASSES				
OG1	26	Calamagrostis x acutiflora Karl Foerster FEATHER REED GRASS	#	30" O.C.
OG2	21	Pennisetum spicatum DWARF FOUNTAIN GRASS	#	24" O.C.
PERENNIALS				
P1	22	Hosta 'Patriot' PATRIOT HOSTA	#	8 O.C.
P2	37	Heisteria mirabilis 'Palace Purple' PALACE PURPLE CORAL BELLS	#	8" O.C.
MISC MATERIALS				
B		SHREDDED HARDWOOD MULCH	C.Y.	
2		2" RIVER ROCK - 4" DEPTH	C.Y.	

6 UNIT - PLANT LIST B
(BUILDINGS 206, & 218)

Key	Qty	Botanica/Common Name	Size	Remarks
ORNAMENTAL TREES				
OT1		Malus 'Red Jewel' RED JEWEL CRABAPPLE	6' Ht.	Multi-Stem
OT2		Cercis canadensis EASTERN REDBUD	6' Ht.	Multi-Stem
DECIDUOUS SHRUBS				
DS1	5	Camus stenocarpa 'Fennel' ARCTIC FIRE DOGWOOD	24" Tall	3 O.C.
DS2	8	Heigela florida 'Barnwell' FINE WINE HEIGELA	24" Tall	3 O.C.
DS3	8	Viburnum coccineum KOREAN SPICE VIBURNUM	30" Tall	4 O.C.
EVERGREEN SHRUBS				
ES1	4	Pinus mugo 'Soulomound' DWARF MOUNTAIN PINE	24" Wide	3 O.C.
ES2	6	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4 O.C.
ORNAMENTAL GRASSES				
OG1	26	Bouteloua gracilis BLUE GRAMA GRASS	#	30" O.C.
OG2	21	Sesleria autumnalis AUTUMN MOOR GRASS	#	24" O.C.
PERENNIALS				
P1	22	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#	8 O.C.
P2	37	Hemerocallis 'Rosy Returns' ROSY RETURNS DAYLILY	#	8 O.C.
MISC MATERIALS				
B		SHREDDED HARDWOOD MULCH	C.Y.	
2		2" RIVER ROCK - 4" DEPTH	C.Y.	

THE GRASSLANDS - PHASE 2
BARTLETT, ILLINOIS
TYPICAL FOUNDATION PLANS

1 9.23.2022
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WARRENVILLE, ILLINOIS 60555

THE GRASSLANDS - PHASE 2
BARTLETT, ILLINOIS

MONUMENT DETAILS

9/23/2022

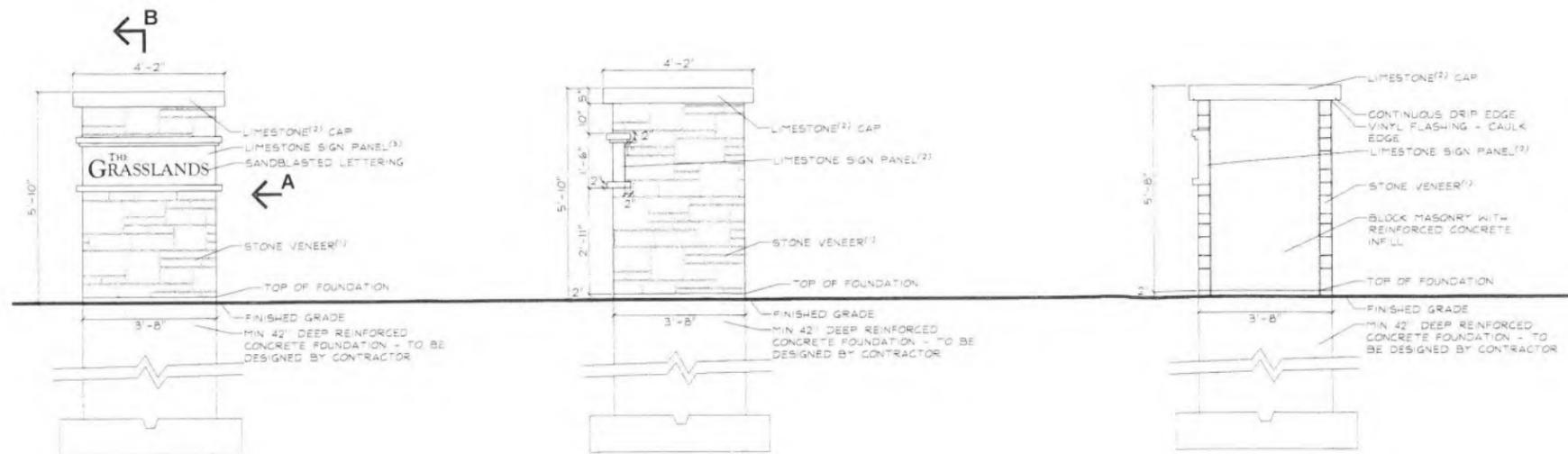
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7 OF 10



- (1) NATURAL STONE VENEER
BURCHEL STONE
FOND DU LAC RUSTIC ASHLAR PATTERN
SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL
- (2) INDIANA LIMESTONE
PRECAST CONCRETE ALLOWED AS ALTERNATE
SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL
- (3) SANDBLASTED SIGN LETTERING FONT
COPPERPLATE GOTHIC BOLD
PAINTED BLACK
- (4) LANDSCAPE ARCHITECT TO PROVIDE GRAPHIC
UPON REQUEST



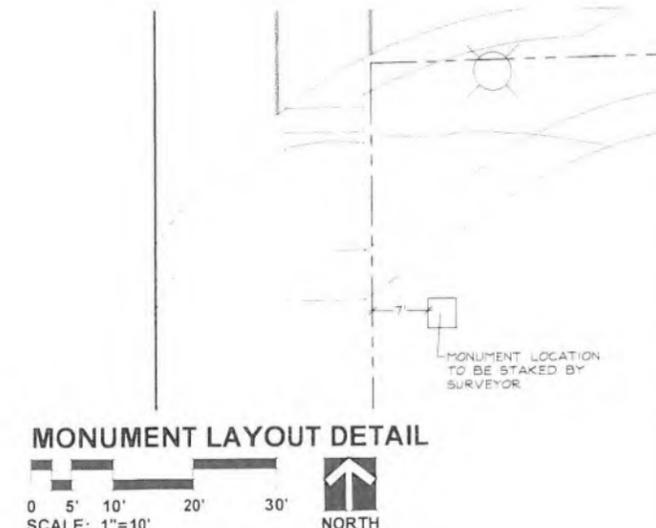
MONUMENT DETAILS
SCALE: 1/2"=1'-0"

ELEVATION A

SECTION B-B'



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 J.U.L.I.E. locates
 - 6. Comply with all applicable codes

2.0 QUALITY ASSURANCE

- A Construction shall conform to @Building Code Requirements for Engineered Brick Masonry, B.A., 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 J.U.L.I.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 cleared at the end of each working day.
- D All OSHA requirements for safety must be adhered to at all times.

4.0 GUARANTEES

- A Guarantee monuments, 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 performance 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 setting and setting drawings for all masonry work
 - 2 Submit one (1) set prints with following items in detail:
 - a) Sizes
 - a) 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 S
 - 4 Water: Clear, 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 Beds
 - 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.

D Mortar Joints: Horizontal and vertical face joints

- 1 Nominal thickness: 3/8 inch
- 2 Construct uniform joints
- 3 Groove 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

E Flashing

- 1 Install complete and continuous under stone capings 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

F Weepholes

- 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

B.0 CLEAN UP AND PROTECTION

- A All material shall be washed with fiber brushes, soap powder, and clean 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

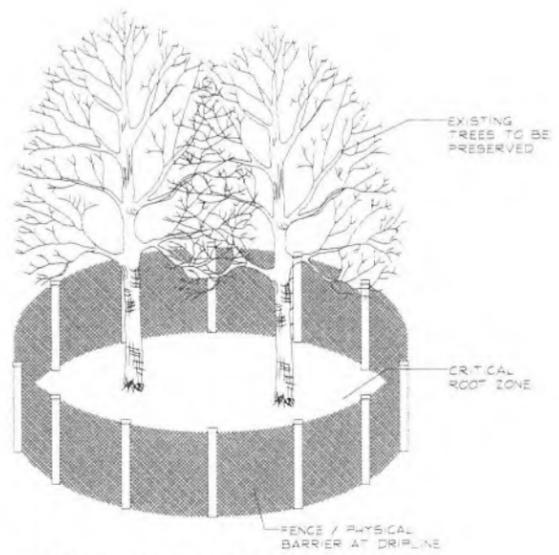
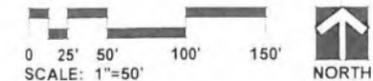
P.0 INSPECTION AND ACCEPTANCE

- 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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4320 WINFIELD ROAD, #200
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TREE PRESERVATION DETAIL

TREE PRESERVATION NOTES

- 48" high snow fence or wood barriers shall extend to the dripline of the tree or tree mass whenever possible and shall be installed before construction begins, and should not be removed until the completion of construction.
- 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.
- Broken or badly bruised branches shall be removed with a clean cut, if recommended by the professional Arborist, Landscape Architect or Horticulturist.
- 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.
- 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.
- When underground utilities are proposed within 5' of a preserved tree trunk, they must be augered if possible.

LEGEND

- REMOVED TREE
- PRESERVED TREE

THE GRASSLANDS - PHASE 2
BARTLETT, ILLINOIS
TREE PRESERVATION PLAN

1 9.23.2022

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WARRENVILLE, ILLINOIS 60555

THE GRASSLANDS - PHASE 2
EXISTING TREE INVENTORY
BARTLETT, ILLINOIS

9/23/2022

REVISIONS

DATE: 8/22/2022
PROJECT NO: CRN2001
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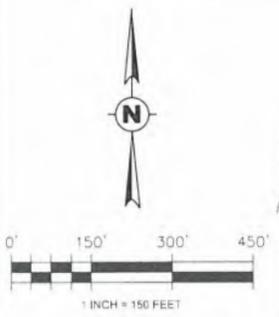
TAG NO	SCIENTIFIC NAME	COMMON NAME	DBH (inches)	DESCRIPTION	RATING	NOTES	PROPOSED ACTION
2001	Acer negundo	Box Elder	11	Poor	4	Strong Lean, Dead leader	Preserve
2002	Acer negundo	Box Elder	6.3	Poor	4	Split Risk, Trunk Rot	Preserve
2003	Prunus serotina	Black Cherry	12	Poor	4	Strong Lean	Preserve
2004	Acer negundo	Box Elder	9	Poor	4	80% Dead, Missing Bark	Preserve
2005	Acer negundo	Box Elder	12	Poor	4	Strong Lean, Crown Lean	Preserve
2006	Acer negundo	Box Elder	9	Poor	4	Strong Lean	Preserve
2007	Acer negundo	Box Elder	11	Poor	4	Strong Lean	Preserve
2008	Prunus serotina	Black Cherry	14	Poor	5	Dead Limbs, Strong Lean	Preserve
2009	Acer negundo	Box Elder	11	Poor	5	Dead Crown	Preserve
2010	Acer negundo	Box Elder	12	Poor	5	Horizontal Growth	Preserve
2011	Prunus serotina	Black Cherry	7	Poor	3	Strong Lean, 50% Dead Limbs	Preserve
2012	Acer negundo	Box Elder	7	Poor	5	Strong Lean	Preserve
2013	Acer negundo	Box Elder	7.7	Poor	5	80% Dead, One Leader Dead	Preserve
2014	Prunus serotina	Black Cherry	12	Poor	4	Strong Lean, Crown Lean	Preserve
2015	Acer negundo	Box Elder	11	Poor	4	#2014 leaning on it	Remove
2016	Acer negundo	Box Elder	11	Poor	3	Resprouts Only	Remove
2017	Acer negundo	Box Elder	8	Poor	3	Resprouts Only	Remove
2018	Prunus serotina	Black Cherry	10	Poor	4	Lean, Dead Branches	Remove
2019	Acer negundo	Box Elder	6	Poor	4	Lean, Strong Crown Lean	Remove
2020	Acer negundo	Box Elder	12	Poor	4	Strong Lean, Dead Branches	Remove
2021	Acer negundo	Box Elder	10	Poor	4	Strong Lean, Dead Branches	Remove
2022	Prunus serotina	Black Cherry	11	Poor	4	Strong Lean, Dead Leader	Remove
2023	Acer negundo	Box Elder	9	Poor	4	Strong Lean	Remove
2024	Prunus serotina	Black Cherry	6	DEAD	6	DEAD	Remove
2025	Acer negundo	Box Elder	9	Poor	4	Strong Lean, Dead Branches	Remove
2026	Acer negundo	Box Elder	7	Poor	4	Strong Lean, Dead Branches	Remove
2027	Prunus serotina	Black Cherry	10	Poor	5	90% Dead, Trunk Rot	Remove
2028	Prunus serotina	Black Cherry	12	Poor	4	Strong Lean, Dead Branches	Remove
2029	Prunus serotina	Black Cherry	13	Poor	4	Lean, Dead Limbs	Remove
2030	Prunus serotina	Black Cherry	14	Poor	4	Lean, Dead Limbs	Remove
2031	Prunus serotina	Black Cherry	9	Poor	4	Strong Lean	Remove
2032	Acer negundo	Box Elder	28	Poor	1	Dead Limbs, Strong Lean, Trunk Rot	Remove
2033	Acer negundo	Box Elder	24.17	Poor	1	Horizontal Growth	Remove
2034	Acer negundo	Box Elder	13	Poor	4	Strong Lean	Remove
2035	Acer negundo	Box Elder	10	Poor	5	Lean, Dead Branches	Remove
2036	Prunus serotina	Black Cherry	17	Poor	4	Strong Lean, Dead Limbs	Remove
2037	Acer negundo	Box Elder	16	Poor	4	Lean, Crown Lean	Remove
2038	Prunus serotina	Black Cherry	10	Poor	5	Horizontal Growth, Trunk Rot	Remove
2039	Acer negundo	Box Elder	10	Poor	5	Trunk Rot, Strong Lean, Cavity	Remove
2040	Prunus serotina	Black Cherry	13	Poor	4	Strong Lean, Dead Limbs	Remove
2041	Acer negundo	Box Elder	14	Poor	4	Strong Lean	Remove
2042	Morus alba	White Mulberry	5	Poor	4	Slight Lean, Crown Lean	Remove
2043	Acer negundo	Box Elder	8	Poor	4	Lean	Remove
2044	Acer negundo	Box Elder	12	Poor	3	Horizontal Growth	Remove
2045	Acer negundo	Box Elder	18	Poor	4	Dead Limbs, Lean	Remove
2046	Acer negundo	Box Elder	13.12.10	Poor	5	Trunk Rot, Split Risk	Remove
2047	Acer negundo	Box Elder	12	Poor	5	Strong Lean, Missing Bark, 90% dead	Remove
2048	Acer negundo	Box Elder	10.3	Poor	4	Strong Lean, Crown Lean	Remove
2049	Acer saccharinum	Silver Maple	11	Poor	4	Lean, Crown Lean, Unbalanced	Remove
2050	Prunus serotina	Black Cherry	13	Poor	4	Strong Crown Lean	Remove
2051	Prunus serotina	Black Cherry	12	Poor	4	Crown Lean	Remove
2052	Acer negundo	Box Elder	16	Poor	3	Horizontal Growth	Remove
2053	Acer negundo	Box Elder	11	Poor	4	Strong Lean	Remove
2054	Acer negundo	Box Elder	5	Poor	4	Strong Lean, Dead Branches	Remove
2055	Acer negundo	Box Elder	18	DEAD	6	Resprouts Only	Remove
2056	Acer negundo	Box Elder	18	DEAD	6	Broken in Half	Remove
2057	Acer negundo	Box Elder	22.9	Poor	4	Split Risk, Strong Lean, Trunk Seam	Remove
2058	Prunus serotina	Black Cherry	11	Poor	5	170% Dead	Remove
2059	Prunus serotina	Black Cherry	16	Poor	4	Strong Lean, Dead Branches	Remove
2060	Acer negundo	Box Elder	6	Poor	4	Lean, Crown Lean	Remove
2061	Prunus serotina	Black Cherry	17	Poor	4	Strong Lean	Remove
2062	Morus alba	White Mulberry	20	Poor	4	Strong Crown Lean, Trunk Seam	Remove
2063	Acer negundo	Box Elder	19	Poor	4	Large Trunk Cavity, Lean	Remove
2064	Acer negundo	Box Elder	8	Poor	4	Healing Trunk Scar, Lean	Preserve
2065	Acer negundo	Box Elder	9	Poor	4	Strong Lean, Crown Lean	Preserve
2066	Acer negundo	Box Elder	14	Poor	4	Strong Lean	Preserve
2067	Acer negundo	Box Elder	10	Poor	4	Strong Lean	Preserve
2068	Acer negundo	Box Elder	8	Poor	4	Strong Lean, Dead Branches	Preserve
2069	Prunus serotina	Black Cherry	15	Poor	4	Lean, Crown Lean	Preserve
2070	Acer negundo	Box Elder	4	Poor	3	Horizontal Growth	Preserve
2071	Acer negundo	Box Elder	10	Poor	4	Strong Lean	Preserve
2072	Acer negundo	Box Elder	10	Poor	4	Strong Lean, Crown Lean	Preserve
2073	Prunus serotina	Black Cherry	18	Poor	4	Strong Lean	Preserve
2074	Prunus serotina	Black Cherry	11.7	Poor	4	Slight Crown Lean	Preserve
2075	Prunus serotina	Black Cherry	7	Poor	4	Strong Lean, Dead Limbs	Preserve
2076	Acer negundo	Box Elder	7	Poor	4	Lean, Strong Crown Lean	Preserve
2077	Acer negundo	Box Elder	9	Poor	4	Strong Lean	Preserve
2078	Prunus serotina	Black Cherry	21	Poor	4	Trunk Cavity, Crown Lean, Dead Limbs	Preserve
2079	Acer negundo	Box Elder	7	Poor	4	Strong Lean	Preserve
2080	Acer negundo	Box Elder	18	Poor	4	Strong Lean	Preserve
2081	Prunus serotina	Black Cherry	14	Poor	4	Crown Split	Preserve
2082	Acer negundo	Box Elder	7	Poor	4	Lean	Preserve
2083	Prunus serotina	Black Cherry	8	Poor	4	Horizontal Growth	Preserve
2084	Prunus serotina	Black Cherry	9	Poor	4	Strong Crown Lean	Preserve
2085	Acer negundo	Box Elder	13	Poor	4	Lean, Crown Lean	Preserve
2086	Acer negundo	Box Elder	14	Fair	4	Slight Lean at Base	Preserve
2087	Prunus serotina	Black Cherry	13	Poor	4	Strong Lean, Crown Lean	Preserve
2088	Prunus serotina	Black Cherry	8	Poor	4	Lean, Crown Lean	Preserve
2089	Acer negundo	Box Elder	17	Poor	4	Lean	Preserve
2090	Acer negundo	Box Elder	21	Poor	4	Split at Half, Trunk Rot	Preserve
2091	Prunus serotina	Black Cherry	28	Poor	4	Lean, Crown Lean	Preserve
2092	Acer negundo	Box Elder	12	DEAD	6	Resprouts Only	Remove
2093	Acer negundo	Box Elder	12.14	Poor	5	Split Risk, One Leader Dead	Preserve
2094	Prunus serotina	Black Cherry	6	Poor	4	Crown Lean	Preserve
2095	Acer negundo	Box Elder	8.10	Poor	5	Split Risk, Strong Lean	Preserve
2096	Acer negundo	Box Elder	18	Poor	4	Strong Lean	Preserve
2097	Prunus serotina	Black Cherry	6	Poor	4	Strong Lean	Preserve
2098	Acer negundo	Box Elder	12	Poor	4	Lean, Crown Lean	Preserve
2099	Acer negundo	Box Elder	19	Poor	5	Horizontal Growth	Preserve
2100	Acer negundo	Box Elder	15	Poor	5	Split Risk, Dead Limbs, Strong Lean	Preserve
2101	Prunus serotina	Black Cherry	24	Poor	5	Strong Lean, Dead Leader	Preserve
2102	Acer negundo	Box Elder	13	Poor	4	30% Dead, Lean	Preserve
2103	Acer negundo	Box Elder	9	Poor	4	Split on Trunk	Preserve
2104	Prunus serotina	Black Cherry	15	Poor	4	Strong Crown Lean	Preserve
2105	Acer negundo	Box Elder	21	Poor	5	50% Dead Branches, Strong Lean	Preserve
2106	Prunus serotina	Black Cherry	13	Poor	4	Strong Lean	Preserve
2107	Prunus serotina	Black Cherry	11	Poor	4	Dead Branches, Crown Lean	Preserve
2108	Acer negundo	Box Elder	11	Poor	5	Resprouts Only	Preserve
2109	Ulmus americana	American Elm	12	Fair	4	Crown Lean	Preserve
2110	Ulmus americana	American Elm	16	Poor	4	Lean, Unbalanced	Preserve
2111	Acer negundo	Box Elder	18	Poor	4	Dead Limbs	Preserve
2112	Acer negundo	Box Elder	21	Poor	4	Strong Lean	Preserve
2113	Prunus serotina	Black Cherry	12	Poor	4	Lean, Crown Lean	Preserve
2114	Prunus serotina	Black Cherry	14	Poor	4	Strong Lean	Preserve
2115	Prunus serotina	Black Cherry	14.11	Poor	4	Split Risk, Strong Lean	Preserve
2116	Prunus serotina	Black Cherry	9	Poor	4	Strong Lean	Preserve
2117	Acer negundo	Box Elder	24	Poor	4	Strong Lean	Preserve
2118	Ulmus americana	American Elm	7.4	Fair	4	Slight Crown Lean	Preserve
2119	Prunus serotina	Black Cherry	23	Poor	4	Dead Limbs, Strong Lean	Preserve
2120	Acer negundo	Box Elder	16	DEAD	6	Missing Bark, Missing Crown, Strong Lean	Remove
2121	Ulmus americana	American Elm	14	Fair	3	Missing Bark	Preserve
2122	Prunus serotina	Black Cherry	16	Poor	4	Strong Lean	Preserve
2123	Acer negundo	Box Elder	14.9	Poor	5	Split Risk, Strong Lean	Preserve
2124	Prunus serotina	Black Cherry	14	Poor	4	Lean, Dead Branches	Preserve

TAG NO	SCIENTIFIC NAME	COMMON NAME	DBH (inches)	DESCRIPTION	RATING	NOTES	PROPOSED ACTION
2125	Prunus serotina	Black Cherry	10	Poor	4	Strong Crown Lean	Preserve
2126	Morus alba	White Mulberry	6	Poor	4	Lean, Crown Lean	Preserve
2127	Acer negundo	Box Elder	26	Poor	4	Cavity Lean	Preserve
2128	Prunus serotina	Black Cherry	20	Poor	4	Strong Lean, Dead Branches	Preserve
2129	Acer negundo	Box Elder	16	Poor	5	Horizontal Growth	Preserve
2130	Acer negundo	Box Elder	19	Poor	4	Strong Lean	Preserve
2131	Prunus serotina	Black Cherry	7	Poor	4	Strong Lean, Dead Branches	Preserve
2132	Prunus serotina	Black Cherry	19	Poor	4	Strong Lean, Dead Branches	Preserve
2133	Morus alba	White Mulberry	8	Poor	4	Crowded Crown Lean	Preserve
2134	Acer negundo	Box Elder	24	Poor	4	Lean, Crown Lean	Preserve
2135	Prunus serotina	Black Cherry	9	Poor	4	Lean, Crown Lean	Preserve
2136	Morus alba	White Mulberry	13	Poor	4	Lean, Crown Lean	Preserve
2137	Prunus serotina	Black Cherry	5	Poor	4	Lean	Preserve
2138	Acer negundo	Box Elder	10	Poor	4	Crown Lean	Preserve
2139	Acer negundo	Box Elder	14.12	Poor	4	Split Risk	Preserve
2140	Acer negundo	Box Elder	8	Poor	4	Strong Lean, Cavity	Preserve
2141	Acer negundo	Box Elder	9	Poor	4	Strong Lean	Preserve
2142	Prunus serotina	Black Cherry	9	Poor	4	Strong Lean	Preserve
2143	Morus alba	White Mulberry	14	Poor	4	Lean, Strong Crown Lean	Preserve
2144	Acer negundo	Box Elder	28.9	Poor	4	Split Risk, Strong Lean, Crown Lean	Preserve
2145	Acer negundo	Box Elder	19	Poor	4	Strong Lean, Dead Limbs	Preserve
2146	Prunus serotina	Black Cherry	10	Poor	4	Strong Lean, Dead Limbs	Preserve
2147	Prunus serotina	Black Cherry	12	Poor	4	Lean, Crown Lean	Preserve
2148	Morus alba	White Mulberry	5	Fair	3	Slight Crown Lean	Preserve
2149	Acer negundo	Box Elder	12	Poor	5	Horizontal Growth	Preserve
2150	Prunus serotina	Black Cherry	12	Poor	4	Lean, Crown Lean	Preserve
2151	Acer negundo	Box Elder	16	Poor	4	Strong Lean	Preserve
2152	Prunus serotina	Black Cherry	10	Poor	5	Horizontal Growth	Preserve
2153	Acer negundo	Box Elder	10	Poor	3	Slight Lean	Preserve
2154	Acer negundo	Box Elder	11	Poor	5	Horizontal Growth	Preserve
2155	Acer negundo	Box Elder	14	Poor	4	Strong Lean	Preserve
2156	Prunus serotina	Black Cherry	10	Poor	4	Strong Lean, Dead Limbs	Preserve
2157	Acer negundo	Box Elder	8	Poor	4	Lean, Crown Lean	Preserve
2158	Prunus serotina	Black Cherry	11	Poor	4	Strong Lean, Dead Limbs	Preserve
2159	Prunus serotina	Black Cherry	14	Poor	4	Lean, Dead Limbs	Preserve
2160	Acer negundo	Box Elder	10	DEAD	6	Resprouts Only	Remove
2161	Acer negundo	Box Elder	9	Poor	5	Split Risk	Preserve
2162	Populus deltoides	Eastern Cottonwood	9	Fair	3	Slight Lean	Preserve
2163	Prunus serotina	Black Cherry	12	Poor	4	Horizontal Growth, Crown Lean	Preserve
2164	Acer negundo	Box Elder	4	Poor	4	Strong Lean, Crown Lean	Preserve
2165	Acer negundo	Box Elder	14	Poor	4	Lean, Dead Branches	Preserve
2166	Prunus serotina	Black Cherry	8	Poor	4	Strong Lean	Preserve
2167	Prunus serotina	Black Cherry	13	Poor	4	Strong Lean	Preserve
2168	Acer negundo	Box Elder	11	Poor	4	Strong Lean, Dead Branches	Remove
2169	Acer negundo	Box Elder	15	Poor	4	Lean, Crown Lean	Preserve
2170	Acer negundo	Box Elder	13	Poor	4	Lean, Crown Lean	Preserve
2171	Acer negundo	Box Elder	8	DEAD	6	80% dead, Strong Lean	Remove
2172	Acer negundo	Box Elder	14	DEAD	6	Resprouts Only	Remove
2173	Acer negundo	Box Elder	19	Poor	4	Strong Lean, Crown Lean	Preserve
2174	Prunus serotina	Black Cherry	18	Poor	4	Sawcut at Base, Crown Lean	Preserve
2175	Catalpa bignonioides	Dowry Palm	9.3	Poor	4	Multiple Cavities, Split Risk	Preserve
2176	Acer negundo	Box Elder	16	Poor	5	Horizontal Growth	Preserve
2177	Prunus serotina	Black Cherry	14	Poor	4	30% Dead, Strong Lean	Preserve
2178	Acer negundo	Box Elder	14	Poor	4	Lean, Strong Crown Lean	Preserve</

FINAL PLAT OF SUBDIVISION FOR TOWNHOMES AT THE GRASSLANDS

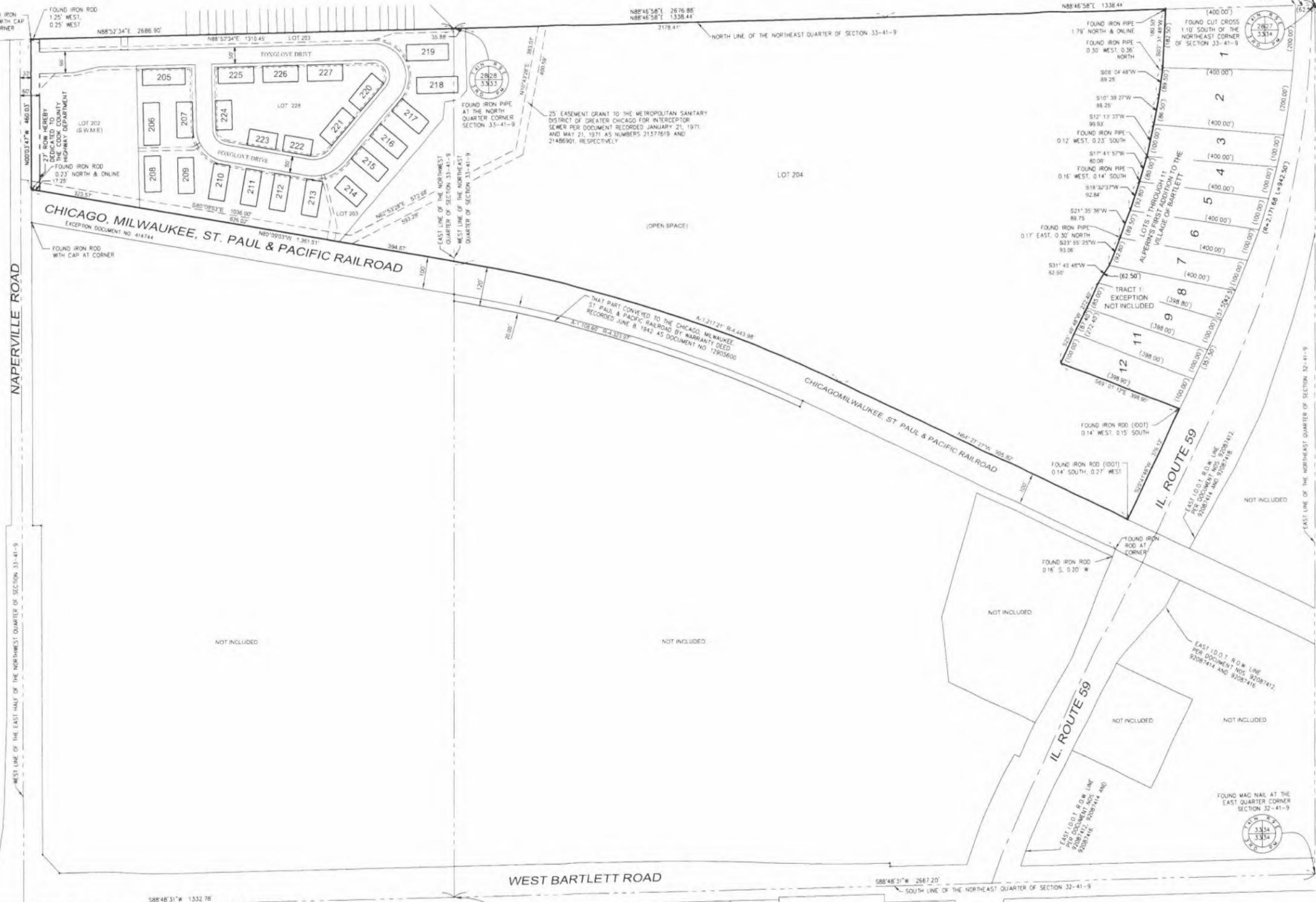
PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXHIBIT D



FOUND IRON PIPE AT THE NW CORNER SECTION 33-41-9

FOUND IR AT THE W QUARTER CORNER SECTION 32-41-9



NAPERVILLE ROAD

WEST BARTLETT ROAD

I.L. ROUTE 59

CHEVIOT DR

JODI LANE

COMMUNITY AREA NOTE
 PARCELS 202-204 AND 228 ARE TO BE OWNED BY EITHER THE TOWNHOMES AT GRASSLANDS HOMEOWNERS' ASSOCIATION OR THE OWNER OF THE ENTIRE SUBDIVISION.

TOTAL ACREAGE
 PROPOSED SUBDIVISION CONTAINS 3.051,307 SQUARE FEET MORE OR LESS OR 70.048 ACRES MORE OR LESS

OWNER, SUBDIVIDER & DEVELOPER
 BARTLETT 59, LLC
 1751A WEST DIEHL ROAD
 NAPERVILLE, IL 60563

CURRENT ZONING
 THE PROPERTY IS CURRENTLY ZONED AS PLANNED DEVELOPMENT (PD)

NOTE
 THE 1"=150' SCALE DRAWING ON SHEET 1 IS PROVIDED TO DISPLAY THE OVERALL BOUNDARY OF THE SUBDIVISION. REFER TO SHEETS 2 FOR FURTHER INFORMATION ON INDIVIDUAL LOTS, BUILDING SETBACK LINES, EXISTING AND PROPOSED EASEMENT LINES, DIMENSIONS AND ADDITIONAL NOTES.

PLAT OF SUBDIVISION
 THE TOWNHOMES
 OF GRASSLANDS

NO.	DATE	REVISION DESCRIPTION
1	05/06/21	PER VILLAGE COMMENTS
2	05/07/21	PER VILLAGE COMMENTS
3	05/27/21	PER VILLAGE COMMENTS
4	05/27/21	PER VILLAGE COMMENTS
5	05/27/21	PER VILLAGE COMMENTS
6	05/27/21	PER VILLAGE COMMENTS
7	05/27/21	PER VILLAGE COMMENTS
8	05/27/21	PER VILLAGE COMMENTS

ESM CIVIL SOLUTIONS, LLC
 4320 WINFIELD ROAD, SUITE 200 WARRENVILLE, IL 60555
 CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY



REGIONAL LAND SERVICES
 9512 E. FOWLER ROAD
 ROCHELLE, ILLINOIS 61068
 PHONE: (618) 559-2260

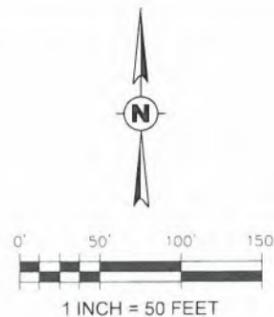


PROJECT NO. 19-0123
 DATE : 04/30/2022
 SHEET 1 OF 3
 DRAWING NO.
1

FINAL PLAT OF SUBDIVISION FOR TOWNHOMES AT 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 NORTH QUARTER CORNER SECTION 33-41-9.



ZONING -SR-6 PUD
SUBURBAN RESIDENCE - MULTIPLE FAMILY-MEDIUM DENSITY
PLANNED UNIT DEVELOPMENT

1 INCH = 50 FEET

NAPERVILLE ROAD

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD
EXCEPTION DOCUMENT NO. 414744

WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33-41-9.

27' ROW HEREBY DEDICATED TO THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

MONUMENT SIGN EASEMENT

LOT 202 (STORMWATER MANAGEMENT EASEMENT)

LOT 226 (PRIVATE (HOA) UTILITIES, DRY UTILITIES, PARKING, DRAINAGE AND ACCESS EASEMENT)

LOT 203 (PRIVATE (HOA) UTILITIES, DRY UTILITIES, PARKING, DRAINAGE AND ACCESS EASEMENT)

METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO EASEMENT (PER DOCUMENT NO'S 21377619 AND 21468901)



TYPICAL LOT DETAIL (LOTS 205 THRU 227)

- * LOTS 204-226 ARE TOWNHOMES
- * 130' BUILDINGS ARE 5 UNIT BUILDINGS
- * 110' BUILDINGS ARE 5 UNIT BUILDINGS
- * 90' BUILDING ARE 4 UNIT BUILDINGS

R.O.W., LOT AND PARCEL AREA TABLE						
LOT	AREA (S.F.)	LOT	AREA (S.F.)	LOT	AREA (S.F.)	
202	120,970	211	5,500	220	5,500	
203	229,782	212	5,500	221	5,500	
204	2,361,189	213	5,500	222	4,500	
205	6,500	214	4,500	223	4,500	
206	6,500	215	5,500	224	4,500	
207	5,500	216	5,500	225	5,500	
208	5,500	217	5,500	226	5,500	
209	5,500	218	6,500	227	5,500	
210	5,500	219	6,500	228	91,382	
					ROW	121,484
					TOTAL S.F.	3,051,307
					TOTAL AC.	70.048

NOTES

- IRON RODS SET 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 202-204 AND 228 ARE TO BE OWNED BY THE TOWNHOMES AT GRASSLANDS HOMEOWNERS' ASSOCIATION OR THE OWNER OF THE SUBDIVISION.
- ALL OF PARCEL 202 IS A STORM WATER MANAGEMENT EASEMENT.

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.

PLAT OF SUBDIVISION

THE TOWNHOMES AT GRASSLANDS

NO.	DATE	REVISION DESCRIPTION
1	05/06/21	PER VILLAGE COMMENTS
2	08/21/21	PER VILLAGE COMMENTS
3	09/27/22	PER VILLAGE COMMENTS
4	10/08/22	PER VILLAGE COMMENTS
5		
6		
7		
8		

ENGINEER:
ESM CIVIL SOLUTIONS, LLC
4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555
D 630-300-9533 C 630-624-0520
CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

REGIONAL LAND SERVICES
9512 E. FOWLER ROAD
ROCKELLE, IL 61068
PHONE: (618) 559-2260

PROJECT NO. 19-0123
DATE: 04/30/2022
SHEET 2 OF 3
DRAWING NO. 2

FINAL PLAT OF SUBDIVISION FOR TOWNHOMES AT 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 _____, 2022.

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 _____, 2022 AT _____, ILLINOIS.

PRINT: _____
NOTARY PUBLIC

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 _____, 2022.

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 144 AND NAPERVILLE ROAD PURSUANT TO 785 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 _____, 2022.

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 _____, 2022.

BY: _____

PRINT: _____
COUNTY CLERK

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 _____, 2022

BY: _____ ATTEST: _____

PRINT: _____ PRINT: _____
VILLAGE PRESIDENT VILLAGE CLERK

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

REVIEWED BY THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS

THIS _____ DAY OF _____, 2022

BY: _____

PRINT: _____
PLANNING AND ZONING COMMISSION CHAIRMAN

ATTEST: _____

PRINT: _____
PLANNING AND ZONING 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 APPOINTED AGAINST THE TRACT OF LAND INCLUDED ON THE SUBJECT PLAT.

DATED THIS _____ DAY OF _____, 2022

BY: _____

PRINT: _____
VILLAGE TREASURER

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

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)

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 LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID NORTHERLY RIGHT OF WAY LINE BEING DESCRIBED PER DOCUMENT NUMBER 1144 AND LYING WEST OF THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59 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 OR 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 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 26 DEGREES 19 MINUTES 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 2171.66 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM.

THAT PART TAKEN FOR NAPERVILLE ROAD

CONTAINING 70.048 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 17031C0305J, COMMUNITY PANEL NUMBER 170059, EFFECTIVE DATE 08/19/2008, AND FLOOD INSURANCE RATE MAP 17031C0164J, COMMUNITY PANEL NUMBER 170059, EFFECTIVE DATE 08/19/2008.

DATED THIS _____ DAY OF _____, 2022.

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

SPECIAL SERVICE AREA NOTICE

(A) THE OWNER OF THE SUBDIVISION 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 OF THE SUBDIVISION 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 OWNER OF THE SUBDIVISION OR 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 OF THE SUBDIVISION OR THE APPLICABLE DEVELOPER, AND DISCLOSING THE SPECIAL SERVICE AREA OBLIGATIONS OF EACH OWNER'S ASSOCIATION OR OWNER OF THE SUBDIVISION 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 OF THE SUBDIVISION 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 0-4 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, 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 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 202, 203, 204 AND 228, 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 INTENTION 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 202, 203, 204 AND 228, 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 202, 203, 204 AND 228, 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 202, 203, 204 AND 228, 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 RE-RECORDATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF DUPAGE (OR COOK COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE OWNERS ASSOCIATION AND AGAINST LOTS 202, 203, 204 AND 228, 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 ATTORNEYS' 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 202, 203, 204 AND 228, 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.

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.

UTILITY EASEMENT APPROVED AND ACCEPTED

COMMONWEALTH EDISON	SBC
BY: _____ DATED: _____	BY: _____ DATED: _____
TITLE: _____	TITLE: _____
NICOR	COMCAST
BY: _____ DATED: _____	BY: _____ DATED: _____
TITLE: _____	TITLE: _____

PLAT OF SUBDIVISION

THE TOWNHOMES
AT GRASSLANDS

NO.	DATE	REVISION DESCRIPTION
1	05/08/21	PER VILLAGE COMMENTS
2	08/27/21	PER VILLAGE COMMENTS
3	08/27/21	PER VILLAGE COMMENTS
4	10/27/21	PER VILLAGE COMMENTS
5	10/27/21	PER VILLAGE COMMENTS
6	10/27/21	PER VILLAGE COMMENTS
7		
8		
9		

ENGINEER:
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



REGIONAL LAND SERVICES
9512 E. FOWLER ROAD
ROCHELLE, IL 61068
PHONE: (618) 559-2260

PROJECT NO. 19-0123
DATE: 04/30/2022
SHEET 3 OF 3
DRAWING NO.
3

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

of completing the PICA (hereinafter defined) and fixing the amount of security to be posted to guaranty that the on-site and off-site Public Improvements for Phase 1 to be constructed and installed by the Owner or a separate developer with whom the Owner enters a written agreement to construct and install the Public Improvements and private improvements for each phase and POD (the "applicable developer"), or by a separate general contractor or construction manager hired by the Owner or the applicable developer, will be completed, fully paid for and maintained by the Owner or the applicable developer for the Maintenance Period (hereinafter defined).

4. Engineering Approval for all Other Phases. Approval by the Village Engineer of the final engineering for plans for all other Phases (Phase 2 and Phase 3) which meet the requirements therefor as set forth in the Subdivision Ordinance. The owner or applicable developer's engineer shall submit engineer's estimate of probable cost for all Public Improvements (hereinafter defined) for the applicable Phase for the purpose of completing the PICA (hereinafter defined) for that Phase and to fix the amount of security to be posted to guaranty that said on-site and off-site Public Improvements (hereinafter defined) for that Phase are completed and fully paid for and will be maintained for the Maintenance Period (hereinafter defined).

B. CONDITIONS TO VILLAGE SIGNING FINAL PLATS OF SUBDIVISION AND TO RECORDING SAME. The following shall be conditions precedent to the Village signing the Final Plat of Subdivision and the recording any Final Plat of Subdivision, or approval of a Final PUD Plan (sometimes referred to in the Zoning Ordinance as a "Final Development Plan"):

1. All of the conditions precedent in Section VII. A. of the Schedule of Conditions to Development shall have been satisfied.
2. Public Improvements Completion Agreement. The Owner and the applicable developer of the Phase or portion thereof to be developed and all PODs within such Phase or portion for which a Final Subdivision / Final PUD Approval Ordinance has been passed shall execute and deliver to the Village a Public Improvements Completion Agreement (the "PICA") in form set forth in the Subdivision Ordinance for each Phase or 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 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 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 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.

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.

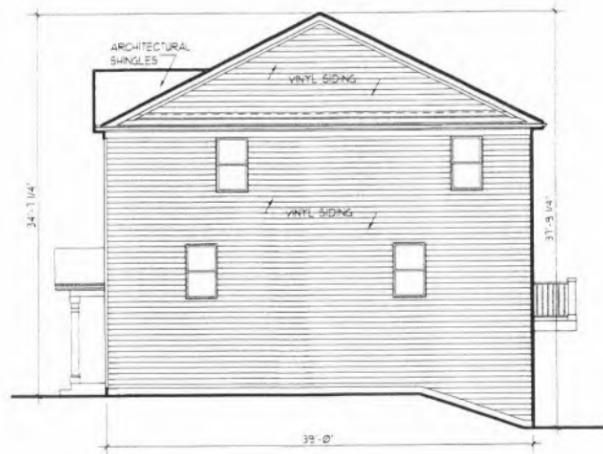
1. Compliance with the applicable provisions of chapter 2 of the Building Code (Title 9, Chapter 2, Sections 9-2-1 through 9-2-15 of the Bartlett Municipal Code), and the Supplemental Grading Requirements set forth on Exhibit G-1 attached.
2. The Corporate Authorities shall have adopted an ordinance 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.



FRONT ELEVATION - 4 UNIT BUILDING

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



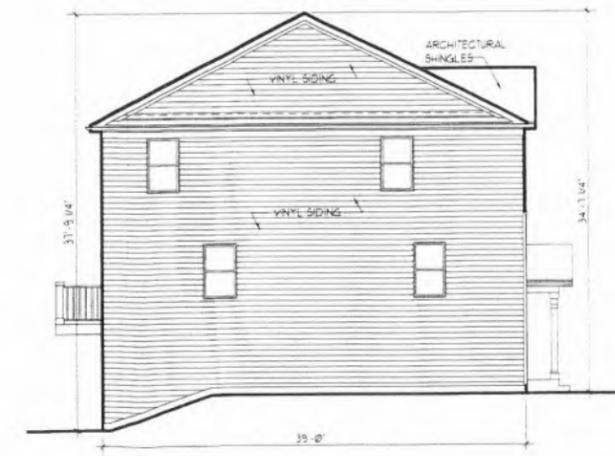
TYPICAL RIGHT ELEVATION

SCALE: 1/16"=1'-0"



TYPICAL REAR ELEVATION

SCALE: 1/16"=1'-0"



TYPICAL LEFT ELEVATION

SCALE: 1/16"=1'-0"

**4 UNIT BUILDING
SEABOARD SERIES**

GRASSLANDS
BARTLETT, IL



Village of Bartlett
Planning and Zoning Commission
October 6, 2022

(#22-09) Townhomes at the Grasslands (Phase 2)

The petitioner, **Dan Olsem** on behalf of Bartlett 59 LLC, 1751A W Diehl Road, Naperville, came forward and was sworn in by **Chairman M. Werden**. **D. Olsem** stated, we have a preliminary plat approval for the Grasslands development. This is phase 2 of our subdivision which consists of 116 townhomes units, 27 lots, and 23 buildings on 70 acres. I would be happy to answer any questions. **K. Stone** I do want to state that this is in substantial compliance with the preliminary plat and preliminary PUD plan that was previously approved by the Village Board and is also in compliance with the development agreement. The only thing that is new are the building elevations since there was not a builder selected previously. **M. Werden** how do these elevations compare to typical elevations? **K. Stone** the initial submittal had all vinyl siding. We told the builder that we needed at least 50% brick on the front elevations and that we did not think that would get a positive recommendation without it from this commission. These elevations are what they came back with. They also increased the size of the balconies over the rear garages. Some of the builder's other balconies that they have in the suburbs are significantly smaller. **M. Hopkins** do the elevations go with this plat approval? **K. Stone** yes. **M. Hopkins** if we approve this, the petitioner is bound by the elevations and plans that are submitted. In general, we are not a design commission. We review the planning and zoning. We look for the nuances and quirks where a plan can fail or succeed. We have already done a preliminary plan review on this. If the plans come in without substantial changes and if they are in compliance with the first round, there is little for us to review. **M. Werden** in this case, it is an improvement over the last time because of the elevations. **M. Hopkins** we did not review elevations last time. **K. Stone** staff does recommend approval subject to the conditions and findings of fact in the staff report.

J. Miaso made a motion to pass along **a positive recommendation** to the Village Board to approve case **(#22-09) Townhomes at the Grasslands (Phase 2)** Final Subdivision/PUD Plat and Final PUD Plan subject to the findings of fact outlined in the staff report.

Motioned by: J. Miaso

Seconded by: M. Sarwas

Roll Call

Ayes: C. Deveaux, M. Hopkins, J. Kapadoukakis, G. Koziol, J. Miaso, M. Sarwas, M. Werden

Nays: None

The motion carried.



Agenda Item Executive Summary

Item Name: Grasslands Subdivision - Phase 1, PICA Approval
Committee or Board: Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

Attached is the Resolution for the Public Improvements Completion Agreement (PICA) between the Village of Bartlett and D.R. Horton, Inc.- Midwest for the Grasslands Subdivision - Phase 1.

The Public Improvements include but are not limited to water main, sanitary sewer, storm sewer, storm detention basin, bike path/boardwalk/bridge, roadway and ROW improvements.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement (PICA)

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: A RESOLUTION RATIFYING THE PUBLIC IMPROVEMENTS COMPLETION AGREEMENT FOR THE GRASSLANDS SUBDIVISION - PHASE 1 BETWEEN THE VILLAGE OF BARTLETT AND D.R. HORTON, INC.-MIDWEST

Staff: Bob Allen, Village Engineer

Date: October 18, 2022

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Bob Allen, Village Engineer *BA*
Subject: Grasslands Subdivision – Phase 1, Approval of PICA
Date: October 18, 2022

Attached is the Resolution for the Public Improvements Completion Agreement (PICA) between the Village of Bartlett and D.R. Horton, Inc.-Midwest for the Grasslands Subdivision – Phase 1.

The Public Improvements include but are not limited to water main, sanitary sewer, storm sewer, storm detention basin, bike path/boardwalk/bridge, roadway and ROW improvements.

MOTION: A RESOLUTION RATIFYING THE PUBLIC IMPROVEMENTS COMPLETION AGREEMENT FOR THE GRASSLANDS SUBDIVISION – PHASE 1 BETWEEN THE VILLAGE OF BARTLETT AND D.R. HORTON, INC. - MIDWEST

RESOLUTION 2022 - _____

**A RESOLUTION RATIFYING THE PUBLIC IMPROVEMENTS
COMPLETION AGREEMENT FOR THE GRASSLANDS SUBDIVISION – PHASE 1
BETWEEN THE VILLAGE OF BARTLETT AND D.R. HORTON, INC.- MIDWEST**

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 Public Improvements Completion Agreement for The Grasslands Subdivision – Phase 1 dated October 18, 2022, between the Village of Bartlett and D.R. HORTON, INC.-MIDWEST (the “Agreement”) and signed by the Village Administrator, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby ratified.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 18, 2022

APPROVED: October 18, 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 Resolution 2022 - _____ enacted on October 18, 2022, and approved on October 18, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PUBLIC IMPROVEMENTS COMPLETION AGREEMENT

MADE AND ENTERED into as of October 18, 2022, by and among D.R. Horton, Inc. – Midwest (hereinafter the “Owner” or the “Developer”, the context so requires), and the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (“the Village”).

RECITALS:

a. The Owner recently acquired title from Bartlett 59 LLC (“Former Owner”) to approximately 122 acres of vacant real estate located in the Village legally described on Exhibit A appended hereto and made part hereof (the “Phase 1 Property”). Former Owner still holds title to approximately 70 acres of vacant real estate (the “Phase 2 Property”). The Phase 1 Property and the Phase 2 Property are sometimes collectively referred to herein as the “Property”. The Property is legally described on Exhibit B hereto.

b. Former Owner and the Village entered into a certain Planned Development Agreement with an effective date of July 20, 2021 (the “Planned Development Agreement”) with respect to the rezoning and development of the Property, which is expressly incorporated herein by this reference, pursuant to which Former Owner petitioned the Village for certain zoning and subdivision requests and the Village passed Ordinance 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” (alternatively referred to herein as “Ordinance 2021-69” or the “Preliminary Subdivision/Preliminary PUD Plan Approval Ordinance”).

c. The Planned Development Agreement and the Preliminary Subdivision/Preliminary PUD Plan Approval Ordinance contemplated that the Property would be developed in three phases according to a certain phasing plan approved by Ordinance 2021-69.

d. Former Owner also filed a petition to approve (1) a final plat of subdivision/PUD for the Phase 1 Property (alternatively referred to herein as the “Grasslands Phase 1 Property” or the “Phase 1 Property”); and (2) a final PUD plan for the Grasslands Phase 1 Property, which petition was approved by the passage of Ordinance 2022-31, “An Ordinance Approving a Final Subdivision/PUD Plat and Final PUD Plan for Grasslands Subdivision Phase 1” (alternatively referred to herein as “Ordinance 2022-31” or the “Final Approval Ordinance for Phase 1”) which ordinance approved the “Final Subdivision Plat/Final PUD Plan for Phase 1” as defined in said ordinance, and was conditioned upon, among other things, that the owner and/or the applicable developer of the Grasslands Phase 1 Property shall execute and deliver to the Village a Public Improvement Completion Agreement in form set forth in the Subdivision Ordinance (hereinafter defined) except for such modifications or deviations therefrom approved by the Village Attorney, for the Phase 1 Property.

e. Intentionally Omitted.

f. Former Owner submitted to the Village for its approval the engineering plans and specifications for the on-site and any off-site public improvements for the Phase 1 Property, including, but not limited to, site grading and erosion control, water distribution system improvements, sanitary sewer system improvements, storm water management system improvements and storm sewer system, on-site and off-site roadway improvements, including without limitation, curbs, gutters, and driveway approaches; street system improvements, street lights, sidewalks, parkway trees and parkway landscaping and other landscaping on public property to be conveyed to a public entity as required by the Subdivision Ordinance, bicycle paths (including, without limitation, the Route 59 Bicycle Path and Underpass as defined in the Planned Development Agreement), board walks and creek bridge (the "Phase 1 Public Improvements") for the Grasslands Phase 1 Property prepared by ESM Civil Solutions, dated July 9, 2021 last revised June 3, 2022 (the "Phase 1 Engineering Plans") and the Village Engineer has approved the Phase 1 Engineering Plans, subject to the following conditions: (1) design and engineering, including materials for the proposed bike path, boardwalk and creek bridge must be approved by the Village and all federal and state regulations prior to construction; and (2) fence removal along the eastern section of the proposed bike path must be noted on the bike path plan.

g. Developer will act as general contractor to construct and install the Phase 1 Public Improvements and will hire various subcontractors and material suppliers to furnish labor and material in connection with the Phase 1 Public Improvements.

h. The Village is willing to execute the Final Subdivision/PUD Plat for the Phase 1 Property, as that term is defined in Ordinance 2022-31, only upon the condition that the Developer enter a Public Improvements Completion Agreement with the Village agreeing to cause the Phase 1 Public Improvements to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Phase 1 Engineering Plans and the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), will be fully paid for, and will be maintained by Developer for a period of from 15 months to 24 months after their completion as determined by the Village Engineer, and such obligations, and those set forth herein, and/or in the Ordinances of the Village, will be properly secured.

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

1. The Village agrees to cause the Final Subdivision/PUD Plat for the Phase 1 Property to be executed by its President, attested by its Clerk, signed by the Chairman of its Planning & Zoning Commission, and, provided Developer shall secure all other necessary plat approvals and paid tax bills and satisfy the conditions precedent thereto as set forth in the Planned Development Agreement, and to record said Final Subdivision/PUD Plat with the Cook County Clerk's Recordings Division.

2. Developer agrees: (i) to construct the Phase 1 Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in strict accordance with the Phase 1 Engineering Plans (subject to Village Engineer approval of minor modifications, as defined by applicable Village ordinance, due to field conditions) and the Subdivision Ordinance and to complete each of the nine categories of construction set forth in paragraph 3 on or before the completion dates therein specified (subject to force majeure and other

circumstances beyond Developer's reasonable control); and (ii) to pay to the general contractor or construction manager hired by the Owner, if any (the "Contractor"), and all prime contractors hired by the Owner, all subcontractors and material suppliers hired by Developer, or hired by the Contractor, if any, or by the prime contractor, who furnish labor or material, or both, for the installation and construction of the Phase 1 Public Improvements the full amounts due them for such labor and materials. Developer may cause the construction and completion of the Phase 1 Public Improvements in two distinct "sub-phases" as depicted on Exhibit C hereto, with the area shaded in purple being the first sub-phase and the area shaded in yellow being the second sub-phase. Developer shall maintain the Phase 1 Public Improvements for each particular sub-phase for the Maintenance Period (between 15 and 24 months as reasonably determined by the Village Engineer), after the date certified by the Village Engineer as the date on which the last of the Phase 1 Public Improvements for a particular sub-phase were completed, in strict accordance with the Phase 1 Engineering Plans therefor (subject to Village Engineer approval of minor modifications as aforesaid) and the Subdivision Ordinance (the "Completion Date"). The Developer's maintenance obligations shall include, but are not limited to: (a) maintaining the Phase 1 Public Improvements, (b) repairing any damage to the Phase 1 Public Improvements caused by Developer, its agents, servants, employees, subcontractors, material suppliers, or its successors and assigns, the Contractor (if any), or by any prime contractor hired by the Owner, and/or caused by any of their respective agents, servants, employees, successors or assigns, or by any subcontractor hired by the Developer, the Contractor (if any), or any other prime contractor, (c) repairing or replacing any defective workmanship or materials in the Phase 1 Public Improvements, (d) making good and protecting the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Phase 1 Public Improvements which shall have appeared or been discovered within the applicable Maintenance Period or any extension thereof, and (e) paying for the cost of all such maintenance and/or repair work. In the event that any of the Phase 1 Public Improvements are damaged, the burden shall be on the Developer to show that such damage was not caused by the Developer, its agents, servants, employees, successors or assigns, or by the Contractor (if any) or by any prime contractor hired by the Owner, or any of their respective agents, servants, employees, subcontractors, material suppliers, successors, assigns, subcontractors or material suppliers.

3. Completion Dates. The Phase 1 Public Improvements shall be completed in accordance with the following Schedule for each of the following categories, subject to force majeure and other circumstances beyond Developer's reasonable control:

(i) Erosion control shall be installed around all portions of the Phase 1 Property to be graded before any site grading takes place.

(ii) Site grading, including grading of rights-of-way, detention basins and/or retention ponds, lots and open space areas shall be completed on or before 12/31/2026.

(iii) Underground improvements, including water mains, vaults and valve vaults, sanitary sewer mains and manholes and any required force main, shall be completed on or before 12/31/2026.

(iv) Storm water management facilities, including underground items, detention items, wetland/riparian areas shall be completed on or before 12/31/2026.

(v) Curbs and street base, including "first lift" of pavement shall be completed on or before 12/31/2026.

(vi) Street lighting shall be completed on or before 12/31/2026.

(vii) Sidewalks, bicycle paths (including, without limitation, the Route 59 Bicycle Path and Underpass as defined in the Planned Development Agreement), board walks and creek bridge, shall be completed on or before 12/31/2026.

(viii) Parkway and open space restoration (including removal of all material, overburden and soil stockpiles, and repairs to catch basins, manholes and other structures located in parkways and open space areas), landscaping, sidewalks and street lights shall be completed on or before 12/31/2027.

(ix) Final street surface ("second lift"), including necessary repairs to street base "first lift", catch basins, manholes and other structures located between curb lines shall be completed on or before 12/31/2028.

4. Developer further agrees to furnish and cause to be maintained at all times proper construction security to guaranty the completion of, payment for, and maintenance of the Phase 1 Public Improvements, and as security for its obligations hereunder and under the Subdivision Ordinance in the amount of \$13,203,500.00 (the "Security Amount"). Such construction security shall be in the form of (i) a (1) Subdivision Performance Bond, and (2) a Subdivision Labor and Material Payment Bond, hereinafter sometimes collectively referred to as "Performance and Payment Bonds", each in form as set forth in the Subdivision Ordinance, except for such deviations and modifications therefrom as approved by the Village Attorney. Should Developer start mass earthwork prior to receipt of other necessary permits and approvals required to construct the Phase 1 Public Improvements, then in that event Developer's construction security shall be limited to the cost to complete erosion control, mass grading and restoration (if applicable), but shall be increased to the full Security Amount upon issuance of a Site Development Permit for the Grasslands Phase 1 Property.

5. Prior to commencing any work upon the Phase 1 Property, Owner shall furnish an Owner's Sworn Statement(s) listing the names and addresses of all contractors that it has entered a contract with to perform any of the Phase 1 Public Improvement work and the amounts of each such contract, and Developer, the Contractor (if any), and all other prime contractor(s) hired by Owner to perform the Phase 1 Public Improvement work shall each furnish the Village with a Contractor's Sworn Statement(s) listing the names and addresses of each subcontractor hired by it and the amount of each such subcontract (the "Initial Contractors Sworn Statements"), and upon completion of the Phase 1 Public Improvements (the "Phase 1 Public Improvements Work"), Owner shall furnish the Village with an updated Owners' Sworn Statement, and Developer, the Contractor (if any), and each prime contractor (if any) shall furnish the Village with updated sworn contractor's statements, and each shall furnish such final waivers of lien from all subcontractors and material suppliers that furnished labor and/or material for or in connection with the Phase 1 Public Improvements as shall be necessary to insure the Village against mechanic's lien claims under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) and against claims for lien under the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) (West 2008) (the "Bond Act") on any Subdivision Performance Bond,

Subdivision Labor and Material Payment Bond, Maintenance Bond, or other security that Developer has caused to be posted with the Village to secure its obligations under this Agreement and under the Subdivision Ordinance.

6. Construction and Maintenance Security.

A. Surety Bonds.

i. The Subdivision Performance Bond and the Subdivision Labor and Material Payment Bond shall be maintained and renewed by Developer and shall be held in escrow by the Village until the posting of the Maintenance Bond and satisfaction of Developer's other obligations required for acceptance of Phase 1 Public Improvements by the Corporate Authorities under the Subdivision Ordinance. After the posting of the Maintenance Bond and subsequent acceptance of the Phase 1 Public Improvements by the Corporate Authorities, the Village shall release the Performance and Payment Bond.

ii. Maintenance Bonds. Prior to the acceptance by the Village of the applicable sub-phase of Phase 1 Public Improvements pursuant to this Agreement and the Subdivision Ordinance, Developer shall post a Maintenance Bond in the amount of 15% of actual total cost of the applicable Phase 1 Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original penal sum on the Subdivision Performance Bond for Phase 1 (the "Maintenance Amount") as security for the performance of the Developer's maintenance obligations under this Agreement and the Subdivision Ordinance. The Maintenance Bond shall be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period as reasonably determined by the Village Engineer, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Phase 1 Public Improvements of which defect or deficiency the Village notifies the Developer within the applicable Maintenance Period pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw, make a claim on and/or to bring suit to collect on the Maintenance Bond by reason of the Developer's failure to fulfill its maintenance obligations under this Agreement and/or the Subdivision Bond, then Developer shall within ten days thereafter cause the Maintenance Bond to be increased to its full original amount.

iii. Form of Surety Bonds. The Subdivision Performance Bond, Subdivision Labor and Material Payment Bond and the Maintenance Bond (sometimes collectively referred to herein as the "Surety Bonds"), shall each be in a form prescribed in the Subdivision Ordinance, except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, and each shall be issued by a surety company licensed by the Illinois Department of Insurance authorizing it to issue and execute surety bonds and the surety company shall have a financial strength rating ("FSR") of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or similar rating agency. As required under the Public Construction Bond Act (30 ILCS 550/0.01, *et seq.*), each of the Surety Bonds shall be deemed to substantially contain the following provisions whether such provisions whether such provisions are inserted in such bond or not:

(a) “The Principal and Sureties on this Bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the State or any political subdivision thereof will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this Bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this Bond is given (which in this instance is none), after final settlement between the officers, board, commission or agent of the State or of any political subdivision thereof and the Principal has been made.”;

and

(b) “Upon the default of the Principal with respect to undertakings, covenants, terms, conditions, and agreements, the termination of the contractor’s right to proceed with the work, and written notice of that default and termination by the State or any political subdivision to the Surety (“Notice”), the Surety shall promptly remedy the default by taking one of the following actions:

(1) “The Surety shall complete the work pursuant to a written takeover agreement, using a completing contractor jointly selected by the Surety and the State or any political subdivision; or

(2) “The Surety shall pay a sum of money to the obligee, up to the penal sum of the bond, that represents the reasonable cost to complete the work that exceeds the unpaid balance of the contract sum.

“The Surety shall respond to the Notice within 15 working days of receipt indicating the course of action that it intends to take or advising that it requires more time to investigate the default and select a course of action. If the Surety requires more than 15 working days to investigate the default and select a course of action or if the surety elects to complete the work with a completing contractor that is not prepared to commence performance within 15 working days after receipt of Notice, and if the State or any political subdivision determines it is in the best interest of the State to maintain the progress of the work, the State or any political subdivision may continue to work until the completing contractor is prepared to commence performance. Unless otherwise agreed to by the procuring agency, in no case may the surety take longer than 30 working days to advise the State or political subdivision on the course of action it intends to take. The Surety shall be liable for reasonable costs incurred by the State or any political subdivision to maintain the progress to the extent the costs exceed the unpaid balance of the contract sum, subject to the penal sum of the bond.”

Each Surety Bond shall (a) be construed under the laws of Illinois, (b) provide for exclusive jurisdiction in the circuit courts of Illinois and venue in the Circuit Court for the 18th Judicial Circuit of DuPage County, Illinois, and (c) at if any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a

suitable Surety Bond from a different surety company meeting the minimum requirements set forth in paragraph 6.a.iii., and if any applicable obligation of Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, make a demand on the Subdivision Performance Bond and file suit on said Bond, and thereafter either hold all damages awarded or proceeds paid as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any, for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Phase 1 Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and/or under the Public Construction Bond Act (30 ILCS 550/et seq.) and that have not been collected under the Subdivision Labor and Material Payment Bond. The aggregate amount of the Subdivision Performance Bond and of the Subdivision Labor and Material Payment Bond may only be reduced to reflect a reduction in the total amount of the deposit required as whole categories of the Phase 1 Public Improvement Work as categorized in paragraph 3, subparagraphs (i) through (ix), inclusive of this Agreement are completed, provided the remaining balance on said Performance and Payment bonds shall not be reduced to an amount less than 115% of the Developer's professional engineer's opinion of probable cost to complete the remaining Phase 1 Public Improvements Work, plus the Maintenance Amount. No Surety Bond shall be released until the Phase 1 Public Improvement Work is satisfactorily completed and all of Developer's obligations under this Agreement, the Subdivision Ordinance and Ordinance 2022-31 (collectively, the "Village Approvals") have been satisfied, and the corporate authorities of the Village have passed an ordinance accepting the Phase 1 Public Improvements for the Grasslands Phase 1 Property. Further, none of the Surety Bonds shall be released unless and until Developer has presented to the Village Attorney owner's sworn statements, contractors' sworn statements, and final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate full payment of the Phase 1 Public Improvements and full payment to all contractors, subcontractors, and material suppliers that performed such work and/or furnished such materials.

iv. Replenishment of Surety Bonds. If at any time the Village determines that the penal sum on each of the Performance and Payment Bonds is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Phase 1 Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Phase 1 Public Improvements, then, within ten days after a demand by the Village, Developer shall cause the Surety to increase the penal sum of the appropriate Surety Bond(s) to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit Agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may make demand upon the Principal and the Surety for the penal sum of the applicable Surety Bond(s) and pursue all remedies available to the Village under the applicable Surety Bond(s) and pursue any deficiency from the Developer.

v. Replacement Surety Bonds. In the event the surety on the Performance and Payment Bonds has issued a notice of expiration of the applicable bond as provided in the underlying Surety Bond, and/or in the event (i) Developer has not performed all of its obligations under this Agreement, the Subdivision Ordinance and the other Village Approvals as determined by the Village in its sole discretion prior to the date by which the Village must bring suit on the Performance and Payment Bonds, or either of them to enforce it; and (ii) either (a) the issuer of the Performance and Payment Bond has not issued an extension or retraction of its notice of expiration more than 30 days prior to its expiration date, or (b) Developer has not caused another surety company that meets the minimum requirements set forth in paragraph 6.A.iii. above to issue a replacement surety bond in form as prescribed in the Subdivision Ordinance with such deviations and modifications therefrom that are satisfactory to the Village Attorney within said 30 days prior to its expiration date, the Village may make a demand on the Principal and Surety on the Performance and Payment Bond and pursue all of its remedies thereunder. If at any time the Village determines that the Surety is no longer licensed by the Illinois Department of Insurance and authorized to issue and execute sureties in Illinois or its FSR has dropped below an A- on any of the specific rating agencies listed in paragraph 6.A.iii., is insolvent, or is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate bond obligations at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that Developer provide replacement surety bonds from a surety that meets said requirements and which is satisfactory to the Village. The replacement surety bonds shall be deposited with the Village not later than 30 days after the demand. After deposit of the replacement surety bonds meeting said requirements, the Village shall surrender the original surety bonds to the Surety that issued them.

7. Developer shall pay all costs, permit fees, engineering fees, testing fees, consulting fees, attorney's fees, connection fees, and other fees, costs and expenses required to be paid by Developer to the Village under this Agreement, the Planned Development Agreement, Ordinance 2021-69, Ordinance 2022-31, the Bartlett Municipal Code, and any other ordinance of the Village, or any of them, concerning the development of the Phase 1 Property.

8. Developer shall provide, perform and complete properly, and in the manner specified herein and in the Subdivision Ordinance, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information data and other means and items necessary for the construction, installation and completion of the Phase 1 Public Improvements, and perform the obligations of the "applicable developer" under the Planned Development Agreement with respect to the development of the Phase 1 Property, Ordinance 2021-69, and Ordinance 2022-31 (collectively, the "Village Approvals").

9. Developer shall procure and furnish and pay for all permits, licenses and other governmental approvals and authorizations necessary to construct, install and complete the Phase 1 Public Improvements and all costs incidental thereto.

10. Developer shall pay all applicable federal, state, county and local taxes, and shall pay prevailing wages, if applicable.

11. Developer agrees to grant to the Village of Bartlett and to the Bartlett Fire Protection District a non-exclusive license to go upon any part of the Phase 1 Property for the purpose of providing police and fire protection and enforcing the Illinois Vehicle Code and the Bartlett Vehicle Code on the streets and other areas of the Phase 1 Property, except on individual lots conveyed to homeowners.

12. After the "first lift" (i.e.-binder course) of the street pavement for streets in the Phase 1 Property has been placed by the Developer in strict accordance with the approved engineering plans therefor (subject to minor modifications as aforesaid with approval of the Village Engineer) and the Subdivision Ordinance, the Village agrees to provide regular police protection for homes constructed on the Phase 1 Property and to provide snowplowing service for the public streets serving such homes, without in any way accepting responsibility for the maintenance of such streets, or any other Phase 1 Public Improvements until the adoption of an ordinance by the Corporate Authorities formally accepting such Phase 1 Public Improvements.

13. The street rights-of-way dedicated by the Final Plat for the Phase 1 Property and constructed by Developer thereon shall remain the property of the Owner until the adoption of an ordinance by the Corporate Authorities formally accepting such Phase 1 Public Improvements, and title to all underground improvements and other personal property required by the Subdivision Ordinance has been transferred to the Village by appropriate Bill of Sale. Developer shall remain responsible for the maintenance of all of the Phase 1 Public Improvements in or which serve the Phase 1 Property, including, but not limited to, any manholes, vaults, curbs or other structures which project above the pavement and which are damaged as the result of the Village's snowplowing activities, until the expiration of the applicable sub-phase Maintenance Period and any extension thereof as provided in this Agreement.

14. In the event that it becomes necessary, as determined by the Village Administrator, in her sole discretion, to perform any emergency repair work on the Phase 1 Public Improvements or on the Property to protect the health, welfare and safety of the public, the Village may perform such repairs, and Developer shall reimburse the Village promptly for the costs so incurred. The Village shall provide Developer with as much advance notice as practicable prior to invoking its rights pursuant to this Section 14.

15. License to Village to Complete Public Improvements. In the event of a default and the election by the Village (and/or the Surety in the case of a Subdivision Performance Bond) to take over and complete the Phase 1 Public Improvements, Developer, for itself and for its successors in interest and assigns, hereby grants a non-exclusive license to the Village (and if applicable to the Surety) and their respective employees, engineers, consultants, contractors, subcontractors, material suppliers, agents and anyone hired by or on behalf of either of them, to complete the Phase 1 Public Improvements (the "Village Designees") in, under, upon, across, through and under the Phase 1 Property, and hereby assigns such right, and interest in any off-site easements or licenses granted to Developer to install or construct any off-site Public Improvements to serve the Phase 1 Property, to the Village and/or the Surety. In the event of such takeover of the Phase 1 Public Improvements, the Village will endeavor to require any contractor it hires to procure liability insurance in similar types, coverages, and amounts as required of the "Contractor" in paragraph 16 of this Agreement.

16. Insurance. Developer and the Contractor (if Developer hires a single general contractor or construction manager), and each prime contractor (if the Owner hires more than one contractor to construct and install the Phase 1 Public Improvements), each referred to for purposes of this paragraph as “Contractor”, shall obtain and maintain insurance of the types and in the amounts listed as follows:

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- i. **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 **\$1,000,000** 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.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers’ Compensation:** as required by the State of Illinois with Statutory Limits, and Employer’s Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.

B. Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status

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. 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 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

ii. Primary Coverage

For any claims related to this PICA, the Contractor’s insurance coverage shall be primary 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 in excess of the Contractor’s insurance and shall not contribute with it.

iii. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Village.

iv. Waiver of Subrogation

Contractor hereby grants to the Village a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Village by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.

v. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Village. The Village may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

vi. 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.

vii. Verification of Coverage

Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. 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.

viii. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type and minimum amount of coverage specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

17. In the event the Village Engineer determines, in the Village Engineer's sole and absolute discretion, that Developer (i) has failed to timely complete any of the nine categories of construction set forth in paragraph 3 on or before the completion dates therein specified; (ii) has not adequately maintained any of the Public Improvements, or (iii) Developer is otherwise in default under this Agreement, the Subdivision Ordinance or the Village Approvals, the Village may, after ten (10) days' prior written notice to Developer (or without written notice in the case of emergency repair work deemed necessary by the Village Administrator), enter on any or all of the Property, for which Developer has granted to the Village and to the Village's designees, a non-exclusive license pursuant to paragraph 15, and cause to be performed any work and pay any monies to cover Developer's financial obligations hereunder using the funds pursuant to this Agreement drawn from the Construction Security or the Maintenance Security deposited pursuant to this Agreement. The Village shall have the right to demand immediate payment directly from Developer, based on costs actually incurred or on the Village's reasonable estimates of costs to be

incurred, an amount of money sufficient to defray the entire costs of the work, including, without limitation, legal fees and administrative expenses. Developer shall, after demand by the Village, pay the required amount to the Village.

18. Use of Funds in the Event of Breach of Agreement. If after notice from the Village Developer fails or refuses to timely complete the Phase 1 Public Improvements in accordance with this Agreement and the agreed-on construction schedule, or fails or refuses to correct any defect or deficiency in the Phase 1 Public Improvements, or fails or refuses to restore property in accordance with a demand from the Village, or in any manner fails or refuses to meet fully any of its obligations under this Agreement and/or the Subdivision Ordinance, then the Village may, in its sole and absolute discretion, demand the surety perform its obligations under the Subdivision Performance Bond, and if necessary, file suit on said bond and retain the monies recovered from the surety under the Subdivision Performance Bond. The Village thereafter shall have the right to exercise its rights under this Agreement and the Subdivision Ordinance to take any other action it deems reasonable and appropriate to mitigate the effects of the failure or refusal by Developer and to reimburse itself from the applicable construction security and/or maintenance security for all of its costs and expense, including without limitation legal fees and administrative expenses resulting from or incurred as a result of Developer's failure or refusal to fully meet its obligations under this Agreement and the Subdivision Ordinance. If the funds remaining in the Performance and Payment Bonds and/or Cash Bond are insufficient or pay fully the Village for all its costs and expenses to fully pay for the Phase 1 Public Improvements, and to maintain a cash reserve equal to 15% of the original construction security amount during the entire time the Maintenance Bond or Maintenance Cash Deposit should have been maintained by Developer, then Developer shall, after demand of the Village, immediately deposit with the Village additional funds as the Village reasonably determines are necessary to fully repay the Village's costs and expenses and to establish the required maintenance cash reserve. Any subcontractor and material supplier of the Developer or Contractor or Subcontractor and/or a material supplier of any tier that provided labor and/or material in connection with the Phase 1 Public Improvements shall be deemed a third party beneficiary under the Subdivision Labor and Material Payment Bond that has perfected its lien rights in accordance with the Mechanic's Lien Act (if applicable) and the Public Construction Bond Act shall be authorized to bring suit thereon in accordance with the applicable statute.

19. Village Lien Rights. If any money, property, or other consideration due from Developer to the Village pursuant to this Agreement is not either recovered from the construction security deposits required in paragraph 4 or paid or conveyed to the Village by Developer within ten (10) days after a demand for payment or conveyance, then the money, or the Village's reasonable estimate of the value of the property or other consideration, together with interest at the maximum rate permitted by law and costs of collection, including without limitation legal fees and administrative expenses, shall become a lien on the Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including without limitation legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Phase 1 Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Phase 1 Property pursuant to a judgment of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Phase 1 the Property from liability for any charges thereafter become due, nor form the lien of any subsequent charge.

20. Hold Harmless. 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 alleged to arise out of, the construction, installation, payment for, failure to pay for, maintenance and/or repair of the Phase 1 Public Improvements or in connection with this Agreement, including, but not limited to, matters pertaining to the hazardous material and other environmental matters, (except as may be required by provisions 765 ILCS 705/1 and 740 ILCS 35/1 of the Illinois Statute for the negligent acts and omissions of the Village, its officers, other officials, agents and employees or any of them) defend and hold the Village and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no agreement as to a conflict of interest, then Developer shall each be obligated to bear such expense.

21. 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.

(i) Enforce or compel the performance of this Agreement, at law or in equity by suit, action, mandamus or any other proceedings, including, but not limited to, injunction and/or specific performance.

(ii) 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.

(iii) Draw upon any Cash Bond, and/or to enforce and compel performance on any Subdivision Performance Bond, Subdivision Labor and Material Payment Bond and/or Maintenance Bond.

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 on the portion of the Phase 1 Property being the subject of Developer's breach and, in connection with such portion of the Phase 1 Property, withhold issuance of certificates of occupancy.

C. In the event of any litigation between the Village and Developer regarding this Agreement, the non-prevailing party shall promptly pay the prevailing party's reasonable attorneys' fees and expenses and costs of litigation.

22. 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 home rule powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois.

23. Venue, Illinois law, attorney's fees. The parties agree that this Agreement shall be governed by Illinois law and that the proper venue for the enforcement of this Agreement shall be the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legatees, beneficiaries, successors in interest, assignees, and lessees.

25. 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

With a copy to: Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, IL 60172

To the Developer: D.R. Horton, Inc. – Midwest
1750 E. Golf Road, Suite 925
Schaumburg, IL 60173
Attn: Cole Tyrell

With a copy to: Meltzer, Purtill & Stelle LLC
1515 E. Woodfield Road, Second Floor
Schaumburg, IL 60173
Attn: Steve Goodman

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 or Developer, as the case may be, 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 or Developer, as applicable, from performance under the invalid provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

OWNER/DEVELOPER:
D.R. HORTON INC. – MIDWEST

VILLAGE OF BARTLETT

By: _____
Printed Name: _____
Title: _____

By: _____
Paula Schumacher
Village Administrator

Attest:

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PHASE 1 PROPERTY

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 RECORDER 'S OFFICE IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID SOUTHERLY RIGHT-OF-WAY LINE BEING DESCRIBED PER DOCUMENT NUMBER 414744;

EXCEPTING THEREFROM:

THAT PART CONVEYED TO HENRY A. SCANDREL T, 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; AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412; AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414; AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416;

ALSO EXCEPTING THEREFROM:

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 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;

ALSO EXCEPTING THEREFROM:

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, A DISTANCE OF 473.8

FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, A DISTANCE OF 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, A DISTANCE OF 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;

ALSO EXCEPTING THEREFROM:

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935, AS DOCUMENT 11611940.

ALSO EXCEPTING THEREFROM:

THOSE PORTIONS OF NAPERVILLE AND WEST BARTLETT ROADS TAKEN AND USED FOR HIGHWAY PURPOSES.

ALSO EXCEPTING THEREFROM:

THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION 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 CONVEYED TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION DEED RECORDED JULY 16, 2021, AS DOCUMENT NO. 2119742022, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011), WITH A COMBINATION FACTOR OF 0.999945; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 33; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 1078.38 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST, 60.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WEST BARTLETT ROAD PER WARRANTY DEED RECORDED FEBRUARY 11, 1992, AS DOCUMENT NUMBER 92087414 WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59 PER FINAL JUDGMENT ORDER RECORDED DECEMBER 14, 2017, AS DOCUMENT NUMBER 1734806066, SAID POINT BEING ALSO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST BARTLETT ROAD, 281.62 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST, 10.00 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 182.00 FEET; THENCE NORTH 35 DEGREES 58 MINUTES 01 SECONDS EAST, 88.34 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 296.09 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A

RADIUS OF 2406.70 FEET, THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 17 MINUTES 09 SECONDS EAST, 295.91 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 33 DEGREES 24 MINUTES 35 SECONDS EAST, 115.60 FEET TO THE SOUTHERLY LINE OF A TRUSTEE'S DEED RECORDED MARCH 29, 1985, AS DOCUMENT NUMBER 27493946; THENCE SOUTH 64 DEGREES 28 MINUTES 42 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 31.09 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992, AS DOCUMENT NUMBER 92087414; THENCE SOUTH 25 DEGREES 28 MINUTES 18 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 116.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, PER FINAL JUDGMENT ORDER RECORDED DECEMBER 14, 2017, AS DOCUMENT NUMBER 1734806066; THENCE NORTH 62 DEGREES 08 MINUTES 48 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 17.14 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY 366.31 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2377.50 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 23 DEGREES 26 MINUTES 23 SECONDS WEST, 365.95 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM:

THAT PART CONVEYED TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION DEED RECORDED JULY 16, 2021, AS DOCUMENT NO. 2119742023, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011), WITH A COMBINATION FACTOR OF 0.999945; DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL PER MONUMENT RECORD RECORDED JULY 5, 2005, AS DOCUMENT NUMBER 0518645120 AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 33; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 916.01 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST, 50.00 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, PER WARRANTY DEED RECORDED FEBRUARY 11, 1992, AS DOCUMENT NUMBER 92087412, AND THE NORTHERLY RIGHT-OF-WAY LINE OF WEST BARTLETT ROAD PER CONDEMNATION PLAT OF SURVEY RECORDED JANUARY 11, 1951, AS DOCUMENT NUMBER 14989646, AND TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 324.71 FEET, MEASURED (324.88 FEET, RECORDED) ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, AND SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2221.70 FEET, MEASURED (2221.83 FEET, RECORDED), THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 21 MINUTES 31 SECONDS EAST, 324.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 27 DEGREES 31 MINUTES 49 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 65.91 FEET; THENCE SOUTH 64 DEGREES 31 MINUTES 43 SECONDS EAST, 21.20 FEET; THENCE SOUTH 28 DEGREES 32 MINUTES 45 SECONDS WEST, 67.04 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 76.53 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2201.70 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 27 DEGREES 33 MINUTES 00 SECONDS WEST, 76.53 FEET; THENCE SOUTH 63 DEGREES 26 MINUTES 45 SECONDS EAST, 10.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY 74.21 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2191.70 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 25 DEGREES 35 MINUTES 02 SECONDS WEST, 74.21 FEET; THENCE SOUTH 36 DEGREES 58 MINUTES 00 SECONDS EAST, 129.13 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 135.40 FEET; THENCE SOUTH 82 DEGREES 39 MINUTES 38 SECONDS EAST, 101.12 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 300.00 FEET; THENCE SOUTH 79 DEGREES 52 MINUTES 53 SECONDS EAST, 101.98 FEET; THENCE SOUTH 01 DEGREES 11

MINUTES 29 SECONDS EAST, 5.00 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST BARTLETT ROAD PER DOCUMENT NUMBER 14989646; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 110.57 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 33; THENCE SOUTH 00 DEGREES 22 MINUTES 08 SECONDS WEST, ALONG SAID EAST LINE, 50.02 FEET TO THE POINT OF BEGINNING;

AND ALSO EXCEPTING THEREFROM:

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 SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59 PER PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 11611940; THENCE NORTHERLY, ALONG SAID CENTER LINE, 498.9 FEET; THENCE WESTERLY, 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 AFORESAID STATE ROUTE 59; THENCE NORTH 64 DEGREES 27 MINUTES 35 SECONDS WEST, ALONG THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED PER DOCUMENT NUMBER 00029399, A DISTANCE OF 56.19 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, PER DEED RECORDED JULY 16, 2021, AS DOCUMENT NUMBER 2119742022, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT:

THENCE SOUTH 33 DEGREES 24 MINUTES 35 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 115.60 FEET TO AN ANGLE CORNER IN SAID RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY, 296.09 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, BEING AN ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 2406.70 FEET AND WHOSE CHORD BEARS SOUTH 24 DEGREES 17 MINUTES 09 SECONDS WEST, 295.91 FEET TO AN ANGLE CORNER IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 35 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 88.34 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BARTLETT ROAD AS WIDENED BY DEED RECORDED JULY 16, 2021, AS DOCUMENT NUMBER 2119742022; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 182.00 FEET; THENCE NORTHWESTERLY, 398.64 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BARTLETT ROAD PER PLAT OF HIGHWAYS BY THE COOK COUNTY HIGHWAY DEPARTMENT, RECORDED MAY 20, 2014, AS DOCUMENT NUMBER 1414034047, BEING AN ARC OF A CIRCLE CONVEX TO THE SOUTH, HAVING A RADIUS OF 6385.00 FEET AND WHOSE CHORD BEARS NORTH 89 DEGREES 24 MINUTES 02 SECONDS WEST, 398.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 7.29 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BARTLETT ROAD, BEING AN ARC OF A CIRCLE CONVEX TO THE NORTH, HAVING A RADIUS OF 6525.00 FEET AND WHOSE CHORD BEARS NORTH 87 DEGREES 40 MINUTES 05 SECONDS WEST, 7.29 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS WEST, 390.73 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, 100.59 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 117.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, 91.96 FEET; THENCE NORTH 72 DEGREES 23 MINUTES 02 SECONDS EAST, 116.56 FEET; THENCE NORTH 56 DEGREES 53 MINUTES 04 SECONDS EAST, 109.15 FEET; THENCE NORTH 41 DEGREES 18 MINUTES 46 SECONDS EAST, 109.16 FEET; THENCE NORTH 25 DEGREES 54 MINUTES 09 SECONDS EAST, 112.02 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 56 SECONDS EAST, 73.20 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED PER DOCUMENT NO. 00029399; THENCE SOUTH 64 DEGREES 27 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT, 263.11 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

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, LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID NORTHERLY RIGHT-OF-WAY LINE BEING DESCRIBED PER DOCUMENT NUMBER 414744 AND LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59;

EXCEPTING THEREFROM:

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 OR SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 62.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE, 400.0 FEET; THENCE SOUTH 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST, 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 26 DEGREES 19 MINUTES 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;

ALSO EXCEPTING THEREFROM:

THAT PART TAKEN FOR NAPERVILLE ROAD.

PARCEL 2:

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 RECORDER 'S OFFICE IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID SOUTHERLY RIGHT-OF-WAY LINE BEING DESCRIBED PER DOCUMENT NUMBER 414744;

EXCEPTING THEREFROM:

THAT PART CONVEYED TO HENRY A. SCANDREL T, 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; AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412; AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414; AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416;

ALSO EXCEPTING THEREFROM:

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 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;

ALSO EXCEPTING THEREFROM:

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, A DISTANCE OF 473.8 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, A DISTANCE OF 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, A DISTANCE OF 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;

ALSO EXCEPTING THEREFROM:

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935, AS DOCUMENT 11611940.

ALSO EXCEPTING THEREFROM:

THOSE PORTIONS OF NAPERVILLE AND WEST BARTLETT ROADS TAKEN AND USED FOR HIGHWAY PURPOSES.

ALSO EXCEPTING THEREFROM:

THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF

ILLINOIS IN CONDEMNATION

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 CONVEYED TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION DEED RECORDED JULY 16, 2021, AS DOCUMENT NO. 2119742022, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011), WITH A COMBINATION FACTOR OF 0.999945; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 33; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 1078.38 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST, 60.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WEST BARTLETT ROAD PER WARRANTY DEED RECORDED FEBRUARY 11, 1992, AS DOCUMENT NUMBER 92087414 WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59 PER FINAL JUDGMENT ORDER RECORDED DECEMBER 14, 2017, AS DOCUMENT NUMBER 1734806066, SAID POINT BEING ALSO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST BARTLETT ROAD, 281.62 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST, 10.00 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 182.00 FEET; THENCE NORTH 35 DEGREES 58 MINUTES 01 SECONDS EAST, 88.34 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 296.09 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2406.70 FEET, THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 17 MINUTES 09 SECONDS EAST, 295.91 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 33 DEGREES 24 MINUTES 35 SECONDS EAST, 115.60 FEET TO THE SOUTHERLY LINE OF A TRUSTEE'S DEED RECORDED MARCH 29, 1985, AS DOCUMENT NUMBER 27493946; THENCE SOUTH 64 DEGREES 28 MINUTES 42 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 31.09 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992, AS DOCUMENT NUMBER 92087414; THENCE SOUTH 25 DEGREES 28 MINUTES 18 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 116.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, PER FINAL JUDGMENT ORDER RECORDED DECEMBER 14, 2017, AS DOCUMENT NUMBER 1734806066; THENCE NORTH 62 DEGREES 08 MINUTES 48 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 17.14 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY 366.31 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2377.50 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 23 DEGREES 26 MINUTES 23 SECONDS WEST, 365.95 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM:

THAT PART CONVEYED TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION DEED RECORDED JULY 16, 2021, AS DOCUMENT NO. 2119742023, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011), WITH A COMBINATION FACTOR OF 0.999945; DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL PER MONUMENT RECORD RECORDED JULY 5, 2005, AS DOCUMENT NUMBER 0518645120 AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 33; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 916.01 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST, 50.00 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, PER WARRANTY DEED RECORDED FEBRUARY 11, 1992, AS DOCUMENT NUMBER 92087412, AND THE NORTHERLY RIGHT-OF-WAY LINE OF WEST BARTLETT ROAD PER CONDEMNATION PLAT OF SURVEY RECORDED JANUARY 11, 1951, AS DOCUMENT NUMBER 14989646, AND TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 324.71 FEET, MEASURED (324.88 FEET, RECORDED) ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, AND SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2221.70 FEET, MEASURED (2221.83 FEET, RECORDED), THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 21 MINUTES 31 SECONDS EAST, 324.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 27 DEGREES 31 MINUTES 49 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 65.91 FEET; THENCE SOUTH 64 DEGREES 31 MINUTES 43 SECONDS EAST, 21.20 FEET; THENCE SOUTH 28 DEGREES 32 MINUTES 45 SECONDS WEST, 67.04 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 76.53 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2201.70 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 27 DEGREES 33 MINUTES 00 SECONDS WEST, 76.53 FEET; THENCE SOUTH 63 DEGREES 26 MINUTES 45 SECONDS EAST, 10.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY 74.21 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2191.70 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 25 DEGREES 35 MINUTES 02 SECONDS WEST, 74.21 FEET; THENCE SOUTH 36 DEGREES 58 MINUTES 00 SECONDS EAST, 129.13 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 135.40 FEET; THENCE SOUTH 82 DEGREES 39 MINUTES 38 SECONDS EAST, 101.12 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 300.00 FEET; THENCE SOUTH 79 DEGREES 52 MINUTES 53 SECONDS EAST, 101.98 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 29 SECONDS EAST, 5.00 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST BARTLETT ROAD PER DOCUMENT NUMBER 14989646; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 110.57 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 33; THENCE SOUTH 00 DEGREES 22 MINUTES 08 SECONDS WEST, ALONG SAID EAST LINE, 50.02 FEET TO THE POINT OF BEGINNING;

AND ALSO EXCEPTING THEREFROM:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

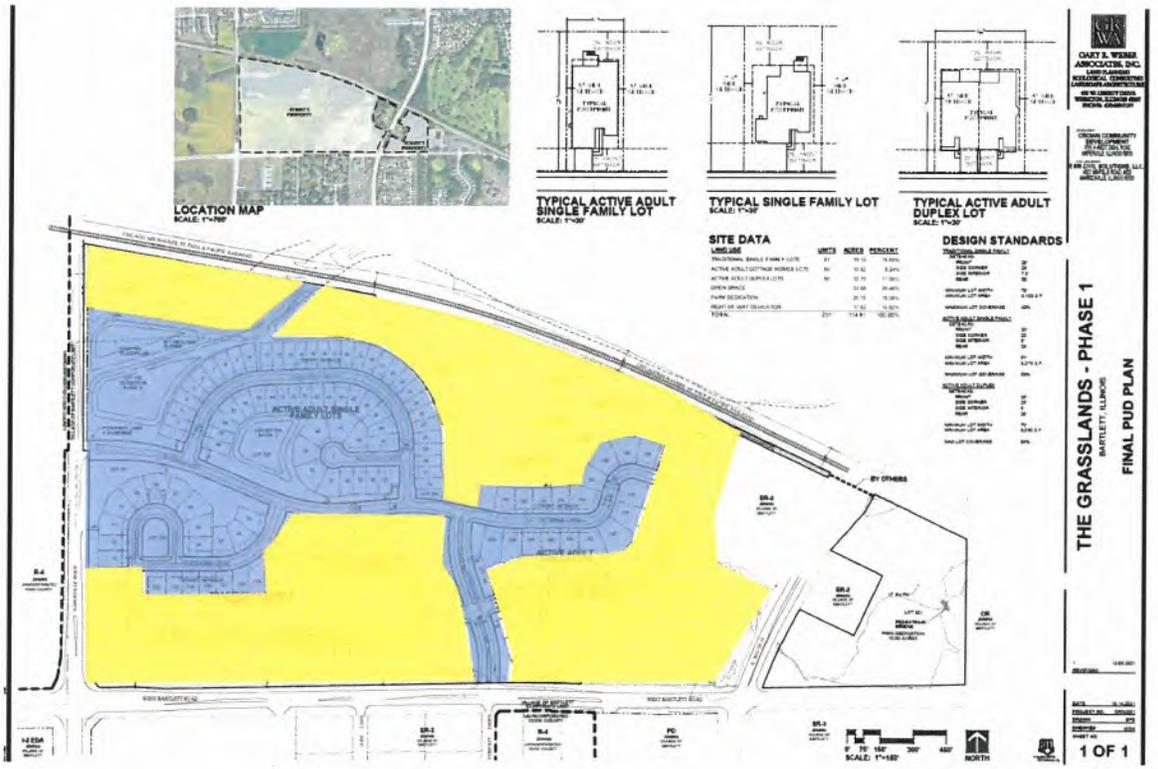
COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59 PER PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 11611940; THENCE NORTHERLY, ALONG SAID CENTER LINE, 498.9 FEET; THENCE WESTERLY, ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59; THENCE NORTH 64 DEGREES 27 MINUTES 35 SECONDS WEST, ALONG THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED PER DOCUMENT NUMBER 00029399, A DISTANCE OF 56.19 FEET TO A POINT ON

THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, PER DEED RECORDED JULY 16, 2021, AS DOCUMENT NUMBER 2119742022, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT:

THENCE SOUTH 33 DEGREES 24 MINUTES 35 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 115.60 FEET TO AN ANGLE CORNER IN SAID RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY, 296.09 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, BEING AN ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 2406.70 FEET AND WHOSE CHORD BEARS SOUTH 24 DEGREES 17 MINUTES 09 SECONDS WEST, 295.91 FEET TO AN ANGLE CORNER IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 35 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 88.34 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BARTLETT ROAD AS WIDENED BY DEED RECORDED JULY 16, 2021, AS DOCUMENT NUMBER 2119742022; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 182.00 FEET; THENCE NORTHWESTERLY, 398.64 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BARTLETT ROAD PER PLAT OF HIGHWAYS BY THE COOK COUNTY HIGHWAY DEPARTMENT, RECORDED MAY 20, 2014, AS DOCUMENT NUMBER 1414034047, BEING AN ARC OF A CIRCLE CONVEX TO THE SOUTH, HAVING A RADIUS OF 6385.00 FEET AND WHOSE CHORD BEARS NORTH 89 DEGREES 24 MINUTES 02 SECONDS WEST, 398.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 7.29 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BARTLETT ROAD, BEING AN ARC OF A CIRCLE CONVEX TO THE NORTH, HAVING A RADIUS OF 6525.00 FEET AND WHOSE CHORD BEARS NORTH 87 DEGREES 40 MINUTES 05 SECONDS WEST, 7.29 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS WEST, 390.73 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, 100.59 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 117.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, 91.96 FEET; THENCE NORTH 72 DEGREES 23 MINUTES 02 SECONDS EAST, 116.56 FEET; THENCE NORTH 56 DEGREES 53 MINUTES 04 SECONDS EAST, 109.15 FEET; THENCE NORTH 41 DEGREES 18 MINUTES 46 SECONDS EAST, 109.16 FEET; THENCE NORTH 25 DEGREES 54 MINUTES 09 SECONDS EAST, 112.02 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 56 SECONDS EAST, 73.20 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED PER DOCUMENT NO. 00029399; THENCE SOUTH 64 DEGREES 27 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT, 263.11 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

DEPICTION OF SUB-PHASES





Agenda Item Executive Summary

Item Name Grasslands Phase 1 Early Earthwork Request Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Developer is requesting permission to begin early earthwork on the 114-acre property located at the northwest corner of Route 59 and West Bartlett Road known as the Grasslands Subdivision Phase 1.

The issuance of an Early Earthwork Permit would grant early excavation and site grading of the subject property prior to the recording of the Plat of Subdivision. Approval of this request shall be conditioned upon the completion of all the items on the attached **Checklist for Early Earthwork**, which includes final grading plan approval, a letter of credit and/or bond be posted with the Village and a submittal of a hold harmless agreement which states that the Developer (D.R. Horton, Inc. - Midwest) understands and agrees that the work will be done in accordance with all applicable municipal codes and at their own risk.

ATTACHMENTS (PLEASE LIST)

PDS Memo, Motion, Petitioner's Letter Requesting Early Earthwork, Hold Harmless Agreement, Early Earthwork Checklist

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion - *Move to approve the request of D.R. Horton, Inc. -Midwest to begin site grading and excavation of the Grasslands Subdivision Phase 1 property. The approval is subject to the completion of all of the items on the Checklist for Early Earthwork. The approval is further conditioned on the agreement that this does not relieve D.R. Horton, Inc. - Midwest from their responsibilities to complete the final subdivision plat approval process and to complete all work in accordance with the applicable municipal codes.*

Staff: Kristy Stone, Interim PDS Director

Date: 10.05.2022

COMMUNITY DEVELOPMENT MEMORANDUM
22-096

DATE: October 7, 2022

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Interim PDS Director *KS*

RE: Grasslands Subdivision Phase 1 - Early Earthwork Request

The Developer is requesting permission to begin early excavation and site grading for the Grasslands Subdivision Phase 1 prior to the recording of the Plat of Subdivision. D.R. Horton, Inc. - Midwest has stated this request is prompted by the need to clear and prepare the site this fall.

Approval of this request shall be conditioned upon the completion of all the items in the attached **Checklist for Early Earthwork**, which includes final grading plan approval, a letter of credit and/or bond and submittal of a hold harmless agreement which states that D.R. Horton, Inc. - Midwest understands and agrees that the work will be done in accordance with all applicable municipal codes and at their own risk.

RECOMMENDATION

The Staff supports the request from D.R. Horton, Inc. - Midwest for early earthwork for the Grasslands Subdivision Phase 1.

A motion to approve the Early Earthwork request is attached for your review.

The Letter from the Developer requesting early earthwork, the Hold Harmless Agreement and the Early Earthwork Checklist are all attached for your reference.

Village Board Motion

October 18, 2022

Move to approve the request of D.R. Horton, Inc. - Midwest to begin site grading and excavation of the Grasslands Subdivision Phase 1 property. The approval is subject to the completion of all of the items on the Checklist for Early Earthwork. The approval is further conditioned on the agreement that this does not relieve D.R. Horton, Inc. - Midwest from their responsibilities to complete the final subdivision plat approval process and to complete all work in accordance with the applicable municipal codes.

September 26, 2022

Village of Bartlett President
Village of Bartlett Board of
Trustees 228 S. Main Street
Bartlett, IL 60103

RE: The Grasslands Subdivision Phase I

To Whom It May Concern:

DR Horton, Inc - Midwest ("DRH") hereby requests permission from the Village of Bartlett for DRH to proceed with early earthwork activities, including mass grading at the Grasslands Subdivision Development, which is a multi-product housing development. DRH is requesting this permission after receiving approval from the Village for the Development Application inclusive of approval of the Preliminary/Final Plat of Subdivision for the Grasslands Subdivision (the "Plat"). Site Plan approval, and Rezoning, but before execution of the Plat by the Village President and the recording thereof.

DRH is seeking this permission from the Village of Bartlett with the understanding that granting of such permission does not, in any way, relieve DRH of its responsibilities to complete the approval process in compliance with established Village ordinances and the terms of the Planned Development Agreement covering the Grasslands Subdivision property. DRH shall proceed with securing all required Village approvals through the established process, and the terms of said Planned Development Agreement, and as requested by the Village staff.

Should this permission be granted, DRH will be proceeding at its own risk in doing mass grading in preparation for the construction of single-family and duplex homes (or causing them to be constructed). DRH understands that the Village of Bartlett reserves the right to order DRH to cease construction, even after substantial expenses in connection with the implementation of early earthwork activities have been incurred, in the event that the Plat is not executed and recorded and the SSA associated with the Grasslands Subdivision Development is not established within six (6) months of the date of this letter, except for good cause shown and unless said time period is extended by the corporate authorities of the Village in its sole discretion.

DR Horton, Inc - Midwest shall agree to defend, indemnify, and hold harmless the Village of Bartlett, its President, Board of Trustees, officers, employees, and consultants from and against any and all liability arising as a result of the construction of the Grasslands Subdivision Development including, but not limited to, claims for bodily injuries, death, personal injuries, property damages, and mechanics liens.

In no event shall DRH proceed with or permit any contractor or subcontractor to proceed with grading activities or other construction activities related to the construction of DRH's Grasslands Subdivision Development - Phase I until permitted and approved to do so by the Village and until the form of security has been reviewed and approved by the Village Attorney and has been deposited with the Village Treasurer.

Sincerely,

DR Horton, Inc. - Midwest



By: Chris Lester
Its: Vice-President

September 26, 2022

Village of Bartlett
228 South Main Street
Bartlett, IL 60103

RE: Grasslands – Phase I

DR Horton, Inc - Midwest (the "Petitioner"), hereby requests the Village of Bartlett (the "Village") to permit the Petitioner to proceed with early earthwork/rough grading (the "Grading Work") to be performed on the property legally described on Exhibit A (the "Phase 1 Property") to be known as The Grasslands Subdivision – Phase I (the "Phase 1 Subdivision") before the execution of the final plat of subdivision (the "Phase 1 Final Plat") hereto approved by the passage of Ordinance 2022-31, "An Ordinance Approving a Final Subdivision/PUD Plat and Final PUD Plan for Grasslands Subdivision Phase 1" by the Village Board of Trustees (the "Village Board"), by the Village President and recording thereof, with the Grading Work to be performed in accordance with the grading plan therefor prepared by ESM Civil Solutions, LLC dated April 27, 2020, last revised September 15, 2022 (sheets C3.1 through C3.15), and approved by the Village Engineer (the "Phase 1 Grading Plans") for the Phase 1 Property with the understanding that the granting of such permission by the Village does not in any way relieve Petitioner of its responsibilities to complete the site development approval process in compliance with the Village ordinances and comply with the provisions of the Planned Development Agreement between Bartlett 59, LLC and the Village (the "PDA"), applicable to the Phase 1 Property and to the Petitioner as the new owner and developer of the Phase 1 Property. Petitioner acknowledges and agrees that it is proceeding at its own peril and risk in performing the Grading Work for the Phase 1 Subdivision, and that Petitioner may be ordered to cease such grading work activities even after Petitioner has incurred substantial expenses in connection with the Grading Work, and in the event that the Phase 1 Final Plat for the Phase 1 Property is not signed by the Village President and recorded within six (6) months from the date of this letter, and/or in the event the Petitioner fails to proceed with and complete the site development process within six (6) months from the date of this letter.

Petitioner shall complete the site development approval process in accordance with the Village ordinances and the PDA, including, without limitation the submission of all plans, materials and information requested by the Village staff and shall cooperate and complete the site development approval process in accordance with the terms of the PDA for the Phase 1 Property and the Village ordinances.

In consideration of the granting of such permission and accommodation, Petitioner acknowledges and agrees that nothing contained in the Early Earthworks Permit, if granted by the Village Board, authorizes it, or any of its contractors or subcontractors, to install or construct any public or private improvements on, under or to the Phase 1 Property. Petitioner agrees to defend, indemnify and hold harmless the Village of Bartlett, its Village President, Village Board of Trustees, officers, employees, attorneys, consultants and agents from and against any and all liability arising out of the Grading Work for the Phase 1 Property, including, but not limited to, claims for bodily injuries, death, personal injuries, property damages, mechanic's liens, and for the cost to restore the Phase 1 Property to its original condition in the event the Phase 1 Plat is not signed and recorded and the site

development process is not completed within six (6) months of the date of this Agreement, except for good cause shown, and unless said time period is extended by the Village Board in its sole discretion.

In no event will the Petitioner proceed or permit any contractor or subcontractor to proceed with any Grading Work on the Phase 1 Property until there has been deposited with the Village Treasurer a performance bond and labor and material payment bond, or a standby letter of credit or a cash bond in form approved by the Village Attorney, in an amount not less than 150% of the cost to perform the Grading Work and the cost to restore the Phase 1 Property to its original condition, based on estimates therefor to be submitted by a licensed engineer retained by Petitioner and approved by the Village Engineer before any Grading Work takes place on the Phase 1 Property.

DR Horton, Inc. – Midwest



By: Chris Lester
Its: Land Manager

**VILLAGE OF BARTLETT
SUBDIVISION CHECKLIST FOR EARLY EARTHWORK PERMIT**

Project Name: <i>Grasslands Phase 1</i>	Case #: <i>21-12</i>
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1. Application for Final Plat of Subdivision Submitted to CD
2. Letter of Request for Early Earthworks Submitted to CD
3. Final Plat of Subdivision Approved by VB
4. Early Earthworks Request Approved by VB
5. Grading Plan Approval Letter Issued by Village Engineer
6. ~~Letter of Credit~~ ^{Bond} Form sent to Petitioner
7. ~~Letter of Credit~~ ^{Bond} Approved by Village Attorney
8. Hold Harmless Agreement Form Sent to Petitioner
9. Hold Harmless Agreement Approved by Village Attorney
10. Outstanding Bills Paid
11. Erosion Control/Tree Preservation Fence Permit (if applicable)
12. Early Earthworks and/or Construction/Sales Trailer App. Completed (Bldg. Dept)
13. SSA proposing ord. approved by VB
14. SSA consent signed by *Crown*
15. HOA Decs/Covenants approved by Village Attorney

Village of Bartlett Finance Department Memo 2022 - 18

DATE: October 10, 2022

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: 2022 Estimated Property Tax Levy

The Village Board discussed the proposed tax levy at the October 4th Committee meeting. The next step is to establish the estimated 2022 property tax levy. An estimated levy must be established at least 20 days prior to adoption of the final levy, which is scheduled for December 6, 2022. This is a procedural matter that can be accomplished by adopting the motion below.

Below is a chart showing the estimated 2022 levy compared to the 2021 levy extension. The estimated property tax levy for 2022 totals \$11,619,537, a 1.47% decrease from the 2021 extension. The Police Pension levy of \$2,203,621 is the same at the actual 2021 Police Pension levy with the entire increased contribution requirement from the prior year of \$319,175 being funded from the General fund.

Proposed Levy Compared to Prior Year's Extension				
	2022	2021		
	Proposed	Estimated	Increase	Percent
	Levy	Extension	(Decrease)	Change
General Corporate	6,519,094	6,596,890	(77,796)	-1.18%
Police Pension	2,203,621	2,229,303	(25,682)	-1.15%
Subtotal	8,722,715	8,826,193	(103,478)	-1.17%
Debt Service	2,896,822	2,966,841	(70,019)	-2.36%
TOTAL	11,619,537	11,793,034	(173,497)	-1.47%

MOTION: I move that the estimated 2022 property tax levy be established at \$11,619,537.



Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note #5, Payout #3 Committee or Board Board

BUDGET IMPACT

Amount: \$497,500 Budgeted \$497,500

List what fund Brewster Creek TIF Project Fund

EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #5, Payout #3.

ATTACHMENTS (PLEASE LIST)

Finance Memo
Resolution
Memorandum of Payment
Schedule of Costs
Village Engineer Letter

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2022-_____, a resolution approving of the Disbursement Request for Payout No. 3 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff: Todd Dowden, Finance Director

Date: 10/10/22

Village of Bartlett
Finance Department Memo
2022 - 19

DATE: October 10, 2022

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Brewster Creek TIF Developer Note #5 Payout Request #3

In September 2020, the Board authorized the village to issue Developer Note #5, not to exceed \$3,000,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached is a resolution and several documents to approve the 3rd developer note #5 payout request for the Brewster Creek TIF development. The total amount is \$497,500. The attachments are various documents required by the village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Memorandum of Payment
3. Schedule of Costs
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

MOTION: I move to approve Resolution Number 2022-_____ A Resolution Approving of Disbursement Request for Payout No. 3 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2022-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 3 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2020 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

WHEREAS, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2020, in an amount not to exceed \$3,000,000 (the "Series 2020 Subordinate Note"); and

WHEREAS, ECS has delivered to the Village its third Memorandum of Payment requesting that it be reimbursed the sum of \$497,500 in Project Costs for Payout No. 3 from the Subordinate Lien Tax Increment Revenue Note; and

WHEREAS, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") in support of its third Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by the third Memorandum of Payment request; and

WHEREAS, The Series 2020 Subordinate Note requires advances to be in even increments of \$100,

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

SECTION ONE: The Memorandum of Payment No. 3 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2020 Subordinate Note in the sum of \$497,500 is hereby approved.

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

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

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED October 18, 2022

APPROVED October 18, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

C E R T I F I C A T I O N

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 October 18, 2022, and approved on October 18, 2022, as the same appeared from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

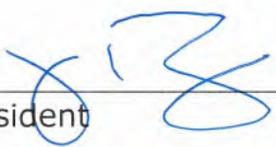
DEVELOPER NOTE #5

MEMORANDUM OF PAYMENT NO. 3

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 497,500.00 bearing an interest rate at 7.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By:  _____
President

Dated: 10/3/22

SCHEDULE 1

COST OF THE IMPROVEMENTS

V3	Lot 8 Mass Grading CM	\$	20,000.00
Geocon	Lot 8 Mass Grading Soil Testing	\$	19,275.00
V3	Minador Maintenance	\$	3,000.00
V3	Park Basin Maintenance	\$	7,575.00
V3	Lot 12A Agg Pier CM	\$	20,000.00
V3	Lot 12A Agg Pier Layout	\$	13,242.62
Michels Construction	Lot 12A Agg Pier Design/Build	\$	414,450.00
	Total	\$	<u>497,542.62</u>

October 18, 2022

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 5 MEMORANDUM
OF PAYMENT # 3 – RELATIVE TO THE
REDEVELOPMENT AND FINANCING
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND ELMHURST CHICAGO
STONE COMPANY**

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **Developer Note # 5 Memorandum of Payment # 3** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$497,500.00** to reimburse itself for monies spent on the project for the period of **July 23, 2022** through **October 3, 2022**.
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have reviewed the certification for V3 Companies, Michels Construction, and Geocon Professional Services stating that the work has been completed and materials are in place as indicated on the **Developer Note # 5 Memorandum of Payment # 3**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies, Michels Construction and Geocon Professional Services that the work has been completed and materials are in place as indicated in the **Developer Note # 5 Memorandum of Payment # 3**, covered by the dates July 23, 2022 through October 3, 2022.

Please contact our office if there are any questions.

Bartlett Village Engineer

Robert Allen, PE

Robert Allen, PE

cc: Dan Dinges, P.E., Director of Public Works
Bryan Mraz, Village Attorney



Agenda Item Executive Summary

Item Name BAPS Fireworks Display Committee or Board Village Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

BAPS is requesting to hold a fireworks display on October 24, 2022 to celebrate Diwali and the Hindu New Year. The show is expected to occur between dusk and 8:30 p.m.

ATTACHMENTS (PLEASE LIST)

Staff Memo
BFPD Permit
Insurance
Federal, State and County Permits
Mad Bomber Display List
Map

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: X

MOTION: I move to approve BAPS request to hold a fireworks display on Sunday, October 27, 2022 between dusk and 8:30p.m.

Staff: Joey Dienberg, Management Analyst Date: October 11, 2022

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Management Analyst
Date: October 11, 2022
Re: BAPS Fireworks Display

BAPS is requesting to host a Diwali and Hindu New Year celebration on October 24, 2022. The show is expected to occur between dusk and 8:30 p.m.

The contractor, Mad Bomber has received the appropriate permit from the Bartlett Fire Protection District regarding the fireworks display and the certificate of insurance has been approved by the Village attorney. The certificate of insurance, BFPD permit, federal explosives license, operator's licenses and map of the display area are attached for your approval.

Motion

I move to approve BAPS request to hold a fireworks display on Sunday, October 24, 2022 between dusk and 8:30 p.m.

OFFICIAL PERMIT COPY



Bartlett Fire Protection District
Fire Prevention Bureau
234 N. Oak Avenue
Bartlett, IL 60103
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 22-080

Date Issued: October 5, 2022

Expires: October 24, 2022 — 11:59 p.m.
(If rain date is needed, re-contact Fire District)

Installation of: Fire Alarm System [] Sprinkler System [] Ansul System []
Above Ground Tank [] Other []

Activity: Fireworks Display [**X**] Bon Fire [] Controlled Burn [] Other []

Owner: B.A.P.S.
Address: 1851 S. IL 59
City: Bartlett, IL 60103

Applicant: Dan Miller
Address: 3999 E. Hupp Rd, Bldg R-3-1
City: La Porte County, IN 46350

Lead Operator: Randall McCasland - License# IL06-OP-00029-00280 (Emergency Telephone: 219-313-8921)
Assistant(s): James Schiffer, Michael Gardner

PLEASE HAVE A COPY OF THIS PERMIT AVAILABLE ON SITE AT ALL TIMES

The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Illinois Pyrotechnic Use Act, Bartlett Fire Protection District Fire Prevention Code, NFPA Standards and Local Ordinances.

It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630) 837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. When scheduling inspections, refer to the lot number if available, the address and the business name.

Proof of a current operators license issued by the Office of the Illinois State Fire Marshal has been provided along with Proof of Insurance, notification of Registered Assistants and a site plan. On site storage of fireworks shall be secured and supervised following ATF requirements and other applicable codes and standards. All fireworks must be fired electronically. No heat/open flame permitted. Ensure the set-back area is maintained throughout the duration of the display and until the all-clear is given upon completion of the show.

Approved By:

Michael Heimbecker
Fire Marshal

Applicant Copy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C No. Ext): 216-658-7100 FAX (A/C No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Mad Bomber Fireworks Planet Productions 3999 E. Hupp Rd, Building R-3-1 La Porte IN 46350 #22-0075	2321	INSURER A : Everest Indemnity Insurance Co. NAIC # 10851
		INSURER B : Everest Densifi Insurance Company 16044
		INSURER C : Liberty Mutual Insurance Co
		INSURER D : Liberty Mutual Insurance Co 25035
		INSURER E : Axis Surplus Ins Company 28620
		INSURER F :

COVERAGES **CERTIFICATE NUMBER: 148293586** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	SIBGL01480-221	2/4/2022	2/4/2023	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		SIBCA00188-221	2/4/2022	2/4/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		P-001-000243093-02	2/4/2022	2/4/2023	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
C D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WC5395-714654-011 WC5-349-524613-030 WC5-348-311836-051	2/4/2022 2/4/2022 2/4/2022	2/4/2023 2/4/2023 2/4/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Excess Liability #2		SIBEX01519-221	2/4/2022	2/4/2023	Each Occ Aggregate Total Limits	\$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
BOCHASANWASI SHRI AKSHAR PURUSHOTTAM SWAMINARAYAN DANSTHA-MIDWEST INC.
 VILLAGE OF BARTLETT, IL BARTLETT FIRE PROTECTION DISTRICT DUPAGE COUNTY

CERTIFICATE HOLDER BOCHASANWASI SHRI AKSHARPURUSHOTTAM SWAMINARAYAN SANSTHA-MIDWEST, INC. 1851 S. Rt. 59 PRAMUKH Road BARTLETT, IL 60103 c/o ARPIT PATEL/MIKE HEIMBECKER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To
 ATF - Chief, FELC
 244 Needy Road
 Martinsburg, WV 25405-9431
 Chief, Federal Explosives Licensing Center (FELC)

Name: **Planet Prod/Mad Bomb Fwks/Night Mag Disp/Sky Mag**

Premises Address (Changes? Notify the FELC of any changes.)
**3999 E HUPP RD MIDWEST WAREHOUSING BLDG R-3-1
 LA PORTE, IN 46350.**

Type of License or Permit: **51-IMPORTER OF EXPLOSIVES**

Purchasing Certification: **Special Agent**

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the legal status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be made in ink. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be a true copy of a license or permit issued to the licensee or permittee named above. This is a true business or operations specified above under "Type of License or Permit".

Licensee/Permittee Responsible Person Signature: **Specimen**

Printed Name: _____ Date: _____

License/Permit Number: **4-IN-091-51-3L-00872**

Expiration Date: **November 1, 2023**

Mailing Address (Changes? Notify the FELC of any changes.)
**MI/AND INC.
 PLANET PROD/MAD BOMB FWKS/NIGHT MAG
 DISP/SKY MAG
 3999 E HUPP RD MIDWEST WAREHOUSING BLDG
 R-3-1
 LA PORTE, IN 46350.**

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2019-2022**

Registrant: MIAND INC DBA PLANET PRODUCTIONS
ATTN: Kelley Hatfield Turley
3999 HUPP ROAD, BUILDING R-3-1
LA PORTE, IN 46350

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 062419550231BD **Effective:** July 1, 2019 **Expires:** June 30, 2022
HM Company ID: 38154

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



U.S. Department
of Transportation
Federal Motor
Carrier Safety
Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

June 14, 2021

In reply refer to:
USDOT Number: 777176

ANDREW JAMES
PRESIDENT
MIAND INC
PLANET PRODUCTIONS
3999 HUPP ROAD BLDG R-3-1
LA PORTE, IN 46350

HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-777176-IN-HMSP
Effective Date: June 14, 2021

Dear ANDREW JAMES:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning June 14, 2021 and remain effective through June 30, 2023 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance



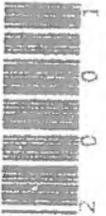
Federal Motor Carrier Safety Administration

September 2, 2021

In reply refer to
USDOT Number: 777176
Review No.: 1808651/CR



Review No.: 1808651/
MIAND INC
3999 HUPP ROAD BLDG R-3-1
LA PORTE IN 46350



Dear RANDALL MCCASLAND:

The motor carrier safety rating for your company is:

SATISFACTORY

This SATISFACTORY rating is the result of a review and evaluation of your safety fitness completed on August 31, 2021. A SATISFACTORY rating indicates that your company has adequate safety management controls in place to meet the safety fitness standard prescribed in 49 C.F.R. 385.5.

Please assure yourself that any specific deficiencies identified in the review report have been corrected. We appreciate your efforts toward promoting motor carrier safety throughout your company. If you have questions or require further information, please contact:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
575 N PENNSYLVANIA ST STE 261
INDIANAPOLIS, IN 46204-1638
Telephone No.: 317-226-7474

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

ATTENTION: MICHAEL
HEIMBECKER

BARTLETT FIRE PROTECTION DISTRICT

PERMIT TO PROCESS AND DISPLAY FIREWORKS

County DUPAGE State IL

SEPT. 20TH, 2022

TO WHOM IT MAY CONCERN: GREETINGS

Application having been made in accordance with the laws of the State of ILLINOIS
this permit is issued to BAPS TEMPLE 1851 S. RT. 59 PRAMUKH ROAD BARTLETT, IL 60103

Giving them the right to exhibit display fireworks on the 24th day of OCTOBER, 2022
at DUSK 8:30' clock P.M. at ABOVE LOCATION in said County, BARTLETT, IL DUPAGE Co.
in connection with HINDU NEW YEARS EVE 20'22' celebration.

SHERIFF OR CHIEF OF THE FIRE DEPARTMENT

Mad Bomber Fireworks Productions
KINGSBURY INDUSTRIAL PARK

Signature of officer issuing permit

COPY



Illinois
Department of
Natural Resources

Office of Mines and Minerals
Oper #: 2166
PLANET PRODUCTIONS
3999 E. HUPP ROAD
BUILDING R-3-1
LA PORTE, IN 46350

HAS PAID THE REQUIRED FEE AND IS HEREBY ISSUED A

STORAGE CERTIFICATE

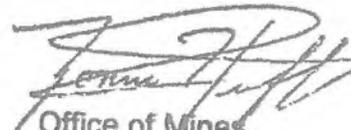
Not exceeding 10,000 pounds/count of explosives

Under the "Illinois Explosives Act"
Approved January 1, 2011

Effective Date: 3/1/2022

Certificate No.: 8856

Expires: Last day of February, 2023



Office of Mines
and Minerals

**TABLE 3-1.3 MINIMUM RADII OF DISPLAY SITE
FOR OUTDOOR DISPLAY OF FIREWORKS.**

SHELL SIZE

3 INCH (76 mm)	210 ft (64 m)
4 INCH (102 mm)	280 ft (85 m)
5 INCH (127 mm)	360 ft (107 m)
6 INCH (152 mm)	420 ft (128 m)
7 INCH (178 mm)	490 ft (149 m)
8 INCH (203 mm)	560 ft (170 m)
10 INCH (254 mm)	700 ft (214 m)
12 INCH (305 mm)	840 ft (256 m)
OVER 12 INCH	

APPROVAL OF AUTHORITY
HAVING JURISDICTION.

3-1.3.1 DISTANCE FROM HEALTH CARE AND PENAL FACILITIES SHALL BE AT LEAST TWICE THE DISTANCE SPECIFIED IN 3-1.3.

NOTE: SEE NFPA 101, LIFE SAFETY CODE, FOR DEFINITIONS OF HEALTH CARE AND PENAL FACILITIES.

EXCEPTION: WITH THE APPROVAL OF THE HEALTH CARE OR PENAL FACILITY, THIS REQUIREMENT SHALL BE WAIVED.

3-1.3.2 DISTANCES FROM BULK STORAGE AREAS OF MATERIALS THAT HAVE A FLAMMABILITY, EXPLOSIVE OR TOXIC HAZARD SHALL BE FENCE THAT REQUIRED BY TABLE 3-1.2.

NOTE: TO DETERMINE WHETHER MATERIALS ARE CONSIDERED TO POSSESS THESE HAZARDS, SEE NFPA 325M, FIRE HAZARD PROPERTIES OF FLAMMABLE LIQUIDS, GASES, AND VOLATILE SOLIDS, AND NFPA 49, HAZARDOUS CHEMICALS DATA.

3-2 DISCHARGE SITE

3-2.1 THE AREA SELECTED FOR THE DISCHARGE OF AERIAL SHELLS SHALL BE LOCATED SO THAT THE TRAJECTORY OF THE SHELLS SHALL NOT COME WITHIN 28 FT (8.5 M) OF ANY OVERHEAD OBJECT.

3-2.2 GROUND DISPLAY PIECES SHALL BE LOCATED AT A MINIMUM DISTANCE OF 75 FT (23 M) FROM SPECTATOR VIEWING AREAS AND PARKING AREAS.

EXCEPTION: FOR GROUND PIECES WITH GREATER HAZARD POTENTIAL (SUCH AS LARGE WHEELS WITH POWERFUL DRIVERS, ROMAN CANDLE BATTERIES, AND ITEMS EMPLOYING LARGE SALUTES) THE MINIMUM SEPARATION DISTANCES SHALL BE INCREASED TO 125 FT (38.1 M).

3-2.3 WHEN THE MORTARS ARE POSITIONED VERTICALLY, THE MORTARS SHALL BE PLACED AT THE APPROXIMATE CENTER OF THE DISPLAY SITE.



STATE OF ILLINOIS
 OFFICE OF THE STATE FIRE MARSHAL
 DIVISION OF FIRE PREVENTION
 1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

PLANET PRODUCTIONS/MAD BOMBER FIREWORKS
 3999 E HUPP RD BLDG R-3-1
 LA PORTE, IN 46350

IL06-OP-00029

License #

05/15/2024

ISSUE DATE

Matt Perez

STATE FIRE MARSHAL

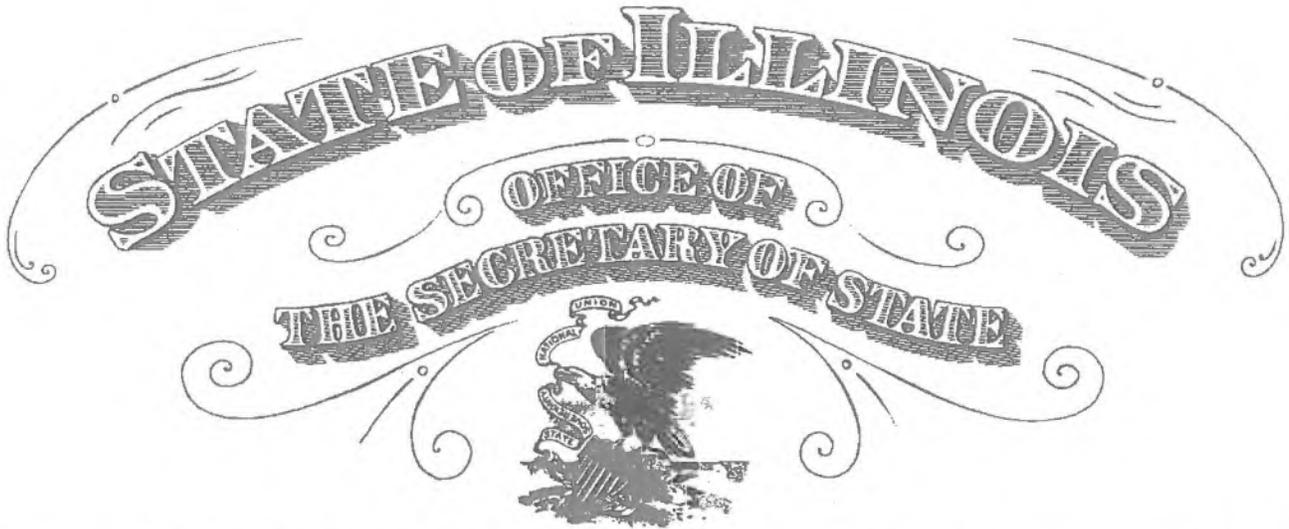
OP

EXPIRATION DATE

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.

File Number

7153-650-5



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MIAND, INC., INCORPORATED IN INDIANA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 31, 2018, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST day of FEBRUARY A.D. 2022 .



Authentication #: 2205201056 verifiable until 02/21/2023

Authenticate at: <http://www.ilsos.gov>

Jesse White

SECRETARY OF STATE

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350

11N485 HUNTER TRAIL * ELGIN, IL 60124 * Ph. 847 464-1442 Fax (847) 464-1388

BARTLETT FIRE PROTECTION DISTRICT LIST OF SHELLS

NEW YEARS EVE CELEBRATION

BAPS TEMPLE

1851 S. Rt. 59 Pramukh Rd.
BARTLETT, IL 60103

Monday OCT. : 24 ,2022 at 8:30 pm

RAIN DATE: T.B.A.

CLOSE PROXIMITY 1.4G, and
FIREWORKS 1.3G, UN0335, PGII

1280 - 25mm Special Effect Barrage Units*
840 - 30mm Special Effect Barrage Units*
488 - 45mm Special Effect Barrage Units*
240 - 2.5" Aerial Shells**
216 - 3" Aerial Shells**
204 - 4" Aerial Shells**

ALL ELECTRONICALLY FIRED DISPLAY

** MEETS N.F.P.A. #1123 DISTANCE REQUIREMENT OF 210 FEET

* Multiple Shot Barrage Boxes, Exhibition Candles, Crossettes, Comets, and Floral Mines

OSFM PYROTECHNICIANS ASSIGNED:

Chief: RANDY McCASLAND
Lic.#IL-06-OP-00029-00280
Cell 219 313 8921
Asst. MICHAEL GARDNER
Lic.#IL-06-O-00029-00262
Asst. JAMES SHIFFER
Lic.#IL-06-O-00029-00342

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. Hupp Road Bldg. R-3-1 LAPORTE, IN 46350

LEAD OPERATOR

CELL PH. 219 313-8921

Randall McCasland
Planet Productions
P.O. Box 418 3999 Hupp Road Bldg. R-3-1
Kingsbury, IN 46345-0418



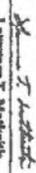
License #
IL06-OP-00029-00280

Illinois Office of the State Fire Marshal
Division of Fire Prevention
THIS IS TO CERTIFY THAT

Randall McCasland
Pyrotechnic Operator License

Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by

Planet Productions


Lawrence T. Morkuth
STATE FIRE MARSHAL

MAD BOMBER

FIREWORKS PRODUCTIONS



Illinois Office of the State Fire Marshal
Division of Fire Prevention
THIS IS TO CERTIFY THAT

James Schiffer
Pyrotechnic Operator License

Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by

Planet Productions

License #
IL09-O-00029-00342

Lawrence T. Matkovich

Lawrence T. Matkovich
STATE FIRE MARSHAL

CELL PHONE #630 330-5852

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350
11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847) 464-1442 Fax (847) 464-1388



This is to Certify That

Has completed
all the requirements under the
Pyrotechnic Distributor and Operator
Act
225 ILCS 227

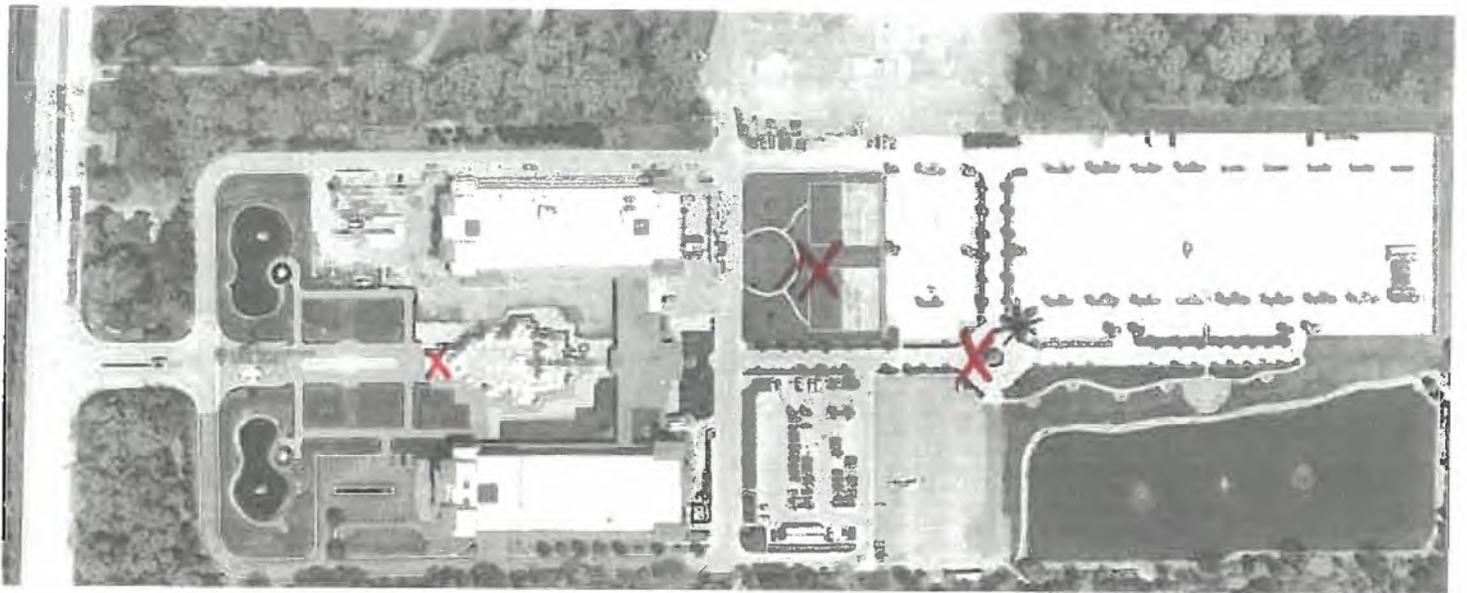
1500 Pointe Drive, Apt. 9

Valparaiso, IN 46383

Operator Number:

IL06-O-00029-00262

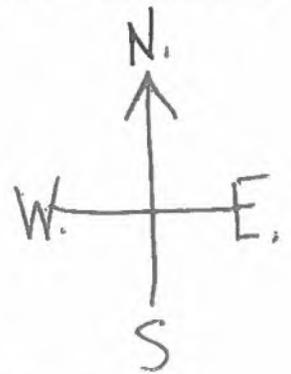
Date of Issue: **5/15/2009**



SITE PLAN FOR BAPS

FIREWORKS DISPLAY

MON. Oct. 24, 2022

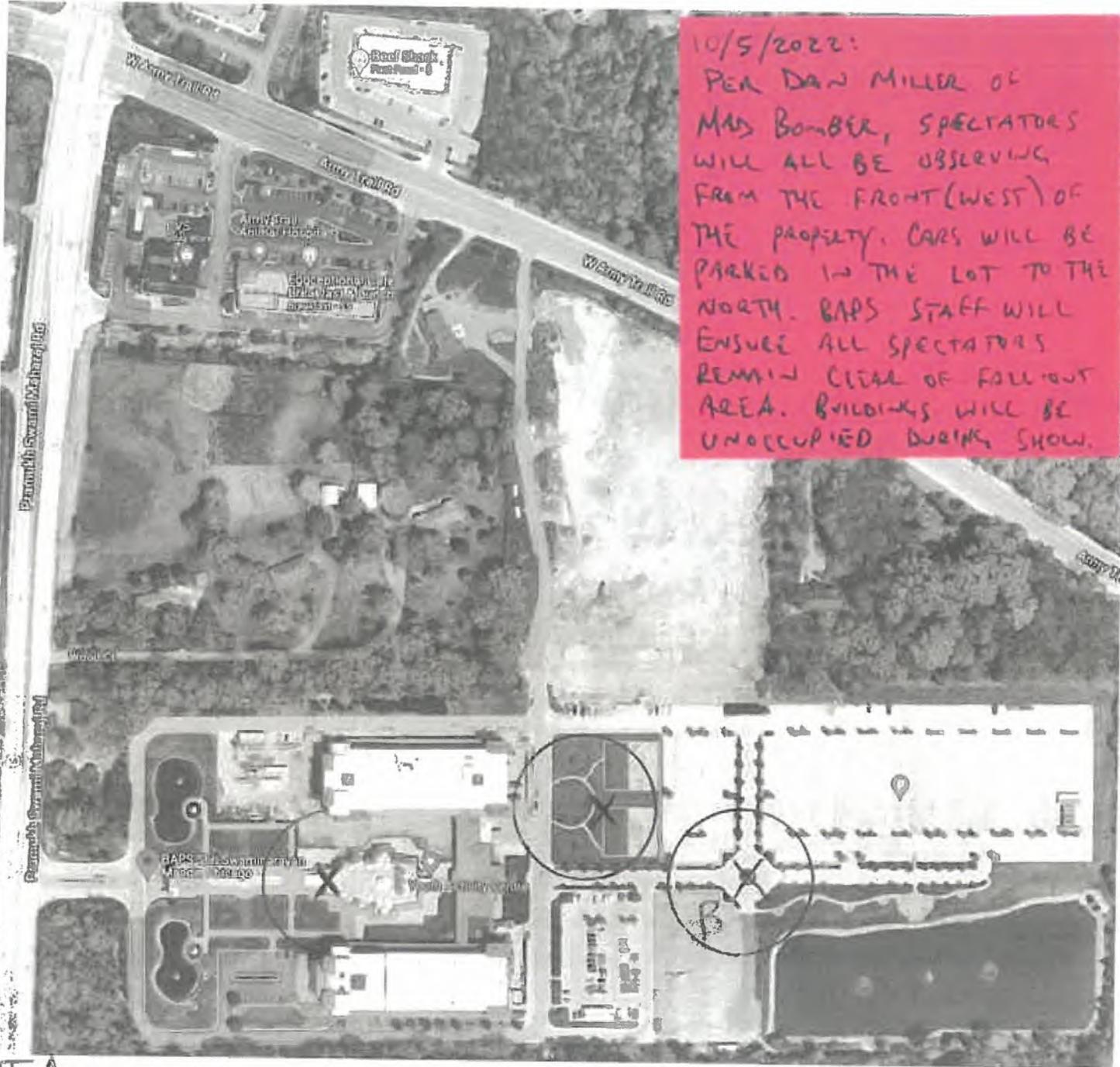


CLOSE EFFECTS FIRED FROM THE FRONT OF TEMPLE STEPS (As in previous shows)

ALL AERIAL PRODUCTS WILL BE FIRED FROM INSIDE THE FENCED IN PLAYGROUND AREA.

(*SECONDARY FIRING SITE AVAILABLE)

10/5/2022:
PER DAN MILLER OF
MAD Bomber, SPECTATORS
WILL ALL BE OBSERVING
FROM THE FRONT (WEST) OF
THE PROPERTY. CARS WILL BE
PARKED IN THE LOT TO THE
NORTH. BAPS STAFF WILL
ENSURE ALL SPECTATORS
REMAIN CLEAR OF FOLIAGE
AREA. BUILDINGS WILL BE
UNOCCUPIED DURING SHOW.



OPT. A

→ INSIDE THE FENCED IN PLAYGROUND AREA
MEETS NFPA #1123 DISTANCE 280' - 4" Dia. Shells

CLOSE PROXIMITY FIREWORKS FIRED FROM THE
PREVIOUS DISPLAYS ON THE TEMPLE STEPS

NFPA #1123 175' Distance Req.

* OPTION B (secondary site) Prefer Opt. A.

(Not to Scale)



Agenda Item Executive Summary

Bittersweet Water Reclamation Facility
 Improvements-Approving Change Order #3
 between Joseph J. Henderson & Son, Inc. and the Village of Bartlett

Committee or Board Board

BUDGET IMPACT

Amount:	\$374,868.26	Budgeted	\$37,000,000.00 (Loan)
List what fund	Sewer Fund - IEPA Low Interest Loan		

EXECUTIVE SUMMARY

We have been working with Joseph J. Henderson & Son (JJH), Inc. on the Bittersweet Water Reclamation Facility improvements and ways to improve and reduce long term maintenance responsibilities in the future. Seven items are included in Change Order #3 for a total increase of \$374,868.26:

- The majority of the change order is for a new generator. The water reclamation facility has two smaller generators that are used to power the facility in the event that we lose ComEd power. We had one of the generators scheduled for replacement this fiscal year in the amount of \$200,000. After reviewing with our consultant and the contractor, it was determined that it would be much more efficient to install one large generator and replace both of the old generators. This allows us to eliminate the underground fuel tank and maintain only one generator in the future. We have had preliminary discussions with a vendor that is interested in purchasing the old generators. It is estimated that we could receive ~\$50,000 for the existing generators. We postponed our lift station capital project for FY 23-24 to allow for the additional budget necessary to cover the new generator.
- The other items are miscellaneous increases and decreases that have come up during construction and are explained in the attached documents.

Change Orders 1 & 2 decreased the project by \$760,165.51. With the increased costs in Change Order #3, the project cost has still been reduced by \$385,297.28.

We recommend that the Village Board approve Change Order #3 with Joseph J. Henderson & Son, Inc.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Exhibit A

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2022-_____, a Resolution Approving of Change Order #3 to the Contract Between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements for a \$374,868.26 Increase in the Original Contract Sum.

Staff: Dan Dinges, Director of Public Works Date: 10/7/22

Memo

DATE: October 7, 2022

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Bittersweet Water Reclamation Facility Improvements
- Change Order #3

We have been working with Joseph J. Henderson & Son (JJH), Inc. on the Bittersweet Water Reclamation Facility improvements and ways to improve and reduce long term maintenance responsibilities in the future. Seven items are included in Change Order #3 for a total increase of \$374,868.26:

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MOTION: I move to approve Resolution 2022-_____, a Resolution Approving of Change Order #3 to the Contract Between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements for a \$374,868.26 Increase in the Original Contract Sum.

RESOLUTION NO. 2022 - _____

**A RESOLUTION APPROVING OF CHANGE ORDER NO. 3 TO THE
CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND
JOSEPH J. HENDERSON & SON, INC. FOR THE BITTERSWEET WATER
RECLAMATION FACILITY IMPROVEMENTS FOR A \$374,868.26
INCREASE IN THE ORIGINAL CONTRACT SUM**

WHEREAS, the Village of Bartlett (the "Village") and Joseph J. Henderson & Son, Inc. (the "Contractor") entered into an Agreement approved by the Village on November 2, 2021, but last signed on and dated November 30, 2021 (the "Contract") for the Bittersweet Water Reclamation Facility Improvements in an original contract amount of \$35,320,000.00 (the "Original Contract Sum"); and

WHEREAS, the Contract was awarded to the Contractor because it was the lowest responsible and responsive bidder for the Project after advertisement for public bids; and

WHEREAS, the Project came in over budget so the Village looked for ways to reduce the cost of the Project by modifying the scope and specifications for the Project, Change Orders No. 1 & 2 resulted in a credit/decrease/reduction in the Original Contract Sum of \$760,165.54; and

WHEREAS, the Village has continued to work with the Contractor to look for additional ways to modify the scope and specifications for the Project to further reduce the overall cost, but retain the overall quality of the Project, and has come up with a series of seven additional changes that combined will increase the cost of the Project by \$374,868.26, which are more fully described in Change Order No. 3 which is attached hereto as Exhibit A; and

WHEREAS, the proposed change in the scope of the work and specifications may be authorized by a change order to the Contract, provided the Corporate Authorities make a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed; (2) the change is germane to the original contract as signed; OR (3) the change order is in the best interest of the unit of local government and authorized by law (720 ILCS 5/33E-9); and

WHEREAS, the decrease in the cost of the Project combining Change Orders No. 1, No. 2, and No. 3 is \$385,297.28; and

WHEREAS, the amended Contract Sum for the Project with Change Orders No. 1 No. 2 and No. 3 is \$34,934,702.72;

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

SECTION ONE: The Board hereby finds and determines that the circumstances necessitating the change in the scope and specifications of the Project included in Change Order No. 3 were not reasonably foreseeable at the time the Contract was signed; that Change Order No. 3 is germane to the original Contract as signed; and/or that Change Order No. 3 is in the best interest of the Village and is authorized by law.

SECTION TWO: That Change Order No. 3 attached hereto as Exhibit A, which increases the Original Contract Sum for the Project by \$374,868.72, is hereby approved, and the Village Administrator is hereby authorized and directed to sign Change Order No. 3 on behalf of the Village, making the new Contract Sum, after an "INCREASE" in that amount (and including the previous reductions approved by Change Order No. 1 and No. 2), \$34,934,702.72 (the "Third Amended Contract Sum").

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 Giless, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - _____ enacted on October 18, 2022 and approved on October 18, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



EXHIBIT A

Strand Associates, Inc.®
 910 West Wingra Drive
 Madison, WI 53715
 (P) 608.251.4843
 www.strand.com

October 10, 2022

CHANGE ORDER NO. 3

PROJECT: Bittersweet Water Reclamation Facility Improvements
 OWNER: Village of Bartlett, Illinois
 CONTRACT: 1-2021
 CONTRACTOR: Joseph J. Henderson & Son, Inc.

Description of Change

3a	Provide nitrate recycle pump variable frequency drive, aeration blower breaker, air conditioner breaker, and Control Building roof air condition breaker in accordance with Cost Proposal Request (CPR) No. 007 issued June 8, 2022.	ADD	\$5,943.53
3b	Provide aluminum planking supports at Ultraviolet Light Disinfection Structure in accordance with CPR No. 008 issued June 15, 2022.	ADD	\$14,036.07
3c	Provide mud valves at Aeration Train No. 1 in accordance with CPR No. 009 issued June 15, 2022.	ADD	\$6,580.00
3d	Change the 6-inch water main piping from ductile iron piping to C900 Certalock polyvinyl chloride piping with tracer wire and test stations.	(DEDUCT)	(\$19,768.19)
3e	Change 4-, 6-, and 8-inch drain piping from Class 53 ductile iron piping to Class 52 ductile iron piping.	(DEDUCT)	(\$1,536.15)
3f	Provide standby generator and associated modifications in accordance with CPR No. 11 issued August 10, 2022, items 011-01, 011-03, 011-04, 011-05, 011-06, 011-07, and 011-10.	ADD	\$368,755.00
3g	Change floor door 4001B and 4101A sizes to 36.75 inches by 37.75 inches. Change floor door 1502B size to 38 inches by 56 inches.	ADD	\$858.00
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$374,868.26

Contract Price Adjustment

Original Contract Price	\$35,320,000.00
Previous Change Order Adjustments	(\$760,165.54)
Adjustment in Contract Price this Change Order	\$374,868.26
Current Contract Price including this Change Order	\$34,934,702.72



Cost Proposal Request
Bittersweet Water Reclamation Facility Improvements
Village of Bartlett
Contract 1-2021
June 8, 2022

COST PROPOSAL NO.: 007

TO: Joseph J. Henderson & Son, Inc.
ISSUED BY: Phil Severson

DISTRIBUTION

Jason Rudolph	Joseph J. Henderson & Son, Inc.
Dan Dinges	Village of Bartlett
Phil Severson	Strand Associates, Inc.®
Randy Oliphant	Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTIVE TO PROCEED WITH THE WORK DESCRIBED HEREIN.

DESCRIPTIONS AFFECTING THE DRAWINGS

Drawing 99-E6.11 (Sheet 197)

- 007-01 Change Aeration Zone 1C and Aeration Zone 2C Nitrate Recycle Pumps (NRP-30-01 and NRP-30-02) full load amps (FLA) to 16-amps. Increase the heavy duty VFD size and thermal magnetic circuit breaker to accommodate higher FLA for each pump.
- 007-02 Change Aeration Blowers No. 1 thru No. 3 (B-95-01, B-95-02, and B-95-03) full load amps (FLA) to 125-amps. Decrease the thermal magnetic circuit breaker to be rated for 200-amps and feeder cables to be 3~2/0 in 2" conduit for each blower. Resize associated ground wire for each blower per the NEC.
- 007-03 Change Air Conditioner FLA to 7.1-amps. Decrease the air conditioner thermal magnetic circuit breaker to be rated for 15-amps and feeder cables to be 3~#12 in 3/4" conduit. Resize associated ground wire per the NEC.
- 007-04 Add a 15-amp thermal magnetic circuit breaker to MCC-95 for the Control Building Roof Air Conditioner. Roof air conditioner FLA is 7.7-amps. Add 3~#12 in 3/4" conduit from MCC-95 to roof air conditioner. Size associated ground wire per the NEC.



JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, IL 60031
PH: 847-244-3222
FX: 847-244-2490

Strand Associates
910 West Wingra Dr.
Madison, WI 53715

July 29, 2022

Attn: Mr. Phil Severson, P.E.

Project: Bittersweet Water Reclamation Facility Improvements
Village of Bartlett
Contract 1-2021

Subject: CPR-007 - MCC-95 Changes

SAI: Time request not accepted. Supporting documentation was not provided.

Mr. Severson,

JJ Henderson is providing this proposal as requested by CPR-007 to modify MCC-95 as required. IPS and Morse Electric have included a breakdown of their costs as part of the proposal. IPS have indicated this change to the work will affect the lead time of the materials. ~~An extension of the contract times of 45 workdays (63 calendar days) will be required.~~ Please incorporate the value of this change and additional contract time into an Owner Change Order so materials can be released into production upon approval.

Total Cost for this CPR-007: \$5,943.53

Thank you,

Jason Rudolph

Jason Rudolph
Senior Project Manager
Joseph J. Henderson & Son, Inc.
Cell: 847-812-1072

Bittersweet Water Reclamation Facility Improvements
 Village of Bartlett
 Contract 1-2021
 CPR-007

7/29/2022

Modifications to MCC-95				
Qty	Unit	Description	Unit Price	Cost
COST				
Materials & Labor				
1	LS	See attached Proposal for Breakdown of Costs by IPS	\$ 3,333.00	\$ 3,333.00
1	LS	See attached Proposal for Breakdown of Costs by Morse Electric	\$ 2,327.50	\$ 2,327.50
		5 % JJH Mark-up		\$ 283.03
Total Cost				\$ 5,943.53



Cost Proposal Request
Bittersweet Water Reclamation Facility Improvements
Village of Bartlett
Contract 1-2021
June 8, 2022

COST PROPOSAL NO.: 007

TO: Joseph J. Henderson & Son, Inc.
ISSUED BY: Phil Severson

DISTRIBUTION

Jason Rudolph	Joseph J. Henderson & Son, Inc.
Dan Dinges	Village of Bartlett
Phil Severson	Strand Associates, Inc.®
Randy Oliphant	Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTIVE TO PROCEED WITH THE WORK DESCRIBED HEREIN.

DESCRIPTIONS AFFECTING THE DRAWINGS

Drawing 99-E6.11 (Sheet 197)

- 007-01 Change Aeration Zone 1C and Aeration Zone 2C Nitrate Recycle Pumps (NRP-30-01 and NRP-30-02) full load amps (FLA) to 16-amps. Increase the heavy duty VFD size and thermal magnetic circuit breaker to accommodate higher FLA for each pump.
- 007-02 Change Aeration Blowers No. 1 thru No. 3 (B-95-01, B-95-02, and B-95-03) full load amps (FLA) to 125-amps. Decrease the thermal magnetic circuit breaker to be rated for 200-amps and feeder cables to be 3~2/0 in 2" conduit for each blower. Resize associated ground wire for each blower per the NEC.
- 007-03 Change Air Conditioner FLA to 7.1-amps. Decrease the air conditioner thermal magnetic circuit breaker to be rated for 15-amps and feeder cables to be 3~#12 in 3/4" conduit. Resize associated ground wire per the NEC.
- 007-04 Add a 15-amp thermal magnetic circuit breaker to MCC-95 for the Control Building Roof Air Conditioner. Roof air conditioner FLA is 7.7-amps. Add 3~#12 in 3/4" conduit from MCC-95 to roof air conditioner. Size associated ground wire per the NEC.



Integrated Process Solutions, Inc.

Corporate Office: PO Box 26, Fosston, MN 56542

34696 412 St. SE
Fosston, MN 56542
218.435.1703

107 Avon Ave S Ste. 2
Avon, MN 56310
320.345.1457

606 Cooper Road
Waunakee, WI 53587
608.849.4375

PROPOSAL - CPR-007 Control Building Electrical

IPS #

DATE: 6/27/2022

IPS Project No. 2270

OWNER: VILLAGE OF BARTLETT, IL

CONTRACTOR: JJ HENDERSON & SON, INC.

PROJECT: BITTERSWEET WATER RECLAMATION FACILITY IMPROVEMENTS

Integrated Process Solutions, Inc. is pleased to offer the below changes for modifying the design and construction of MCC-95, located in the Control Building. Changes includes re-arrangement of MCC buckets to accomdated larger VFDs associated with the nitrate recycle pumps, changing circuit breaker sizes, and adding a circuit breaker. The following page includes the new, preliminary MCC layout. Please advise if changes to this are desired.

Type	No.	Description	Qty	Unit	Unit Cost	Total
LABOR	CO-R0020	Labor - Project Management	0	Hour	\$125	\$0
LABOR	CO-R0030	Labor - Engineering (correspond with Rockwell for changes, update drawings, additions to drawings)	10	Hour	\$125	\$1,250
LABOR	CO-R0040	Labor - Programming, PLC & HMI and testing	0	Hour	\$125	\$0
LABOR	CO-R0060	Labor - CAD (update submittal drawings)	2	Hour	\$95	\$190
LABOR	CO-R0080	Labor - Field Service/StartUp	0	Hour	\$125	\$0
LABOR	CO-R0090	Labor - Electrical Construction Labor	0	Hour	\$75	\$0
LABOR	CO-R0100	Labor - Media	0	Hour	\$55	\$0
LABOR	CO-R0160	Labor - Production (new breaker - test, install nameplate, document)	0.5	Hour	\$75	\$38
LABOR	CO-R0940	Labor - Shipping/receiving/freight	0	Hour	\$75	\$0
LABOR	CO-R1000	Subcontractor	0	LS	\$0	\$0
MISC		Mileage	0	Mile	\$0.65	\$0
MISC		Hotel and Per Diem	0	Day	\$180	\$0
LABOR	R0940	Shipping & Crating	0	Hour	\$40	\$0
					TOTAL LABOR	\$1,478
ITEM	R0950	Freight - Incoming and Outgoing	0	Each	\$0	\$0
ITEM	Materials	Rockwell Powerflex MCC changes	1	Each	\$1,552	\$1,552
ITEM	Materials	Additional nameplate	1	Lot	\$25	\$25
ITEM			0	Lot	\$0	\$0
ITEM			0	Each	\$0	\$0
ITEM			0	Lot	\$0	\$0
ITEM			0	Each	\$0	\$0
ITEM			0	Each	\$0	\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Material Sum	\$1,577
Material OH&P at 15%	\$278
Subtotal	\$1,855
Tax	\$0
Labor from Above	\$1,478
Total	\$3,333

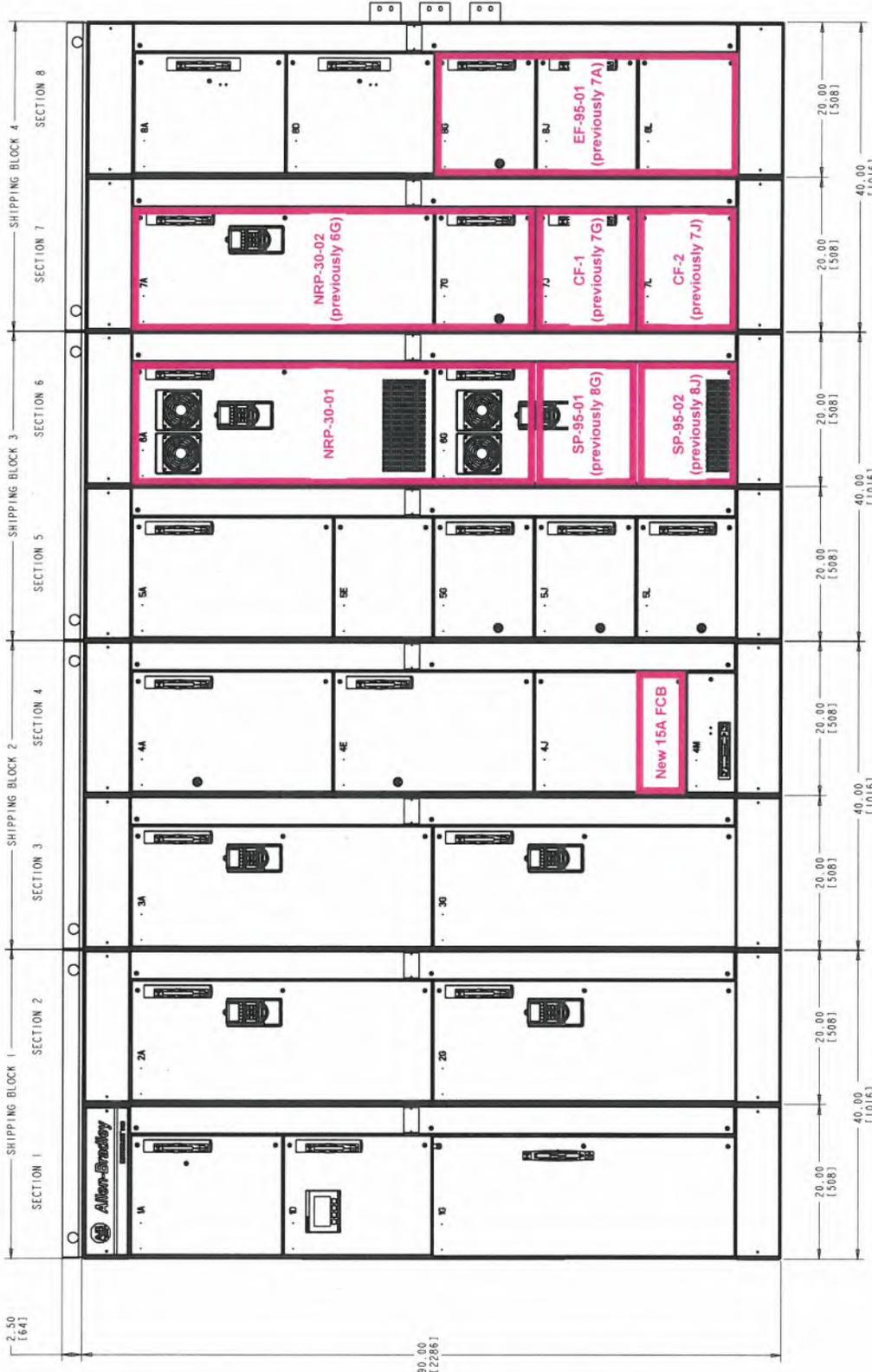
Estimated Change in Contract Price: **\$3,333**

Estimated Change in Contract Times: **45 working days**

Note: Lead time increases by 45 working days from date of approval.

SAI: Time request not accepted. Supporting documentation was not provided.

ELEVATION VIEW
(FRONT)



REV	APPROVED	DATE	STAGE	PROJECT
A	SOMAL T	25-APR-22	APPROVAL	UPS - BARTLETT IL REVISED M-C-95
				CUSTOMER: Rockwell Automation, Inc. 99071737
				ORDER-LINE NUMBER: 6505509371-000400
				LANG.: ENG

<p>Rockwell Automation</p> <p>MECHANICAL ELEVATION</p>	
DATE: 22-APR-22	DRAWN BY: SOMAL T
SHEET 2 OF 7	SIZE: D
10006671743	10006671743

TOTAL LINEUP LENGTH = 220 (5588)

PROPOSED CHANGE ORDER



CCN # RFCO2_CPR007 NITRATE RCYCL VFD & BLOWER CHANGES
Date: 7/20/2022
Project Name: Bittersweet WWWT
Project Number: Bittersweet WWWT
Page Number: 1

Work Description

We propose to furnish the labor, materail, equipment, and supervision required for the work associated with CPR 007, Nitrate Recycle Pump VFD and Blower HP changes , per the scope below:

007-01 - Change Aeration Zone 1C and Aeration Zone 2C Nitrate Recycle Pumps (NRP-30-01 and NRP-30-02) full load amps (FLA) to 16 amps. Increase the heavy duty VFD size and thermal magnetic circuit breaker to accomodate the higher FLA for each pump. **THIS IS A NO COST CHANGE FOR MORSE ELECTRIC**

007-02 - Change Aeration Blowers No. 1 thru No. 3 (B-95-01, B-95-02 and B-95-03) full load amps (FLA) to 125A. Decrease the thermal magnetic circuit breaker to be rated for 200A and feeder cables to be 3-2/0 in 2" conduit for each blower. Resize associated ground wire for each blower per the NEC. **CREDIT IS BEING OFFERED ONLY FOR THE REDUCTION IN WIRE. THE 2-1/2" ALUMINUM CONDUIT IS ALREADY ON SITE AND NON-RETURNABLE, THEREFORE NO CREDIT IS BEING OFFERED FOR THE CONDUIT.**

007-03 - Change Air Conditioner FLA to 7.1A. Decrease the air conditioner thermal magnetic circuit breaker to be rated for 15A and Feeder cables to be 3#12 in 3/4" conduit. Resize associated ground wire per the NEC. **CREDIT PROPOSAL FOR WIRE.**

007-04 - Add a 15A thermal magnetic circuit breaker to MCC-95 for the Control Bldg. Roof Air Conditioner. Roof Air Conditioner FLA is 7.7A. Add 3#12 wires in 3/4" conduit from MCC-95 to roof air conditioner. Size associated ground wire per the NEC. **ADDER TO INCLUDE: A 100' 3/4" ALUMINUM CONDUIT RUN WITH 4/12 THHN WIRES, BLOCK WALL CORING AND TERMINATIONS.**

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
3/4" ARC (AL)	100	206.81	10.00
3/4" ARC MYERS HUB	2	10.79	0.60
3/4" LB AL BODY, CVR, GASKET	1	7.69	0.68
1" C AL BODY, CVR, GASKET	1	11.19	0.90
3/4" ARC 90 ELBOW	6	100.65	3.15
3/4" AL STRUT CLAMP	12	46.84	0.92
#12 THHN	940	169.91	7.23
#10 THHN	-500	-138.22	-4.25
#6 THHN	126	98.00	1.68
#4 THHN	-126	-174.13	-1.94
#2/0 THHN	306	964.07	7.43
#4/0 THHN	-306	-1,628.84	-9.91
# 12 WIRE TERM-POWER	16	0.16	0.96

ORIGINAL

PROPOSED CHANGE ORDER

Description	Qty	Total Mat.	Total Hrs.
8' BLOCK CORE	2	20.00	2.00
Totals	580	-305.08	19.45

Summary

MATERIAL

Total Material		-305.08
FOREMAN	(19.45 Hrs @ \$113.10)	2,199.80
General Expenses		120.43
Overhead	(@ 10.000 %)	201.52
Markup	(@ 5.000 %)	110.83

Final Amount **\$2,327.50**

CLIENT ACCEPTANCE

CCN # RFCO2_CPR007 NITRATE RCYCL VFD & BLOWER CHANGES
Final Amount: \$2,327.50

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, IL 60031
PH: 847-244-3222
FX: 847-244-2490

Strand Associates
910 West Wingra Dr.
Madison, WI 53715

9/15/22

Attn: Mr. Phil Severson, P.E.

Project: Bittersweet Water Reclamation Facility Improvements
Village of Bartlett
Contract 1-2021

Subject: CPR-008 – UV Planking Supports

Mr. Severson,

Joseph J. Henderson & Son, Inc. submits herewith the cost furnish and install additional UV Planking supports in accordance with CPR-008.

Total Additional Cost: \$14,036.07

Sincerely,

Bill Marshalla

Bill Marshalla
Director of Operations
Joseph J. Henderson & Son, Inc.
PH: 847-244-3222



DIXIE METAL PRODUCTS, INC.

442 S.W. 54th Court
Ocala, FL 34474-1893

www.dixiemetals.com

352-873-2554

CHANGE ORDER #1

Project: BITTERSWEET WRF

Date: MARCH 31, 2022

Attention: DAVID TRAVER

PER YOUR WRITTEN REQUEST PLEASE SEE THE COST IMPACT TO PROVIDE THE FOLLOWING:

**ALUMINUM I7 X 5.8 SUPPORT BEAMS AT UV STRUCTURE
1 LOC /MILL-MASITC**

\$8775.00 F.O.B NOT INCLUDING TAX

NOTES

1. DESIGN CALCULATIONS OR SIGNED AND SEALED DRAWINGS ARE NOT INCLUDED
2. FIELD MEASUREMENTS BY OTHERS

EXCLUSIONS

1. FILED WORK OR INSTALATION OF ANY KIND.
2. EPOXY OR GROUT.
3. NEOPRENE OF ANY KIND
4. ANY ITEM NOT SPECIFICALLY LISTED IN THIS SCOPE.

THIS AMOUNT WILL BE INVOICED WITHIN 30 DAYS OF THE WORK. DIXIE METALS WILL NOT COMMENCE WITHOUT YOUR PRIOR AUTHORIZATION. KINDLY ISSUE A WRITTEN PURCHASE ORDER IF WE ARE TO PROCEED





Cost Proposal Request
Bittersweet Water Reclamation Facility Improvements
Village of Bartlett
Contract 1-2021
June 15, 2022

COST PROPOSAL NO.: 008

TO: Joseph J. Henderson & Son, Inc.
ISSUED BY: Phil Severson

DISTRIBUTION

Jason Rudolph
Dan Dinges
Troy W. Stinson

Joseph J. Henderson & Son, Inc.
Village of Bartlett
Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTIVE TO PROCEED WITH THE WORK DESCRIBED HEREIN.

DESCRIPTIONS AFFECTING THE DRAWINGS

Drawing 50-ASM3.01 (Sheet 127)

- 008-01 Add plank supports spanning 10'-0" across central weir trough channel. Plank supports shall be aluminum I 7 x 5.8 I-beams spaced at 5'-6" typical and one spacing of 6'-0" on west end. Plank shall be 1-1/2" thick and span from east to west. Fasten I-beams to concrete with 2~SS expansion bolts each end, one each side of web, embed 4".



JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, IL 60031
PH: 847-244-3222
FX: 847-244-2490

Strand Associates
910 West Wingra Dr.
Madison, WI 53715

9/6/22

Attn: Mr. Phil Severson, P.E.

Project: Bittersweet Water Reclamation Facility Improvements
Village of Bartlett
Contract 1-2021

Subject: CPR-009 – Aeration Train #1 Mud Valves

Mr. Severson,

Joseph J. Henderson & Son, Inc. submits herewith the cost complete concrete and pipe demolition as needed to install 10" mud valves in Aeration Zones 1C and 1B in accordance with CPR-009.

Total Additional Cost: \$6,580.00

Sincerely,

Sam Henderson

Sam Henderson
Project Manager
Joseph J. Henderson & Son, Inc.
PH: 847-244-3222



LAI, Ltd.

5400 Newport Drive • Suite #10 • Rolling Meadows, Illinois 60008 • 847/392-0990 • FAX 847/392-1095

Change Order Proposal

To:	Sam Henderson	From:	Richard Hussey
	Joseph J. Henderson & Son, Inc.		LAI, Ltd
Email:	SamH@jjhenderson.com	Pages:	1 of 1
Phone:	(847) 276-1409	Date:	10/05/2022
Re:	Bartlett Bittersweet Mud Valves – Section 40 23 10 PO# 1400016		

Please find below Change Order amount requested due to changing (2) 8" mud valves to 10":

Qty	Description	Price Each	Extension
1	Change (2) 8" Mud Valves to 10" Valves w/Viton Seats	\$ 1,978.00	\$ 1,978.00
		Total	\$ 1,978.00

Taxes not included.

Quote is valid for 30 days.



Cost Proposal Request
Bittersweet Water Reclamation Facility Improvements
Village of Bartlett
Contract 1-2021
June 15, 2022

COST PROPOSAL NO.: 009

TO: Joseph J. Henderson & Son, Inc.
ISSUED BY: Phil Severson

DISTRIBUTION

Jason Rudolph	Joseph J. Henderson & Son, Inc.
Dan Dinges	Village of Bartlett
Troy W. Stinson	Strand Associates, Inc.®
Randy Oliphant	Strand Associates, Inc.®

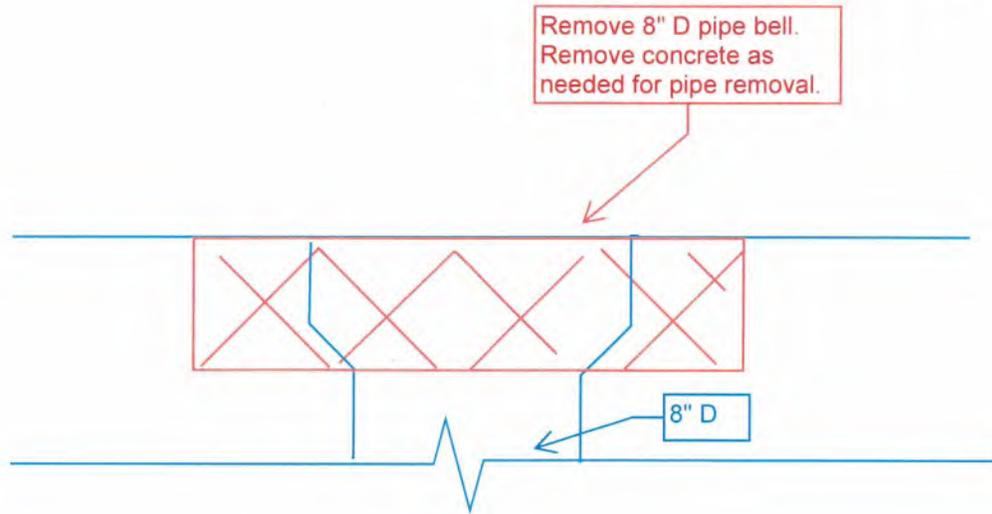
Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTIVE TO PROCEED WITH THE WORK DESCRIBED HEREIN.

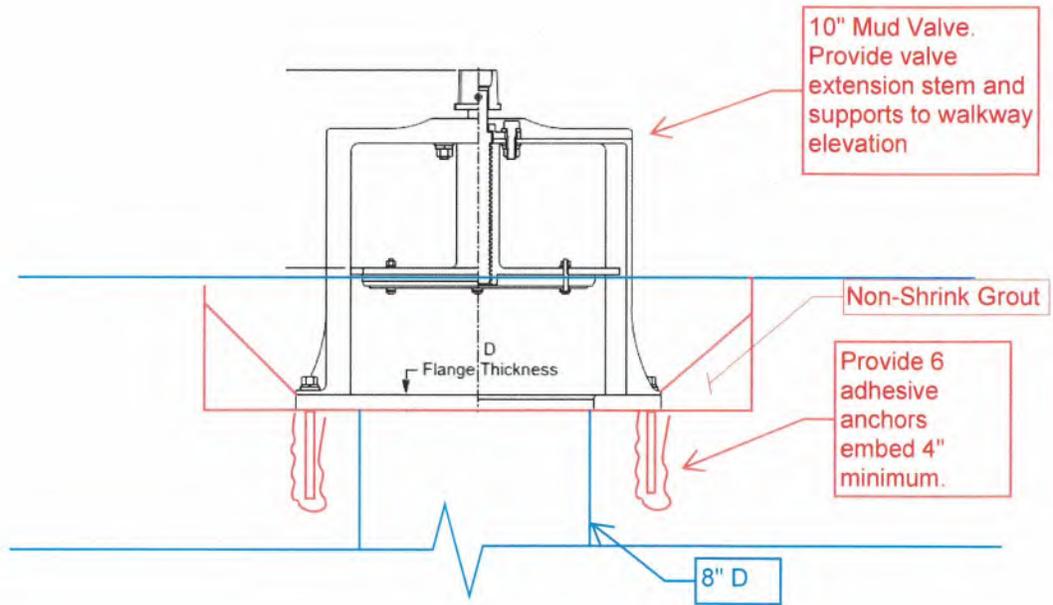
DESCRIPTIONS AFFECTING THE DRAWINGS

Drawing 30-ASM1.01 (Sheet 90)

009-01 Change the mud valves in Aeration Zone 1C and Aeration Zone 1B to provide demolition and mud valves as shown on the attached drawing.



EXISTING DRAIN DEMOLITION
NTS



AERATION TANK NO. 1 MUD VALVES
NTS



JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, IL 60031
PH: 847-244-3222
FX: 847-244-2490

Strand Associates
910 West Wingra Dr.
Madison, WI 53715

7/29/22 REV2

Attn: Mr. Phil Severson, P.E.

Project: Bittersweet Water Reclamation Facility Improvements
Village of Bartlett
Contract 1-2021

Subject: Cost Proposal - Utilize 6" PVC C-900 in place of 6" Ductile Iron

Mr. Severson,

JJ Henderson is providing this credit proposal to provide 6" PVC Certa-Lok C-900 restrained joint pipe in lieu of 6" Ductile Iron on the PW line. The credit is determined by comparing the costs of the two materials and the items required and or associated with them for proper install.

Total Credit for this material exchange is:\$19,768.19

Thank you,

Jason Rudolph

Jason Rudolph
Senior Project Manager
Joseph J. Henderson & Son, Inc.
Cell: 847-812-1072

Utilize PVC C-900 vs. Ductile Iron				
Qty	Unit	Description	Unit Price	Cost
CREDITS				
Materials				
28	JTS	Cable Bonding Fittings	\$ (15.00)	\$ (420.00)
34	JTS	Cable Bonding Pipe	\$ (15.00)	\$ (510.00)
785	LF	6" DIP Tyton	\$ (30.00)	\$ (23,550.00)
515	LF	6" DIP TR-Flex	\$ (32.19)	\$ (16,577.85)
28	EA	6" DI Mega-Lugs	\$ (75.00)	\$ (2,100.00)
1	LS	25 % Restock on Mega-Lugs Retain Polywrap to wrap fittings	\$ 525.00	\$ 525.00
COST				
Materials				
1300	LF	6" C-900 PVC Certalock	\$ 16.00	\$ 20,800.00
3	Rolls	Tracer Wire (500' spools)	\$ 150.00	\$ 450.00
4	EA	Test Station, Light Duty box and marker	\$ 95.00	\$ 380.00
28	EA	PVC Mega-Lugs	\$ 42.00	\$ 1,176.00
1	LS	Delivery and Handling	\$ 1,000.00	\$ 1,000.00
Total Net Credit			\$	(18,826.85)
Less Mark Up - 5% on Net Credit			\$	(941.34)
Final Credit Amount			\$	(19,768.19)



JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, IL 60031
PH: 847-244-3222
FX: 847-244-2490

Strand Associates
910 West Wingra Dr.
Madison, WI 53715

8/3/22

Attn: Mr. Phil Severson, P.E.

Project: Bittersweet Water Reclamation Facility Improvements
Village of Bartlett
Contract 1-2021

Subject: CPR-000 - RFI-048 - Class 52 Ductile in Lieu of Class 53 Ductile at Drain Lines

Mr. Severson,

JJ Henderson is providing this CREDIT proposal to utilize Class 52 Ductile Iron piping in lieu of the specified Class 53 Ductile Iron piping at all drain lines per RFI-048.

Total Credit \$1,536.15

Sincerely,

Jason Rudolph

Jason Rudolph
Senior Project Manager
Joseph J. Henderson & Son, Inc.
PH: 847-244-3222 FX: 847-244-9572
Cell: 847-812-1072

Bittersweet Water Reclamation Facility Improvements
 Village of Bartlett
 Contract 1-2021
 CPR-000

8/3/2022

Class 53 to Class 52 Ductile at Drain Lines				
Qty	Unit	Description	Unit Price	Cost
COST				
		Materials & Labor		
		Credit to utilize Class 52 Ductile Iron Pipe in lieu of Class 53 at all drain		
1	LS	lines	\$ 1,463.00	\$ 1,463.00

Total Net Credit	\$	1,463.00
Less Mark Up - 5% on Net Credit	\$	73.15
Final Credit Amount	\$	1,536.15

Rudolph, Jason M.

From: Severson, Phil <Phil.Severson@strand.com>
Sent: Monday, July 25, 2022 8:26 AM
To: Henderson, Sam; Rudolph, Jason M.
Cc: Santos, Jorge
Subject: RE: Bartlett RFI 048 Class 52 ductile iron pipe

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Jason and Sam,

The Owner will accept the proposed change of 4", 6", and 8" drain underground ductile iron piping from class 53 to class 52 with a credit of \$1,463.00. Please provide a cost proposal with supporting pricing information from Core & Main to be included in the pending change order.

Thanks,
Phil

From: Henderson, Sam <SamH@jjhenderson.com>
Sent: Friday, July 22, 2022 12:18 PM
To: Severson, Phil <Phil.Severson@strand.com>; Rudolph, Jason M. <JasonR@jjhenderson.com>
Cc: Santos, Jorge <JorgeS@jjhenderson.com>
Subject: RE: Bartlett RFI 048 Class 52 ductile iron pipe

[EXTERNAL EMAIL]: Verify sender before opening links or attachments.

The total credit would be \$1,463.00. This includes the 5% we have to give back on the actual cost of the credit per Article 11 of the GC's.

Sam Henderson
Project Manager
Joseph J. Henderson & Son, Inc.
(847) 276-1409 Cell
(847) 244-3222 Office

From: Severson, Phil <Phil.Severson@strand.com>
Sent: Friday, July 22, 2022 9:38 AM
To: Rudolph, Jason M. <JasonR@jjhenderson.com>
Cc: Henderson, Sam <SamH@jjhenderson.com>; Santos, Jorge <JorgeS@jjhenderson.com>
Subject: RE: Bartlett RFI 048 Class 52 ductile iron pipe

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Jason and Sam,

What overall credit is proposed for this change? Can you provide a minimum credit and then follow-up with the cost proposal later?

Thanks,
Phil

From: Rudolph, Jason M. <JasonR@jjhenderson.com>
Sent: Wednesday, July 20, 2022 8:31 AM
To: Severson, Phil <Phil.Severson@strand.com>
Cc: Henderson, Sam <SamH@jjhenderson.com>; Santos, Jorge <JorgeS@jjhenderson.com>
Subject: RE: Bartlett RFI 048 Class 52 ductile iron pipe

[EXTERNAL EMAIL]: Verify sender before opening links or attachments.

Phil,

See below for price differences, provided by Core and Main, between Class 53 and Class 52 pipe as requested.

Difference in cost for 8" Tyton Joint Pipe Per Foot - **-\$2.41**

Difference in cost for 6" Tyton Joint Pipe Per Foot - **-\$1.24**

Difference in cost for 4" Tyton Joint Pipe Per Foot - **+\$0.36**

Thanks.

Jason Rudolph
Senior Project Manager
Joseph J. Henderson & Son, Inc.
847-812-1072

Sent from [Mail](#) for Windows

From: [Rudolph, Jason M.](#)
Sent: Tuesday, July 19, 2022 2:38 PM
To: [Severson, Phil](#)
Cc: [Henderson, Sam](#); [Santos, Jorge](#)
Subject: RE: Bartlett RFI 048 Class 52 ductile iron pipe

We don't have the numbers yet. Core and Main is working on it.

There may be a slight credit.

Can we get permission to use the pipe on the remaining drain work at Structure 50? This would be 2 sticks of pipe so we can finish the drain.

Thanks.

Jason Rudolph
Senior Project Manager
Joseph J. Henderson & Son, Inc.
847-812-1072

Sent from [Mail](#) for Windows

From: [Severson, Phil](#)
Sent: Tuesday, July 19, 2022 2:37 PM
To: [Rudolph, Jason M.](#)
Cc: [Henderson, Sam](#); [Santos, Jorge](#)
Subject: Bartlett RFI 048 Class 52 ductile iron pipe

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Jason,

Following up on the discussion last week. Any updates on the cost difference and proposed credit regarding RFI 048?

Thanks,
Phil



Phil Severson, P.E.
Strand Associates, Inc.®
608.251.4843 ext. 1248
phil.severson@strand.com | www.strand.com
P.E. (TX, WI)

Excellence in EngineeringSM



JOSEPH J. HENDERSON & SON, INC.
General Contractor ~ Design Builder
Established 1928

4288 Old Grand Avenue
Gurnee, IL 60031
PH: (847)244-3222

Request For Information

TO: Strand Associates, Inc.	RFI #: 048
CC:	Date: 7/13/2022
Subject: Buried Ductile Iron Drain Pipe Material	Spec Section: 33 30 10
Drawing: 44, 46, 47	
This is a request for clarification/interpretation on the following: Reference attachment.	
Prepared By: Sam Henderson	Date Response Needed: 7/15/2022
Response: <div style="border: 1px solid red; padding: 5px; display: inline-block; color: red;">See the following page.</div>	
Response Prepared By:	
Response Returned to Contractor On:	
CC:	



Request for Information

Contract No.:	<u>1-2021</u>	RFI No.:	048 046
Project Name:	<u>Bittersweet Water Reclamation Facility Improvements</u>	Date Received:	<u>7/13/2022</u>
Owner:	<u>Village of Bartlett, IL</u>	Date Required:	<u>7/15/2022</u>
Contractor:	<u>Joseph J. Henderson & Son, Inc.</u>	Date Responded:	<u>7/25/2022</u>
Specification Section:	<u>33 30 10</u>	Page No.:	<u>44, 46, 47</u>
Drawing Sheet No.:	<u>05-M1.02, 05-M1.04, 05-M1.05</u>	Detail:	<u>N/A</u>

REQUEST:

Specification Section 33 30 10, Part 2.03.A calls for 4", 6", & 8" Ductile Iron piping to be Class 53.

We were notified by our pipe supplier that Class 53 pipe is not available and will not be for the foreseeable future, however Class 52 is.

We request approval to furnish and install Class 52 Ductile Iron Piping for the 4", 6", & 8" Drain lines. Reference the attached drawing for locations.

PROPOSED SOLUTION (If applicable):

By: JJ Henderson & Son, Inc.

Signature: *Sam Henderson*

Date: 7/13/2022

RESPONSE:

Contractor provided a proposed credit of \$1,463.00 for this change. The 4", 6", and 8" drain piping is acceptable to Owner to be Class 52 piping for the proposed credit. The Class 52 4", 6", and 8" ductile iron drain piping shall be as specified in Section 33 30 10 - Buried Piping and Appurtenances.

Provide a cost proposal for this change to be included in the pending change order.



Request for Information

By: <u>Phil Severson</u>	Signature: <u>Phil Severson</u>	Date: <u>7 / 25 / 2022</u>
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Cost Proposal Request
Bittersweet Water Reclamation Facility Improvements
Village of Bartlett
Contract 1-2021
August 10, 2022

COST PROPOSAL NO.: 011

TO: Joseph J. Henderson & Son, Inc.
ISSUED BY: Troy W. Stinson

DISTRIBUTION

Jason Rudolph
Dan Dinges
Phil Severson
Joseph J. Henderson & Son, Inc.
Village of Bartlett
Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTIVE TO PROCEED WITH THE WORK DESCRIBED HEREIN.

DESCRIPTIONS AFFECTING THE SPECIFICATIONS

- 011-01 Replace Section 26 32 13-Standby Power System (paralleling controls and modifications to existing generators) with the attached Section 26 32 13-Standby Power System CPR No. 11 (new generator). Generator shall be as manufactured by Caterpillar. Contact Joe Gregorovich of Altorfer Power Systems, (630) 450-7958, and reference the cost proposal included as an appendix with this CPR. CONTRACTOR and generator manufacturer and/or supplier may renegotiate any elements of the proposal including, but not limited to, scope of supply, price and delivery, as mutually agreed, while still meeting all Contract requirements. Note that the proposal is provided for CONTRACTOR's convenience in negotiation of a final agreement with the generator manufacturer and/or supplier and shall not supersede any Contract requirements
- 011-02 Provide a credit for the deletion of all work associated with paralleling controls and modifications to existing generators.
- 011-03 Provide a credit for the deletion of PLC inputs and all associated conduit and wiring for signals associated with the 500kW Standby Generator listed in Section 26 09 90-SCADA System I/O Listing under SCC-95. The PLC inputs and associated conduit and wiring listed under "600kW Standby Generator" shall be used for statuses/alarms from the new generator.
- 011-04 Provide a credit for construction sequencing associated with installation of a new generator as opposed to reusing the existing generators. Installation of the new generator may begin at any time. The new generator, if it can be obtained and installed in time for the various outages, may be used as a temporary power source for electrical outages described in the electrical construction sequence in Section 01 11 00-Summary of Work. CONTRACTOR will be responsible for all generator system operation, including but not limited to, fuel costs and alarm monitoring during any planned power outages.



DESCRIPTIONS AFFECTING THE DRAWINGS

Drawing 05-E1.01

- 011-05 Provide all work associated with the generator installation as shown on the attached updated electrical site plan and enlarged plan (05-E4.01, new plan sheet).

Drawing 95-D1.01

Please submit individual itemized quotations for each of the items below.

- 011-06 Remove both existing generators. It is anticipated that the existing double door on the south wall of the Generator Room is sufficient to remove generators without additional openings. Contractor shall field verify. Contractor is responsible for dismantling generators as required for removal. Disconnect and plug NPW piping, exhaust piping, and all other ancillary connections to the existing generators.
- 011-07 Remove all existing generator exhaust piping and appurtenances. Provide a galvanized steel cap on the existing generator exhaust piping.
- 011-08 Provide a potential credit for CONTRACTOR salvage of both existing generators. If this potential credit is not accepted, the existing generators shall be removed and remain property of Owner. Contractor shall move generators to Owner-directed location on the WWTP site.
- 011-09 Provide a separate cost for the following demolition. Remove concrete equipment bases and patch floor to match existing under both existing generators. Remove day tanks, cooling unit, interior fuel piping, and appurtenances. Remove generator cooling NPW piping and appurtenances to isolation valve in basement and cap piping.

Drawing 99-E6.01

- 011-10 Provide conduit and wiring from the new generator to SWBD-95 as shown on the attached updated one-line diagram. Provide circuit breaker in MCC-95, transformer, circuit breaker disconnect, and associated conduit and wiring as shown on the attached updated one-line diagram. Transformer shall be wall-mounted on the north wall of the Blower Room in Structure 95. Provide a credit for all conduit and wiring from the existing generators to SWBD-95.

SECTION 26 32 13

STANDBY POWER SYSTEM

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: Steel base assembly, diesel engine, generator, engine-generator set controls, environmental systems.
- B. Related Sections and Divisions:
 - 1. Applicable provisions of Division 01 shall govern work in this section.
 - 2. The following listing of related sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. Other sections of the specifications not referenced below shall also apply to the extent required for proper performance of this work. All other sections of Division 26.

1.02 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00-Submittals.
- B. Shop drawings shall include the following:
 - 1. Detailed descriptions of equipment to be furnished, including all deviations from these specifications.
 - 2. Detailed layouts of all equipment and ancillary items.
 - 3. The manufacturer shall furnish schematic and wiring diagrams for the generator and an interconnection wiring diagram for the entire standby system. Test reports certified by the manufacturer shall be provided to ENGINEER for the entire system.
- C. Include all fees and coordination to obtain the aboveground storage tank permit for the subbase fuel tank as required in Paragraph 3.01.G.

1.03 QUALITY ASSURANCE

- A. The generator shall be listed by Underwriters Laboratories, Inc., UL2200, and be certified by the Canadian Standards Association.

1.04 OPERATING CONDITIONS

- A. Engine-generator set shall be capable of continuous standby rating at 1,800 rpm, 0.8 PF, three-phase, 3-wire, 480 volts, at 60 hertz, and shall have a minimum capability of 900 kW, 1125 kVA prime and 1000 kW, 1250 kVA standby.
- B. The generator set manufacturer shall verify the engine is capable of driving the generator with all accessories in place and operating, at the generator set kW rating after derating for the range of temperature expected in service, and the altitude of the installation. Site conditions are 100°F maximum ambient and 900 feet altitude.

- C. Voltage regulation shall be $\pm 0.5\%$ of rated voltage for any constant load between no load and rated load.
- D. Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load to full load shall not exceed $\pm 0.25\%$.
- E. Random Voltage Variation: The cyclic variations in RMS voltage shall not exceed $\pm 0.5\%$ of rated voltage for constant loads from no load to rated load, with constant ambient and operating temperature.
- F. Total Harmonic Distortion: The sum of AC voltage wave-form harmonics shall meet NEMA MG1 and shall not exceed 5% of rated voltage (L-N, L-L, L-L-L), and no single harmonic shall exceed 3% of rated voltage.
- G. Telephone Influence Factor: TIF shall be less than 50 per NEMA MG1-22.43.
- H. The engine-generator set shall accept a single step load of 100% nameplate kW and power factor, less applicable derating factors, with the engine-generator set at operating temperature.
- I. Motor starting capability shall be a minimum of 5521 kVA. The generator set shall be capable of recovering to a minimum of 90% of rated no load voltage following the application of the specified kVA load at near zero power factor applied to the generator set. Maximum voltage dip on application of this load, considering both alternator performance and engine speed changes shall not exceed 25%.

1.05 WARRANTY

- A. Standard One-Year Warranty: Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of one year from the earlier of either the date established for partial utilization in accordance with GC15.03 and 15.04, as modified in the Supplementary Conditions, or Substantial Completion of the project.

PART 2-PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. The AC engine-generator set shall be as manufactured by Cummins Power Generation Model DQFAD, Kohler, or Caterpillar.
- B. The drawings and specifications were prepared based on Cummins Power Generation. CONTRACTOR shall include in the Bid and shall be responsible for the cost of any changes to accommodate other equipment including, but not limited to, structural, mechanical, and electrical work. CONTRACTOR shall also pay additional costs necessary for revisions of drawings and/or specifications by ENGINEER.

2.02 STEEL BASE ASSEMBLY

- A. The engine-generator set shall be mounted on a heavy-duty steel base to maintain alignment between components. The base shall incorporate a battery tray with hold-down clamps within the rails.
- B. The steel base assembly shall be provided with an integral fuel tank with a minimum usable fuel capacity of 2,000 gallons as required to provide a minimum continuous runtime of 24 hours at full load without re-fueling. A fuel gauge shall be mounted within the tank. The fuel tank shall be furnished with a rust preventative coating. The fuel tank shall be pressure tested for a minimum of 2 hours to provide its integrity. The fuel tank shall be UL-142 listed and labeled, and include secondary containment. Fuel tank shall be Illinois-labeled and manufactured in accordance with the 2018 International Building Code. CONTRACTOR shall obtain tank installation plan review and written approval from the Office of the Illinois Fire Marshall or authorized agent per the Office of the Illinois Fire Marshall prior to tank installation. All costs associated with plan approval shall be included in the bid.
- C. Provide a low-level alarm activated at 30% for fuel tank with spare contacts for future remote indication.
- D. Provide a float switch in the rupture basin for remote indication of fuel tank leak.

2.03 ACCESS STAIRS AND PLATFORMS

- A. Provide stairway-type access platforms on both sides of the generator as shown on the Drawings. Stairs and platforms shall be designed to support a uniform 100 PSF live load, and shall conform to the requirements of OSHA performance standards for public and industrial applications and the 2018 International Building Code. Platform heights shall be flush with bottom of entrance door frames, be 48 inches wide, and length as required to extend continuously along the side of the generator and for all entrance doors to use the same platform and stairway. Stairway and platform structure shall be aluminum construction with aluminum handrail extended above the platform to meet the requirements of OSHA performance standards for public and industrial applications and the 2018 International Building Code. Stairway and platform walking surfaces shall be molded, fire-resistant, grit-injected, yellow fiberglass grating in a square-mesh pattern. Fiberglass grating shall be as manufactured by McNICHOLS, or equal. Bolt fiberglass grating section together with stainless-steel hardware as required. Generator enclosure shall include corrosion-resistant, stainless-steel hardware as required to rigidly attached stairway and platform structure to generator enclosure.

2.04 ENGINE

- A. The engine shall be stationary, liquid-cooled, diesel for use with No. 2 diesel fuel. The design shall be 4-cycle, 12-cylinder, minimum displacement of 1,860 cubic inches, as required by engine manufacturer. Engine shall be certified as capable of driving the generator of the rating indicated above on a continuous standby basis for the duration of normal source interruptions.
- B. Engine accessories shall include the following:
 - 1. A 35-volt DC electric starter as required by the engine manufacturer.
 - 2. Replaceable dry element air cleaner with restriction indicator.

3. Positive displacement, mechanical, full-pressure lubrication oil pump, full-flow lubrication oil filters with replaceable elements, pressure relief valve, dipstick oil level indicator, and oil drain valve with hose extension. Provide all lubricants for proper operation of the unit.
4. An electronic governor system shall provide automatic isochronous frequency regulation. The governing system dynamic capabilities shall be controlled as a function of engine coolant temperature to provide fast, stable operation at varying engine operating temperature conditions. The control system shall actively control the fuel rate and excitation as appropriate to the state of the generator set. Fuel rate shall be regulated as a function of starting, accelerating to start disconnect speed, and accelerating to rated speed.
5. Engine protective devices to indicate alarm and engine shutdown for the following:
 - a. Low coolant temperature alarm.
 - b. Low coolant level alarm and shutdown.
 - c. Low lubrication oil pressure alarm and shutdown.
 - d. High coolant temperature alarm and shutdown.
 - e. Over-speed shutdown.
 - f. Over-crank shutdown.
6. Battery charging alternator, 40-amp minimum, with solid-state voltage regulator.
7. Engine shall be radiator-cooled by engine-mounted radiator system including belt-driven pusher fan, coolant pump, and thermostat temperature control. Rotating parts shall be guarded against accidental contact. The cooling system shall be rated for full-rated load operation in a 104°F ambient condition. Provide radiator drain extension to the side of the generator. Extension shall include shutoff valve.
8. The equipment supplier shall provide 50% ethylene glycol antifreeze solution to fill engine cooling system.
9. Engine-mounted thermostatically controlled coolant heaters (quantity of two) to aid in quick starting. The coolant heaters shall be sized as recommended by the engine manufacturer to warm the engine to a minimum of 104°F in a 40°F ambient, in compliance with NFPA 110 requirements. Heaters shall be rated single-phase, 208 volts, approximately 3,750 watts each, and be disconnected whenever the engine starts. Heaters shall be UL 499 listed and labeled. The coolant heater(s) shall include provisions to isolate the heater for replacement of the heater element without draining the coolant from the generator set. CONTRACTOR shall provide proper circuit from normal utility power source.
10. Vibration isolators, spring/pad type, quantity as recommended by the generator set manufacturer.
11. An engine-driven, mechanical, positive displacement fuel pump and fuel filter with replaceable spin-on canister element.
12. Flexible supply and return fuel lines.
13. The engine shall be provided with all fuel system piping required for automatic operation of the system. All piping shall be black iron and be sized to provide proper fuel flow for the engine.
14. Provide a 150-watt, 120 VAC engine oil heater for generators located outdoors.

2.05 ENGINE EXHAUST SYSTEM

- A. Exhaust muffler shall be provided for the engine of size as recommended by manufacturer. Muffler shall be of the critical grade-type. Exhaust inlet location shall be selected by CONTRACTOR. Coordinate with Division 23 based on actual installation and project conditions.

- B. Stainless steel flexible exhaust connections shall be provided as required for connection between engine exhaust manifold and exhaust line in compliance with applicable codes and regulations.
- C. Provide an exhaust condensation trap with manual drain valve to trap and drain off exhaust condensation to prevent condensation from entering the engine.
- D. Provide a suitable rain cap at the stack outlet. Provide all necessary flanges and special fittings for proper installation.

2.06 STARTING AND CONTROL BATTERIES

- A. A UL-listed/CSA-certified 10-ampere voltage regulated battery charger shall be provided for the engine-generator set.
- B. Charger shall be UL 1236-BBHH listed and CSA or CUL certified for use in emergency applications.
- C. The charger shall be compliant with UL 991 requirements for vibration resistance.
- D. The charger shall be capable of charging a fully discharged battery without damage to the charger. It shall be capable of returning a fully discharged battery to fully charged condition within 24 hours. The charger shall be UL labeled with the maximum battery amp-hour rating that can be recharged within 24 hours. The label shall indicate that the charger is suitable for charging of 200 AH batteries in accordance with NFPA requirements.
- E. The charger shall incorporate a 4-rate charging algorithm, to provide trickle charge rate to restore fully discharged batteries, a bulk charge rate to provide fastest possible recharge after normal discharge, an absorption state to return the battery to 100% of charge, and a float stage to maintain a fully charged battery and supply battery loads when the generator set is not operating. In addition, the charger shall include an equalization timer. Charge rates shall be temperature compensated based on the temperature directly sensed at the battery.
- F. The DC output voltage regulation shall be within $\pm 1\%$. The DC output ripple current shall not exceed 1 amp at rated output current level.
- G. The charger shall include the following features:
 - 1. Two-line alphanumeric display with programming keys to allow display of DC output ammeter and voltmeters (5% accuracy or better), display alarm messages, and perform programming.
 - 2. LED indicating lamps to indicate normal charging (green), equalize charge state (amber), and fault condition (red).
 - 3. AC input overcurrent, over voltage, and under voltage protection.
 - 4. DC output overcurrent protection.
 - 5. Alarm output relay.
 - 6. Corrosive-resistant aluminum enclosure.
- H. A calcium/lead antimony storage battery set of the heavy-duty starting-type shall be provided. Battery voltage shall be compatible with starting system. The battery set shall be rated no less than 1600 CCA and shall be capable of a minimum of three 15-second cranking cycles. A battery rack constructed in conformance with NEC requirements and necessary cables and clamps shall be provided.

2.07 GENERATOR

- A. The generator shall be a single prelubricated bearing, self-aligning, 4-pole, two-thirds pitch, brushless, synchronous-type, revolving field with amortisseur windings, and with direct driven centrifugal blower fan for proper cooling and minimum noise. No brushes will be allowed. Generator shall be directly connected to engine fly wheel housing and driven through a flexible coupling to provide permanent alignment. Generator design shall prevent potentially damaging shaft currents.
- B. Insulation shall meet NEMA standards for Class H and shall be UL 1446 listed. The maximum temperature rise shall not exceed 125°C at 40°C ambient.
- C. The generator shall be three-phase, broad-range, reconnectable and shall have 12 leads brought out to allow connection by user to obtain any of the available voltages for the unit.
- D. The generator set shall be capable of delivering rated output (kVA) at rated frequency and power factor, at any voltage not more than 5% above or below rated voltage.
- E. A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance. The PMG and controls shall be capable of sustaining and regulating current supplied to a single-phase or three-phase fault at approximately 300% of rated current for not more than 10 seconds.
- F. The subtransient reactance of the alternator shall not exceed 15%, based on the standby rating of the generator set.
- G. Provide a 2000 amp mainline circuit breaker with the engine-generator set. Circuit breaker shall meet the requirements specified in Section 26 28 00–Overcurrent Protective Devices.

2.08 ENGINE-GENERATOR SET CONTROL

- A. The generator set shall be provided with a microprocessor-based control system that is designed to provide automatic starting, monitoring, and control functions for the generator set. The control system shall also be designed to allow local monitoring and control of the generator set, and remote monitoring and control as described in this specification.
- B. The generator set mounted controls shall include the following features and functions:
 - 1. Control Switches:
 - a. Mode Select Switch: The mode select switch shall initiate the following control modes. When in the RUN or MANUAL position the generator set shall start, and accelerate to rated speed and voltage. In the OFF position the generator set shall immediately stop, bypassing all time delays. In the AUTO position the generator set shall be ready to accept a signal from a remote device to start and accelerate to rated speed and voltage.
 - b. EMERGENCY STOP switch: Switch shall be Red “mushroom-head” pushbutton. Depressing the emergency stop switch shall cause the generator set to immediately shut down and be locked out from automatic restarting.
 - c. RESET switch: The RESET switch shall be used to clear a fault and allow restarting the generator set after it has shut down for any fault condition.
 - d. PANEL LAMP switch: Depressing the panel lamp switch shall cause the entire panel to be lighted with DC control power. The panel lamps shall automatically be switched

off 10 minutes after the switch is depressed, or after the switch is depressed a second time.

- C. Generator Set AC Output Metering: The generator set shall be provided with a metering set including the following features and functions:
1. Digital metering set, 1% accuracy, to indicate generator RMS voltage and current (all three phases), frequency, output current, output kW, kWh, and power factor. Generator output voltage shall be available in line-to-line and line-to-neutral voltages, and shall display all three-phase voltages (line to neutral or line to line) simultaneously.
 2. The control system shall log total number of operating hours and total kWh, as well as total values since reset.
- D. Generator Set Alarm and Status Display:
1. The generator set control shall include LED alarm and status indication lamps. The lamps shall be high-intensity LED type. The lamp condition shall be clearly apparent under bright room lighting conditions. Functions indicated by the lamps shall include:
 - a. The control shall include green lamps to indicate that the generator set is running at rated frequency and voltage, and that a remote start signal has been received at the generator set. The running signal shall be based on actual sensed voltage and frequency on the output terminals of the generator set.
 - b. The control shall include a flashing red lamp to indicate that the control is not in automatic state and red common shutdown lamp.
 - c. The control shall include an amber common warning indication lamp.
 2. The generator set control shall indicate the existence of the warning and shutdown conditions on the control panel. Conditions required to be annunciated shall include:
 - a. Low oil pressure (warning).
 - b. Low oil pressure (shutdown).
 - c. Oil pressure sensor failure (warning).
 - d. Low coolant temperature (warning).
 - e. High coolant temperature (warning).
 - f. High coolant temperature (shutdown).
 - g. High oil temperature (warning).
 - h. Engine temperature sensor failure (warning).
 - i. Low coolant level (warning).
 - j. Fail to crank (shutdown).
 - k. Fail to start/overcrank (shutdown).
 - l. Overspeed (shutdown).
 - m. Low DC voltage (warning).
 - n. High DC voltage (warning).
 - o. Weak battery (warning).
 - p. Low fuel tank (warning).
 - q. High AC voltage (shutdown).
 - r. Low AC voltage (shutdown).
 - s. Under frequency (shutdown).
 - t. Overcurrent (warning).
 - u. Overcurrent (shutdown).
 - v. Short circuit (shutdown).
 - w. Overload (warning).
 - x. Emergency stop (shutdown).
 - y. (4) configurable conditions.
 3. Provisions shall be made for indication of four customer-specified alarm or shutdown conditions. All contacts shall be rated for 5 amps at 120 VAC. Relays shall be provided

when necessary. Labeling of the customer-specified alarm or shutdown conditions shall be of the same type and quality as the above-specified conditions. The nonautomatic indicating lamp shall be red and shall flash to indicate that the generator set is not able to automatically respond to a command to start from a remote location.

- E. Engine Status Monitoring:
1. The following information shall be available from a digital status panel on the generator set control:
 - a. Engine oil pressure (psi or kPA).
 - b. Engine coolant temperature (degrees F or C).
 - c. Engine oil temperature (degrees F or C).
 - d. Engine speed (rpm).
 - e. Number of hours of operation (hours).
 - f. Number of start attempts.
 - g. Battery voltage (DC volts).
 2. The control system shall also incorporate a data logging and display provision to allow logging of the last 10 warning or shutdown indications on the generator set.
- F. Engine Control Functions:
1. The control system provided shall include a cycle cranking system which allows for user selected crank time, rest time, and number of cycles. Initial settings shall be for three cranking periods of 15 seconds each, with 15-second rest period between cranking periods and a 75-second overcrank lockout per NFPA 110.
 2. Manual Run/Stop Control Switch: When the mode control switch is in the MANUAL position and the MANUAL RUN/STOP switch is pressed, the Generator set shall start, bypassing time delay start. If the generator set is running in the MANUAL mode, pressing the RUN/STOP switch shall cause the generator set to shut down after a cool-down at idle period.
 3. The control system shall include an engine governor control which functions to provide steady state frequency regulation, as noted elsewhere in this specification. The governor control shall include adjustments for gain, damping, and a ramping function to control engine speed and limit exhaust smoke while the unit is starting.
 4. The control system shall include sensor failure monitoring logic for speed sensing, oil pressure, and engine temperature which is capable of discriminating between failed sensor or wiring components, and an actual failure conditions.
- G. Alternator Control Functions:
1. The generator set shall include a full wave rectified automatic digital voltage regulation system that is matched and prototype tested by the engine manufacturer with the governing system provided. It shall be immune from misoperation due to load-induced voltage waveform distortion and provide a pulse width modulated output to the alternator exciter. The voltage regulation system shall be equipped with three-phase RMS sensing and shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. The system shall include a torque-matching characteristic, which shall reduce output voltage in proportion to frequency below an adjustable frequency threshold. Torque matching characteristic shall be adjustable for roll-off frequency and rate and be capable of being curve-matched to the engine torque curve with adjustments in the field. The voltage regulator shall include adjustments for gain, damping, and frequency roll-off. Adjustments shall be broad range, and made via digital raise-lower switches, with an alphanumeric LED readout to indicate setting level. Rotary potentiometers for system adjustments are not acceptable.

2. A microprocessor-based protection device shall be provided to individually monitor all phases of the output current of the generator set and initiate an alarm (overcurrent warning) when load current exceeds 110% (adjustable) of the rated current of the generator set on any phase for more than 60 seconds (adjustable). The device shall shut down and lockout the generator set when output current level approaches the thermal damage point of the alternator (overcurrent shutdown). The protective functions provided shall be in compliance with the requirements of NFPA70 article 445.
 3. A microprocessor-based protection device shall be provided to monitor all phases of the output current for short-circuit conditions. The control/protection system shall monitor the current level and voltage. The controls shall shut down and lockout the generator set when output current level approaches the thermal damage point of the alternator (short-circuit shutdown). The protective functions provided shall be in compliance with the requirements of NFPA70 article 445.
 4. Controls shall be provided to monitor the kW load on the generator set and initiate an alarm condition (overload) when total load on the generator set exceeds the generator set rating for in excess of 5 seconds (adjustable). Controls shall include a load shed control to operate a set of dry contacts (for use in shedding customer load devices) when the generator set is overloaded.
 5. A microprocessor-based AC over and undervoltage monitoring system that responds only to true RMS voltage conditions shall be provided. The system shall initiate shutdown of the generator set when alternator output voltage exceeds 110% (adjustable) of the operator-set voltage level for more than 10 seconds (adjustable), or with no intentional delay when voltage exceeds 130% (adjustable). Undervoltage shutdown shall occur when the output voltage of the alternator is less than 85% (adjustable) for more than 10 seconds (adjustable). The system shall monitor individual phases and be connected line to neutral on three-phase 4-wire generator sets and for systems that are solidly grounded.
 6. The generator set control shall include a 120 VAC control heater.
- H. A common fail contact for remote indication at the SCADA system shall be provided. An auxiliary generator running contact shall also be provided for remote indication at the SCADA System. All contacts shall be rated for 5 amps at 120 VAC.

2.09 WEATHER-PROTECTIVE GENERATOR ENCLOSURE

- A. Generator set weather-protective housing shall be provided factory-assembled to generator set base and radiator cowling. Housing shall provide ample airflow for generator set operation at rated load in the ambient conditions previously specified. All sheet metal shall be primed for corrosion protection and finish painted with the manufacturer's standard color using a two-step electrocoating paint process, or equal, meeting the performance requirements specified below. All surfaces of all metal parts shall be primed and painted. The painting process shall result in a coating that meets the following requirements:
1. Primer thickness 0.5 to 2.0 mils. Top coat thickness 0.8 to 1.2 mils.
 2. Gloss according to ASTM D523, 80% ±5%. Gloss retention after 1 year shall exceed 50%.
 3. Crosshatch adhesion according to ASTM D3359, 4B-5B.
 4. Impact resistance according to ASTM D2794, 120-inch pounds to 160-inch pounds.
 5. Salt spray according to ASTM B117, 1000+ hours.
 6. Humidity according to ASTM D2247, 1000+ hours.
 7. Water soak according to ASTM D2247, 1000+ hours.

- B. Painting of hoses, clamps, wiring harnesses, and other nonmetallic service parts shall not be acceptable. Fasteners used shall be corrosion-resistant and designed to minimize marring of the painted surface when removed for normal installation of service work.
- C. The enclosure shall include hinged doors for access to both sides of the engine and alternator and the control equipment. Key locking and padlockable door latches shall be provided for all doors. All hardware and door hinges shall be stainless steel. All doors shall be provided with door stops to hold them in the open position.
- D. The enclosure shall include flexible coolant and lubricating oil drain lines that extend to the exterior of the enclosure, with internal drain valves and external radiator fill provision.
- E. The enclosure shall be provided with an exhaust silencer which is mounted inside of the enclosure. Silencer exhaust shall include a raincap and rainshield.
- F. The generator set shall be provided with a sound-attenuated housing which allows the generator set to operate at full rated load in an ambient temperature of up to 100°F. The enclosure shall reduce the sound level of the generator set while operating at full-rated load to a maximum of 76 dBA at any location, 7 meters from the generator set in a free-field environment.
- G. The enclosure shall be insulated with nonhydroscopic materials.

2.10 GENERATOR EMERGENCY SHUTDOWN PUSHBUTTON CONTROL STATION

- A. Furnish a red mushroom head, maintained-type pushbutton control station for manual initiation of a generator emergency shutdown. When the emergency stop pushbutton is pressed, the generator shall shut down and remain shut down until the emergency stop pushbutton is manually reset and the generator is called to run.
- B. The control station shall be labeled "Generator Emergency Shutdown."
- C. The control station shall be provided with a NEMA 4X, stainless steel enclosure and two sets of N.O. and N.C. contacts to monitor signal at the generator.

PART 3-EXECUTION

3.01 INSTALLATION

- A. The standby power system shall be installed as shown on the drawings and in accordance with the manufacturer's recommendations and all applicable codes.
- B. Installation of equipment shall include providing all interconnecting wiring between all major equipment provided for the on-site power system. CONTRACTOR shall also perform interconnecting wiring between equipment sections (when required), under the supervision of the equipment supplier.
- C. Equipment shall be installed on concrete housekeeping pads. Equipment shall be permanently fastened to the pad in accordance with manufacturer's instructions and seismic requirements of the site. All connections (e.g., fuel, water, electrical) to generator shall be made with flexible material/fitting to accommodate unit vibration.

- D. Equipment shall be initially started and operated by representatives of the manufacturer.
- E. All equipment shall be physically inspected for damage. Scratches and other installation damage shall be repaired prior to final system testing. Equipment shall be thoroughly cleaned to remove all dirt and construction debris prior to initial operation and final testing of the system.
- F. Generator fuel storage tank and system shall be installed by a certified installer in accordance with the 2018 International Building Code and the Office of Illinois State Fire Marshall requirements.
- G. Submit all required documents to the Office of the Illinois State Fire Marshall to obtain aboveground storage tank permit for the subbase fuel tank. Permit shall also be submitted to ENGINEER and OWNER. Coordinate with the Office of the Illinois State Fire Marshall to conduct any required inspections following installation of the subbase tank.
- H. CONTRACTOR shall perform an on-site vacuum test of the subbase fuel tank and submit results to ENGINEER, OWNER, and the State Fire Marshall.

3.02 FIELD START-UP AND COMMISSIONING

- A. Provide the services of a qualified factory-trained manufacturer's representative to assist CONTRACTOR in installation and start-up of the equipment specified in this section. The manufacturer's representative shall provide technical direction and assistance to CONTRACTOR in general operation of the equipment, connections and adjustments, and testing of the assembly and components contained therein.
- B. The manufacturer's representative shall provide inspection of the final installation. The manufacturer's representative shall perform site start-up and functional testing of the system. Upon completion of the manufacturer's start-up and testing, the manufacturer shall generate a site start-up and test report, documenting all systems checked, as well as any incomplete work remaining and operational deficiencies.
- C. CONTRACTOR shall provide a training session for up to three OWNER's representatives for one normal work day (not including start-up) at a job-site location determined by OWNER. The training session shall be conducted by a manufacturer's qualified representative. The training program shall consist of instruction on operation and testing of the assembly and major components within the assembly.
- D. CONTRACTOR shall provide three copies of the manufacturer's site start-up and test report to ENGINEER for review. Once ENGINEER has reviewed the report and all equipment is operating in accordance with the specifications, ENGINEER will make one site visit to check operation of the system. If the system is not ready or does not operate as specified, OWNER shall deduct payment to CONTRACTOR and make payment to ENGINEER for additional travel, expenses, and site visits until the equipment operates as specified. CONTRACTOR shall be responsible for all fuel, and electrical costs required to check operation of the system.

3.03 TESTING

- A. In addition to the standard factory tests, there shall be a 4-hour continuous load bank test at the jobsite before connection to load transfer switch, with loads from 10% to 100% of rated capacity to check voltage, frequency, fuel, air cooling, and ventilating systems so that they can be determined adequate for the application. This test shall be accomplished with a portable three-phase resistive load bank. All emergency warning and detection equipment shall be demonstrated to be operable by simulating failures. A signed test report shall be submitted to OWNER and ENGINEER with deficiencies noted, if any. After this test, the generator shall be connected to the plant and the operation and maintenance of the unit comprehensively demonstrated to OWNER. Correct phasing between the engine-generator and station shall be verified so that it will handle load. A minimum of two power failures shall be simulated.
- B. In addition to the load bank test above, after the unit is connected to the system, three simulated outages and a 4-hour run period on the actual facility shall also be provided.
- C. CONTRACTOR shall be responsible for all fuel costs for these tests.

END OF SECTION

Caterpillar Electric Power Generator Set Quotation

July 14, 2022

Ref #: 31089330

Submitted to: Mary Seehafer @ Strand Associates

Project Name: Bartlett WWTP

Caterpillar C32.- 1000kW Outdoor Diesel Standby Generator

We submit to you Altorfer Power System's quotation for the Caterpillar engine driven generator sets. This offer is to sell new Caterpillar generator sets as rated below at 0.8 Power Factor suitable for standby use. This system includes the standard accessories provided by Caterpillar with optional peripheral equipment and services as identified in this proposal through our interpretation of the project requirements.

Top-level equipment and services offerings provided under this proposal:

- ✓ One (1) Caterpillar 1000kW Diesel Fueled, 277/480V, 3-phase Standby Rated Generator
- ✓ One (1) Caterpillar Sound Attenuated Enclosure (75dBA @ 23ft)
- ✓ One (1) Caterpillar Factory 2100 Gallon Tank
- ✓ Caterpillar Five (5) Year Warranty
- ✓ Start-up and On-Site Resistive Load Bank Testing Services

Additionally, we have detailed the equipment configuration and services relative to our understanding of these requirements in the body of this document. Please check it for correctness and completeness to be certain that it meets your needs. Please contact us for any clarifications or refinements that may be necessary to meet the scope of the project, as you understand it.

At the conclusion of this quote you will find the quoted price and additional commercial related information regarding the terms of this sale. Thank you for considering Altorfer Power Systems and the opportunity to provide your equipment and service needs. We are firmly committed to providing the best possible support and service during the life cycle of this project.

Sincerely,
Jim Sylvester
Altorfer / Caterpillar

Standard Equipment Caterpillar 1000kW*Engine*

- Diesel driven engine, 1800 RPM
- Electronic isochronous governor

Generator

- 1000kW generator, standby rated, engine mounted and tested, Class H Insulation, .8 power factor, 3 phase, 4 wire, 105C temperature rise, 71.9 gal/hour fuel rate
- Caterpillar Digital Controller
- Permanent Magnet Excitation
- Power center

*Digital Control Panel***Instrumentation**

- LCD display with adjustable contrast and backlight with auto power off
- AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAr (total & per phase); Power Factor (overall & per phase); kW hours; kVAr hours
- DC metering: Battery Volts; Engine hours run; Engine Jacket Water Temperature (in °C or °F); Lube oil pressure (in psi, kPa or bar); Engine speed (rpm); Crank attempt counter; Start counter

Protection

- Fail to start shutdown
- Low oil pressure shutdown
- High engine temperature
- Approaching high coolant temperature alarm
- Approaching low oil pressure alarm
- Not in auto mode alarm
- Underspeed/Overspeed
- Loss of engine speed detection
- Low/High battery voltage
- Battery charger failure (if fitted)
- Under volts, over volts
- Under frequency, over frequency
- Overcurrent

Controls

- Run key and LED indicator
- Auto key and LED indicator
- Stop key and LED indicator
- Lamp test key
- Alarm acknowledge key
- Menu navigation keys
- Engine and AC metering shortcut keys

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- All control module keys have tactile feedback
- Lock down emergency stop push button.
- Service interval counter.

Caterpillar Sound Attenuated Enclosure (75dBA @ 23ft)

- Internally mounted critical grade silencer
- Robust/highly corrosion resistant construction
- Steel Construction
- Lockable, gasketed doors provide secure access to maintenance items (battery, fuel fill, oil, and coolant)
- Lube oil and coolant drains piped to exterior of enclosure and terminated with drain valves
- Radiator guard
- Fixed Intake Louvers
- Gravity Discharge Dampers
- 100A Load Center
- GFCI Receptacles
- Stairs and platforms

Caterpillar Factory 2100 Gallon Tank

- Conduit Access Stub Up Area
- Level Indicator
- Low Fuel Level Alarm Switch
- Fuel in Rupture Basin

Cooling System

- Radiator with guard
- Coolant drain line with valve
- Coolant heater

Starting System

- Single starting motor
- 24 volt lead acid batteries
- Charging alternator
- Battery charger

General

- One (1) 2000A Circuit Breaker
- Linear Vibration Isolators
- First fill lubricating oil
- First fill antifreeze, installed
- O & M Manuals

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Additional Equipment (shipped loose)*Remote Annunciator (shipped loose) – Qty 1*

- Each Annunciator includes sixteen (16) LED's for annunciation of alarm conditions and system status.
- Includes Alarm Horn and Alarm Acknowledge pushbuttons.
- Meets NFPA 99/110 requirements for remote annunciation on Emergency Standby Generator Systems.
- Label cards are provided next to each set of LED by to indicate various alarms and events.
- Designed and Tested to meet stringent Impulse Shock and Operating Vibration requirements

Technical Field Service to Include:

Note: Field Services do not include initial fuel fill or replenishment, videotaping, sound measurements, or city permits for load testing on site.

Installation Audit:

A pre-start audit is available when time and circumstances permit, to be performed by Altorfer Power Systems Project Manager prior to dispatching our field service technician to perform the equipment startup; this will insure site work is completed. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additionally, our local project managers are available for consult during the entire life of the project.

Equipment Startup:

One (1) day of on-site start-up testing are included for only the equipment purchased through Altorfer Power Systems. Time allowed for our factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. This includes systems preparation, equipment start-up and functional operational test utilizing building load only. We will endeavor to meet the requirements of all interested parties as is reasonable, but informing & scheduling of all authorities, inspectors, etc. is the responsibility of the customer; all services included in this quotation are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additional personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

Equipment Load Bank Testing with Portable Load Bank

Allocated for this project is a four (4) hour on-site load bank test utilizing a resistive load bank at 1.0 Power Factor. Time allowed for 1 (one) factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. Altorfer Power Systems will provide a portable load bank (sized to the generator rating) and 100 feet of power cable. Cable runs greater than 100 (one hundred) feet will be billed at prevailing rates. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Addition personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

Training:**ALTORFER CAT • 25 STORES • IOWA • ILLINOIS • INDIANA • MISSOURI**

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The appropriate Altorfer personnel are available to provide a basic/up to one (1) hour training on site on the same trip during the unit has been started up. If more time is required, or additional sessions are required, arrangements can be negotiated.

Warranty:

Caterpillar Five (5) Year warranty applies unless extended service coverage is purchased. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Altorfer will administer all warranty claims during the appropriate warranty period. All other manufacturers warranty is for components only. Labor associated with these claims will be charged accordingly. Copy of warranty statements will be provided at project submittal.

Availability:

Determined after approved release. Equipment submittal time is to be negotiated.

Financial Terms:

Net cash 30 days upon receipt of invoice, with credit approval. Equipment will be invoiced at the contracted amount when ready for shipment. Retainers are not allowed unless previously negotiated and are identified in this proposal. Late charges of 1-1/2% per month will be assessed for late payments and customer will also be responsible for any collection costs and expenses, including reasonable attorney's fees. Equipment storage fees may apply when delivery is not accepted when ready for shipment. Sales tax is **NOT** included in the purchase price and will be charged at the current tax rate, if applicable.

Additional Terms and Conditions:

The scope of supply for this quotation is limited to the equipment and services listed in this proposal. The bill of material herein does not include demolition, removal, terminations, installation, labor, fuel, fuel piping, air ducting, exhaust silencer installation, exhaust piping or electrical wiring between loose items such as engine, control gear, transfer switches, day tanks, battery charger, etc. Coordination studies & relay settings & relay testing services are not included. Permitting not included. The customer is responsible for any and all installation of the above Equipment unless specifically modified by this proposal. All equipment needed to perform any loading or unloading of the Equipment supplied by Altorfer Power Systems is the responsibility of the customer unless specifically modified by this proposal. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We reserve the right to correct any errors or omissions. Customer's signature on this quotation or the issuance of a purchase order or other acknowledgement by customer for the Equipment shall constitute acceptance of this quotation subject only to the terms and conditions set forth herein notwithstanding any terms and conditions contained in any such purchase order or other acknowledgment or communication from the customer which are different from or in addition to the terms and conditions of this quotation. This quotation is subject to any applicable manufacturer's general terms and conditions of sale. Changes to the terms of this quotation may only be made by the express written agreement of Altorfer Power Systems. Altorfer Power Systems shall not be responsible for any consequential, special, indirect or liquidated damages hereunder or for any manufacturer or other delays beyond Altorfer's control. Altorfer Power Systems will not be responsible for any labor or material charges by others associated with the

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start-up and installation of this equipment unless previously agreed upon, in writing by Altorfer Power Systems. This quotation expires in 30 calendar days or sooner with notice and is subject to prior sale. The prices stated herein are subject to any manufacturer increases if the order is not released for manufacture within 90 calendar days from order date or, if drawings for approval are required, the drawings are not returned and released for manufacture within 30 calendar days of mailing date. For any completed order, scheduled for shipment, that is held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, ship to storage, invoice, and transfer title, all at the sole cost and risk of loss of the Buyer. Buyer may terminate or cancel an order by written notice and upon payment of appropriate charges based upon a percentage of the quoted sales price at the stage of completion: 10% hold for approval status and 100% after release for manufacture status.

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Exceptions & Clarifications:

- ✓ Quotation is based on generator specification 263213 only (no drawings provided at time of quote). If actual job site conditions/local codes require a change in BOM, all such changes will be quoted and billed accordingly.
- ✓ Oil heater not provided as it is not recommended by Caterpillar

Total price for these product and services:

- ✓ One (1) Caterpillar 1000kW Diesel Fueled, 277/480V, 3-phase Standby Rated Generator
- ✓ One (1) Caterpillar Sound Attenuated Enclosure (75dBA @ 23ft)
- ✓ One (1) Caterpillar Factory 2100 Gallon Tank
- ✓ Caterpillar Five (5) Year Warranty
- ✓ Start-up and On-Site Resistive Load Bank Testing Services

\$264,293.00 (Plus tax)

FOB: Jobsite Tailgate

2022 Supply Chain Volatility Note - Altorfer Power Systems continuously strives to reduce costs and optimize productivity whenever possible. Unfortunately, the current volatility of the supply chain has necessitated a price review process that will take place at the time we receive a "release for production" for this project. We will review the cost basis that was used at the time of quotation and if we find our inputs have increased, we will issue a revised proposal before accepting your "release for production".

ACCEPTANCE: _____

ALTORFER POWER SYSTEMS

Customer Signature _____

Jim Sylvester

Email: jim.sylvester@altorfer.com

Phone: 630-516-4414

Mobile: 630-360-0228

Sales Engineer, Electric Power Generation

DATE: _____

Should you have any questions or comments on this matter, please do not hesitate to contact us.

This information is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of applicable privilege and/or protection against disclosure is intended. If you are not the intended recipient, you are hereby notified that any use of, dissemination, distribution or copy of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone so that we can arrange return of the original message to us at no cost to you.

Once equipment is delivered and installed, service requires two weeks' notice to schedule startup and load bank testing.

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BITTERSWEET WATER RECLAMATION FACILITY IMPROVEMENTS
VILLAGE OF BARTLETT
DUPAGE COUNTY, ILLINOIS

SITE
OVERALL ELECTRICAL PLAN

STRAND ASSOCIATES
PROJECT MGR.
 JOB NO. 1944.006
 SHEET 48
 05-E1-01

KEY NOTES

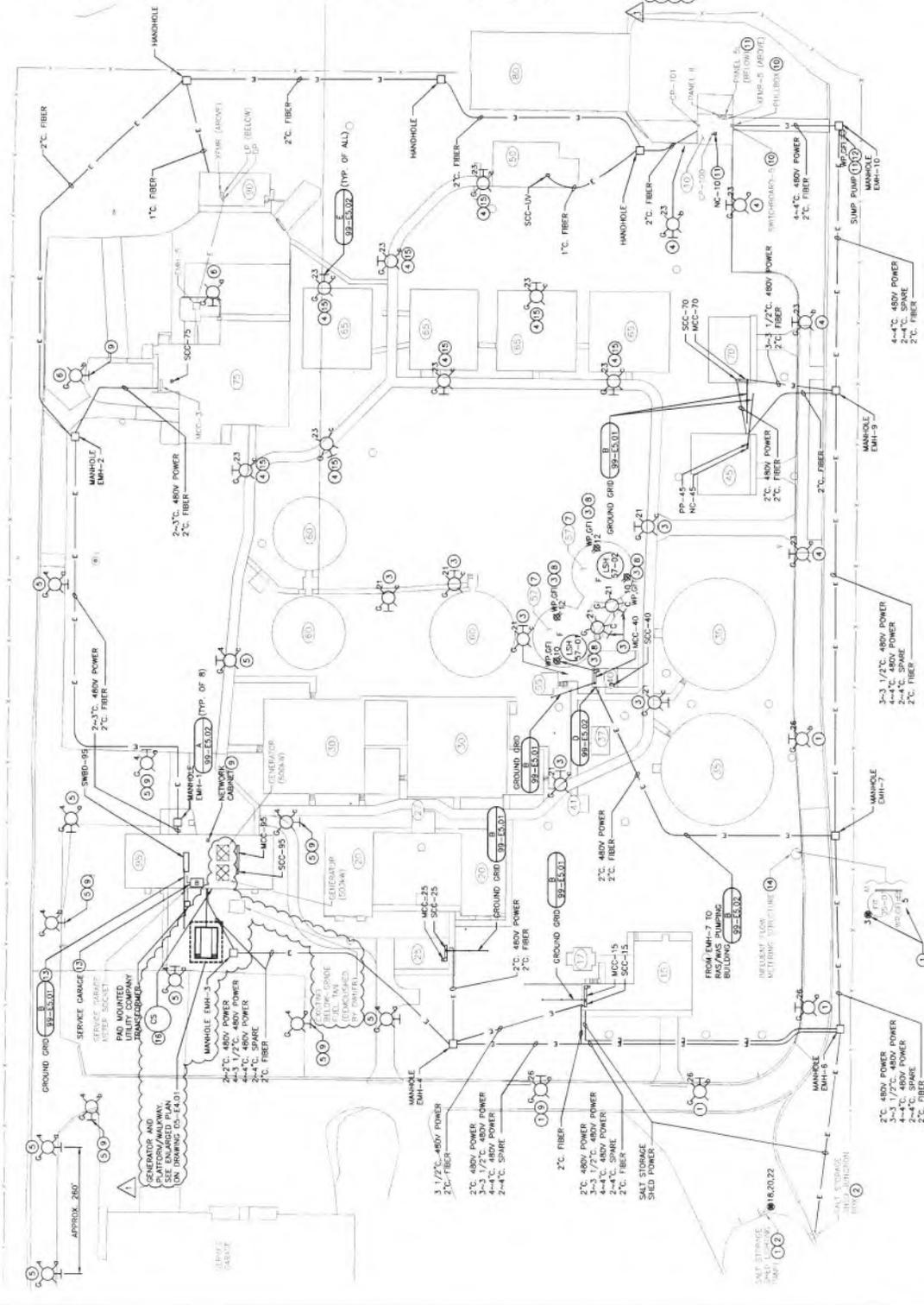
- 1 POWERED FROM LIGHTING PANEL LP-15 LOCATED IN MEC-15 IN THE PRELIMINARY TREATMENT BUILDING. WIRING TO SALT STORAGE SHED LIGHTING PANEL SHALL BE Routed THROUGH EXISTING SALT STORAGE SHED CONDUIT FROM JUNCTION BOX TO LIGHTING PANEL.
- 2 POWERED FROM LIGHTING PANEL LP-40 LOCATED IN MEC-40 IN THE RAS/WAS PLANNING BUILDING.
- 3 POWERED FROM LIGHTING PANEL LP-30 LOCATED IN THE AEROBIC DIESSELY BLOWER BUILDING.
- 4 POWERED FROM LIGHTING PANEL LP-95 LOCATED IN MEC-95 IN THE CONTROL BUILDING.
- 5 POWERED FROM PANEL 41 LOCATED IN THE BIOSOLIDS Dewatering BUILDING. PROVIDE 2-#12 AND #12 GROUND IN 3/4" CONDUIT THROUGH EXISTING CONDUIT FROM PANEL 41 TO LIGHTING PANEL.
- 6 ALL ELECTRICAL WORK AND EQUIPMENT FROM THE MINIMUM OPERATING WATER SURFACE TO AND ABOVE THE TANK WALLS, WITHIN 18" BEYOND THE EXTERIOR OF THE WALLS, AND 18" BEYOND THE EXTERIOR OF THE TANK WALLS TO 18" AFS SHALL BE RATED FOR CLASS 1, DIVISION 2, GROUPS C, AND D LOCATION.
- 7 MOUNT RECEPTACLES TO EXISTING FIRST FLUSH DETAIL (MANHOLE) HAND HOLE PER SECTION 28.32.2.
- 8 PROVIDE 2-#12 CONDUITS FROM NETWORK CABINET IN CONTROL BUILDING TO LIGHT POLE CABLES TO CITY CAMERA POWER AND DATA.
- 9 POWER FEED TO SWITCHGEAR-5 SHALL BE Routed THROUGH EXISTING PULL BOX ON EXTERIOR OF INFLUENT PUMPING BUILDING.
- 10 EXISTING PANEL 5L IS A CUTLER-HAMMER, HANDLE OPERATED, 200 AMP, 480V, 3-PHASE, SINGLE-POLE BRANCH CIRCUIT BREAKERS FOR RECEPTACLES. PROVIDE 2-#12 AND #12 GROUND IN 3/4" CONDUIT FROM PANEL 5L TO MCC-10 AND EMH-10 SUMP PUMP RECEPTACLE.
- 11 RECEPTACLE SHALL BE MOUNTED IN MANHOLE CIRCUIT BREAKER CONNECT SERVICE GARAGE GROUND GRID TO 380-95 GROUND GRID.
- 12 ALL ELECTRICAL WORK AND EQUIPMENT IN CLASS 1, DIVISION 1, GROUPS C, AND D OR A LOCATION SHALL BE RATED FOR CLASS 1, DIVISION 2, GROUPS C, AND D LOCATION. ACCESS SHALL BE PROVIDED TO ALL SIZES TO 18" ABOVE GRADE SHALL BE PROVIDED TO ALL SIZES TO 18" ABOVE GRADE AND D LOCATION. ACCESS 1, DIVISION 2, GROUPS C AND D LOCATION.
- 13 PROVIDE MINIMUM #8 AWG POWER WIRING TO LIGHT POLE FROM LS-270.
- 14 GENERAL STATION FOR WHICH IS SPECIFIED IN SECTION 28.32.13 AND INSTALLED BY DIVISION 26. PROVIDE 2-#14 IN 3/4" CONDUIT FROM LIGHT POLE TO NETWORK CABINET FOR GENERATOR EMERGENCY SHUTDOWN.

STRUCTURE IDENTIFICATION

- 00 - General
- 05 - Site
- 10 - Influent Pumping Building
- 15 - Influent Solids Treatment Building
- 20 - Primary Clarifiers
- 25 - Primary Sludge Pumping Building
- 30 - Primary Effluent Splitter Structure
- 35 - Aeration Tanks
- 37 - Mixed Liquor Splitter Structure
- 40 - RAS/WAS Pumping Building
- 41 - RAS Splitter Valve Vault
- 45 - Tertiary Filtration Building
- 50 - Effluent Pumping Building
- 55 - Excess Flow Splitter Structure
- 57 - First Flush Holding Tanks
- 60 - Excess Flow Clarifiers
- 65 - Anechoic Degraders
- 70 - Anechoic Degrader Blower Building
- 75 - Biosolids Storage Building
- 80 - Biosolids Storage Building
- 90 - Chemical Phosphorus Removal Building
- 95 - Control Building

GENERAL NOTES

1. REFER TO SPECIFICATION SECTION 01.11.00 FOR INFORMATION ON CONSTRUCTION SEQUENCING.
2. REFER TO SPECIFICATION SECTION 26.09.30 FOR WIRING ASSOCIATED WITH THE SCADA SYSTEM.



PLAN
 0' 10' 20' 30'

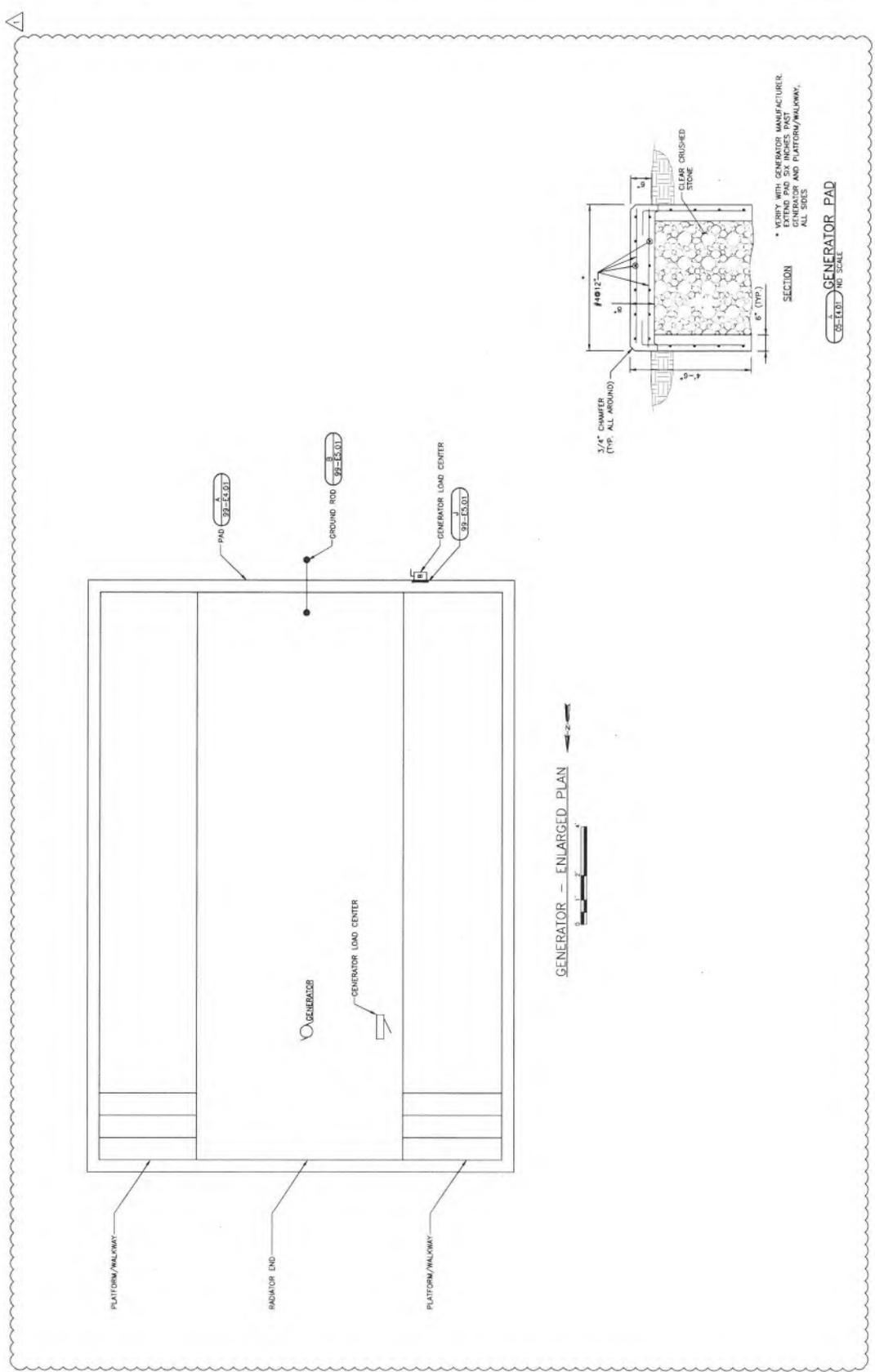
NO.	REVISIONS	DATE
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**SITE
GENERATOR - ENLARGED PLAN**
BITTERSWEET WATER RECLAMATION FACILITY IMPROVEMENTS
VILLAGE OF BARTLETT
DUPAGE COUNTY, ILLINOIS

JOB NO.
1944006
PROJECT MGR.



SHEET
05-E4.01





JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, IL 60031
PH: 847-244-3222
FX: 847-244-2490

Attn: Mr. Phil Severson
Strand Associates
910 West Wingra Dr.
Madison, WI 53715

September 22, 2022

Project: Village of Bartlett Bittersweet Water Reclamation Facility Improvements Project (Contract 1-2021)

Subject: CPR-011 – New Generator (REV01)

Mr. Severson,

Joseph J. Henderson & Son, Inc. submits herewith our proposal for work described in CPR #011. This proposal is based on the following work items: 011-01, 011-02, 011-03, 011-04, 011-05, 011-06, 011-07, 011-08, 011-09, and 011-10. Reference attachments for a breakdown of change order costs.

At this time, we do not know how this change order will impact the schedules critical path but reserve our right to a time extension if necessary.

Please incorporate the value of this change into an Owner Change Order so materials can be released into production upon approval.

The total cost to complete this work is **Three Hundred Sixty-Eight Thousand Seven Hundred Fifty-Five Dollars (\$368,755.00)**

Thank you,

Sam Henderson

Sam Henderson
Project Manager
Joseph J. Henderson & Son, Inc.
Office: (847) 244-3222

Henderson, Sam

From: Swanson, Cory (Harris) <cory.swanson@harrisrebar.com>
Sent: Monday, September 12, 2022 10:18 AM
To: Gilman, Marcus P.
Cc: Henderson, Sam; Reynolds, Chris (Harris)
Subject: RE: Bartlett WRF - CPR 011 Generator

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Marc-

Furnish & Install rebar for (1) 17' x 26' Generator pad per CPR011 at Bartlett Bittersweet WRF:

\$3,300.00

Includes: Rebar, supports for top mat, labor to install and (1) delivery to site.

Excludes: Sales Tax and Epoxy Rebar

If you need anything else, please let us know.

Thanks.

Cory

Cory Swanson

Estimating & Sales
Phone: 815.547.8998 x2678
Cell: 815.262.1867

From: Gilman, Marcus P. <MarcusG@jjhenderson.com>
Sent: Friday, September 9, 2022 10:47 AM
To: Swanson, Cory (Harris) <cory.swanson@harrisrebar.com>
Cc: Henderson, Sam <SamH@jjhenderson.com>
Subject: RE: Bartlett WRF - CPR 011 Generator

Pad is 17'x26'

Marc Gilman
JJ Henderson
847-276-6228

From: Swanson, Cory (Harris) <cory.swanson@harrisrebar.com>
Sent: Thursday, September 1, 2022 10:07 AM
To: Gilman, Marcus P. <MarcusG@jjhenderson.com>
Cc: Henderson, Sam <SamH@jjhenderson.com>
Subject: RE: Bartlett WRF - CPR 011 Generator

9/20/2022-REVISED		BARRETT-BITERSWEET		C.P. BOIL-ADD GENERATOR LEAD		DESCRIPTION		GENERATOR PAD - EXCAVATION/B-F												
QTY	U/M	UNITS PER HOUR	J/H LAB/OPER HOURS	J/H OPER/LAB PER HOUR	J/H TOTAL OPER/LAB PER HOUR	J/H EQUIPMENT PER HOUR	J/H TOTAL EQUIPMENT	J/H FUEL/MAINT PER HOUR	J/H TOTAL FUEL/MAINT	J/H TOTAL PRICE	FUEL RENT UNIT PRICE	FUEL RENT TOTAL PRICE	SUB UNIT PRICE	SUB TOTAL PRICE	TRUCKING UNIT PRICE	TRUCKING TOTAL PRICE	GC'S/YALLOW UNIT PRICE	GC'S/YALLOW TOTAL PRICE	TOTAL UNIT PRICE	TOTAL PRICE
20	HRS		20	\$128.37	\$2,567.40	\$50.00	\$1,000.00	\$45.00	\$900.00	\$4,467.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$223.37	\$4,467.40
8	HRS		8	\$128.37	\$1,026.96	\$25.00	\$200.00	\$45.00	\$360.00	\$1,586.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$198.37	\$1,586.96
20	HRS		20	\$101.00	\$2,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$101.00	\$2,020.00
16	LDS			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$295.00	\$4,720.00	\$0.00	\$0.00	\$295.00	\$4,720.00
320	TONS			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.25	\$7,440.00	\$0.00	\$0.00	\$23.25	\$7,440.00
1	LDS			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
8	HRS		8	\$128.00	\$1,024.00	\$10.00	\$80.00	\$15.00	\$120.00	\$1,244.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$153.00	\$1,244.00
56	HRS		56	\$31.00	\$168.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.00	\$168.00
			56.00	\$6,806.36		\$1,280.00		\$1,380.00		\$9,466.36	\$0.00		\$0.00		\$12,150.00	\$1,500.00		\$31.00	\$12,126.36	

Henderson, Sam

From: Jeff Olson <jeffo@knockitdown.com>
Sent: Wednesday, September 7, 2022 3:02 PM
To: Gilman, Marcus P.
Cc: Henderson, Sam
Subject: RE: Bartlett WRF - CPR 011 Generator

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If they accept it, I'll provide something formal.

011-06 Remove Generators:	\$9,200
011-07 Remove Piping:	\$6,400
011-08 Potential Credit & Move:	\$9,500
011-09 Concrete Pad & Trim:	\$13,700

On item 011-08, I'm only able to offer them a credit for the scrap value of the generators which is pennies compared to selling them. That minor salvage credit is built into that cost and the balance of the cost is moving it across their site. Used generators don't sell a year in advance; we would have to see if there were any buyers at the time they were ready to be moved.

Thanks,

Jeff Olson | Project Manager/ Estimator



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3515 Stern Avenue

St. Charles, Illinois 60174

☎: 630-761-0700 | 📠: 630-761-0777 | Cell: 630.352.8802 www.knockitdown.com





Bittersweet WRF Improvements

CPR011 Generator Install

Morse Response to Engineer's Comments

1. What are the existing conflicts

Morse Response: Existing underground utilities and ductbanks.

2. Group all deducts together and all additions together.

Morse Response: Our bidding software does not allow the proposal summary to be displayed in that manner.

3. Where is all the PVC coated conduit being used?

Morse Response: PVC coated conduit is being used from the elbows turning out of the ductbank to the pull-box that is being mounted on the side of the building to allow the transition from underground/exterior to trapeze mounted conduits inside the Control Building. This is per Specifications.

4. 1.5 weeks to glue together PVC conduit seems excessive.

Morse Response: The total hours are based on the Industry Standard NECA labor units and includes, setting and placing, field bends and cuts, and material handling and staging.

5. 125' to transformer?

Morse Response: This quantity of #8 wire is also the ground wire from the secondary of the transformer to the enclosed circuit breaker and generator Lighting Panel.

6. 434' from the transformer to the generator?

Morse Response: The wrong unit number was entered for the #4 wire. This has been corrected on this revision.

() 395 S. Main Street • Dubuque, IA 52003-7428 • Phone 563.556.0828 • Fax 563.556.7431
(x) 500 W. South Street • Freeport, IL 61032-6836 • Phone 815.266.4200 • Fax 815.235.1036
() 1390 Gateway Blvd • Beloit, WI 53511 • Phone 608.299.0170 • Fax 815.266.8998

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7. Where do we have #2 conductors?

Morse Response: These lugs are for the transformer conductors, primary and secondary. This the range of lug.

8. What is this box for (6X6X4SS)?

Morse Response: This box is to allow us to exit the building with controls from the SCC to the generator.

9. Quantity of #8 Terms?

Morse Response: These terms are for transformer primary, secondary ground wire to enclosed breaker and ground wire from enclosed breaker to generator Lighting Panel.

10. 3 days for startup?

Morse Response: This is to assist with pad layout, startup and commissioning, troubleshooting and load bank testing.

11. What is this pull box for (42X36X08)?

Morse Response: This is to be mounted on the building to transition ductbank conduits to allow building penetration.

12. Where are the 4" and 1" EXP/Deflection fittings being used?

Morse Response: These are used where conduits leave the ductbank and penetrate the ground to the pull-box on the building. These are required per specifications.

13. Explain these charges?

Morse Response: This was an oversight. Our software automatically adds OH&P for the individual General Expense items. These were not individually removed and inadvertently carried over and were added to the overall OH&P. These charges have been removed.

14.

Morse Response:

15.

Morse Response:

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() 1390 Gateway Blvd • Beloit, WI 53511 • Phone 608.299.0170 • Fax 815.266.8998

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Henderson, Sam

From: Verlyn Swanson <VSwanson@themorsegroup.com>
Sent: Thursday, September 22, 2022 3:42 PM
To: Henderson, Sam
Cc: Marshalla, Bill G.; Santos, Jorge; Gilman, Marcus P.; Jim Davis
Subject: RE: Bartlett - CPR-011 Comments
Attachments: CPR011_Generator Install_Engineer's Comment Responses_REV 1.docx.pdf; MORSE RFCO3_CPR011_GENERATOR INSTALL REV 1.pdf

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Sam,

Attached is my revised proposal. I have also attached a response sheet addressing each of their comments. Here is the breakdown per Item on the CPR. Please note I broke out item 3 & 10 to show what part is a credit and what part is new charges.

ITEM 011-01 GENERATOR COMMISSIONING ASSIST.	3,261.30
ITEM 011-02 EXIST. PARRALLING CONTROL WIRING CREDIT	-1,957.99
ITEM 011-03A SCADA CONTROLS CREDIT	-3,890.94
ITEM 011-10A CREDIT FOR EXIST. GENERATOR ELECTRICAL AND CONTROLS	-47,023.18
ITEM 011-10B NEW GENERATOR ELECTRICAL COMPLETE	182,256.24
ITEM 011-03B SCADA CONTROLS NEW	3,899.79
TOTAL PROPOSAL	136,545.22

Please let me know if you have any questions.

Thanks,

Verlyn Swanson | Project Manager



1390 Gateway Blvd. | Beloit, WI | 53511
C: 608.425.9444 | P: 608.856.7311
E: VSwanson@themorsegroup.com

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PROPOSED CHANGE ORDER



CCN # RFCO3_CPR011_GENERATOR INSTALL_REV 1
Date: 9/22/2022
Project Name: Bittersweet WWTP
Project Number: Bittersweet WWTP
Page Number: 1

Work Description

We propose to furnish the labor, materail, equipment, and supervision required for the work associated with CPR011, GENERATOR INSTALL , per the scope below.

·ITEM 011-01 - Replace 26 32 13 Standby Power System (paralleling controls and modifications to existing generators).

NOTE: New generator to be procured by JJH including setting and placing, fuel, excavation and concrete pad, starting & commissioning, load bank and platform installation. All generator 120/240V lights, receptacles, battery charger, block heaters and controls to be installed and pre-wired in conduit by generator manufacturer to generator load center. Morse to provide layout, commissioning/startup and load bank assistance.

·ITEM 011-02 - Morse is providing a CREDIT for control conduit, wire and terminations between existing units. All other paralleling controls and modifications credits are provided by JJH.

·ITEM 011-03 - Morse is providing a CREDIT for SCADA controls/alarms from each existing generator to SCC-95. This proposal includes new conduit, wire and terminations from SCC-95 to new generator.

·ITEM 011-04 - There is NO CREDIT offered for construction sequencing due to the unkown lead time and delivery of generator.

·ITEM 011-05 - Generator installation by JJH. All electrical work and connections are proposed under ITEM 011-10.

·ITEM 011-06 - ITEM 011-09 - Provided by JJH.

·ITEM 011-010 - CREDIT provided for all electrical power and control conduit, wiring and terminations to existing generators. This proposal includes all new electrical power and control, ductbank, conduit, wire and terminations to new generator.

CLARIFICATIONS:

We are including concrete encased ductbank from Building 95 to the generator due to existing conflicts that will prevent us from getting full 24" coverage.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
1" GRC CUT&THREAD	9	2.48	3.83
4" GRC CUT&THREAD	10	2.75	13.75
3/4" ARC (AL)	-80	-190.15	-8.00
1" ARC (AL)	85	294.41	10.20
3" ARC (AL)	-200	-1,797.88	-50.00
4" ARC (AL)	175	2,460.45	70.00
3/4" ARC MYERS HUB	-2	-11.87	-0.50
3" ARC MYERS HUB	-5	-166.23	-2.50
4" ARC MYERS HUB	5	284.07	3.13
3/4" ARC 90 ELBOW	-6	-110.72	-2.63
1" ARC 90 ELBOW	-2	-51.40	-1.00
3" ARC 90 ELBOW	-15	-3,124.53	-10.31
4" ARC 90 ELBOW	10	3,852.08	7.50

ORIGINAL

PROPOSED CHANGE ORDER

Description	Qty	Total Mat.	Total Hrs.
3/4" AL STRUT CLAMP	-10	-44.23	-0.64
1" AL STRUT CLAMP	12	60.43	0.84
3" AL STRUT CLAMP	-25	-227.43	-3.97
4" AL STRUT CLAMP	25	288.76	5.34
3/4" ARC CUT&THREAD	-6	-1.65	-2.25
1" PVC COATED GRC	120	1,598.28	15.60
4" PVC COATED GRC	50	3,684.04	21.00
1" PVC/CTD MYERS HUB	5	514.70	2.19
4" PVC/CTD MYERS HUB	5	3,318.25	3.75
1" PVC/CTD 90 ELBOW	13	568.56	4.88
4" PVC/CTD 90 ELBOW	10	3,962.12	23.25
4" PVC/CTD STRUT STRAP	20	930.02	4.28
1" PVC SCH-40	210	357.06	11.55
4" PVC SCH-40	300	2,803.20	60.00
CARLON E942F 1" PVC FEMALE ADAPTER	4	9.98	0.60
CARLON E942N 4" PVC FEMALE ADAPTER	10	179.72	5.00
CARLON E940F 1" PVC COUPLING	2	2.88	0.00
CARLON E940N 4" PVC COUPLING	28	398.71	0.00
4" PVC 45 ELBOW SCH-40	5	103.30	7.50
2"x3" BASE SPACER	12	23.60	0.45
4"x3" BASE SPACER	36	88.94	1.80
4"x3" INTERMEDIATE SPACER	72	157.98	2.25
3/4" LT FLEX	-18	-34.57	-1.11
1" LT FLEX	15	47.02	1.10
3" LT FLEX	-15	-229.42	-3.85
4" LT FLEX	15	372.07	4.78
3/4" LT STRAIGHT CONN	-12	-45.63	-2.55
1" LT STRAIGHT CONN	10	53.42	2.13
3" LT STRAIGHT CONN	-10	-1,329.56	-4.38
4" LT STRAIGHT CONN	10	1,565.43	6.25
3/8" S/S CONCRETE INSERT	32	280.00	8.00
3/8" S/S SADDLE WASHER	8	28.64	0.10
3/8" S/S ALL THREAD	60	284.62	3.00
1 5/8" S/S CHANNEL	23	803.55	3.45
#14 XHHW CU	637	98.13	3.44
#10 XHHW CU	50	15.67	0.35
#8 XHHW CU	252	137.16	2.21
#4 XHHW CU	492	598.58	6.31
#1/0 XHHW CU	-120	-304.83	-2.15
#2/0 XHHW CU	-180	-571.44	-3.65
#250MCM XHHW CU	675	3,880.36	20.50
#400MCM XHHW CU	-540	-4,895.09	-23.69
#500MCM XHHW CU	-360	-4,088.67	-17.41
#600MCM XHHW CU	2,025	29,042.31	107.06
#4/0 BARE-CU	50	250.55	1.75
#2 MECH-LUG	6	3.65	0.60
#250 MCM MECH-LUG	1	3.29	0.21
BURIED UTILITY TAPE (3"x100')	1	24.96	0.62
1/4" POLYROPE (M)	540	20.26	2.02
A-606CHNFSS 6x6x4 4X	1	297.24	0.87
1" FIELD CUT KO	10	11.00	5.00
4" FIELD CUT KO	10	11.00	8.80
TIE WIRE (PER LB)	1	13.20	1.87
# 14 WIRE TERM-POWER	-50	-0.50	-2.50
# 10 WIRE TERM-POWER	1	0.01	0.05
# 8 WIRE TERM-POWER	7	0.07	1.05
# 4 WIRE TERM-POWER	12	0.12	2.64
# 1/0 WIRE TERM-POWER	-4	-0.04	-1.52
# 2/0 WIRE TERM-POWER	-6	-0.06	-2.52
# 250 MCM TERM-POWER	10	0.10	5.30
# 400 MCM TERM-POWER	-18	-0.18	-12.24
# 500 MCM TERM-POWER	-12	-0.12	-9.00
# 600 MCM TERM-POWER	30	0.30	24.30

ORIGINAL

PROPOSED CHANGE ORDER

Description	Qty	Total Mat.	Total Hrs.
#14 WIRE TERM-CONTROL	-29	-0.29	-2.90
3/4"x10' CU CLAD GRD ROD	1	137.64	1.25
CADWELD 4/0 CABLE>GRD ROD	1	16.50	0.31
EXCAVATION (CUBIC YARD)	28	1,540.00	5.60
CONCRETE 2500 LB (YARD)	12	1,848.00	2.40
GENERATOR COMMISSIONING & STARTUP ASSIST.	1	0.01	24.00
42X36X08 NEMA 4X 3316 SS PULL BOX	1	1,831.31	4.00
4" CORE/SEAL	5	495.00	5.00
1" CORE SEAL	4	154.00	4.00
4" 45deg. ARC elbow	10	2,035.00	3.00
15KVA WALL MT. 1PH XFMR	1	0.01	2.00
40A MCC REPLACEMENT BUCKET (FBO)	1	0.01	2.00
4" EXP/DEFLECTION FITTING	5	5,489.00	1.50
1" EXP/DEFLECTION FITTING	4	1,108.80	0.80
GEN. E-STOP (FBO)	1	0.01	1.50
80A NEMA 4X SS ENC. BREAKER	1	0.01	2.00
1-5/8" SS POST BASE	2	198.00	0.40
SS 24" PLATE	1	275.00	0.50
BLOCK CORE	0	0.00	0.00
Totals	4,571	61,691.27	391.44

Summary

MATERIAL		
SAND/STONE		250.00
GEAR-EATON		5,169.00
Total Material		67,110.27
FOREMAN	(391.44 Hrs @ \$113.10)	44,271.86
FIELD TRUCK @ \$5.00 PER HOUR	(401.00 @ 0.00 @ \$5.00 + 0.000 % + 0.000 % + 0.000 %)	2,005.00
MISCELLANEOUS MATERIAL @ 2%	(61,691.27 @ 0.00 @ \$0.02 + 0.000 % + 0.000 % + 0.000 %)	1,233.83
Overhead	(@ 10.000 %)	11,462.10
Markup	(@ 5.000 %)	6,304.15
EXCAVATION	(\$3,500.00 + 0.000 % + 0.000 % + 5.000 %)	3,675.00
SPOILS REMOVAL	(\$460.00 + 0.000 % + 0.000 % + 5.000 %)	483.00
Final Amount		\$136,545.21

CLIENT ACCEPTANCE

CCN #	RFCO3_CPR011_GENERATOR INSTALL_REV 1
Final Amount:	\$136,545.21
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____
I hereby accept this quotation and authorize the contractor to complete the above described work.	

ORIGINAL

Caterpillar Electric Power Generator Set Quotation

September 7, 2022
Ref #: 31089330

Submitted to: Marcus Gilman @ JJ Henderson

Project Name: Bartlett WWTP
Caterpillar C32.- 1000kW Outdoor Diesel Standby Generator

We submit to you Altorfer Power System's quotation for the Caterpillar engine driven generator sets. This offer is to sell new Caterpillar generator sets as rated below at 0.8 Power Factor suitable for standby use. This system includes the standard accessories provided by Caterpillar with optional peripheral equipment and services as identified in this proposal through our interpretation of the project requirements.

Top-level equipment and services offerings provided under this proposal:

- ✓ One (1) Caterpillar 1000kW Diesel Fueled, 277/480V, 3-phase Standby Rated Generator
- ✓ One (1) Caterpillar Sound Attenuated Enclosure (75dBA @ 23ft)
- ✓ One (1) Caterpillar Factory 2100 Gallon Tank
- ✓ Caterpillar Five (5) Year Warranty
- ✓ Start-up and On-Site Resistive Load Bank Testing Services

Additionally, we have detailed the equipment configuration and services relative to our understanding of these requirements in the body of this document. Please check it for correctness and completeness to be certain that it meets your needs. Please contact us for any clarifications or refinements that may be necessary to meet the scope of the project, as you understand it.

At the conclusion of this quote you will find the quoted price and additional commercial related information regarding the terms of this sale. Thank you for considering Altorfer Power Systems and the opportunity to provide your equipment and service needs. We are firmly committed to providing the best possible support and service during the life cycle of this project.

Sincerely,
Jim Sylvester
Altorfer / Caterpillar

Standard Equipment Caterpillar 1000kW*Engine*

- Diesel driven engine, 1800 RPM
- Electronic isochronous governor

Generator

- 1000kW generator, standby rated, engine mounted and tested, Class H Insulation, .8 power factor, 3 phase, 4 wire, 105C temperature rise, 71.9 gal/hour fuel rate
- Caterpillar Digital Controller
- Permanent Magnet Excitation
- Power center

*Digital Control Panel*Instrumentation

- LCD display with adjustable contrast and backlight with auto power off
- AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAr (total & per phase); Power Factor (overall & per phase); kW hours; kVAr hours
- DC metering: Battery Volts; Engine hours run; Engine Jacket Water Temperature (in °C or °F); Lube oil pressure (in psi, kPa or bar); Engine speed (rpm); Crank attempt counter; Start counter

Protection

- Fail to start shutdown
- Low oil pressure shutdown
- High engine temperature
- Approaching high coolant temperature alarm
- Approaching low oil pressure alarm
- Not in auto mode alarm
- Underspeed/Overspeed
- Loss of engine speed detection
- Low/High battery voltage
- Battery charger failure (if fitted)
- Under volts, over volts
- Under frequency, over frequency
- Overcurrent

Controls

- Run key and LED indicator
- Auto key and LED indicator
- Stop key and LED indicator
- Lamp test key
- Alarm acknowledge key
- Menu navigation keys
- Engine and AC metering shortcut keys

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- All control module keys have tactile feedback
- Lock down emergency stop push button.
- Service interval counter.

Caterpillar Sound Attenuated Enclosure (75dBA @ 23ft)

- Internally mounted critical grade silencer
- Robust/highly corrosion resistant construction
- Steel Construction
- Lockable, gasketed doors provide secure access to maintenance items (battery, fuel fill, oil, and coolant)
- Lube oil and coolant drains piped to exterior of enclosure and terminated with drain valves
- Radiator guard
- Fixed Intake Louvers
- Gravity Discharge Dampers
- 100A Load Center
- GFCI Receptacles
- Stairs and platforms

Caterpillar Factory 2100 Gallon Tank

- Conduit Access Stub Up Area
- Level Indicator
- Low Fuel Level Alarm Switch
- Fuel in Rupture Basin

Cooling System

- Radiator with guard
- Coolant drain line with valve
- Coolant heater

Starting System

- Single starting motor
- 24 volt lead acid batteries
- Charging alternator
- Battery charger

General

- One (1) 2000A Circuit Breaker
- Linear Vibration Isolators
- First fill lubricating oil
- First fill antifreeze, installed
- O & M Manuals

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Decatur IL • Dix IL • Dubuque IA • Dwight IL • East Peoria IL • Hammond IN • Hannibal MO • Joliet IL • Moberly MO
Oglesby IL • Rock Falls IL • Rockford IL • Springfield IL • Urbana IL • Wauconda IL • West Branch IA • West Burlington IA

Additional Equipment (shipped loose)*Remote Annunciator (shipped loose) – Qty 1*

- Each Annunciator includes sixteen (16) LED's for annunciation of alarm conditions and system status.
- Includes Alarm Horn and Alarm Acknowledge pushbuttons.
- Meets NFPA 99/110 requirements for remote annunciation on Emergency Standby Generator Systems.
- Label cards are provided next to each set of LED by to indicate various alarms and events.
- Designed and Tested to meet stringent Impulse Shock and Operating Vibration requirements

Technical Field Service to Include:

Note: Field Services do not include initial fuel fill or replenishment, videotaping, sound measurements, or city permits for load testing on site.

Installation Audit:

A pre-start audit is available when time and circumstances permit, to be performed by Altorfer Power Systems Project Manager prior to dispatching our field service technician to perform the equipment startup; this will insure site work is completed. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additionally, our local project managers are available for consult during the entire life of the project.

Equipment Startup:

One (1) day of on-site start-up testing are included for only the equipment purchased through Altorfer Power Systems. Time allowed for our factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. This includes systems preparation, equipment start-up and functional operational test utilizing building load only. We will endeavor to meet the requirements of all interested parties as is reasonable, but informing & scheduling of all authorities, inspectors, etc. is the responsibility of the customer; all services included in this quotation are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additional personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

Equipment Load Bank Testing with Portable Load Bank

Allocated for this project is a four (4) hour on-site load bank test utilizing a resistive load bank at 1.0 Power Factor. Time allowed for 1 (one) factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. Altorfer Power Systems will provide a portable load bank (sized to the generator rating) and 100 feet of power cable. Cable runs greater than 100 (one hundred) feet will be billed at prevailing rates. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Addition personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

Training:**ALTORFER CAT · 25 STORES · IOWA · ILLINOIS · INDIANA · MISSOURI**

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The appropriate Altorfer personnel are available to provide a basic/up to one (1) hour training on site on the same trip during the unit has been started up. If more time is required, or additional sessions are required, arrangements can be negotiated.

Warranty:

Caterpillar Five (5) Year warranty applies unless extended service coverage is purchased. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Altorfer will administer all warranty claims during the appropriate warranty period. All other manufacturers warranty is for components only. Labor associated with these claims will be charged accordingly. Copy of warranty statements will be provided at project submittal.

Availability:

Determined after approved release. Equipment submittal time is to be negotiated.

Financial Terms:

Net cash 30 days upon receipt of invoice, with credit approval. Equipment will be invoiced at the contracted amount when ready for shipment. Retainers are not allowed unless previously negotiated and are identified in this proposal. Late charges of 1-1/2% per month will be assessed for late payments and customer will also be responsible for any collection costs and expenses, including reasonable attorney's fees. Equipment storage fees may apply when delivery is not accepted when ready for shipment. Sales tax is **NOT** included in the purchase price and will be charged at the current tax rate, if applicable.

Additional Terms and Conditions:

The scope of supply for this quotation is limited to the equipment and services listed in this proposal. The bill of material herein does not include demolition, removal, terminations, installation, labor, fuel, fuel piping, air ducting, exhaust silencer installation, exhaust piping or electrical wiring between loose items such as engine, control gear, transfer switches, day tanks, battery charger, etc. Coordination studies & relay settings & relay testing services are not included. Permitting not included. The customer is responsible for any and all installation of the above Equipment unless specifically modified by this proposal. All equipment needed to perform any loading or unloading of the Equipment supplied by Altorfer Power Systems is the responsibility of the customer unless specifically modified by this proposal. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We reserve the right to correct any errors or omissions. Customer's signature on this quotation or the issuance of a purchase order or other acknowledgement by customer for the Equipment shall constitute acceptance of this quotation subject only to the terms and conditions set forth herein notwithstanding any terms and conditions contained in any such purchase order or other acknowledgment or communication from the customer which are different from or in addition to the terms and conditions of this quotation. This quotation is subject to any applicable manufacturer's general terms and conditions of sale. Changes to the terms of this quotation may only be made by the express written agreement of Altorfer Power Systems. Altorfer Power Systems shall not be responsible for any consequential, special, indirect or liquidated damages hereunder or for any manufacturer or other delays beyond Altorfer's control. Altorfer Power Systems will not be responsible for any labor or material charges by others associated with the

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Power Systems

CAT



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start-up and installation of this equipment unless previously agreed upon, in writing by Altorfer Power Systems. This quotation expires in 30 calendar days or sooner with notice and is subject to prior sale. The prices stated herein are subject to any manufacturer increases if the order is not released for manufacture within 90 calendar days from order date or, if drawings for approval are required, the drawings are not returned and released for manufacture within 30 calendar days of mailing date. For any completed order, scheduled for shipment, that is held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, ship to storage, invoice, and transfer title, all at the sole cost and risk of loss of the Buyer. Buyer may terminate or cancel an order by written notice and upon payment of appropriate charges based upon a percentage of the quoted sales price at the stage of completion: 10% hold for approval status and 100% after release for manufacture status.

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Exceptions & Clarifications:

- ✓ Quotation is based on generator specification 263213 only (no drawings provided at time of quote). If actual job site conditions/local codes require a change in BOM, all such changes will be quoted and billed accordingly.
- ✓ Oil heater not provided as it is not recommended by Caterpillar

Total price for these product and services:

- ✓ One (1) Caterpillar 1000kW Diesel Fueled, 277/480V, 3-phase Standby Rated Generator
- ✓ One (1) Caterpillar Sound Attenuated Enclosure (75dBA @ 23ft)
- ✓ One (1) Caterpillar Factory 2100 Gallon Tank
- ✓ Caterpillar Five (5) Year Warranty
- ✓ Start-up and On-Site Resistive Load Bank Testing Services

→ **\$264,293.00 (Plus tax)** This price does not include tax.
FOB: Jobsite Tailgate

2022 Supply Chain Volatility Note - Altorfer Power Systems continuously strives to reduce costs and optimize productivity whenever possible. Unfortunately, the current volatility of the supply chain has necessitated a price review process that will take place at the time we receive a "release for production" for this project. We will review the cost basis that was used at the time of quotation and if we find our inputs have increased, we will issue a revised proposal before accepting your "release for production".

ACCEPTANCE: _____

ALTORFER POWER SYSTEMS

Customer Signature _____

Jim Sylvester

Email: jim.sylvester@altorfer.com

Phone: 630-516-4414

Mobile: 630-360-0228

Sales Engineer, Electric Power Generation

DATE: _____

Should you have any questions or comments on this matter, please do not hesitate to contact us.

This information is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of applicable privilege and/or protection against disclosure is intended. If you are not the intended recipient, you are hereby notified that any use of, dissemination, distribution or copy of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone so that we can arrange return of the original message to us at no cost to you.

Once equipment is delivered and installed, service requires two weeks' notice to schedule startup and load bank testing.

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Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Sale of Village Owned Surplus Property**
Date: October 10, 2022

The Public Works Department wishes to dispose of surplus items and personal property of the Village through internet auction.

The surplus vehicles and property are to be auctioned by Obenauf Auction Services. As part of their service, Obenauf identifies potential bidders who may be interested in the type of vehicles and equipment the departments wish to sell. The Village has utilized Obenauf in prior years and the service they provide has proven to be a very effective method for disposal of the Village's surplus property.

Attached is an ordinance authorizing the sale of surplus property through internet auction as well as a list of all surplus property to be sold.

MOTION

**MOTION TO APPROVE ORDINANCE # 2022-____, AN ORDINANCE
AUTHORIZING THE SALE BY INTERNET AUCTION OF SURPLUS PROPERTY OWNED
BY THE VILLAGE OF BARTLETT**

ORDINANCE 2022-____

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET
AUCTION OF SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF BARTLETT**

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

WHEREAS, staff has recommended that the Corporate Authorities authorize the sale of the used vehicles and equipment described on Attachment A, a copy of which is attached hereto and incorporated herein (the "Surplus Vehicles and Equipment"), as it is no longer necessary or useful or for the best interest of the Village, through the Obenauf Auction Service Incorporated and eBay on-line auction site to the respective highest bidders bidding on the purchase of the Surplus Vehicles & Equipment;

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

SECTION ONE: Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the "Board") hereby find and declare that the Vehicles and Equipment, defined in the recitals herein and listed on Attachment A is no longer necessary or useful to or for the best interest of the Village.

SECTION TWO: Pursuant to said Section 11-76-4 and the Village's home rule authority, the Board authorizes the Village Administrator, or her designee, to sell the Surplus Vehicles and Equipment through the Obenauf Auction Services Incorporated and eBay on-line auction site to the respective highest bidders.

SECTION THREE: The Village Administrator and the Assistant Village Administrator, or either of them, are each hereby authorized and directed to sign vehicle titles and such other documents as may be necessary to transfer ownership of the Surplus Vehicles and Equipment as provided herein upon receipt of the proceeds of the sale.

SECTION FOUR: SEVERABILITY. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this 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 SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 18, 2022

APPROVED: October 18, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

C E R T I F I C A T I O N

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 October 18, 2022, and approved on October 18, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Attachment A: Surplus Items

Serial / VIN	Yr	Make	Model / Description	Equipment Number
3GSC193ZX9S628337	2009	Saturn	Vue/Hybrid SUV	09-216
	2011	Billy Goat	Blower	
			Office Chairs (x12)	