

VILLAGE OF BARTLETT
BOARD AGENDA
FEBRUARY 16, 2016
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. *CONSENT AGENDA*

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

*6. MINUTES: Board & Committee Minutes – February 2, 2016

*7. BILL LIST: February 16, 2016

8. TREASURER'S REPORT: December, 2015
Sales Tax Report – October 2015
Motor Fuel Tax Report – July-November, 2015

9. PRESIDENT'S REPORT: None

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

11. TOWN HALL: (Note: Three (3) minute time limit per person)

12. STANDING COMMITTEE REPORTS:

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

1. Ordinance Approving the Third Amendment to the 125 Acre Annexation Agreement for the Blue Heron Business Park Property
2. Ordinance Approving an Amended Planned Unit Development for the Blue Heron Business Park Property and Granting a Special Use Permit for an Amended Concept Plan, an Amended Preliminary PUD Plan and an Amended Pre-Approved Site Plan
3. Resolution Approving Public Improvement Completion Agreement for the Blue Heron Business Park Property
4. Resolution Approving Public Improvement Completion Agreement for Artis Senior Living

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

No Report

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

No Report

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

No Report

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO

- *1. Ordinance Authorizing the Sale of Personal Property on eBay

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

1. Resolution Approving Execution of Beautification Agreement with Metra

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



Agenda Item Executive Summary

Item Name	125 Acre Blue Heron Business Park Third Amended Annexation Agreement- Public Hearing	Committee or Board	Board
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BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

The Third Amended Annexation Agreement for the 125 acre Blue Heron Business Park.

The Public Hearing notice was published in the Daily Herald on January 27, 2016 and the 3rd Amended Annexation Agreement has been available for public viewing in the Community Development Office.

The 3rd Amended Annexation Agreement reduces the variable width buffer zone to the IDNR property to a uniform 50' width and planted with native grass species. The 3rd Amended Annexation Agreement also amends the Concept Plan, the Preliminary PUD/Plan, the Pre-Approved Site plan and modifies certain language in the original, first and second amended annexation agreement.

ATTACHMENTS (PLEASE LIST)

Public Hearing Notice and Proof of Publication

- ACTION REQUESTED**
- For Discussion Only: **Required Public Hearing**
 - Resolution
 - Ordinance
 - Motion

Staff: Jim Plonczynski, Com Dev Director Date: 2/4/2016

PUBLIC HEARING
NOTICE

NOTICE IS HEREBY GIVEN that the Village Board of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will hold a Public Hearing on Tuesday, February 16, 2016 at 7:00 P.M. or as soon thereafter as the matter may be heard, in the Bartlett Municipal Center, 228 South Main Street, Bartlett, Illinois to consider testimony and evidence from the petitioner and members of the public with respect to the petition from Dean Kelley on behalf of Abbott Land and Investment for the 3rd Amendment to the Blue Heron Business Park's North 125 acre Annexation Agreement (Case #15-20, Blue Heron Business Park). This property is located on the north side of W. Bartlett Road, east of Route 25.

PERMANENT INDEX NUMBER'S: 06-25-400-034, 06-25-400-035, 06-25-400-036, 06-36-200-020, 06-36-200-021, 06-36-200-023, 06-36-200-024, 06-36-200-026

A copy of the Amended Annexation Agreement is available for public viewing at the Bartlett Village Hall located at 228 South Main Street in the Community Development Department from 8:30 a.m. to 4:30 p.m. Monday through Friday. The above-referred Public Hearing may be recessed from time to time to another date or dates, if notice of the time and place of such adjourned Public Hearing is publicly announced at the immediately preceding Public Hearing.

All interested parties are invited to attend and will be given an opportunity to be heard. If an accommodation for an individual with a disability is necessary, please contact Paula Schumacher at 837-0800 (voice) or 830-0940 (TDD).
By
Lorna Giles
Village Clerk
Published in Daily Herald
Jan. 27, 2016 (4430799)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

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

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published January 27, 2016 in said **DAILY HERALD**.

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Doula Baltz*
Authorized Agent

Control # 4430799

RECEIVED
COMMUNITY DEVELOPMENT

FEB 01 2016

VILLAGE OF
BARTLETT

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Village Board of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will hold a Public Hearing on **Tuesday, February 16, 2016 at 7:00 P.M.** or as soon thereafter as the matter may be heard, in the Bartlett Municipal Center, 228 South Main Street, Bartlett, Illinois to consider testimony and evidence from the petitioner and members of the public with respect to the petition from Dean Kelley on behalf of Abbott Land and Investment for the 3rd Amendment to the Blue Heron Business Park's North 125 acre Annexation Agreement (Case #15-20, Blue Heron Business Park).

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

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

By

Lorna Gilles
Village Clerk

cc: Village Board
Petitioner

To be published in the Daily Herald on January 27, 2016.

X:\Comdev\phn2016\Blue Heron North 125 Amended Annex Agreement__vbc



VILLAGE OF BARTLETT
BOARD MINUTES
February 2, 2016

1. CALL TO ORDER

President Wallace called the regular meeting of February 2, 2016 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke, President Wallace were physically present. Trustee Arends was attending via webcam.

ABSENT: None

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

3. INVOCATION

Pastor Tim Pofert from Alliance Bible Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and 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 Reinke stated that he would like to add item 1 under the Finance & Golf Committee (Ordinance 2016-07, 2015 Bluff City SSA Tax Levy Abatement) to the Consent Agenda.

Trustee Camerer moved to amend the Consent Agenda to add item 1 under the Finance & Golf Committee (Ordinance 2016-07, 2015 Bluff City SSA Tax Levy Abatement) in



**VILLAGE OF BARTLETT
BOARD MINUTES
February 2, 2016**

addition to the items already shown on the Consent Agenda, and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

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

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

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

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

Randy Ramey, 935 Glenlake Drive, Carol Stream

Mr. Ramey stated that a few weeks ago an individual from Bartlett spoke to the Board about recommendations to consolidate government and he addressed getting rid of Township governments, specifically Wayne Township. He wanted to speak in support of Townships. He was a Township Trustee for seven years before he became a Legislator. Township government does a lot of good work and they have three things they have to do governed by the State Legislature. They are the assessments, the roads in the Township and general assistance. The Wayne Township assessor is ranked number one in the state and that means that he doesn't make mistakes. He is a Bartlett resident. The general assistance program is nationally recognized. Juanita has been called to Washington to talk about the things that she does to help people in general assistance.



**VILLAGE OF BARTLETT
BOARD MINUTES
February 2, 2016**

Those are low income folks that need a helping hand and they do it very well. A few of the other programs include the WAYS program (Wayne/Winfield Area Youth Services) that help out less fortunate children, after school, summer programs, keeping them off the streets and out of danger. This is also a very well run program that helps children. Lastly the roads, one of the best kept secrets is the Township roads. They have been repaved and redone in the last twelve years and readily one of the cleanest streets out there after a snow storm. He stated that Wayne Township does a very good job for a very little amount of money. He distributed a chart (attached) that this commission put together in their discussions that shows where the property tax dollars are going. Only 2% of the tax dollars go to Township government. He pointed out that 25% of that comes back to the municipalities, so they are actually using only 1.5% of the property tax dollars. The largest percentage goes to the school district at 65%. He felt that this would be the biggest part to watch if you wanted to reduce property tax. Seeing that State government is supposed to provide for education and obviously they are not if all our property taxes are helping pay for this. In an attempt to reduce governments there are lots of options and in this review they offer quite a few things, e.g., they allow for Townships to get larger, allow Townships to come together, allow Townships to be reduced to go into a coterminous municipality. He stated that there are a lot of options and not just getting rid of one Township would be good for Bartlett because Bartlett is part of four Townships. He stated that Townships do a great job for a small amount of money and he stands in strong support of them.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that there was no report.

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Ordinance 2016-07, An Ordinance Abating Certain 2015 Tax Levies of the Village of Bartlett for Special Service Area Number One (Bluff City), Ordinance 2016-09-R, A Resolution Approving of Disbursement Request for Payout No. 33 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project, Ordinance 2016-10-R, A Resolution Approving of Disbursement Request for Payout No. 34 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project were covered and approved under the Consent Agenda.



VILLAGE OF BARTLETT
BOARD MINUTES
February 2, 2016

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

Trustee Arends presented Resolution 2016-08-R, A Resolution Approving of the Cable Television Franchise Agreement Between the Village of Bartlett and Comcast of Illinois XI, LLC. She stated that this is simply a renewal. Comcast is required to install service to households within seven days of a request provided they are within 125 feet of a connection.

Administrator Salmons stated that this agreement is far different from the early days of cable. They used to have customer service standards as a part of it and the federal government came along and took all those out. Our staff, Scott Skrycki, has a great relationship with Comcast and when people call they are able to facilitate the solution on a lot of the problems. There will be another agreement with AT&T who does not cover the entire town. Their contract will be up in another month or two.

Trustee Arends moved to approve Resolution 2016-08-R, A Resolution Approving of the Cable Television Franchise Agreement Between the Village of Bartlett and Comcast of Illinois XI, LLC as presented and that motion was seconded by Trustee Hopkins.

Trustee Hopkins commented that a lot of people may feel like Comcast is a monopoly when it comes to cable television. A lot of other communities have several high speed providers. When it comes to the Village of Bartlett that is not the case. This type of agreement is open to other cable providers if they choose to come to our town. He just wanted to make sure that residents were aware of this.

ROLL CALL VOTE TO APPROVE RESOLUTION 2016-08-R APPROVING CABLE TELEVISION FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS XI, LLC

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

NAYS: None

ABSENT: None

MOTION CARRIED

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that Resolution 2016-11-R, a Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code was covered and approved under the Consent Agenda.



VILLAGE OF BARTLETT
BOARD MINUTES
February 2, 2016

13. NEW BUSINESS - None

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne stated that tomorrow at Bartlett Hills at 7:00 p.m. they are having the Transit Oriented Development Plan's second meeting. He wanted to make sure that everyone was aware.

President Wallace stated that it is a discussion of the draft report and analysis of the downtown.

15. ADJOURNMENT

President Wallace stated that the Board will be going into the Committee of the Whole meeting immediately following the close of this meeting.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

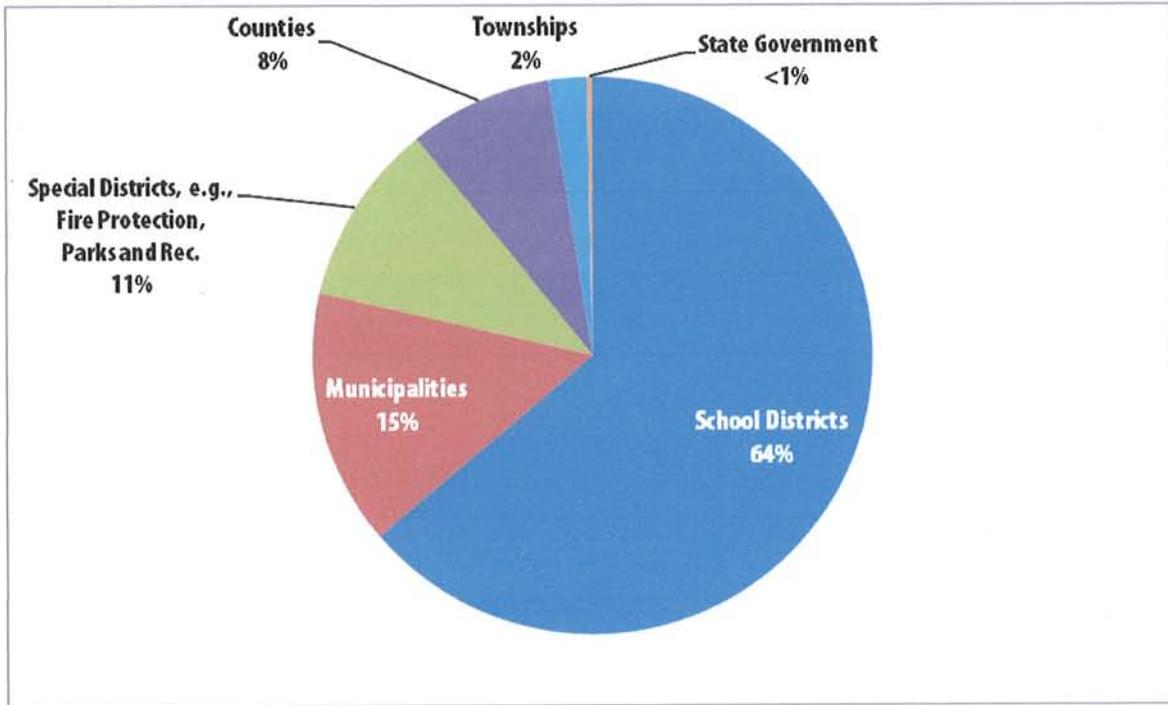
MOTION CARRIED

The meeting was adjourned at 7:13 p.m.

Lorna Giles
Village Clerk

LG/
Attachments

Figure 2. Distribution of Property Tax Revenue in Illinois, By Type of Government



Source: U.S. Bureau of the Census, 2012 Census of Governments.

In comparing tax collections by type of government, it is important to recognize the number and size of governments included. For instance, the City of Chicago is a major player in municipal comparisons. Reliance on property taxes in a specific government depends on other revenue-raising powers. Municipalities have a broader assortment of revenue options than do counties and townships. In addition, home rule municipalities have more powers to adjust their revenue structure and use a variety of other local sources than non-home rule municipalities.

In some states, services such as parks and recreation, fire protection, and libraries, are often provided as municipal or county functions. However, in Illinois, the Comptroller's Office lists 38 separate types of special service districts which represent 11% of property tax collections. Many of these special districts provide services to a small group of residents for specific purposes and usually have few other revenue sources. Thus they rely more on charges for services (e.g., park districts charge fees for sport teams) than on a general property tax. However, in other cases, the special districts must rely on property tax collection.



VILLAGE OF BARTLETT COMMITTEE MINUTES

February 2, 2016

President Wallace called the Committee of the Whole meeting to order at 7:13 p.m.

PRESENT: Trustees Arends (via webcam), Camerer, Carbonaro, Deyne, Hopkins, Reinke, President Wallace were present.

ABSENT: None

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

LICENSE & ORDINANCE COMMITTEE

Volunteer and Board Commission Recognition

Trustee Arends presented a Volunteer Recognition program to recognize those that volunteer their time to serve on our Boards and Commissions. There are presently 30 residents serving. She stated that Trustee Deyne has suggested a program recognizing these individuals. The suggestion from staff is as follows:

5 years	Village Pen
10 years	Locally purchased gift card for \$ 75
15 years	Locally purchased gift card for \$100
20 years	Locally purchased gift card for \$125
25 years	Locally purchased gift card for \$150
30 years	Locally purchased gift card for \$175
35 years	Locally purchased gift card for \$200

Trustee Deyne stated that he wanted to thank staff for the effort put forth in this. He commended them for doing an outstanding job. He stated that the commissioners that serve this Village do an outstanding job. He has had the pleasure of working with some of the commissioners for the last 34 years and he thought it was about time that the Village steps up and recognizes these people for the services they provide. They take time to come to the meetings and it is time away from their families. The diligence that they put forth in researching the projects before them, should also be commended.

President Wallace stated that he thought it was a great idea.

Trustee Arends suggested that they do a locally purchased gift card and not cash.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 2, 2016**

Assistant Village Administrator Schumacher stated that it would be the amounts on the gift card and not cash.

Trustee Arends asked staff to draw this up and it can be voted on at the next Board meeting.

Trustee Hopkins asked if they give anything to commission members that serve only one term?

Administrator Salmons stated that if they retire, the Village gives a vase or a bowl that has the Village logo on it. They are all invited to the Holiday party in December.

President Wallace asked if they really need to move this on to a Board meeting. He suggested a straw pull.

ROLE CALL VOTE TO APPROVE RECOGNITION PROGRAM

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

NAYS: None

ABSENT: None

MOTION CARRIED

The Recognition Program was approved without forwarding to a future Board meeting.

POLICE & HEALTH COMMITTEE

Police Building Study

Trustee Carbonaro introduced Mr. Mark Bushhouse of Williams Architects who conducted a Facility Space Needs Analysis Study of the police department.

Mr. Mark Bushhouse, President of Williams Architects stated that his firm has been around for over 41 years and he has been there almost 29 years. He stated that he has been involved with dozens of municipal planning projects. He is currently involved in Woodridge, Morton Grove and Downers Grove police facilities. He stated that a study was done to review the police department and determine what its long term space needs are. It will also review the condition of the building itself and explore the best option to meet the long term needs of the department. This could mean an addition, remodeling, or even a replacement. He stated that the first part of the process is the "Space Needs Analysis". How much of a building does the department need to operate and conduct its business. They talked with staff about the size of Bartlett and the current population, where that will be going in the future and its impact on the police



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 2, 2016**

department staffing. They toured 3 stations together – Streamwood, Hanover Park and Skokie. Next, they reviewed the condition of the existing police station. His engineering team reviewed the equipment and systems and reported accordingly. They then explored options to provide the kind of space the police department needs on the current site. He wanted to talk with the Board about options and talk about some of the considerations and see if the Board wanted to explore other options. They would then design site plans and budgets.

Findings – population is about 41,700 and that is expected to grow into the upper 40's over the next two to three decades. When they did their tours it was apparent that the Hanover Park and Streamwood police facilities were the best comparable communities. The Hanover Park police department is 63,000 SF and Streamwood is about 51,000 SF. They looked at staffing and the projected growth in population and evaluated that its current staff of 77 may need to grow to approximately 105 staff members in that timeframe of 2-3 decades. The existing building has about 22,900 SF is currently significantly inadequate already to meet today's needs. He believes the new facility should be approximately 53,500 SF. His team evaluated the facility and the exterior walls are in generally good condition but the windows are showing wear and damage. The roof is reaching the years when it will need replacement. The interior is very well maintained and he credited the staff for taking good care of it. There are areas of finishes that are getting worn and outdated. The heating and cooling system is original to the building and past their normal life span. There is continued problems with maintaining a reasonable comfort in the building. The emergency generator is still functional but is inadequate and only able to run a small portion of the facility. It is not appropriate that the police department would not be fully operational in a power outage. The lighting system is inefficient and in today's codes, not acceptable.

They have discussed adding a second floor to the existing building. The building was not designed to add a second floor and therefore they would have to start in the ground and put in bigger footings, add new columns, build an entirely new structure for the second floor. That means removing the existing roof structure and all of the buildings systems that are connected to it go with it. This exposes the inside of the building to the elements while you are working. That means you are completely gutting the inside of the building and building a new structure over the one you have. It is not cost efficient and none of their clients have ever chosen that path.

They have looked at the site and determined that there was insufficient staff parking. They looked at what they would do within the confines of the property the Village currently owns that does not affect the Village Hall or cross property lines. They looked at how to get the facility that they need while trying to keep your police in operation. There are cases where the police department must move completely off-site while they build. One option that allows the police to remain would be to use the visitor parking lot and build a three level facility with a basement and two levels above grade. Once that



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 2, 2016**

is complete, the police can move into this. They can remodel part of the old structure and demolish the rest. This allows the creation of a flow through visitor parking lot between Main Street and Oak Avenue. This allows the current 52 parking space visitor lot to increase to 63 spaces. They would add a small garage for some of the patrol vehicles.

On this land area he believes that they would continue to struggle to provide enough staff parking for the police employees. He recommends that if this is an approach that the Board would like to pursue, some conversation and investigation should be done to find some nearby land that could hold some parking. They need a minimum of 65 spaces but would like to have more like 90 parking spots for the staff. It is quite inconvenient for them to park along Oak Street as they currently have been.

This concept has some good things going for it such as keeping the department operational as they build. It also allows the police department to have a very good presence out on Main Street with a more glassy architecture and nighttime glow. It also maintains the campus between Village Hall and Police, both sharing the same visitor parking lot. This had the most plusses of the concepts explored with staff and does appear to be a viable solution.

Trustee Deyne stated that he had concerns regarding some of the buildings in the downtown area and one has been vacant for some time. He asked if there was any discussion over this property. He would hate to see this structure demolished because it has so much history, however, he does not like the path he sees it going on.

Administrator Salmons stated that they have not had this discussion. She felt that it is something they could consider.

Trustee Deyne asked how much more additional parking this would provide for staff or would it be adequate.

Administrator Salmons stated that they would have to take a look at that. It is prime commercial up there and do they want to take this up with parking lots. There may be better sites they should consider at the same time.

Trustee Carbonaro asked why they would want to do this? Would it be better to repair the old building or will it cause more problems down the line? He asked if the proposed building was going towards Main Street.

Bushhouse stated that the eastern edge of the building would be slightly closer to Main Street than the Fireman's Barn. They looked at a concept that saved the building but it required adding a second floor and build around it. The cons of that were that they doubted it would save any money. It also means that the entire police department



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 2, 2016**

would have to move off-site in temporary quarters for about a year. This would have some significant costs and could be disruptive to their work efforts.

Trustee Carbonaro stated that they have a building north of the new police station, the Fire Barn. He thought they had discussions about using that as a land acquisition and a thoroughfare between Oak and Main for emergency vehicles.

Bushhouse stated that if the Board wanted them to look at some concepts that incorporated that land area they could certainly do so. Any time that more land is added to the concept, it will help them with more interesting options.

Trustee Reinke stated that he appreciated the plans that they shared with the Board. As it's currently configured he didn't see how it could work. The Fire Barn is in pretty rough shape but it is used by the community. It doesn't have parking and usually uses the Village Hall parking which you're shifting away from the Fire Barn. As it currently stands he didn't see this plan working very well. He was concerned about how it would look and function. It is prime downtown real estate and he wanted to be very sensitive to the aesthetics and functionality. He wanted to make sure the cops were visible but at the same time they have traffic issues. He echoed Trustee Camerer and Deyne's thoughts and asked if they can expand the scope. He thought it was a good idea to keep the police station close, if not touching the Village Hall. They should also remain committed to a building that won't be crumbling in 25 years, this should be a 50 year build.

Bushhouse asked if that would include looking for other available properties in the down town.

Trustee Reinke stated that they should be as flexible as possible.

Trustee Camerer asked if they thought about using the current land as parking for the police vehicles and looking at options for off-site parking of the police vehicles as well.

Bushhouse stated that you want the police vehicles immediately adjacent to or parked within the building itself so you can control the security of those vehicles, equipment and firearms that is moving back and forth. That is a pretty high priority. They like to have staff as close as possible but that is not as much of a security issue to have them walk a little bit.

Trustee Camerer asked about the walk being just across the street.

Bushhouse stated "yes".



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 2, 2016**

Administrator Salmons stated that it falls in the category of looking at the potential expansion of the boundaries of the facility.

President Wallace stated that he liked having the police where it is. He liked the concept of being able to see it as you are driving down the road. He asked about the drive-thru parking lot and how it would happen with all the construction going on.

Bushhouse stated that they would do it one phase at a time. They would have to diminish the available parking to the public while in this construction mode. They would have to find other places for the public to park. If they did bring any other land into the possibilities and that afforded some parking land, they would make that available quickly.

Administrator Salmons stated that they would move the staff parking totally off-site, behind the bank or downtown and make that parking lot available for residents visiting the Village Hall.

Trustee Deyne stated that they will work that out when construction starts. He talked about acquiring more property if that is a viable avenue to pursue.

Trustee Hopkins stated that it would be better to find a bigger piece of property. It seems like this would be packing a lot of stuff into this current location. Does the plan include any underground parking?

Bushhouse stated that underground parking can be done but is very expensive and they are trying to do things in a more economical way.

Trustee Deyne stated that they would have to have stormwater detention also.

Bushhouse stated that they would be talking about some permeable paver areas to somewhat lower the stormwater requirements coupled with some underground storage tanks.

Trustee Camerer stated that, historically they have had issues with the downtown area. The parking in front of the Village Hall is at least accessible to the people and businesses. If they start making a breezeway through here, there may be more parking spaces but now you are putting people further and further from the downtown area. He was concerned about how that would affect the businesses and getting people to them. The parking is not optimal in the downtown area. They may be increasing the parking but if you have to walk all the way from Hickory to the front, will people do it.

Trustee Hopkins agreed.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 2, 2016**

Trustee Reinke stated that he could see people trying to bypass the stop light by speeding through the Village Hall parking lot.

Administrator Salmons stated that they do it now.

Trustee Reinke stated that it would be a lot easier if it was a straight shot.

Administrator Salmons stated that one of the things they challenged the architect to do was to see if there was some way to increase some additional parking in the town center out front. As a part of our facility, if there was extra parking, that was not needed for our day to day visitors or the police department that they could benefit from. That is something we have still to accomplish.

Trustee Hopkins asked for cost estimates to move the police station off site and demolish the current police station while adding a three story building so the parking is up front on Oak Avenue. He thought it would still be a feasible option because you still have the parking for the Fire Barn as well as visitors to the downtown.

Trustee Carbonaro stated that if they move off site they will have to acquire some property.

Bushhouse stated that was one of the boundaries at the beginning of this process to stay on the land currently owned. He now understands that the Board is looking at the Fire Barn site and also at the option of tearing down the police station and building it in the same location while maintaining the front parking lot.

Trustee Carbonaro asked how long the construction would take.

Bushhouse stated about 14 months.

Trustee Hopkins asked what the cost estimates were for the other facilities he built.

Bushhouse stated that when you put all costs in except site, this is furniture, consulting, soil testing, they are averaging plus or minus \$400 SF.

Trustee Reinke stated that if they moved the police department temporarily, they would have to have a secured structure with cameras and the evidence locker, etc. If they did find a site, it would be a mess to improve it to the point of where they actually use it and comply with best practices.

Chief Williams stated that was entirely accurate. Personally, they could do whatever the Board directs him to do and make it work – quite frankly it is a nightmare, expensive,



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 2, 2016**

has security issues and usability issues. Towns have made it work but it is very expensive and a rough year.

Trustee Reinke stated that it would be great to use the existing site.

Trustee Camerer asked if it would be more expensive to tear down the building completely or to actually put in pylons and building around the existing building.

Bushhouse stated that it would be ever so slightly cheaper to work around and reuse the existing building shell. However, they will have to make some compromises on building layout because they have to deal with where those walls are. It only has a partial basement – do they dig under the existing building and try to get more square footage there. That is more expensive than anything they do so they would probably say no to that. His hesitation is that this is not inexpensive and there are some real downsides.

Trustee Deyne stated that they are approaching \$20 million dollars.

President Wallace stated that they were once talking about the lots to the west on Oak Street for parking. It would be pretty inconvenient for staff parking over there. It does not seem feasible even for police parking because you want the vehicles in a secure area.

Bushhouse stated that this plan has the police vehicles tucked up against the building. He stated that other communities have had to have the parking a little further away so it can work.

Trustee Carbonaro asked if they were talking about police vehicles or the police employee vehicles.

Bushhouse stated that it was police employee personal vehicles.

Administrator Salmons stated that it was right across the street. There are ways to secure that and still have it very close.

Bushhouse stated that many towns have found that distance to be acceptable.

Trustee Reinke asked if it made any sense to build an addition on the Village Hall to the south? Is there any space on the south side?

Bushhouse stated that it is a pretty narrow slot and then you have the water tower.

Administrator Salmons stated that they are going to cap that well off.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 2, 2016**

Public Works Director Dan Dinges stated that the pump station to the south and the reservoir would stay. The well house to the north where the proposed police station would be will go away.

Bushhouse stated that the options are that they could look at a little larger footprint with maybe the Fire Barn or look at some land on Oak Street (staff parking). Beyond that, if there is other property that you would like to consider, they certainly would. If you are interested in having them look at another site close to the downtown, they could do that as well.

Trustee Carbonaro asked for clarification from Mr. Dinges.

Dinges stated that to the south of the Village Hall is planned to stay. If it makes sense to put the police station to the south then it can be looked at. They would have to replace this somewhere else in the system. Right now, with the cost estimates that Burke did, that facility to the south of Village Hall would remain in place. The Well House to the north of Village Hall would go away.

Trustee Carbonaro concurred with what he said. We have some options to look at other land acquisitions as well.

President Wallace asked what the future of police work looked like? In general terms, the general business idea is to get less office space and less people in offices and more working remotely. Is that something that he is foreseeing? By saying that the population will increase he felt that there is very limited property remaining. He stated that he has seen giant police departments go up and when he walks into them there is nobody there. He felt that they are very rarely used and have big board rooms, etc. He felt that since they have a very small area they should be really smart about this.

Bushhouse stated that police departments are the leaders in municipal government as far as mobile employees. They have been paving the way in showing other municipal departments how to do that. However, police departments have some specialized things that happen there. You have to lock people up and those rooms have to be built a certain way. They have gun ranges that you don't really want to use for anything else during the off times. They have interview rooms and so forth that become very active when certain things happen and less active during day to day when most of the officers are out on the street. The balance for a police department is to have enough specialized spaces to support them well with the particulars of what they do in those events but still looking for opportunities to share spaces where they can. When you arrest somebody, there is no other place to take them. Working with multiple departments this is a question that they talk a lot about. On the Administrative and Records side, the more electronic they get, there are fewer paper records which helps



VILLAGE OF BARTLETT COMMITTEE MINUTES

February 2, 2016

with space issues. They are also looking at smaller personal work spaces with more flexibility where they sit. They are working on how they do locker rooms a little differently which also saves space and makes them unisex.

President Wallace read something about the size of lockers and asked if the current lockers were very small.

Chief Williams stated that they are very small and not useful. They make the best of things. They are challenging the architects to be as cutting edge as they can and find multiple use space so they can stay here and make this footprint work. He used an experiential exercise that just happened last week. There was an armed robber in town where there were multiple suspects and victims that needed to be interviewed. Police departments are crisis driven and part of the day it is a ghost town. Guys are out on the street doing what they do. When a crisis happens, they need to rally and bring community members in and witnesses and suspects and that requires square footage in order to do it effectively and bring these things to successful resolutions. They do not have that, he has suspects meeting victims in hallways and overhearing conversations in the room next door. There are victims crying and witnesses hearing that and becoming upset. They are just on top of each other and it does not work. They are doing everything they can to stay here and make this work for the Village while using the space as cutting edge as possible.

President Wallace asked what the downside is of moving away from the Village.

Chief Williams stated that is a policy decision by the Board and their commitment. Do you want them downtown or to find an off-site property. That is a viable option that they have not let the architect explore because he has been challenged to make this work here until further direction.

President Wallace thought it would be interesting to hear the ups and downs of having the police department close. He stated that Hanover Park completely remoted their facility to the outside of their village. He liked the fact that the current location is generally in the middle and has access to most parts of the town. He would like to see the ups and downs of being next to Village Hall or away.

Trustee Arends stated that she would like to see that also.

Administrator Salmons stated that when you start from a blank slate it is going to be more cost effective to build a building. Her concern is to take the police out of downtown would not be a good idea. The amount of people that we have coming down here and working down here, and those are some of our goals for keeping people down here. The other thing is that this facility will be tax exempt so as we are putting it in a commercial area, they are taking land off the tax rolls.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 2, 2016**

President Wallace stated that they have a viable 22,000 SF building that still works.

Bushhouse stated that smaller communities really do suffer if you spread them out and pull them away from each other. As communities get larger and larger, the police department's functions become increasingly robust and they are having more and more security things happening on the back side of their building. At some point, as towns get large enough, there is a concern that they are bringing enough police activity near the Village Hall and enough special things happening at a police department that most municipalities chose to separate them. Clearly Bartlett is not at this level.

President Wallace stated that for clarification, they should explore the idea of possibly a land acquisition with the Fire Barn. Explore other sites, as well as demolishing the current police station and building a new one on the same footprint.

Trustee Hopkins stated that they should look south of Village Hall to see how feasible that land is. He would like to see some costs on that.

Bushhouse asked if they would build on the water treatment area south of that.

Trustee Hopkins stated either build there or make it a parking lot.

Trustee Reinke agreed that they should go further south. They need to exhaust every possibility in the downtown before they start thinking about separating the police station on a different site. They can't leave any stone unturned.

Trustee Carbonaro agreed.

Trustee Reinke stated that it was important to keep the Village Hall and the police station together.

Trustee Deyne felt that they should not spend any money looking at that concept until they have the results of what they are looking at right now. He agrees to keep the police station with the Village Hall.

Trustee Camerer asked if it was a viable option to do something to incorporate the basement area of the Village Hall. It is a pretty big space.

Bushhouse stated that maybe some archive or storage might be acceptable.

Trustee Deyne stated that he thought they were using it now for evidence storage.

Chief Williams stated surplus supply.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 2, 2016**

Trustee Camerer asked how big the basement area was.

Administrator Salmons stated that it has different areas where department store things in locked cages.

Trustee Camerer asked if it would be feasible if the police department moved into the basement while they did the demolition.

Chief Williams stated that it is as feasible as anywhere else and they would look at that.

President Wallace stated that the basement is the emergency command post.

Trustee Hopkins suggested a questionnaire on the website and open it up to the public for comments. He stated that it is difficult for some residents to come to the meetings.

Administrator Salmons asked if he wanted to ask for input on things that might not be feasible?

Trustee Hopkins stated that they would just ask for any ideas.

Trustee Arends stated that often times when we ask the public for input and don't use any of it, they are disenfranchised. She thinks this is such great importance, perhaps we should let the experts do their job. She felt that they could come up with as many questions as other people. She felt that they should wait on that.

Chief Williams stated that once they get comfortable with the site they could have the architect do a more detailed study of what it actually looks like and then we can articulate what that is and why it works. They can open that up for community review which would be useful.

Trustee Hopkins stated that he didn't want to get too far along and some residents don't know what they are talking about or the fact that we are putting in a \$20 million dollar police station. He felt that they should be aware of what we are doing.

Administrator Salmons stated that she thought there would be an article on the website in a few days talking about the Board's discussion.

Bushhouse stated that he did not hear a complete consensus on all the ideas he was to consider.

Trustee Deyne stated that they talked about additional land acquisition.

Administrator Salmons stated that she has a compiled list.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 2, 2016**

Trustee Camerer stated that as they talk about the land acquisition, would it be possible to envision what it would take to put the new addition in the current parking lot of the police vehicles with the thought of potentially putting secure parking across the street, even for police vehicles.

President Wallace asked if there were any objectives that would consider moving another story onto the Village Hall?

Bushhouse stated that he didn't know if this building was designed to have another floor added.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 8:09 p.m.

Lorna Giles
Village Clerk

LG/

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

100-GENERAL FUND REVENUES

430300-VILLAGE FINES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NATHAN BIRCH	PARKING TICKET REFUND	30.00
1 DAVE SALVADORI	PARKING TICKET REFUND	30.00
INVOICES TOTAL:		60.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - FEB 2016	261,693.90
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - FEB 2016	2,812.89
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - FEB 2016	778.93
** 1 BRIGIDO PALOMO	DENTAL PREMIUM REFUND	117.63
INVOICES TOTAL:		265,403.35

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NEWSPAPER SUBSCRIPTION	32.50
1 CRAIN'S CHICAGO BUSINESS	SUBSCRIPTION RENEWAL	35.00
1 PADDOCK PUBLICATIONS INC	ANNUAL SUBSCRIPTION RENEWAL	189.80
INVOICES TOTAL:		257.30

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INDEX TABS	17.85
INVOICES TOTAL:		17.85

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CONFERENCE REGISTRATION FEES	470.00
INVOICES TOTAL:		470.00

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	510.19
INVOICES TOTAL:		510.19

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	AWARD/SET-UP FEES	71.50
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	173.19

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 2/16/2016

INVOICES TOTAL: 244.69

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
<u>INVOICES TOTAL:</u>		<u>2,925.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COULTER TRANSPORTATION	TRAFFIC ENGINEERING SERVICES	150.00
<u>INVOICES TOTAL:</u>		<u>150.00</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	21.66
<u>INVOICES TOTAL:</u>		<u>21.66</u>

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	LEGAL PUBLICATION	77.05
<u>INVOICES TOTAL:</u>		<u>77.05</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CUPS/NAPKINS/LANYARDS	50.03
1 WAREHOUSE DIRECT	TONER	213.09
<u>INVOICES TOTAL:</u>		<u>263.12</u>

1500-COMMUNITY DEVELOPMENT

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	FLOOR EASEL/TAPE	115.09
<u>INVOICES TOTAL:</u>		<u>115.09</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1-800-BOARDUP	BOARD-UP SERVICES	288.00
1 A-1 TROPHIES & AWARDS INC	NAMEPLATE	14.95
<u>INVOICES TOTAL:</u>		<u>302.95</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

1600-BUILDING

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	CODE BOOKS	184.00
		<u>INVOICES TOTAL: 184.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW BULLETIN PUBLISHING CO	PRINTING SERVICES	847.00
		<u>INVOICES TOTAL: 847.00</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICES	43.45
1 AMERI-SHRED INC	PAPER SHREDDING SERVICES	60.00
1 ALICE BENDIG	SKETCH ARTIST DRAWINGS	400.00
1 VERIZON WIRELESS	WIRELESS SERVICES	684.20
		<u>INVOICES TOTAL: 1,187.65</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,052.97
		<u>INVOICES TOTAL: 1,052.97</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POWER DMS INC	USER LICENSE SUBSCRIPTION/TRAINING	1,517.13
		<u>INVOICES TOTAL: 1,517.13</u>

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL CARE	ANIMAL SERVICES	135.00
		<u>INVOICES TOTAL: 135.00</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE	VEHICLE CLEANING SUPPLIES	89.94
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	34.75
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	793.36
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	51.38
1 MR CAR WASH	JANUARY CAR WASHES	158.47

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

1 ULTRA STROBE COMMUNICATIONS INC	NEW LIGHTBAR INSTALLATION	409.45
1 ULTRA STROBE COMMUNICATIONS INC	NEW LIGHTBAR INSTALLATION	409.45
1 ZIMMERMAN FORD INC	VEHICLE MAINTENANCE	534.24
	<u>INVOICES TOTAL:</u>	<u>2,526.84</u>

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	2,334.70
	<u>INVOICES TOTAL:</u>	<u>2,334.70</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	155.05
1 H R DIRECT	EMPLOYEE OF THE MONTH PINS	291.43
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	268.95
1 PRESENTA PLAQUE CORP	PLAQUES	276.48
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	144.35
1 STATE GRAPHICS	POLICE EVIDENCE LABELS	163.54
1 TOPS IN DOG TRAINING	K-9 TRAINING/LUTHER SUPPLIES	148.00
1 ULINE	EVIDENCE SUPPLIES	593.34
1 ULINE	EVIDENCE SUPPLIES	127.62
1 WAREHOUSE DIRECT	INKJET CARTRIDGES/PENS	28.87
1 WAREHOUSE DIRECT	TONER	150.22
	<u>INVOICES TOTAL:</u>	<u>2,347.85</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO UNIFORM COMPANY	SHIRTS	161.00
1 RAY O'HERRON CO INC	TRAFFIC VEST	54.99
1 STREICHER'S	BODY ARMOR	590.00
	<u>INVOICES TOTAL:</u>	<u>805.99</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EBAY PAYPAL FEES	50.00
	<u>INVOICES TOTAL:</u>	<u>50.00</u>

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HILLTOP GUNSHOP LLC	RIFLE REPLACEMENT PARTS	563.00
1 MEGGITT TRAINING SYSTEMS INC	RANGE REPAIRS	1,076.95
1 SHOOTING TARGETS 7 LLC	STEEL TARGETS/HARDWARE	561.54
	<u>INVOICES TOTAL:</u>	<u>2,201.49</u>

532200-OFFICE SUPPLIES

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

1 WAREHOUSE DIRECT	INKJET CARTRIDGES/PENS	299.61
1 WAREHOUSE DIRECT	NOTARY STAMP	27.50
1 WAREHOUSE DIRECT	LABELS/FOLDERS	175.23
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-6.09
	INVOICES TOTAL:	496.25

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	13.23
	INVOICES TOTAL:	13.23

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KATHRYN R JUZWIN	CONSULTING SERVICES	1,800.00
1 POWER DMS INC	USER LICENSE SUBSCRIPTION/TRAINING	3,800.00
1 CHRISTOPHER SOLESKY	TRAINING EXPENSES	42.60
1 ROBERT SWEENEY	TRAINING EXPENSES	69.00
1 TOPS IN DOG TRAINING	K-9 TRAINING/LUTHER SUPPLIES	250.00
1 BRUCE WALSTAD	TRAINING FEES	160.00
	INVOICES TOTAL:	6,121.60

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	EXTINGUISHER INSPECTION/SUPPLIES	376.22
1 WORLDPOINT ECC INC	CPR MASKS	127.20
	INVOICES TOTAL:	503.42

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FBI NATIONAL ACADEMY ASSOC INC	DUES/WILLIAMS MEMBER ID #17450	95.00
1 FBI NATIONAL ACADEMY ASSOC INC	DUES/LEONAS MEMBER ID #41646	95.00
1 NORTHERN IL POLICE ALARM SYSTEM	MEMBERSHIP DUES	400.00
1 NORTHERN IL POLICE ALARM SYSTEM	EMERGENCY SERVICES TEAM DUES	4,800.00
1 NORTHERN IL POLICE ALARM SYSTEM	MOBILE FIELD FORCE DUES	1,135.00
	INVOICES TOTAL:	6,525.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LITTLE BOOTS FOUNDATION	NNO CHILDREN'S ACTIVITIES	400.00
	INVOICES TOTAL:	400.00

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VILLAGE SUDS STATION INC	DETENTION BLANKET CLEANING	13.55
	INVOICES TOTAL:	13.55

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH SERVICES	800.00
INVOICES TOTAL:		800.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN THOMAS INC	TRAFFIC COUNTERS	3,059.52
INVOICES TOTAL:		3,059.52

1800-STREET MAINTENANCE

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	95.91
1 UNIFIRST CORP	UNIFORM RENTAL	95.91
INVOICES TOTAL:		191.82

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.11
1 CONTINENTAL WEATHER SERVICE	MONTHLY WEATHER FORECASTING	150.00
1 VERIZON WIRELESS	WIRELESS SERVICES	179.62
1 VERIZON WIRELESS	WIRELESS SERVICES	4.81
INVOICES TOTAL:		336.54

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDAMERICAN ENERGY SERVICES LLC	ELECTRIC BILL	9,689.56
1 NICOR GAS	GAS BILL	268.80
1 NICOR GAS	GAS BILL	593.97
INVOICES TOTAL:		10,552.33

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	SNOW PLOWING SERVICES	900.00
INVOICES TOTAL:		900.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE SUPPLIES	8.88
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE SUPPLIES	46.67
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	74.50
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	369.10
1 REAL'S TIRE SERVICE	VEHICLE MAINTENANCE	304.00
INVOICES TOTAL:		803.15

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HR GREEN INC	BRIDGE MAINTENANCE	2,209.25
	INVOICES TOTAL:	2,209.25

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIG/STREET LIGHT MAINT	1,001.00
	INVOICES TOTAL:	1,001.00

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT REPAIRS	2,959.00
	INVOICES TOTAL:	2,959.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	80.53
1 CRESCENT ELECTRIC SUPPLY CO	LIGHTING SUPPLIES	650.00
1 GRAINGER	ID KEY TAGS	35.95
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	1,512.94
1 PRO CHEM INC	CLEANING SUPPLIES	165.21
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	307.76
1 ARLENE SIBLEY	REIMBURSEMENT/DAMAGED MAILBOX	64.17
1 TAPCO	MATERIALS & SUPPLIES	148.22
	INVOICES TOTAL:	2,964.78

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	232.93
	INVOICES TOTAL:	232.93

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PENS/FOLDERS/MARKERS	34.28
1 WAREHOUSE DIRECT	PAPER TOWELS/CLEANING SUPPLIES	186.69
1 WAREHOUSE DIRECT	CLEANING SUPPLIES	32.87
	INVOICES TOTAL:	253.84

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CARGILL INC - SALT DIVISION	ROAD SALT PURCHASE	4,572.61
1 CARGILL INC - SALT DIVISION	ROAD SALT PURCHASE	18,162.58
1 CARGILL INC - SALT DIVISION	ROAD SALT PURCHASE	1,438.29
1 CARGILL INC - SALT DIVISION	ROAD SALT PURCHASE	13,980.31
1 CARGILL INC - SALT DIVISION	ROAD SALT PURCHASE	4,673.09

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

INVOICES TOTAL: 42,826.88

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	EQUIPMENT MAINTENANCE SUPPLIES	368.64
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	34.75
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	31.45
1 CAROL STREAM LAWN & POWER	EQUIPMENT REPAIRS	93.69
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	45.82
1 FASTENAL CO	EQUIPMENT MAINTENANCE SUPPLIES	49.46
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	148.22
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT REPAIRS/MATERIALS	1,226.48
1 WHOLESALE DIRECT INC	EQUIPMENT SUPPLIES	139.35
<u>INVOICES TOTAL:</u>		<u>2,137.86</u>

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRAFFIC CONTROL & PROTECTION INC	MAINTENANCE SUPPLIES	92.95
1 U S STANDARD SIGN CO	MAINTENANCE SUPPLIES	947.80
<u>INVOICES TOTAL:</u>		<u>1,040.75</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAFARGE AGGREGATES ILLINOIS INC	GRAVEL PURCHASE	207.24
1 WESTERN REMAC INC	REPAIRS TO VILLAGE SIGN	4,425.00
<u>INVOICES TOTAL:</u>		<u>4,632.24</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	33.94
1 WEBMARC DOORS INC	COMMERCIAL DOOR REPAIRS	377.00
<u>INVOICES TOTAL:</u>		<u>410.94</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT LIGHTING AND DESIGN	LIGHTING SUPPLIES	244.80
1 ELMUND & NELSON CO	STREET LIGHT REPAIRS	140.00
<u>INVOICES TOTAL:</u>		<u>384.80</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE MORTON ARBORETUM	MEMBERSHIP RENEWAL	60.00
<u>INVOICES TOTAL:</u>		<u>60.00</u>

574800-TREE PURCHASES

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

1 THE FIELDS ON CATON FARM INC	TREE PURCHASE	74,745.00
		<u>INVOICES TOTAL: 74,745.00</u>

4200-MUNICIPAL BLDG PROJECTS EXP

585016-POLICE BUILDING RENOVATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAMS ARCHITECTS	POLICE STATION STUDY	7,780.68
		<u>INVOICES TOTAL: 7,780.68</u>

430000-DEVELOPER DEPOSITS FUND

245000-DONATIONS DUE TO LIBRARY

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PUBLIC LIBRARY	DEVELOPER DONATIONS	1,015.84
		<u>INVOICES TOTAL: 1,015.84</u>

245001-DONATIONS DUE TO FIRE DISTRICT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT FIRE PROTECTION DISTRICT	DEVELOPER DONATIONS	1,404.45
		<u>INVOICES TOTAL: 1,404.45</u>

245002-DONATIONS DUE TO PARK DISTRICT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PARK DISTRICT	DEVELOPER DONATIONS	13,128.00
		<u>INVOICES TOTAL: 13,128.00</u>

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARCIN GALECKI	VBR BOND REFUND	500.00
1 DENNIS RUSIN	VBR BOND REFUND	100.00
		<u>INVOICES TOTAL: 600.00</u>

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW BULLETIN PUBLISHING CO	ADVERTISING	625.00
		<u>INVOICES TOTAL: 625.00</u>

5000-WATER OPERATING EXPENSES

520025-ELGIN WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	405,769.63

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

INVOICES TOTAL: 405,769.63

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	131.09
1 UNIFIRST CORP	UNIFORM RENTAL	36.52
INVOICES TOTAL:		167.61

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	BACKFLOW TRACKING PROGRAM	865.65
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,539.75
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
INVOICES TOTAL:		13,698.73

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	179.62
INVOICES TOTAL:		179.62

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PDC LABORATORIES INC	ANALYTICAL TESTING	35.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	627.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	119.00
INVOICES TOTAL:		781.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	317.31
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,697.63
1 CONSTELLATION ENERGY	ELECTRIC BILL	5,020.56
1 CONSTELLATION ENERGY	ELECTRIC BILL	2,774.99
1 CONSTELLATION ENERGY	ELECTRIC BILL	9,381.74
1 NICOR GAS	GAS BILL	251.87
1 NICOR GAS	GAS BILL	99.48
1 NICOR GAS	GAS BILL	78.46
INVOICES TOTAL:		19,622.04

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,063.53
INVOICES TOTAL:		1,063.53

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	80.53

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

INVOICES TOTAL: 80.53

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST WATER GROUP INC	CHEMICAL SUPPLIES	189.30
		<u>INVOICES TOTAL: 189.30</u>

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	257.46
		<u>INVOICES TOTAL: 257.46</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER DEPT ENVELOPES	212.50
1 WAREHOUSE DIRECT	PENS/FOLDERS/MARKERS	34.29
1 WAREHOUSE DIRECT	PAPER TOWELS/CLEANING SUPPLIES	186.69
		<u>INVOICES TOTAL: 433.48</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	34.75
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	31.45
1 GRAINGER	CIRCULATOR PUMP	390.38
1 GRAINGER	MOTOR/SUPPLIES	243.97
1 GRAINGER	ELECTRIC HEATERS/THERMOSTATS	2,080.85
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	119.99
		<u>INVOICES TOTAL: 2,901.39</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAFARGE AGGREGATES ILLINOIS INC	GRAVEL PURCHASE	207.24
		<u>INVOICES TOTAL: 207.24</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	METER READING EQUIPMENT	8,200.00
		<u>INVOICES TOTAL: 8,200.00</u>

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PLAZA LLC	REFUND/WATER BILL OVERPAYMENT	863.56
** 1 E CARSTENS	REFUND/WATER BILL OVERPAYMENT	970.06
1 MICHAEL FRANZONE	REFUND/WATER BILL OVERPAYMENT	80.91

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**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

1 RICHARD C HARRELSON	REFUND/WATER BILL OVERPAYMENT	31.60
1 MATTHEW WINDSOR	REFUND/WATER BILL OVERPAYMENT	69.52
1 DORIS B ZILLMANN	REFUND/WATER BILL OVERPAYMENT	28.44
	INVOICES TOTAL:	<u>2,044.09</u>

5100-SEWER OPERATING EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	65.87
1 UNIFIRST CORP	UNIFORM RENTAL	87.61
	INVOICES TOTAL:	<u>153.48</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	179.62
	INVOICES TOTAL:	<u>179.62</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	304.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	133.50
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	652.20
	INVOICES TOTAL:	<u>1,089.70</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	105.19
1 CONSTELLATION ENERGY	ELECTRIC BILL	106.10
1 CONSTELLATION ENERGY	ELECTRIC BILL	86.78
1 CONSTELLATION ENERGY	ELECTRIC BILL	269.00
1 CONSTELLATION ENERGY	ELECTRIC BILL	118.31
1 CONSTELLATION ENERGY	ELECTRIC BILL	262.85
1 CONSTELLATION ENERGY	ELECTRIC BILL	253.53
1 CONSTELLATION ENERGY	ELECTRIC BILL	275.59
1 CONSTELLATION ENERGY	ELECTRIC BILL	193.54
1 CONSTELLATION ENERGY	ELECTRIC BILL	464.43
1 CONSTELLATION ENERGY	ELECTRIC BILL	296.13
1 CONSTELLATION ENERGY	ELECTRIC BILL	453.78
1 CONSTELLATION ENERGY	ELECTRIC BILL	459.23
1 CONSTELLATION ENERGY	ELECTRIC BILL	35,799.12
1 CONSTELLATION ENERGY	ELECTRIC BILL	154.29
1 NICOR GAS	GAS BILL	21.56
1 NICOR GAS	GAS BILL	28.65
1 NICOR GAS	GAS BILL	80.65
1 NICOR GAS	GAS BILL	754.58
1 NICOR GAS	GAS BILL	504.29
1 NICOR GAS	GAS BILL	26.67
1 NICOR GAS	GAS BILL	79.78

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**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

1 NICOR GAS	GAS BILL	38.13
1 NICOR GAS	GAS BILL	81.13
1 NICOR GAS	GAS BILL	26.14
1 NICOR GAS	GAS BILL	81.51
INVOICES TOTAL:		41,020.96

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ACTION LOCK & KEY INC	PADLOCKS/CYLINDERS/KEYS	493.35
1 CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	80.53
1 GRAPHIC CONTROLS LLC	MATERIALS & SUPPLIES	428.35
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	85.91
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	128.46
1 THERMO FISHER SCIENTIFIC	MATERIALS & SUPPLIES	256.50
INVOICES TOTAL:		1,473.10

530120-CHEMICAL SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SOLENIS LLC	CHEMICAL SUPPLIES	3,893.00
INVOICES TOTAL:		3,893.00

530150-SMALL TOOLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GRAINGER	DRILL SET/TOOLS/SUPPLIES	631.09
INVOICES TOTAL:		631.09

530160-SAFETY EQUIPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 PRO CHEM INC	SAFETY SUPPLIES	247.11
1 PRO CHEM INC	LATEX GLOVES	227.71
INVOICES TOTAL:		474.82

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	SORTERS/CORRECTION TAPE	101.42
INVOICES TOTAL:		101.42

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ATLAS BOILER & WELDING CO INC	BOILER REPAIRS	1,554.53
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	34.76
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	31.46
1 HD SUPPLY WATERWORKS LTD	EQUIPMENT MAINTENANCE SUPPLIES	760.02
1 LAKESIDE EQUIPMENT CORP	EQUIPMENT MAINTENANCE SUPPLIES	1,465.00
1 USA BLUE BOOK	SENSOR	482.14
1 USA BLUE BOOK	EQUIPMENT SUPPLIES	58.86
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	22.95

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	73.99
		INVOICES TOTAL: 4,483.71

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAFARGE AGGREGATES ILLINOIS INC	GRAVEL PURCHASE	207.25
		INVOICES TOTAL: 207.25

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TPC TRAINCO	SEMINAR REGISTRATION FEES	1,980.00
		INVOICES TOTAL: 1,980.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	GAS MONITOR	5,274.00
		INVOICES TOTAL: 5,274.00

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	50.53
		INVOICES TOTAL: 50.53

5190-SEWER CAPITAL PROJECTS EXP

582023-PHOSPHOROUSE REMOVAL SYSTEM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WASTEWATER FACILITY PLAN UPDATE	1,103.08
		INVOICES TOTAL: 1,103.08

520-PARKING FUND REVENUES

450200-PARKING METER REVENUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAM BECKLEY	PARKING PERMIT REFUND	60.00
		INVOICES TOTAL: 60.00

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00

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**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

INVOICES TOTAL: 36.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	64.53
1 NICOR GAS	GAS BILL	233.87
		<u>INVOICES TOTAL: 298.40</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	24.95
		<u>INVOICES TOTAL: 24.95</u>

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JAN 2016	570.00
		<u>INVOICES TOTAL: 570.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	COOLER REPAIRS	400.92
1 TEMPERATURE ENGINEERING INC	THERMOSTAT BOX REPLACEMENT	232.25
1 TEMPERATURE ENGINEERING INC	HEATING UNIT REPAIRS	398.31
		<u>INVOICES TOTAL: 1,031.48</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,128.14
1 NICOR GAS	GAS BILL	84.68
1 NICOR GAS	GAS BILL	508.63
		<u>INVOICES TOTAL: 1,721.45</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/SOAP/SUPPLIES	113.21
		<u>INVOICES TOTAL: 113.21</u>

534330-PURCHASES - BAGS/HEADCOVERS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NIKE USA INC	GOLF BAGS	606.00
		<u>INVOICES TOTAL: 606.00</u>

534331-PURCHASES - GOLF SHOES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NIKE USA INC	GOLF SHOES	340.87

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

1 NIKE USA INC	GOLF SHOES	1,268.80
		<u>INVOICES TOTAL:</u> 1,609.67

534332-PURCHASES - GOLF BALLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NIKE USA INC	GOLF BALLS	76.50
		<u>INVOICES TOTAL:</u> 76.50

534333-PURCHASES - GOLF CLUBS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COBRA PUMA GOLF INC	DEMO DRIVERS	386.36
		<u>INVOICES TOTAL:</u> 386.36

546900-CONTINGENCIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	EBAY FEES/BARTLETT HILLS EQUIP	60.00
		<u>INVOICES TOTAL:</u> 60.00

5510-GOLF MAINTENANCE EXPENSES

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	155.25
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	41.23
1 R & R PRODUCTS INC	EQUIPMENT MAINTENANCE SUPPLIES	1,247.00
1 R & R PRODUCTS INC	EQUIPMENT MAINTENANCE SUPPLIES	599.25
1 VALLEY HYDRAULIC SERVICE INC	EQUIPMENT SUPPLIES	14.15
		<u>INVOICES TOTAL:</u> 2,056.88

534500-GROUNDS MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	165.05
		<u>INVOICES TOTAL:</u> 165.05

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	262.65
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	262.65
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	483.60
		<u>INVOICES TOTAL:</u> 1,008.90

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MIDWEST ASSOC OF GOLF COURSE	MONTHLY MEETING REGISTRATION	50.00
		<u>INVOICES TOTAL:</u> 50.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JAN 2016	75.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	181.88
1 ROSCOE CO	MATS	54.89
INVOICES TOTAL:		311.77

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	125.79
1 CONSTELLATION ENERGY	ELECTRIC BILL	550.00
1 NICOR GAS	GAS BILL	70.00
1 NICOR GAS	GAS BILL	250.00
INVOICES TOTAL:		995.79

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/SOAP/SUPPLIES	40.45
INVOICES TOTAL:		40.45

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	53.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JAN 2016	75.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	181.87
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	183.08
1 ROSCOE CO	MATS	50.00
INVOICES TOTAL:		595.45

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	ADVERTISING	40.00
1 WEDDING SPOT INC	ADVERTISING	1,200.00
INVOICES TOTAL:		1,240.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	550.00
1 NICOR GAS	GAS BILL	70.00
1 NICOR GAS	GAS BILL	250.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

INVOICES TOTAL: 870.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/SOAP/SUPPLIES	40.45
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	12.95
1 MLA WHOLESALE INC	FLOWERS	34.45
<u>INVOICES TOTAL:</u>		<u>87.85</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	POCKET FOLDERS	53.12
<u>INVOICES TOTAL:</u>		<u>53.12</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	98.90
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	262.92
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	52.00
1 TURANO BAKING CO	FOOD PURCHASE	34.84
<u>INVOICES TOTAL:</u>		<u>448.66</u>

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	44.74
<u>INVOICES TOTAL:</u>		<u>44.74</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	84.90
1 COMCAST	VPN SERVICE	134.85
1 TIME BUSINESS SYSTEMS INC	VOICEMAIL MAINTENANCE	224.00
<u>INVOICES TOTAL:</u>		<u>443.75</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	BINDERS/INDEX TABS	250.75
<u>INVOICES TOTAL:</u>		<u>250.75</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	150.00
1 ACTION LOCK & KEY INC	DOOR INSTALLATION SERVICES	1,790.07
1 ACTION LOCK & KEY INC	DOOR PANIC BAR REPAIRS	150.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	128.00
1 MIDCO INC	DOOR ALARM REPAIRS	191.77
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	1,213.27
1 TIME BUSINESS SYSTEMS INC	VOICEMAIL MAINTENANCE	154.50
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
INVOICES TOTAL:		<u>3,903.01</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	TELEPHONE BILL	79.59
** 1 CARDMEMBER SERVICE	P.W. PHONE CIRCUIT/VLG DSL LINE	763.00
1 FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	349.00
1 VERIZON WIRELESS	WIRELESS SERVICES	114.03
INVOICES TOTAL:		<u>1,305.62</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	241.74
INVOICES TOTAL:		<u>241.74</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES COCA COLA DISTRIBUTION	SOFT DRINK PURCHASE	187.20
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	191.82
1 WAREHOUSE DIRECT	CUPS/NAPKINS/LANYARDS	136.13
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS	570.42
INVOICES TOTAL:		<u>1,085.57</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS	175.98
INVOICES TOTAL:		<u>175.98</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	233.07
1 SHI	IPAD PRO	1,012.00
INVOICES TOTAL:		<u>1,245.07</u>

7000-POLICE PENSION EXPENDITURES

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE CENTER FOR SPORTS	MEDICAL EXAM FEES	905.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2016**

1 INSPE ASSOCIATES LTD	MEDICAL EXAM REVIEW	1,950.00
	INVOICES TOTAL:	2,855.00

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 IPPFA	SEMINAR REGISTRATION	150.00
		INVOICES TOTAL:	150.00

GRAND TOTAL: 1,021,069.10

GENERAL FUND	452,584.55
MUNICIPAL BUILDING FUND	7,780.68
DEVELOPER DEPOSITS FUND	16,148.29
BREWSTER CREEK TIF MUN ACCT	625.00
WATER FUND	455,595.65
SEWER FUND	62,115.76
PARKING FUND	419.35
GOLF FUND	14,098.59
CENTRAL SERVICES FUND	8,696.23
POLICE PENSION FUND	3,005.00
GRAND TOTAL	1,021,069.10

** Indicates pre-issue check.

CASH & INVESTMENT REPORT

December 31, 2015

Fund	Detail of Ending Balance			Net	
	11/30/2015	Receipts	Disbursements		Assets/Liab.
General	13,218,098	1,500,492	1,445,387	4,428,231	13,273,203
MFT	3,191,860	460,891	0	1,744,943	3,652,751
Debt Service	340,092	13,637	0	117,837	353,728
Capital Projects	(2,613,121)	1,843,303	(628,034)	0	(141,783)
Municipal Building	1,111,696	16,139	4,965	293,987	1,122,871
Developer Deposits	4,612,289	13,630	39,987	91,194	4,585,931
Town Center TIF	457,384	17	0	92,441	457,400
59 & Lake TIF	0	0	0	0	0
BC Municipal TIF	482,333	5,091	38,940	157,761	448,484
Bluff City Tif Municipal	5,066	0	0	1,690	5,067
Water	22,938,523	509,481	659,880	1,015,254	22,788,125
Sewer	23,060,947	264,112	367,586	581,221	22,957,473
Parking	82,625	23,224	13,086	7,222	92,763
Golf	1,834,642	66,317	118,642	0	1,782,317
Central Services	794,056	85,106	53,488	245,518	825,674
Vehicle Replacement	3,211,548	54,418	0	503,608	3,265,967
TOTALS	72,728,040	4,855,857	2,113,928	9,280,908	75,469,968

Fund	Detail of Ending Balance			Net
	Cash	Investments	Assets/Liab.	
BC Project TIF	5,311,649	0	0	5,311,648
Bluff City Project TIF	24	0	0	24
Bluff City SSA Debt Srv.	339,239	0	0	339,239
Police Pension	2,082,393	31,898,512	124,931	34,105,836



Jeff Martynowicz
Finance Director

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

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	15,102,180	22,037,480	68.53%	14,346,278	22,428,287	63.97%
MFT	745,248	1,029,000	72.42%	737,548	1,065,000	69.25%
Debt Service	1,400,231	1,754,978	79.79%	1,964,788	1,966,388	99.92%
Capital Projects	1,881,159	1,664,875	112.99%	2,419,834	2,127,844	113.72%
Municipal Building	16,780	2,900	578.64%	74,074	844,360	8.77%
Developer Deposits	18,211	57,375	31.74%	359,156	992,783	36.18%
Town Center TIF	212	0	100.00%	0	0	0.00%
Bluff City SSA	457,708	990,805	46.20%	1,015,976	1,220,000	83.28%
59 & Lake TIF	0	59,000	0.00%	0	59,000	0.00%
Bluff City Municipal TIF	1,172	900	0.00%	0	0	0.00%
Bluff City Project TIF	18,321	1,975,000	0.06%	18,312	1,975,000	0.93%
Brewster Creek Municipal TIF	496,375	575,500	86.25%	400,959	657,057	61.02%
Brewster Creek Project TIF	8,755,254	4,155,600	210.69%	6,734,459	4,143,618	162.53%
Water	4,504,749	13,081,000	34.44%	4,490,585	12,993,001	34.56%
Sewer	2,221,976	8,170,900	27.19%	2,583,260	8,406,140	30.73%
Parking	153,155	225,100	68.04%	153,579	219,671	69.91%
Golf	1,816,463	2,366,150	76.77%	1,618,676	2,351,519	68.84%
Central Services	681,051	1,021,763	66.65%	665,054	1,132,075	58.75%
Vehicle Replacement	421,587	670,270	62.90%	290,338	747,500	38.84%
Police Pension	1,057,651	2,151,070	49.17%	944,013	2,121,070	44.51%
Subtotal	39,749,484	61,989,666	64.12%	38,816,888	65,450,313	59.31%
Less Interfund Transfers	(2,338,798)	(3,489,053)	67.03%	(2,338,798)	(3,489,053)	67.03%
Total	37,410,685	58,500,613	63.95%	36,478,090	61,961,260	58.87%

Subtotal	38,816,888	65,450,313	59.31%	38,816,888	65,450,313	59.31%
Less Interfund Transfers	(2,338,798)	(3,489,053)	67.03%	(2,338,798)	(3,489,053)	67.03%
Total	36,478,090	61,961,260	58.87%	36,478,090	61,961,260	58.87%

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

Fund	Current Year		Prior YTD %
	Actual	Budget	
Property Taxes	7,480,598	9,354,364	79.97%
Sales Taxes (General Fund)	1,491,756	2,115,000	70.53%
Income Taxes	3,054,097	4,125,000	74.04%
Telecommunications Tax	695,035	1,175,000	59.15%
Real Estate Transfer Tax	386,930	510,000	75.87%
Building Permits	366,193	675,500	54.21%
MFT	742,635	1,025,000	72.45%
Water Charges	4,412,445	7,175,000	61.50%
Sewer Charges	2,156,009	3,250,500	66.33%
Interest Income	31,720	63,350	50.07%
Gas Utility Tax	321,954	1,085,000	29.67%
Electric Utility Tax	236,809	306,000	77.39%

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

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	1,044,363	1,386,150	75.34%
Expenses	881,016	1,303,245	67.60%
Net Income	<u>163,347</u>	<u>82,905</u>	197.03%
F&B - Restaurant			
Revenues	104,726	135,000	77.57%
Expenses	210,354	337,713	62.29%
Net Income	<u>(105,629)</u>	<u>(202,713)</u>	52.11%
F&B - Banquet			
Revenues	554,196	735,000	75.40%
Expenses	472,366	649,711	72.70%
Net Income	<u>81,830</u>	<u>85,289</u>	95.94%
F&B - Midway			
Revenues	113,177	110,000	102.89%
Expenses	54,940	60,850	90.29%
Net Income	<u>58,237</u>	<u>49,150</u>	118.49%
Golf Fund Total			
Revenues	1,816,463	2,366,150	76.77%
Expenses	1,618,676	2,351,519	68.84%
Net Income	<u>197,787</u>	<u>14,631</u>	1351.83%

Sales Taxes

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
May	146,546	126,506	175,701	173,657	178,983	170,734
June	137,130	164,604	195,692	193,303	201,968	200,031
July	176,678	165,519	190,898	186,097	188,547	194,738
August	180,229	177,919	180,797	184,425	190,872	206,213
September	177,173	187,893	182,163	189,650	183,399	198,880
October	168,710	177,758	165,188	170,530	188,055	212,286
November	162,303	161,152	181,865	174,037	179,846	
December	171,232	164,341	165,852	153,005	163,529	
January	166,523	167,926	168,154	210,506	187,865	
February	171,856	157,086	147,189	151,678	141,054	
March	168,981	177,777	147,039	128,886	141,609	
April	132,397	152,124	162,595	153,553	170,308	
Total	1,959,758	1,980,605	2,063,133	2,069,327	2,116,036	1,182,883
% increase	-7.33%	0.86%	4.17%	0.30%	2.26%	12.89%
Budget	1,950,000	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000

Warrant/EFT#: EF 0005842				
Fiscal Year:	2016	Issue Date:	12/09/15	
Warrant Total:	\$212,286.12	Warrant Status:		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		AG884201	6AG884201	\$212,286.12

IOC Accounting Line Details						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
						DISTRIBUTE
0189	492	27	44910055	4491	\$212,286.12	MUNI/CNTY SALES TAX

Payment Voucher Description	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 12/08/2015
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: SEP. 2015 COLL MO: OCT. 2015 VCHR MO: DEC. 2015
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
May	89,807	85,450	89,115	104,788	106,665	89,988
June	86,890	83,830	75,066	71,924	80,212	58,408
July	82,123	78,002	87,721	84,361	89,915	103,948
August	89,014	90,041	87,924	99,063	61,056	100,154
September	86,580	88,420	76,347	70,076	83,006	67,441
October	99,672	79,216	83,510	90,026	89,337	87,626
November	73,018	88,011	89,027	77,655	90,552	101,486
December	93,136	92,981	85,014	103,117	103,771	
January	89,163	115,721	82,788	90,866	97,525	
February	96,459	83,346	70,348	83,687	74,031	
March	77,675	84,943	83,251	65,802	37,978	
April	89,807	82,622	70,866	75,969	95,841	
Subtotal	1,053,344	1,052,583	980,978	1,017,334	1,009,889	609,051
Plus:						
High Growth	46,918	29,046	29,031	37,678	37,682	37,743
Jobs Now	179,796	179,796	179,796	179,796	359,592	
Total	1,280,058	1,261,425	1,189,805	1,234,808	1,407,163	
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000

Annual Inc in \$ w/o High Growth **1.50%** **-0.07%** **-6.80%** **3.71%** **-0.73%** **12.08%**

Received in Dec.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Received in Dec. 2015

Bartlett

Municipality Report

November 30, 2015

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR NOVEMBER, 2015

Beginning Unobligated Balance		\$4,639,110.83
Motor Fuel Tax Allotment	\$101,486.20	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$101,486.20
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$4,740,597.03

PROCESSED TRANSACTIONS:



Received in Dec. 2015

Bartlett

Municipality Report

October 31, 2015

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR OCTOBER, 2015

Beginning Unobligated Balance		\$4,551,484.84
Motor Fuel Tax Allotment	\$87,625.99	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$87,625.99
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$4,639,110.83

PROCESSED TRANSACTIONS:



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Bartlett

Received in Dec 2015

Municipality Report

September 30, 2015

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR SEPTEMBER, 2015

Beginning Unobligated Balance		\$4,446,301.03
Motor Fuel Tax Allotment	\$67,440.81	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$67,440.81
Plus Credits Processed		\$37,743.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$4,551,484.84

PROCESSED TRANSACTIONS:

CREDITS:

Date	Section	Category	Memo	Amount
9/29/2015		Supplemental Allotment	FY2016 High Growth Cities	\$37,743.00
			TOTAL	\$37,743.00



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Received in Dec. 2015

Municipality Report

August 31, 2015

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR AUGUST, 2015

Beginning Unobligated Balance		\$4,346,147.50
Motor Fuel Tax Allotment	\$100,153.53	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$100,153.53
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$4,446,301.03

PROCESSED TRANSACTIONS:



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Revised in Dec. 2015

Bartlett

Municipality Report

July 31, 2015

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JULY, 2015

Beginning Unobligated Balance		\$4,364,750.77
Motor Fuel Tax Allotment	\$103,948.45	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$103,948.45
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$122,551.72
Current Unobligated Balance		\$4,346,147.50

PROCESSED TRANSACTIONS:

AUTHORIZATIONS:

Date	Section	Category	Memo	Amount
7/31/2015	15-00000-00-GM	Maintenance		\$122,551.72
			TOTAL	\$122,551.72



Agenda Item Executive Summary

Item Name Blue Heron Business Park Third Amended Annexation Agreement Committee or Board Village Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

The following item will be voted on:

- a) The Third Amended Annexation Agreement

The Committee of the Whole reviewed the Petitioner's requests at their meeting on January 5, 2016. The Committee forwarded the petition on to the Village Board to hold the Public Hearing for the Third Amended Annexation Agreement and to vote on the Ordinances for adoption.

ATTACHMENTS (PLEASE LIST)

CD Staff Memo and Annexation Ordinance with Exhibit

ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance
- Motion

MOTION: Move to approve Ordinance #2016-_____ An Ordinance Approving the Third Amendment to the 125 Acre Annexation Agreement for the Blue Heron Business Park Property.

Staff: Jim Plonczynski, Com Dev Director

Date: 2/4/2016

COMMUNITY DEVELOPMENT MEMORANDUM

16-003

DATE: January 15, 2016
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, CD Director
RE: **(#15-20) Blue Heron Business Park**

PETITIONER

Dean Kelley on behalf of Abbott Land and Investment

SUBJECT SITE

East side of Rt. 25, North of West Bartlett Road

REQUESTS

- (a) Approval of the **Third Amended Annexation Agreement,**
- (b) Revised **Concept Plan,**
- (c) Revised **Preliminary PUD plan,**
- (d) Revised **Pre-Approved Site Plan for Areas 1 and 4,**
- (e) Special Use for revised **PUD Plans**

SURROUNDING LAND USES

<u>Subject Site</u>	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
	Vacant/Industrial	Mixed Use Bus. Park	PD
North	Industrial	Mixed Use Bus. Park	PD
South	South Bus. Pk. /SF	Mixed Use Bus. Park	PD
East	IDNR Habitat Area	Open Space	GI*
West	Comm. /Vacant	Comm. /Farm*	M-P/B-2/F**

*GI- General Industry – unincorporated Cook County

**M-P Master Planned Development, B-2 Commercial -South Elgin,

**F-Farming -unincorporated Kane County

DISCUSSION AND SITE HISTORY

1. This property was zoned PD (Planned Development) and was approved as a Mixed Use Business Park for the development of light and heavy industrial uses with outside storage in Areas 1, 2 and 4 (Original Preliminary Plan map) and Commercial and Light industrial uses without outside storage in Area 3.

2. The Original Concept Plan, Original Preliminary PUD Plan and Original Pre-approved Site Plan for the property had variable berm widths and Landscape Buffer Zones along the east property line which varied from 50' to 150' in width. This buffer zone was put in place as a protective measure for the Blue Heron Rookery which exists in the adjacent Heron Woods State Habitat Area.
3. The petitioner has hired Hey and Associates, Inc. for an ecological analysis of the rookery and buffer zone. They conducted an on-site analysis of the heron rookery and the eagle nest that now occupies a site in the rookery (Hey and Associates report).
4. Hey has summarized that the heron rookery is still active and stated the following about the buffer zone with the berm and tree landscape, "...these measures do not seem effective or necessary given the topographic relationship between the development site and the current nest location, and the distances from the current nests".
5. The Hey and Associates analysis also noted that, "The eagle nest, however, has impacted the success of the rookery and is estimated to be approximately 200 feet from the property boundary. It is our understanding that you intend to comply with the guidance provided by the USFWS" (Hey and Associates report/USFWS information).
6. As a result of the Hey and Associates analysis the petitioner is requesting a reduction of the 50'-150' wide buffer zone containing a berm and landscaping with trees to a buffer zone with a uniform width of **50' planted with only native grasses (Revised Pre-Approved Site Plan)**.
7. As part of the previous annexation agreement and PUD approval, the developer was granted approval for a Pre-Approved Site Plan in Areas 1 and 4 which allowed the petitioner to apply for a building permit on lots in these Areas, go through staff review and go straight to construction. To date two buildings have gone through this process. One building is close to completion and the second has submitted for building permits.
8. The Petitioner is requesting approval of the **3rd Amended Annexation Agreement, approval of a revised Concept Plan, a revised Preliminary PUD plan and a revised Pre-Approved Site Plan**. These three items require an amendment to the **Special Use for the PUD Plans** and a public hearing before the Plan Commission.
9. The Comprehensive Plan currently identifies this site as Mixed Use Business Park and will remain the same.

RECOMMENDATION

1. The Staff recommends approval of the petition subject to the following conditions and findings of fact:

- a. Staff approval upon building permit submittals for compliance with Pre-Approved Site Plan;
- b. The developer shall prepare for recording Covenants, Conditions and Restrictions for the continued maintenance and upkeep of the buffer areas and native planting areas for review and approval by the Village Attorney.
- c. Compliance with or satisfaction of all of the terms and conditions of the Third Amended Annexation Agreement.
- d. Installation and approval of the native grass planting areas,
- e. Posting of a bond for the installation of the native grass planting areas if not planted within a one year timeframe for each building permit issued on a Pre-Approved Site Plan, or no later than December 31, 2017.
- f. Findings of Fact (Site Plan Amendment):
 - i. That the proposed industrial/warehouse buildings are permitted uses in the Pre-Approved Site Plan for Blue Heron Business Park Development Areas 1 and 4 in the PD Zoning District;
 - ii. That the proposed buildings, 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 grasses, 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.
- g. Findings of Fact: (Special Use - PUD)
 - i. The proposed development 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 development will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
 - iii. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
- h. Findings of Fact: (Planned Unit Development)

- i. The Comprehensive Plan designates the area as Mixed Use Business Park which is in compliance with the existing and proposed uses on the property and with the trend and character that has been established in the area and conforms with general planning policies and precedents of the Village;
 - ii. The commercial and industrial uses conform to the PD Zoning District;
 - iii. The commercial and industrial 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;
 - iv. The commercial and industrial development shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
 - v. The commercial and industrial development shall include a \$0.50/sf building donation;
 - vi. Adequate utilities and drainage shall be provided for this use;
 - vii. Adequate parking and ingress and egress will be provided for this use so as to minimize traffic congestion and hazards in public streets;
 - viii. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
 - ix. There shall be reasonable assurance that, if authorized, this facility will be completed according to an appropriate schedule and adequately maintained.
2. The Plan Commission conducted the public hearing and reviewed the Petitioner's requests at their meeting on **December 10, 2015**. The Commission recommended **approval** subject to the conditions outlined above and the Findings of Fact.
 3. The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on January 5, 2016. The Committee forwarded the petition on to the Village Board to hold the Public Hearing for the Third Amended Annexation Agreement and to vote on the Ordinances for adoption.
 4. An Ordinance Approving the Third Amendment to the 125 Acre Annexation Agreement for the Blue Heron Business Park Property and An Ordinance Amending the Planned Unit Development for the Blue Heron Business Park Property, Granting a Special Use for An Amended Concept Plan, An Amended Preliminary PUD Plan and An Amended Pre-Approved Site Plan are attached for your review.

jip/attachments

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ORDINANCE 2016 - _____

**AN ORDINANCE APPROVING THE THIRD AMENDMENT TO
THE 125 ACRE ANNEXATION AGREEMENT FOR THE BLUE HERON
BUSINESS PARK PROPERTY**

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

SECTION ONE: The Third Amendment to the 125 Acre Annexation Agreement for the Blue Heron Business Park Property between the Village of Bartlett and Bluff City LLC, Southwind Financial Ltd., Gifford 300 LLC, First National Bank N.A. as Custodian for the Individual Retirement Account of Dean W. Kelley, and First National Bank N.A. as Custodian for the Individual Retirement Account of William E. Haworth and the Chicoine Family Limited Partnership dated February 16, 2016, a copy of which is appended hereto as **Exhibit A** and is expressly incorporated herein (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 16, 2016

APPROVED: February 16, 2016

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016 - _____, enacted on February 16, 2016, and approved on February 16, 2016, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

EXHIBIT A

Prepared By:
Maurides Foley Tabangay & Turner
33 N. LaSalle, Suite 1910
Chicago, IL 60602

Mail To:
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

THIRD AMENDMENT TO THE 125 ACRE ANNEXATION AGREEMENT

THIS THIRD AMENDMENT TO THE 125 ACRE ANNEXATION AGREEMENT (the "Third Amendment") is made on this _____ day of _____ 20__, by and between the Village of Bartlett, an Illinois municipal corporation (the "Village") by and through the President and the Board of Trustees (hereinafter collectively referred to as the "Corporate Authorities"), and the following parties (collectively, the "Current Owners"): Southwind Financial Ltd., an Illinois corporation ("Southwind"); Bluff City, LLC, an Illinois limited liability company ("Bluff City"); Gifford 300, LLC, an Illinois limited liability company ("Gifford"); First National Bank, a national banking association, not personally but as Custodian for the Individual Retirement Account of Dean W. Kelley (the "Kelley IRA"); First National Bank, a national banking association, not personally but as Custodian for the Individual Retirement Account of William E. Haworth (the "Haworth IRA"); and the Chicoine Family Limited Partnership, an Illinois limited partnership ("Chicoine"). The Current Owners and the Village are collectively referred to as the "Parties" or individually referred to as a "Party".

RECITALS

WHEREAS, on July 29, 2003, the Village, Southwind, Bluff City and David Welch ("Welch") entered into that certain Annexation Agreement (the "125 Acre Annexation Agreement"), which is incorporated herein by reference, to govern the annexation and rezoning of approximately one hundred and twenty five (125) acres of land in Kane County, Illinois (the "Blue Heron Business Park Property");

WHEREAS, on July 29, 2003, at the time of the 125 Annexation Agreement, the Blue Heron Business Park Property was owned by Southwind, Bluff City and Welch;

WHEREAS, on March 17, 2009 the Village, Southwind, Blue Heron and Welch entered into that certain First Amendment to the 125 Acre Annexation Agreement (the "125 Acre First Amendment"), which is incorporated herein by reference, making various amendments to the 125 Acre Annexation Agreement as set forth therein;

WHEREAS, on March 17, 2009, at the time of the 125 Acre First Amendment, the Blue Heron Business Park Property was owned by Blue Heron Realty Corporation, an Illinois corporation (“Blue Heron”), Southwind and Welch;

WHEREAS, on April 16, 2013 the Village, Southwind, Bluff City, Gifford, the Kelley IRA and the Haworth IRA entered into that certain Second Amendment to the 125 Acre Annexation Agreement (the “125 Acre Second Amendment”), which is incorporated herein by reference, making further amendments to the 125 Acre Annexation Agreement as set forth therein;

WHEREAS, as of the date of this Third Amendment the Blue Heron Business Park Property is owned by the Current Owners and Welch as follows: Welch owns approximately 3.74 acres legally described in Exhibit A attached hereto (the “Welch Property”); Southwind owns three (3) parcels with approximate dimensions of 20.619 acres, 16.78 acres and 12.5836 acres respectively and legally described in Exhibit B attached hereto; Bluff City owns approximately 17 acres legally described in Exhibit C attached hereto; the Kelley IRA owns approximately 5.82 acres legally described in Exhibit D attached hereto; the Haworth IRA owns approximately 8.9 acres legally described in Exhibit E attached hereto; and Gifford owns approximately 14.14 acres legally described in Exhibit F attached hereto; and Chicoine owns approximately 9.52 acres legally described in Exhibit G attached hereto;

WHEREAS, the Village and the Current Owners agree and acknowledge that since the annexation of the Blue Heron Business Park Property in 2003 the existence, status and location of the wildlife on the adjacent property to the east owned by the Illinois Department of Natural Resources has changed and the buffering system initially envisioned in the 125 Annexation Agreement can and should be modified, and that certain other revisions to the 125 Annexation Agreement are warranted;

WHEREAS, the Parties agree that this Third Amendment is in the best interests of the community; and

WHEREAS, the Village agrees that this Third Amendment is being entered into pursuant to the provisions of Section 11-15.1-1, *et seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1, *et seq.*).

NOW, THEREFORE, in consideration of the mutual covenants, promises, recitals and agreements contained in this Third Amendment, and other good and valuable consideration, the Parties agree as follows:

1. Recitals. The above stated Recitals are hereby incorporated in this Third Amendment as if fully restated herein.
2. Capitalized Terms Capitalized terms used in this Third Amendment shall have the same meaning as set forth in the 125 Acre Annexation Agreement unless otherwise noted.

3. Excluded Property. The Welch Property is not governed by this Third Amendment and continues to be governed by the 125 Acre Annexation Agreement and the 125 Acre First Amendment.
4. Amended Recital U. (6) (b). Recital U. (6) (b) of the 125 Acre Annexation Agreement is deleted in its entirety, and is amended and restated as follows:

“(b) to provide a 50 foot wide landscape buffer zone along the east property line to buffer the impact of the development on the IDNR Property, upon which the Owners shall plant native grasses specified in the Pre-Approved Site Plan attached hereto as Exhibit H, as amended, as each lot is developed. The Blue Heron Industrial Park Association shall maintain the buffer zone, and if nesting Bald Eagles are present on the adjacent IDNR property, Owners shall comply with the then current U.S. Fish and Wildlife Bald Eagle Management Guidelines concerning Construction and Development Activities.”

5. Amended Section 4.12 Landscaping. Section 4.12 of the 125 Acre Annexation Agreement is deleted in its entirety, and is amended and restated as follows:

“4.12 Landscaping The minimum area of each Development Area of the Property to be devoted to green open space and landscaping shall not be required to be greater than fifteen percent (15%), including the on-site/off-site detention areas serving the Property and open space within the Property. The Owners shall provide a 50 foot wide landscape buffer zone along the east property line to buffer the impact of the development from the IDNR property upon which the Owners shall plant native grasses specified in the Pre-Approved Site Plan attached hereto as Exhibit H, as amended, as each lot is developed, but in no event later than December 31, 2017. The 50 foot wide buffer zone (in lieu of a landscape berm) was determined to be an adequate solution to lessen the impact of the development from the IDNR property per the findings and conclusions of that certain Memorandum dated June 8, 2015 prepared by Hey and Associates, Inc. The Blue Heron Industrial Park Association shall maintain the buffer zone. Further if nesting Bald Eagles are present on the adjacent IDNR property, Owners shall comply with the then current U.S. Fish and Wildlife Bald Eagle Management Guidelines concerning Construction and Development Activities.”

6. Amended Section 5.1 Detention and Storm Water Management. Section 5.1 of the 125 Annexation Agreement is amended by adding the following:

“Notwithstanding the foregoing, the following additional stormwater management standards as set forth and defined in that certain report known as the Miles Parkway Storm Sewer Computational Analysis dated December 1, 2014 prepared by Mackie Consultants, LLC (the “2014 Stormwater Report”), which is incorporated herein by reference, shall also apply to the development of the Property:

- (i) Development Areas east of Miles Parkway shall provide Post Construction Best Management Practices (“PCBMP”, as defined in the DuPage County Stormwater Management Ordinance, as amended from time to time) totaling 3,833 cubic feet per acre of site development.
 - (ii) Development Areas west of Miles Parkway shall provide Post Construction Best Management Practices totaling 2,396 cubic feet per acre of site development.
 - (iii) Natural Resource Conservation Service (“NRCS”) curve numbers for Development Areas shall be a maximum of 85 per stormwater detention pond design parameters set forth in the 125 Acre Annexation Agreement. Curve number calculations may include the quantitative benefits of site PCBMPs.
 - (iv) Development Areas shall connect to the Miles Parkway primary storm sewer (as set forth in the 2014 Stormwater Report) at an existing manhole or catch basin in proximity to the north limits of the particular Development Area.
 - (v) Fractionalized Recycled Asphalt Pavement, if used as a permeable pavement in outside storage areas to satisfy the PCBMP requirements above, shall have a porosity greater than or equal to 33% and shall be processed such that no more than 10% of the material passes a #4 sieve.
 - (vi) 1.02 acre feet of stormwater storage in addition to PCBMP volumes shall be provided below elevation 763.0 at approximately the locations stipulated in the 2014 Stormwater Report”
7. Amended Section 7.10 Term. The 125 Acre Annexation Agreement, as amended, shall be binding on all of the Parties for a term of twenty (20) years from the date of execution by the Village of this Third Amendment, or a longer period of time if permitted by law, taking into account the Village’s home rule powers and all present and future laws.
8. Amended Section 10. Section 10 of the 125 First Amendment and Section 5 of the 125 Second Amendment (each entitled Code Updates) are deleted in their entirety, and are amended and restated as follows:

“10. Code Updates. The parties agree that as used in the 125 Acre Annexation Agreement, as amended, and with respect to the Blue Heron Business Park Property, the term “Bartlett Municipal Code” shall mean all laws, codes, rules, ordinances, regulations, and orders and all interpretations (whether judicial or administrative) thereof, enacted by or applicable to the Village, as now in effect, including, but not limited to, the Bartlett Zoning Ordinance (the “Zoning Ordinance”), the Bartlett Subdivision and PUD Ordinance (the “Subdivision Ordinance”) and the Bartlett Building Code (the “Building Code”), and the 2007 Bartlett Comprehensive Plan Amendment which approved of the West Bartlett Road Corridor Plan (the “Corridor Plan”) as the same may hereafter be amended or modified pursuant to the terms of

the 125 Acre Annexation Agreement, as amended, including without limitation, no duty or obligation to bury existing utilities on the Blue Heron Park Property. The Village agrees that any changes, modifications, amendments or alterations to the Bartlett Municipal Code, including, but not limited to, the Subdivision Ordinance, the Zoning Ordinance, the Building Code, liquor control ordinances, or other code, ordinance, rule or regulation relating directly or indirectly to the Blue Heron Business Park Property shall not be applicable to the Blue Heron Business Park Property during the term of the 125 Acre Annexation Agreement, as amended by this Third Amendment, with the following exceptions; (i) the Bartlett Donation Ordinance as it is amended from time to time and in effect at the time of application for a building permit; (ii) building permit fees, connection fees, consultants' fees, license fees and any other fees (excluding Village, park district, library district, school district, police district and fire district land and/or cash donations or fees made applicable to non-residential development) which are affected by inflationary factors may be increased during the term of the 125 Acre Annexation Agreement, as amended by this Third Amendment, to meet increased costs so long as such fees are generally applicable to all property within the Village; (iii) any code ordinance, rule or regulation or amendment thereto, of general applicability throughout the Village which prohibits any product, material or construction method or mandates certain construction methods and/or improvements if it is reasonably determined by the Village to affect or improve public health or safety and/or the safety of emergency responders after the date of this Third Amendment; (iv) the Municipal Natural Gas Use Tax imposed by Ordinance 2012-31 "An Ordinance Amending the Bartlett Municipal Code by the Addition of Title 14, Chapter 1, which Imposes a Municipal Natural Gas Use Tax"; and (v) the Municipal Electricity Use Tax imposed by Ordinance 2012-32 "An Ordinance Amending the Bartlett Municipal Code by the Addition of Title 14, Chapter 2, which Imposes a Municipal Electricity Use Tax". From and after the expiration of the 125 Acre Annexation Agreement, as amended by this Third Amendment, all provisions of the Bartlett Municipal Code in effect as of the date of said expiration shall apply to and govern the development of the Blue Heron Business Park Property."

9. Amended Exhibits. Exhibits D (Concept Plan), E (Preliminary P.U.D. Plan) and H (Pre-Approved Site Plan) of the 125 Acre Annexation Agreement are deleted and replaced with Exhibits H (2015 Concept Plan), I (2015 Preliminary P.U.D. Plan) and J (Pre-Approved Site Plan) attached hereto.
10. Counterparts. This Third Amendment may be executed in more than one counterpart, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same instrument.
11. Sum of the Terms. All other terms and conditions of the 125 Acre Annexation Agreement and the 125 Acre First Amendment and the 125 Acre Second Amendment shall remain in full force and effect and are incorporated herein by reference pursuant to the terms of the Recitals of this Third Amendment and thusly, are applicable to this Third Amendment except where the terms of the 125 Acre

Annexation Agreement, the 125 Acre First Amendment and the 125 Acre Second Amendment expressly conflict with the terms of this Third Amendment, the terms of this Third Amendment shall control.

12. Amendment. This Third Amendment may be further amended from time-to-time with the consent of the Parties hereto and in the same manner prescribed by law for the adoption of this Third Amendment. However, only the written approval of the legal titleholder(s) of an interest in the property affected by any such future amendment shall be required. No purported oral amendment shall be binding or enforceable.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by respective proper officials, duly authorized to execute the same, on the day and year written above.

Village of Bartlett,

By: _____

Kevin Wallace, Village President

Attest:

Lorna Giles, Village Clerk

Southwind Financial, Ltd.

By: _____

Its _____

Bluff City, LLC,

By: _____

Its _____

Gifford 300, LLC,

By: _____

Its: _____

First National Bank, not personally
but as Custodian for the Individual
Retirement Account of Dean W.
Kelley

By: _____

Its: _____

First National Bank, not personally
but as Custodian for the Individual
Retirement Account of William E.
Haworth

By: _____

Its: _____

The Chicoine Family Limited
Partnership

By: _____

Its: _____

STATE OF ILLINOIS)
COUNTY OF _____) SS
)

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

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My commission expires:

STATE OF ILLINOIS)
COUNTY OF _____) SS
)

I, _____, a Notary Public, do hereby certify that _____, personally known to me to be a _____ of **Southwind Financial, Ltd.**, an Illinois corporation, whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he signed and delivered the said instrument as such _____ of said company, as his free and voluntary act, and as the free and voluntary act of said company, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My commission expires:

STATE OF ILLINOIS)
COUNTY OF _____) SS
)

I, _____, a Notary Public, do hereby certify that _____, personally known to me to be a _____ of, **Bluff City, LLC**, an Illinois limited liability company, whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he signed and delivered the said instrument as such _____ of said company, as his free and voluntary act, and as the free and voluntary act of said company, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__

Notary Public

My commission expires:

STATE OF ILLINOIS)
COUNTY OF _____) SS
)

I, _____, a Notary Public, do hereby certify that _____, personally known to me to be a _____ of **Hometown National Bank**, whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he signed and delivered the said instrument as such _____ of said company, as his free and voluntary act, and as the free and voluntary act of said company, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My commission expires:

STATE OF ILLINOIS)
COUNTY OF _____) SS
)

I, _____, a Notary Public, do hereby certify that _____, personally known to me to be a _____ of **Gifford 300, LLC.**, an Illinois limited liability company, whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he signed and delivered the said instrument as such _____ of said company, as his free and voluntary act, and as the free and voluntary act of said company, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My commission expires:

STATE OF ILLINOIS)
COUNTY OF _____) SS
)

I, _____, a Notary Public, do hereby certify that _____, personally known to me to be the _____ of **The Chicoine Family Limited Partnership**, an Illinois limited partnership, whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he signed and delivered the said instrument as such _____ of said limited partnership, as his free and voluntary act, and as the free and voluntary act of said company, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My commission expires:

EXHIBIT A
WELCH PARCEL
LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST, 1145.66 FEET, ALONG THE EAST LINE OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, 185.40 FEET, ALONG A LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 (AS MEASURED PERPENDICULAR TO SAID SOUTH LINE), TO THE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES 10 MINUTES 47 SECONDS WEST, 161.82 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, 1234.13 FEET, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1500.0 FEET, TO THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 25, AS PER DOCUMENT NO. 330865; THENCE NORTH 3 DEGREES 11 MINUTES 56 SECONDS WEST, 126.67 FEET, ALONG SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, 1339.01 FEET, ALONG SAID LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

AREA = 162,884.35 SQ. FT. OR 3.74 ACRES
PIN: 06-25-400-032

EXHIBIT B
Legal Description of Southwind Parcels

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF KENYON ROAD, WEST OF THE WEST LINE OF MILES PARKWAY AND NORTH OF THE NORTH LINE OF SLADE ROAD, ALL DEDICATED AS DOCUMENT 2004K116375 RECORDED SEPTEMBER 2, 2004, AND LYING EAST OF THE EAST LINE OF PARCEL 1GG0001 OF ILLINOIS ROUTE 25 PER WARRANTY DEED RECORDED JANUARY 7, 2009 AS DOCUMENT 2009K000916, IN KANE COUNTY, ILLINOIS.

PIN: 06-36-200-024

CONTAINING 731,137 SQ.FT. OR 16.7846 AC., MORE OR LESS.

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 527.87 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 738.34 FEET CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT 1338.20 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AS MEASURED ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 752.54 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 84.02 FEET AND CHORD BEARING NORTH 06 DEGREES 43 MINUTES 11 SECONDS EAST; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 655.21 FEET ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY; THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS EAST, A DISTANCE OF 742.00 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-36-200-026

CONTAINING 548,141 SQ. FT. OR 12.5836 AC., MORE OR LESS.

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF KENYON ROAD AND WEST OF THE WEST LINE OF MILES PARKWAY, ALL DEDICATED AS DOCUMENT 2004K116375 RECORDED SEPTEMBER 2, 2004, AND LYING EAST OF THE EAST LINE OF PARCEL 1GG0003 OF ILLINOIS ROUTE 25 PER WARRANTY DEED RECORDED JANUARY 7, 2009 AS DOCUMENT 2009K000917, AND LYING SOUTH OF THE SOUTH LINE OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 6, 2003 AS DOCUMENT 2003K137891, IN KANE COUNTY, ILLINOIS.

PIN: 06-25-400-035

CONTAINING 898,169 SQ.FT. OR 20.6191 AC., MORE OR LESS.

EXHIBIT C
Legal Description of Bluff City Parcel

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES 42 MINUTES 22 SECONDS WEST, A DISTANCE OF 336.79 FEET TO A POINT 1,163.55 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1500 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25 AS MEASURED ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 AND ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 740.84 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY AND THE SOUTHERLY RIGHT OF WAY LINE OF VULCAN BOULEVARD DEDICATED PER DOCUMENT NO. 2004K116375 THE FOLLOWING FIVE COURSES: THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 874.48 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.00 FEET, AN ARC DISTANCE OF 135.40 FEET AND CHORD BEARING NORTH 44 DEGREES 04 MINUTES 32 SECONDS EAST; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 369.52 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 153.00 FEET, AN ARC DISTANCE OF 164.65 FEET AND CHORD BEARING NORTH 57 DEGREES 49 MINUTES 48 SECONDS EAST; THENCE NORTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 127.52 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTH 1500 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 89.24 FEET ALONG SAID NORTH LINE, ALSO BEING THE SOUTH LINE OF VULCAN BOULEVARD DEDICATED PER DOCUMENT NO. 2004K116376 TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 1,163.55 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-25-400-034

CONTAINING 740,520 SQUARE FEET OR 17.000 ACRES, MORE OR LESS.

EXHIBIT D
Legal Description of Kelley IRA Parcel

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, A DISTANCE OF 742.08 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 25 TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 347.55 FEET ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY; THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS EAST A DISTANCE OF 740.84 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 336.79 FEET ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 25 TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-25-400-036

CONTAINING 253,695 SQUARE FEET OR 5.824 ACRES, MORE OR LESS.

EXHIBIT E
Legal Description of Haworth IRA Parcel

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 527.87 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 742.00 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 517.10 FEET ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 742.08 FEET ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-36-200-023

CONTAINING 387,684 SQUARE FEET OR 8.9 ACRES, MORE OR LESS.

EXHIBIT F
Legal Description of Gifford Parcels

Gifford Parcel 1

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 426.19 FEET ALONG SAID SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY TO A SOUTHERLY RIGHT OF WAY LINE OF MILES PARKWAY; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY, SOUTHWESTERLY AND WESTERLY RIGHT OF WAY LINE OF SAID MILES PARKWAY: THENCE NORTH 88 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 333.92 FEET; THENCE EASTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 117.00 FEET, AN ARC DISTANCE OF 185.13 FEET AND CHORD BEARING SOUTH 45 DEGREES 50 MINUTES 18 SECONDS EAST; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 256.90 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE THE FOLLOWING TWO COURSES ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE SOUTH 44 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 71.18 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 383.33 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-36-200-021

CONTAINING 184,190 SQ.FT. OR 4.2284 AC., MORE OR LESS.

Gifford Parcel 2

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD: THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 280.02 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE THE FOLLOWING EIGHT COURSES ALONG THE EASTERLY, NORTHEASTERLY AND SOUTHERLY RIGHT OF WAY LINES OF MILES PARKWAY: THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 256.03 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 289.56 FEET AND CHORD BEARING NORTH 45 DEGREES 50 MINUTES 18 SECONDS WEST; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 245.87 FEET; THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET AND CHORD BEARING NORTH 47 DEGREES 06 MINUTES 45 SECONDS WEST; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 593.87 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS

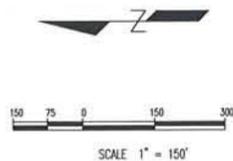
OF 267.00 FEET, AN ARC DISTANCE OF 97.51 FEET AND CHORD BEARING NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST; THENCE NORTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 127.83 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 22.78 FEET AND CHORD BEARING NORTH 15 DEGREES 54 MINUTES 28 SECONDS EAST; THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS EAST, A DISTANCE OF 752.54 FEET ALONG A LINE AT RIGHT ANGLES TO SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 1338.20 FEET ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. EXCEPT THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD: THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 280.02 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE THE FOLLOWING TWO COURSES ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 256.03 FEET; THENCE ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 130.86 FEET AND A CHORD BEARING NORTH 20 DEGREES 59 MINUTES 40 SECONDS WEST TO THE POINT OF BEGINNING; THENCE THE FOLLOWING SIX COURSES ALONG THE RIGHT OF WAY LINE OF SAID MILES PARKWAY CONTINUING ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 158.70 FEET AND A CHORD BEARING NORTH 66 DEGREES 19 MINUTES 26 SECONDS WEST; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 245.87 FEET; THENCE ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET AND A CHORD BEARING NORTH 47 DEGREES 06 MINUTES 45 SECONDS WEST; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 593.87 FEET; THENCE ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 97.51 FEET AND A CHORD BEARING OF NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST; THENCE NORTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 87.64 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 488.32 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 29 SECONDS EAST, A DISTANCE OF 778.93 FEET; THENCE SOUTH 48 DEGREES 15 MINUTES 23 SECONDS WEST, A DISTANCE OF 121.64 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

PART OF PIN: 06-36-200-020
CONTAINING 431,758 SQ.FT. OR 9.912 AC., MORE OR LESS

EXHIBIT G
Legal Description of Chicoine Parcel

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD: THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 280.02 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE THE FOLLOWING TWO COURSES ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 256.03 FEET; THENCE ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 130.86 FEET AND A CHORD BEARING NORTH 20 DEGREES 59 MINUTES 40 SECONDS WEST TO THE POINT OF BEGINNING; THENCE THE FOLLOWING SIX COURSES ALONG THE RIGHT OF WAY LINE OF SAID MILES PARKWAY CONTINUING ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 158.70 FEET AND A CHORD BEARING NORTH 66 DEGREES 19 MINUTES 26 SECONDS WEST; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 245.87 FEET; THENCE ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET AND A CHORD BEARING NORTH 47 DEGREES 06 MINUTES 45 SECONDS WEST; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 593.87 FEET; THENCE ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 97.51 FEET AND A CHORD BEARING OF NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST; THENCE NORTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 87.64 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 488.32 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 29 SECONDS EAST, A DISTANCE OF 778.93 FEET; THENCE SOUTH 48 DEGREES 15 MINUTES 23 SECONDS WEST, A DISTANCE OF 121.64 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PART OF PIN: 06-36-200-020
CONTAINING 414,682 SQ.FT. OR 9.520 AC., MORE OR LESS.




ABBOTT LAND AND INVESTMENT CORP.
 Commercial and Industrial Real Estate
 2250 Southwind Boulevard • Bartlett, Illinois 60103
 Phone 630-497-9440 • Fax 630-497-3477

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	DMR	OWNER	xxx
DRAWN	DMR	Proj Type	xxx
APPROVED		Proj #	xxx
DATE	21-8-16	Folder	xxx
SCALE	1"=150'	File	xxx

NOTICE
 The user and its vendors, the property of Blue Heron Masterplan, Inc. and its subsidiaries, when approved, are not to be used in the way that would be considered to be in breach of their contracts.

TOLERANCES (EXCEPT AS NOTED)

Location
Blue Heron Bus Park
 Title
 Amendment Exhibit H: Amended Concept Plan

SHEET
1
1

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ABBOTT LAND AND INVESTMENT CORP.
 Commercial and Industrial Real Estate
 2250 Southwind Boulevard • Bartlett, Illinois 60103
 Phone 630-497-9440 • fax 630-497-3477

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	DMR	OWNER	xxx
DRAWN	DMR	Proj Type	xxx
APPROVED		Proj #	xxx
DATE	2-8-15	Folder	xxx
SCALE	1"=150'	File	xxx

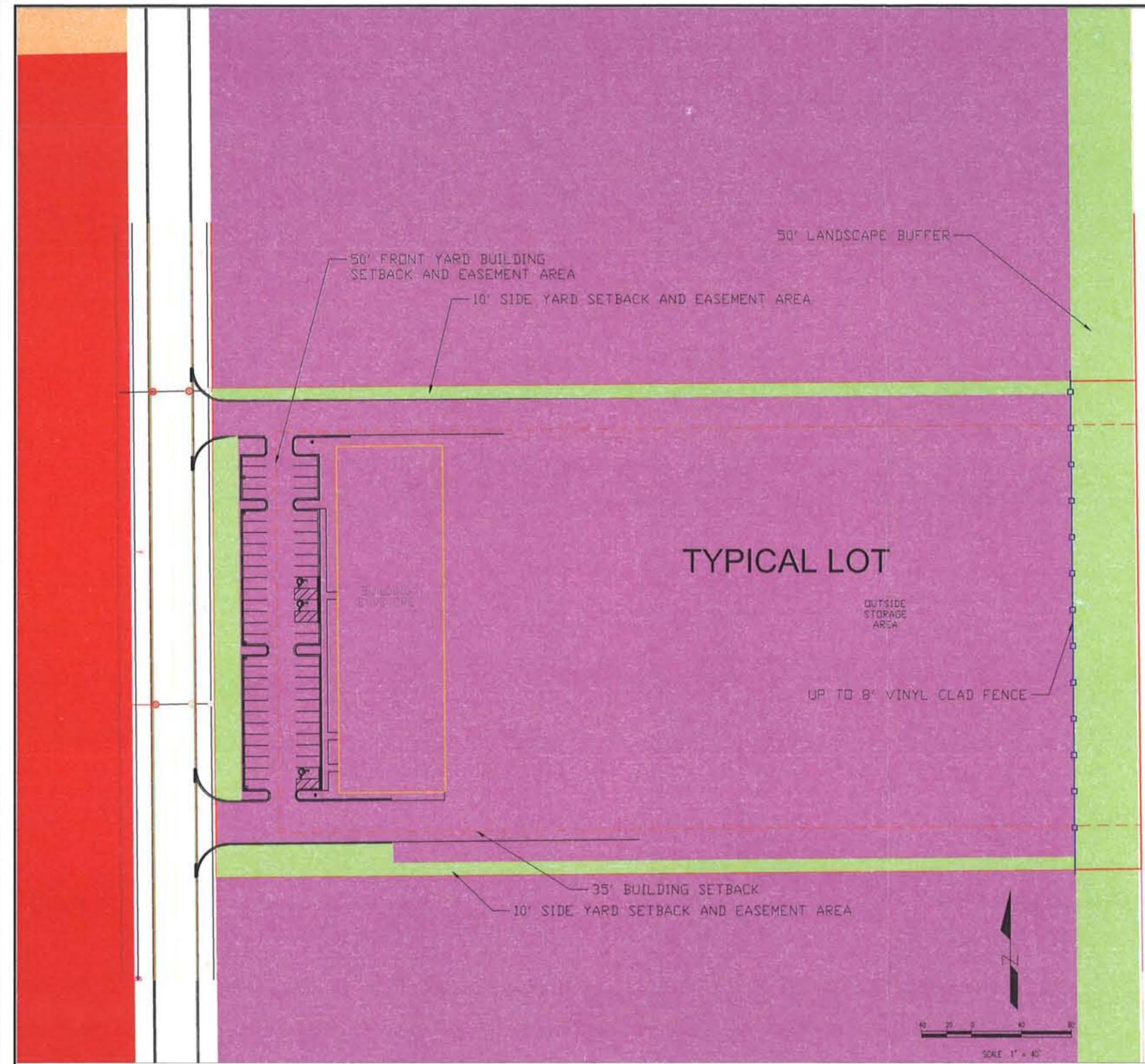
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TOLERANCES
 (EXCEPT AS NOTED)

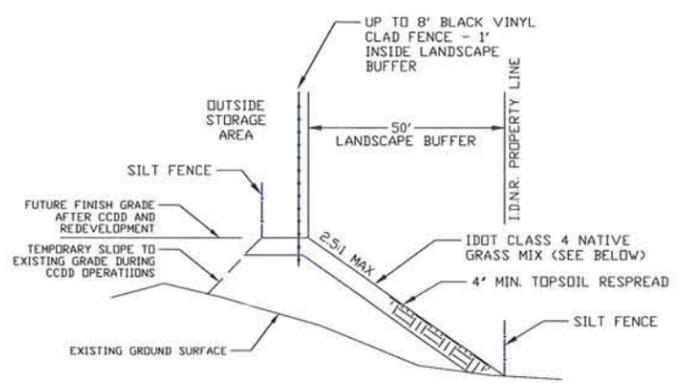
Location
Blue Heron Bus Park
 Title
 Amendment Exhibit I: Amended Preliminary PUD Plan

SHEET
1
1

S:\subcontractors\WINDING\Blue Heron Bus Park\Presentations\Amendment & PUD Exhibit-REVISED-16-11-Aug-2015 8:25 AM

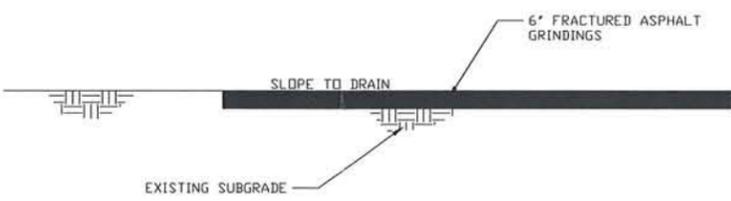


GENERAL 50' BUFFER DETAIL (N.T.S.).
(SEE SHEET 2 FOR ADDITIONAL CROSS SECTIONS)



CLASS - TYPE	SEEDS	LB/ACRE(KG/HECTARE)
4	Native Grass 6/, 8/ Andropogon Gerardi (Big Blue Stem) 5/ Andropogon Scoparius (Little Blue Stem) 5/ Bouteloua Curtipendula (Side-Dats Grass) 5/ Elymus Canadensis (Canada Wild Rye) 5/ Panicum Virgatum (Switch Grass) 5/ Sorghastrum Nutans (Indian Grass) 5/ Annual Ryegrass 25 (25) Dats, Spring 25 (25) Perennial Ryegrass 15 (15)	4 (4) 5 (5) 5 (5) 1 (1) 1 (1) 2 (2) 25 (25) 25 (25) 15 (15)

STORAGE AREA PAVEMENT
DETAIL (N.T.S.).



FRAP Specifications
 Material: Course Graded FRAP (Fractionated Reclaimed Asphalt Pavement)
 Gradation: Meet IDOT CA-7 Gradation for course aggregate materials.
 Porosity: Minimum Porosity of 33%

ABBOTT LAND AND INVESTMENT CORP.
 Commercial and Industrial Real Estate
 2250 Southwind Boulevard • Bartlett, Illinois 60103
 Phone 630-497-9440 • fax 630-497-3477

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	MSD	OWNER	xxx
DRAWN	DMR	Proj Type	xxx
APPROVED		Proj #	xxx
DATE	2-1-16	Folder	xxx
SCALE	1"=40'	File	xxx

NOTICE
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Location
Blue Heron Bus Park
 Title
 Amendment Exhibit J: 2015 Amended Pre-approved Site Plan

SHEET
1
2



Agenda Item Executive Summary

Item Name Blue Heron Business Park Special Use for revised PUD Plans Committee or Board Village Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

These following items will be voted on;

- a) Revised Concept Plan
- b) Revised Preliminary PUD plan
- c) Revised Pre-Approved Site Plan for Areas 1 and 4
- d) Special Use for revised PUD Plans

The **Plan Commission** conducted the public hearing and reviewed the Petitioner's requests at their meeting on December 10, 2015. The Commission recommended **approval** subject to the conditions and Findings of Fact outlined in the Staff Memo.

The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on January 5, 2016. The Committee forwarded the petition on to the Village Board to hold the Public Hearing for the Third Amended Annexation Agreement and to vote on the Ordinances for adoption.

ATTACHMENTS (PLEASE LIST)

PUD Ordinance with Exhibits

ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance
- Motion

MOTION: Move to approve Ordinance #2016-_____ An Ordinance Amending the Planned Unit Development for the Blue Heron Business Park Property, Granting a Special Use for An Amended Concept Plan, An Amended Preliminary PUD Plan and An Amended Pre-Approved Site Plan.

Staff: Jim Plonczynski, Com Dev Director Date: 2/4/2016

ORDINANCE 2016 - _____

AN ORDINANCE APPROVING AN AMENDED PLANNED UNIT DEVELOPMENT FOR THE BLUE HERON BUSINESS PARK PROPERTY, GRANTING A SPECIAL USE PERMIT FOR AN AMENDED CONCEPT PLAN, AN AMENDED PRELIMINARY PUD PLAN AND AN AMENDED PRE-APPROVED SITE PLAN

WHEREAS, the Village of Bartlett heretofore entered into an Annexation Agreement dated July 29, 2003 (the "125 Acre Annexation Agreement") with Bluff City, LLC ("Bluff City"), Southwind Financial, Ltd. ("Southwind") and David D. Welch ("Welch") for the annexation of approximately 125 acres of property (the "Blue Heron Business Park") on the western edge of the Village, and in accordance with the terms thereof, the Property was annexed to the Village of Bartlett and was zoned Planned Development District; and

WHEREAS, on July 29, 2003, at the time of the 125 Annexation Agreement, the Blue Heron Business Park Property was owned by Southwind, Bluff City and Welch; and

WHEREAS, on July 29, 2003, the Village corporate authorities heretofore passed Ordinance 2003-104, "AN ORDINANCE Rezoning 125+/- Acres Owned by Bluff City LLC, Southwind Financial, Ltd. and David D. Welch to the PD District, Granting a Special Use Permit for a Planned Unit Development and Approving a Preliminary PUD Plan and a Pre-Approved Site Plan for the Blue Heron Business Park", hereinafter referred to as "Ordinance 2003-104" or the "2003 Blue Heron Business Park PD and PUD Ordinance"; and

WHEREAS, the 2003 Blue Heron Business Park PD and PUD Ordinance allows for a mix of commercial, office, and industrial permitted and special uses on the surface of the Blue Heron Business Property, and for underground mining and certain subterranean permitted and special uses under said property; and

WHEREAS, on March 17, 2009 the Village, Blue Heron Realty Corporation, David Welch and Southwind Financial, Ltd. entered into the First Amended Annexation Agreement (the "125 Acre First Amendment") which is incorporated herein by reference, making various amendments to the 125 Acre Annexation Agreement as set forth therein; and

WHEREAS, on March 17, 2009, at the time of the 125 Acre First Amendment, the Blue Heron Business Park Property was owned by Blue Heron Realty Corporation, an Illinois corporation ("Blue Heron"), Southwind and Welch; and

WHEREAS, on April 16, 2013 the Village, Bluff City LLC, Southwind Financial, Ltd., Gifford 300 LLC ("Gifford"), Castle Bank N.A. as Custodian for the individual Retirement Account of Dean W. Kelley and Castle Bank N.A. as Custodian for the

individual Retirement Account of William E. Haworth entered into the Second Amendment to the 125 Acre Annexation Agreement (the "125 Acre Second Amendment"), which is incorporated herein by reference, making further amendments to the 125 Acre Annexation Agreement as set forth therein, which 125 Acre Second Amendment did not affect the property owned by David D. Welch, which Welch Property remains governed by the 125 Acre Annexation Agreement and the 125 Acre First Amendment; and

WHEREAS, on September 8, 2015 Castle Bank changed its name to First National Bank therefore replacing the Castle Bank N.A. as Custodian for the individual Retirement Account of Dean W. Kelley and Castle Bank N.A. as Custodian for the individual Retirement Account of William E. Haworth to the First National Bank, not personally but as Custodian for the Individual Retirement Account of Dean Kelly (the "Kelley IRA") and First National Bank, not personally but as Custodian for the Individual Retirement Account of William E. Haworth (the "Haworth IRA"); and

WHEREAS, on January 12, 2016, the Chicoine Family Limited Partnership purchased a portion of the Blue Heron Business Park Property; and

WHEREAS, as of the date of the Third Amendment to the Blue Heron Business Park Property is owned by David D. Welch, Southwind Financial, Ltd. ("Southwind"), Bluff City, LLC ("Bluff City"), First National Bank, not personally but as Custodian for the Individual Retirement Account of Dean Kelly, First National Bank, not personally but as Custodian for the Individual Retirement Account of William E. Haworth, Gifford 300 LLC ("Gifford"), and the Chicoine Family Limited Partnership, which own the following parcels: Welch owns approximately 3.74 acres legally described in **Exhibit A** attached hereto (the "Welch Property"); Southwind owns three (3) parcels with approximate acreage of 20.619 acres, 16.78 acres and 12.5836 acres respectively and legally described in **Exhibit B** attached hereto (the "Southwind Parcels"); Bluff City owns approximately 17 acres legally described in **Exhibit C** attached hereto (the "Bluff City Parcel"); the Kelley IRA owns approximately 5.82 acres legally described in **Exhibit D** attached hereto (the "Kelley IRA Parcel"); the Haworth IRA owns approximately 8.9 acres legally described in **Exhibit E** attached hereto (the "Haworth IRA Parcel"); Gifford owns (2) parcels with approximate acreage of 4.2284 and 9.912 acres respectively and legally described in **Exhibit F** attached hereto (the "Gifford Parcels"); and the Chicoine Family Limited Partnership owns approximately 9.52 acres legally described in **Exhibit G** attached hereto (the "Chicoine Parcel"); and

WHEREAS, the overall legal description for the Blue Heron Business Park Property, excluding the Welch Property, is legally described in **Exhibit H** and is hereinafter referred to herein as the "Property", and for purposes of this Ordinance, the "Owners" shall mean Southwind, Bluff City, First National Bank as Custodian of the Dean Kelley IRA (the "Kelley IRA"), First National Bank as Custodian of the William Haworth IRA (the "Haworth IRA"), Gifford, and the Chicoine Family Limited Partnership; and for purposes of this Ordinance, Owners does not include David W. Welch or the Welch Property, which continue to be governed by Ordinance 2003-103; and

WHEREAS, the Village and the current Owners of the Property agree and acknowledge that since the annexation of the Blue Heron Business Park Property in 2003 the existence, status and location of the wildlife on the adjacent property to the east owned by the Illinois Department of Natural Resources has changed and the buffering system initially envisioned in the 125 Annexation Agreement can and should be modified, and that certain other revisions to the 125 Annexation Agreement are warranted; and

WHEREAS, the Owners of the Property filed a petition to (1) amend the Planned Unit Development for the Blue Heron Business Park approved by Ordinance 2003-104; (2) amend the special use permit for the Planned Unit Development for the Property that was previously granted; and (3) to approve the amended Concept Plan, an amended Preliminary PUD Plan and an amended Pre-Approved Site Plan attached hereto as Exhibits I, J and K (collectively, the "Owner's Zoning Petition"); to be developed pursuant to certain conditions; and

WHEREAS, the Bartlett Plan Commission held a public hearing on December 10, 2015 on the Owner's Zoning Petition to amend the Planned Unit Development for the Property to be developed in accordance with Ordinance 2003-104 except as modified by the Owner's Zoning Petition, to grant a special use permit to amend the Planned Unit Development, and for approval of the Amended Concept Plan, Amended Preliminary Planned Unit Development Plan and Amended Pre-Approved Site Plan; and the Plan Commission has recommended approval of the Owner's Zoning Petition for the Property to the Corporate Authorities, subject to certain findings of fact and conditions contained in its report; and

WHEREAS, the Corporation Authorities conducted a public hearing on February 16, 2016 on the Third Amended Annexation Agreement for the 125 Blue Heron Business Park Property (the "Third Amended Annexation Agreement") pursuant to the provisions of Section 11-15.1-1, *et seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*), which amendment includes additional conditions to the development of the Property; and

WHEREAS, on February 16, 2016 the Corporate Authorities of the Village passed Ordinance 2016-_____, "An Ordinance Approving of the Third Amendment to the 125 Acre Annexation Agreement for the Blue Heron Business Park Property" lying north of West Bartlett Road and east of Route 25 dated February 2, 2016, between the Village and Bluff City LLC, Southwind Financial, Ltd., Gifford 300 LLC, First National Bank, not personally but as Custodian for the Individual Retirement Account of Dean Kelly, First National Bank, not personally but as Custodian for the Individual Retirement Account of William E. Haworth, and the Chicoine Family Limited Partnership, which Third Amendment is expressly incorporated herein by this reference, governing the further development of the Property; and

WHEREAS, pursuant to the terms of the Third Amendment to the Annexation Agreement, the Village has agreed to pass an ordinance approving and granting the special use permit to amend the Planned Unit Development, and approve the Amended Concept Plan, Amended Preliminary Planned Unit Development Plan and Amended Pre-Approved Site Plan as requested in the Owner's Zoning Petition upon the terms and conditions set forth in said Third Amendment to the Annexation Agreement and 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, as follows:

SECTION ONE: The Corporate Authorities do hereby find that the proposed amended Planned Unit Development for the surface uses on the Property shall be developed in accordance with the amended Concept Plan attached hereto as **Exhibit I** (the "Amended Concept Plan"), and the Amended Preliminary PUD Plan attached hereto as **Exhibit J** (the "Amended Preliminary PUD Plan"), prepared for Abbott Land and Investment Corporation dated November 3, 2015, each of which is expressly incorporated herein, meet all appropriate standards of the Village and make the following findings regarding the allowed permitted and special uses which remain unchanged from Ordinance 2003-104, and the special use permit for the Amended Concept Plan, and the Amended Preliminary PUD Plan proposed for the Blue Heron Business Park Property:

- (1) The proposed development is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community.
- (2) That the proposed development will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.
- (3) That the special use for the Amended Planned Unit Development with the conditions imposed herein 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.

A. That the proposed uses for the Property, as set forth on **Exhibits L and M**, including the underground Mining Operations (as defined in Section 4.3 of the Annexation Agreement, as amended) will meet all appropriate standards of the Village, based upon the implementation of and adherence to the terms, conditions and requirements set forth in Section Six of this Ordinance:

- (i) The Village's Comprehensive Plan designates the Property as a Mixed Use Business Park which is in compliance with the existing and proposed uses on

the Property, and with the trend and character that has been established in the area, and complies with the general planning policies and precedents of the Village; and

- (ii) That all uses, as arranged, will be compatible with each other use; and
- (iii) The development will be compatible with developments permitted under the Bartlett Zoning Ordinance on substantially all land in the vicinity.

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

- (1) The Planned Development District is intended and established to provide for greater freedom, imagination and flexibility in the development of land while assuring substantial compliance with the intent of the Bartlett Zoning Ordinance. It allows diversification and variation in the relationship of uses, structures and open spaces in developments planned as comprehensive, cohesive units which are unified by a shared concept, in this instance deep mining of the subsurface while simultaneously developing the surface of the Property. The proposed Amended Planned Unit Development includes a mix of land uses most akin to a combination of the B-1, B-2, B-3, B-4, OR, I-1 and I-2 zoning districts (collectively the "Similar Zoning Districts"). The Property lies in Kane County adjacent to the Cook County line. There are heavy industrial uses immediately to the north and it lies immediately west of property owned by the Illinois Department of Natural Resources (the "IDNR"). The stormwater management that will serve the Property is off-site on property owned by the Owners' affiliates, which was been surface mined for over 80 years, is bounded on the north by the Metra commuter railroad tracks and the Bluff Spring Fen Nature Preserve (hereinafter the "Fen"). The developer has already reclaimed much of the Property, installed 95% of the roads, and installed or constructed certain other public improvements, but has not completed them. The remaining public improvements, and the maintenance of the completed and yet to be public improvements, are addressed in the Public Improvements Completion Agreement for the Blue Heron Business Park of even date herewith. The Amended Planned Unit Development is further intended to encourage the beneficial integration of different compatible land uses at a proper scale and to encourage better design, provision of amenities of open space and the efficient use of public services through the use of planned unit development procedures which the Owners have utilized, and intend to further utilize with the development. The intensity and profile of the development within this Planned Development are compatible with all adjacent uses.

- (2) The unique and substantially different character of this Planned Unit Development requires that it be processed as a special use, requiring the establishment herein of specific additional procedures, standards and exceptions to the development of the Property to meet the objectives therefor set forth in the Bartlett Zoning Ordinance, including, but not limited to, providing for the prevention and/or control of soil erosion, surface flooding and the preservation of subsurface water and promote the more efficient use of land resulting in more economic networks of utilities, circulation and other facilities.
- (3) The development conforms with comprehensive planning principles and the general planning policies and precedents of the Village, particularly with reference to the following:
 - (a) Land use policies;
 - (b) Land use intensity;
 - (c) Housing goals;
 - (d) Traffic impact and parking;
 - (e) Impact on schools, public utilities and facilities;
 - (f) The character of the Village and the specific neighborhood; and
 - (g) The conservations and enhancement of the tax base and economic well-being of the Village.
- (4) Each of the proposed uses for the Property are a permitted or special uses in the Similar Zoning Districts.
- (5) The Amended Planned Unit Development of the Property is so designed, located and proposed to be operated and maintained that the public health, safety and welfare will not be endangered or detrimentally affected.
- (6) The Amended Planned Unit Development of the Property, which includes Mining Operations thereunder, shall not substantially lessen or impede the suitability for the permitted uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity, and the environmental impact on other properties, in particular the Fen and the IDNR Property, will be reduced as much as reasonably practical and/or will be otherwise mitigated by the Owners, who agreed to and made significant modifications to the stormwater management and drainage in the area in

consultation with the Illinois Department of Natural Resources and other interested parties in accordance with the Illinois Endangered Species Protection Act (520 ILCS 10/1, *et seq.*) and the Illinois Natural Areas Preservation Act (525 ILCS 30/1, *et seq.*).

- (7) The Amended Planned Unit Development makes provision for adequate utilities, drainage and other necessary facilities.
- (8) The Amended Planned Unit Development which include certain road and intersection improvements which have already been constructed by the developer of the Property, makes adequate provision for parking and ingress and egress and is so designed as to minimize traffic congestion and hazards in the public street, and in particular to minimize truck traffic from the development property onto West Bartlett Road.
- (9) The Amended Planned Unit Development contains adequate site area and other buffering features to protect the uses within the development and on surrounding properties.
- (10) The Owner's financial resources, including the security for its obligations required under the Public Improvements Completion Agreement for the Blue Heron Business Park, incorporated herein by reference, give reasonable assurance that if the proposed Planned Unit Development is authorized that the proposed development of the Property will be completed and adequately maintained.
- (11) In connection with the modifications proposed, the Amended Planned Unit Development is laid out and will be developed as a unit in accordance with an integrated overall design. The design provides for safe, efficient, convenient and harmonious grouping of structures, uses and facilities, and for appropriate relation of space inside and outside buildings to intended uses and structural features.
- (12) Common open space in the development is not at issue due to the close proximity of the Property to the acres of open space owned by the Illinois Department of Natural Resources ("IDNR").
- (13) Exposed storage areas, trash and garbage retainers, exposed machinery installations, service areas, truck loading areas, utility buildings and structures, and similar accessory areas and structures shall be made as unobtrusive as possible. They shall be subject to such setbacks, special planting or screening methods as shall reasonably be required to prevent their being incongruous with the existing or contemplated environment and the surrounding properties.

- (14)The underground mining and the commercial, office and industrial uses are designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected.
- (15)The underground mining, ancillary surface mining operations, and commercial, office and industrial uses will not substantially lessen or impede the suitability for adjacent permitted uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with other property in the immediate vicinity.
- (16)The Amended Planned Unit Development will provide adequate utilities, drainage and other necessary facilities.
- (17)The Amended Planned Unit Development provides adequate parking and ingress and egress and is so designed as to minimize traffic congestion and hazards in the public streets. Including those already built on the Property.
- (18)The Amended Preliminary PUD Plan has adequate site area, which is greater than the minimum in the similar Districts in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties.
- (19)That the Amended Planned Unit Development is desirable to provide a mix of uses, including the underground Mining Operations, which are in the interest of public convenience and will contribute to the general welfare of the community;
- (20)That the Amended Planned Unit Development, including the underground Mining Operations, 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;
- (21)That the special use for the Amended Planned Unit Development, including the underground Mining Operations, shall conform to the regulations and conditions specified in the Zoning Ordinance for such use and with the stipulation and conditions made a part of the authorization granted by the Corporate Authorities.
- (22)Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
- (23)There shall be reasonable assurance that, if authorized, this facility will be completed according to an appropriate schedule and adequately maintained.

- C. The Corporate Authorities, after due and careful consideration, have concluded and hereby affirm that the special use permit to amend the Planned Unit Development and plans on the terms and conditions herein set forth herein, and the terms and conditions of the Third Amended Annexation Agreement expressly incorporate herein by reference, will further enable the Village to control the development of the area and serve the best interests of the Village.

SECTION TWO: That the special use permit for a Planned Unit Development heretofore granted by Ordinance 2003-104 which provided that the Blue Heron Business Park Property be developed in accordance with a certain Preliminary PUD Plan attached thereto is hereby amended to provide that the Property be developed in accordance with the Amended Concept Plan attached hereto as **Exhibit I** and the Amended Preliminary PUD Plan attached hereto as **Exhibit J**, with the modifications to Zoning and Subdivision requirements set forth on Exhibit F-2 attached to Ordinance 2003-104 and subject to the Resource and Mining Protection Measures attached to Ordinance 2003-104 as Exhibit E-3, and allowing as permitted, special and/or accessory uses for the surface uses of the Property those as listed on **Exhibit L**, and the permitted, special and accessory uses for the subsurface of the Property those as listed on **Exhibit M** (collectively, the "Amended Planned Unit Development"), subject to the terms and conditions set forth in Section Six of this Ordinance.

SECTION THREE: That the Amended Concept Plan attached hereto as **Exhibit I** and the Amended PUD Plan attached hereto as **Exhibit J** are hereby approved, upon the condition the Property will be developed in accordance with the said Amended Concept Plan and the said Amended PUD Plan subject to the terms, conditions and requirements set for in Section Six of this Ordinance:

SECTION FOUR: The Corporate Authorities do hereby find that the proposed 2015 Amended Pre-Approved Site Plan for the Property attached hereto as **Exhibit K** (the "2015 Amended Pre-Approved Site Plan"), prepared for Abbott Land and Investment Corporation dated November 3, 2015, and last revised January 21, 2016, and expressly incorporated herein meet all appropriate standards established for site plans under the Bartlett Zoning Ordinance and make the following findings regarding said 2015 Amended Pre-Approved Site Plan:

- (1) That the proposed industrial/warehouse buildings are permitted uses in the 2015 Pre-Approved Site Plan for Blue Heron Business Park Development Areas 1 and 4 PD Zoning District;
- (2) That the proposed buildings, off-street parking, access, lighting, landscaping and drainage are compatible with adjacent land uses;
- (3) That the vehicular ingress and egress to and from the site and circulation within the prospective site in said Area 1 and portions of Area 4 adjacent to the IDNR property provides for safe, efficient and convenient movement of

traffic not only within the site but on adjacent roadways as well;

- (4) That the 2015 Amended Pre-Approved Site Plan provides for the safe movement of pedestrians within the site;
- (5) That there is a sufficient mixture of grasses, 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, shrubs and/or native plantings or native grass; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
- (6) That all outdoor storage areas will be screened in accordance with standards specified by the Bartlett Zoning Ordinance.

SECTION FIVE: That the 2015 Amended Pre-Approved Site Plan for the Property is hereby approved for Development Area 1 and that portion of Development Area 4 which is contiguous to the property owned by the IDNR, as those areas are depicted on the Amended Preliminary PUD Plan, upon the condition that the Property will be developed in accordance with the terms, conditions and requirements set forth in Section Six of this Ordinance and the following condition:

An applicant that intends to develop in Development Area 1 and/or in Development Area 4 adjacent to the IDNR property in accordance with the 2015 Amended Pre-Approved Site Plan shall submit the same to the Bartlett Community Development Director, who shall determine it is in accordance with the 2015 Amended Pre-Approved Site Plan, or the dimensions are in proportion to the 2015 Amended Pre-Approved Site Plan, and if he or she determines that it is, then the applicant shall not be required to obtain site plan approval from the Corporate Authorities.

SECTION SIX: The Amended Planned Unit Development, the amended special use permit for the Amended Planned Unit Development granted in Section Two, the approval of the Amended Concept Plan and Amended Preliminary PUD Plan granted in Section Three, and the approval of the 2015 Amended Pre-Approved Site Plan approved in Section Five of this Ordinance shall be further subject to the following conditions:

- A. Staff approval upon building permit submittals for compliance with the 2015 Amended Pre-Approved Site Plan (Exhibit K), if applicable;
- B. The developer shall prepare Covenants, Conditions and Restrictions for the continued maintenance and upkeep of the buffer areas and native planting areas for review and approval by the Village Attorney.

- C. Compliance with or satisfaction of all of the terms and conditions of the Annexation Agreement as amended by the First Amendment thereto, the Second Amendment thereto and the Third Amendment thereto, with the most recent amendment controlling over any inconsistent provision in the Annexation Agreement or prior amendment to the Annexation Agreement.
- D. The developer shall prepare plats of easements for utility easements granted to the Village and such combined or separate plats of easements for signs and landscape buffer easements for review and approval by the Village Attorney.
- E. Construction of the 50 foot wide landscape buffer area along the eastern boundary of the Property and establishment of the native grass planting areas on or before December 31, 2017.
- F. Compliance with or satisfaction of all the terms and conditions of the Public Improvements Completion Agreement for the Blue Heron Business Park Property.
- G. Mining Plans. In the event the Owners, or any of them, allow any portion of the property to be mined, not less than six (6) before the optional portal or any mining activities on or under the Property take place, the Owners or the Mining Operator shall submit detailed operating and mining plans to the Village for review as set forth hereinbelow and/or in the Resource and Mining Protection Measures attached to Ordinance 2003-104 as *Exhibit E-3*. Such underground mining plans shall include a sub-surface facility construction schedule indicating the estimated construction time and the projected start and completion dates for the following: (a) portal and decline; (b) crushing and screening facilities; (c) ventilation shafts; (d) material handling belt conveyors; (e) ventilation fan; and (e) offices, shop buildings, warehouses and sanitation facilities. The mining plans shall also include a mine map at a scale of one inch equals 200 feet showing the following: (i) property boundaries and names of adjacent property owners; (ii) limits of mining on the Property; (iii) limits of mining by calendar quarter for the first year through the third year after commencement; (iv) limits of mining by year for years 4 through 5 after commencement of Mining Operations on the Property; (v) material handling belt conveyors not exceeding thirty-five (35) feet in height; (vi) ventilation shafts and description of ventilation, including horsepower, projected water gauge, quantity of air and operating schedule; (vii) general description of the blasting procedures that will be utilized for the optional portal and decline, if any; and (viii) general description of blasting procedures that will be utilized during underground mining operations, if any. The Village may visit the Property periodically to check on the Mining Operator's progress and Mining Operations if any portion of the Property, including underground, is mined. The operating plans shall include a production schedule indicating the commencement of mining operation on the property and projecting the quantity of material to be mined quarterly for the first year through the third year after Mining Operations commence on the Property, and annually for years 4 through

year 5 of the mining on or under the Property. Mining Operators shall submit an updated mine map to the Village annually and may furnish a copy of the updated mine map it files with the Mine Safety and Health Administration annually to satisfy this requirement.

- H. Insurance. In the event the Owners allow underground mining under the Property, the Owners shall require the Mining Operator to, at all times, maintain commercial general liability insurance, and, if necessary, commercial excess liability insurance with a limit of not less than \$5,000,000 each occurrence subject to a \$20,000,000 aggregate commercial general liability insurance, which shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury, advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). This policy shall be endorsed to cover sudden and accidental type pollution and contamination liabilities and will contain an endorsement covering explosion, collapse or underground property. Such insurance shall be provided by an insurance company with a policy rating of not less than BBB and a financial rating of not less than VIII in the most recent edition of A. M. Best's Key Rating Guide. The Village shall be a certificate holder and shall be given not less than ten (10) day's written notice of the cancellation or material change of any of the foregoing insurance coverage. The failure to maintain such insurance, provided that it is commercially available, shall be the basis for the Village to suspend the Mining Operator's business license and cause it to cease the Mining Operations until such insurance is reinstated with equivalent insurance coverage from an insurance company meeting the aforesaid minimum rating of BBB/VIII in A.M. Best's Key Rating Guide.
- I. Indemnification. Owners shall cause the Mining Operator to execute an indemnification agreement, or provide in its lease with the Owners, that to the fullest extent permitted by law, the Mining Operator shall defend, indemnify and hold the Village, and each of its past, present and future officers, officials, employees, consultants, attorneys and agents, harmless from and against all loss, damages, claims, suits, causes of action (whether brought at law or in equity), liability, judgments, penalties, fines, costs and expenses, including, but not limited to, legal fees (attorney's fees, paralegal's fees, expert witness fees and court costs) arising out of or resulting from (a) Mining Operator's breach of any of its obligations under, or Mining Operator's default of, any provision of said agreement attributable to it; (b) the construction and/or operation by the Mining Operator of the mine, or provided any such loss, damage, claim, suit, cause of action, liability, judgment, penalty, fine, cost or expense (i) is attributable to bodily injury, sickness, death or injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Mining Operator, or any of its respective contractors, subcontractors or material suppliers, any person or entity directly or indirectly employed by any of them, or any person or entity for whose acts any of them may be liable, except to the extent caused in part by the party indemnified hereunder; and (c) any claim or suit for damages brought by any

property owners alleging a loss or damages caused by the Mining Operator, its employees, parent company, affiliates, agents, contractors, designees, business invitees successors and/or assigns from the operation of the mine.

In addition, the Mining Operator shall, at its expense, appear, defend, and pay all reasonable charges of attorneys and costs and other expenses arising therefrom and incurred in connection therewith as to the matters set forth above, and, if any judgment shall be entered, or fine or penalty imposed against the Village, or any of its past, present and future officers, officials, consultants and attorneys, or any of them, in any such action or proceeding, the Mining Operator shall at its own expense satisfy and discharge the same.

- J. Resource and Mining Measures. All of the Mining Operations shall be conducted in compliance with the terms, conditions and ongoing obligations expressly set forth in the Resource and Mining Protection measures, which are attached as Exhibit E-3 to Ordinance 2003-104 which are expressly incorporated herein by reference.
- K. Landscaping. The minimum area of each Development Area of the Property to be devoted to green open space and landscaping shall not be required to be greater than fifteen (15%), including the on-site/off-site detention areas serving the Property and open space within the Property; provided, however, nothing contained herein shall modify, reduce, cancel or release the developer's obligation to construct the fifty foot (50') wide landscape buffer along the eastern boundary of the Property.
- L. Reimbursement of Mining Consultant's Fees. The Village staff does not have the specialized expertise to make reviews and determinations regarding the initial and supplemental Mining Plans, if any, or compliance with the Resource and Mining Protection Measures if applicable. Therefore, if the Owners, or any of them, sell, lease or grant any easement or license to allow any underground mining, or ancillary improvements, on or under the Property, the Mining Operator shall be required to reimburse the Village for the cost of review by its mining and environmental consultants of such Mining Plans when submitted, and to certify compliance with the Resource and Mining Protection Measures.

If some component or structure within the mining operation is approved and installed or constructed pursuant to permits issued by, or applications of the Owners and/or the Mining Operator approved by, MSHA, the IEPA or the Illinois Department of Transportation, the Village's consultants' only duty shall be to verify with the applicable governmental agency(ies) that issued the permit(s) and/or approval(s), that it inspected the improvements, component or structure after it was installed or constructed, and determined that the same were properly installed or constructed. In the event the applicable governmental agency does not confirm that it inspected the project to determine that it was installed or constructed in accordance with the permit or approval, it issued, then the

Village's consultants may inspect and verify that the improvements, component(s) or structure(s) were properly installed.

The Village and its mining and environmental consultants shall have the right to conduct inspections of the Property at any reasonable time upon notice to the Owners and the Mining Operator shall grant access to all areas of the Property under their respective control. During each inspection, the developer shall provide documents and records related to compliance with the Annexation Agreement, including the Resource and Mining Protection Measures and all applicable federal, state, and local laws, statutes, code, regulations, standards, rules and ordinances.

SECTION SEVEN: The development of the Property shall be governed by the requirements of the Bartlett Building Code, the Bartlett Subdivision and PUD Ordinance and the Bartlett Zoning Ordinance, as amended, except to the extent that they are expressly and specifically modified by this Ordinance, and/or the Third Amended Annexation Agreement. In the event of a conflict between the terms of this Ordinance and the Third Amended Annexation Agreement, the terms of the Third Amended Annexation Agreement shall control.

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

SECTION TEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon passage, approval and publication and pamphlet form.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016-_____ enacted on February 16, 2016 and approved on February 16, 2016, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A
WELCH PARCEL
LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST, 1145.66 FEET, ALONG THE EAST LINE OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, 185.40 FEET, ALONG A LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 (AS MEASURED PERPENDICULAR TO SAID SOUTH LINE), TO THE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES 10 MINUTES 47 SECONDS WEST, 161.82 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, 1234.13 FEET, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1500.0 FEET, TO THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 25, AS PER DOCUMENT NO. 330865; THENCE NORTH 3 DEGREES 11 MINUTES 56 SECONDS WEST, 126.67 FEET, ALONG SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, 1339.01 FEET, ALONG SAID LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

AREA = 162,884.35 SQ. FT. OR 3.74 ACRES
PIN: 06-25-400-032

EXHIBIT B
Legal Description of Southwind Parcels

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF KENYON ROAD, WEST OF THE WEST LINE OF MILES PARKWAY AND NORTH OF THE NORTH LINE OF SLADE ROAD, ALL DEDICATED AS DOCUMENT 2004K116375 RECORDED SEPTEMBER 2, 2004, AND LYING EAST OF THE EAST LINE OF PARCEL 1GG0001 OF ILLINOIS ROUTE 25 PER WARRANTY DEED RECORDED JANUARY 7, 2009 AS DOCUMENT 2009K000916, IN KANE COUNTY, ILLINOIS.

PIN: 06-36-200-024

CONTAINING 731,137 SQ.FT. OR 16.7846 AC., MORE OR LESS.

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 527.87 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 738.34 FEET CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT 1338.20 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AS MEASURED ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 752.54 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 84.02 FEET AND CHORD BEARING NORTH 06 DEGREES 43 MINUTES 11 SECONDS EAST; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 655.21 FEET ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY; THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS EAST, A DISTANCE OF 742.00 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-36-200-026

CONTAINING 548,141 SQ. FT. OR 12.5836 AC., MORE OR LESS.

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF KENYON ROAD AND WEST OF THE WEST LINE OF MILES PARKWAY, ALL DEDICATED AS DOCUMENT 2004K116375 RECORDED SEPTEMBER 2, 2004, AND LYING EAST OF THE EAST LINE OF PARCEL 1GG0003 OF ILLINOIS ROUTE 25 PER WARRANTY DEED RECORDED JANUARY 7, 2009 AS DOCUMENT 2009K000917, AND LYING SOUTH OF THE SOUTH LINE OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 6, 2003 AS DOCUMENT 2003K137891, IN KANE COUNTY, ILLINOIS.

PIN: 06-25-400-035

CONTAINING 898,169 SQ.FT. OR 20.6191 AC., MORE OR LESS.

EXHIBIT C
Legal Description of Bluff City Parcel

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES 42 MINUTES 22 SECONDS WEST, A DISTANCE OF 336.79 FEET TO A POINT 1,163.55 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1500 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25 AS MEASURED ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 AND ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 740.84 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY AND THE SOUTHERLY RIGHT OF WAY LINE OF VULCAN BOULEVARD DEDICATED PER DOCUMENT NO. 2004K116375 THE FOLLOWING FIVE COURSES: THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 874.48 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.00 FEET, AN ARC DISTANCE OF 135.40 FEET AND CHORD BEARING NORTH 44 DEGREES 04 MINUTES 32 SECONDS EAST; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 369.52 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 153.00 FEET, AN ARC DISTANCE OF 164.65 FEET AND CHORD BEARING NORTH 57 DEGREES 49 MINUTES 48 SECONDS EAST; THENCE NORTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 127.52 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTH 1500 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 89.24 FEET ALONG SAID NORTH LINE, ALSO BEING THE SOUTH LINE OF VULCAN BOULEVARD DEDICATED PER DOCUMENT NO. 2004K116376 TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 1,163.55 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-25-400-034

CONTAINING 740,520 SQUARE FEET OR 17.000 ACRES, MORE OR LESS.

EXHIBIT D
Legal Description of Kelley IRA Parcel

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, A DISTANCE OF 742.08 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 25 TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 347.55 FEET ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY; THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS EAST A DISTANCE OF 740.84 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 336.79 FEET ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 25 TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-25-400-036

CONTAINING 253,695 SQUARE FEET OR 5.824 ACRES, MORE OR LESS.

EXHIBIT E
Legal Description of Haworth IRA Parcel

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 527.87 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 742.00 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 517.10 FEET ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 742.08 FEET ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-36-200-023

CONTAINING 387,684 SQUARE FEET OR 8.9 ACRES, MORE OR LESS.

EXHIBIT F
Legal Description of Gifford Parcels

Gifford Parcel 1

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 426.19 FEET ALONG SAID SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY TO A SOUTHERLY RIGHT OF WAY LINE OF MILES PARKWAY; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY, SOUTHWESTERLY AND WESTERLY RIGHT OF WAY LINE OF SAID MILES PARKWAY: THENCE NORTH 88 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 333.92 FEET; THENCE EASTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 117.00 FEET, AN ARC DISTANCE OF 185.13 FEET AND CHORD BEARING SOUTH 45 DEGREES 50 MINUTES 18 SECONDS EAST; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 256.90 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE THE FOLLOWING TWO COURSES ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE SOUTH 44 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 71.18 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 383.33 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-36-200-021

CONTAINING 184,190 SQ.FT. OR 4.2284 AC., MORE OR LESS.

Gifford Parcel 2

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD: THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 280.02 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE THE FOLLOWING EIGHT COURSES ALONG THE EASTERLY, NORTHEASTERLY AND SOUTHERLY RIGHT OF WAY LINES OF MILES PARKWAY: THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 256.03 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 289.56 FEET AND CHORD BEARING NORTH 45 DEGREES 50 MINUTES 18 SECONDS WEST; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 245.87 FEET; THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET AND CHORD BEARING NORTH 47 DEGREES 06 MINUTES 45 SECONDS WEST; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 593.87 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS

OF 267.00 FEET, AN ARC DISTANCE OF 97.51 FEET AND CHORD BEARING NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST; THENCE NORTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 127.83 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 22.78 FEET AND CHORD BEARING NORTH 15 DEGREES 54 MINUTES 28 SECONDS EAST; THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS EAST, A DISTANCE OF 752.54 FEET ALONG A LINE AT RIGHT ANGLES TO SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 1338.20 FEET ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. EXCEPT THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD: THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 280.02 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE THE FOLLOWING TWO COURSES ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 256.03 FEET; THENCE ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 130.86 FEET AND A CHORD BEARING NORTH 20 DEGREES 59 MINUTES 40 SECONDS WEST TO THE POINT OF BEGINNING; THENCE THE FOLLOWING SIX COURSES ALONG THE RIGHT OF WAY LINE OF SAID MILES PARKWAY CONTINUING ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 158.70 FEET AND A CHORD BEARING NORTH 66 DEGREES 19 MINUTES 26 SECONDS WEST; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 245.87 FEET; THENCE ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET AND A CHORD BEARING NORTH 47 DEGREES 06 MINUTES 45 SECONDS WEST; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 593.87 FEET; THENCE ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 97.51 FEET AND A CHORD BEARING OF NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST; THENCE NORTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 87.64 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 488.32 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 29 SECONDS EAST, A DISTANCE OF 778.93 FEET; THENCE SOUTH 48 DEGREES 15 MINUTES 23 SECONDS WEST, A DISTANCE OF 121.64 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

PART OF PIN: 06-36-200-020
CONTAINING 431,758 SQ.FT. OR 9.912 AC., MORE OR LESS

EXHIBIT G
Legal Description of Chicoine Parcel

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD: THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 280.02 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE THE FOLLOWING TWO COURSES ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 256.03 FEET; THENCE ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 130.86 FEET AND A CHORD BEARING NORTH 20 DEGREES 59 MINUTES 40 SECONDS WEST TO THE POINT OF BEGINNING; THENCE THE FOLLOWING SIX COURSES ALONG THE RIGHT OF WAY LINE OF SAID MILES PARKWAY CONTINUING ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 158.70 FEET AND A CHORD BEARING NORTH 66 DEGREES 19 MINUTES 26 SECONDS WEST; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 245.87 FEET; THENCE ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET AND A CHORD BEARING NORTH 47 DEGREES 06 MINUTES 45 SECONDS WEST; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 593.87 FEET; THENCE ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 97.51 FEET AND A CHORD BEARING OF NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST; THENCE NORTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 87.64 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 488.32 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 29 SECONDS EAST, A DISTANCE OF 778.93 FEET; THENCE SOUTH 48 DEGREES 15 MINUTES 23 SECONDS WEST, A DISTANCE OF 121.64 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

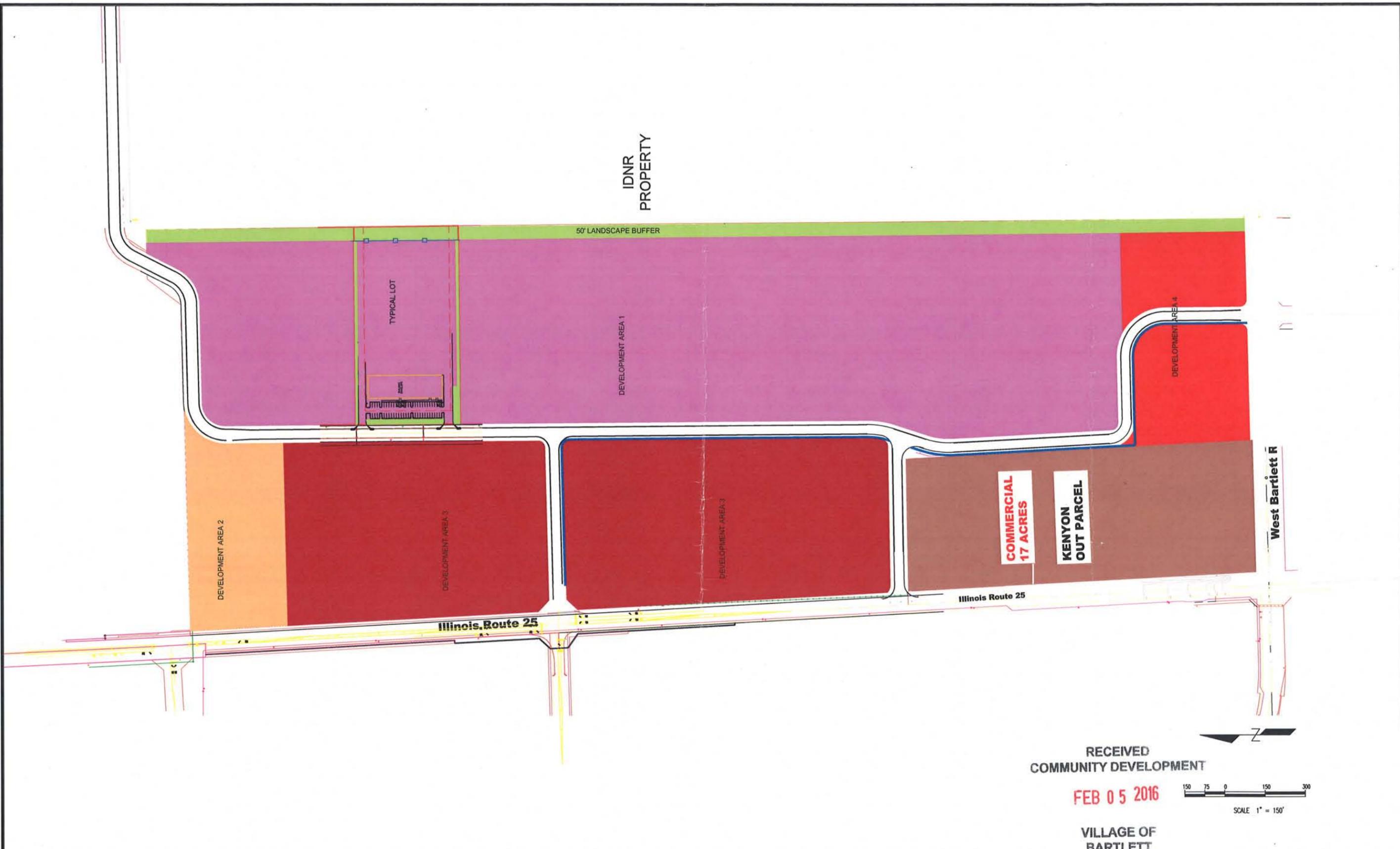
PART OF PIN: 06-36-200-020
CONTAINING 414,682 SQ.FT. OR 9.520 AC., MORE OR LESS.

EXHIBIT H

Legal Description of Overall Parcel (excluding Welch property)

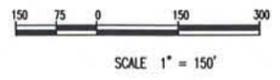
THAT PART OF THE NORTHEAST QUARTER OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 25, ALL IN TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 57.44 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36, TO THE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE COURSES ALONG THE NORTHERLY LINE OF WEST BARTLETT ROAD RECORDED FEBRUARY 27, 2008 AS DOCUMENT 2008K010201; THENCE SOUTH 88 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 280.02 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.25 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 44 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 71.18 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 383.33 FEET; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 1288.79 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 466.86 FEET, TO A POINT 77.14 FEET EASTERLY OF THE CENTERLINE OF ILLINOIS ROUTE 25 ALONG LAST DESCRIBED BEARING; THENCE NORTH 00 DEGREES 52 MINUTES 06 SECONDS WEST, A DISTANCE OF 66.00 FEET, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 28 DEGREES 52 MINUTES 35 SECONDS WEST, A DISTANCE OF 68.68 FEET, TO A POINT ON A LINE 50.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTHERLY ALONG THE EASTERLY LINE OF ILLINOIS ROUTE 25 ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397,001.85 FEET, AN ARC LENGTH OF 216.11 FEET AND A CHORD BEARING NORTH 03 DEGREES 11 MINUTES 00 SECONDS WEST; THENCE NORTH 03 DEGREES 11 MINUTES 56 SECONDS WEST, A DISTANCE OF 896.00 FEET, ALONG SAID LINE 50 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 42 DEGREES 43 MINUTES 57 SECONDS EAST, A DISTANCE OF 55.67 FEET, TO A POINT ON A LINE 90.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 03 DEGREES 11 MINUTES 56 SECONDS WEST, A DISTANCE OF 66.03 FEET, ALONG SAID LINE 90.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 47 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 57.51 FEET, TO A POINT ON A LINE 50.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 03 DEGREES 11 MINUTES 56 SECONDS WEST, A DISTANCE OF 1301.37 FEET (1301.23 FEET RECORD), ALONG SAID LINE 50.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 1217.12 FEET; THENCE NORTH 37 DEGREES 10 MINUTES 47 SECONDS EAST, A DISTANCE OF 161.82 FEET, TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 185.40 FEET, ALONG SAID NORTH LINE; THENCE SOUTH 00 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 1500.33 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 2604.42 FEET, ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING, EXCEPT THAT PART HERETOFORE DEDICATED FOR MILES PARKWAY, SLADE ROAD AND KENYON ROAD RECORDED SEPTEMBER 02, 2004 AS DOCUMENT 2004K116375, IN THE VILLAGE OF BARTLETT, KANE COUNTY, ILLINOIS.



RECEIVED
COMMUNITY DEVELOPMENT

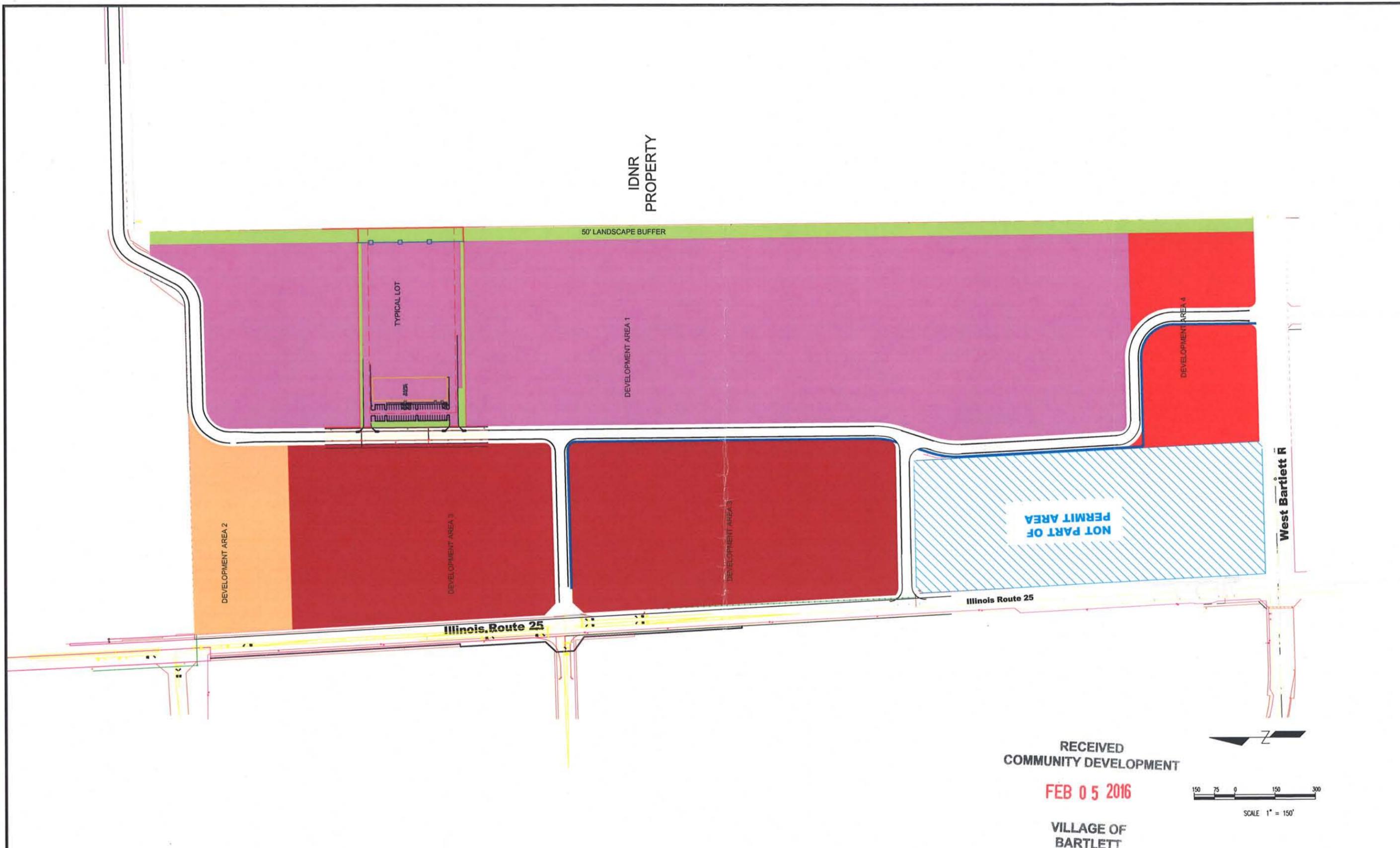
FEB 05 2016



VILLAGE OF
BARTLETT

PREPARED BY:  ABBOTT LAND AND INVESTMENT CORP. Commercial and Industrial Real Estate 2250 Southwind Boulevard □ Bartlett, Illinois 60103 Phone 630-497-9440 □ fax 630-497-3477	DESIGNED MSD DRAWN MSD APPROVED DATE 11-3-15 SCALE 1"=150'	OWNER xxx Proj Type xxx Proj # xxx Folder xxx File xxx	NOTICE <small>This print and its contents are the property of Bluff City Materials, Inc. and is subject to release upon demand and is not to be used in any way that could be considered to be detrimental to their interests.</small> TOLERANCES <small>(EXCEPT AS NOTED)</small>	Location Blue Heron Bus Park	SHEET 1			
				DATE 	DESCRIPTION OF REVISION 	BY 	Title Exhibit I: Amended Concept Plan	1

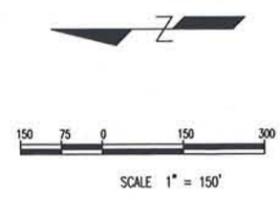
S:\GIS\Projects\2015\Blue Heron Bus Park\Presentation\Concept Plan Exhibit I-14-15-REVISED-16.dwg, 2/2/2016 11:33:27 AM



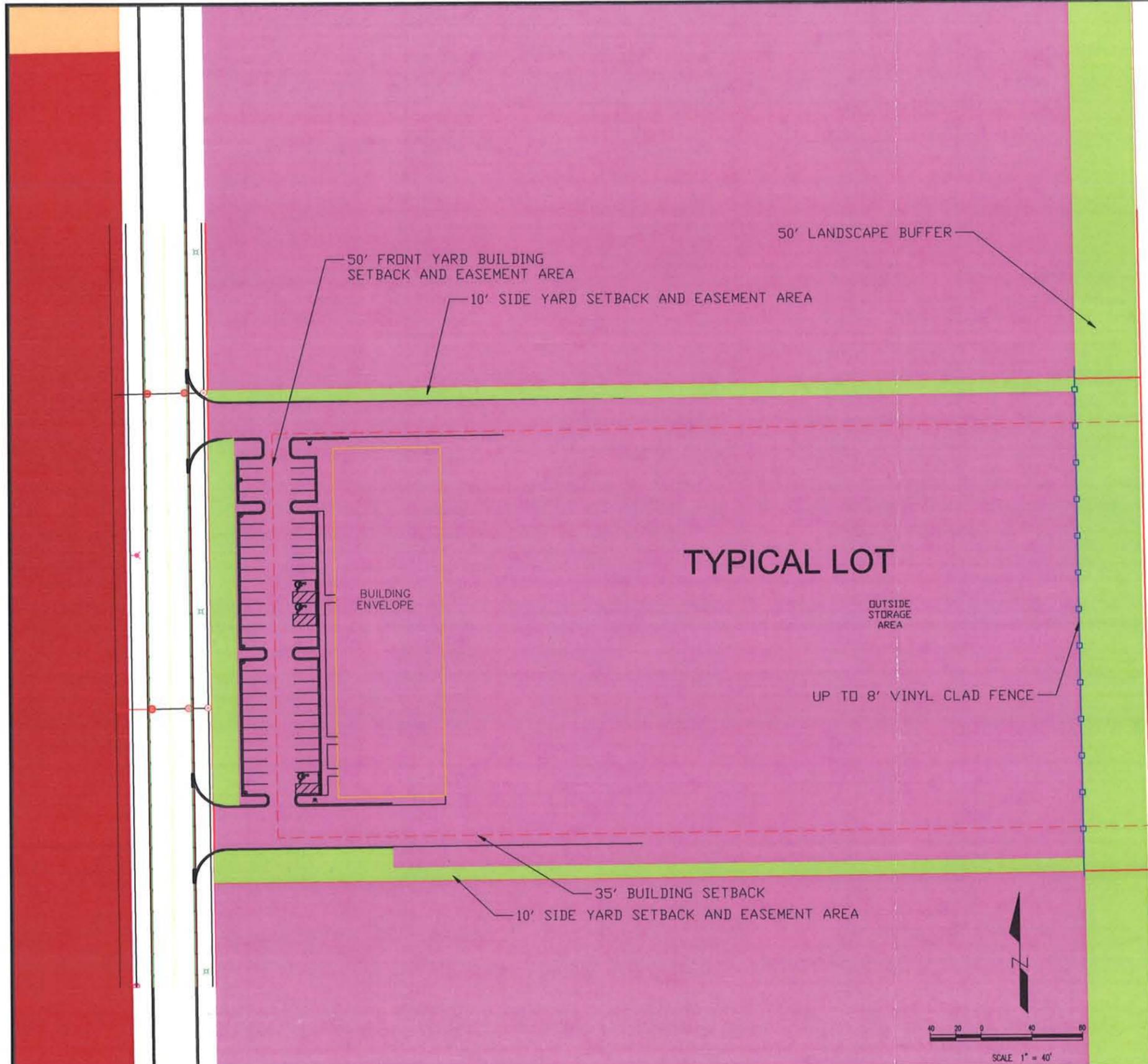
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COMMUNITY DEVELOPMENT

FEB 05 2016

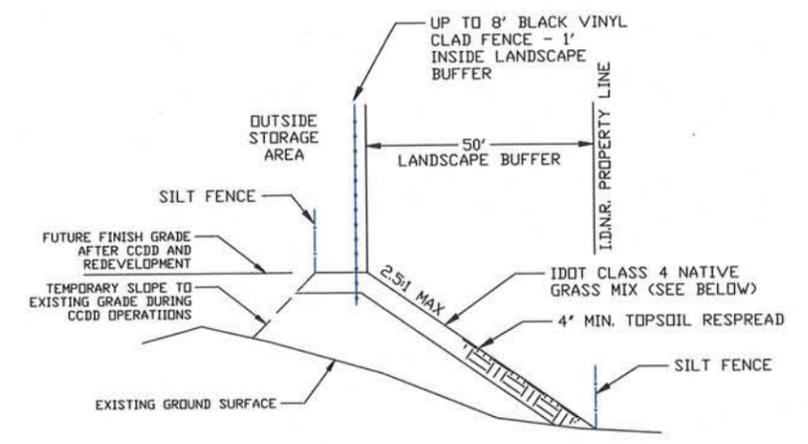
VILLAGE OF
BARTLETT



PREPARED BY:  ABBOTT LAND AND INVESTMENT CORP. Commercial and Industrial Real Estate 2250 Southwind Boulevard • Bartlett, Illinois 60103 Phone 630-497-9440 • fax 630-497-3477	PREPARED FOR:	DESIGNED	MSD	OWNER	xxx	NOTICE <small>This print and its contents are the property of Bluff City Materials, Inc. and is subject to return upon demand and is not to be used in any way that could be considered to be detrimental to their interests.</small> TOLERANCES (EXCEPT AS NOTED)	Location	Blue Heron Bus Park Exhibit J: Amended Preliminary PUD Plan	SHEET 1
		DRAWN	MSD	Proj Type	xxx				
		APPROVED		Proj #	xxx				
		DATE	11-3-15	Folder	xxx				
		SCALE	1"=150'	File	xxx				
DATE	DESCRIPTION OF REVISION	BY							

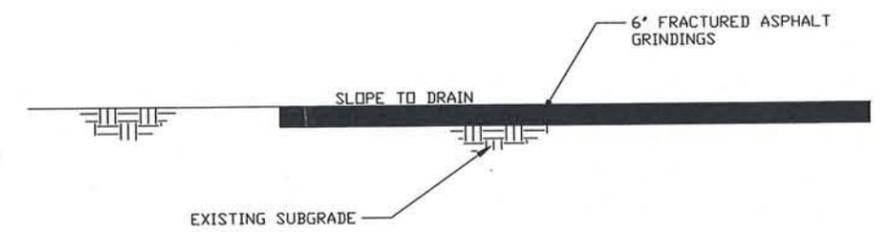


GENERAL 50' BUFFER DETAIL (N.T.S.).
(SEE SHEET 2 FOR ADDITIONAL CROSS SECTIONS)



CLASS - TYPE	SEEDS	LB/ACRE (KG/HECTARE)
4	Native Grass 6/, 8/	
	Andropogon Gerard (Big Blue Stem) 5/	4 (4)
	Andropogon Scoparius (Little Blue Stem) 5/	5 (5)
	Bouteloua Curtipendula (Side-Oats Grama) 5/	5 (5)
	Elymus Canadensis (Canada Wild Rye) 5/	1 (1)
	Panicum Virgatum (Switch Grass) 5/	1 (1)
	Sorghastrum Nutans (Indian Grass) 5/	2 (2)
	Annual Ryegrass	25 (25)
	Dats, Spring	25 (25)
	Perennial Ryegrass	15 (15)

STORAGE AREA PAVEMENT
DETAIL (N.T.S.).



FRAP Specifications

- Material: Course Graded FRAP (Fractionated Reclaimed Asphalt Pavement)
- Gradation: Meet IDDT CA-7 Gradation for course aggregate materials.
- Porosity: Minimum Porosity of 33%

RECEIVED
COMMUNITY DEVELOPMENT
FEB 05 2016

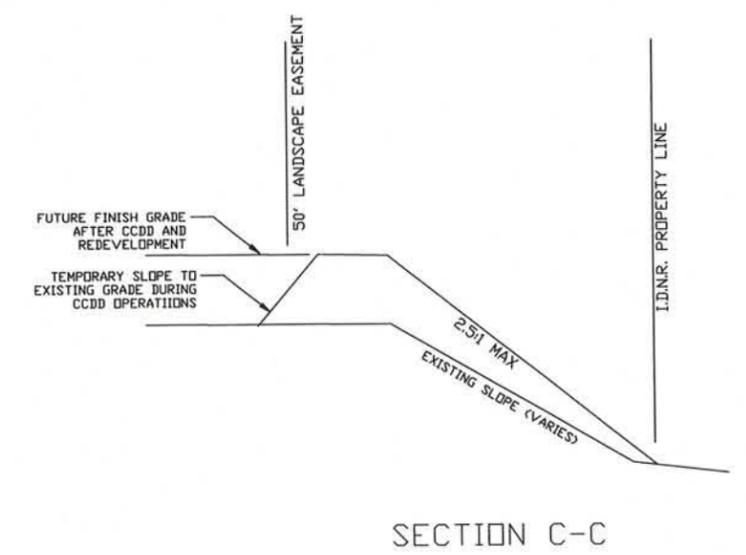
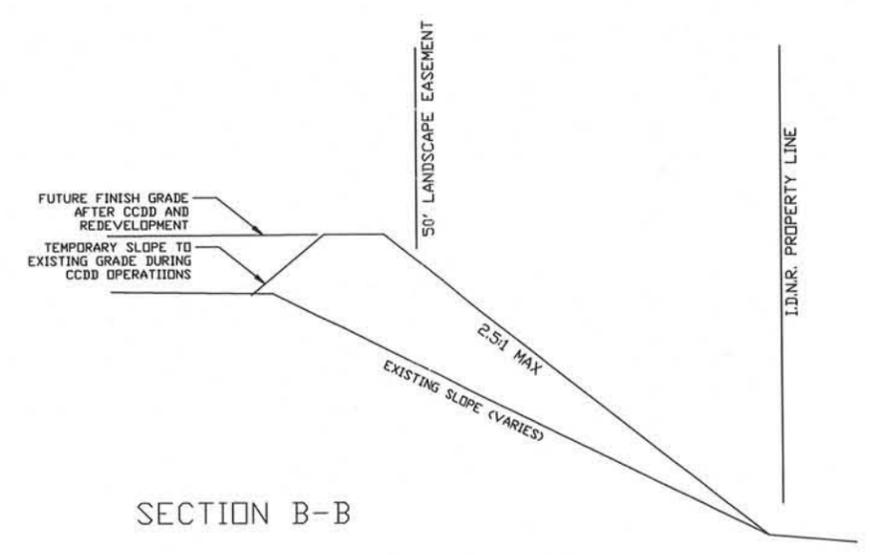
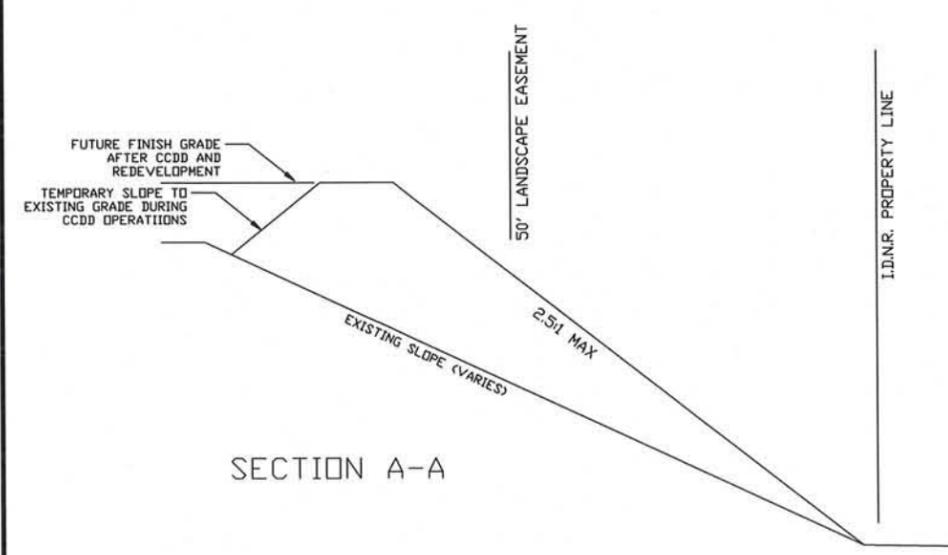
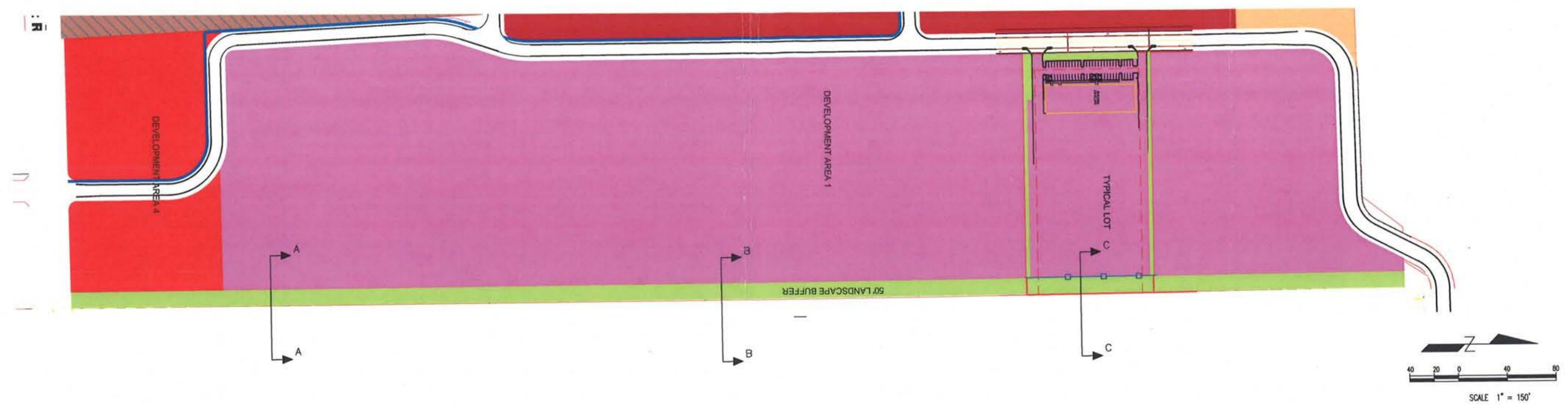
PREPARED BY: **ABBOTT LAND AND INVESTMENT CORP.**
Commercial and Industrial Real Estate
2250 Southwind Boulevard • Bartlett, Illinois 60103
Phone 630-497-9440 • fax 630-497-3477

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	MSD	OWNER	xxx
DRAWN	DMR	Proj Type	xxx
APPROVED		Proj #	xxx
DATE	2-1-16	Folder	xxx
SCALE	1"=40'	File	xxx

NOTICE
This plan and its contents are the property of Bluff City Materials, Inc. and is subject to return upon demand and is not to be used in any way that could be considered to be detrimental to their interests.
TOLERANCES (EXCEPT AS NOTED)

Location: **Blue Heron Bus Park**
Title: **Exhibit K: 2015 Amended Pre-approved Site Plan**
VILLAGE OF BARTLETT
1
2



50' LANDSCAPE BUFFER SLOPE GRADING CROSS SECTIONS

RECEIVED
COMMUNITY DEVELOPMENT
FEB 05 2016
VILLAGE OF
BARTLETT

PREPARED BY:

ABBOTT LAND AND INVESTMENT CORP.
Commercial and Industrial Real Estate
2250 Southwind Boulevard • Bartlett, Illinois 60103
Phone 630-497-9440 • fax 630-497-3477

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	MSD	OWNER	xxx
DRAWN	DMR	Proj Type	xxx
APPROVED		Proj #	xxx
DATE	2-1-16	Folder	xxx
SCALE	1"=150'	File	xxx

<p>NOTICE This print and its contents are the property of Bluff City Materials, Inc. and is subject to return upon demand and is not to be used in any way that could be considered to be detrimental to their interests.</p> <p>TOLERANCES (EXCEPT AS NOTED)</p>	Location	SHEET
	Blue Heron Bus Park	2
Title	Exhibit K: 2015 Amended Pre-approved Site Plan	2

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EXHIBIT L
SURFACE USES (125 ACRES)

PD-Planned Development
District For the Planned Unit
Development

A. Permitted Uses

Except as otherwise expressly set forth herein, the following uses shall be permitted on the Property as permitted uses in connection with the Planned Unit Development:

In Development Areas 1, 2 and 3:

- (i) Any use or combination of uses permitted in the 1-1 Light Industrial District, provided such use is not listed as a special use or prohibited use herein, and meets the applicable performance standards set forth in Section 10- 7A-8 of the Bartlett Zoning Ordinance;
- (ii) Any manufacturing, fabricating, processing, parking and storage uses, provided such use is not listed as a special use or prohibited use herein and meets the applicable performance standards set forth in Section 10- 7A-8 of the Bartlett Zoning Ordinance;
- (iii) Any use or combination of uses permitted in the 8-4 Community Shopping District, provided such use is not listed as a special use or prohibited use herein; and
- (iv) Any use or combination of uses permitted in the Office/Research District, provided such use is not listed as a special sue or prohibited use herein.

In Development Area 4:

- (i) Any use or combination of uses permitted in the B-4 Community Shopping District, provided such use is not listed as a special use or prohibited use

The following uses shall be specifically designated as permitted uses on the Development Areas depicted on the Preliminary PUD Plan:

Development Area 1:

Garages, public and private

Development Areas 1 and 2:

Automotive services
Tree removal services
Towing services
Paper products and manufacturing
Woodworking and wood products manufacturing
Sewer and septic tank cleaning and rodding services
Concrete pipe manufacturing and outside storage operation currently conducted by Welch Brothers, Inc., or their successors, may be expanded onto the approximate north 150 feet only.

Development Areas 1, 2 and 3:

Plastics manufacturing
Boiler and tank remanufacturing
Boot and shoe manufacturing
Computer manufacturing
Electronic and scientific precision manufacturing
Pharmaceutical and medicine manufacturing
Furniture, bedding and carpet manufacturing
Glass products, production and sales
Pottery and ceramics manufacturing
Wearing apparel manufacturing

Development Areas 1, 2, 3 and 4:

The deep subsurface mining and removal of limestone, galena, gravel, sand and other minerals (collectively, "Resources"), via blasting and other means, and, as incidental or accessory operations to the foregoing (i) construction, maintenance and operation of such conveyors and other movable and immovable equipment located underground which is necessary to carry out the foregoing, including underground passages, shafts or entries through, to and from other miens and lands adjacent to or on the property; and (ii) the storage of explosives and such other equipment necessary to carry out the mining (all or any of the aforesaid purposes being hereinafter included within the term "Mining Operations"). Notwithstanding anything contained in this Agreement to the contrary, to the extent applicable, the Mining Operations shall be conducted in accordance with the standards set forth in the Fluorspar and Underground Limestone Mines Act (225 ILCS 710/1 et seq.) in addition to any other applicable state, local or federal requirements or performance standards governing the same.

Distribution Facilities
Ice Rinks
Incubator Space
Internet access center
Mail order houses
Bio-tech

B. Special Uses

Except as otherwise expressly set forth herein, the following uses shall be allowable as special uses in the PD-Planned Development Zoning District:

- (i) Those uses listed as special uses in the I-1 Light Industrial District and 1-2 General Industrial Zoning District, unless said use is listed as a permitted use or prohibited use herein;
- (ii) Those uses listed as special uses in the O-R Office Research District, unless said uses are listed as a permitted use or prohibited use herein; and
- (iii) Those uses listed as special uses in the B-1, B-2, B-3 and B-4 Commercial Districts, unless said uses are listed as a permitted use or prohibited use herein.

The following uses shall be specifically designated as special uses on the Lots depicted on the Preliminary PUD Plan:

Development Areas 1, 2 and 3:

Motor freight terminal

Development Areas 2 and 3:

Garages, public and private

Development Area 3:

Automotive service
Tree removal service
Towing service
Chemical processing and production
Paper products and manufacturing

Development Area 4:

Boiler and tank manufacturing
Boot and shoe manufacturing
Computer manufacturing
Electronic and scientific precision manufacturing
Pharmaceutical and medicine manufacturing
Furniture, bedding and carpet manufacturing
Glass products, production and sales
Pottery and ceramics manufacturing
Wearing apparel manufacturing

Development Areas 1, 2, 3 and 4:

Meat markets
Restaurants and cocktail lounges with dancing
Package liquor stores
Boat sales
Truck/trailer rental facilities

One permanent dwelling unit, not exceed 750 sq. ft. per zoning lot, justified by a need for on-site security, occupied by an employee of the business located on the property whose responsibility includes security.

C. Accessory Uses

Except as otherwise expressly set forth herein, the following uses shall be permitted as accessory uses in the Subterranean Mining Zoning District:

- (i) Accessory uses, buildings or other structures customarily incidental to and commonly associated with a permitted or special use are permitted, provided they are operated and maintained under the same ownership and on the same lot as the permitted use, do not include structures or structural features inconsistent with the permitted use, and do not involve the conduct of any separate business, profession, trade or industry; and
- (ii) Any accessory uses permitted in the B-1, B-2, B-3, B-4, I-1, I-2 or O/R Districts under the Bartlett Zoning Ordinance.

The following uses shall be specifically designated as permitted accessory uses on the Lots depicted on the Preliminary PUD Plan:

Development Areas 1, 2, 3 and 4:

Garages, carports or other off-street parking spaces. Truck parking. When trucks are parked within one hundred fifty (150) feet of a residence district boundary line, the size of the trucks shall be limited to not over one and one-half (1½) tons capacity.
Offices, incidental to a permitted or special use
On-site back-up generators
Outlet stores, retail accessory to a manufacturing or wholesale establishment
Signs as regulated in Chapter 12 of the Bartlett Zoning Ordinance
Tool houses, sheds and other similar buildings for the storage of supplies and equipment
Water retention and detention areas
Water systems, individuals
Ventilation and elevator shafts to service the Mining Operations and Subterranean

Uses accessory to the subterranean uses set forth in Exhibit G

Development Areas 1, 2 and 3:

Heliports

Development Areas 1 and 2:

Railroad spur tracks

D. Prohibited Uses

All uses not expressly authorized as permitted, special, accessory or subterranean uses are expressly prohibited. The following are specifically prohibited on the Property in connection with the Planned Unit Development:

Adult book stores

Adult cabarets

Adult entertainment establishments

Adult mini-motion picture theatres

Adult motion picture theatres

Asphalt plant

Automobile racetracks, raceways, speedways

Airports

Automobile salvage yards

Combination simple cycle and combine cycle electric generating facilities

Combined cycle electric generating facilities

Concrete batching plant

Creosote treatments or manufacturing

Fertilizer manufacturing

Incinerators

Junk yards

Landfills, dumps, manufacturing and industrial activities involving storage, utilization or manufacture of materials that decompose by deterioration, monoash landfills, transfer stations, back fills, hazmat waste landfills, garbage dumps, sanitary and solid waste landfills and use as accessory to or related to said uses. Notwithstanding the foregoing, nothing shall preclude the use of clean construction fill for reclamation activities and to fill the rooms and caverns created by subterranean mining.

Ore reduction

Paint facilities

Penal and correctional institutions

Petroleum processing or refining

Railroad switching yards

Rubber manufacturing or treatment

Salvage material yards
Simple cycle electric generating facilities
Soap manufacturing
Stock yards and slaughter houses
Tanning operations, including storage of raw hides or skins
Waste transfer stations

The following uses shall be specifically prohibited on the Development Areas depicted on the Preliminary Land Plan:

Development Area 4:

Automotive services
Tree removal service
Towing service
Chemical processing and production
Paper products and manufacturing
Plastics manufacturing
Heliports
Motor freight terminal
Mineral processing
Woodworking and wood products manufacturing
Railroad spur tracks
Sewer and septic tank cleaning and rodding services
Garages, public and private

Development Area 3 (south of Kenyon Road):

Mineral processing
Woodworking and wood products manufacturing
Sewer and septic tank cleaning and rodding services

E. Lot and Bulk Regulations

Except as modified by the Annexation Agreement and unless the proposed use dictates otherwise, lot, site, structure and bulk regulations applying specifically to the Planned Unit Development are set forth below:

- (i) Development Area 4 shall utilize the lot, site, structure and bulk regulations established for the B-1 Zoning District, unless utilizing Pre-Approved Site Plan for the parcel adjacent to the IDNR Property.
- (ii) Development Area 3 shall utilize the lot, site, structure and bulk regulations established for the I-1 Light Industrial District.

- (iii) Development Area 1 shall utilize the lot, site, structure and bulk regulations established for the I-2 General Industrial District unless utilizing the Pre-Approved Site Plan.
- (iv) Development Area 2 shall utilize the lot, size, structure and bulk regulations established for the I-2 General Industrial District.

EXHIBIT M

Subterranean Uses (125 Acres)

At the conclusion of the Mining Operations, the owners intend to use the remaining spaces for the uses set forth below. In order to control the development of the spaces, the Village shall enact an Ordinance, which sets forth the permitted uses, special uses and prohibited uses in said district.

A. Permitted Subterranean Uses

The following uses shall be permitted subterranean uses in the PD-Planned Development Zoning District:

Industrial Uses

The surface and deep subsurface mining and removal of limestone, galena, gravel, sand and other minerals (collectively "Resources"), via blasting and other means, and, as incidental or accessory operations to the foregoing (i) the construction, maintenance and operation of such structures, conveyors and other movable and immovable equipment necessary to carry out the foregoing, including underground passages, shafts or entries through, to and from other mines and lands adjacent to or on the Property; and (ii) the storage of explosives and such other equipment necessary to carry out the mining (all or any of the aforesaid purposes being hereinafter included within the term "Mining Operations"). Notwithstanding anything contained in this Agreement to the contrary, to the extent applicable, the Mining Operations shall be conducted in accordance with the standards set forth in the Resource and Mining Protection Measures attached to the Annexation Agreement as Exhibit E-4, in addition, to any other applicable state, local or federal requirements or performance standards governing the same that are effective when this Agreement is executed.

Mineral processing, including equipment and structures for cleaning, mining, washing, crushing or storage

Garages, public and private

Storage of uncontained bulk materials, including clean construction fill per Section 4.3 of the Annexation Agreement

Automotive salvage yards and storage

Junkyards

Retail Uses

Antique shops
Art and school supply stores
Bakeries, in which the baking of goods is limited to goods retailed on the premises only
Book stores
Camera and photographic supply stores
China, glassware and metal ware stores
Clothing stores
Coin and stamp stores
Film processing centers
Fix-it shops, for general minor repair only
Motorcycle sales
Trailer and boat sales
Bicycle stores
Candy and confectionary stores
Delicatessens
Ice cream stores
Variety stores
Launderettes, self-service only
Shoe, clothing and hat repair stores
Meat markets
Drapery, curtain and window covering stores
Dry goods stores
Drug stores
Electrical appliance stores
Fabric and sewing accessory stores
Floor covering stores
Flower shops
Food stores
Furniture stores
Furriers and fur apparel stores
Gift, novelty and souvenir shops
Hardware stores
Discount stores
Home decorating stores
Indoor sales of lawnmowers, garden implements and supplies
Jewelry stores
Kitchen and bathroom stores
Leather shops
Luggage and suitcase stores
Musical instrument stores
Newspaper and magazine stores and freestanding stands
Paint and wall covering stores
Pharmacies
Record shops
Art studios and galleries
Shoe stores

Specialty shops
Sporting goods stores
Stationary stores.
Tobacco shops
Tool and appliance shops, retail sales only
Toy stores
Convenience stores
Supermarkets
Automobile and truck sales
Garden supply and feed stores

Personal Services

Funeral and undertaking services
Barber shops
Beauty parlors
Dance studios
Hobby shops
Key and lock shops
Laundry and dry cleaning establishments, but not a plant
Music studios
Photographic studios
Haberdasheries
Travel bureaus

Financial Uses

Accounting, auditing and bookkeeping uses
Banks
Commodity brokers
Credit union offices
Currency exchanges
Financial counseling offices
Income tax service
Savings and loan institutions
Security brokers

Business Services Uses

Advertising agency offices
Photocopying stores
Data processing centers
Employment agency offices
Office supply stores
Printing shops under 5000 sq. ft.

Administrative and Professional Offices

Architect offices
Attorney offices
Business and management consulting
Consultant offices
Designer offices
General business office
Publishing offices
Real estate offices
Newspaper offices

Communication and Private Utility Uses

News syndication services
Recording studios
Telephone and answering services
Telephone business offices

Education Uses

Machine tabulation schools
Trade schools
Correspondence and stenographic schools
Commercial art schools
Cosmetology schools
Barber and beauty schools
Business schools
Dancing and music academies
Daycare nurseries
Personnel training centers
Studios for art, drama, reading or speech

Cultural and Recreational Uses

Banquet halls
Libraries
Health clubs
Museums
Game rooms
Physical culture and health service, gymnasia and reducing salons, masseurs and public baths
Social or fraternal association meeting places
Auditoriums, arenas, armories and stadia
Recreation centers, such as shooting ranges, archery ranges, golf driving ranges and miniature golf courses

Governmental Uses

Office and meeting places
Auditoriums or conference centers
Police or fire stations
Post offices and postal distribution centers

Institutional Uses

Churches

Food Service and Leisure

Restaurants, carry-out
Theatres, indoor, live or movie

Medical and Related Uses

Animal hospitals, clinics and kennels
Offices, business and professional, including research facilities
Analytical laboratories
Commercial analytical laboratories
Scientific, experimental and research laboratories
Medical and dental laboratories
Optical laboratories

B. Special Subterranean Uses

The following uses shall be special subterranean uses in the PD-Planned Development Zoning District:

Chemical laboratories
Planned unit developments
Restaurants with accessory cocktail lounges
Package liquor sales
Taverns
Wholesale uses
Indoor sit-down restaurants with liquor for consumption of food on the premises only
Penal and correctional institutions
Underground storm water management

C. Prohibited Subterranean Uses

The following uses shall be prohibited subterranean uses in the PD-Planned Development Zoning District:

Creosote treatments or manufacturing
Fertilizer manufacturing
Incinerators

Land fills, dumps, manufacturing and industrial activities involving storage, utilization or manufacture of materials that decompose by deterioration, monoash landfills, transfer stations, back fills, hazmat waste landfills, garbage dumps, sanitary and solid waste landfills and use as accessory to or related to said uses. Notwithstanding the foregoing, nothing shall preclude the use of clean construction fill for the reclamation activities and to fill the rooms and caverns created by subterranean mining.

Paint factories

Petroleum processing or refining
Rubber manufacturing or treatment
Salvage material yards
Soap manufacturing

Stock yards and slaughter houses

Tanning operations, including storage of raw hides or skins

D. Bulk Regulations

The bulk regulations contained in the Village Zoning Ordinance shall not be applicable to subterranean spaces as the dimensions are determined by the rooms and pillars that are constructed.



Agenda Item Executive Summary

Item Name Blue Heron Business Park PICA Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Village ordinance requires a Public Improvement Completion Agreement (PICA) for all subdivisions.

Attached is the PICA for the development known as Blue Heron Business Park. This serves as an agreement between the Village and the developers, Southwind Financial, Ltd., an Illinois corporation ("Southwind"), Gifford 300, LLC, an Illinois limited liability company ("Gifford"), Bluff City, LLC, an Illinois limited liability company ("Bluff City"), First National Bank, a national banking association, not personally but as custodian of the William E. Haworth rollover IRA ("Hayworth IRA") and First National Bank, a national banking association, not personally but as custodian of the Dean W. Kelley rollover IRA ("Kelley IRA"). This agreement has been reviewed and approved by the Village Attorney.

ATTACHMENTS (PLEASE LIST)

- Resolution
- Public Improvement Completion Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

MOTION: I move the passage of Resolution 2016- _____, A Resolution authorizing the execution of a Public Improvements Completion Agreement between the Village of Bartlett and Southwind Financial, Ltd., an Illinois corporation ("Southwind"), Gifford 300, LLC, an Illinois limited liability company ("Gifford"), Bluff City, LLC, an Illinois limited liability company ("Bluff City"), First National Bank, a national banking association, not personally but as custodian of the William E. Haworth rollover IRA ("Hayworth IRA") and First National Bank, a national banking association, not personally but as custodian of the Dean W. Kelley rollover IRA ("Kelley IRA") for the development known as Blue Heron Business Park.

Staff: Dan Dinges, Director of Public Works Date: 2/9/2016

RESOLUTION 2016- _____

**A RESOLUTION APPROVING AND DIRECTING THE EXECUTION
OF THE PUBLIC IMPROVEMENTS COMPLETION AGREEMENT
FOR THE BLUE HERON BUSINESS PARK PROPERTY**

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: That the Public Improvements Completion Agreement dated as of February 16, 2016 by and among Southwind Financial, Ltd.; Gifford 300, LLC; Bluff City, LLC; First National Bank, not personally but as custodian of the William E. Haworth Rollover IRA; First National Bank, not personally but as custodian of the Dean W. Kelley Rollover IRA; the Chicoine Family Limited Partnership; and the Village of Bartlett pertaining to the Blue Heron Business Park Property, a copy which is appended hereto as Exhibit A and is expressly incorporated herein (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: February 16, 2016

APPROVED: February 16, 2016

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 2016-____ enacted on February 16, 2016 and approved on February 16, 2016, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**PUBLIC IMPROVEMENTS COMPLETION AGREEMENT
FOR THE BLUE HERON BUSINESS PARK PROPERTY**

MADE AND ENTERED into February 2, 2016, by and among Southwind Financial, Ltd., an Illinois corporation ("Southwind"); Gifford 300, LLC, an Illinois limited liability company ("Gifford"); Bluff City, LLC, an Illinois limited liability company ("Bluff City"); First National Bank, a national banking association, not personally but as custodian of the William E. Haworth Rollover IRA ("Hayworth IRA"); First National Bank, a national banking association, not personally but as custodian of the Dean W. Kelley Rollover IRA ("Kelley IRA"); the Chicoine Family Limited Partnership ("Chicoine"); and the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village"), hereinafter collectively referred to as the "Parties".

RECITALS:

a. Southwind is the owner of certain parcels of real estate in the Village of Bartlett, the County of Kane, State of Illinois, legally described on Exhibit A attached hereto and incorporated herein.

b. Gifford is the owner of certain parcels of real estate in the Village of Bartlett, County of Kane, State of Illinois, legally described on Exhibit B attached hereto and incorporated herein.

c. Bluff City is the owner of certain parcels of real estate in the Village of Bartlett, County of Kane, State of Illinois, legally described on Exhibit C attached hereto and incorporated herein.

d. Haworth IRA is the owner of certain parcels of real estate in the Village of Bartlett, County of Kane, State of Illinois, legally described on Exhibit D attached hereto and incorporated herein.

e. Kelley IRA is the owner of certain parcels of real estate in the Village of Bartlett, County of Kane, State of Illinois, legally described on Exhibit E attached hereto and incorporated herein.

f. Chicoine is the owner of a certain parcel of real estate in the Village of Bartlett, County of Kane, State of Illinois, legally described on Exhibit F attached hereto and incorporated herein.

g. Southwind, Gifford, Bluff City, Haworth IRA, Kelley IRA and Chicoine (hereinafter collectively referred to as the "Owners") are the owners of the parcels legally described on Exhibits A through F inclusive, which are included in the "Overall Property Legal Description" set forth on Exhibit G, which is hereinafter referred to as the "Property".

h. Southwind (sometimes referred to herein as the "Developer") shall be the Developer of the Property legally described on Exhibit G, and has applied for and received approval of a preliminary planned unit development plan (the "PUD Plan") for the property known as the Blue Heron Business Park (the "PUD") by the passage of Ordinance 2003-104 entitled "AN ORDINANCE Rezoning 125+/- Acres Owned by Bluff City, LLC, Southwind Financial, Ltd., and David D. Welch, to the PD District, Granting a Special Use Permit for a Planned Unit Development and Approving a Preliminary PUD Plan and Pre-Approved Site Plan for the Blue Heron Business Park" (the "PUD Ordinance").

i. The Parties and/or some of them or their predecessors in interest are also parties to that certain Annexation Agreement dated July 29, 2003 recorded with the Kane County Recorder of Deeds as Document No. 0326118112, together with the First Amendment thereto dated March 17, 2009 and recorded with the Kane County Recorder of deeds as Document No. 2009K039229, and the Second Amendment thereto dated April 16, 2013 and recorded with the Kane County Recorder of Deeds as document No. 2013K075796, which are hereinafter collectively referred to as the "Annexation Agreement" and which are expressly incorporated herein by reference. David Welch was not a party to the Second Amendment or the Third Amendment to the Annexation Agreement, and is not a party to this Agreement, nor is the property owned by him, which is legally described in the original 2003 Annexation Agreement and the 2009 First Amendment thereto, included in the Overall Property Legal Description.

j. The Parties and/or some of them or their predecessors in interest, including or along with Blue Heron Realty Corp., Blue Heron Development, LLC and Bluff City Materials, Inc., entered that certain Redevelopment and Financing Agreement dated March 17, 2009, which is hereinafter referred to as the "Redevelopment Agreement", which is expressly incorporated herein by reference.

k. The Developer has submitted to the Village for its approval the engineering plans and specifications for the on-site and any off-site public improvements for the Property, including, but not limited to, reclamation, site grading and erosion control, water distribution system, storm water management and storm sewer system, street system, street lights, sidewalks, driveway approaches, landscaping and tree planting for the PUD prepared by Mackie Consultants, LLC, dated August 26, 2004 and approved by the Village on September 7, 2004, consisting of 45 sheets (the "Original Engineering Plans"), which plans did not include engineering for: (i) the Buffer in Lieu of Berm Modification (defined below); and (ii) a public sanitary sewer system to serve the Property, as originally the development was to be served by septic or self-contained sanitary sewer system until it became practicable to install a sanitary sewer system to tie the Property into the Fox River Water Reclamation District ("FRWRD"). The Developer has recently submitted final engineering plans to the Village for: (i) the Buffer in Lieu of Berm Modification Improvements prepared by Mackie Consultants LLC dated 1-15-16 entitled the Landscape Buffer Grading Plan, consisting of 4 sheets, and specifications for native grasses and plantings to be planted on the 50 foot buffer to be constructed along the eastern boundary line of the Property as set forth on the 2015 Pre-Approved Site Plan dated 11-3-15, last revised 1-21-16 (collectively, the "Buffer Plans"); and (ii) a sanitary

sewer system to serve the Property, which plans also include engineering and detail for street lighting, erosion control and updated reclamation information, which plans were prepared by Mackie Consultants, LLC dated May 8, 2015, last revised October 1, 2015 (the "Sanitary Sewer Engineering Plans") for the Property, and the Developer now wishes to construct a public sanitary sewer system on the Property and tie it into FRWRD. Supplemental stormwater requirements are outlined in the Miles Parkway Storm Sewer Analysis by Mackie Consultants dated April 21, 2014, most recently revised December 1, 2014 and the Village Engineer has approved said report (the "Supplemental Stormwater Plans").

l. The Original Engineering Plans, the Buffer Plans, the Sanitary Sewer Engineering Plans and the Supplemental Stormwater Plans are sometimes hereinafter collectively referred to as the "Engineering Plans").

m. The on-site and off-site public improvements for the PUD, including, but not limited to, reclamation, site grading and erosion control, water distribution system, storm water management and storm sewer system, street system, sanitary sewer system, street lights, sidewalks, driveway approaches, landscaping and tree planting shall be constructed in strict accordance with the Engineering Plans (the "Public Improvements"), except as expressly set forth herein.

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

o. The Village will only execute a plat of subdivision or approve a final PUD Plan in the future if the Developer agrees to cause the Public Improvements for such PUD to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Engineering Plans and the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), will be fully paid for, and will be maintained by the 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.

p. The Developer has already constructed and installed a portion of the Public Improvements, including partial reclamation and site grading of the Property, water main, storm sewers, curb, gutter and road base course (the "Partially Installed Public Improvements") but has not yet constructed and installed the remaining Public Improvements, including but not limited to, sanitary sewer, sidewalks, street lights, final road surface or connected the installed water main to the Village's water distribution system, or the Buffer in Lieu of Berm Modification Improvements.

q. The Developer has filed a petition with the Village to amend the Preliminary PUD Plan and amend the Annexation Agreement to, among other things, remove the requirement it construct an eastern berm and install evergreen plantings thereon, and replace that requirement with a 50 foot wide buffer area with natural grass planting along

the eastern boundary on the Property (the "Buffer in Lieu of Berm Modification") that was approved by the Village corporate authorities by the passage on February 2, 2016 of Ordinance 2016-_____, entitled "AN ORDINANCE Approving an Amended Planned Unit Development for the Blue Heron Business Park Property, Granting a Special Use Permit for an Amended Concept Plan, an Amended PUD Plan and an Amended Pre-Approved Site Plan (the "Amended PUD Ordinance"), and the Third Amendment to the 125 Acre Annexation Agreement approved by the passage on February 2, 2016 of Ordinance 2016-_____, entitled "AN ORDINANCE Approving the Third Amendment to the 125 Acre Annexation Agreement for the Blue Heron Business Park Property".

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

1. The Village agrees to approve a final PUD Plan (in conformance with the Preliminary PUD Plan and the Subdivision Ordinance) or cause one or more final plats of the Subdivision to be executed by its President, attested by its Clerk, signed by the Chairman of its Plan Commission, and, provided Developer shall secure all other necessary plat approvals and paid tax bills, recorded by the Recorder of Deeds of Kane County.

2. The Developer promises and agrees: (i) to construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in strict accordance with the Engineering Plans and the Subdivision Ordinance and to complete each of the eight categories of construction set forth in paragraph 3 on or before the completion dates therein specified; and (ii) to pay to the Contractor, all prime contractors, subcontractors and material suppliers who furnish labor or material, or both, for the installation and construction of the Public Improvements the full amounts due them for such labor and materials; (iii) to maintain the Public Improvements for the Maintenance Period (between 15 and 24 months as determined by the Village Engineer), after the date certified by the Village Engineer as the date on which the last of the Public Improvements were completed, in strict accordance with the Engineering Plans therefor and the Subdivision Ordinance (the "Completion Date"). The Developer's maintenance obligations shall include, but are not limited to: (a) maintaining the Public Improvements, (b) repairing any damage to the Public Improvements caused by the Developer, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor, (c) repairing or replacing any defective workmanship or materials in the 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 Public Improvements, including both the Partially Installed Public Improvements and the yet to be installed Public Improvements, which shall have appeared or been discovered within the 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 Public Improvements are damaged, the burden shall be on the Developer to show that such

damage was not caused by the Developer, the Owners, their agents, servants, employees, successors or assigns, or by any contractor hired by the Developer or Owners, their agents, servants, employees, successors or assigns or any subcontractor hired by such contractor.

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

(i) Site grading and reclamation, including grading of lots and open space areas shall be completed on or before December 31, 2018.

(ii) Underground improvements, including connection and testing of water mains, vaults and valve vaults, and installation of sanitary sewer mains and manholes and any required force main, shall be completed on or before December 31, 2016

(iii) Storm water facilities, including storm sewer and underground items, detention items, wetland/riparian areas and erosion control, have been completed.

(iv) Curbs and street base, including "first lift" of pavement have been completed except Slade Road, which shall be completed on or before December 31, 2019.

(v) Street lighting shall be completed on or before September 30, 2017.

(vi) Sidewalks shall be completed as each lot is developed.

(vii) Parkway and open space restoration (including removal of all material, overburden and soil stock piles, and repairs to catch basins, manholes and other structures located in parkways and open space areas), landscaping, and sidewalks and landscape buffer (not including the Buffer In Lieu of Berm Improvements) shall be completed as each lot is developed.

(viii) Buffer in Lieu of Berm Improvements, including planting and establishment of native grasses and plantings, shall be completed on or before December 31, 2017.

(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 when fifty percent (50%) of the acreage is developed.

4. The 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 Public Improvements, and as security for its obligations hereunder and under the Subdivision Ordinance in the amount of \$2,121,889.23. 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"; or (ii) a Standby Letter of Credit (Performance and Payment), hereinafter sometimes referred to as a "Performance and Payment Letter of Credit", or (iii) a cash bond held pursuant to an Irrevocable Cash Deposit Agreement, hereinafter sometimes referred to as a "Cash Bond", each in form as set forth in the Subdivision Ordinance, except for such deviations and modifications therefrom as approved by the Village Attorney.

5. The Developer (or the Contractor and all other prime contractor(s) hired by the Developer to perform the Public Improvement work) shall each furnish to the Village Contractor's Sworn Statement(s), 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 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, Standby Letter of Credit (Performance and Payment), Standby Letter of Credit (Maintenance) (hereinafter sometimes referred to as a "Maintenance Letter of Credit"), Irrevocable Cash Deposit Agreement, or other security that the Owners and the Developer, or any of them, has/have caused to be posted with the Village to secure their respective 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 the Developer and shall be held in escrow by the Village until the posting of the Maintenance Bond and satisfaction of the Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance. After the posting of the Maintenance Bond and subsequent acceptance of the 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 Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Developer shall post a Maintenance Bond in the amount of 15% of actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original penal sum on the Subdivision Performance Bond (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 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 Public Improvements of which defect or deficiency the Village notifies the Developer within the 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 the 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 4.a.iii., and if any applicable obligation of the Owners/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 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 under the Public Construction Bond Act (30 ILCS 550/et seq.) and that have not collected under the Subdivision Payment

Bond. The aggregate amount of the Subdivision Performance Bond and Subdivision Labor and Material Payment bond may only be reduced to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk. No Surety Bond shall be released until the Public Improvement work is satisfactorily completed and all of the Owners'/Developer's obligations under this Agreement, the Subdivision Ordinance, the Annexation Agreement, the Redevelopment Agreement, and the PUD Ordinance (collectively, the "Village Approvals") have been satisfied, and the corporate authorities of the Village have passed an ordinance accepting the Public Improvements for the Subdivision. Further, none of the Surety Bonds shall be released unless and until the Owners/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 Public Improvements and full payment to all contractors, subcontractors, and material suppliers performing such work or furnishing 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 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 Public Improvements, then, within ten days after a demand by the Village, the 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 such Owners/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) the 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) the Developer has not caused another surety company that meets the minimum requirements set forth in paragraph 4.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 4.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 the 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.

B. Letters of Credit.

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

ii. Maintenance Letter of Credit. Prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Developer shall post a new standby letter of credit in the amount of 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original amount of the Performance and Payment Letter of Credit as security for the performance of the Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Letter of Credit"). The Maintenance Letter of Credit 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 set forth in this Agreement, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which the defect or deficiency the Village notified the Developer within the Maintenance Period and proof of full payment of the cost of correction. If the Village is required to draw on the Maintenance Letter of Credit by reason of the Developer's failure to fulfill its obligations under this Agreement, then the Developer shall within ten days thereafter cause the Maintenance Letter of Credit to be increased to its full original amount.

iii. Form of Letters of Credit. The Performance and Payment Letter of Credit and the Maintenance Letter of Credit shall 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 from a bank or financial institution (a) acceptable to the Village, (b) having capital assets of at least \$50,000,000 and a capital asset ratio of at least 6%, and (c) insured by the Federal Deposit Insurance Corporation or otherwise federally insured. Each letter of credit (a) shall be irrevocable and shall not be cancelled without the prior consent of the Village, (b) shall not require the consent of the Developer prior to any draw on it by the Village, (c) shall not allow for any right of set off by the issuer thereof as to any amounts due from the Developer to the issuer, (d) shall be construed under the laws of Illinois, and (e) if at 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 Standby Letter of Credit from a different issuer meeting the minimum requirements set forth in Section 11-9-9:A.3 of the Subdivision Ordinance, and if any applicable obligation of the 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, (i) call and draw down the letter of credit and thereafter either hold all proceeds 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 (ii) for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the 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 under the Public Construction Bond Act (30 ILCS 550/et seq.). The aggregate amount of the letter of credit may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (viii) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Performance and Payment Letter of Credit be reduced below 150% of the amount certified by a licensed engineer retained by the Developer as to the value of the remaining work as confirmed by the Village Engineer, and in no event below the Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statement(s), general contractor's sworn statement(s) and applicable lien waivers, or have been paid through a construction escrow established at an Illinois title company, with copies of interim endorsements issued by the title company and supporting documents furnished to the Village. No reduction for payment of Public Improvement work satisfactorily completed shall

be allowed, except after presentation by the Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor of all contractors, subcontractors, and material suppliers performing such work or furnishing such materials. The Maintenance Letter of Credit shall not be reduced by reason of any cost incurred by the Developer to satisfy its obligations under this Agreement.

iv. Replenishment of Letters of Credit. If at any time the Village determines that the Performance and Payment Letter of Credit is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Developer shall cause the issuer to increase the amount of the appropriate letter of credit 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 draw down the entire remaining balance of the applicable letters of credit and pursue any deficiency from such Owners/Developer.

v. Replacement Letter of Credit. In the event the issuer of the Performance and Payment Letter of Credit has issued a notice of non-extension, and (i) the Developer has not performed all of its obligations under this Agreement and the Subdivision Ordinance as determined by the Village in its sole discretion; and (ii) either (a) the issuer of the Performance and Payment Letter of Credit has not issued a retraction of its notice of non-extension more than 30 days prior to its expiration date, or (b) the Developer has not caused another financial institution that meets the minimum requirements set forth in Section 11-9-9:A.3. of the Subdivision Ordinance to issue a replacement standby letter of credit 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 draw on the Performance and Payment Letter of Credit. If at any time the Village determines that the bank issuing either the Performance and Payment Letter of Credit or the Maintenance Letter of Credit is without capital assets of at least \$50,000,000 and a capital to asset ratio of not less than 6%, is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate letter of credit 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 the Developer provide a replacement letter of credit from a bank satisfactory to the Village. The replacement letter of credit shall be deposited with the Village not later than 30 days after the demand. After deposit

of the replacement letter of credit meeting said requirements, the Village shall surrender the original letter of credit to the issuer of the original Letter of Credit.

C. Cash Bonds.

i. A cash bond paid by the Developer pursuant to an Irrevocable Cash Deposit Agreement shall be held by the Village Treasurer in escrow by the Village to guaranty the Developer's obligations under this Agreement, the Subdivision Ordinance, and the Village Approvals, including the Developer's Maintenance Obligations. Upon satisfaction of the Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance, the Cash Bond may be reduced to 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original Cash Bond amount (the "Maintenance Amount") as security for the performance of the Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Cash Bond"). The Maintenance Cash Bond shall continue to be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period set forth in this Agreement, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw on the Maintenance Cash Bond by reason of the Developer's failure to fulfill its obligations under this Agreement, then the Developer shall within ten (10) days thereafter cause the Maintenance Cash Bond to be increased to its full original amount. In the event the Developer has posted a Cash Bond and Developer fails to perform each of its respective obligations under this Agreement, the Subdivision Ordinance and the Village Approvals, or under any of them, the Village shall provide a notice of such default to the Developer, and the Developer shall have thirty (30) days (the "Cure Period") to cure any such default. In the event any and all defaults set forth in the notice of default are not cured within the Cure Period, the Village may use the funds held pursuant to the Irrevocable Cash Deposit Agreement to pay for the completion and maintenance of the Public Improvements, and after completion thereof, for the payment of labor and material provided by contractors other than the Developer, subcontractors and material suppliers with respect to the Public Improvements.

ii. Form of Cash Bond. The Cash Bond shall be paid and held pursuant to the terms of the Irrevocable Cash Deposit Agreement shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney. The Cash Bond (a) shall be irrevocably pledged as security to the Village to secure the Developer's obligations and shall not be cancelled or subject to withdrawal without the prior consent of the Village, (b) shall not require the consent of the Developer prior to any draw on it by the Village, (c) shall not be subject to claims

of any creditor of the Developer to levy, garnishment or hypothecation. If any applicable obligation of the /Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice other than the notice of default and without being required to take any further action of any nature whatsoever, (i) draw down the cash bond and use the proceeds 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 (ii) for the payment of contractors other than the Developer, subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under the Public Construction Bond Act (30 ILCS 550/et seq.). The aggregate amount of the Cash Bond may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (viii) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Cash Bond be reduced below 150% of the amount certified by a licensed engineer as to the value of the remaining work as confirmed by the Village Engineer, or below the Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statements, general contractor's sworn statements and applicable lien waivers, or have been paid through a construction escrow established at an Illinois title company, with interim title endorsements issued by said title company for each draw covering both private improvements and Public Improvements, with copies of documents furnished to the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor and of all contractors, subcontractors, and material suppliers of every tier performing such work or furnishing such materials. After acceptance of the Public Improvements by the Corporate Authorities and reduction of the Cash Bond to the Maintenance Amount, the Maintenance Cash Bond shall not be reduced by reason of any cost incurred by the Developer to satisfy its obligations under this Agreement.

iii. Replenishment of Cash Bond. If at any time the Village determines that the Cash Bond is not, or may not be, sufficient to pay in full the remaining

unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Cash Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten (10) days after a demand by the Village, the Developer shall deposit additional funds with the Village to increase the amount of the Cash Bond to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, otherwise the Village may draw down the entire remaining balance of the Cash Bond and pursue any deficiency from such Developer.

7. The 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 the Developer to the Village under this Agreement, the Annexation Agreement, the Redevelopment Agreement, the PUD Ordinance and any ordinance approving the final PUD Plan for the Property, the Bartlett Municipal Code, and any other ordinance of the Village, or any of them, concerning the development of the Property.

8. The 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 Public Improvements.

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 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. Each of the Owners agree to, and does hereby grant the Village of Bartlett and to the Bartlett Fire Protection District a non-exclusive license to go upon any part of its 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 Subdivision or PUD, except on individual lots conveyed to homeowners.

12. After the "first lift" of the street pavement for streets in the Subdivision/PUD has been placed by the Developer in strict accordance with the approved engineering plans therefor and the Subdivision Ordinance, the Village agrees to provide: (a) regular police protection for the buildings on the Property; and (b) snowplowing service for the public streets serving the Property north of Kenyon Road, without in any way accepting responsibility for the maintenance of such streets or any other Public Improvements until the adoption of an ordinance by the Village President and Village Board of Trustees (the "Corporate Authorities") formally accepting such Public Improvements. After a lot is developed south of Kenyon Road, the Village agrees to provide snowplowing service for

all public streets serving the Property, without in any way accepting responsibility for the maintenance of such streets, or any other Public Improvements until the adoption of an ordinance by the Corporate Authorities formally accepting such Public Improvements.

13. The streets in the Subdivision/PUD shall remain the property of the Developer until the adoption of an ordinance by the Corporate Authorities formally accepting such 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. The Developer shall remain responsible for the maintenance of all of the Public Improvements in the Subdivision/PUD, 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 snow-plowing activities, until the expiration of the Maintenance Period and any extension thereof as provided in this Agreement, unless the Maintenance Period and the maintenance security requirement is waived by the Corporate Authorities in its sole and absolute discretion on the recommendation of the Village Engineer, in which event the Developer shall maintain the Public Improvements until they (or such portion thereof) have been accepted by the Corporate Authorities.

14. The parties mutually agree that it is in their respective best interests that the final lift not be laid until the development of the Property is near completion so that the final surface is not damaged as the private improvements on individual lots are being constructed.

15. Given the size, type and nature of the development, it is reasonably anticipated that it will take several years to fully develop the Property, which may cause issues with the surety company issuing the performance and payment bonds as security for the Public Improvements. Accordingly, the Developer may post separate security for the final road surface in the form of a (i) letter of credit expiring in not less than five (5) years or with automatic renewal provisions satisfactory to the Village; (ii) a cash bond; or (iii) the personal guaranty of Michael Vondra for that portion of the Public Improvements to be replaced with a surety bond, letter of credit or cash bond when the development is 80% built out.

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

17. 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 Public Improvements, the Owners, for themselves and for their 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 Public Improvements (the "Village Designees") in, under, upon, across, through and under the Property, and hereby assigns such right, and interest if any off-site easements or licenses granted to the Owners, or any of them, and the Developer, or either of them, to install or construct any off-site Public Improvements to serve the Subdivision development, to the Village and/or the Surety. In the event of such takeover of the 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.

18. Insurance. The Developer (if it will act as the general contractor), or the Contractor (if the Developer hires a single general contractor or construction manager), or each prime contractor (if the Developer hires more than one contractor to construct and install the 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. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Subdivision development.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for

each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO CG 00 01.

C. Business Auto and Umbrella Liability Insurance.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance.

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against the Village and its officers, officials, employees and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions.

(i) Evidence of Insurance.

Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in a stop work order at the Village's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

(ii) Acceptability of Insurers.

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

(iii) Cross-Liability Coverage.

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(iv) Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(v) 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.

19. In the event the Village Engineer determines, in the Village Engineer's sole and absolute discretion, that the Developer (i) has failed to timely complete any of the eight 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) the 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 the Owners/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 the Owners have 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 the 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.

20. Use of Funds in the Event of Breach of Agreement. If the Developer fails or refuses to complete the 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 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, draw on and retain all or any of the funds remaining in the Performance and Payment Letter of Credit, the Maintenance Letter of Credit or the Irrevocable Cash Deposit, or 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 the 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 the 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, Standby Letter of Credit (Performance and Payment), and/or Cash Bond are insufficient or pay fully the Village for all its costs and expenses to fully pay for the Public Improvements, and to maintain a cash reserve equal to 15% of the original construction security amount during the entire time the Maintenance Letter of Credit, Maintenance Bond or Maintenance Cash Deposit should have been maintained by the Developer, then the Developer shall, after demand of the Village, immediately deposit with the Village additional funds as the Village 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 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.

21. Village Lien Rights. If any money, property, or other consideration due from the 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 the 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 Developer's 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 Developer's 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 Developer's Property pursuant to a judgment of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Developer's Property from liability for any charges thereafter become due, nor form the lien of any subsequent charge.

22. 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 Public Improvements or in connection with this Agreement, including, but not limited to, matters pertaining to the payment of prevailing wages or claims pertaining to 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 bear such expense.

23. 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 Performance and Payment Letter of Credit, Maintenance Letter of Credit, or Cash Bond, and/or to enforce and compel performance on any Performance and Payment Letter of Credit, Maintenance Letter of Credit if any draw is dishonored, and 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 of the development and refuse issuance of further building permits in the event the Village deems the terms of this Agreement to have been violated.

C. In the event the Village chooses to sue in order to enforce the obligations hereunder, Owners/Developer shall pay all costs and expenses incurred by the Village, including, but not limited to, attorneys' fees and costs and expenses incurred by the Village. In addition, if the Owners/Developer do not pay any fees provided for herein, the Village may withhold the issuance of building permits and/or occupancy permits until payment is received, or if the appropriate security is not deposited, withhold approval of plat of subdivision until the

appropriate security is delivered. Village may use remedies available to it to collect such fees and charges as are due.

24. 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.

25. 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. The Developer and the Owners, jointly and severally, agree to reimburse the Village for any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Developer and the Owners, or either of them, under this Agreement, regardless of whether a lawsuit is actually filed, within 15 days after the receipt of copies of paid invoices for such attorney's fees.

26. 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.

27. 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, Illinois, 60103
Attention: Valerie L. Salmons, Village Administrator

With a copy to: Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, Illinois, 60172

To the Owners: Southwind Financial, Ltd.
2250 Southwind Boulevard
Bartlett, Illinois, 60103
Attn: Jacob Mrugacz

Gifford 300, LLC2
250 Southwind Boulevard
Bartlett, Illinois, 60103
Attn: Jacob Mrugacz

Bluff City, LLC
2250 Southwind Boulevard
Bartlett, Illinois, 60103
Attn: Jacob Mrugacz

First National Bank as custodian of the
William E. Haworth rollover IRA
2250 Southwind Boulevard
Bartlett, Illinois, 60103
Attn: William E. Haworth

First National Bank as custodian of the
Dean W. Kelley rollover IRA
2250 Southwind Boulevard
Bartlett, Illinois, 60103
Attn: Dean W. Kelley

The Chicoine Family Limited Partnership
31 W351 North Ave.
West Chicago, Illinois 60185

With a copy to:

George Maurides
Maurides Foley Tabangay & Turner LLC
33 North LaSalle Street – Suite 1910
Chicago, Illinois, 60602

To the Developer:

Southwind Financial Ltd.
2250 Southwind Boulevard
Bartlett, Illinois, 60103
Attn: Jacob Mrugacz

With a copy to:

George Maurides
Maurides Foley Tabangay & Turner LLC
33 North LaSalle Street – Suite 1910
Chicago, Illinois, 60602

B. Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction or in the event a court shall determine that the Village does not have the power to perform a disputed provision, the provision shall be deemed to be excised from this Agreement and invalidity shall not affect any of the other provisions contained herein, and the judgment or decree shall relieve the Village from performance under the invalid provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

OWNERS as to paragraphs 11 and 15 only:

SOUTHWIND FINANCIAL, LTD.

By: _____
Name:
Title:

Attest:

Name:
Title:

GIFFORD 300, LLC

By: _____
Name:
Title:

BLUFF CITY, LLC

By: _____
Name:
Title:

FIRST NATIONAL BANK as custodian of
the William E. Haworth Rollover IRA

By: _____
Name:
Title:

FIRST NATIONAL BANK as custodian of
the Dean W. Kelley Rollover IRA

By: _____
Name:
Title:

THE CHICOINE FAMILY LIMITED
PARTNERSHIP

By: _____
Name:
Title:

VILLAGE:

VILLAGE OF BARTLETT

By: _____
Village President

Attest:

Village Clerk

DEVELOPER:

SOUTHWIND FINANCIAL LTD.

By: _____
Name:
Title:

Attest:

Name:
Title:

Exhibit A
Legal Description of Southwind Parcels

Southwind Parcel 1

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF KENYON ROAD, WEST OF THE WEST LINE OF MILES PARKWAY AND NORTH OF THE NORTH LINE OF SLADE ROAD, ALL DEDICATED AS DOCUMENT 2004K116375 RECORDED SEPTEMBER 2, 2004, AND LYING EAST OF THE EAST LINE OF PARCEL 1GG0001 OF ILLINOIS ROUTE 25 PER WARRANTY DEED RECORDED JANUARY 7, 2009 AS DOCUMENT 2009K000916, IN KANE COUNTY, ILLINOIS.

PIN: 06-36-200-024

CONTAINING 731,137 SQ.FT. OR 16.7846 AC., MORE OR LESS.

Southwind Parcel 2

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 527.87 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 738.34 FEET CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT 1338.20 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AS MEASURED ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 752.54 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 84.02 FEET AND CHORD BEARING NORTH 06 DEGREES 43 MINUTES 11 SECONDS EAST; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 655.21 FEET ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY; THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS EAST, A DISTANCE OF 742.00 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-36-200-026

CONTAINING 548,141 SQ. FT. OR 12.5836 AC., MORE OR LESS.

Southwind Parcel 3

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF KENYON ROAD AND WEST OF THE WEST LINE OF MILES PARKWAY, ALL DEDICATED AS DOCUMENT 2004K116375 RECORDED SEPTEMBER 2, 2004, AND LYING EAST OF THE EAST LINE OF PARCEL 1GG0003 OF ILLINOIS ROUTE 25 PER WARRANTY DEED RECORDED JANUARY 7, 2009 AS DOCUMENT 2009K000917, AND LYING SOUTH OF THE SOUTH LINE OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 6, 2003 AS DOCUMENT 2003K137891, IN KANE COUNTY, ILLINOIS.

PIN: 06-25-400-035

CONTAINING 898,169 SQ.FT. OR 20.6191 AC., MORE OR LESS.

Exhibit B
Legal Description of Gifford Parcels

Gifford Parcel 1

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 426.19 FEET ALONG SAID SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY TO A SOUTHERLY RIGHT OF WAY LINE OF MILES PARKWAY; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY, SOUTHWESTERLY AND WESTERLY RIGHT OF WAY LINE OF SAID MILES PARKWAY: THENCE NORTH 88 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 333.92 FEET; THENCE EASTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 117.00 FEET, AN ARC DISTANCE OF 185.13 FEET AND CHORD BEARING SOUTH 45 DEGREES 50 MINUTES 18 SECONDS EAST; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 256.90 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE THE FOLLOWING TWO COURSES ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE SOUTH 44 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 71.18 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 383.33 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-36-200-021

CONTAINING 184,190 SQ.FT. OR 4.2284 AC., MORE OR LESS.

Gifford Parcel 2

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD: THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 280.02 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE THE FOLLOWING EIGHT COURSES ALONG THE EASTERLY, NORTHEASTERLY AND SOUTHERLY RIGHT OF WAY LINES OF MILES PARKWAY: THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 256.03 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 289.56 FEET AND CHORD BEARING NORTH 45 DEGREES 50 MINUTES 18 SECONDS WEST; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 245.87 FEET; THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET AND CHORD BEARING NORTH 47 DEGREES 06 MINUTES 45 SECONDS WEST; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 593.87 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 97.51 FEET AND CHORD BEARING NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST; THENCE NORTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 127.83 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 22.78 FEET AND CHORD BEARING NORTH 15 DEGREES 54 MINUTES 28 SECONDS EAST; THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS EAST, A DISTANCE OF 752.54 FEET ALONG A LINE AT RIGHT ANGLES TO SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES

31 SECONDS EAST, A DISTANCE OF 1338.20 FEET ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. EXCEPT THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD: THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 280.02 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE THE FOLLOWING TWO COURSES ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 256.03 FEET; THENCE ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 130.86 FEET AND A CHORD BEARING NORTH 20 DEGREES 59 MINUTES 40 SECONDS WEST TO THE POINT OF BEGINNING; THENCE THE FOLLOWING SIX COURSES ALONG THE RIGHT OF WAY LINE OF SAID MILES PARKWAY CONTINUING ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 158.70 FEET AND A CHORD BEARING NORTH 66 DEGREES 19 MINUTES 26 SECONDS WEST; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 245.87 FEET; THENCE ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET AND A CHORD BEARING NORTH 47 DEGREES 06 MINUTES 45 SECONDS WEST; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 593.87 FEET; THENCE ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 97.51 FEET AND A CHORD BEARING OF NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST; THENCE NORTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 87.64 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 488.32 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 29 SECONDS EAST, A DISTANCE OF 778.93 FEET; THENCE SOUTH 48 DEGREES 15 MINUTES 23 SECONDS WEST, A DISTANCE OF 121.64 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

PART OF PIN: 06-36-200-020
CONTAINING 431,758 SQ.FT. OR 9.912 AC., MORE OR LESS

Exhibit C
Legal Description of Bluff City Parcel

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES 42 MINUTES 22 SECONDS WEST, A DISTANCE OF 336.79 FEET TO A POINT 1,163.55 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1500 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25 AS MEASURED ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 AND ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 740.84 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY AND THE SOUTHERLY RIGHT OF WAY LINE OF VULCAN BOULEVARD DEDICATED PER DOCUMENT NO. 2004K116375 THE FOLLOWING FIVE COURSES: THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 874.48 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.00 FEET, AN ARC DISTANCE OF 135.40 FEET AND CHORD BEARING NORTH 44 DEGREES 04 MINUTES 32 SECONDS EAST; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 369.52 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 153.00 FEET, AN ARC DISTANCE OF 164.65 FEET AND CHORD BEARING NORTH 57 DEGREES 49 MINUTES 48 SECONDS EAST; THENCE NORTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 127.52 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTH 1500 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 89.24 FEET ALONG SAID NORTH LINE, ALSO BEING THE SOUTH LINE OF VULCAN BOULEVARD DEDICATED PER DOCUMENT NO. 2004K116376 TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 1,163.55 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-25-400-037 and 06-25-400-038
CONTAINING 740,520 SQUARE FEET OR 17.000 ACRES, MORE OR LESS.

Exhibit D
Legal Description of Haworth IRA Parcel

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 527.87 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 742.00 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 517.10 FEET ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 742.08 FEET ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-36-200-023

CONTAINING 387,684 SQUARE FEET OR 8.9 ACRES, MORE OR LESS.

Exhibit E
Legal Description of Kelley IRA Parcel

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, A DISTANCE OF 742.08 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 25 TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 347.55 FEET ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY; THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS EAST A DISTANCE OF 740.84 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 336.79 FEET ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 25 TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PIN: 06-25-400-036
CONTAINING 253,695 SQUARE FEET OR 5.824 ACRES, MORE OR LESS.

Exhibit F
Legal Description of Chicoine Parcel

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD: THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 280.02 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE THE FOLLOWING TWO COURSES ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 256.03 FEET; THENCE ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 130.86 FEET AND A CHORD BEARING NORTH 20 DEGREES 59 MINUTES 40 SECONDS WEST TO THE POINT OF BEGINNING; THENCE THE FOLLOWING SIX COURSES ALONG THE RIGHT OF WAY LINE OF SAID MILES PARKWAY CONTINUING ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 158.70 FEET AND A CHORD BEARING NORTH 66 DEGREES 19 MINUTES 26 SECONDS WEST; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 245.87 FEET; THENCE ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET AND A CHORD BEARING NORTH 47 DEGREES 06 MINUTES 45 SECONDS WEST; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 593.87 FEET; THENCE ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 97.51 FEET AND A CHORD BEARING OF NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST; THENCE NORTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 87.64 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 488.32 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 29 SECONDS EAST, A DISTANCE OF 778.93 FEET; THENCE SOUTH 48 DEGREES 15 MINUTES 23 SECONDS WEST, A DISTANCE OF 121.64 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PART OF PIN: 06-36-200-020
CONTAINING 414,682 SQ.FT. OR 9.520 AC., MORE OR LESS.

Exhibit G
Legal Description of Overall Parcel

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 25, ALL IN TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 57.44 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36, TO THE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE COURSES ALONG THE NORTHERLY LINE OF WEST BARTLETT ROAD RECORDED FEBRUARY 27, 2008 AS DOCUMENT 2008K010201; THENCE SOUTH 88 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 280.02 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.25 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 44 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 71.18 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 383.33 FEET; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 1288.79 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 466.86 FEET, TO A POINT 77.14 FEET EASTERLY OF THE CENTERLINE OF ILLINOIS ROUTE 25 ALONG LAST DESCRIBED BEARING; THENCE NORTH 00 DEGREES 52 MINUTES 06 SECONDS WEST, A DISTANCE OF 66.00 FEET, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 28 DEGREES 52 MINUTES 35 SECONDS WEST, A DISTANCE OF 68.68 FEET, TO A POINT ON A LINE 50.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTHERLY ALONG THE EASTERLY LINE OF ILLINOIS ROUTE 25 ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397,001.85 FEET, AN ARC LENGTH OF 216.11 FEET AND A CHORD BEARING NORTH 03 DEGREES 11 MINUTES 00 SECONDS WEST; THENCE NORTH 03 DEGREES 11 MINUTES 56 SECONDS WEST, A DISTANCE OF 896.00 FEET, ALONG SAID LINE 50 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 42 DEGREES 43 MINUTES 57 SECONDS EAST, A DISTANCE OF 55.67 FEET, TO A POINT ON A LINE 90.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 03 DEGREES 11 MINUTES 56 SECONDS WEST, A DISTANCE OF 66.03 FEET, ALONG SAID LINE 90.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 47 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 57.51 FEET, TO A POINT ON A LINE 50.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 03 DEGREES 11 MINUTES 56 SECONDS WEST, A DISTANCE OF 1301.37 FEET (1301.23 FEET RECORD), ALONG SAID LINE 50.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 1217.12 FEET; THENCE NORTH 37 DEGREES 10 MINUTES 47 SECONDS EAST, A DISTANCE OF 161.82 FEET, TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 185.40 FEET, ALONG SAID NORTH LINE; THENCE SOUTH 00 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 1500.33 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 2604.42 FEET, ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING, EXCEPT THAT PART HERETOFORE DEDICATED FOR MILES PARKWAY, SLADE ROAD AND KENYON ROAD RECORDED SEPTEMBER 02, 2004 AS DOCUMENT 2004K116375, IN THE VILLAGE OF BARTLETT, KANE COUNTY, ILLINOIS.



Agenda Item Executive Summary

Item Name Artis Senior Living PICA Committee or Board Board

BUDGET IMPACT

Amount: N/A

Budgeted

N/A

List what fund

EXECUTIVE SUMMARY

Village ordinance requires a Public Improvement Completion Agreement (PICA) for all subdivisions.

Attached is the PICA for the development known as Artis Senior Living. This serves as an agreement between the Village and the developer, Artis Senior Living of Bartlett, LLC, a Delaware limited liability company. This agreement has been reviewed and approved by the Village Attorney.

ATTACHMENTS (PLEASE LIST)

- Resolution
- Public Improvement Completion Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

MOTION: I move the passage of Resolution 2016- _____, A Resolution authorizing the execution of a Public Improvements Completion Agreement between the Village of Bartlett and Artis Senior Living of Bartlett, LLC, a Delaware limited liability company for the development known as Artis Senior Living.

Staff: Dan Dinges, Director of Public Works Date: 2/9/2016

RESOLUTION 2016- _____

**A RESOLUTION APPROVING AND DIRECTING THE EXECUTION
OF THE PUBLIC IMPROVEMENTS COMPLETION AGREEMENT
FOR THE ARTIS SENIOR LIVING OF BARTLETT SUBDIVISION**

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: That the Public Improvements Completion Agreement dated as of February 16, 2016 between Artis Senior Living of Bartlett, LLC and the Village of Bartlett pertaining to the Artis Senior Living of Bartlett Subdivision, a copy which is appended hereto as Exhibit A and is expressly incorporated herein (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: February 16, 2016

APPROVED: February 16, 2016

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 2016-____ enacted on February 16, 2016 and approved on February 16, 2016, 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 on February 16, 2016, by and among ARTIS SENIOR LIVING OF BARTLETT, LLC, a Delaware limited liability company (the "Owner/Developer") and the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois ("the Village").

RECITALS:

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

b. The Owner/Developer received approval of a final plat of subdivision of the real estate to be known as Artis Senior Living of Bartlett Subdivision (the "Subdivision") from the Village on May 19, 2015 as evidenced by Village Ordinance 2015-37, "An Ordinance Granting Approval of a Final Plat of Subdivision and Final PUD/Site Plan for Lot 1 for Artis Senior Living".

c. The Owner/Developer has submitted to the Village for its approval the engineering plans and specifications for the on-site and any off-site public improvements for the subdivision, including, but not limited to, site grading and erosion control, water distribution system, sanitary sewer system, all stormwater management and storm sewer systems, curbs, gutters, driveway approaches, roads in the Rt. 59 ROW, sidewalks, bike paths, street lights, and required landscaping and tree planting in any right of way or public property (the "Public Improvements") for the Subdivision prepared by Cemcon, Ltd. dated 1/18/15 last revised 6/9/15 (the "Plans") and the Village Engineer has approved the Plans.

d. The Owner/Developer shall hire a general contractor or construction manager (the "Contractor") to act as its general contractor to construct and install the Public Improvements.

e. The Village is willing to execute the plat of subdivision only upon the condition that the Owner/Developer agrees to cause the Public Improvements for such Subdivision to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), will be fully paid for, and will be maintained by the Owner/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 approve the final PUD Plan or cause the final plat of the Subdivision to be executed by its President, attested by its Clerk, signed by the Chairman of its Plan Commission, and, provided the Owner/ Developer shall secure all other necessary plat approvals and paid tax bills, recorded by the Recorder of Deeds of the appropriate county.

2. The Owner/Developer agrees: (i) to construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Subdivision Ordinance and to complete each of the eight categories of construction set forth in paragraph 3 on or before the completion dates therein specified; and (ii) to pay to the Contractor, all prime contractors, subcontractors and material suppliers who furnish labor or material, or both, for the installation and construction of the Public Improvements the full amounts due them for such labor and materials; (iii) to maintain the Public Improvements for the Maintenance

Period (between 15 and 22 months as determined by the Village Engineer such that the expiration date of the maintenance period occurs between June 1 and November 1), after the date certified by the Village Engineer as the date on which the last of the Public Improvements were completed, in strict accordance with the Plans therefor and the Subdivision Ordinance (the "Completion Date"). The Owner/Developer's maintenance obligations shall include, but are not limited to: (a) maintaining the Public Improvements, (b) repairing any damage to the Public Improvements caused by the Owner/Developer, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Owner/Developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor, (c) repairing or replacing any defective workmanship or materials in the 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 Public Improvements which shall have appeared or been discovered within the 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 Public Improvements are damaged as a result of the on-site or off-site construction activities of the Owner/Developer, its contractors and their sub-contractor, then all 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. Failure to promptly repair such damage shall be grounds for the Village to withhold issuing building permits and/or occupancy permits to the Owner/Developer, its successors and assigns, for buildings in the Subdivision.

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

(i) 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 October 30, 2017;

(ii) 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 October 30, 2017;

(iii) Storm water facilities, including underground items, detention items, wetland/riparian areas and erosion control, shall be completed on or before October 30, 2017_;

(iv) Curbs and street base, including "first lift" of pavement shall be completed on or before October 30, 2017;

(v) Street lighting shall be completed on or before October 30, 2017;

(vi) Sidewalks and bicycle paths shall be completed on or before October 30, 2017;

(vii) Parkway and open space restoration (including removal of all material, overburden and soil stock piles, 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 October 30, 2017;

(viii) 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 October 30, 2017.

4. The Owner/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 Public Improvements, and as security for its obligations hereunder and under the Subdivision Ordinance in

the amount of \$362,200.00. 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"; or (ii) a Standby Letter of Credit (Performance and Payment), hereinafter sometimes referred to as a "Performance and Payment Letter of Credit", or (iii) a cash bond held pursuant to an Irrevocable Cash Deposit Agreement, hereinafter sometimes referred to as a "Cash Bond", each in form as set forth in the Subdivision Ordinance, except for such deviations and modifications therefrom as approved by the Village Attorney.

5. The Owner/Developer shall furnish an Owner's Sworn Statement(s) and the Contractor and all other prime contractor(s) hired by the Owner/Developer to perform the Public Improvement work shall each furnish to the Village Contractor's Sworn Statement(s), 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 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, Standby Letter of Credit (Performance and Payment), Standby Letter of Credit (Maintenance) (hereinafter sometimes referred to as a "Maintenance Letter of Credit"), Irrevocable Cash Deposit Agreement, or other security that the Owner/Developer has caused to be posted with the Village to secure their respective and mutual 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 the Owner/Developer, who shall be the principal under such bond, and shall be held in escrow by the Village until the posting of the Maintenance Bond and satisfaction of the Owner/Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance. After the posting of the Maintenance Bond and subsequent acceptance of the 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 Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a Maintenance Bond in the amount of 15% of actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original penal sum on the Subdivision Performance Bond (the "Maintenance Amount") as security for the performance of the Owner's/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 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 Public Improvements of which defect or deficiency the Village notifies the Owner/Developer within the 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 Owner's/Developer's failure to fulfill its maintenance obligations under this Agreement and/or the Subdivision Bond, then the Owner/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 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) if at 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 6Aiii, and if any applicable obligation of the Owner/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 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 under the Public Construction Bond Act (30 ILCS 550/et seq.) and that have not collected under the Subdivision Payment Bond. The aggregate amount of the Subdivision Performance Bond and Subdivision Labor and Material Payment bond may only be reduced to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk. No Surety Bond shall be released until the Public Improvement work is satisfactorily completed and all of the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance and Ordinance 2015-37, "An Ordinance Granting Approval of a Final Plat of Subdivision and Final PUD/Site Plan for Lot 1 for Artis Senior Living" (collectively, the "Village Approvals") have been satisfied, and the corporate authorities of the Village have passed an ordinance accepting the Public Improvements for the Subdivision. Further, none of the Surety Bonds shall be released unless and until the Owner/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 Public Improvements and full payment to all contractors, subcontractors, and material suppliers performing such work or furnishing 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 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 Public Improvements, then, within ten days after a demand by the Village, the Owner/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 such Owner/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) the Owner/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) the Owner/Developer has not caused another surety company that meets the minimum requirements set forth in paragraph 6Aiii 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 6Aiii, 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 the Owner/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.

B. Letters Of Credit.

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

ii. Maintenance Letter of Credit. Prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a new standby letter of credit in the amount of 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original amount of the Performance and Payment Letter of Credit as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Letter of Credit"). The Maintenance Letter of Credit 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 set forth in this Agreement, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which the defect or deficiency the Village notified the Developer within the Maintenance Period and proof of full payment of the cost of correction. If the Village is required to draw on the Maintenance Letter of Credit by reason of the Owner's/Developer's failure to fulfill its obligations under this Agreement, then the Owner/Developer shall within ten days thereafter cause the Maintenance Letter of Credit to be increased to its full original amount.

iii. Form of Letters of Credit. The Performance and Payment Letter of Credit and the Maintenance Letter of Credit shall 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 from a bank or financial institution (a) acceptable to the Village, (b) having capital assets of at least \$50,000,000 and a capital asset ratio of at least 6%, and (c) insured by the Federal Deposit Insurance Corporation or otherwise federally insured. Each letter of credit (a) shall be irrevocable and shall not be cancelled without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer prior to any draw on it by the Village, (c) shall not allow for any right of set off by the issuer thereof as to any amounts due from the Owner/Developer to the issuer, (d) shall be construed under the laws of Illinois, and (e) if at 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 Standby Letter of Credit from a different issuer meeting the minimum requirements set forth in Section 11-9-9B of the Subdivision Ordinance, and if any applicable obligation of the Owner/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, (i) call and draw down the letter of credit and thereafter either hold all proceeds 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 (ii) for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the 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 under the Public Construction Bond Act (30 ILCS 550/et seq.). The aggregate amount of the letter of credit may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (viii) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Performance and Payment Letter of Credit be reduced below 150% of the amount certified by a licensed engineer retained by the Developer as to the value of the remaining work as confirmed by the Village Engineer, and in no event below the Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statement(s), general contractor's sworn statement(s) and applicable lien waivers, or have been paid through a construction escrow established at an Illinois title company, with copies of interim endorsements issued by the title company and supporting documents furnished to the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Owner/Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor of all contractors, subcontractors, and material suppliers performing such work or furnishing such materials. The Maintenance Letter of Credit shall not be reduced by reason of any cost incurred by the Owner/Developer to satisfy its obligations under this Agreement.

iv. *Replenishment of Letters of Credit.* If at any time the Village determines that the Performance and Payment Letter of Credit is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Developer shall cause the issuer to increase the amount of the appropriate letter of credit 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 draw down the entire remaining balance of the applicable letters of credit and pursue any deficiency from such Owner/Developer.

v. *Replacement Letter of Credit.* In the event the issuer of the Performance and Payment Letter of Credit has issued a notice of non-extension, and (i) the Owner/Developer has not performed all of its obligations under this Agreement and the Subdivision Ordinance as determined by the Village in its sole discretion; and (ii) either (a) the issuer of the Performance and Payment Letter of Credit has not issued a retraction of its notice of non-extension more than 30 days prior to its expiration date, or (b) the Owner/Developer has not caused another financial institution that meets the minimum requirements set forth in Section 11-9-9B of the Subdivision Ordinance to issue a replacement standby letter of credit 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 draw on the Performance and Payment Letter of Credit. If at any time the Village determines that the bank issuing either the Performance and Payment Letter of Credit or the Maintenance Letter of Credit is without capital assets of at least \$50,000,000 and a capital to asset ratio of not less than 6%, is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of

being unable to honor the appropriate letter of credit 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 the Owner/Developer provide a replacement letter of credit from a bank satisfactory to the Village. The replacement letter of credit shall be deposited with the Village not later than 30 days after the demand. After deposit of the replacement letter of credit meeting said requirements, the Village shall surrender the original letter of credit to the issuer of the original Letter of Credit.

C. Cash Bonds.

i. A cash bond paid by the Owner/Developer pursuant to an Irrevocable Cash Deposit Agreement shall be held by the Village Treasurer in escrow by the Village to guaranty the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance, and the Village Approvals, including the Owner's/Developer's Maintenance Obligations. Upon satisfaction of the Owner's/Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance, the Cash Bond may be reduced to 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original Cash Bond amount (the "Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Cash Bond"). The Maintenance Cash Bond shall continue to be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period set forth in this Agreement, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw on the Maintenance Cash Bond by reason of the Owner's/Developer's failure to fulfill its obligations under this Agreement, then the Owner/Developer shall within ten (10) days thereafter cause the Maintenance Cash Bond to be increased to its full original amount. In the event the Owner/Developer has posted a Cash Bond and the Owner and the Developer, or either of them, fails to perform each of their respective or joint and/or several obligations under this Agreement, the Subdivision Ordinance and the Village Approvals, or under any of them, the Village shall provide a notice of such default to the Owner/Developer, and the Owner/Developer shall have thirty (30) days (the "Cure Period") to cure any such default. In the event any and all defaults set forth in the notice of default are not cured within the Cure Period, the Village may use the funds held pursuant to the Irrevocable Cash Deposit Agreement to pay for the completion and maintenance of the Public Improvements, and after completion thereof, for the payment of labor and material provided by contractors other than the Developer, subcontractors and material suppliers with respect to the Public Improvements.

ii. Form of Cash Bond. The Cash Bond shall be paid and held pursuant to the terms of the Irrevocable Cash Deposit Agreement and shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney. The Cash Bond (a) shall be irrevocably pledged as security to the Village to secure the Owner's/Developer's joint and several obligations and shall not be cancelled or subject to withdrawal without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer prior to any draw on it by the Village, (c) shall not be subject to claims of any creditor of the Owner/Developer or either of them, or to levy, garnishment or hypothecation. If any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice other than the notice of default and without being required to take any further action of any nature whatsoever, (i) draw down the cash bond and use the proceeds 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 (ii) for the payment of contractors other than the Developer, subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights

under the Public Construction Bond Act (30 ILCS 550/et seq.). The aggregate amount of the Cash Bond may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (viii) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Cash Bond be reduced below 150% of the amount certified by a licensed engineer as to the value of the remaining work as confirmed by the Village Engineer, or below the Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statements, general contractor's sworn statements and applicable lien waivers, or have been paid through a construction escrow established at an Illinois title company, with interim title endorsements issued by said title company for each draw covering both private improvements and Public Improvements, with copies of documents furnished to the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Owner/Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor and of all contractors, subcontractors, and material suppliers of every tier performing such work or furnishing such materials. After acceptance of the Public Improvements by the Corporate Authorities and reduction of the Cash Bond to the Maintenance Amount, the Maintenance Cash Bond shall not be reduced by reason of any cost incurred by the Owner/Developer to satisfy its obligations under this Agreement.

iii. Replenishment of Cash Bond. If at any time the Village determines that the Cash Bond is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Cash Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten (10) days after a demand by the Village, the Owner/Developer shall deposit additional funds with the Village to increase the amount of the Cash Bond to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, otherwise the Village may draw down the entire remaining balance of the Cash Bond and pursue any deficiency from such Owner/Developer.

7. The Owner/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 the Owner and Developer, or either of them, to the Village under this Agreement, any Annexation Agreement, the ordinance approving the underlying subdivision, the Bartlett Municipal Code, and any other ordinance of the Village, or any of them, concerning the development of the Property.

8. The Owner/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 Public Improvements.

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

10. Owner/Developer shall pay all applicable federal, state, county and local taxes, and shall pay

prevailing wages, if applicable.

11. *The Owner/Developer agrees to, and does hereby grant the Village of Bartlett and to the Bartlett Fire Protection District a non-exclusive license to go upon any part of the 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 Subdivision or PUD, except on individual lots conveyed to homeowners.*

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

13. *The streets in the Subdivision/PUD shall remain the property of the Owner/Developer until the adoption of an ordinance by the Corporate Authorities formally accepting such 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. The Owner/Developer shall remain responsible for the maintenance of all of the Public Improvements in the Subdivision/PUD, 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 snow-plowing activities, until the expiration of the Maintenance Period and any extension thereof as provided in this Agreement, unless the Maintenance Period and the maintenance security requirement is waived by the Corporate Authorities in its sole and absolute discretion on the recommendation of the Village Engineer, in which event the Owner/Developer shall maintain the Public Improvements until they (or such portion thereof) have been accepted by the Corporate Authorities.*

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 Public Improvements in the Subdivision/PUD to protect the health, welfare and safety of the Public, Village may perform such repairs, and the Owner/ Developer shall reimburse the Village promptly for the costs so incurred.*

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 Public Improvements, the Owner, 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 Public Improvements (the "Village Designees") in, upon, across, through and under the Property, and hereby assigns such right, and interest if any off-site easements or licenses granted to the Owner and the Developer, or either of them, to install or construct any off-site Public Improvements to serve the Subdivision development, to the Village and/or the Surety. In the event of such take over of the 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. The Owner/Developer (if it will act as the general contractor), or the Contractor (if the Owner/Developer hires a single general contractor or construction manager), or each prime contractor (if the Owner/Developer hires more than one contractor to construct and install the 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. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Subdivision development.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO CG 00 01.

C. Business Auto and Umbrella Liability Insurance.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance.

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than

\$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against the Village and its officers, officials, employees and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions.

(i) Evidence of Insurance.

Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in a stop work order at the Village's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

(ii) Acceptability of Insurers.

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

(iii) Cross-Liability Coverage.

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(iv) Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(v) 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 the Owner/Developer (i) has failed to timely complete any of the eight 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) the Owner/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 the Owner/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 the Owner/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 the Owner/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 the Owner/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. Owner/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 the Owner/Developer fails or refuses to complete the 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 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, draw on and retain all or any of the funds remaining in the Performance and Payment Letter of Credit, the Maintenance Letter of Credit or the Irrevocable Cash Deposit, or 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 the Owner/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 the Owner's/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, Standby Letter of Credit (Performance and Payment), and/or Cash Bond are insufficient to pay fully the Village for all its costs and expenses to fully pay for the Public Improvements, and to maintain a cash reserve equal to 15% of the original construction security amount during the entire time the Maintenance Letter of Credit, Maintenance Bond or Maintenance Cash Deposit should have been maintained by the Owner/Developer, then the Owner/Developer shall, after demand of the Village, immediately deposit with the Village additional funds as the Village 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 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 the Owner/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 the Owner/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 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 Property pursuant to a judgment of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Property from liability for any charges that thereafter become due, nor form the lien of any subsequent charge.

20. *Hold Harmless.* Owner/Developer shall, in the event a claim is made against the Village, its officers, other officials, agents and employees or any of them, or if the Village, its officers, other officials, agents and employees or any of them, is made a party-defendant in any proceeding arising out of, or alleged to arise out of, the construction, installation, payment for, failure to pay for, maintenance and/or repair of the 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 Owner/Developer shall 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 Performance and Payment Letter of Credit, Maintenance Letter of Credit, or Cash Bond, and/or to enforce and compel performance on any Performance and Payment Letter of

Credit, Maintenance Letter of Credit if any draw is dishonored, and 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 of the development and refuse issuance of further building permits in the event the Village deems the terms of this Agreement to have been violated.

C. In the event the Village chooses to sue in order to enforce the obligations hereunder, Owner/Developer shall pay all costs and expenses incurred by the Village, including, but not limited to, attorneys' fees and costs and expenses incurred by the Village. In addition, if the Owner/Developer do not pay any fees provided for herein, the Village may withhold the issuance of building permits and/or occupancy permits until payment is received, or if the appropriate security is not deposited, withhold approval of plat of subdivision until the appropriate security is delivered. Village may use remedies available to it to collect such fees and charges as are due.

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. The Developer and the Owner, jointly and severally, agree to reimburse the Village for any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Developer and the Owner, or either of them, under this Agreement, regardless of whether a lawsuit is actually filed, within 15 days after the receipt of copies of paid invoices for such attorney's fees.

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: Valerie L. Salmons, 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 Owner/Developer:	Artis Senior Living of Bartlett, LLC 1651 Old Meadow Road McLean, VA 22102

With a copy to:

Thompson Coburn LLP
Attn: Katriina S. McGuire
55 E. Monroe, 37th Floor
Chicago, IL 60603

B. Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction or in the event a court shall determine that the Village does not have the power to perform a disputed provision, the provision shall be deemed to be excised from this Agreement and invalidity shall not affect any of the other provisions contained herein, and the judgment or decree shall relieve the Village from performance under the invalid provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

OWNER/DEVELOPER:

Artis Senior Living of Bartlett, LLC

Village of Bartlett

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

By: _____

Kevin Wallace, Village President

Attest: _____

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Authorization to sell property on eBay Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached is an ordinance for the Police Department to sell used vehicles using eBay Auction System for 7 used police vehicles.

ATTACHMENTS (PLEASE LIST)

Memorandum and Ordinance are attached.

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

MOTION: I move the passage of Ordinance 2016- _____, an Ordinance authorizing the use of eBay auctions for the sale of surplus property owned by the Village of Bartlett.

Staff: Kent Williams, Chief of Police Date: 2/9/2016

POLICE DEPARTMENT MEMORANDUM

16-09

DATE: February 9, 2016
TO: Valeria L. Salmons, Village Administrator
FROM: Kent F.A. Williams, Chief of Police
RE: Authorization to Sell Municipal Property on eBay Auction System

The Police Department would like to continue selling used vehicles using the eBay Auction System. We have been selling our used vehicles in eBay auctions since 2007.

We have identified seven vehicles that are no longer of use to the Village and would like to sell them on eBay.

The property to be sold includes: One 2008 Ford Crown Victoria sedan; one 2009 Ford Crown Victoria sedan; and five 2013 Ford Taurus sedans.

This property can be sold at public auction, subject to the Village Board's approval of the attached Ordinance. I am therefore requesting the ordinance authorizing the sale of this property be placed on the agenda for the February 16, 2016 meeting of the President and Board of Trustees.

KFAW/hma

ORDINANCE 2016 – _____

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

WHEREAS, the Illinois Municipal Code requires the adoption of an ordinance passed by 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 conveyance of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

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

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

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

SECTION TWO: Pursuant to said Section 11-76-4 and the Village's home rule authority, the Board authorizes the Village Administrator, or her designee, Geoffrey

Pretkelis, to sell the eBay Vehicles through the ebay.com online auction site to the respective highest bidders at not less than the respective Minimum Bid Amounts, and contingent upon said bidders agreeing to the terms and conditions of the Village's Online Sale – Terms and Conditions, a copy of which is attached hereto and incorporated herein as Exhibit B (the "Seller's Agreement"), unless the bidder's acceptance of said terms and conditions of the Seller's Agreement is waived in writing by the Village Attorney.

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

SECTION FOUR: The Village Administrator is hereby authorized and directed to sign vehicle titles and such other documents as may be necessary to transfer ownership of the eBay Vehicles as provided herein upon receipt of the proceeds of the sale and confirmation of the successful bidder's acceptance of the terms and conditions of the Seller's Agreement or waiver of that requirement by the Village Attorney, subject to the provisions of Section Two above.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016 – _____, enacted on **February 16, 2016**, and approved on **February 16, 2016**, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

EXHIBIT A

YEAR	MAKE	VEHICLE IDENTIFICATION NUMBER	MINIMUM BID
2008	Ford Crown Victoria	2FAHP71V69X135943	\$1,500
2009	Ford Crown Victoria	2FAHP71V09X115672	\$1,500
2013	Ford Taurus	1FAHP2M83DG144767	\$2,500
2013	Ford Taurus	1FAHP2M88DG144764	\$2,500
2013	Ford Taurus	1FAHP2M85DG144768	\$2,500
2013	Ford Taurus	1FAHP2M8XDG144765	\$2,500
2013	Ford Taurus	2FABP7BVXBX146938	\$2,500

EXHIBIT B

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

ONLINE SALES – TERMS AND CONDITIONS

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

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

Disclaimer and Indemnification.

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

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

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

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

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

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Please contact Geoffrey Pretkelis: 630-837-0846 office, 630-837-0865 fax, or e-mail: gpretkelis@vbartlett.org.

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

Buyer's Certificate. Successful bidders will receive a notice by email from e-bay (the "Notice").

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

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

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

Removal. All items must be removed within ten (10) business days from the time and date of issuance of the Notice. Purchases will be released only upon receipt of payment as specified above. Successful bidders are responsible for removal of any and all property awarded to them from the place where the property is located as indicated on the website. The Buyer will make all arrangements and perform all work necessary, for removal of the property. Under no circumstances will the Village of Bartlett assume responsibility for delivery. Property may be removed between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays by prior appointment only. Please contact Geoffrey Pretkelis: 630-837-0846 office, 630-837-0865 fax, or e-mail: gpretkelis@vbartlett.org, regarding scheduling payment for and pick up of Personal Property.

Vehicles of Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. The Village of Bartlett will not issue replacement titles.

Default. Default by Buyer shall include (1) failure by Buyer to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. If the Buyer fails in the performance of any obligation hereunder,

as provided herein, Seller may terminate this Agreement and shall be entitled to all rights and remedies as are provided by law and/or equity, including attorney's fees and court costs. Seller reserves the right to reclaim and resell all items not removed by Buyer upon the expiration of the specified removal date.

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



Agenda Item Executive Summary

Item Name Metra Beautification Agreement Committee or Board Board

BUDGET IMPACT

Amount:	NA	Budgeted	NA
List what fund	Parking Fund		

EXECUTIVE SUMMARY

Metra has provided a new Beautification Agreement to replace three existing Lease & Beautification agreements that allow the Village to maintain the landscape improvements along the Metra right-of-way adjacent to Bartlett Ave. and Railroad Ave. In exchange for the Village maintaining the landscape areas, Metra does not charge us the monthly rental charge of \$1,144 for the two lease agreements.

ATTACHMENTS (PLEASE LIST)

- Memo
- Beautification Agreement
- Resolution

ACTION REQUESTED

For Discussion Only _____
 Resolution X ____
 Ordinance _____

Motion: I MOVE THE PASSAGE OF RESOLUTION 2016-_____, A RESOLUTION APPROVING AND DIRECTING THE EXECUTION OF THE BEAUTIFICATION AGREEMENT BETWEEN METRA AND THE VILLAGE OF BARTLETT.

Staff: Dan Dinges Date: 2/9/16

PUBLIC WORKS MEMO



DATE: February 9, 2016

TO: Valerie Salmons
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Metra Beautification Agreement

Metra has provided a new Beautification Agreement to replace three existing Lease & Beautification agreements that allow the Village to maintain the landscape improvements along the Metra right-of-way adjacent to Bartlett Ave. and Railroad Ave. In exchange for the Village maintaining the landscape areas, Metra does not charge us the monthly rental charge of \$1,144 for the two lease agreements.

RESOLUTION 2016- _____

**A RESOLUTION APPROVING AND DIRECTING THE
EXECUTION OF THE BEAUTIFICATION AGREEMENT BETWEEN
METRA AND THE VILLAGE OF BARTLETT**

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: That the Beautification Agreement dated as of February 16, 2016 by and between the Commuter Rail Division of the Regional Transportation Authority (Metra) and the Village of Bartlett, a copy which is appended hereto as Exhibit A and is expressly incorporated herein (the "Agreement"), is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: February 16, 2016

APPROVED: February 16, 2016

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 2016-_____ enacted on February 16, 2016 and approved on February 16, 2016, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**BEAUTIFICATION AGREEMENT
VILLAGE OF BARTLETT**

THIS AGREEMENT is entered into as of this ____ day of _____, 2015, by and between the **Commuter Rail Division of the Regional Transportation Authority**, a division of an Illinois municipal corporation ("**Metra**") and the **Village of Bartlett**, an Illinois municipal corporation ("**Licensee**"). Metra and Licensee are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**."

RECITALS

A. Metra presently owns the property identified as portions of Property Index Number, 06-34-500-002 and 06-34-500-003, which represent a portion of Metra's Milwaukee District West Line right of way located in the vicinity of Metra's Bartlett commuter station in Bartlett, Illinois ("**Property**").

B. The Parties have entered into three different agreements (two leases, Metra No. L83801 entered into August 10, 1981, and Metra No. L83801 entered into July 20, 1982, as well as a beautification agreement, Metra No. N00678 entered into July 6, 1993, collectively, the "**Existing Agreements**") regarding the installation and/or maintenance of plants, grass, and other elements, modifications, and improvements (collectively, the "**Improvements**") on portions of the Property as delineated on **Exhibit A**, attached to and made a part of this Agreement ("**Premises**").

C. The Parties desire to update the terms agreed to in the Existing Agreements and to standardize the Parties' responsibilities across the Premises.

D. The Parties agree to combine and consolidate their relative duties and obligations regarding the areas that make up the Premises into a single new document (the "**Agreement**").

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of the Agreement and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Metra does hereby grant to Licensee a license for the purpose of maintaining the Improvements on the Premises ("**License**") subject to and in accordance with the following express conditions, terms and covenants to be observed, kept and performed by Licensee:

1. Licensee agrees to at all times maintain the Improvements so as to protect any and all other improvements now or hereinafter located on the Premises or the Property. All of said work shall be done at Licensee's sole cost and expense, in a good and workmanlike manner, maintaining the Improvements in a healthy condition, to community standards, including but not limited to, the removal of weeds or excess vegetation, trimming, and watering as necessary for the various plantings included in the Improvements as well as snow removal from sidewalks and walkways. Licensee further agrees that Metra shall assume no additional costs or liabilities for labor or materials necessary

for the maintenance, repair, or replacement of the Improvements.

2. Upon completion of any maintenance of the Improvements, Licensee, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of Metra, any affected portion of the Premises or Property as nearly as may be, to the same or better condition than that which existed immediately prior to commencement of such activities by Licensee.

3. Any rights to the Premises not specifically granted to Licensee herein are reserved to Metra and its successors and/or assigns. The Improvements shall be maintained in a manner so as not to interfere with efficient rail operations or any other business operations or activities being conducted by Metra or Metra's tenants or permittees on the Premises and so as not to prevent or unreasonably interfere with use and enjoyment of the Premises by Metra, its employees, agents or permittees for the purpose(s) to which the Premises is now, or may hereafter be, committed by Metra.

4. Metra shall permit Licensee reasonable right of access to the Premises for the purpose of maintaining the Improvements providing Licensee shall give to Metra reasonable advance written notice of the time when Licensee will commence any repairs or replacement of said Improvements in order that Metra may, if it so desires, have its representative(s) present for the purpose of directing said work so that the same may be done in a manner satisfactory to Metra. Licensee further agrees to notify Metra's Police Communication Center at (312) 322-2800 and Director of Engineering, Metra's Milwaukee District, at (312) 322-4101 at least seventy-two (72) hours in advance of Licensee's entrance upon the Premises to perform maintenance of the Improvements. Further, any third party contractors performing work on the Premises on behalf of Licensee may be required to enter into a Right of Entry Agreement ("**ROE**") with Metra prior to entering any Metra owned property. Licensee agrees to contact Metra's Right of Way Administrator at (312) 322-8016 at its earliest convenience to establish if a ROE will be required for such work.

5. Maintenance activities permitted by this Agreement shall be performed during daylight hours by Licensee's employees only. In no event shall minor children be allowed on the Premises during the performance of the maintenance activities permitted by this Agreement.

6. Licensee shall not place, keep, store or otherwise permit to be placed, kept or stored on the Premises or the Property any equipment or materials except during such time as Licensee's employees, agents or contractors are physically present and conducting activities permitted under the terms of this License. Licensee agrees that it shall not operate or cause to be operated any motorized vehicle of any kind on the Premises, on any track or on the Property without prior authorization from Metra's authorized representative; provided, however, that Licensee shall not be prohibited from operating Licensee's vehicles and equipment on any public crossing of Metra's tracks and rights of way or in the parking lot(s) adjacent to the Premises for the purpose of maintaining the Improvements.

7. Licensee agrees that Metra shall not be responsible for any damage to the Improvements resulting from track and platform maintenance including, but not limited to, use of herbicides for weed control on the tracks.

8. Licensee agrees that it will not alter the Improvements, beyond that which is necessary in performing maintenance activities, nor will it construct or install additional landscaping without the

express, written approval of Metra, which approval may be withheld in Metra's sole discretion. If such approval is granted, Licensee agrees that no planting will be allowed within fifteen (15) feet of the centerline of the nearest track, no plantings shall attain a height greater than three (3) feet without the express, written approval of Metra, and the ballast shall not be fouled by dirt, debris or other material.

9. Licensee shall at all times maintain said Improvements in a secure, safe, and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations. Licensee shall take all reasonable safety precautions to adequately secure the Premises, warn of risks, and ensure the safety of the public during periods of maintenance of the Improvements. If the manner of maintaining of said Landscape Improvements shall at any time be in violation of any applicable law, rule, regulation or ordinance, then Licensee, at no cost or expense to Metra and upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction over the Premises, shall make such changes as shall be necessary. Failure or refusal of Licensee to make the required changes within the time prescribed by said agency shall terminate this License, provided that it shall not terminate as long as Licensee, in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, ordinances, rules or regulations.

10. Licensee covenants and agrees that it will maintain at Licensee's expense the insurance required by this Agreement during the Lease Term. Licensee shall obtain policies of insurance or maintain its membership in the Intergovernmental Risk Management Agency ("IRMA") which shall obtain policies which are acceptable to Metra and provide the following initial coverage in the amounts as stipulated on **Exhibit B** attached to and made a part of this Agreement ("**Insurance Requirements**"), with such amounts subject to change on an annual basis, if deemed necessary by Metra.

(a) To the extent permitted by law, all insurance coverage required under the terms of this Agreement shall list Metra, the RTA and the NIRCRC as additional insureds. A duplicate copy of each such insurance policy or a certificate of insurance shall be furnished to Metra prior to the commencement of the Leased Activities on the Premises and must show on the insurance policy or the certificate of insurance coverage that Metra will be properly notified in writing should the Licensee terminate its participation in IRMA prior to December 31, 2016, and prior to December 31st of each succeeding year during the term of this Agreement. If such insurance is not in effect at any time, Licensee will immediately cease Licensee's use of the Premises and, upon failure to do so, Metra has the authority and Licensee's consent to prevent Licensee from using the Premises. Licensee's failure to obtain proper insurance coverage or to insure Metra as an additional insured shall not at any time operate as a waiver of Metra's right to indemnification and defense against any claim under the terms and conditions of this Agreement.

(b) Licensee waives all claims for recovery from Metra for any loss or damage (except to the extent such loss or damage is caused by the sole negligence, gross negligence, or willful misconduct of Metra or is caused by the sole negligence, gross negligence, or willful misconduct of any of Metra's employees, officers, agents, or other persons acting on Metra's behalf while on the Premises) to any of Licensee's property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when it is permitted by the applicable policy of insurance.

11. To the fullest extent permitted by law, the Licensee hereby assumes and agrees to release, acquit and waive any rights which Licensee may have against and forever discharge Metra, the Regional Transportation Authority (“RTA”) and the Northeast Illinois Regional Commuter Railroad Corporation (“NIRCRC”), their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property, arising out of or in any way relating to or occurring in connection with the rights granted or activities permitted under the terms and provisions of this Agreement, or which may occur to or be incurred by the Licensee, its employees, officers, agents and all other persons acting on the Licensee’s behalf while on the Premises, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the sole negligence, gross negligence, or willful misconduct of Metra, the RTA or the NIRCRC, or by the sole negligence, gross negligence or willful misconduct of the respective employees, officers, agents or persons acting on behalf of Metra, the RTA, and the NIRCRC, or any of them. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

12. To the fullest extent permitted by law, the Licensee hereby agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys’ fees) for claims, demands, actions, suits, proceedings, judgments, settlements, (a) arising out of or in any way relating to or occurring in connection with: (i) the rights granted or activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; or (iii) the failure to investigate claims, or (b) which may occur to or be incurred, by the Licensee, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses, except to the extent caused by the sole negligence, gross negligence, or willful misconduct of Metra, the RTA or the NIRCRC, or caused by the sole negligence, gross negligence, or willful misconduct of any of their respective employees, officers, agents, or persons acting on their behalf, or on behalf of any of them. Metra agrees to notify the Licensee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The Licensee further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Licensee shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an

indemnification or hold harmless against and from the negligence or willful misconduct of Metra, the RTA or the NIRCRC with respect to any construction work performed by the Licensee or those performing on behalf of or with the Licensee in violation of the Illinois Construction Contract Indemnification for Negligence Act.

13. This License may be terminated by Metra effective immediately upon notice to Licensee for any purposes as determined by Metra in its sole discretion or Licensee ceases to operate or maintain the Improvements or violates any of the terms, conditions, or provisions set forth in this License. This License may be terminated by the Licensee for any reason effective thirty (30) days after giving Metra notice of Licensee's intention to terminate.

14. This License and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Licensee shall not assign its rights under this License without first having received the prior written consent of Metra.

15. All notices, demands and elections required or permitted to be given or made by either Party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, facsimile transmission or hand delivered to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of successful transmission if sent by facsimile transmission or on the day of delivery if hand delivered.

(a) Notices to Metra shall be sent to:

Metra
547 W. Jackson Boulevard
15th Floor
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract Management
Phone: (312) 322-8006
Fax: (312) 322-7098

(b) Notices to Licensee shall be sent to:

Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103
Attn: Village Administrator
Phone: (630) 837-0800

16. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application

thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. No waiver of any obligation or default of Licensee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This License constitutes the entire agreement between the Parties with respect to the subject matter hereof.

17. This Agreement shall not be construed to create a joint venture, partnership, employment or any other kind of agency relationship of any kind between the Parties except to the specifically provided otherwise under the terms and provisions of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have duly executed this License as of the day and year first above written.

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY:**

VILLAGE OF BARTLETT:

By: _____
Donald A Orseno, Executive Director/CEO

By: _____

(Please Print Name and Title)

EXHIBIT A
Premises

EXHIBIT B

Insurance Requirements VILLAGE OF BARTLETT

Commercial General Liability Insurance (ISO Broad Form) \$1,000,000 per occurrence for bodily injury or death to persons or persons and/or property damage with a \$2,000,000 aggregate and \$2,000,000 products/completed operations aggregate and remove 50 foot railroad exclusion from definition of insured contract.

Automobile Liability Insurance for any auto with limits of not less than \$1,000,000 combined single limit for bodily injury or death to person or persons and property damage per occurrence.

Workers Compensation Insurance -Statutory amounts

Employers' Liability \$1,000,000 each accident
\$1,000,000 each employee
\$1,000,000 policy limit

All policies must be on a Primary and Non-Contributory basis.

Provide Waiver of Subrogation for the Additional Insured in all policies including WC, subject, however, to the willful misconduct, gross and/or sole negligence of said Additional Insured.

Provide the following Additional Insured wording in all policies including ongoing operations and products/completed operations for GL:

The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation and other railroads operating on Metra's property.



CERTIFICATE OF COVERAGE

MEMBER: IRMA Members (See attached listing) **COVERAGE TERM:** January 1, 2016 – December 31, 2016

This certificate is issued as a matter of information only and confers no rights upon the recipient. This certificate does not amend, extend or alter the coverages provided to the member.

Intergovernmental Risk Management Agency (IRMA) is not an insurance company. IRMA is an Illinois intergovernmental cooperative agency established by contracting units of local government as defined in the Illinois Constitution of 1870 pursuant to Article VII, Section 10 thereof and Chapter 127, Section 748 of the Illinois Compiled Statutes. IRMA administers a joint risk pool and purchases insurance, as it deems expedient.

COVERAGES: This is to certify that the coverages listed below are provided by IRMA to the member named above for the Coverage Term indicated. This certificate is subject to all terms and conditions of the IRMA Bylaws and Coverage Document, and any applicable contract(s) of commercial insurance.

Type of Coverage and Limits

Shall not be less than:

General Liability	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit \$2,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
Workers Compensation	Statutory Limits
Employers Liability	\$2,500,000 per occurrence

REFERENCE: Evidence of coverage for agreements/contracts between IRMA Members and Metra (see attached Member Listing). The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation and other railroads operating on the property, if required by agreements/contracts, are named as additional insured with regard to General Liability for all agreements and contracts.

TERMINATION: Should the member named above terminate its participation in IRMA prior to December 31, 2016, written notice thereof will be sent by first class mail to the party named below at the address indicated. However, failure to mail such notice shall impose no obligation or liability upon IRMA.

Authorized Representative of Intergovernmental Risk Management Agency:

Date: December 18, 2015

Margo Ely, Executive Director

CERTIFICATE HOLDER:

Metra
Attn – Marilyn Schliemann – mschliemann@metra.com
547 W. Jackson Blvd,
Chicago, IL 60661

Four Woodbrook Corporate Center
Suite 942
Westchester, IL 60134

106.062.000
Gra 106.562.0400
www.irmarisk.org

IRMA Members Holding Agreements/Contracts with Metra between \$1M-\$2M

Village of Barrington
Village of Bartlett
Village of Berkeley
Village of Brookfield
Village of Cary
Village of Clarendon Hills
City of Crystal Lake
Village of East Hazel Crest
Village of Flossmoor
Village of Glenview
Village of Hanover Park
Village of Hazel Crest
Village of Hinsdale
Village of Homewood
Village of LaGrange
Village of Lake Bluff
City of Lake Forest
Village of Lemont
Village of Libertyville
Village of Lisle

Village of Morton Grove
Village of Mundelein
Village of Northbrook
Village of Olympic Fields
City of Palos Heights
Village of Palos Park
Village of Richton Park
Village of River Forest
Village of Riverside
Village of Roselle
Village of Tinley Park
Village of Villa Park
City of West Chicago
Village of Western Springs
Village of Westmont
Village of Wilmette
Village of Winfield