

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**SEPTEMBER 6, 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 and Committee Minutes – August 16, 2016
- \*7. **BILL LIST:** September 6, 2016
8. **TREASURER’S REPORT:** None
9. **PRESIDENT’S REPORT:** 1. 125<sup>th</sup> Anniversary Logo Contest Winner
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. Meridian Court Rear Yard Variation
2. BAPS On-Site Public Improvements
3. BAPS Off-Site Public Improvements
4. BAPS Final PUD Plan – Phase 4
5. Transit Oriented Development (TOD) Plan

**B. BUILDING COMMITTEE, CHAIRMAN HOPKINS**

1. None

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

1. Brewster Creek Business Park TIF District Refinancing
  - a. Ordinance providing for the issuance of not to exceed \$9,500,000 Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project), of the Village of Bartlett Cook, DuPage and Kane Counties, Illinois and providing for the execution of a trust indenture and a bond order in connection herewith
  - b. Ordinance of the Village of Bartlett, Cook DuPage and Kane Counties, Illinois providing for the issuance of a not to exceed \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof
2. Contract to Purchase Oak Street Vacant Lots
- \*3. Brewster Creek TIF Developer Note #3, Payout #37

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

- \*1. Podolak Amplifier Permit Request

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

- \*1. Kent Circle Water Tower Painting Project
2. Quiet Zone for Eagle Z/Global Reconsideration

13. NEW BUSINESS:

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 16, 2016**

---

1. CALL TO ORDER

President Wallace called the regular meeting of August 16, 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: Trustee Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

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, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Police Chief Kent Williams, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

3. INVOCATION

Reverend Susan Tyrrel from Immanuel United Church of Christ 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 items 1 and 2 under the Planning & Zoning Committee (Ordinance 2016-60 An Ordinance Granting a Special Use Permit to Allow for the Serving of Beer and Wine at D^Licious Crepes and Roti and 2016-61-R, A Resolution Approving and Directing the Execution of the Public Improvement Completion Agreement for the Bartlett Ridge Subdivision) to the Consent Agenda.

Trustee Deyne stated that he would like to add item 1 under the Finance & Golf Committee (Ordinance 2016-62, An Ordinance Approving Amended Estimated



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 16, 2016**

---

Redevelopment Project Costs in the Bartlett Quarry Redevelopment Plan) to the Consent Agenda.

Trustee Camerer stated that he would like to add item 1 under the Public Works Committee (Resolution 2016-64-R, A Resolution Approving of the Agreement Between the Village of Bartlett and Commonwealth Edison Company (ComEd) for the Smart-Ready LED Street Lighting Agreement) to the Consent Agenda.

Trustee Hopkins moved to amend the Consent Agenda by adding items 1 and 2 under the Planning & Zoning Committee (Ordinance 2016-60 An Ordinance Granting a Special Use Permit to Allow for the Serving of Beer and Wine at D^Licious Crepes and Roti and 2016-61-R, A Resolution Approving and Directing the Execution of the Public Improvement Completion Agreement for the Bartlett Ridge Subdivision); item 1 under the Finance & Golf Committee (Ordinance 2016-62, An Ordinance Approving Amended Estimated Redevelopment Project Costs in the Bartlett Quarry Redevelopment Plan); item 1 under the Public Works Committee (Resolution 2016-64-R, A Resolution Approving of the Agreement Between the Village of Bartlett and Commonwealth Edison Company (ComEd) for the Smart-Ready LED Street Lighting Agreement) in addition to the items already shown on the Consent Agenda, and that motion was seconded by Trustee Carbonaro.

**ROLL CALL VOTE TO AMEND THE CONSENT AGENDA**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

Trustee Camerer moved to approve the Amended Consent Agenda and that motion was seconded by Trustee Arends.

**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.



**VILLAGE OF BARTLETT  
BOARD MINUTES  
August 16, 2016**

---

8. TREASURER'S REPORT

Finance Director, Jeff Martynowicz summarized the Municipal Sales Tax Report through April, 2016 was \$2,249,438 and it represented a 4.52% increase over the same time period last year. He stated that the Motor Fuel Tax distribution through May, 2016 totaled \$93,139 and represented a 3.50% increase over the same time period last year.

President Wallace asked for any updates in the State of Illinois.

Mr. Martynowicz stated that their session starts in November and he did not have any updates.

9. PRESIDENT'S REPORT

President Wallace read a Proclamation to Congratulate the Bartlett Royals Little League Team on its Undefeated Season.

Trustee Arends stated that the accomplishment they made was incredible.

President Wallace presented the National Night Out "Business Star Awards" and "Citizen Star Awards" to the following:

**Business Star Awards**

**Arties Towing**

Arties Towing was nominated for this year's Business Star Award for its continued support of Bartlett's National Night Out by donating and staffing the large inflatable slide. Arties Towing has also been a strong supporter of Special Olympics and the Bartlett Police Department's D.A.R.E. Family Fishing Derby.

**Moretti's Ristorante & Pizzeria**

Moretti's Ristorante & Pizzeria was also nominated for this year's Business Star Award for its continued support of National Night Out by donating all of the pizzas for the National Night Out Tailgate Parties at the Jim Jensen Pavilion and the Twilight Skate Park Bashes the past few years.

**Citizen Star Awards**

**Maddie Rueffner, Allison Bucaro, Tessa Evans**

Maddie, Allison, and Tessa were nominated for this year's Citizen Star Award for helping a substitute teacher who suffered a medical issue at Hawk Hollow Elementary School. These 6<sup>th</sup> grade students noticed the substitute teacher was in distress and calmly stayed with her and notified another teacher of the medical situation. These three students were



**VILLAGE OF BARTLETT  
BOARD MINUTES  
August 16, 2016**

---

also recognized by Hawk Hollow Principal Markisha Bush-Mitchell during the Positive Behavioral Interventions and Supports School Assembly.

**Kenny Schlobohm**

Kenny was nominated for this year's Citizen Star Award for assisting the Bartlett Police Department with the apprehension of a car burglary suspect. On December 31<sup>st</sup>, Kenny looked out his window and observed a suspicious person burglarizing unlocked parked vehicles. He immediately called 911 and provided the Bartlett Police Department with a detailed description of the suspect. Following a foot chase, Bartlett Police charged the juvenile offender with a Class 2 Felony for Burglary, a Class 4 Felony for Possession of Another's Credit or Debit Cards, and a Class A Misdemeanor for Theft.

**Joseph Simpson**

Joseph was nominated for this year's Citizen Star Award for assisting the Bartlett Police Department with the apprehension of several offenders who committed a residential burglary. Joseph heard the sound of glass breaking and then observed the suspects entering the rear window of his neighbor's residence. He immediately called 911 and was able to provide the Bartlett Police Department with a detailed description of the burglary suspects and their vehicle. The suspects were later charged with Class 1 Felonies for Residential Burglary.

**Block Party Winners**

Rookie of the Year – Cedar Lane – Renee Young  
Best Theme – Summersweet Lane – Stephanie Querry  
Most Spirited – Christ Community Church – James DiCiaula  
Best Participation – Village Church of Bartlett – Scott Dyck  
Best Lighting – Steeplechase – Gary Schellerer  
Most Charitable – Victory Centre – Rose Simone  
Best Overall – Regency Drive – Sharnell Jackson

Trustee Carbonaro stated that he wanted to present an award that has taken the Village of Bartlett six years to get back to where it belongs. The annual softball game between the Village and the Chamber of Commerce was a great event enjoyed by everyone. Some of the ages of the Chamber's infield players still did not add up to his age. There was a stellar performance by the defense and that defense kept them in the game. The pitching was not the only asset they had in their arsenal. It was a good time for all and he thanked everyone that helped bring the trophy home to the Village Hall.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None



**VILLAGE OF BARTLETT  
BOARD MINUTES  
August 16, 2016**

---

11. TOWN HALL

**George Koziol, 654 Hazelnut Court**

Mr. Koziol stated he was there as a show of confidence and support for the downtown TOD Plan which will be discussed during the Committee meeting tonight. He stated that he was confident that the Board read and reviewed the plan at least once. He was confident that they will do the right thing and endorse the plan and thereby providing Bartlett with a model that will serve the citizens well for years to come.

**Suzanne Launer, 760 Thornbury Court**

Ms. Launer was there to voice her disapproval of the Spaulding Road Improvement Project. She represented the Castle Creek Homeowners Association. Her concerns were that there was limited communication with the residents of these communities. Her property value has taken a dive and her home is worth less than half of what she paid for it in 2004. Now they are suffering another hit in value from the new trucking facility that is being built north of their neighborhood. Enduring the construction noise and dust in the summer means they can't open windows and enjoy the summer. The increased truck noise and pollutions, smell and traffic will detract even further from the neighborhood. The proposal to move the junkyard driveway to the north side will further de-value their properties. Traffic to Lambert will increase even more. Furthermore, having a clear site of line into the junkyard from a playground is unsightly and poses a potential danger to children who play there. She moved to Bartlett to be part of a family oriented community. Not only has she lost a significant investment in her property due to the economy, now industry is taking away her neighborhood. She stated that they are not in support of this proposal.

**Allison Ozog, 568 Versaille Drive**

Ms. Ozod stated that she was against the Spaulding improvement. She thanked officer Ullrich for calling her and contacting Global Recycling about their parking. There was one slight improvement and the parking on Spaulding has decreased. The workers are parking in the front of Global Recycling (3 deep). You cannot make a right turn on Lambert without having a semi in the way. The gates are opening up earlier at 6:30 a.m. versus 7:00 a.m. The employees are parking on the back end of the property along the fence. Not only are they seeing it on Spaulding but it is now also behind. The trucks (pictures attached) are parking illegally, not only the customers. She asked that the Spaulding Road improvements be put on hold to discuss further options so that the Castle Creek homeowners will have input into something that effects their neighborhood.

**Krishna Kalagara , 637 Versaille Drive**

Mr. Kalagara stated that he was there to express his concern regarding the Spaulding Road improvements. They do not support the move of the driveway onto Lambert Lane. It is facing their community and will cause a safety concern for the bike and walkway. He spoke about the noise at 7:00 a.m. and on weekends. He stated that the parking lot for



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 16, 2016**

---

Global Recycling brings a lot of dirt as well as the trucks who leave it on Spaulding Road. It will now bring the mud on Lambert where people walk daily. He requested a "no parking" sign on Lambert and Spaulding. He hoped the Board would consider their concerns.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that items 1 and 2 under the Planning & Zoning Committee (Ordinance 2016-60 An Ordinance Granting a Special Use Permit to Allow for the Serving of Beer and Wine at D<sup>A</sup>Licious Crepes and Roti and 2016-61-R, A Resolution Approving and Directing the Execution of the Public Improvement Completion Agreement for the Bartlett Ridge Subdivision) was covered and approved under the Consent Agenda.

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Ordinance 2016-62, An Ordinance Approving Amended Estimated Redevelopment Project Costs in the Bartlett Quarry Redevelopment Plan and Resolution 2016-66-R, A Resolution Approving of disbursement Request for Payout No. 36 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

Trustee Arends presented Resolution 2016-63-R, a Resolution in Support of the Wayne Township Bicycle Plan.

Trustee Arends moved to approve Resolution 2016-63-R, a Resolution in Support of the Wayne Township Bicycle Plan and that motion was seconded by Trustee Camerer.

Trustee Camerer stated that this was reviewed with the Bicycle Committee and found it to be a valuable study that will help the community. There are other Townships within Bartlett that also need to be addressed.

Trustee Hopkins asked if staff has identified any inexpensive things to do in this plan.

Administrator Salmons stated that there are some things. They have had staff at all the meetings.

Trustee Camerer stated that the Bicycle Committee is currently working on that also to come up with things that can do affordably.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 16, 2016**

---

Administrator Salmons stated that some of the money for the paths out west that were held up may be released. There is a process that they have to go through to get that again.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2016-63-R, SUPPORTING THE WAYNE TOWNSHIP BICYCLE PLAN**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

Trustee Arends stated that Resolution 2016-67-R, a Resolution Approving the Removal of Dangerous Tree Branches in the Heritage Oaks Tree Preservation Easement at 371 S. Hickory Avenue, Bartlett Lions Day Dash Parade Permit Request, Banbury Fair Amplifier Permit Request, Heritage Days Amplifier Permit Request, Lomeli Amplifier Permit Request were covered and approved under the Consent Agenda.

**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 2016-64-R, A Resolution Approving of the Agreement Between the Village of Bartlett and Commonwealth Edison Company (ComEd) for the Smart-Ready LED Street Lighting Agreement was covered and approved under the Consent Agenda.

Trustee Camerer presented Ordinance 2016-65, An Ordinance Rescinding Resolution 2016-54-R and Approving of the First Amended Agreement to Abrogate Permanent Easements and Temporary Easements; Grant Replacement Permanent Easement and Agreement to Construct Access Drive; Purchase and Sale Agreement with Regard to adjoining Parcel; and Grant of Additional Parking Parcel Easement and Cost Sharing Among the Village of Bartlett, Eagle Z Properties, LLC and Global Recycling & Repair Corp.

Public Works Director Dan Dinges stated that they talked to Global Recycling and were able to have 20 spaces along the driveway at the north end. The driveway off of Lambert is 300 feet north of Spaulding. As cars approach the Global facility, parking would head west. They believe that this will resolve the issue with parking on Lambert and Spaulding. They are looking at screening on both sides of the driveway to help visually into the Global facility. This is in conjunction with the Quiet Zone and we need to close off the current driveway for Global that is on Spaulding.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 16, 2016**

---

Trustee Camerer asked if the Quiet Zone will address the noise levels for the residents.

Mr. Dinges stated that once the Quiet Zone is in place the trains will no longer blow their horn unless they see an immediate threat.

Administrator Salmons stated that the resident concerns about the train noise is what started this. They were finally able to accomplish this, and have been working on it for a couple of years. In the meantime, we have this development out there that is unincorporated, and frankly a mess. They are able to bring them into the process, clean up the property, add landscaping and barriers. They are not in Bartlett so the Village does not have any ability to do this other than negotiations and continue to keep the trucks off of Spaulding. They have tried to address all of the concerns and she thought it will improve.

Mr. Dinges stated that north of their new driveway will have signs for the trucks so they can't go north of their new driveway.

Trustee Camerer stated that in theory, the trucks should not be on Lambert at all.

Mr. Dinges stated that they will come from Spaulding from the west, turn left onto Lambert and go up to that driveway north of Global. They will exit south on Lambert and west on Spaulding.

Administrator Salmons stated that they were able to coordinate their timing with Metra doing improvements and will save about \$50,000 being able to have Metra absorb some of the construction that was originally included in their plan.

Trustee Reinke stated that it sounds like we have some code enforcement issues on the subject property. Have they been discussed with Cook County code enforcement?

Administrator Salmons stated that they have. They had a code enforcement officer at one of the meetings last spring. She won't pretend that there was a tremendous amount of interest. Cleaning this up to the point where they are able to, is important, since the Village has no jurisdiction. They can continue to bring Cook County code enforcement out and get their attention to do some of the cleanup.

Trustee Reinke stated that it is completely unacceptable to have trucks parking on Spaulding and Lambert.

Attorney Mraz stated that this is the point for these improvements. It will allow for 20 cars to be parked in their lot. They are parking illegally on the Village property and we kicked them off. They are all along the tracks, the neighbors are correct – it is a mess.



**VILLAGE OF BARTLETT  
BOARD MINUTES  
August 16, 2016**

---

Trustee Camerer allowed a resident to make a comment.

**Bob Strama, 621 Versailles Drive**

Mr. Strama stated that the problem with Global Recycling is that they over pack their facility with vehicles that also go out into the driveway. The problem they have is that the semi trucks cannot pull in and turn around. By moving the driveway, those semi's will not be able to back down that driveway and turn around with the cars parked in the driveway. The problem that needs to be solved is what they are doing with the semi's. They are turning them around in the middle of the road. Lambert is a throughway for all of the school busses and the semi's will be blocking access. They need to move into a larger facility or expand. They need a turnaround in the facility. Any other retail venue would require this so they don't block residential traffic.

Administrator Salmons asked him to remember that they are not in Bartlett so the Village has no ability to affect those issues you raised.

Mr. Strama understood that they are not in Bartlett. There is no reason to reward them by moving the intersection and allowing them more room to spread out and cause more trouble on Lambert.

Attorney Mraz stated that in the driveway area and the north parking is an easement that the Village owns. We can police that area. It specifically states that it is for operable vehicles of their customers. We will have some jurisdiction and some teeth and enforcement ability relative to that. We are trying to get them off the streets as far as the vehicle parking goes.

Mr. Strama stated that the semi trucks will not be able to back down that driveway and turn around. They should be able to pull into the facility, turn them around, load them up and pull out. They should not be loading on Spaulding or in the driveway or anywhere else. Unless someone is sitting there watching all day, they are going to do exactly the same thing. There are quite a few other trucks that come down Spaulding and cut that way. He thought this should be revisited.

Trustee Hopkins stated that he mentioned trucks backing down driveways. He wanted to make sure that whatever we do, it is safe. If Mr. Strama has a legitimate complaint, we really should follow up.

Attorney Mraz stated that the engineer designed this driveway with truck turns and radiuses to pull in. If in the rest of their property they pack it with vehicles then that is a legitimate point. As part of the improvements along Spaulding, there may be some area to the side where the trucks could stage so at least they are not staged on Lambert.

Trustee Hopkins asked if any public notices went out to the residents.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 16, 2016**

---

Attorney Mraz stated "no". This is not a zoning change that would require that.

Administrator Salmons stated that this started out years ago with the Quiet Zone and a whole lot of residents concerned about the noise came in here and packed the Board room stating that we have to do something about the trains, and we did.

Trustee Camerer asked for clarity that there were no houses that abut Lambert. He asked how we are extending the parking.

Attorney Mraz stated that the Village is allowing it in the easement.

President Wallace asked the residents if the traffic congestion and the problems of the view from their homes was worse than the noise of the trains?

Ms. Ozog responded "yes".

President Wallace stated that many people told them just the opposite of that. He had many complaints about things rambling off their houses, train horns blowing 2-3 times, etc. We have some conflicting stories. The Board is trying to do the right thing here. If we don't do this – there is no Quiet Zone. This has had a lot of planning and effort, granted it is not something that goes before our Board because this was negotiations with an outside entity. Cook County ordinances and people outside of our jurisdiction have tried to work out a compromise. The business is not going to disappear. If you don't like this plan than where is the solution?

Mr. Strama stated that if they are going to stock the facility with vehicles, they need to make room for a pull through for the semi trucks. Part of the reason is that the trucks back into the driveway off of Spaulding. If a re-design was going to happen you could put the parking lot on the front side of the facility by their fence which is across Lambert but leaving a pull through so the semi's could come straight through. They need to make room for this so the trucks don't have to back up in the middle of traffic. He discussed other options while viewing a map of the property. He understood the business is there and they need to do business but at the same point they should not be rewarded because they overloaded the facility. There has to be another compromise.

President Wallace stated that the intent was certainly not to reward them. It was just to get a Quiet Zone for the neighborhood.

Attorney Mraz stated that they looked at many of the issues he raised. There are some issues and restrictions relative to the distance to the tracks so we had to be further back. One thing that was not agreeable to the owner and Global was restricting the yard itself. They could solve the problem by not over stacking areas, but they do. In terms of a



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 16, 2016**

---

second pull through, effectively to get this Quiet Zone, any entrance onto Spaulding in that area cannot take place under the regulations of the railroad and the ICC.

Mr. Strama asked if there was an opportunity for them to have a pull through where they can exit onto Lambert at the corner.

Attorney Mraz stated that was too close to the intersection.

Mr. Strama stated that if this is approved, we will see trucks backing in off Lambert and this will be re-visited down the road again because the trucks will continue to be a nuisance. He felt that the busses and kids walking through can be an issue.

President Wallace asked if it was legal to back a semi on a public road onto a driveway?

Police Chief Kent Williams stated that it was commerce and you have to give them reasonable accommodations. He stated that he would look at the specifics for that. He was reluctant to tell him that they could start arresting and siting these trucks for making reasonable back-ins to deliver. You have to allow commerce to deliver and if that's the only way they can do it, it would be considered a reasonable accommodation.

Attorney Mraz stated that they can police the parking on Lambert and keep them from stacking. The movement itself, into the facility, they would be able to do, and staff can look at modification to the proposed new access drive to avoid trucks backing in. In the plans that Metra has, there is some widening there and ability to stack trucks along Spaulding that does not exist today. He believed it would be an improvement to enable us to get this Quiet Zone that will benefit over 2,000 residents. These folks have raised some legitimate concerns and he thought we could write tickets in those areas we control in our jurisdiction. He felt that when they start getting tickets for parking on Lambert, it will solve the problem.

Trustee Camerer asked if the Village approached the owner or have the residents tried to approach Global Towing regarding these issues.

Administrator Salmons stated that they have had many conversations.

President Wallace asked how much easement is there where they put in the new driveway. Do we have room for a circular pattern?

Attorney Mraz stated that is not impossible but they are not willing to pay for it and it gets expensive on our dime to do a circular pattern but there may be an acceptable cheaper alternative that the Village could do in the future.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 16, 2016**

---

Community Development Director Jim Plonczynski stated that there is a lot of uneven terrain that would require grading and much more construction costs for a circular drive.

President Wallace stated that there is more parking to the west of there that is double. This is a first stage and could possibly improve this situation – he didn't think it could make it worse than it is now. The residents will get a Quiet Zone. Let's see what we can do policing the area and how it works. If it is not good enough, we have improved the situation. You have train whistles and congestion – it is not going to change unless we do something. He makes a case that there will be more off-street parking that is enforceable. Let's make this stage one and see if it improves the situation and maybe eventually prove it better.

Trustee Deyne asked if there was any possibility they could continue negotiations with the current owner to try and rectify the situation.

Administrator Salmons said that they can but they will miss their timeframe with Metra for doing some joint improvements but they are always willing to continue to negotiate if we give up the timeframe.

Attorney Mraz stated that they have been doing that.

Administrator Salmons agreed and they have for several years now.

Trustee Arends suggested Tabling this.

Mr. Plonczynski stated that if they don't approve it, we can't have the contracts that Metra will allow us to work with them to save us some money with the crossing being replaced and the contracts that we have to do the Quiet Zone may not happen.

Attorney Mraz stated that the Village also owns the piece to the north. If it continues to be a problem perhaps they could loop and have a second access point, keeping in mind that this option is a cost factor.

**Mike Tippet, 620 Versaille Drive**

Mr. Tippet stated that not only is it unsightly, but it is also a debris issue. These trucks carry junked cars and part, glass, bolts fall off. He has had two flat tires. They also work on their cars in the street or wherever they can. There are actually two junked cars sitting on the corner of Lambert and Spaulding right now.

Attorney Mraz stated that this would clean that up.

Mr. Tippet asked how this would clean it up?



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 16, 2016**

---

Attorney Mraz stated that Global will not be able to get over the curbs and therefore will have no access to that area. There is going to be turn improvements and non-mountable curbs where they will not be able to just park in the grass outside of their boundaries. Perhaps there will be debris on Lambert but at least we can police that area.

Mr. Tippet stated that the debris falls off regardless if they are going over curbs or not and now he will not have an opportunity to avoid it. It will be up and down Lambert.

President Wallace stated that it has been falling off for years and it's still there. Spaulding or Lambert – we can't kick them out of the Village.

Mr. Tippet stated that because their entrance is on Spaulding, he can go down Lambert and avoid it. If the entrance is moved, they will not be able to exit the subdivision with the exception of Lake Street.

President Wallace stated that is a policeable event as well.

Chief Williams stated that they worked with this community many years ago to help lock down Lambert Road to keep all truck traffic off it and force it west through Elgin. That proved successful but then the Quiet Zone became an issue and since then it's been a challenge.

Ms. Ozog stated that by moving the driveway off of Lambert when you do a Google Map, won't it send the trucks down Lambert Drive?

Attorney Mraz stated that they will only be able to go up to the entrance by coming the same route – east on Spaulding, north on Lambert to that entrance.

Ms. Ozog stated that by moving the entrance closer north the fastest way to get there is down Lambert.

Administrator Salmons stated that they cannot. They will continue to enforce the truck traffic ban on Lambert so they can go north a tiny bit. They are not proposing to have any change. Certainly, that will take some increased policing on the Village. There is another truck facility going into Elgin and they intend to police that as well.

Ms. Ozog suggested a stop sign by the park on Lambert because of the increased traffic.

President Wallace stated that the effort they are trying to make to improve this whole area, and it's certainly never a perfect plan, but there are deadlines and timelines that are attached to this that have been many hours of negotiations and meetings. Please take that into consideration on your vote.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 16, 2016**

---

Trustee Camerer moved to approve Ordinance 2016-65, An Ordinance Rescinding Resolution 2016-54-R and Approving of the First Amended Agreement to Abrogate Permanent Easements and Temporary Easements; Grant Replacement Permanent Easement and Agreement to Construct Access Drive; Purchase and Sale Agreement with Regard to adjoining Parcel; and Grant of Additional Parking Parcel Easement and Cost Sharing Among the Village of Bartlett, Eagle Z Properties, LLC and Global Recycling & Repair Corp. and that motion was seconded by Trustee Reinke.

ROLL CALL VOTE TO APPROVE ORDINANCE 2016-65, RESCINDING RESOLUTION 2016-54-R, AND APPROVING OF THE FIRST AMENDED AGREEMENT TO ABROGATE EASEMENTS, CONSTRUCT ACCESS DRIVE, GRANT EASEMENT AND COST SHARING WITH EAGLE Z AND GLOBAL RECYCLING

AYES: Trustees Arends, Camerer, Carbonaro, Deyne

NAYS: Trustees Hopkins, Reinke

ABSENT: None

MOTION STATED TO HAVE CARRIED\*

Trustee Deyne stated that he reluctantly had to vote "yes" because of the timeline they are under. He wished they could continue negotiations with the current owner to improve the traffic there.

\* Attorney Mraz subsequently opined that because the Amended Agreement purporting to be approved by the Ordinance included the sale of Village real estate, that the Ordinance required approval of  $\frac{3}{4}$  of the Corporate Authorities, and, thus, the Ordinance failed to pass.

13. NEW BUSINESS - None

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Arends asked how National Night Out was.

President Wallace stated that it was fabulous and we will soon be the new world record holder for whistle blowing.

Trustee Arends stated that she has heard nothing but raves about the whistle blowing and how much fun it was as well as how well it was organized.

Administrator Salmons stated that they will be sending in the official packet to Guinness who will look it over and decide if they won.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 16, 2016**

---

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 Arends 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 8:05 p.m.

Lorna Giles  
Village Clerk



**VILLAGE OF BARTLETT  
BOARD MINUTES  
August 16, 2016**

---

**Lambert & Spaulding  
after Officer Ullrich spoke to Global Recycling about parking**

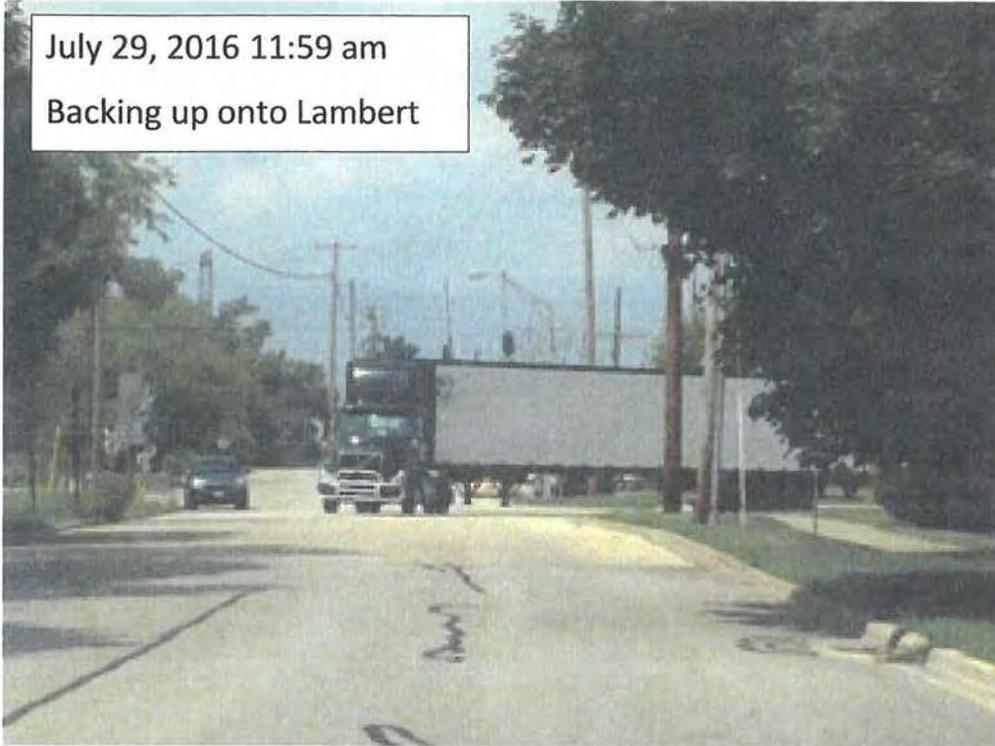




**VILLAGE OF BARTLETT  
BOARD MINUTES  
August 16, 2016**

---

July 29, 2016 11:59 am  
Backing up onto Lambert



August 1, 2016 8:44am





**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 16, 2016**

---



August 11, 2016 11:13 am  
GLOBAL RECYLCING Tow Truck



August 12, 2016 3:51 pm



**VILLAGE OF BARTLETT  
BOARD MINUTES  
August 16, 2016**

---





**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 16, 2016**

---

President Wallace called the Committee of the Whole meeting to order at 8:05 p.m.

PRESENT: Trustee Arends, Camerer, Carbonaro, Hopkins, Reinke, and President Wallace

ABSENT: Trustee Deyne

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, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Police Chief Kent Williams, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**PLANNING & ZONING COMMITTEE**

President Wallace stated that due to a conflict of interest Trustee Hopkins would chair the first item under Planning & Zoning.

**RLE Bartlett**

Trustee Hopkins stated that the petitioner is requesting an Annexation, Rezoning the north lot and the cell tower lot, upon annexation, from the ER-1 (Estate Residence) to the B-3 (Neighborhood Shopping) Zoning District, Special Uses for motor home sales and major repairs, automobile and trucks mechanical and body repair, storage of vehicles associated with the use of the property and Site Plan Review.

The Plan Commission reviewed the application and conducted a Public Hearing at their meeting on July 14, 2016. The Commission recommended approval subject to the conditions and Findings of Fact outlined in the staff report.

Community Development Director Jim Plonczynski stated that they are annexing a small piece of property that is north of their current location which will bring them up to the Streamwood boundary. The Site Plan which is the old Motor Homes Unlimited property, the petitioner will renovate two buildings on the property into auto repair/service and body work. The primary use of the rest of the property will be stormwater detention for the development he has to the west which is Elgin Toyota. They will also store their vehicles owned the Toyota dealer. On the north end of the property will be some stock piling of material that will come from the detention basin. The Village of Streamwood and the Village of Bartlett will both get connection to the water system through the easement. It will be an interconnect between the two



## VILLAGE OF BARTLETT COMMITTEE MINUTES

August 16, 2016

---

communities and we will have a shared agreement with the petitioner that will allow for the oversized connect and have an emergency connection with Streamwood on the north end.

Trustee Hopkins thanked the petitioner for cleaning up the property and developing it.

Trustee Carbonaro asked if they will need a pump station since this is our emergency connect to JAWA.

Public Works Director Dan Dinges stated that they were talking with Streamwood and are just looking to make the connection. They are still looking at both models to see how pressure-wise this would work. They may have to put in a pump station to feed either direction but right now getting the connection is the key point.

Trustee Hopkins stated that they will forward this to the Village Board.

Mr. Plonczynski stated that they will do a public hearing on the annexation agreement at the Village Board and the rest will follow with an ordinance for the zoning, annexation and an annexation agreement.

Trustee Reinke asked the record to reflect that he took no part in the above discussion.

### **Downtown TOD PLAN**

Trustee Reinke presented the Downtown TOD Plan.

Mr. Plonczynski stated that they have Christine Carlyle from Solomon Cordwell Buenz (SCB) and Cindy Fish from Fish Transportation Group there this evening. He stated that they gave their presentation at a previous meeting and since then it was forwarded on to a special combined Public Hearing with the Economic Development Commission, Zoning Board of Appeals and Plan Commission on July 14, 2016. The combined commissions recommended in favor of the TOD Plan to the Village Board.

Trustee Reinke quoted Ms. Carlyle whereas she stated "the economic development associated with commuters is very minimal for the town itself". He stated that this is one of the discussions that they have had in various forms. They want to see that the commuters are a source of economic development for us. At the same time they are kind of puzzled because we can't keep a coffee shop in the train station thriving. He asked her to elaborate the notion that maybe the commuters are not doing what we think they might do.

Christine Carlyle, Solomon Cordwell Buenz stated that Bartlett is not uncommon for many of the commuter stations. People are in a hurry to get home and tend to go



## VILLAGE OF BARTLETT COMMITTEE MINUTES

August 16, 2016

---

directly to their cars. They have been studying train stations in a variety of places. Their analyst has a lot of data and expenditures are not high with the commuters. It just tends to be the trend. There are more people from the community using the downtown and that is key to make it a place where people want to come and see that there is activity and gathering places. This is where most of the economic development is today in the food and beverage area.

President Wallace stated that there was some concerns about eliminating parking spaces. He felt that the people getting on the train are not supporting the downtown anyway. Is that a fair statement?

Ms. Carlyle stated that there was not a lot of evidence that they are getting retail sales out of them. At the same time, having some convenience to the train station that is in walkable areas, is what they looked at. They are not eliminating any of the parking spaces, they are moving them to allow for prime real estate to be developed that will add more value to the downtown in terms of residential and some retail.

Trustee Reinke stated that the Metra parking is 85% occupied today but by 2040 they may need an additional 150-200 spaces and/or parking structure. That has its own set of challenges. They would need something like that if we were to increase the residential density downtown.

Ms. Carlyle stated that is correct. It's not a tremendous amount of units but will add critical mass in terms people living here that will then support your neighborhood serving retail. All the phasing of the parking was done in sequence. There is a lot of land that Metra owns right now north of the Senior Flexonics site and that has been identified as a potential parking area.

Trustee Reinke stated that he liked the incremental approach because, in his experience, that is how development works. You can't create a plan and then everything is done right away.

Ms. Carlyle stated that she is a strong incrementalist, it is a sequence issue and you will get the most reward out of doing that.

Trustee Reinke stated that they tried to pin her down as to whether there was a particular project or "keystone". He felt that she gave on that and talked about Bartlett Plaza because a representative from CBRE was there and indicated interest. He asked her how that spurs all the other development and how is it a keystone.

Ms. Carlyle stated that it is in sending a message that there is new development taking place and to be able to fill what has been a vacant property. That is a key component through setting a new message for the Village and would be a prime site for residential



## VILLAGE OF BARTLETT COMMITTEE MINUTES

August 16, 2016

---

as well. You have a willing property owner who is interested in that and they are represented by a brokerage firm. There is a lot of good stories to go with that and a lot of excess land, especially in the parking area that is not utilized. There could be many different benefits for that particular property and would have a spin off effect and catalyst for the downtown. The other properties will have some infrastructure to look at, movement of parking spaces and sequential things.

President Wallace stated that he liked the pliability of the plan. You have a starting point and work your way into what the residents are supporting. There are a lot of great ideas in the plan.

Trustee Reinke stated that he wished they had this when they voted on the TIF.

President Wallace stated that it was a good point.

Trustee Reinke asked how important the TIF was to the Plan.

Ms. Carlyle stated that from the development communities point of view, it is very important. You compete with other communities in terms of bringing developers in that will be looking at certain price points in terms of infrastructure and preparing for development. A TIF can really help in making sure it pencils out, which is looking at the perma for the property. It has other benefits such as starting the process sooner and bringing in developers and competitive edge to your neighboring communities.

Trustee Hopkins asked about the "super block".

Ms. Carlyle stated that there was a tendency in the 1960's to think about large tracks of land and not recognize that there was an existing block pattern. A shopping center takes up a lot of land and cuts off streets and limits your circulation. If you start to have some thru streets in there you have multiple routes to get from point A to B and not just relying on Main Street and having to circle around to Prospect. It's a big opportunity to make a downtown scale in street and block and will be a hybrid of having your shopping center plus new development that can add a more walkable quality to the downtown which is what everyone is looking for these days. It will provide greater parcels for development and access to them.

Trustee Reinke stated that breaking up that super block is going to be very scary for a lot of people. If we are committed to changing the downtown, something has to give. We can't keep everything the same and change it all.

Ms. Carlyle stated that this area was a former industrial zone. As you move towards that walkable downtown you will have to do things to make that happen. Each road piece can be done with associated development.



## VILLAGE OF BARTLETT COMMITTEE MINUTES

August 16, 2016

---

Trustee Camerer stated that he has a vested interest in the Bartlett Plaza region, he was a little concerned of how they come to the determination that we need so many rental apartments that we would tear down a shopping center to replace with apartments. What were the findings based on and which cities?

Ms. Carlyle stated that they had a study (Goodwin Williams) that looked at the demographics. They have found with many communities that they are not starter properties anymore, no place for empty nesters to go or people who want to stay in the community. The Village has 98-99% occupancy in its current apartment rentals. There is a demand and it's regionally as well. You need to look at the type of development and assure that there is high quality coming in. There is a demand for apartments and it is based on price points. They are beginning to see condos come back as well.

Trustee Hopkins asked how important the bike recommendations were that are in the Plan.

Ms. Carlyle stated that she worked with Cindy Fish and she is the transportation expert. From the people side, it is very important. They had a lot of people attending the meetings to assure that we had those bike recommendations and that the downtown was bike-able and you could get there as a destination. Part of what they were looking at was how you get through the downtown on a bicycle and ensuring it was a safe route.

Cindy Fish, Fish Transportation Group stated that Terry Witt was very active in her group and helped them come up with these recommendations. Access into the downtown was very important as a way of not needing your vehicle, particularly with commuters.

President Wallace stated that when you go into downtown Naperville they have a bike lane that is heading downtown. They don't have room for parking because there are too many restaurants.

Trustee Hopkins stated that another item in the Plan is to establish a 25 MPH speed limit on all roadways in downtown Bartlett as well as Oak and Main. Do you see that happening?

Chief Williams stated that it was the Boards decision and they would enforce whatever the Board passes. When the time comes and that seems beneficial, they can consider that and put an ordinance out.

Trustee Hopkins asked if they write a lot of tickets on Main and Oak?

Chief Williams stated that they do not.



## VILLAGE OF BARTLETT COMMITTEE MINUTES

August 16, 2016

---

Ms. Fish stated that they included that just to change the feel of when you come into the downtown. It should be a slower speed, multi-modal, complete streets. They want it to have a downtown feel and not just a bypass route.

Trustee Reinke stated that is one of the benefits of the complete streets model. Over by the Elgin City Hall they have that bike lane and it tends to squeeze you together but also slow you down.

Trustee Camerer talked about Main Street and Devon and asked for comments on the "new commercial" lots on the maps. He didn't see how they had new commercial property when you have the CVS and the bank on the corner.

Ms. Carlyle stated that there is an opportunity for some in-fill in those locations. There is a lot of space. She mentioned eliminating some of the parking through there to create more of a street wall for new commercial and then finding other parking behind it and being more efficient in your parking layouts. Whereas, you park behind the buildings and you have more of a frontage that creates that walkable zone. These again are as the opportunities present themselves. Having a sea of parking in front of your buildings doesn't create a walkable environment. Anything that gets pulled more to the streetscape side of things, helps to add that continuity along Main Street as well.

Trustee Camerer stated that he drives this every day and there's just not that much distance between the bank and CVS. He didn't know what you could put there but it would not be much as far as a new commercial development. If you go to the north of it then you are talking about taking out a dental office or physicians office.

President Wallace stated that his office was clear back off the road now so that's the idea. They are not going to build it yet.

Trustee Camerer stated that he realized that but he wanted everyone to realize that this is not as clean cut as everyone wants to make it sound.

Trustee Carbonaro stated that it's a vision.

Trustee Reinke stated that development operates in very subtle ways so if we start to see a change in the downtown and then suddenly as a developer it makes sense to me to buy that strip mall and tear it down and perhaps, build up. Over time (decades), we may see the change that we all wanted so badly for the downtown.

Trustee Camerer stated that he was not opposed to it. He just thought that there was more to it than meets the eye and he was concerned about some of the allocation of commercial properties and things of that nature that he did not see the space for.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 16, 2016**

---

Trustee Reinke and the Board agreed to forward this onto the Village Board.

**FINANCE COMMITTEE**

In the absence of Trustee Deyne, President Wallace asked the Finance Director to present the following item.

**Senior Utility Tax Rebate Discussion**

Finance Director Jeff Martynowicz stated that a couple of months ago, the Board asked to have a discussion over the senior utility tax rebate. He stated that they reduced the electric and gas utility tax by \$1,000,000 with cuts of \$300,000 in 2014 and \$700,000 in 2015. With the last reduction going into effect on May 1, 2016. During the implementation of the utility taxes in 2012, the Board established a \$30 senior citizen utility tax rebate. At that time, they estimated a single family household would pay \$85 per year. In total, these utility taxes have been cut by 58% from the original amounts. The annual expense for the senior rebates is budgeted at \$59,000. Staff did offer two options for the Board to consider: (1) eliminate the rebate or (2) reduce the rebate by a similar percentage to the reduction in both of the utility taxes.

Trustee Hopkins asked how a senior gets a rebate.

Mr. Martynowicz stated that back in 2012 they filled out an application and they kept that application on file and cross reference the water billing database. They send out the checks annually by verifying who is still in that database. If a new resident turns of age they can come in and fill out the application to be eligible for the rebate.

Trustee Hopkins asked if it was possible for a senior not to use \$30 in a tax and still get a \$30 credit?

Mr. Martynowicz stated "yes".

Trustee Camerer asked if the seniors have counted on this rebate from the Village?

Mr. Martynowicz stated that they don't get a lot of feedback from the seniors because the checks are automatically sent.

President Wallace asked how much manpower it would take to pro-rate it on a percentage?



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 16, 2016**

---

Mr. Martynowicz stated that they cut about 2,000 checks per year annually. They are almost at \$60,000 in expenses. They start gearing up in May and then send out checks in June. It does take some time and effort for staff to do it.

President Wallace asked if it would be complicated to go bill by bill and use the percentage on what they would be receiving versus the \$30 flat amount.

Mr. Martynowicz stated that he would recommend a flat amount.

Trustee Arends stated that they are considering cutting the senior rebate of \$30 by 59% which is \$17.

Mr. Martynowicz stated that it was just a recommendation.

Trustee Reinke re-stated the choices: eliminate it, reduce the amount or keep it the same.

President Wallace asked if from a manpower standpoint, are we spending two salaries to send these checks out?

Mr. Martynowicz stated that it is a group effort. You have to review the water billing database, create a database report, accounts payable enters it into the system and cuts all the checks. They also have the process of reconciling the bank statements each month, tracking all those checks. There is inevitably phone calls, etc. so collectively for about six weeks it's a fair amount of work for the Finance department.

President Wallace stated that they are used to doing it the way that it is right now. He recommended leaving it alone for right now. You will have more calls if you change the process.

Trustee Hopkins asked what the likeliness was of eliminating the gas tax in the next budget.

Mr. Martynowicz stated that it was a policy decision.

Trustee Reinke stated that is one way to save on the people power, eliminate the utility taxes all together. That would be the ideal answer.

President Wallace asked what amount of manpower they were using for this rebate. If they eliminate it completely, how much would we save? That is a lot of hours when you take that and add it to the \$59,000 expense that we are sending out.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 16, 2016**

---

Mr. Martynowicz stated that when they implemented this in 2012, they did not increase staff. They just dialed it into their annual routine.

President Wallace suggested they talk about this at budget review.

**PUBLIC WORKS COMMITTEE**

**Mosquito Funding**

Attorney Mraz stated that Trustee Hopkins asked him to review a statute from when they met with the Northwest Mosquito Abatement District. The statute in question which is a portion of the Mosquito Abatement District Act, provides that if a municipality budgets for and provides mosquito abatement services and levies within its general tax levy, a tax to fund those mosquito abatement services and if the Village lies wholly or partially within a mosquito abatement district (Northwest Mosquito Abatement District) that also levies a district tax (Cook County). The Cook County portion of the Village lies in the Northwest Mosquito Abatement District, it levies a tax for mosquito abatement services. Bartlett lies in three counties, there is no mosquito abatement district in DuPage so the Village contracts with Clarke Mosquito Service and they charge about \$72,000 per year and it is budgeted. There is not a specific line item levy for that but it is in the general levy which then gets levied against the properties in Cook, DuPage and Kane counties within the Village. Trustee Hopkins has stated that the residents in Cook County are paying taxes on their tax bill to the Northwest Mosquito Abatement District and a proportionate share of the \$72,000 that pays for abatement services only in DuPage but is spread out among the whole Village. The County Clerk calculated that there are roughly 8,300 tax payers in the DuPage County portion of the Village and roughly 5,785 tax payers in Cook County. From the real estate taxes collected on properties on those 5,785 properties in Cook County, they extended \$44,085 to the Northwest Mosquito Abatement District for tax year 2014. The statute says that in that instance, the Village should pay monies to the Northwest Mosquito Abatement District. They didn't levy an amount also for mosquito abatement services and he didn't think the statute was clear on that point. If they were it would be \$44,000 plus the \$72,000. They have only levied the \$72,000. The Village pays the \$44,000 to the Northwest Mosquito Abatement District and they in turn are supposed to abate the taxes. He didn't know what kind of push back there would be. The people he has talked to in the Clerk's office thought they may have to do the calculation manually. He asked if they could spot abate taxes and he is awaiting to hear from them. The burden falls on the Northwest Mosquito Abatement District under the statute. He believed that if there is a fair amount of expense or legal fees they would be resistant and he was reluctant to write a check for \$44,000 without a corresponding assurance that the residents will get that money back in the form of a future abatement. He felt the amount would be around \$9 per tax payer in Bartlett that would get abated.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 16, 2016**

---

Trustee Hopkins stated that the burden is on the Northwest Mosquito Abatement District and not the Village. We need to comply with this law. We have been in violation for many years. We need to comply and write them a check, like the statute says. Their legal team can deal with it from there. We need to follow the law.

Attorney Mraz stated that there is room for interpretation. If we had been abating the \$116,000, it falls within the four corners of the statute and we are sitting on that extra \$44,000, and it is not. That will have to come from other sources. He didn't believe it was crystal clear on that point.

Trustee Hopkins stated that they should have budgeted for the mosquito abatement in our budget for twenty years. We need to comply with the law – it's simple. If they are not returning phone calls, that is a serious problem.

President Wallace stated that if they are not returning the phone calls, with the number of residents and the amount of money we are talking about here, how confident are you that they are going to mess with it for the next ten years. It's not worth a lawsuit. He suggested that they, as a Board, wait for return phone calls on several different items.

Attorney Mraz stated that he is waiting to hear from the Cook County Clerk's office. He stated that Trustee Hopkins makes a good point. He is reluctant to write the check if it doesn't get abated.

Trustee Reinke stated that they need some finality here. He agreed with Trustee Hopkins, if the statute applies and it's an Illinois Statute, it may not be as clear as we want it. We should comply with it, unless they refuse it.

President Wallace stated that it would not be the first time we had a statute in Illinois where they don't have a mechanism to back it up. He advised council to get more information and determine whether we will pay this extra fund. He would also like the mosquito abatement district to provide us with some kind of mechanism they will start utilizing.

### **Sewer Rate Study**

Trustee Camerer asked the public works director for details.

Public Works Director Dan Dinges stated that with the NPDS permit that came out in October, the Devon Excess Flow facility is struggling to meet those new limits. They have been working with the EPA to come up with a solution. At this point it might make sense to wait to see where we are heading with that. There will likely be capital improvements involved. They have to respond back to the EPA in the next month.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 16, 2016**

---

President Wallace stated that the significant expense that could be involved with this Cook County issue, he suggested they postpone this conversation.

Trustee Hopkins asked what kind of ideas they are talking about.

Mr. Dinges stated that there are several different options. One option is to sit down with MWRD to see what options are there to send more water their way. Other options would be either storage or additional treatment down at Devon. Another option is sending additional flow down to Bittersweet. Those all have costs and they do not have the detail at this time. Hopefully from there they will find the best solution.

Trustee Hopkins asked why Streamwood or Hanover Park don't need an excess flow facility?

Mr. Dinges stated that Streamwood is 100% MWRD and they discharge to the treatment plant that MWRD owns and operates. Hanover Park has their own facility for the DuPage portion and sends everything to MWRD. Back in the 70's the Village and MWRD had an agreement. We had our own treatment plant and were building Bittersweet at the time. We turned the Devon plant into an excess flow facility because MWRD has a restriction on what you would consider normal base flow from every service that comes into the sewer. They allow 1.5 times that during excess flow (rain events). They put that restrictor at 1.5 and anything above and beyond that goes down to Devon. They will be talking to them to change the 1.5 to something larger. We believe they have capacity but as of right now, they have verbally said "no" because they have restrictions with Streamwood and are monitoring how much excess flow they have. That is part of our sewer lining program and we are trying to get rid of that excess flow. He thinks it will greatly improve the situation but we will still have the situation.

Trustee Hopkins verified that they were not going to raise sewer rates until a rate study is done – correct?

Administrator Salmons stated that they will talk about it in the fall and implement in January. She stated that if they could get the time schedule from the IEPA, this excursion facility will be three years. One year to plan, one year to design, one year to implement. They will be moving forward before that.

Trustee Hopkins stated that he would disagree with any kind of rate increases on the sewer until a rate study is done. The last time a rate study was done was what year?

Mr. Dinges stated that they did a rate increase in 2012.

Trustee Hopkins stated an actual study to determine what rates should be between the different counties. Right now, a DuPage resident pays quite a bit more on their sewer



## VILLAGE OF BARTLETT COMMITTEE MINUTES

August 16, 2016

---

bills because there is a treatment facility. He wants to make sure a DuPage resident is not over paying.

Mr. Dinges stated that if they were going to do a rate increase, they would keep the same ratio between the counties. He believed the last rate study was in the early 90's.

Trustee Hopkins asked how much has changed at the Bittersweet facility since 1993.

Mr. Dinges stated "not a lot" as far as improvements. They are needing to do some capital improvements out there but there have not been a lot of changes at that facility.

President Wallace stated that he did not want to discuss this any longer until they find out the costs for the IEPA.

Mr. Hopkins stated that he was okay as long as there is no increase until a rate study is done.

All others were in agreement with President Wallace.

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

### ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Deyne

MOTION CARRIED

The meeting adjourned at 9:02 p.m.

Lorna Gilles  
Village Clerk

LG/

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**100-GENERAL FUND REVENUES**

**410110-REAL ESTATE TRANSFER TAX**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAUL ESPOSITO	TRANSFER TAX REFUND	600.00
1 JOHN FEHLANDT	TRANSFER TAX REFUND	525.00
<b>INVOICES TOTAL:</b>		<b>1,125.00</b>

**420625-ANTENNA LICENSE FEE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JEREMY BALOGH	PLAN REVIEW FEE REFUND	45.00
<b>INVOICES TOTAL:</b>		<b>45.00</b>

**430310-TOWING/IMPOUNDING FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DONALD BALLARD	ADMINISTRATIVE TOW FEE REFUND	500.00
1 SHANTEL L HESTER	ADMINISTRATIVE TOW FEE REFUND	500.00
1 JENNIFER MARINO	ADMINISTRATIVE TOW FEE REFUND	500.00
1 NICOLE STEVENS	ADMINISTRATIVE TOW FEE REFUND	500.00
<b>INVOICES TOTAL:</b>		<b>2,000.00</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	11.50
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	356.08
<b>INVOICES TOTAL:</b>		<b>367.58</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	627.74
** 1 WEX BANK	FUEL PURCHASES	84.08
<b>INVOICES TOTAL:</b>		<b>711.82</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ENTERTAINMENT SERVICES GROUP &	DJ SERVICES/SOFTBALL GAME	150.00
1 EXAMINER PUBLICATIONS INC	ADVERTISING	600.00
1 EXAMINER PUBLICATIONS INC	ADVERTISING/VLG GARAGE SALE	160.00
1 LB MED WASTE	WASTE CONTAINER PICK UP	329.60
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	45.00
<b>INVOICES TOTAL:</b>		<b>1,284.60</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
--------	---------------------	----------------

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**	2	PETTY CASH	PETTY CASH REIMBURSEMENT	38.50
				<u>INVOICES TOTAL:</u> <b>38.50</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	27.46
1 COMCAST	VPN SERVICE	8.45
		<u>INVOICES TOTAL:</u> <b>35.91</b>

**1200-PROFESSIONAL SERVICES**

**521000-FINANCIAL CONSULTANT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOSTER & FOSTER INC	POLICE PENSION ACTUARIAL VALUATION	3,050.00
		<u>INVOICES TOTAL:</u> <b>3,050.00</b>

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	20,213.00
1 CLARK BAIRD SMITH LLP	RETAINER/LEGAL SERVICES	22,500.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	300.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	787.50
		<u>INVOICES TOTAL:</u> <b>45,650.50</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	POTABLE WATER STUDY	4,155.38
1 CHRISTOPHER B BURKE ENG LTD	POTABLE WATER STUDY	5,802.50
1 MAROUS & COMPANY	APPRAISAL SERVICES	2,800.00
		<u>INVOICES TOTAL:</u> <b>12,757.88</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	2,983.00
		<u>INVOICES TOTAL:</u> <b>2,983.00</b>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	1.19
		<u>INVOICES TOTAL:</u> <b>1.19</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	LEGAL PUBLICATIONS	134.55
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	164.45
<b>INVOICES TOTAL:</b>		<b>299.00</b>

**523500-AUDIT SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EHLERS & ASSOCIATES INC	AUDIT SERVICES - STAT TABLES	1,032.50
1 GOVERNMENT FINANCE OFFICERS	BUDGET PRESENTATION REVIEW FEE	425.00
1 GOVERNMENT FINANCE OFFICERS	APPLICATION FEE	435.00
<b>INVOICES TOTAL:</b>		<b>1,892.50</b>

**530135-RECYCLING SUPPLIES/EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REPUBLIC SERVICES #933	YARD WASTE BAGS	1,860.00
<b>INVOICES TOTAL:</b>		<b>1,860.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	CAFR COVERS	92.50
1 CREEKSIDE PRINTING	CONTRACTOR LICENSES	194.70
1 CREEKSIDE PRINTING	PARKING LABELS	135.85
1 WAREHOUSE DIRECT	LAMP/PENS	84.59
<b>INVOICES TOTAL:</b>		<b>507.64</b>

**542100-REBATES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	180.00
<b>INVOICES TOTAL:</b>		<b>180.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY CLERK	CERTIFIED COPIES	2.00
<b>INVOICES TOTAL:</b>		<b>2.00</b>

**1500-COMMUNITY DEVELOPMENT**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	799.74
<b>INVOICES TOTAL:</b>		<b>799.74</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST SPOTLIGHT	CREDIT ON ACCOUNT	-225.54

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

1	COMCAST SPOTLIGHT	ADVERTISING	300.00
**	1 TONY FRADIN	RETAIL MEETING REGISTRATION	120.00
			INVOICES TOTAL: 194.46

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	37.27
		INVOICES TOTAL: 37.27

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	DESK TRAYS/MAGNIFIER	89.76
1 WAREHOUSE DIRECT	BINDER CLIPS	3.81
		INVOICES TOTAL: 93.57

**1600-BUILDING**

**511200-TEMPORARY SALARIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDRZEJ NYCZ	28 INSPECTIONS	840.00
		INVOICES TOTAL: 840.00

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,200.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	410.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,075.00
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	35,748.17
		INVOICES TOTAL: 38,433.17

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	66.94
		INVOICES TOTAL: 66.94

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WILLIAM DETTMER	IAEI CONFERENCE REGISTRATION	375.00
		INVOICES TOTAL: 375.00

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DON FREDERICKS	ICC CERTIFICATION RENEWAL	110.00
		INVOICES TOTAL: 110.00

**1700-POLICE**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICE	43.45
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE AGREEMENT	700.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE AGREEMENT	700.00
1 VERIZON WIRELESS	WIRELESS SERVICES	397.74
<b>INVOICES TOTAL:</b>		<b>1,841.19</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATION	183.00
1 PADDOCK PUBLICATIONS INC	LEGAL PUBLICATION	165.60
<b>INVOICES TOTAL:</b>		<b>348.60</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	VEHICLE MAINTENANCE SUPPLIES	52.94
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.95
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	165.49
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	84.95
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	101.89
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	985.60
1 MR CAR WASH	JULY 2016 CAR WASHES	86.71
1 RIVER RAND AUTO INC	SPEED TRAILER WIRING REPAIR	35.00
1 ROYAL COACH LTD	VEHICLE MAINTENANCE	268.22
1 ULTRA STROBE COMMUNICATIONS INC	SQUAD SIREN REPAIRS	113.94
<b>INVOICES TOTAL:</b>		<b>2,092.99</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	PLATE/ENGRAVING FEES	178.77
1 AUTOZONE INC	VEHICLE MAINTENANCE SUPPLIES	16.78
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	195.82
1 TOPS IN DOG TRAINING	K-9 TRAINING/BOARDING FEES	247.00
1 WAREHOUSE DIRECT	TONER/RECEIPT BOOKS/FOLDERS	235.10
1 WAREHOUSE DIRECT	TONER	562.78
<b>INVOICES TOTAL:</b>		<b>1,436.25</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
--------	---------------------	----------------

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

1 STREICHER'S INC	BODY ARMOR	66.49
1 STREICHER'S INC	BODY ARMOR	66.49
1 STREICHER'S INC	BODY ARMOR	599.99
<b>INVOICES TOTAL:</b>		<b>732.97</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POPULAR SCIENCE	SUBSCRIPTION RENEWAL	14.97
1 THOMSON REUTERS-WEST	MONTHLY SUBSCRIPTION	177.58
1 THOMSON REUTERS-WEST	LAW BULLETIN SUBSCRIPTION	360.00
<b>INVOICES TOTAL:</b>		<b>552.55</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	TRAINING BATONS	329.90
1 RAY O'HERRON CO INC	SHOOTING RANGE SUPPLIES	1,833.00
1 RAY O'HERRON CO INC	SHOOTING RANGE SUPPLIES	95.10
1 RAY O'HERRON CO INC	SHOOTING RANGE SUPPLIES	1,000.00
1 STREICHER'S INC	MARKING ROUNDS	540.00
<b>INVOICES TOTAL:</b>		<b>3,798.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	6,881.31
<b>INVOICES TOTAL:</b>		<b>6,881.31</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	9.99
1 STATE GRAPHICS	BUSINESS CARDS	44.00
1 WAREHOUSE DIRECT	USB FLASH DRIVES/LABELS/PENS	174.86
1 WAREHOUSE DIRECT	INK CARTRIDGES/POP-UP NOTES	436.80
1 WAREHOUSE DIRECT	BINDERS	135.02
1 WAREHOUSE DIRECT	SORTER	30.35
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEMS	-63.84
1 WAREHOUSE DIRECT	BINDERS	16.19
1 WAREHOUSE DIRECT	BINDER	10.59
1 WAREHOUSE DIRECT	BINDER	10.59
1 WAREHOUSE DIRECT	TONER/RECEIPT BOOKS/FOLDERS	139.72
1 WAREHOUSE DIRECT	CREDIT - DAMAGED ITEM	-16.19
1 WAREHOUSE DIRECT	STYROFOAM CUPS/INK CARTRIDGE	49.99
1 WAREHOUSE DIRECT	CATALOG CASE/ENVELOPES	523.02
<b>INVOICES TOTAL:</b>		<b>1,501.09</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURKE SOUND & SECURITY CORP	CAMERA REPAIRS	248.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**INVOICES TOTAL: 248.00**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS EMERGENCY NURSES ASSOC	SAFETY SEAT CLASS REGISTRATION	40.00
1 MICHAEL MCGUIGAN	TUITION REIMBURSEMENT	1,122.76
1 WILLIAM NAYDENOFF	TUITION REIMBURSEMENT	1,122.76
1 KYLE RYBASKI	TUITION REIMBURSEMENT	1,480.89
1 TOPS IN DOG TRAINING	K-9 MAINTENANCE TRAINING	250.00
1 TOPS IN DOG TRAINING	K-9 TRAINING/BOARDING FEES	250.00
<b>INVOICES TOTAL:</b>		<b>4,266.41</b>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	VACCINATION	75.00
<b>INVOICES TOTAL:</b>		<b>75.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NATIONAL ASSOC OF SCHOOL	MEMBERSHIP RENEWAL/G WALSH	40.00
<b>INVOICES TOTAL:</b>		<b>40.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHARLES EQUIPMENT ENERGY SYSTEMS	GENERATOR RENTAL/NNO	2,762.00
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	55.92
<b>INVOICES TOTAL:</b>		<b>2,817.92</b>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	74.70
1 VILLAGE SUDS STATION INC	DETENTION BLANKET CLEANING	19.25
<b>INVOICES TOTAL:</b>		<b>93.95</b>

**545100-EMERGENCY MANAGEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.11
<b>INVOICES TOTAL:</b>		<b>2.11</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INDUSTRIAL ORGANIZATIONAL SOLUTIC	JOB APPLICATION/EXAM SERVICES	4,580.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	216.00
<b>INVOICES TOTAL:</b>		<b>4,796.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BEST BUY CO INC	LAPTOP FOR INVESTIGATIONS	1,499.99
1 DIGITAL HIGHWAY INC	TRUNK MODEMS/POLICE VEHICLES	12,599.15
1 HILLTOP GUNSHOP LLC	RIFLE PARTS/EQUIPMENT	1,900.00
	<b>INVOICES TOTAL:</b>	<b>15,999.14</b>

**1800-STREET MAINTENANCE**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	95.92
1 UNIFIRST CORP	UNIFORM RENTAL	95.92
1 UNIFIRST CORP	UNIFORM RENTAL	95.92
	<b>INVOICES TOTAL:</b>	<b>287.76</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.11
1 TELVENT DTN LLC	WEATHER INFORMATION SERVICE	387.00
	<b>INVOICES TOTAL:</b>	<b>389.11</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	20.52
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	184.46
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	92.63
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	16.46
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,073.36
1 CONSTELLATION ENERGY	ELECTRIC BILL	418.24
1 MIDAMERICAN ENERGY SERVICES LLC	ELECTRIC BILL	5,570.08
1 NICOR GAS	GAS BILL	86.70
1 NICOR GAS	GAS BILL	81.16
	<b>INVOICES TOTAL:</b>	<b>8,543.61</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	3,119.97
	<b>INVOICES TOTAL:</b>	<b>4,120.97</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DOMINIC SARACENO	IRRIGATION SYSTEM REPAIRS	50.00
1 SEBERT LANDSCAPING CO	WALKING PATH CLEAN-UP	1,445.00
	<b>INVOICES TOTAL:</b>	<b>1,495.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M	MATERIALS & SUPPLIES	7.92
1 3M	MATERIALS & SUPPLIES	1,957.50
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	152.88
1 AIRGAS NORTH CENTRAL	MATERIALS & SUPPLIES	298.96
1 CINTAS CORPORATION	FIRST AID SUPPLIES	62.52
1 FASTENAL CO	MATERIALS & SUPPLIES	43.14
1 GRAINGER	CLEANING MATERIALS	88.76
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	140.27
1 TRAFFIC CONTROL & PROTECTION INC	MATERIALS & SUPPLIES	115.20
<b>INVOICES TOTAL:</b>		<b>2,867.15</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSERV FS INC	RAKES	243.10
<b>INVOICES TOTAL:</b>		<b>243.10</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	4,144.02
1 WEX BANK	FUEL PURCHASE	15.68
<b>INVOICES TOTAL:</b>		<b>4,159.70</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 H R DIRECT	ATTENDANCE CALENDAR	19.24
1 WAREHOUSE DIRECT	COFFEE/FILTERS/CUPS	194.20
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-18.33
1 WAREHOUSE DIRECT	STAPLER/COFFEE FILTERS	14.32
<b>INVOICES TOTAL:</b>		<b>209.43</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	1,126.15
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	47.74
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	278.82
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	78.18
1 CAROL STREAM LAWN & POWER	CREDIT - RETURNED ITEMS	-46.72
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	155.99
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	90.32
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	767.96
<b>INVOICES TOTAL:</b>		<b>2,498.44</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
--------	---------------------	----------------

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	156.31
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	223.66
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	180.81
1 TRAFFIC CONTROL & PROTECTION INC	MAINTENANCE SUPPLIES	1,138.75
1 TRAFFIC CONTROL & PROTECTION INC	MAINTENANCE SUPPLIES	564.00
<u>INVOICES TOTAL:</u>		<u>2,263.53</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAFARGE NORTH AMERICA	GRAVEL PURCHASE	559.75
1 MIDWEST GROUNDCOVERS	PLANT PURCHASES	377.76
1 MIDWEST TRADING SUPPLIES INC	LANDSCAPE FABRIC STAPLES	34.50
1 MIDWEST TRADING SUPPLIES INC	LANDSCAPING MATERIALS	269.44
<u>INVOICES TOTAL:</u>		<u>1,241.45</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	13.63
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	51.59
<u>INVOICES TOTAL:</u>		<u>65.22</u>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRESCENT ELECTRIC SUPPLY CO	ELECTRICAL SUPPLIES	196.92
<u>INVOICES TOTAL:</u>		<u>196.92</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BAXTER & WOODMAN INC	APWA MEETING FEES	25.00
<u>INVOICES TOTAL:</u>		<u>25.00</u>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	GRAVEL PURCHASE	845.12
1 WELCH BROS INC	MAINTENANCE SUPPLIES	152.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	282.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	975.62
1 WELCH BROS INC	MAINTENANCE SUPPLIES	120.00
1 WELCH BROS INC	CREDIT - RETURNED ITEMS	-169.13
1 WELCH BROS INC	MAINTENANCE SUPPLIES	191.50
1 WELCH BROS INC	MAINTENANCE SUPPLIES	450.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	162.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	272.00
<u>INVOICES TOTAL:</u>		<u>3,281.11</u>

**2200-MFT EXPENDITURES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTRUCTION & GEOTECHNICAL	2016 RESURFACING PROJECT	4,752.00
<b>INVOICES TOTAL:</b>		<b>4,752.00</b>

**583082-STEARNES RD COUNTY CRK CULVRT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HR GREEN INC	STEARNES ROAD EXTENSION	1,598.47
<b>INVOICES TOTAL:</b>		<b>1,598.47</b>

**4200-MUNICIPAL BLDG PROJECTS EXP**

**585016-POLICE BUILDING RENOVATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	CONSULTING SERVICES	3,153.11
1 WILLIAMS ARCHITECTS	POLICE STATION STUDY	53,685.31
<b>INVOICES TOTAL:</b>		<b>56,838.42</b>

**4300-DEVELOPER DEPOSITS EXPENDITURE**

**585000-LOC DRAW PROJECTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MACKIE CONSULTANTS LLC	HERONS LANDING DETENTION POND	574.48
<b>INVOICES TOTAL:</b>		<b>574.48</b>

**430000-DEVELOPER DEPOSITS FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDY KOSINSKI	VBR BOND REFUND	250.00
1 ANETA KRYCZKA	VBR BOND REFUND	250.00
1 RAJENDRA PATEL	VBR BOND REFUND	100.00
<b>INVOICES TOTAL:</b>		<b>600.00</b>

**270398-BARTLETT POINTE WEST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT POINTE WEST	89.50
<b>INVOICES TOTAL:</b>		<b>89.50</b>

**5000-WATER OPERATING EXPENSES**

**520025-ELGIN WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITY OF ELGIN	ELGIN WATER BILL	383,647.48
<b>INVOICES TOTAL:</b>		<b>383,647.48</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	36.51
1 UNIFIRST CORP	UNIFORM RENTAL	36.51
1 UNIFIRST CORP	UNIFORM RENTAL	36.51
<b>INVOICES TOTAL:</b>		<b>109.53</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST 2016 BILLING	422.14
<b>INVOICES TOTAL:</b>		<b>422.14</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.83
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	34.18
1 CONSTELLATION ENERGY	ELECTRIC BILL	10,175.03
1 CONSTELLATION ENERGY	ELECTRIC BILL	458.48
1 CONSTELLATION ENERGY	ELECTRIC BILL	617.01
1 CONSTELLATION ENERGY	ELECTRIC BILL	4,247.35
1 CONSTELLATION ENERGY	ELECTRIC BILL	977.33
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,524.87
1 NICOR GAS	GAS BILL	31.02
1 NICOR GAS	GAS BILL	23.93
1 NICOR GAS	GAS BILL	29.92
<b>INVOICES TOTAL:</b>		<b>18,142.95</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 OIL MASTERS	VEHICLE MAINTENANCE	39.55
<b>INVOICES TOTAL:</b>		<b>39.55</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STARK & SON TRENCHING INC	MAINTENANCE MATERIALS	740.40
<b>INVOICES TOTAL:</b>		<b>740.40</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	KEYS	7.00
1 ACTION LOCK & KEY INC	PADLOCKS	108.00
1 BLUFF CITY MATERIALS INC	GRAVEL PURCHASE	198.24
1 CINTAS CORPORATION	FIRST AID SUPPLIES	62.53
1 GRAINGER	LIGHTING SUPPLIES	49.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	124.85
<b>INVOICES TOTAL:</b>		<b>549.62</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 USA BLUE BOOK	CHEMICAL SUPPLIES	170.36
<b>INVOICES TOTAL:</b>		<b>170.36</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,000.83
<b>INVOICES TOTAL:</b>		<b>1,000.83</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 H R DIRECT	ATTENDANCE CALENDAR	19.25
1 WAREHOUSE DIRECT	COFFEE/FILTERS/CUPS	194.20
1 WAREHOUSE DIRECT	STAPLER/COFFEE FILTERS	14.33
<b>INVOICES TOTAL:</b>		<b>227.78</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	AUGUST BILLS POSTAGE	1,629.55
<b>INVOICES TOTAL:</b>		<b>1,629.55</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	47.74
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	78.71
<b>INVOICES TOTAL:</b>		<b>126.45</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAFARGE NORTH AMERICA	GRAVEL PURCHASE	559.75
1 MIDWEST GROUNDCOVERS	PLANT PURCHASES	377.77
1 MIDWEST TRADING SUPPLIES INC	GRASS SEED/SUPPLIES	150.72
<b>INVOICES TOTAL:</b>		<b>1,088.24</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	51.59
<b>INVOICES TOTAL:</b>		<b>51.59</b>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	1,051.50
<b>INVOICES TOTAL:</b>		<b>1,051.50</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BAXTER & WOODMAN INC.	APWA MEETING FEES	25.00
<b>INVOICES TOTAL:</b>		<b>25.00</b>

**500000-WATER FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN BATTERMANN	REFUND/WATER BILL OVERPAYMENT	110.30
1 JOSEPH KAVALIR	REFUND/WATER BILL OVERPAYMENT	27.04
1 ROCCO MONTELEONE	REFUND/WATER BILL OVERPAYMENT	84.20
1 SHS PROPERTIES LLC	REFUND/WATER BILL OVERPAYMENT	31.60
<b>INVOICES TOTAL:</b>		<b>253.14</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581025-STEARN'S RD IRON FILTER REPLCT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL SERVICE CONTRACTING CORP	EQUIPMENT MATERIALS	350.00
1 REPUBLIC SERVICES #933	WASTE DISPOSAL SERVICES	4,937.50
<b>INVOICES TOTAL:</b>		<b>5,287.50</b>

**581029-WATERMAIN REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTRUCTION & GEOTECHNICAL	2016 WATER MAIN PROJECT	1,005.00
<b>INVOICES TOTAL:</b>		<b>1,005.00</b>

**581035-WATER SYSTEM MODELING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	LAKE ST PUMP STATION UPGRADE	1,146.00
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM MODELING/PLAN	1,868.00
1 CHRISTOPHER B BURKE ENG LTD	LAKE ST PUMP STATION UPGRADE	658.00
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM MODELING/PLAN	7,068.00
<b>INVOICES TOTAL:</b>		<b>10,740.00</b>

**5100-SEWER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
<b>INVOICES TOTAL:</b>		<b>198.66</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST 2016 BILLING	422.14
<b>INVOICES TOTAL:</b>		<b>422.14</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	2,229.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	296.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	64.00
<b>INVOICES TOTAL:</b>		<b>2,589.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	126.48
1 CONSTELLATION ENERGY	ELECTRIC BILL	88.44
1 CONSTELLATION ENERGY	ELECTRIC BILL	214.27
1 CONSTELLATION ENERGY	ELECTRIC BILL	56.45
1 CONSTELLATION ENERGY	ELECTRIC BILL	92.77
1 CONSTELLATION ENERGY	ELECTRIC BILL	52.09
1 CONSTELLATION ENERGY	ELECTRIC BILL	109.91
1 CONSTELLATION ENERGY	ELECTRIC BILL	95.78
1 CONSTELLATION ENERGY	ELECTRIC BILL	71.69
1 CONSTELLATION ENERGY	ELECTRIC BILL	206.69
1 CONSTELLATION ENERGY	ELECTRIC BILL	82.32
1 CONSTELLATION ENERGY	ELECTRIC BILL	141.49
1 CONSTELLATION ENERGY	ELECTRIC BILL	267.63
1 CONSTELLATION ENERGY	ELECTRIC BILL	158.74
1 CONSTELLATION ENERGY	ELECTRIC BILL	407.80
1 CONSTELLATION ENERGY	ELECTRIC BILL	181.93
1 CONSTELLATION ENERGY	ELECTRIC BILL	395.82
1 CONSTELLATION ENERGY	ELECTRIC BILL	84.50
1 NICOR GAS	GAS BILL	85.72
1 NICOR GAS	GAS BILL	44.62
1 NICOR GAS	GAS BILL	25.47
1 NICOR GAS	GAS BILL	23.92
1 NICOR GAS	GAS BILL	81.29
1 NICOR GAS	GAS BILL	80.62
1 NICOR GAS	GAS BILL	86.65
1 NICOR GAS	GAS BILL	24.44
1 NICOR GAS	GAS BILL	29.37
1 NICOR GAS	GAS BILL	26.32
1 NICOR GAS	GAS BILL	23.95
1 NICOR GAS	GAS BILL	23.97
1 NICOR GAS	GAS BILL	24.52
1 NICOR GAS	GAS BILL	83.44
<b>INVOICES TOTAL:</b>		<b>3,499.10</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	3,400.25
	<b>INVOICES TOTAL:</b>	<b>3,400.25</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	2,306.63
	<b>INVOICES TOTAL:</b>	<b>2,306.63</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	OVERHEAD SEWER INSTALLATION	9,750.00
1 BEN NELSON	REIMBURSEMENT/SEWER CLEANOUT	300.00
	<b>INVOICES TOTAL:</b>	<b>10,050.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	152.89
1 CALCO LTD	DEMINERALIZER	133.00
1 CINTAS CORPORATION	FIRST AID SUPPLIES	62.53
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	185.56
1 PETROLIANCE LLC	MATERIALS & SUPPLIES	128.78
	<b>INVOICES TOTAL:</b>	<b>662.76</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	3,760.25
1 HAWKINS INC	CHEMICAL SUPPLIES	2,863.83
1 HAWKINS INC	CHEMICAL SUPPLIES	2,475.53
	<b>INVOICES TOTAL:</b>	<b>9,099.61</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	BOOTS/FACESHIELD	106.35
	<b>INVOICES TOTAL:</b>	<b>106.35</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,852.59
	<b>INVOICES TOTAL:</b>	<b>1,852.59</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 H R DIRECT	ATTENDANCE CALENDAR	19.25

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

INVOICES TOTAL: 19.25

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	AUGUST BILLS POSTAGE	1,629.55
1 THE UPS STORE	SHIPPING CHARGES	32.93
<u>INVOICES TOTAL:</u>		<u>1,662.48</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	923.82
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	47.74
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	90.77
1 HYDROTEX	EQUIPMENT MAINTENANCE SUPPLIES	572.56
<u>INVOICES TOTAL:</u>		<u>1,634.89</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAFARGE NORTH AMERICA	GRAVEL PURCHASE	559.75
1 MIDWEST GROUNDCOVERS	PLANT PURCHASES	377.77
<u>INVOICES TOTAL:</u>		<u>937.52</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	DOOR/FRAME REPLACEMENT	2,177.38
1 ACTION LOCK & KEY INC	DOOR/FRAME REPLACEMENT	1,684.88
1 ACTION LOCK & KEY INC	DOOR/FRAME REPLACEMENT	2,116.13
1 COUNTRYSIDE ROOFING SIDING	ROOF REPAIRS	1,600.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	51.60
<u>INVOICES TOTAL:</u>		<u>7,629.99</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BAXTER & WOODMAN INC	APWA MEETING FEES	25.00
<u>INVOICES TOTAL:</u>		<u>25.00</u>

**5190-SEWER CAPITAL PROJECTS EXP**

**582023-PHOSPHORUS REMOVAL SYSTEM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RJN GROUP INC	PROJECT PLAN DEVELOPMENT	2,263.30
1 RJN GROUP INC	PROJECT PLAN DEVELOPMENT	3,601.34
1 STRAND ASSOCIATES INC	PHOSPHORUS REMOVAL REPORT	6,293.92
<u>INVOICES TOTAL:</u>		<u>12,158.56</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**582026-COUNTRY CREEK LIFT STATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRAWFORD MURPHY & TILLY	LIFT STATION PROJECT	1,102.50
<b>INVOICES TOTAL:</b>		<b>1,102.50</b>

**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
<b>INVOICES TOTAL:</b>		<b>36.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	124.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	61.16
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	128.63
1 CONSTELLATION ENERGY	ELECTRIC BILL	661.24
1 CONSTELLATION ENERGY	ELECTRIC BILL	77.18
1 NICOR GAS	GAS BILL	28.26
1 NICOR GAS	GAS BILL	23.82
<b>INVOICES TOTAL:</b>		<b>1,104.69</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES I	PAY STATION REPAIRS	786.50
<b>INVOICES TOTAL:</b>		<b>786.50</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	86.26
1 CRYSTAL MGMT & MAINT SERVICES CO	CLEANING SERVICES - AUG 2016	570.00
1 ERNEST WINDOWS INC	WINDOW CLEANING SERVICES	350.00
1 OTIS ELEVATOR CO	ELEVATOR MAINTENANCE	1,105.57
1 ROSCOE CO	MATS	104.20
1 TEMPERATURE ENGINEERING INC	MONTHLY MAINTENANCE AGREEMENT	550.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	262.65
<b>INVOICES TOTAL:</b>		<b>3,028.68</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NOVOPRINT USA INC	ADVERTISING	297.50

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

INVOICES TOTAL: 297.50

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	120.00
1 CINTAS FIRE PROTECTION	SPRINKLER REPAIRS	2,532.00
1 GLASS MEDIC	GLASS REPLACEMENT	205.00
1 TEMPERATURE ENGINEERING INC	EXHAUST HOOD REPAIRS	1,926.10
1 TYCO INTEGRATED SECURITY LLC	ALARM BATTERY REPLACEMENTS	100.00
1 WEBMARC DOORS INC	COMMERCIAL DOOR REPAIRS	258.00
		<u>INVOICES TOTAL: 5,141.10</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	41.87
1 NICOR GAS	GAS BILL	274.66
		<u>INVOICES TOTAL: 316.53</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	150.72
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	50.96
1 ST ANDREWS PRODUCTS CO	MATERIALS & SUPPLIES	165.47
1 SUPPLYWORKS	BATH TISSUE/TRASH BAGS	218.91
		<u>INVOICES TOTAL: 586.06</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	593.18
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	757.49
		<u>INVOICES TOTAL: 1,350.67</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-260.30
1 WAREHOUSE DIRECT	TIME CARDS/BATTERIES	15.26
		<u>INVOICES TOTAL: -245.04</u>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	748.93
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	19.75
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	92.03
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	201.08
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	17.58
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	250.00
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	63.36

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

1 NADLER GOLF CAR SALES INC	MISC. CHARGES	19.61
<b>INVOICES TOTAL:</b>		<b>1,412.34</b>

**534331-PURCHASES - GOLF SHOES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF SHOES/GLOVES	2,157.00
<b>INVOICES TOTAL:</b>		<b>2,157.00</b>

**534334-PURCHASES - GOLF GLOVES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF GLOVES/MISC MERCHANDISE	144.00
1 ACUSHNET COMPANY	GOLF SHOES/GLOVES	2,079.25
<b>INVOICES TOTAL:</b>		<b>2,223.25</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF GLOVES/MISC MERCHANDISE	61.89
1 ACUSHNET COMPANY	MISC. GOLF MERCHANDISE	337.48
1 ACUSHNET COMPANY	MISC. GOLF MERCHANDISE	153.89
1 ACUSHNET COMPANY	MISC. GOLF MERCHANDISE	349.00
<b>INVOICES TOTAL:</b>		<b>902.26</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHT BULBS	81.95
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHT BULBS	141.55
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	162.70
1 WEST SIDE ELECTRIC SUPPLY INC	FLUORESCENT LIGHTS/BULBS	156.05
<b>INVOICES TOTAL:</b>		<b>542.25</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOX VALLEY GUTTER CAP	GUTTER REPLACEMENT	475.00
<b>INVOICES TOTAL:</b>		<b>475.00</b>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	13.96
1 NICOR GAS	GAS BILL	28.93
1 NICOR GAS	GAS BILL	91.54
<b>INVOICES TOTAL:</b>		<b>134.43</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VALLEY HYDRAULIC SERVICE INC	VEHICLE MAINTENANCE SUPPLIES	252.67

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**INVOICES TOTAL: 252.67**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	24.25
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	79.90
1 PENDELTON TURF SUPPLY	FUNGICIDE/HERBICIDE	770.00
1 PROGRO SOLUTIONS	MATERIALS & SUPPLIES	658.00
<b>INVOICES TOTAL:</b>		<b>1,532.15</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	394.85
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	593.17
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	757.48
<b>INVOICES TOTAL:</b>		<b>1,745.50</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	341.33
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	196.19
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	24.60
<b>INVOICES TOTAL:</b>		<b>562.12</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FAULKES BROS CONSTRUCTION INC	BUNKER SAND	720.17
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	658.83
<b>INVOICES TOTAL:</b>		<b>1,379.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST ASSOC OF GOLF COURSE	MONTHLY MEETING REGISTRATION	100.00
<b>INVOICES TOTAL:</b>		<b>100.00</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - AUG 2016	75.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	68.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	181.87
1 TEMPERATURE ENGINEERING INC	MONTHLY MAINTENANCE AGREEMENT	75.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**INVOICES TOTAL: 479.87**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NOVOPRINT USA INC	ADVERTISING	50.00
<b>INVOICES TOTAL:</b>		<b>50.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.98
1 NICOR GAS	GAS BILL	45.77
<b>INVOICES TOTAL:</b>		<b>52.75</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EUCLID BEVERAGE LTD	GLASSWARE	18.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	36.54
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	19.55
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	24.70
1 GRECO AND SONS INC	DISH SOAP/CLEANING SUPPLIES	237.82
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	30.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	12.62
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	6.47
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	30.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	24.72
<b>INVOICES TOTAL:</b>		<b>440.42</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	95.25
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	64.38
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	217.89
1 ELGIN BEVERAGE CO	BEER PURCHASE	21.91
1 ELGIN BEVERAGE CO	BEER PURCHASE	214.21
1 ELGIN BEVERAGE CO	BEER PURCHASE	33.60
1 EUCLID BEVERAGE LTD	BEER PURCHASE	154.00
1 EUCLID BEVERAGE LTD	BEER PURCHASE	432.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	267.62
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	222.83
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	404.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	508.73
1 GRECO AND SONS INC	FOOD PURCHASE	73.60
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	101.40
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	470.90
1 GRECO AND SONS INC	FOOD PURCHASE	10.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	171.30
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	259.85
1 LAKESHORE BEVERAGE	BEER PURCHASE	86.01

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

1 LAKESHORE BEVERAGE	BEER PURCHASE	63.60
1 LAKESHORE BEVERAGE	BEER PURCHASE	47.81
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	83.83
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	100.89
1 SCHAMBERGER BROS INC	BEER PURCHASE	108.02
1 SCHAMBERGER BROS INC	BEER PURCHASE	337.38
1 SCHAMBERGER BROS INC	BEER PURCHASE	337.38
1 TURANO BAKING CO	FOOD PURCHASE	24.52
1 TURANO BAKING CO	FOOD PURCHASE	47.40
1 TURANO BAKING CO	FOOD PURCHASE	49.56
1 TURANO BAKING CO	FOOD PURCHASE	39.09
1 TURANO BAKING CO	FOOD PURCHASE	36.33
<b>INVOICES TOTAL:</b>		<b>5,085.51</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	54.60
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - AUG 2016	75.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	68.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	181.88
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	25.00
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	127.57
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	186.26
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	133.45
1 MICKEY'S LINEN	LINEN SERVICES	84.82
1 TEMPERATURE ENGINEERING INC	MONTHLY MAINTENANCE AGREEMENT	75.00
<b>INVOICES TOTAL:</b>		<b>1,083.08</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BARTLETT VETERANS MEMORIAL	ADVERTISING/BLACK TIE BOOKLET	60.00
1 NOVOPRINT USA INC	ADVERTISING	247.50
1 WEDDINGWIRE INC	ADVERTISING	3,340.00
<b>INVOICES TOTAL:</b>		<b>3,647.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.98
1 NICOR GAS	GAS BILL	45.77
<b>INVOICES TOTAL:</b>		<b>52.75</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A POSH PRODUCTION	EQUIPMENT RENTAL	200.00
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	129.14
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	36.54
1 GORDON FOOD SERVICE INC	PLASTIC CUPS	114.99
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	19.55
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	24.71
1 GRECO AND SONS INC	DISH SOAP/CLEANING SUPPLIES	237.82
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	91.01
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	6.48
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	94.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	24.72
1 MLA WHOLESALE INC	FLOWERS	53.00
1 MLA WHOLESALE INC	FLOWERS	136.00
1 SIGN-A-RAMA	VINYL LETTERING/DECALS	90.00
1 SIGN-A-RAMA	VINYL LETTERING/DECALS	45.00
<b>INVOICES TOTAL:</b>		<b>1,303.46</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TIME CARDS/BATTERIES	23.17
<b>INVOICES TOTAL:</b>		<b>23.17</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	95.25
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	624.50
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	653.68
1 ELGIN BEVERAGE CO	BEER PURCHASE	65.72
1 ELGIN BEVERAGE CO	BEER PURCHASE	214.22
1 ELGIN BEVERAGE CO	BEER PURCHASE	100.80
1 EUCLID BEVERAGE LTD	BEER PURCHASE	29.95
1 EUCLID BEVERAGE LTD	BEER PURCHASE	60.31
1 EUCLID BEVERAGE LTD	BEER PURCHASE	498.78
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	581.85
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	839.03
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	912.48
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	787.64
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	763.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	944.78
1 GRECO AND SONS INC	FOOD PURCHASE	37.95
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	747.63
1 GRECO AND SONS INC	FOOD PURCHASE	42.90
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	513.89
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	259.85
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	393.75
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	58.50

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	310.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	86.01
1 LAKESHORE BEVERAGE	BEER PURCHASE	47.81
1 NEW ALBERTSONS INC	FOOD PURCHASES	462.96
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	43.44
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	113.44
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	83.84
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	100.90
1 SCHAMBERGER BROS INC	BEER PURCHASE	324.08
1 TURANO BAKING CO	FOOD PURCHASE	196.20
1 TURANO BAKING CO	FOOD PURCHASE	60.14
1 TURANO BAKING CO	FOOD PURCHASE	176.74
1 TURANO BAKING CO	FOOD PURCHASE	49.57
1 TURANO BAKING CO	FOOD PURCHASE	78.19
1 TURANO BAKING CO	FOOD PURCHASE	60.72
1 TURANO BAKING CO	FOOD PURCHASE	200.58
1 TURANO BAKING CO	FOOD PURCHASE	111.22
<b>INVOICES TOTAL:</b>		<b>11,732.80</b>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	36.54
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	19.56
<b>INVOICES TOTAL:</b>		<b>56.10</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	64.37
1 CIGAR WERKS INC	CIGAR PURCHASE	265.35
1 ELGIN BEVERAGE CO	BEER PURCHASE	79.35
1 ELGIN BEVERAGE CO	BEER PURCHASE	94.95
1 ELGIN BEVERAGE CO	BEER PURCHASE	88.16
1 EUCLID BEVERAGE LTD	BEER PURCHASE	151.15
1 EUCLID BEVERAGE LTD	BEER PURCHASE	709.37
1 EUCLID BEVERAGE LTD	BEER PURCHASE	223.86
1 EUCLID BEVERAGE LTD	BEER PURCHASE	311.85
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	566.63
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	734.42
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	356.17
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	170.70
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	396.65
1 GRECO AND SONS INC	FOOD PURCHASE	234.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	93.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	155.70
1 LAKESHORE BEVERAGE	BEER PURCHASE	35.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	148.58
1 LAKESHORE BEVERAGE	BEER PURCHASE	53.25

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	94.23
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	193.75
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	125.64
1 SCHAMBERGER BROS INC	BEER PURCHASE	382.16
1 SCHAMBERGER BROS INC	BEER PURCHASE	217.28
1 SCNS SPORTS FOODS	FOOD PURCHASE	80.40
1 TURANO BAKING CO	FOOD PURCHASE	24.52
1 TURANO BAKING CO	FOOD PURCHASE	49.57
1 TURANO BAKING CO	FOOD PURCHASE	39.10
1 TURANO BAKING CO	FOOD PURCHASE	36.34
<b>INVOICES TOTAL:</b>		<b>6,177.30</b>

**6000-CENTRAL SERVICES EXPENSES**

**516500-UNEMPLOYMENT BENEFITS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 IL DEPT OF EMPLOYMENT SECURITY	UNEMPLOYMENT BENEFITS	7,208.00
<b>INVOICES TOTAL:</b>		<b>7,208.00</b>

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	28.83
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	222.00
<b>INVOICES TOTAL:</b>		<b>250.83</b>

**522700-COMPUTER SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	VPN SERVICE	204.85
1 COMCAST	VPN SERVICE	224.90
1 COMCAST	VPN SERVICE	84.90
<b>INVOICES TOTAL:</b>		<b>514.65</b>

**522720-PRINTING SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CREEKSIDE PRINTING	BARTLETTER	3,356.00
<b>INVOICES TOTAL:</b>		<b>3,356.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	193.00
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	175.00
1 ASSOCIATED ELECTRICAL CONTRACTOR	ELECTRICAL REPAIRS	250.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	2,385.00
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	198.50
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	64.40

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - AUG 2016	2,705.00
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
1 VALLEY FIRE PROTECTION	FIRE ALARM SYSTEM INSPECTION	260.00
		<u>INVOICES TOTAL:</u>
		<b>6,485.10</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	TELEPHONE BILL	139.90
1 BURKE SOUND & SECURITY CORP	CAMERA REPLACEMENT/REPAIRS	468.00
1 CALL ONE	TELEPHONE BILL	1,377.45
1 FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	349.00
1 PAETEC	TELEPHONE BILL	510.17
1 VERIZON WIRELESS	WIRELESS SERVICES	1,565.71
		<u>INVOICES TOTAL:</u>
		<b>4,410.23</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	143.19
1 CONSTELLATION ENERGY	ELECTRIC BILL	44.09
1 NICOR GAS	GAS BILL	126.83
		<u>INVOICES TOTAL:</u>
		<b>314.11</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCUTECH SERVICES	PRINTER MAINTENANCE	30.00
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	144.10
1 CDW GOVERNMENT INC	UNINTERRUPTIBLE POWER SUPPLIES	894.70
** 1 THE DOGFATHER	RETIREMENT LUNCHEON	729.00
1 WAREHOUSE DIRECT	TONER	133.12
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS	869.22
		<u>INVOICES TOTAL:</u>
		<b>2,800.14</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	95.00
		<u>INVOICES TOTAL:</u>
		<b>95.00</b>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	100.00
		<u>INVOICES TOTAL:</u>
		<b>100.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
--------	---------------------	----------------

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/6/2016**

1 SHI	PRINTER ACCESSORIES	466.00
	<u>INVOICES TOTAL:</u>	<u>466.00</u>

**570100-MACHINERY & EQUIPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CANON SOLUTIONS AMERICA INC	REPLACEMENT COPIER/MAIN OFFICE	5,849.00
1 L-3 COMMUNICATIONS	P.D. VIDEO SERVER AND DVD ROBOT	2,460.00
	<u>INVOICES TOTAL:</u>	<u>8,309.00</u>

**7000-POLICE PENSION EXPENDITURES**

**529000-OTHER CONTRACTUAL SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FOSTER & FOSTER INC	POLICE PENSION ACTUARIAL VALUATION	3,050.00
	<u>INVOICES TOTAL:</u>	<u>3,050.00</u>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 IPPFA	POLICE PENSION TRAINING - SMITH	800.00
** 1 IPPFA	POLICE PENSION TRAINING - HECKER	800.00
	<u>INVOICES TOTAL:</u>	<u>1,600.00</u>

**GRAND TOTAL: 840,236.44**

GENERAL FUND	195,153.25
MOTOR FUEL TAX FUND	6,350.47
MUNICIPAL BUILDING FUND	56,838.42
DEVELOPER DEPOSITS FUND	1,263.98
WATER FUND	426,308.61
SEWER FUND	59,357.28
PARKING FUND	1,927.19
GOLF FUND	54,078.18
CENTRAL SERVICES FUND	34,309.06
POLICE PENSION FUND	4,650.00
<b>GRAND TOTAL</b>	<b>840,236.44</b>

\*\* Indicates pre-issue check.

# Memorandum

**To:** Village President and Board of Trustees  
**From:** Scott Skrycki, Assistant to the Administrator  
**Date:** August 30, 2016  
**Re:** 125<sup>th</sup> Anniversary Logo Contest

---

Earlier this year, the Village announced a 125<sup>th</sup> anniversary logo contest to help commemorate Bartlett's milestone birthday. Marisha Telemaque, an 11-year resident, submitted the winning entry. She said she entered the contest to show her children how easily you can get involved in your community.

Telemaque's logo has been printed on t-shirts available for purchase through Arts in Bartlett and worn by volunteers at community events to celebrate the Village's anniversary. Proceeds from the t-shirt sales are being shared with Arts in Bartlett, which helped to judge the logo design competition.





**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-159**

DATE: August 22, 2016  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, CD Director  
RE: **(#16-08) Mauro – 1512 Meridian Court**

---

**PETITIONER**

Giacomo (Jack) & Antonietta Mauro

**SUBJECT SITE**

1512 Meridian Court

**REQUEST**

Variation – Rear Yard

**Staff is requesting that the Petitioner's request be forwarded directly to the Village Board for a final vote in order to facilitate the construction of the proposed addition.**

**DISCUSSION**

1. The subject property is zoned SR-3 PUD (Suburban Residence).
2. The petitioner is requesting a 10' variation from the required 40' rear yard to construct a one story addition on the rear of the house. The addition will expand their kitchen and include a large family room (refer to attached Architectural Plans).
3. The proposed addition would be built inside of the existing patio. The patio will be demolished and a basement dug below the proposed addition.
4. The property has an irregular shape and touches 6 property lines due to it being located on a court.
5. The impervious surface ratio of this lot will not change as a result of the proposed addition. The impervious surface ratio for the house and other paved improvements is 32%, which complies with the 40% maximum impervious surface for a lot of this size.
6. If the variation is approved, the petitioners may apply for a building permit for the proposed addition.

## RECOMMENDATION

1. The Zoning Board of Appeals reviewed the variation request and conducted the public hearing at their August 4, 2016 meeting. The Zoning Board of Appeals recommended **approval** of the variation based on the following findings of fact:
  - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
  - B. That conditions upon which the petition for a variation is based are unique to the property for which the variations are sought and are not applicable, generally, to other property within the same zoning classifications.
  - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
  - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
  - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
  - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
  - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
2. Minutes from the Zoning Board of Appeals public hearing and background information are attached for your review and consideration.
3. The Ordinance is attached for your review.

alz/attachments

**ORDINANCE 2016-**

**AN ORDINANCE GRANTING  
A REAR YARD VARIATION FOR 1512 MERIDIAN COURT**

**WHEREAS**, a public hearing has heretofore been held by the Bartlett Zoning Board of Appeals (the "Zoning Board") on August 4, 2016 pursuant to public notice as required by law, with respect to the petition (Case #16-08) of Giacomo (Jack) & Antonietta Mauro, (the "Owners") for a ten (10) foot variation from the required forty (40) foot rear yard setback to allow for the construction of a one-story room addition (the "Variation") in the SR-3 PUD Suburban Residence Zoning District; and

**WHEREAS**, the Zoning Board of Appeals recommended approval of the variation to the corporate authorities; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to grant the zoning relief requested,

**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 hereby make the following findings of fact:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- B. That conditions upon which the petition for a variation is based are unique to the property for which the variations are sought and are not applicable, generally, to other property within the same zoning classifications.
- C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.

- D. That the alleged difficulty or hardship is caused by the provision of the Zoning Ordinance and has not been created by any person presently having an interest in the property.
- E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
- F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

**SECTION TWO:** A 10' variation from the required 40' rear yard in the SR-3 PUD, Suburban Residence Zoning District, is hereby granted to allow for the construction of a one-story room addition on the Property, commonly known as 1512 Meridian Court, Bartlett, Illinois and legally described as follows:

**LOT 669 IN SILVERCREST UNIT 8 BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 14 AND THE NORTHWEST QUARTER OF SECTION 13, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED ON MARCH 23, 1994 AS DOCUMENT NO. R94-70116 AND CERTIFICATE OF CORRECTION RECORDED ON APRIL 19, 1995 AS DOCUMENT NO. R95-46835, IN DUPAGE COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 01-13-120-025**

(the "Property"), subject to the condition set forth in Section Three of this Ordinance.

**SECTION THREE:** All structures to be built upon the Property shall be built in strict compliance with the Bartlett Building Code.

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

validity of the remaining provisions of this Ordinance.

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** this 6<sup>th</sup> day of September, 2016

**APPROVED:** this 6<sup>th</sup> day of September, 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 Ordinance 2016-\_\_\_\_\_, enacted on September 6, 2016 and approved on September 6, 2016 as the same appears from the official records of the Village of Bartlett.

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

**Case # 16-08 1512 Meridian Court, Variation – Rear Yard**

**PUBLIC HEARING**

The Petitioners cousin Giacomo Mauro was in attendance and sworn in by M. Werden.

**A. Zubko:**

The following Exhibits were presented:

- Exhibit A - Picture of Sign
- Exhibit B - Mail Affidavit
- Exhibit C - Notification of Publication

M. Werden go ahead and present your case.

Giacomo Mauro the owners' cousin, resides at 129 Ambleside Road, Des Plaines, IL and is representing the homeowners with the same name, who are out of town. The homeowners are requesting a 10' variance to build their addition, which will realign the kitchen and add on to the family room. While working with the architect the homeowners were under the assumption that only needed a 30 foot rear yard so they are asking for an exemption of 10 feet. When applying for permits they realized they were 10 feet over from what is in the ordinance.

M. Werden questioned if there had been any calls or inquiries regarding this addition.

A.Zubko answered that there had only been one asking what a rear yard setback was but there were no issues.

P. Hanson commented when looking at the properties on Newcastle Lane they appear to have smaller setback.

A.Zubko replied that the setback should be the same. An accessory structure (not permanent) does not have to meet that setback.

B. Bucaro had the same impression looking at Trenton Lane.

G. Mauro: Stated that the lots are oddly shaped.

R. Grill said that properties that are zoned SR3 typically have a rear yard setback of 35 feet. This is a Planned Unit Development, and there was some flexibility from other restrictions that apply to this subdivision. This is a 700 lot subdivision with different phases. Each phase may have different setbacks.

M. Werden asked if there were any other questions. Since no questions were asked of the staff, the Public hearing portion was opened.

No one stepped forward.

M. Werden Further discussion or motion?

P. Hanson made a motioned to send a positive recommendation to the Village Board on Case # 16-08 Mauro, 1512 Meridian Court to allow the 10 foot variation in the rear yard.

**Motioned: P. Hanson**

**Second: G. Koziol**

Public Hearing was closed by M. Werden.

**Roll Call**

**Ayes: B. Bucaro, P. Hanson, M. Werden, L. Hanson, G. Koziol**

**Nays: J. Banno**

M. Werden started a positive recommendation will be sent to the Village Board.

Giacomo (Jack) Mauro  
Antonietta Mauro  
1512 N Meridian Ct  
Bartlett, IL 60103  
847.620.9835  
Jackmauro@me.com

July 13, 2016

Village of Bartlett

CC: Village President Kevin Wallace, Trustee T.L. Arends, Trustee Michael E. Camerer, Trustee Vince Carbonaro, Trustee Raymond H. Deyne, Trustee Adam J. Hopkins, Trustee Aaron H. Reinke  
Village Clerk Lorna Gilles

Dear Village President and Board of Trustees

I'm writing to you to consider a 10ft, rear yard setback variation. After several years of planning and considering many options, including moving to other towns, my wife and I have decided to build out on our existing home. My wife works at Prairieview Elementary school and I am heavily involved with the Bartlett Youth community by serving as a volunteer on the Board of Director for both, the Bartlett Hawks and the Bartlett Raiders for many years. Needless to say we love Bartlett and plan on being here for a long time.

The plans we settled on will allow us to build a better environment for my 3 boys, friends and extended family to continue to feel welcome and comfortable at our house. The goal of our addition project is to expand our kitchen and make a large family room for everyone to use comfortably. We have a pie shaped lot with a huge backyard that is very wide. Our backyard touches 6 property lines. The proposed addition would be built inside of the existing patio. The plan for the outside of the addition is to ensure that it blends in with the existing house. This is the best layout for the inside of our house to ensure that the layout properly flows.

Our house sits on a pie shaped lot. When the architect called the village he was told that we could have up to a 15' setback. When I submitted the plans, I found out that the setback needs to be 40ft. Considering that we are building on the inside of the existing patio, I didn't bother to double check with the Village myself. We've spent thousands of dollars on architect plans and are convinced that the current plans would allow us to have our dream home in the city we love.

Please consider the 10ft variation (which is still within the existing patio) for approval. We are convinced that these plans will help create memories that will last a lifetime.

Thank you for your consideration.

Giacomo (Jack) Mauro  
Antonietta Mauro



# VILLAGE OF BARTLETT VARIATION APPLICATION

For Office Use Only  
Case # 16-08  
RECEIVED  
COMMUNITY DEVELOPMENT  
JUL 14 2016  
VILLAGE OF  
BARTLETT

### PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Giacomo (Jack) Mauro  
Street Address: 1512 N Meridian Ct  
City, State: Bartlett, IL Zip Code: 60103  
Email Address: jackmauro@me.com Phone Number: 847-620-9835

Preferred Method to be contacted Phone

### PROPERTY OWNER INFORMATION

Name: Giacomo Mauro & Antonietta Mauro  
Street Address: 1512 N Meridian Ct  
City, State: Bartlett, IL Zip Code: 60103  
Phone Number: 630-837-9132

OWNER'S SIGNATURE: *Antonietta Mauro* Date: 07/14/2016  
*Giacomo Mauro*  
(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

### DESCRIPTION OF VARIATION REQUEST (i.e. setback, fence height) including SIZE OF REQUEST (i.e. 5ft., 10 ft.)

10ft rear yard setback variation needed for an addition built on existing patio

### PROPERTY INFORMATION

Common Address/General Location of Property: 1512 N Meridian Ct (Mayflower is cross)  
Property Index Number ("Tax PIN"/"Parcel ID"): 01-13-120-025  
Acreage: 8100 Sq Ft  
Zoning: SR-3 PUD (Refer to Official Zoning Map)

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

Attorney \_\_\_\_\_  
Surveyor \_\_\_\_\_  
Other \_\_\_\_\_

## FINDINGS OF FACT FOR VARIATIONS

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

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

1. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

The reason why we chose this section to build on is because its the largest area of my property that does not have a building on it. Additionally, its best way for the interior of the house to flow correctly.

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

The shape of our lot is a pie shaped lot and this is best placement for the addition for both inside and outside of the house.

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

No, were are not doing this to make more money. We've been residents in Bartlett for over 20 years. We plan on staying in Bartlett for a very long time.

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

The only reason why we are expanding our house is because we love our neighborhood and want our boys to continue to grow in this town. My wife and I are both very active in the community. My wife works at PrairieView Elementary School I'm personally heavily involved with Bartlett youth, by being on the Board of Directors for both the Bartlett Hawks Youth Organization and the Board of the Directors of the Bartlett Raiders.

5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.

The addition will not harm anyone in anyway as we will have 30ft or more in our pie shaped lot.

6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

My house sits on a pie shape lot. My backyard is very large there would still be 30 ft or more from every property line. The exterior of the planned buildout will blend right in with the existing house.

7. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

We are not looking for any special privliges other than being able to add a spacious family room to back of our house. My sons tend to bring a lot of friends over and our extended family continues to grow and it is important for us to continue to be the house where everyone is welcome.

**ACKNOWLEDGEMENT**

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

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

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

SIGNATURE OF PETITIONER: Giacomo Mauro

PRINT NAME: Giacomo (Jack) Mauro

DATE: 07/14/2016

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

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

NAME OF PERSON TO BE BILLED: Giacomo Mauro

ADDRESS: 1512 N Meridian Ct

Bartlett, IL 60103

PHONE NUMBER: 847-620-9835

EMAIL: jackmauro@me.com

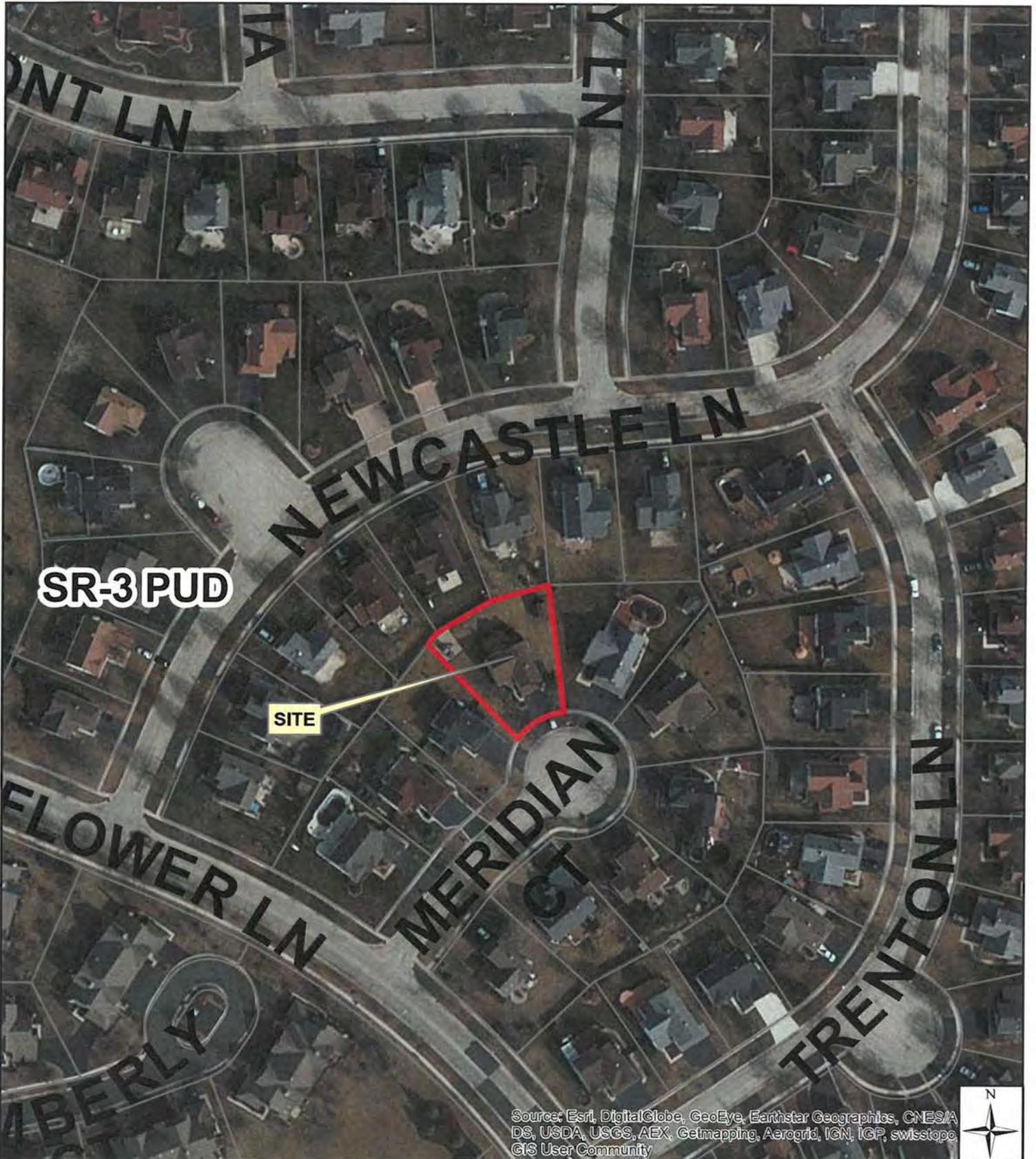
SIGNATURE: Giacomo Mauro

DATE: 07/14/2016

# ZONING/LOCATION MAP

1512 Meridian Ct.

Case #16-08

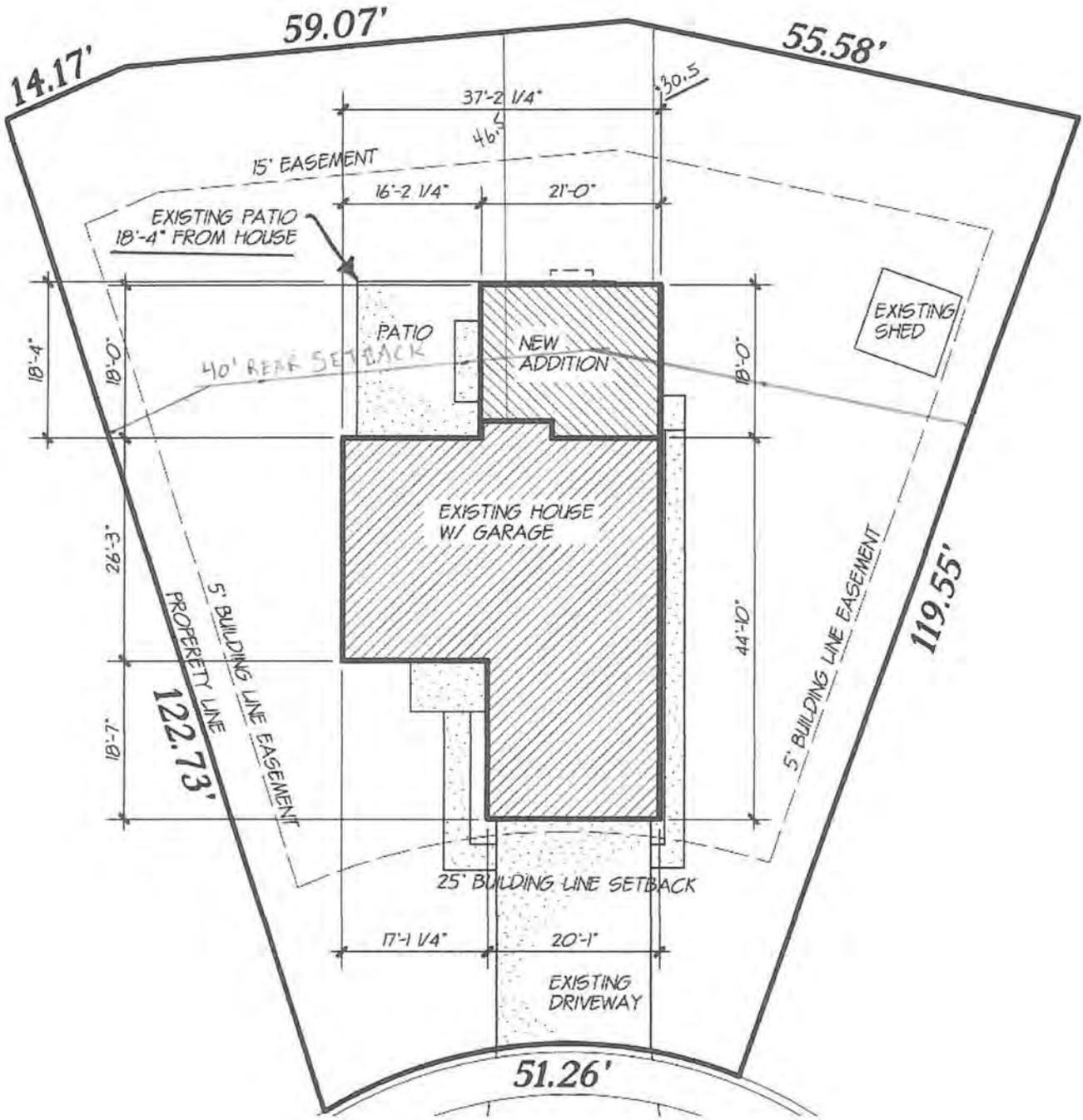


**SR-3 PUD**

**SITE**

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, GIS User Community













# Memo

---

**To:** Valerie L. Salmons, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Date:** August 22, 2016  
**Subject:** Acceptance of Public Improvements for BAPS **On-Site** Improvements  
1851 South Route 59

---

Attached is an ordinance to accept the public improvements for the BAPS **On-Site** project. The developer, BAPS Chicago LLC, has submitted a bill of sale, transferring ownership of the public improvements to the Village. A set of Record Drawings has been received and is on file at the Public Works Department.

The public improvements include extensions of the Village's water main and sanitary sewer systems. The water main and sanitary sewer have been operational and performing successfully throughout the 12 month maintenance period, which expires on September 30, 2016.

Please place this ordinance on the next available agenda.

**BARTLETT  
PUBLIC WORKS**

---

August 22, 2016

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Attn: Dan Dinges, Director of Public Works

RE: **VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS  
BAPS ON-SITE IMPROVEMENTS, CASE NO. 07-30  
1851 SOUTH ROUTE 59**

Please be advised that the public improvements have been completed for the **BAPS On-Site Improvements Project** at the location noted above.

All punch list work, for items covered by the Site Plan Completion Letter of Credit, have been successfully completed. The Public Works Department has conducted final reviews and inspections of the public improvements. As a result, it has been determined that the public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for this BAPS project.

The developer, BAPS Chicago, LLC, has submitted a Bill of Sale, transferring ownership of these public improvements to the Village. A set of Record Drawings, showing the completed public improvements, has been received. The public improvements include extensions of the Village's water main and sanitary sewer systems. The developer, BAPS Chicago, LLC, obtained a maintenance bond for the improvements, in the amount of \$65,850.00 for the 12-month maintenance period which expires on September 30, 2016.

A Plat of Easement for the BAPS On-Site Improvements Project been submitted as well.

I recommend that the Village Board adopt an Ordinance accepting the public improvements provided by the **BAPS On-Site Improvements Project**, located at 1851 South Route 59.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Robert Allen', written in a cursive style.

Robert Allen, P.E.  
Village Engineer

Attachment

cc: Lorna Giless, Village Clerk, w/original Bill of Sale  
Beth Urgo, Public Works  
Brian Goralski, Building Director  
Jeff Martynowicz, Director of Finance, w/Infrastructure Value Form  
Bryan Mraz, Village Attorney  
Jim Plonczynski, Community Development Director  
Thakor Patel, BAPS

**ORDINANCE 2016-**

**AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS  
FOR BAPS ON-SITE IMPROVEMENTS,  
1851 SOUTH ROUTE 59**

**WHEREAS**, the Village Engineer has reported to the corporate authorities that the erosion control work, water main extension and sanitary sewer extension, ("the Public Improvements") for the site known as **BAPS ON-SITE**, ("the Development") was completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on November 30, 2014 ("the Completion Date") and that BAPS Chicago, LLC, the developer of the Subdivision, ("the Developer") has presented evidence that the public improvements have been fully paid for; and

**WHEREAS**, the Developer has submitted a Bill of Sale transferring legal title to the water main and sanitary sewer systems to the Village of Bartlett; and

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

**SECTION ONE:** That the Village of Bartlett hereby accepts the public improvements for the **BAPS On-Site Improvements Project**, 1851 South Route 59,

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED:**

**APPROVED:**

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

**ATTEST:**

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016-\_\_\_\_\_ enacted on September 6, 2016 and approved on September 6, 2016, as the same appears from the official records of the Village of Bartlett.

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



# Memo

---

**To:** Valerie L. Salmons, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Date:** August 22, 2016  
**Subject:** Acceptance of Public Improvements for BAPS **Off-Site** Improvements  
Army Trail Road and Petersdorf Road

---

Attached is an ordinance to accept the public improvements for the BAPS **Off-Site** project. The developer, BAPS Chicago LLC, has submitted a bill of sale, transferring ownership of the public improvements to the Village. A set of Record Drawings has been received and is on file at the Public Works Department.

The public improvements include extensions of the Village's water main and sanitary sewer systems. The water main and sanitary sewer have been operational and performing successfully throughout the 12 month maintenance period, which expires on September 30, 2016.

Please place this ordinance on the next available agenda.

August 22, 2016

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Attn: Dan Dinges, Director of Public Works

RE: **VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS  
BAPS OFF-SITE IMPROVEMENTS, CASE NO. 07-30  
ARMY TRAIL ROAD AND PETERSDORF ROAD**

Please be advised that the public improvements have been completed for the **BAPS Off-Site Improvements Project** at the location noted above.

All punch list work, for items covered by the Site Plan Completion Letter of Credit, have been successfully completed. The Public Works Department has conducted final reviews and inspections of the public improvements. As a result, it has been determined that the public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for this BAPS project.

The developer, BAPS Chicago, LLC, has submitted a Bill of Sale, transferring ownership of these public improvements to the Village. A set of Record Drawings, showing the completed public improvements, has been received. The public improvements include extensions of the Village's water main and sanitary sewer systems. The developer, BAPS Chicago, LLC, obtained a maintenance bond for the improvements, in the amount of \$120,510.00 for the 12-month maintenance period which expires on September 30, 2016.

A Plat of Easement for the BAPS Off-Site Improvements Project been submitted as well.

I recommend that the Village Board adopt an Ordinance accepting the public improvements provided by the **BAPS Off-Site Improvements Project**, adjacent to Army Trail Road and Petersdorf Road.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Allen".

Robert Allen, P.E.  
Village Engineer

Attachment

cc: Lorna Giless, Village Clerk, w/original Bill of Sale  
Beth Urgo, Public Works  
Brian Goralski, Building Director  
Jeff Martynowicz, Director of Finance, w/Infrastructure Value Form  
Bryan Mraz, Village Attorney  
Jim Plonczynski, Community Development Director  
Thakor Patel, BAPS

**ORDINANCE 2016-**

**AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS  
FOR BAPS OFF-SITE IMPROVEMENTS,  
ARMY TRAIL ROAD AND PETERSDORF ROAD**

**WHEREAS**, the Village Engineer has reported to the corporate authorities that the erosion control work, water main extension and sanitary sewer extension, ("the Public Improvements") for the site known as **BAPS OFF-SITE**, ("the Development") was completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on November 30, 2014 ("the Completion Date") and that BAPS Chicago, LLC, the developer of the Subdivision, ("the Developer") has presented evidence that the public improvements have been fully paid for; and

**WHEREAS**, the Developer has submitted a Bill of Sale transferring legal title to the water main and sanitary sewer systems to the Village of Bartlett; and

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

**SECTION ONE:** That the Village of Bartlett hereby accepts the public improvements for the **BAPS Off-Site Improvements Project**, Army Trail and Petersdorf Road,

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

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

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

**ROLL CALL VOTE**

**AYES:**

**NAYS:**

**PASSED:**

**APPROVED:**

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

**ATTEST:**

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016- enacted on September 6, 2016 and approved on September 6, 2016, as the same appears from the official records of the Village of Bartlett.

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



**ORDINANCE 2016 - \_\_\_\_\_**

**AN ORDINANCE APPROVING OF THE FINAL PUD PLAN FOR PHASE 4 FOR  
THE BAPS MANDIR PROPERTY**

---

**WHEREAS**, BAPS Chicago, LLC (the "Owner") is the owner of record of real estate comprising approximately 38.95+/- acres (excluding right-of-way) located in DuPage County Illinois, 29.95+/- acres of which is legally described on **Exhibit A** attached hereto and made a part hereof (the "Mandir Property"); and

**WHEREAS**, on September 18, 2012, the Corporate Authorities passed Ordinance #2012-72 approving of the Phasing Plan for the Future Development of Phases 4, 5 and 6 ("the Phasing Plan") attached hereto as **Exhibit B** and a Concept Plan for Phase 4 ("the Concept Plan") attached hereto as **Exhibit C**, which together served as the Preliminary PUD Plan for Phase 4; and

**WHEREAS**, Janet M. Johnson, attorney for and on behalf of the Owner, has filed a petition for a Final PUD Plan for Phase 4 of the Mandir Property that complies with both the Phasing Plan and the Concept Plan; and

**WHEREAS**, the Plan Commission reviewed the Phase 4 Final Planned Unit Development on the Mandir Property on August 11, 2016 and recommended to the Corporate Authorities that the request be approved subject to the conditions and findings of fact set forth in its report;

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

**SECTION ONE:** The Corporate Authorities do hereby make the following findings of fact with respect to the Final Planned Unit Development for Phase 4 of the Mandir Property:

- A. The Planned Unit Development 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 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 the religious uses and facilities, parking facilities, and ancillary uses and facilities, gazebos and the outside recreational areas on the Property. The uses proposed in Phase 4 of the development are permitted in the Village's ER-1 Estate Residence District. The Planned

Unit Development is further intended to encourage the beneficial integration of different compatible land uses at a proper scale and to encourage better design, provision of amenities of open space and the efficient use of public services through the use of planned unit development procedures which the Owner intends to utilize with the development. The intensity and profile of the development within this Planned Unit Development are compatible with all adjacent uses.

- B. Comprehensive Plan. The BAPS proposed religious uses and facilities that are a part of the Phase 4 Final Planned Unit Development conform to the Village's Comprehensive Plan which identifies religious institutional uses for the Property, and conforms to the general planning policies and precedents of the Village, including, but not limited to, land use policies; land use intensity; traffic impact and parking; impact on schools; public utilities and facilities; and the character of the Village and the specific neighborhood;
- C. Permitted Uses. The proposed religious uses and facilities that are a part of the Phase 4 Final Planned Unit Development on the Mandir Property are permitted in the ER-1 Estate Residence Zoning District, and are a permitted or special use in the district or districts in which the Planned Unit Development is proposed to be located.
- D. Public Welfare. The proposed religious uses and facilities that are a part of the Phase 4 Final Planned Unit Development of the Mandir Property are so designed, located and proposed to be operated and maintained that the public health, safety and welfare will not be endangered or detrimentally affected.
- E. Impact on Other Property. The proposed religious uses and facilities that are a part of the Phase 4 Final Planned Unit Development of the Mandir Property will 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.
- F. Support Facilities. The proposed religious facilities that are a part of the Phase 4 Final Planned Unit Development will connect to the Village's municipal water system and adequate drainage has been provided for the proposed uses.
- G. Parking and Traffic. The proposed BAPS religious uses and facilities, that are a part of the Phase 4 Final Planned Unit Development for the Mandir Property, make adequate provision for the safe movement of pedestrians within the site, and parking and ingress and egress and are so designed as to minimize traffic congestion and hazards in the public streets.

- H. Adequate Buffering. The proposed BAPS religious uses and facilities, that are a part of the Phase 4 Final Planned Unit Development for the Mandir Property, provide adequate site area and other buffering features to protect the uses within the development and on surrounding properties. There is a sufficient mixture of grass, trees and shrubs within the interior or perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses.
- I. Performance. There shall be reasonable assurance that the project will be completed in a timely manner and adequately maintained.
- J. Donations. The Owner will not be required to make donations in accordance with the Village's Residential Donation Ordinance.

**SECTION TWO:** That the Final PUD Plan for Phase 4 ("Final Development Plan") prepared by Advantage Consulting Engineers, LLC, dated June 9, 2016, last revised July 5, 2016, a copy of which is attached hereto as **Exhibit D**; the Building Elevations prepared by Rangwala Architects, dated 3/22/2016, last revised 7/5/2016, a copy of which is attached hereto as **Exhibit E**; the Landscape Plans prepared by Krogstad Land Design Limited, dated 2/13/2015, last revised 7/5/2016, a copy of which is attached hereto as **Exhibit F** and the Floor Plans prepared by Rangwala Architects, dated 3/22/2016, last revised 7/5/2016, a copy of which is attached hereto as **Exhibit G** are hereby approved as a Final Development Plan for Phase 4 pursuant to Section 10-9-7.C of the Zoning Ordinance with respect to the development of the Mandir Property consisting of a family activity center, landscaping and lighting, subject to the conditions set forth in Section Three of this Ordinance.

**SECTION THREE:** That the findings in Section One of this Ordinance and the approval of the Final Development Plan for Phase 4 in Section Two of this Ordinance are based upon and are hereby made contingent upon the satisfaction of the following conditions:

- A. Village Engineer approval of the Phase 4 Final Engineering Plans which shall conform to the Village's ordinances, including the DuPage County Stormwater and Flood Plain Ordinance, as amended, which is expressly incorporated in the Bartlett Subdivision and PUD Ordinance and made applicable to all property in the Village of Bartlett and to unincorporated property lying within 1-1/2 miles of its corporate limits ;
- B. Completion of the 96 parking spaces within Phase 3A prior to the issuance of an occupancy permit for Phase 4;
- C. The landscaping of the Property shall be provided, planted, completed and maintained in accordance with the Landscape Plan;

- D. Landscaping shall be installed at the time of construction for Phase 4 of the Mandir Property. If the landscaping cannot be installed at the time of construction, a written proposal or contract from a landscape contractor to install or complete the landscaping on Phase 4 of the Mandir Property, within one year from the issuance of an occupancy permit, weather permitting, shall be submitted to the Community Development Department for review and approval by the Village Arborist, and a bond or cash deposit posted in an amount equal to 110% of said proposal or contract as approved by the Village Arborist to guaranty its future installation and or completion, weather permitting;
- E. The Village will continue to monitor the parking demand on the BAPS Property (Phases 1, 2, 3A and 4) once Phase 4 has been completed. The Village may require the Petitioner to construct additional parking (on the Yogi Plaza Site – Phase 5) prior to the year 2023 (when peak parking demand may exceed the parking supply on-site) and/or when the parking demand reaches 97% capacity (796 spaces utilized); and
- F. The petitioner shall obtain all required building permits;

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** September 6, 2016

**APPROVED:** September 6, 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 Ordinance 2016-\_\_\_\_\_ enacted on September 6, 2016 and approved on September 6, 2016, as the same appears from the official records of the Village of Bartlett.

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

**EXHIBIT "A"**

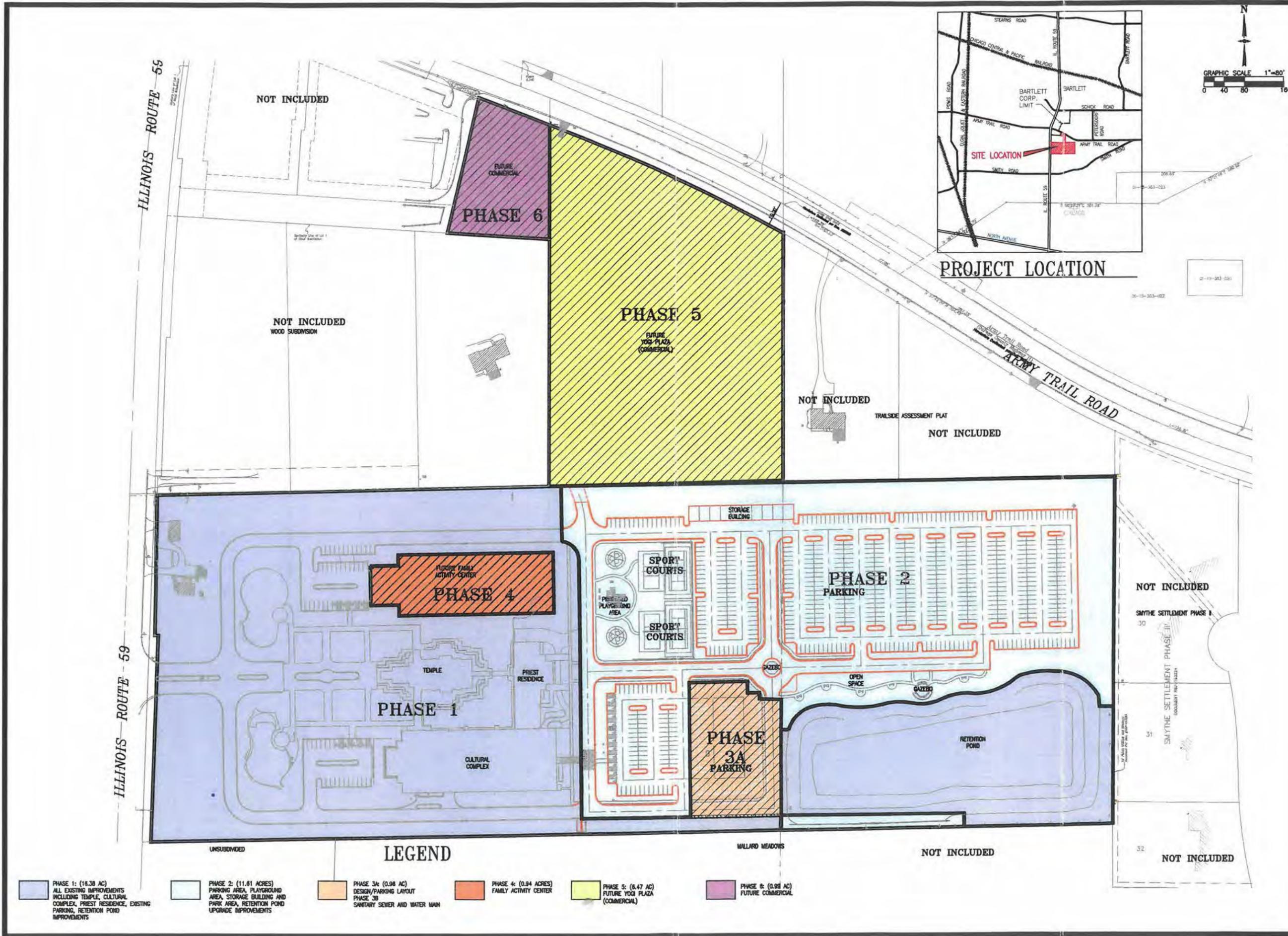
**LEGAL DESCRIPTION OF MANDIR PROPERTY**

LOT 1 EXCEPTING THEREFROM THE WESTERLY 67 FEET THEREOF AS DESCRIBED IN CONDEMNATION CASE NO. 93 ED 23 FILED MAY 5, 1992) IN MALLARD MEADOWS, BEING A SUBDIVISION OF PART OF SECTIONS 21 AND 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1951 AS DOCUMENT 634139, IN THE COUNTY OF DUPAGE IN THE STATE OF ILLINOIS.

THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, SAID POINT BEING ON THE NORTH LINE OF LOT 1 OF MALLARD MEADOWS SUBDIVISION RECORDED AS DOCUMENT 634139; THENCE WESTERLY ALONG THE NORTH LINE OF SAID QUARTER SECTION AND NORTH LINE OF SAID LOT 1, 1175.7 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1, AT AN ANGLE OF 88 DEGREES 02 MINUTES 00 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 132.10 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE OF LOT 1; THENCE EASTERLY ALONG A WESTERLY LINE OF SAID LOT 1, AT AN ANGLE OF 88 DEGREES 51 MINUTES 00 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 47.80 FEET TO AN ANGLE POINT IN THE SAID WESTERLY LINE OF LOT 1; THENCE SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1, AT AN ANGLE OF 88 DEGREES 05 MINUTES 00 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 144.90 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE OF LOT 1; THENCE WESTERLY ALONG A WESTERLY LINE OF SAID LOT 1, AT AN ANGLE OF 93 DEGREES 32 MINUTES 00 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 101.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AT AN ANGLE OF 87 DEGREES 06 MINUTES 30 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 147.71 FEET TO AN ANGLE POINT IN SAID EASTERLY RIGHT OF WAY LINE; THENCE WESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, AT AN ANGLE OF 88 DEGREES 43 MINUTES 30 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 5.00 FEET TO AN ANGLE POINT IN SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, AT AN ANGLE OF 88 DEGREES 43 MINUTES 30 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 135.34 FEET TO THE SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 21; THENCE EASTERLY ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER, AT AN ANGLE OF 88 DEGREES 09 MINUTES 30 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 59.47 FEET TO THE POINT OF BEGINNING, IN THE COUNTY OF DUPAGE IN THE STATE OF ILLINOIS.

Permanent Real Estate Index Nos.: 01-21-201-013, 01-21-201-024, 01-21-201-025, and 01-21-201-026.



ILLINOIS ROUTE 55

ILLINOIS ROUTE 59

NOT INCLUDED

NOT INCLUDED  
WOOD SUBDIVISION

NOT INCLUDED

TRAILSIDE ASSESSMENT PLAT  
NOT INCLUDED

NOT INCLUDED

SMYTHE SETTLEMENT PHASE I

30

SMYTHE SETTLEMENT PHASE II

31

SMYTHE SETTLEMENT PHASE III

32

NOT INCLUDED

LEGEND

- PHASE 1: (16.38 AC)  
ALL EXISTING IMPROVEMENTS INCLUDING TEMPLE, CULTURAL COMPLEX, PRIEST RESIDENCE, EXISTING PARKING, RETENTION POND IMPROVEMENTS
- PHASE 2: (11.81 ACRES)  
PARKING AREA, PLAYGROUND AREA, STORAGE BUILDING AND PARK AREA, RETENTION POND UPGRADE IMPROVEMENTS
- PHASE 3A: (0.98 AC)  
DESIGN/PARKING LAYOUT PHASE 3B  
SANITARY SEWER AND WATER MAIN
- PHASE 4: (0.94 ACRES)  
FAMILY ACTIVITY CENTER
- PHASE 5: (6.47 AC)  
FUTURE YOGI PLAZA (COMMERCIAL)
- PHASE 6: (0.98 AC)  
FUTURE COMMERCIAL

<p>PHASING PLAN</p> <p>B.A.P.S. TEMPLE &amp; YOGI PLAZA</p> <p>B.A.P.S. HINDU TEMPLE</p> <p>BARTLETT, ILLINOIS</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> <p>6324</p> <p>PH1</p> <p>1 OF 1</p> </td> <td style="width: 50%; text-align: center;"> <p>B.A.P.S. CHICAGO, LLC</p> <p>4 N 739 IL ROUTE 59</p> <p>BARTLETT, IL 60103</p> </td> </tr> </table>	<p>6324</p> <p>PH1</p> <p>1 OF 1</p>	<p>B.A.P.S. CHICAGO, LLC</p> <p>4 N 739 IL ROUTE 59</p> <p>BARTLETT, IL 60103</p>		
<p>6324</p> <p>PH1</p> <p>1 OF 1</p>	<p>B.A.P.S. CHICAGO, LLC</p> <p>4 N 739 IL ROUTE 59</p> <p>BARTLETT, IL 60103</p>				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> <p>2 Revised per Village</p> <p>1 Revised per Village</p> <p>1 Original Plan Date</p> </td> <td style="width: 50%; text-align: center;"> <p>28MAY12</p> <p>30MAY12</p> <p>30SEP11</p> </td> </tr> </table>	<p>2 Revised per Village</p> <p>1 Revised per Village</p> <p>1 Original Plan Date</p>	<p>28MAY12</p> <p>30MAY12</p> <p>30SEP11</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> <p>PHASE 1</p> <p>PHASE 2</p> <p>PHASE 3A</p> <p>PHASE 3B</p> <p>PHASE 4</p> <p>PHASE 5</p> <p>PHASE 6</p> </td> <td style="width: 50%; text-align: center;"> <p>30</p> <p>31</p> <p>32</p> </td> </tr> </table>	<p>PHASE 1</p> <p>PHASE 2</p> <p>PHASE 3A</p> <p>PHASE 3B</p> <p>PHASE 4</p> <p>PHASE 5</p> <p>PHASE 6</p>	<p>30</p> <p>31</p> <p>32</p>
<p>2 Revised per Village</p> <p>1 Revised per Village</p> <p>1 Original Plan Date</p>	<p>28MAY12</p> <p>30MAY12</p> <p>30SEP11</p>				
<p>PHASE 1</p> <p>PHASE 2</p> <p>PHASE 3A</p> <p>PHASE 3B</p> <p>PHASE 4</p> <p>PHASE 5</p> <p>PHASE 6</p>	<p>30</p> <p>31</p> <p>32</p>				



EXHIBIT C

PHASE 4 CONCEPT ELEVATION



PROJECT LOCATION

PARKING SUMMARY - REQUIRED			
BUILDING	OCCUPANCY	REQUIRED PARKING SPACES	PROVIDED
PHASE 1	1,300	24	0
PHASE 2	27	1	0
PHASE 3A	100	2	0
PHASE 4	1,500	27	0
TOTAL		54	0

PARKING SUMMARY - PROVIDED			
PHASE	REGULAR	HOURLY	TOTAL
PHASE 1	100	0	100
PHASE 2	24	0	24
PHASE 3A	36	0	36
TOTAL	160	0	160

EXISTING BUILDINGS				
EX. BUILDING	FLOOR AREA (S.F.)	MAX. OCCUPANCY	HEIGHT (FT)	NO. OF STORES
CULTURAL COMPLEX	99,513 S.F.	1,800	55'	2
TEMPLE	12,500 S.F.	800	75'	2
PRIEST RESIDENCE	28,012 S.F.	75	36'	3

PROPOSED BUILDINGS				
PR. BUILDING	FLOOR AREA (S.F.)	MAX. OCCUPANCY	HEIGHT (FT)	NO. OF STORES
STORAGE	6,000 S.F.	0	20'	1
YOUTH CENTER	110,020 S.F.	1,550	55'	2

YOUTH CENTER				
AREA DESCRIPTION	AREA SF	OCCUPANCY RATE	OCCUPANCY	PARKING RATE REQUIRED
BASINMENT	7,482			
GYMNASIUM	1,079	1.5	16	30
RESTROOMS AND STAIRS	1,836	0		
KITCHEN	2,820	80 S/F/A	23	30
STORAGE	25,245	0		
WORKSHOP	2,659	300 S/F/A	9	10
MEZZANINE				
OFFICES - 1 EA.	714	5 S/F/OFFICE	5	25
METC. ROOM/BIKE ROOM/STORAGE	6,000	0		
MAIN LEVEL				
OFFICES - 3 EA.	2,100	5 S/F/OFFICE	15	25
RESTROOMS AND STAIRS	2,645	0		
GYMNASIUM AND R.F. AREA	14,203	50 S/F/A	28	250
CLASSROOMS	4,091	20 S/F/A	21	30
COMMON AREAS	19,610	0		
LINK TO PRIEST RES. BLDG.	1,482	0		
UPPER LEVEL				
RESTROOMS AND STAIRS	2,238	0		
CLASSROOMS	11,753	20 S/F/A	58	30
OFFICES	165	5 S/F/OFFICE	3	7
TRUCK	2,252	1.5	18	250
COMMON AREAS	4,021	0		
METCANICAL/STORAGE	1,719	0		
TOTAL	110,020		1,550	510

**SITE DATA:**

PROPOSED ZONING: ER-1(PUD)

TOTAL SITE AREA: 29.95 AC

PHASE 1 AREA: 16.36 AC (1.6 AC PH 4)

PHASE 2 AREA: 11.61 AC

PHASE 3A AREA: 0.98 AC

TOTAL BUILDING AREA: 256,045 S.F.

FAR: 0.198

PARKING REQUIRED: 1,155

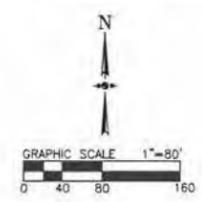
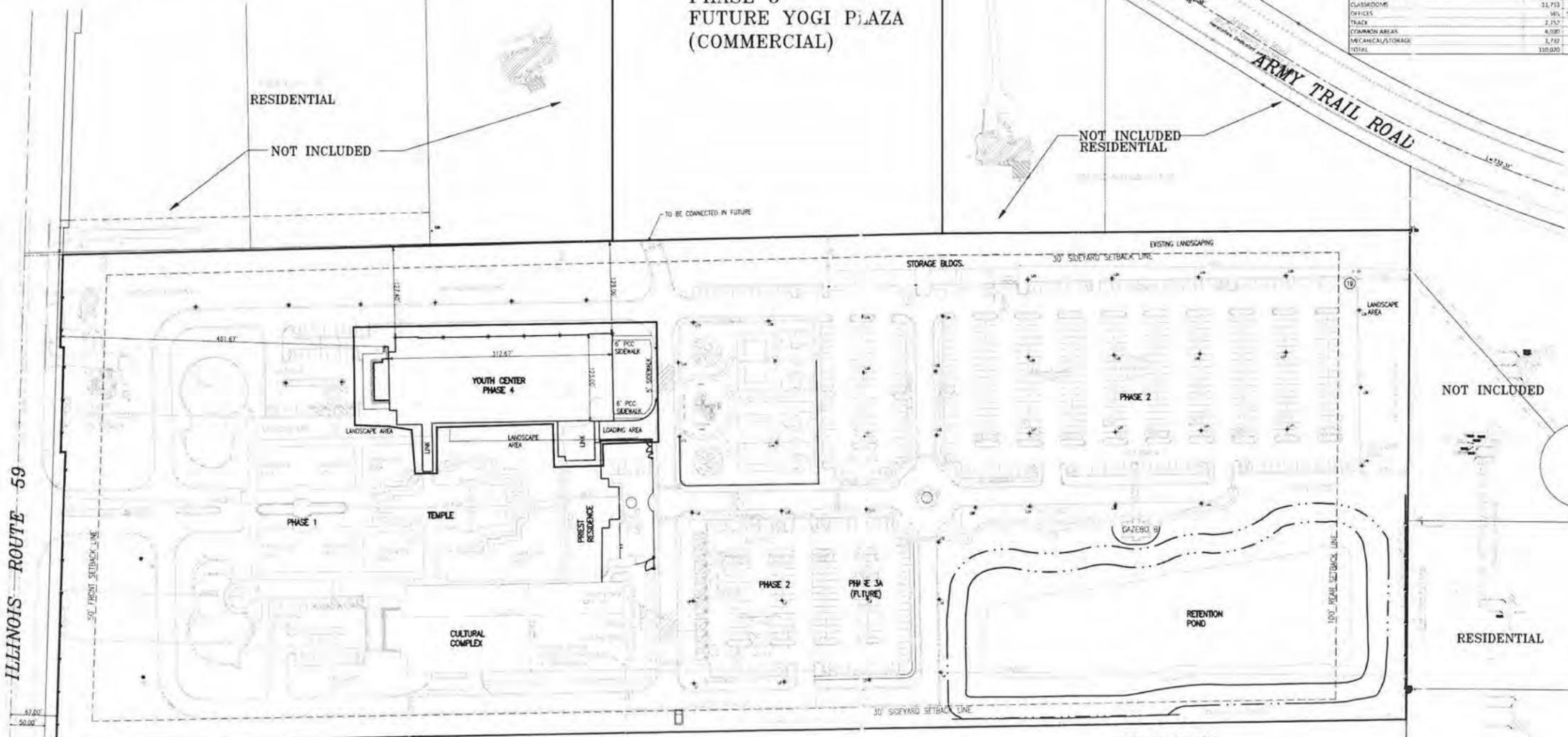
PARKING PROVIDED: 821

DETENTION AREA: 3.91 AC

FRONT SETBACK: 50'

SIDEYARD SETBACK: 30'

REAR YARD: 100'



RECEIVED  
COMMUNITY DEVELOPMENT  
JUL 07 2016  
VILLAGE OF  
BARTLETT

NOT INCLUDED  
RESIDENTIAL

ADVANTAGE CONSULTING ENGINEERS, LLC  
80 MAIN STREET, SUITE 17  
LEMONT, IL 60439  
847-260-4758

PRELIMINARY/FINAL PUD PLAN  
BAPS - PHASE 4  
BAPS HINDU TEMPLE  
BARTLETT, IL

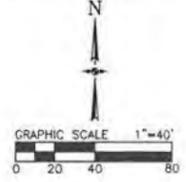
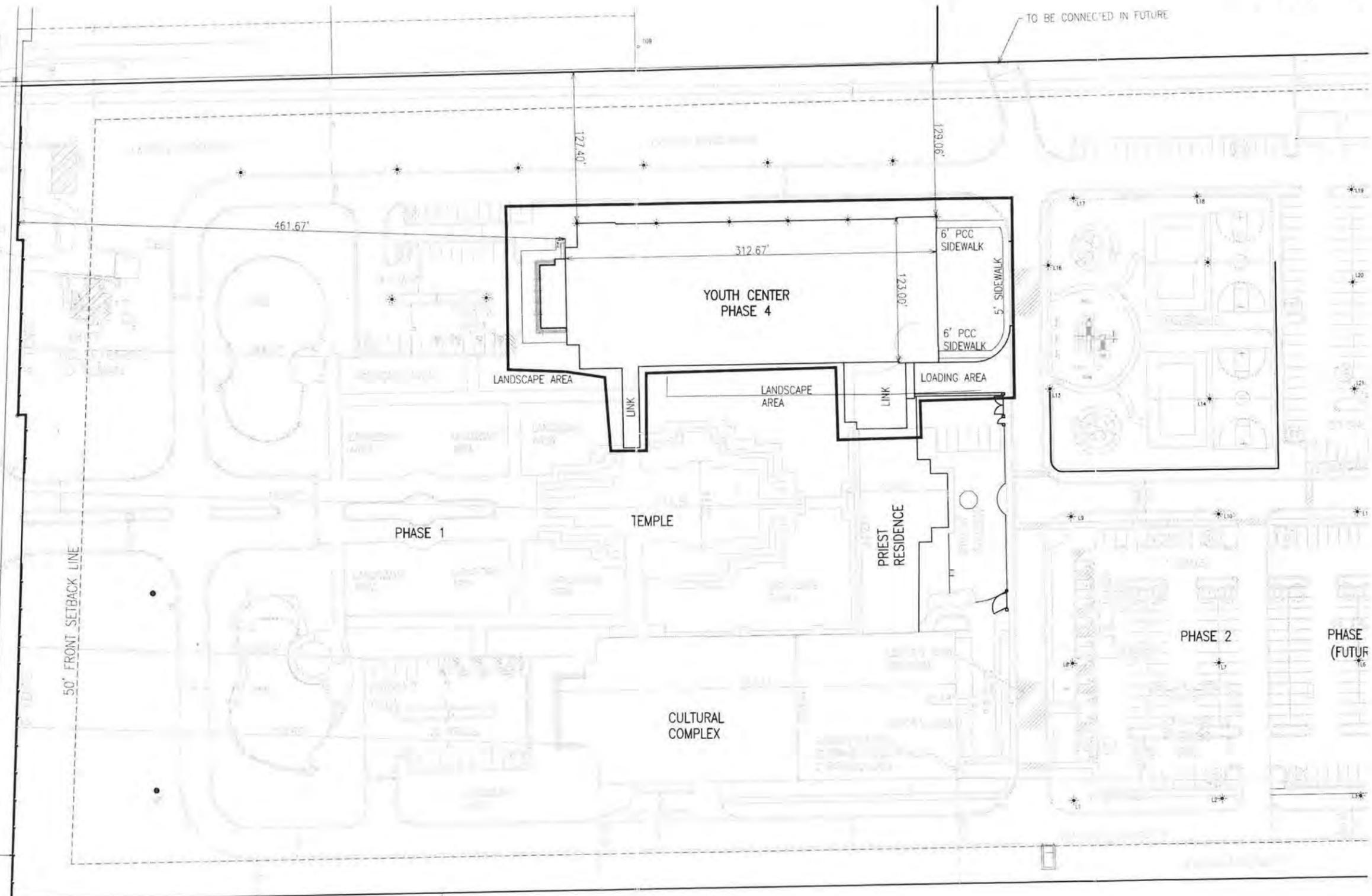
B.A.P.S. DEVELOPMENT, LLC  
1851 S. IL ROUTE 59  
BARTLETT, IL 60103

JUNE 9, 2016  
JOB: 16-009  
SHEET:  
PUD1  
1 OF 2

ILLINOIS ROUTE 59

67.00'  
50.00'

50' FRONT SETBACK LINE



NO.	DATE	REVISIONS
1	07/05/16	REVISED PER WALK

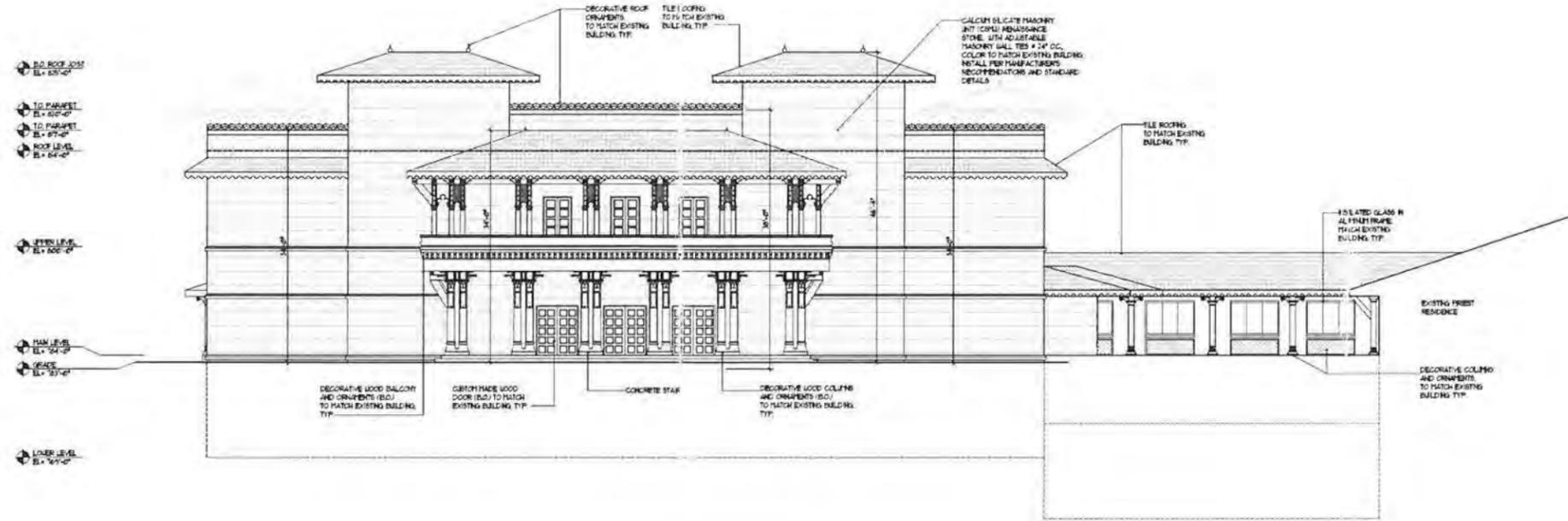
**ADVANTAGE CONSULTING ENGINEERS, LLC**  
 80 MAIN STREET, SUITE 17  
 LEMONT, IL 60439  
 847-260-4758

PRELIMINARY/FINAL PUD PLAN  
 BAPS - PHASE 4  
**BAPS HINDU TEMPLE**  
 BARTLETT, IL

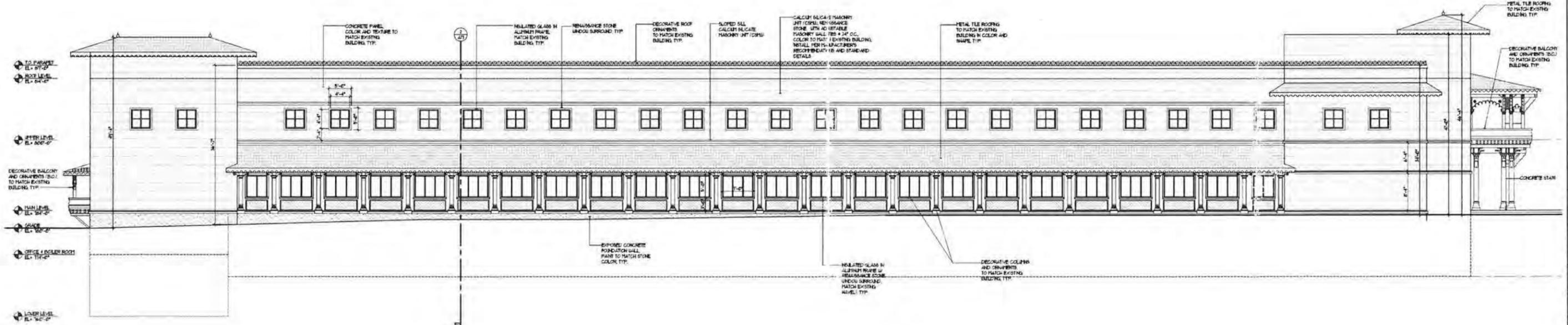
**B.A.P.S. DEVELOPMENT, LLC**  
 1854 S. IL ROUTE 59  
 BARTLETT, IL 60103

JUNE 9, 2016  
 JOB: 16-009  
 SHEET:  
**PUD2**  
 2 OF 2

EXHIBIT D



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



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

RANGWALA ARCHITECTS  
ARCHITECTURE SITE PLANNING

201 S. CENTRAL AVE. SUITE 400 ST. LOUIS, MO 63103  
(314) 862-8811 FAX (314) 862-3118

BARTLETT, ILLINOIS 60103

PROPOSED BUILDING DESIGN FOR:  
**BAPS FAC**

1851 S. RTE 59 PRANUKHA SWAMI ROAD

- Revisions
1. 05-05-16
  2. 05-20-16
  3. 05-27-16
  4. 06-07-16
  5. 06-17-16
  6. 06-23-16
  7. 06-27-16
  8. 07-05-16

Sheet Title:  
Exterior Elevations

Drawn By:  
EC

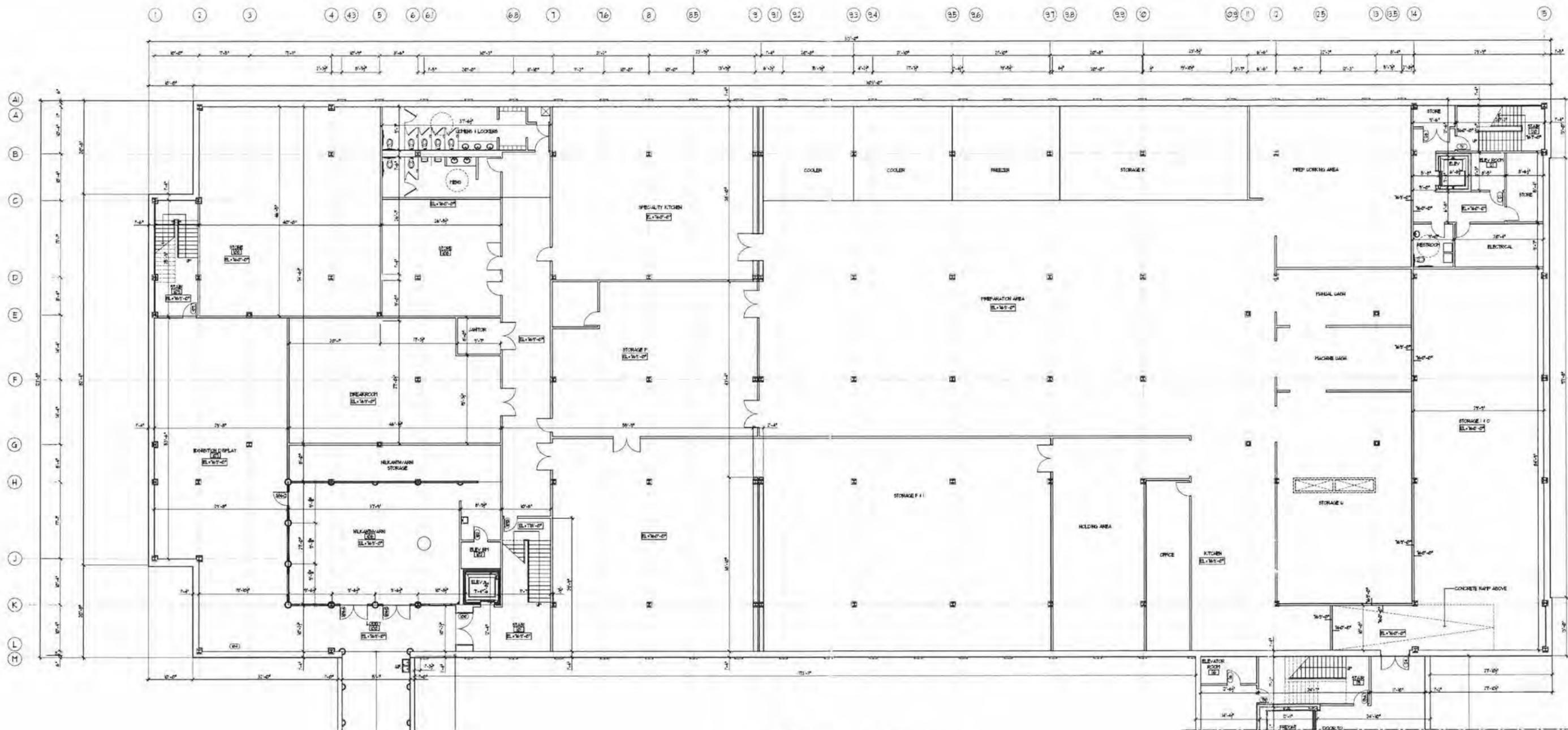
Sheet Number  
**A-10**

Date: 03-22-16  
Project Number:





# EXHIBIT G



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

**RANGWALA ARCHITECTS**  
ARCHITECTURE SITE PLANNING  
207 S. CENTRAL AVE. SUITE 200, ST. LOUIS, MISSOURI  
(314) 866-7400 FAX (314) 866-7476

---

PROPOSED BUILDING DESIGN FOR:  
**BAPS FAC**  
1851 S. RTE 59 PRANUKHA SWAMI ROAD  
BARTLETT, ILLINOIS 60103

---

Revisions  
1. 05-05-16  
2. 05-20-16  
3. 05-27-16  
4. 06-07-16  
5. 06-17-16  
6. 06-23-16  
7. 06-27-16  
8. 07-05-16

---

Sheet Title:  
Floor Plan  
Partition Types

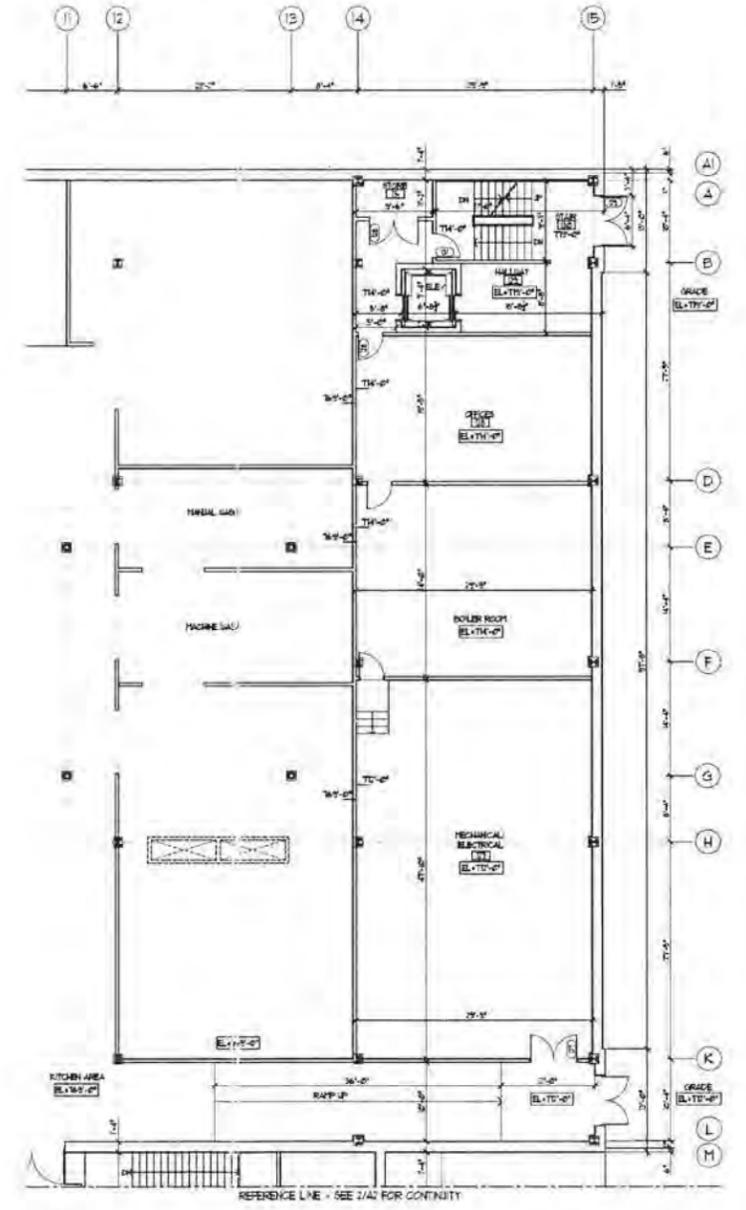
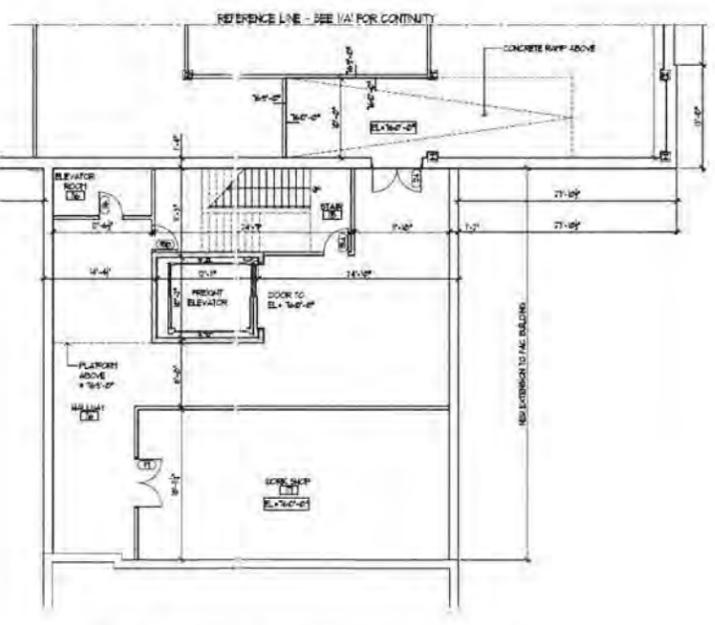
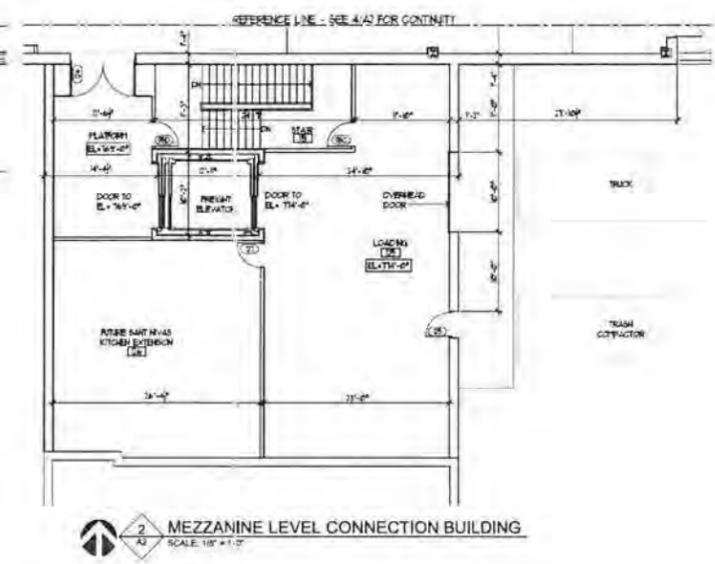
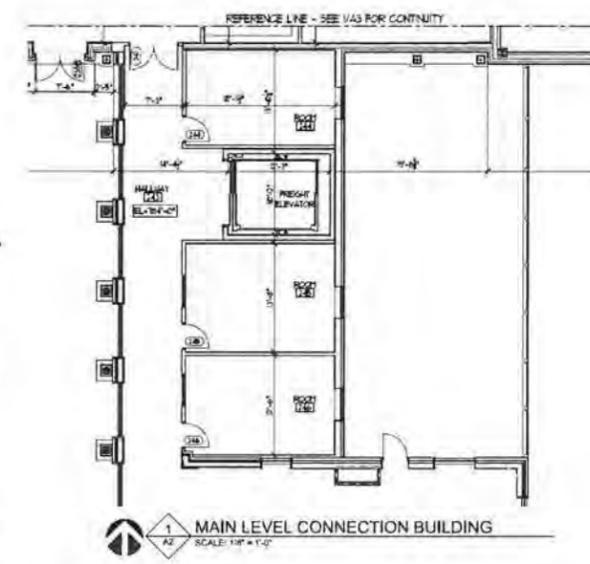
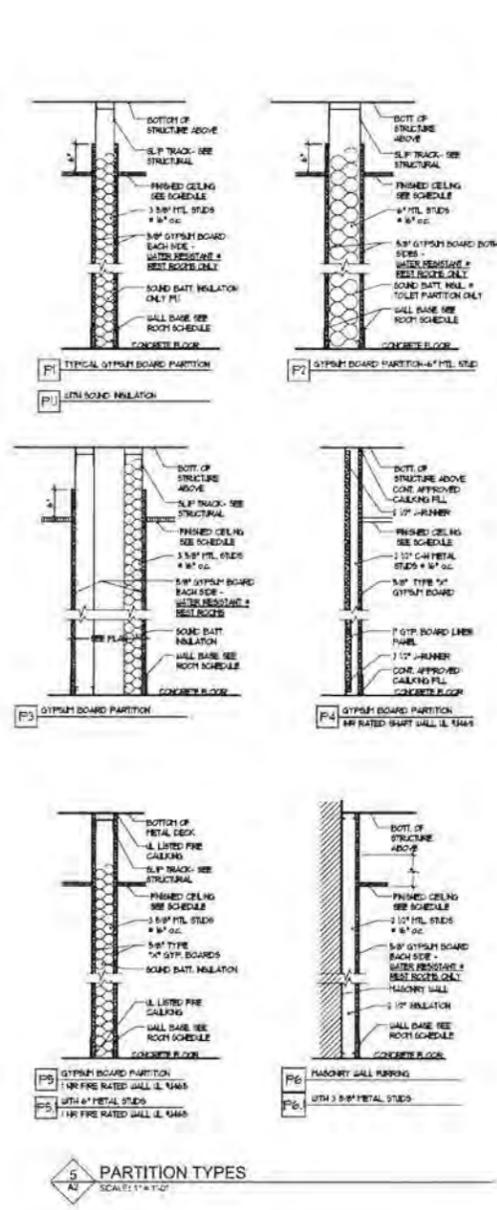
Drawn By:  
EC

---

Sheet Number  
**A-1**

Date: 03-22-16  
Project Number:

RECEIVED  
COMMUNITY DEVELOPMENT  
JUL 07 2016  
VILLAGE OF  
BARTLETT



**RANGWALA ARCHITECTS**  
ARCHITECTURE SITE PLANNING  
201 S. CENTRAL AVE. SUITE 200, ST. LOUIS, MISSOURI  
(314) 862-7411 (IN INDIA)

**PROPOSED BUILDING DESIGN FOR:**  
**BAPS FAC**  
1851 S. RTE 59 PRANUKHA SWAMI ROAD  
BARTLETT, ILLINOIS 60103

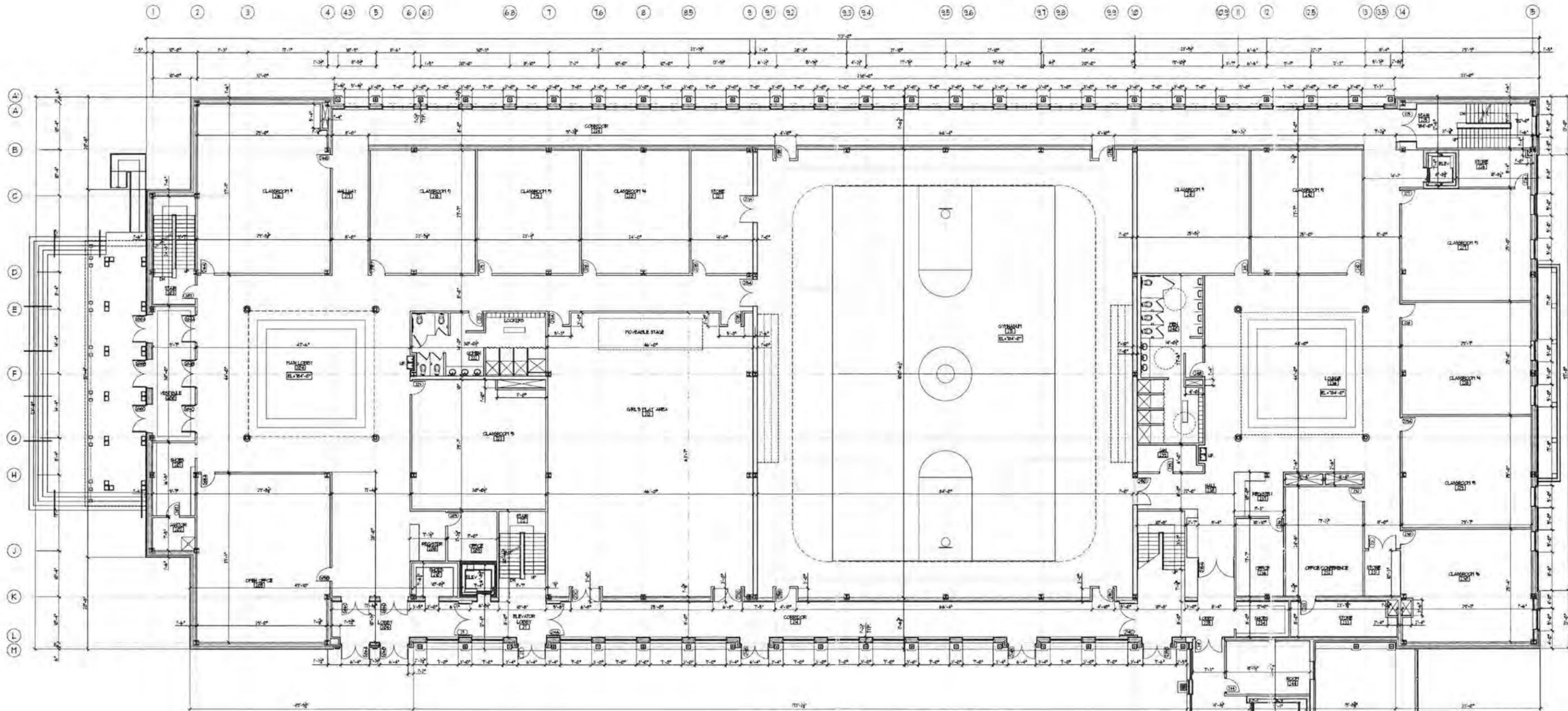
Revisions  
1. 05-05-16  
2. 05-20-16  
3. 05-27-16  
4. 06-07-16  
5. 06-17-16  
6. 06-23-16  
7. 06-27-16  
8. 07-05-16

Sheet Title:  
Floor Plan  
Partition Types

Drawn By:  
EC

Sheet Number:  
**A-2**

Date: 03-22-16  
Project Number:




**MAIN LEVEL FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"

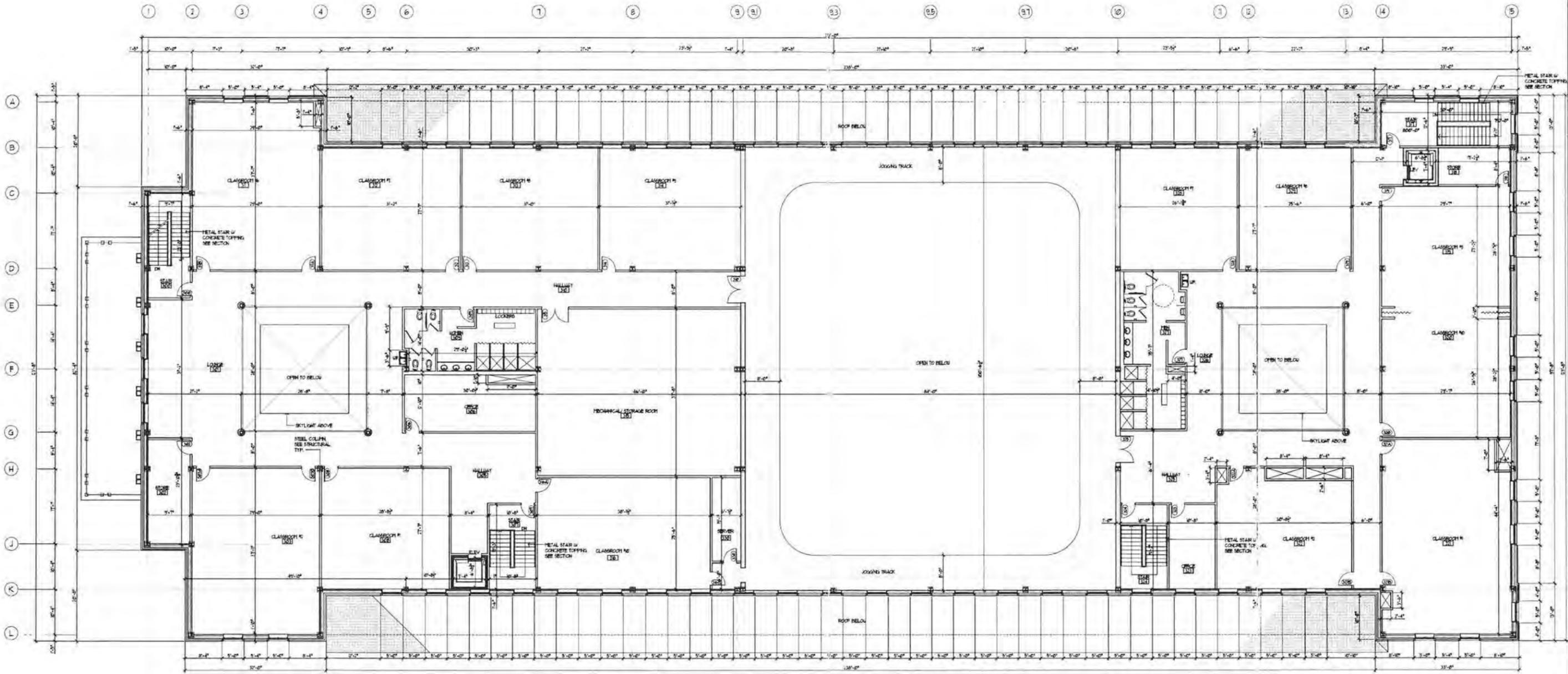
**RANGWALA ARCHITECTS**  
 ARCHITECTURE SITE PLANNING  
201 S. CENTRAL AVE. SUITE 200 ST. LOUIS, MO 63105  
 (314) 862-6881 FAX (314) 862-3718

PROPOSED BUILDING DESIGN FOR:  
**BAPS FAC**  
 1851 S. RTE 59 PRANUKHA SWAMI ROAD  
 BARTLETT, ILLINOIS 60103

Revisions
1. 05-05-16
2. 05-20-16
3. 05-27-16
4. 05-07-16
5. 05-17-16
6. 05-25-16
7. 06-27-16
8. 07-05-16

Sheet Title:  
 Floor Plan  
 Partition Types  
 Drawn By:  
 EC

Sheet Number  
**A-3**  
 Date: 03-22-16  
 Project Number:



1  
AA  
UPPER LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"

RANGWALA ARCHITECTS  
ARCHITECTURE SITE PLANNING

201 S. CENTRAL AVE. SUITE 4003, ST. LOUIS, MO 63105  
(314) 802-9661 FAX (314) 802-3718

PROPOSED BUILDING DESIGN FOR:  
**BAPS FAC**

1851 S. RTE 69 PRANUKHA SWAMI ROAD  
BARTLETT, ILLINOIS 60103

- Revisions
- 1. 05-05-16
  - 2. 05-20-16
  - 3. 05-27-16
  - 4. 06-07-16
  - 5. 06-17-16
  - 6. 06-23-16
  - 7. 06-27-16
  - 8. 07-05-16

Sheet Title:  
Floor Plan  
Partition Types

Drawn By:  
EC

Sheet Number

**A-4**

Date: 03-22-16  
Project Number:

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-167**

DATE: August 29, 2016  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, Com Dev Director  
RE: **(#15-13) BAPS**

---

**PETITIONER**

BAPS Chicago, LLC

**SUBJECT SITES**

1851 S. Route 59 (Pramukh Swami Road)

**REQUESTS**

Final PUD Plan for Phase 4

***Staff is requesting that the Petitioner's request be forwarded directly to the Village Board to expedite the construction of the Family Activity Center.***

**SURROUNDING LAND USES**

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
<b>Subject Site</b>	<b>Religious</b>	<b>Municipal/Institutional</b>	<b>ER-1 PUD</b>
North	Single Family, Vacant	Mixed Use Business Park	B-3 PUD, R-3*
South	Residential	Estate Residential	R-2*
East	Residential	Estate Residential	R-2*
West	Residential/	N/A (Wayne)/	W-2** W-4**

\* DuPage County  
\*\*Village of Wayne

**DISCUSSION**

1. The 38 acre BAPS property was annexed to the Village and rezoned in September of 2012 by Ordinances #2012-70, 71 & 72. Phases 1, 2 & 3A were approved as part of a Preliminary/Final PUD Plan that included the existing buildings and an expanded parking area. Phases 4, 5 and 6 were approved as part of the PUD in Concept and identified on the Phasing Plan for the future development of the BAPS property (see attached Concept and Phasing Plans).

2. The Petitioner is now requesting a Final PUD Plan review for Phase 4 which would include the construction of a Family Activity Center. This building, located north of the Temple, would mirror the exterior appearance, size, height and footprint of the existing Cultural Center located south of the Temple. Per the Building Elevations, the overall height would be 53'4" (below the maximum height of 71'9" of the Temple) and the size of the building would be approximately 100,000 sq. ft. (110,020 sq. ft. including storage areas in the lower level).
3. The Family Activity Center would consist of an indoor gymnasium, including a track and basketball court, boys' and girls' classrooms, a lounge, play area, youth workshop, exhibit display area, along with a number of offices and substantial storage space. A specialty kitchen and food prep area along with the Nilkanthvarni (small prayer area) would be moved from the Cultural Center to the lower level of the Youth Activity Center to free up space in the Cultural Center's lower level.
4. Phase 3B has been completed and consisted of the BAPS property connecting to the Village's water and sewer systems. These connections included both on-site and off-site improvements outlined in the Annexation Agreement.
5. Phase 3A is the last phase of parking on the BAPS (Mandir) Site and would include an additional 96 parking spaces. These spaces have not been completed due to this being the former septic field area. As required in the Annexation Agreement, this phase would need to be completed prior to the occupancy of the Phase 4 building and the Petitioner has agreed to this requirement.
6. As stated in the Annexation Agreement, a Traffic Study would need to accompany the Phase 4 application to verify that the parking needs on this property would be satisfied. A Traffic Study prepared by Gewalt Hamilton Associates, Inc. (GHA) has been submitted for the Staff to review (see attached) and the Village's Traffic Consultant, Brent Coulter with Coulter Transportation Consulting, LLC (Coulter) has reviewed and commented on the study (see attached comments).
7. In summary, GHA states "the proposed expansion is not anticipated to be a significant generator of new site traffic, but would serve the current site uses and demand. The new facility will provide extra space for the overcrowded girls' classrooms, the boys instruction, which is taking place in the priest's residences and the dining area which is currently too small to accommodate the Sunday activities. **The Family Activity Center will allow for the current spaces in the Cultural Center to be utilized for their original intended uses.**"
8. The Petitioner has stated minimal activity will occur in the Family Activity Center during the week and the primary use of the building will take place on Sundays when all of the facilities are being utilized simultaneously by existing guests/worshippers.

9. Below is a summary of the parking spaces provided on the site and those required in strict accordance with the Zoning Ordinance.

**Parking Summary**

	<b>Parking Provided</b>	<b>Parking Required</b>
Phases 1 & 2	725*	745
Phase 3A	96	
<b>Phase 4 (Per Zoning Ord)</b>	0	410
	<b>Total = 821</b>	<b>Total = 1155</b>
		<b>DEFICIT = 334 spaces</b> (1155 - 821 = 334)

(\*Modification granted for a reduction in parking (20 spaces) by Ord. #2012-72)

10. As part of the PUD, the Petitioner would be requesting a modification to reduce the required number of parking spaces. The above chart identifies a deficit of 334 parking spaces due to the Zoning Ordinance requiring 410 additional parking spaces for the new building and its uses. However, once the 96 parking spaces are constructed as part of Phase 3A; the parking on site will total 821 spaces. These additional spaces will provide for an increase in available parking of approximately **29% above the current peak demand of 637 vehicles. Future peak parking in the year 2020 will be 757 parking spaces, still below the 821 provided.** According to GHA, **"the proposed on-site parking supply will accommodate the peak parking demand on-site for approximately 7 years."**

**With the historical demand in membership growth at 3.5% annually, the 821 spaces should accommodate the peak on-site parking for this time period. The Village's Consultant (Coulter) concurs with the majority of GHA's findings and agrees that "the Petitioner makes a strong argument that parking demand may in some instances be double counted and some adjustment of the aggregate parking required by the strict parking requirements outlined in the Zoning Ordinance is appropriate."**

11. **Staff concurs with Coulter's comments and believes that the Family Activity Center will primarily be double counting those currently attending Sunday Services and that the strict interpretation of the Zoning Ordinance provides a hardship for the Petitioner.** The Village's Consultant also states, that it may be important to look at providing an additional parking supply in 3 to 4 years rather than 7 and conditions for future parking on Phase 5 may need to be reviewed sooner so that future demand for parking can be met in a timely manner.
12. As in the past, during special events/festivals, overflow parking was available on the future Yogi Plaza Site and arrangements were made with St. Andrews Golf Course, Resurrection Church and Bartlett High School that provided additional parking with groups being bussed to the Mandir Site during these infrequent peak times.

13. There is one existing curb cut along Rt. 59 for ingress and egress to the Temple Property. However, when the future commercial phases are developed, additional curb cuts may be provided along Army Trail Road providing additional access to both the Future Yogi Plaza and the BAPS Mandir Site.
14. Landscaping and Lighting Plans have been reviewed and approved by the Staff.

### **RECOMMENDATION**

1. The Staff recommends **approval** of the Petitioner's request for a Final PUD Plan for Phase 4 subject to the following conditions and findings of fact:
  - a. Village Engineer's approval of the Final Engineering Plans;
  - b. Completion of the 96 parking spaces within Phase 3A prior to the issuance of an occupancy permit for Phase 4;
  - c. The landscaping of the Property shall be provided, planted, completed and maintained in accordance with the Landscape Plan;
  - d. Landscaping for Phase 4 shall be installed within one year from the issuance of an occupancy permit;
  - e. The Village will continue to monitor the parking demand on the BAPS Property (Phases 1, 2, 3A and 4) once Phase 4 has been completed. The Village may require the Petitioner to construct additional parking (on the Yogi Plaza Site – Phase 5) prior to the year 2023 (when peak parking demand may exceed the parking supply on-site) and/or when the parking demand reaches 97% capacity (796 spaces utilized); and
  - f. Findings of Fact (Final PUD Plan)
    - i. The Family Activity Center (Phase 4) is in conformance with the Comprehensive Plan and the Future Land Use Plan of the Village which identifies religious institutional uses for the Property, and conforms to the general planning policies and precedents of the Village;
    - ii. The Family Activity Center is a permitted use in the ER-1 PUD (Estate Residence) Zoning District;
    - iii. The Family Activity Center 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 Family Activity Center 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 Family Activity Center shall not be required to make donations in accordance with the Village's Donation Ordinance;
    - 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. There shall be a

sufficient mixture of grass, trees and shrubs on the site so that the proposed development will be in harmony with adjacent land uses.

- 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 reviewed the Petitioner's request for a Final PUD Plan on Phase 4 at their meeting on August 11, 2016. The Commission recommended **approval** subject to the conditions and findings of fact outlined above by the Staff.
  
3. The Ordinance approving of the Final PUD Plan, the minutes from the Plan Commission Meeting, the Final PUD Plan, Concept Plan, Phasing Plan, Traffic Study and the Village's Traffic Consultant's comments and additional background material are attached for your review.

rbg/attachments

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

BEFORE THE VILLAGE OF BARTLETT  
PLAN COMMISSION

IN RE THE MATTER OF: )  
 )  
Approval of June 9, 2016 )  
minutes and July 14, 2016 )  
minutes; (#16-13) BAPS Phase )  
4 Final PUD Plan. )

REPORT OF PROCEEDINGS

August 11, 2016  
7:00 P.M.

PROCEEDINGS had and testimony taken  
before the Bartlett Plan Commission of the  
above-entitled cause taken at the Village Hall,  
228 South Main Street, Bartlett, Illinois, before  
LYNN M. EVANS, C.S.R., License #084-003473, a  
Notary Public qualified and commissioned for the  
State of Illinois.

PRESENT:

- MR. JIM LEMBERG
- MR. MARK HOPKINS
- MR. JOHN MIASO
- MR. JACK ALLEN
- MR. TIM RIDENOUR
- MS. AUSTIN HOPKINS
- MR. TOM CONNOR

1 ALSO PRESENT:  
2 MR. JIM PLONCZYNSKI, Community Development  
3 Director.  
4 MS. ROBERTA GRILL, Assistant Community  
5 Development Director.  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

1 CHAIRMAN LEMBERG: I'd like to call to order  
2 the meeting of the Bartlett Plan Commission for  
3 August 11, 2016, at 7:00 p.m.

4 Will the secretary call the roll.

5 MR. PLONCZYNSKI: Jim Lemberg.

6 CHAIRMAN LEMBERG: Here.

7 MR. PLONCZYNSKI: Mark Hopkins.

8 MR. M. HOPKINS: Here.

9 MR. PLONCZYNSKI: Tim Ridenour.

10 MR. RIDENOUR: Here.

11 MR. PLONCZYNSKI: John Miaso.

12 Diane Negele.

13 Austin Hopkins.

14 MR. A. HOPKINS: Here.

15 MR. PLONCZYNSKI: Jack Allen.

16 MR. ALLEN: Here.

17 MR. PLONCZYNSKI: Jerry Kallas.

18 Tom Connor.

19 MR. CONNOR: Here.

20 MR. PLONCZYNSKI: We have a quorum.

21 CHAIRMAN LEMBERG: Next item on the agenda is  
22 the approval of the June 9th, 2016 meeting  
23 minutes.

24 MR. A. HOPKINS: So moved.

1 CHAIRMAN LEMBERG: Is there a second?

2 MR. RIDENOUR: Second.

3 CHAIRMAN LEMBERG: Any corrections,  
4 discussions?

5 Secretary call the roll.

6 MR. PLONCZYNSKI: Austin Hopkins.

7 MR. A. HOPKINS: Yes.

8 MR. PLONCZYNSKI: Tim Ridenour.

9 MR. RIDENOUR: Yes.

10 MR. PLONCZYNSKI: Jim Lemberg.

11 CHAIRMAN LEMBERG: Yes.

12 MR. PLONCZYNSKI: Mark Hopkins.

13 MR. M. HOPKINS: Yes.

14 MR. PLONCZYNSKI: Jack Allen.

15 MR. ALLEN: Yes.

16 MR. PLONCZYNSKI: Tom Connor.

17 MR. CONNOR: Abstain.

18 CHAIRMAN LEMBERG: Next item on the agenda is  
19 the minutes for July 14, 2016.

20 Is there a motion to approve?

21 MR. CONNOR: So moved.

22 CHAIRMAN LEMBERG: Second?

23 MR. ALLEN: Second.

24 CHAIRMAN LEMBERG: Is there any corrections or

1 discussions? Anybody?

2 I have a correction. On page 23, line 18,  
3 it says Commissioner Lemberg made this statement.  
4 I think it should be Commissioner Hopkins.  
5 Mr. Lemberg was not in the room at the time, so  
6 we'll make a change on that one.

7 Any other additions or corrections?

8 MR. PLONCZYNSKI: That was in the July meeting  
9 minutes had that correction or the June ones?

10 CHAIRMAN LEMBERG: On here it had my name  
11 listed on there.

12 MR. A. HOPKINS: For the July.

13 MR. PLONCZYNSKI: Okay. Got it.

14 CHAIRMAN LEMBERG: Take it out and put  
15 Mr. Hopkins name in there.

16 MR. PLONCZYNSKI: Got it.

17 CHAIRMAN LEMBERG: Okay. That was on page 23,  
18 No. 18.

19 Okay. We have a motion and second. No  
20 further discussion.

21 Secretary call the roll.

22 MR. PLONCZYNSKI: Tim Ridenour.

23 MR. RIDENOUR: Yes.

24 MR. PLONCZYNSKI: Jack Allen.

1 MR. ALLEN: Yes.

2 MR. PLONCZYNSKI: Tom Connor.

3 MR. CONNOR: Yes.

4 MR. PLONCZYNSKI: Jim Lemberg.

5 CHAIRMAN LEMBERG: Yes.

6 MR. PLONCZYNSKI: Mark Hopkins.

7 MR. M. HOPKINS: Yes.

8 MR. PLONCZYNSKI: John Miaso.

9 MR. MIASO: Yes.

10 MR. PLONCZYNSKI: Austin Hopkins.

11 MR. A. HOPKINS: Abstain.

12 CHAIRMAN LEMBERG: Next item on the agenda is

13 the case No. 16-13, BAPS Phase 4 Final PUD.

14 Roberta, do we have a little background?

15 MS. GRILL: Yeah, sure. The 38-acre BAPS

16 property was annexed to the Village and rezoned

17 in September of 2012. Phases 1, 2, and 3A were

18 approved as part of a preliminary/final PUD plan

19 that included the existing buildings and expanded

20 parking area, so you can see Phase 1, that's 1

21 here, Phase 2 is the parking area here, and then

22 3A is the future parking area here. Phases 4, 5,

23 and 6 were approved as part of the PUD in concept

24 and identified on the phasing plan as for the

1 development of the BAPS property, so Phases 4, 5,  
2 6. (Indicating.)

3 Petitioner is now requesting a final PUD  
4 plan review for Phase 4, which would include the  
5 construction of a family activity center. This  
6 building located north of the temple would mirror  
7 the exterior appearance, size, height, and  
8 footprint, of the existing cultural center  
9 located south of the temple.

10 Per the building elevations, the overall  
11 height would be 53 feet and 4 inches, which is  
12 below the maximum height of 71 feet, 9 inches of  
13 the existing temple, and the size of the building  
14 would be approximately 100,000 square feet.

15 The family activity center would consist  
16 of an indoor gymnasium that's located here on the  
17 left, so here is the existing temple, existing  
18 cultural center, and then the proposed Phase 4.  
19 The family activity center would consist of an  
20 indoor gymnasium, including a track and basketball  
21 court, boys' and girls' classrooms, a lounge,  
22 play area, youth workshop, exhibit display area  
23 along with a number of offices and substantial  
24 storage space. A specialty food prep area along

1 with the small prayer area would be moved from  
2 the cultural center to the lower level of the  
3 youth activity center to free up space in the  
4 cultural center's lower level. (Indicating.)

5 Phase 3B has been completed and consisted  
6 of the BAPS property connecting to the Village's  
7 water and sewer systems. These connections  
8 included both on-site and off-site improvements  
9 outlined in the annexation agreement.

10 Phase 3A is the last phase of parking on  
11 the BAPS property and would include an additional  
12 96 parking stalls. These spaces have not been  
13 completed due to this being the former septic  
14 field area. As required in the annexation  
15 agreement, this phase would need to be completed  
16 prior to the occupancy of the Phase 4 building  
17 and the petitioner has agreed to this requirement.

18 As stated in the annexation agreement, a  
19 traffic study was to accompany the Phase 4  
20 application to verify that the parking needs on  
21 this property would be satisfied. A traffic study  
22 prepared by Gewalt Hamilton Associates has been  
23 submitted and the Village's traffic consultant,  
24 Brent Coulter with Coulter Transportation

1 Consulting, has reviewed and commented on the  
2 study.

3 In summary, GHA states the proposed  
4 expansion is not anticipated to be a significant  
5 generator of new site traffic, but would serve  
6 the current site uses and demand. The new  
7 facility will provide extra space for the  
8 overcrowded girls' classrooms, the boys'  
9 instruction, which is taking place in the priests  
10 residences and the dining area, which is  
11 currently too small to accommodate the Sunday  
12 activities. The family activity center will  
13 allow for the current spaces in the cultural  
14 center to be utilized for the their original  
15 intended uses.

16 The petitioner has stated minimal activity  
17 will occur in the family activity center during  
18 the week, and the primary use of the building to  
19 take place on Sundays when all the facilities are  
20 being utilized simultaneously by existing guests  
21 and worshipers.

22 So as part of the PUD, the petitioner --  
23 let me put up the site plan here. This is the  
24 layout of the entire facility. Again, Phase 4 is

1 here, and then the existing parking here, Phase  
2 3A, the future parking is here for the 96 spaces.  
3 (Indicating.)

4 So as part of the PUD, the petitioner  
5 would be requesting a modification to reduce the  
6 required number of parking spaces by 334. The  
7 zoning ordinance would require 410 additional  
8 parking spaces for the new building and its uses.  
9 However, once those 96 parking spaces are  
10 constructed, as I just showed on Phase 3A, the  
11 parking on the site would total 821 spaces.  
12 These additional spaces will provide for an  
13 increase in available parking of approximately 29  
14 percent above the current peak demand of 637  
15 vehicles. Future peak parking in the year 2020  
16 will be 757 parking spaces, still below the 821  
17 provided. According to GHA, the proposed on-site  
18 parking supply will accommodate the peak parking  
19 demand on-site for approximately seven more years.

20 With the historical demand and membership  
21 growth at 3.5 percent annually, the 821 spaces  
22 should accommodate the peak on-site parking for  
23 this time period. The Village's consultant,  
24 Coulter Transportation, concurs with the majority

1 of GHA's findings and agrees that the petitioner  
2 makes a strong argument that parking demand may  
3 in some instances be double counted and some  
4 adjustment of the aggregate parking required by  
5 the strict parking requirements outlined in the  
6 zoning ordinance is appropriate.

7 Staff concurs with Coulter's comments and  
8 believes that the family activity center will  
9 primarily be double counting those currently  
10 attending Sunday services and that the strict  
11 interpretation of the zoning ordinance provides a  
12 hardship for the petitioner. The Village's  
13 consultant also states that it may be important  
14 to look at providing additional parking supply in  
15 three to four years, rather than the seven, and  
16 conditions for future parking on Phase 5, which  
17 is future commercial, may need to be reviewed  
18 sooner so that the future demand for parking can  
19 be met in a timely manner.

20 As in the past, during special events,  
21 festivals, overflow parking was available on the  
22 future Yogi Plaza site and arrangements were made  
23 with St. Andrews Golf Course, Resurrection  
24 Church, and Bartlett High School that provided

1 additional parking with groups being bused to the  
2 Mandir site during these infrequent peak times.

3 There is one existing curb cut along  
4 Route 59 for ingress and egress to the temple  
5 property. However, when the future commercial  
6 phases are developed, additional curb cuts may be  
7 developed along Army Trail Road, which would  
8 provide additional access to both the future Yogi  
9 Plaza and the existing BAPS Mandir site.

10 Landscaping and lighting plans have been  
11 reviewed and have been approved by the staff.

12 And, therefore, staff recommends approval  
13 of the petitioner's request for a final PUD plan  
14 subject to the conditions and the findings of  
15 fact outlined in your staff report.

16 The petitioners are here tonight too, by  
17 the way.

18 CHAIRMAN LEMBERG: Any questions from staff?

19 MR. A. HOPKINS: Just really quick, so the  
20 Phase 3 parking has to be done before they can  
21 get the occupancy permit for Phase 4?

22 MS. GRILL: That is correct, yes.

23 MR. A. HOPKINS: So more than likely they'll  
24 be doing the parking lot first or is it --

1 MS. GRILL: You can ask them that question.

2 CHAIRMAN LEMBERG: Is the petitioner here this  
3 evening?

4 MS. GRILL: Yes, they are.

5 CHAIRMAN LEMBERG: Would you care to add to  
6 the report. Would state your name and address,  
7 please.

8 MS. JOHNSON: Yes. I'm Janet Johnson from  
9 SchiffHardin in Chicago. I'm the attorney for  
10 BAPS, and I'll answer that question.

11 The plan is to construct it pretty much at  
12 the same time. The building will take much  
13 longer to build than the parking, so depending on  
14 weather and when they start construction of the  
15 building versus, you know, what weather  
16 conditions are, they'll phase that parking in,  
17 but they know that it has to be done before they  
18 can occupy it.

19 MR. A. HOPKINS: Is there any drainage  
20 concerns? I know when this came before us before  
21 with that retention pond and everything like that  
22 there was talk of possible drainage issues. Is  
23 there any concerns?

24 MS. JOHNSON: There haven't been any issues or

1 problems. They did do some work on the pond to  
2 expand the capacity a little bit. The materials  
3 that we supplied showed that the capacity of that  
4 stormwater detention basin is still way over  
5 what's necessary for this additional building.  
6 In fact, it was intended to supply stormwater for  
7 Phases 5 and 6 as well, so there shouldn't be any  
8 more issues with that.

9 MR. A. HOPKINS: Thank you.

10 CHAIRMAN LEMBERG: Any other questions?

11 MR. RIDENOUR: Mine is more for Roberta. Back  
12 in 2012 when we did the original approval of the  
13 site plan, we gave a conditional -- a preliminary  
14 approval to 4 and 5, and this is the final today?

15 MS. GRILL: We gave a conceptual, yes,  
16 approval 4, 5, and 6. Or no, I should just  
17 say -- is it just 4?

18 MS. JOHNSON: 4, 5, and 6, yeah, that's true  
19 because 5 and 6 didn't have a plan.

20 MS. GRILL: Yes.

21 CHAIRMAN LEMBERG: Any other questions?

22 We will be looking for a motion for  
23 approval of the petitioner's request for a final  
24 PUD plan for Phase 4 subject to the conditions

1 and findings of fact.

2 MR. CONNOR: So moved.

3 MR. A. HOPKINS: Second.

4 CHAIRMAN LEMBERG: Is there any further  
5 discussion?

6 MR. RIDENOUR: I have one question. Did we  
7 have -- in 2012 did we have a conceptualization  
8 of this Phase 4 building? So there isn't any  
9 major changes?

10 MS. JOHNSON: There is no change.

11 MS. GRILL: It was the picture that -- color  
12 rendering I showed you. I'm looking for it now.  
13 I've got a lot of slides. Sorry. This was the  
14 concept elevation here. (Indicating.)

15 MR. RIDENOUR: All right.

16 MS. JOHNSON: The intent all along was to make  
17 it a mirror image of the building on the other  
18 side and that has not changed.

19 MR. RIDENOUR: I'm sort of remembering.

20 MS. GRILL: Basically, conceptually, it was  
21 the phasing plan, which is here, so the layout --  
22 necessarily didn't have an exact layout of 5 and  
23 6, but the concept was for it to be commercial.  
24 (Indicating.)

1 MR. RIDENOUR: So not only are there no  
2 significant changes, there really aren't any  
3 changes?

4 MS. GRILL: No. Correct.

5 MS. JOHNSON: That's correct.

6 MS. GRILL: And they will be bringing a final  
7 plan for you to review.

8 MR. RIDENOUR: All right.

9 CHAIRMAN LEMBERG: Okay?

10 MR. RIDENOUR: Yeah.

11 CHAIRMAN LEMBERG: Any other questions?

12 Okay. We have a motion and second.

13 Will the secretary call the roll.

14 MR. PLONCZYNSKI: Tom Connor.

15 MR. CONNOR: Yes.

16 MR. PLONCZYNSKI: Austin Hopkins.

17 MR. A. HOPKINS: Yes.

18 MR. PLONCZYNSKI: Mark Hopkins.

19 MR. M. HOPKINS: Yes.

20 MR. PLONCZYNSKI: Tim Ridenour.

21 MR. RIDENOUR: Yes.

22 MR. PLONCZYNSKI: John Miaso.

23 MR. MIASO: Yes.

24 MR. PLONCZYNSKI: Jack Allen.

1 MR. ALLEN: Yes.  
2 MR. PLONCZYNSKI: Jim Lemberg.  
3 CHAIRMAN LEMBERG: (Nodding head.)  
4 MR. PLONCZYNSKI: Motion carries.  
5 CHAIRMAN LEMBERG: Thank you.  
6 MS. JOHNSON: Thank you.  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

1 STATE OF ILLINOIS )  
2 COUNTY OF DU PAGE ) SS.  
3  
4

5 I, LYNN M. EVANS, CSR, No. 084-003473, a  
6 Notary Public in and for the County of DuPage,  
7 State of Illinois, do hereby certify that LYNN M.  
8 EVANS, C.S.R., reported in shorthand the  
9 proceedings had and the testimony taken at the  
10 public hearing of the above-entitled cause, and  
11 that foregoing transcript is a true, correct, and  
12 complete report of the entire testimony so taken  
13 at the time and place hereinabove set forth.

14  
15  
16 \_\_\_\_\_  
LYNN M. EVANS  
17  
18

19 My Commission Expires:  
20 May 20, 2017  
21  
22  
23  
24



233 SOUTH WACKER DRIVE  
SUITE 6600  
CHICAGO, ILLINOIS 60606  
t 312.258.5500  
f 312.258.5600  
www.schiffhardin.com

June 26, 2015

**BY HAND DELIVERY**

Village President Kevin Wallace  
Members of the Board of Trustees  
228 South Main Street  
Bartlett, Illinois 60103

**Re: BAPS Chicago, LLC -- Request for Final PUD Plan Approval for BAPS Mandir Phase 4**

Dear President Wallace and Members of the Board of Trustees:

Schiff Hardin LLP represents BAPS Chicago, LLC (“BAPS”), the current owner of a tract of land comprised of approximately 38.95± acres that is located on the east side of Illinois Route 59 near in intersection of Illinois Route 59 and Army Trail Road in an unincorporated area of DuPage County (the “Property”), which was annexed to the Village of Bartlett by Ordinance No. 2012-71, pursuant to an Annexation Agreement approved by Ordinance No. 2012-70, and zoned by Ordinance No. 2012-72.

**Description of Overall Property**

The Property consists of the following large tracts (each comprised of multiple lots of record):

1. Mandir Site: Approximately 29.954 acres of the land is presently occupied by the BAPS Mandir, an architecturally significant, beautiful Hindu Temple, and associated cultural center, a residence for the priests and another small residence used from time to time to house volunteers/priests (the “Mandir Site”). It also contains a stormwater detention basin that was constructed with excess capacity to serve both the current structures and the future proposed structures on the Mandir Site and the Yogi Plaza Site (described in paragraph 2 below), as well as off-site areas tributary to the existing facility (approximately 2.28 acre feet of excess storm water capacity is contained in this facility). The Mandir Site has approximately 700 feet of frontage along Illinois Route 59 and is located approximately 1,000 feet south of the intersection of Illinois Route 59 and Army Trail Road. All planned future improvements and uses for the Mandir Site are consistent with and an expansion of the presently permitted religious institutional uses on the site. The zoning district into which the Mandir Site has been zoned upon annexation was the

Village President, Kevin Wallace  
Members of the Board of Trustees  
June 26, 2015  
Page 2

ER-1 Estate Residence District, including a Special Use Permit for a Planned Unit Development (“PUD”). (See Section Three of Ordinance No. 2012-72) In addition, Section Six of Ordinance No. 2012-72 approved a Concept Plan for Phases 4 (for which final approval is now being sought in this Application), 5 and 6. Phase 4 is described below.

2. Yogi Plaza Site: Approximately 7.46 acres of the land (“Yogi Plaza Site”) is presently mostly vacant (portion designated for Phase 5), although one small portion of the land (designated for Phase 6) contains a residence that is used from time to time by BAPS to house volunteers/priests. The Yogi Plaza Site is on the south side of Army Trail Road, approximately 725 feet east of Illinois Route 59, and has approximately 600 feet of frontage on Army Trail Road, which makes the site well-suited for a retail shopping center use. Section Two of Ordinance No. 2012-72 rezoned the Yogi Plaza Site into the B-3 Neighborhood Shopping Zoning District, which BAPS intends to redevelop for a commercial shopping center. Section Six B of Ordinance No. 2012-72 approved a Concept Plan for Phases 5 and 6.

#### **Specific Plan Approval and Parking Relief Requests**

Specifically the request on behalf of BAPS is for the Village of Bartlett (the “Village”) to approve the Final PUD Plan for the Phase 4 development on the Mandir Site, and to grant it relief from the requirements of the Village’s Zoning Code to allow the construction of fewer parking spaces than are normally required. The following describes the items BAPS is requesting the Village Plan Commission and Board review and approve.

1. Phase 4 Final PUD: Phase 4 will consist of a fourth building on the Mandir Site (the “Family Activity Center”), which will be constructed to mirror the existing Cultural Center building that was previously completed in Phase 1 in footprint, height and architectural style and appearance, and will be located to the north of the Temple so that both the Cultural Center and the new Family Activity Center flank the Temple in an aesthetically harmonious way. The Family Activity Center will house such uses as a gymnasium, family life center/auditorium (multi-purpose room), and meeting/conference or class rooms, and a small amount of office spaces to house the staff involved in the programming for the Family Activity Center. It will not house any residences. Some of the activities presently housed in the existing Cultural Center (Haveli), including the existing auditorium, will be relocated to the Family Activity Center in order to utilize the existing Cultural Center more efficiently for visitors to the BAPS Property. Please refer to the architect’s rendering of the existing Cultural Center, Temple and proposed Family Activity Center for a perspective as to the appearance of the Project after completion of

Village President, Kevin Wallace  
Members of the Board of Trustees  
June 26, 2015  
Page 3

the Phase 4 Family Activity Center. The Phase 4 PUD Plan shows the location for the Family Activity Center, which is in the same area designated for this building on the previously approved Concept Plans.

2. Modification of PUD to Allow Phase 3A Parking and No Additional Spaces: Final plans for the parking portions of Phase 2 on the Mandir Site were approved at the time of the Annexation Agreement, and that portion of the parking lot and related improvements have been completed (presently there are a total of 725 spaces on the Mandir Site), including related landscaping and lighting plans, all of which was completed. In addition to these improvements, Phase 3B which consisted of the connection of the Property to the Village water and sewer systems and removal of the existing septic field and system that served the Mandir Site (formerly located under the area designated for the Phase 3A portions of the parking lot) have been completed. Construction of the 96 additional Phase 3A parking spaces will be coordinated with the construction of the Phase 4 Family Activity Center so that they are completed by that date (final engineering for these spaces was approved at the time the Phase 2 final engineering was completed). Upon completion of these additional 96 parking spaces, the Mandir Site will contain 821 spaces in total (see Phase 4 Final PUD Plan).

BAPS is seeking approval of the Final Phase 4 PUD with a total of 821 spaces rather than the number required under the Village's Zoning Code. Due to the unique nature of the proposed Family Activity Center, at this time, BAPS does not have the precise number of spaces the Village's Zoning Code requires. It is waiting for the Village staff to advise BAPS as to the number of spaces the Village's Zoning Code will require after the staff's preliminary review of the Application and Plans submitted. However, BAPS does not expect additional passenger cars needing to be parked will be generated by the additional Phase 4 Building, due to the fact that the programming is primarily for children who will arrive with their parents, and many of the activities are currently housed in other existing buildings.

#### **Short Rationale for Approvals Requested**

As will be demonstrated at the public hearings and meetings that will be scheduled to review BAPS requests, the requests will meet the various standards established by the Village's Zoning Ordinance, and will enhance the quality of commercial development and growth of the Village. Each of the standards to be met when the Village reviews a final PUD and a request for a modification of the type being requested here (required number of parking spaces). BAPS has provided a traffic study dated June 25, 2015 conducted by Gewalt Hamilton Associates, Inc. ("GWA") which demonstrates that, except during certain peak times, the 821

Village President, Kevin Wallace  
Members of the Board of Trustees  
June 26, 2015  
Page 4

spaces will be more than adequate to serve the needs of BAPS even after construction of the Family Activity Center. Even during the peak time periods noted in GWA's traffic study, the 821 spaces that will be provided on-site after the completion of the Phase 4 Building and the Phase 3A spaces, will exceed anticipated demand for more than 7 years. There is no certainty as to whether the growth that has occurred in the past, which GWA relied upon to draw its conclusion as to the capacity, will continue. During those few times where BAPS existing parking spaces are not sufficient (on weekends or legal holidays), BAPS has traditionally obtained the right to use additional parking from the nearby high school, golf course or churches, depending on the needs, and shuttle buses are provided by BAPS to bring people into and out of the Property.

The Mandir Site is large and heavily landscaped with front and side yards well in excess of those required under the Zoning Code – even exceeding those required for buildings that are the height of the Temple and the Cultural Center. The architecture is stunningly unique and draws many visitors from the Chicago metropolitan area and around the world. Approving the development of the Phase 4 Family Activity Center for the Property will complete the symmetry that was envisioned by BAPS for the Mandir Site (see concept elevation plan submitted) and the types of uses planned for the Family Activity Center will allow BAPS to provide for additional programming for its members and guests and enhance the health, safety, morals and general welfare of the Village. Taken together, the entire Project, including its existing and proposed Phase 4 Family Activity Center uses, is compatible with and consistent with the mix of residential and commercial uses in the vicinity.

The existing and proposed uses for the Mandir Site are also consistent with the Village's Comprehensive Plan, as well as the Preliminary PUD approved by the Village in 2012. The Mandir Site was designated by the Village in 2004 for Municipal/Institutional uses, and the existing and proposed future uses for the Mandir Site are institutional – a religious institution.

The Project will not in any way impede or injure the use of other properties in the area. The Mandir Site is already partially developed and the proposed future buildings and other projects are within the site itself and set back significant distances from the neighboring properties. Beautifully landscaped perimeters will be added adjacent to the additional parking spaces added as part of Phase 2 for the Mandir Site, and with the construction of the Phase 4 Family Activity Center, additional landscaping will be added to the Mandir Site (see Land scape Plan submitted). The location of the Property is appropriate for the current and planned uses, as it fronts on two major streets/highways near their intersection, but far enough away that the drives into the Property do not interfere with traffic on these roadways. The developments are also of a size and scale that they will not impair or injure the development or use of other nearby properties.



Village President, Kevin Wallace  
Members of the Board of Trustees  
June 26, 2015  
Page 5

BAPS has more than a decade-long track record of operating and maintaining the Mandir Site to the highest standards. Immaculate landscaping, beautiful and unique architecture and careful stewardship of the land and all of the other structures and improvements on the Property demonstrate the commitment BAPS has and will continue to focus on high-quality maintenance and care for the facilities on the Mandir Site.

Additional testimony and evidence addressing the standards to be met will be provided at the public hearings. Such testimony and evidence will demonstrate the existing and proposed development will fully comply with the Village's requirements.

#### **Summary of Enclosures**

Enclosed please find the Development Application signed on behalf of BAPS, along with the Development Application Packet Checklist that has been annotated as to the items included (or not included and the reasons why). BAPS looks forward to working with the staff and appointed and elected officials of the Village to obtain the approvals that are required for BAPS to take the next step to completing the development of the Mandir Site.

We would also appreciate it if you could initiate the Village procedures for processing the Development Application. Please let me know if you need additional information.

Very truly yours,

A handwritten signature in black ink that reads "Janet M. Johnson".

Janet M. Johnson

Enclosures

cc: Yagnesh Patel  
BAPS Mandir Management  
Thakor Patel  
Roberta Grill



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

(Please type or complete in blue or black ink.)

For Office Use Only  
Case # 15-13  
RECEIVED  
COMMUNITY DEVELOPMENT  
JUN 29 2015  
VILLAGE OF  
BARTLETT

**PROJECT NAME** BAPS Chicago- Phase 4

### PETITIONER INFORMATION

**Name:** BAPS Chicago, LLC

**Phone:** 630-213-2277

**Address:** 1851 S IL 59 (Pramukh Swami Road)

**Fax:** 630-213-2088

Bartlett, IL 60103

**Mobile:** 630-740-7876

Attn: Yagnesh Patel

**Email:** yagnesh.patel@gmail.com

### PROPERTY OWNER INFORMATION

**Name:** Same as Above

**Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

\_\_\_\_\_

**Mobile:** \_\_\_\_\_

\_\_\_\_\_

**Email:** \_\_\_\_\_

### ACTION REQUESTED (Please check all that apply.)

- |  |  |
|--|--|
| <input type="checkbox"/> Annexation                        | <input type="checkbox"/> Special Use (please describe) _____ |
| <input checked="" type="checkbox"/> PUD (preliminary)      | <input type="checkbox"/> Variation (please describe) _____   |
| <input checked="" type="checkbox"/> PUD (final)            | <input type="checkbox"/> Rezoning from _____ to _____        |
| <input type="checkbox"/> Subdivision (preliminary)         | <input type="checkbox"/> Text Amendment                      |
| <input type="checkbox"/> Subdivision (final)               |  |
| <input type="checkbox"/> Site Plan                         |  |
| <input type="checkbox"/> Unified Business Center Sign Plan |  |
| <input type="checkbox"/> Other (please describe) _____     |  |

**SIGN PLAN REQUIRED?** (Please Circle.) Yes or No

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

### PROPERTY INFORMATION

**Common Address/General Location of Property:** 1851 S. IL 59  
(EAST OF IL 59, SOUTH OF ARMY TRAIL RD.)

Property Index Number ("Tax PIN"/"Parcel ID"): See Attached Exhibit A

Zoning: Existing: ER-1 Land Use: Existing: Religious Institution  
(Refer to Official Zoning Map)

Proposed: ER-1 Proposed: Religious Institution

Comprehensive Plan Designation for this Property: Municipal/Institutional  
(Refer to Future Land Use Map)

Acreage: 29.954

**For PUD's and Subdivisions:**

No. of Lots/Units: 1

Minimum Lot: Area See PUD Plan Width \_\_\_\_\_ Depth \_\_\_\_\_

Average Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

**APPLICANT'S EXPERTS** (Including name, address, phone, fax and email; mobile phone is optional)

**Attorney** Janet M. Johnson

Schiff Hardin LLP

233 South Wacker Drive, Suite 6600

Chicago, Illinois 60606

**Engineer** VantagePoint Engineering, LLC

18311 North Creek Drive, Suite F

Tinley Park, IL 60477

Thakor Patel - Phone: 630-520-2227 Email - patel@vpeng.com

**Surveyor** VantagePoint Engineering, LLC

18311 North Creek Drive, Suite F

Tinley Park, IL 60477

**Land Planner** N/A

Other

---

---

---

---

---

**FINDINGS OF FACT (Standards)**

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

**\*\*PLEASE FILL OUT THE FOLLOWING FINDINGS OF FACT AS THEY\*\*  
\*\*RELATE TO YOUR CASE.\*\***

## FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENTS

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

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

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

The location for the Phase 4 Building was approved under Village Ordinance # 2012-72.

---

See Preliminary/Final PUD Plan BAPS Phases 1, 2 and 3A prepared by SPACECO, Inc. dated September 30, 2011,

---

last revised May 25, 2012 ("Approved PUD") attached as Exhibit D to Ordinance #2012-72 and the Phasing Plan BAPS Temple and

---

Yogi Plaza prepared by SPACECO, Inc. dated September 30, 2011, last revised May 25, 2012 ("Approved Phasing Plan").

---

See also Phase 4 Concept Elevation attached as Exhibit F-1 to Village Ordinance # 2012-72. The uses planned are for family friendly activities and religious instruction classrooms.

2. The Planned Unit Development will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

The location for the Phase 4 Building was approved under Village Ordinance # 2012-72 via

---

the Approved PUD (Exhibit D), the Approved Phasing Plan (Exhibit E) and the Phase 4 Concept Elevation attached as Exhibit F-1 to

---

Village Ordinance # 2012-72. There is no on-street parking on any of the highways and roads surrounding the Mandir

---

Site (the 29.95 +/- acre site of which the Phase 4 tract of land is a part), the peak time periods for use of the Phase 4 building

---

will be evenings and weekends. It is intended to be a facility for use by families, guests and worshippers at the BAPS Mandir. The building will not be very visible from most neighbors due to existing landscaping, distance from property lines and land elevation.

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

The Preliminary PUD and special use in the Village's ER-1 Zoning District for the Phase 4

---

Building was approved under Village Ordinance # 2012-72 ("Special Use Permit"). The only variation requested in this Application

---

is to approve a reduction in the required number of parking spaces because the same individuals who attend worship services

---

and other events at the existing Phase 1 Buildings are expected to use the Phase 4 Building on weekends, and the other

---

peak times for use of the Phase 4 Building will be evenings when there are fewer worshippers at the Mandir. Another key reason for building the Phase 4 Building is to alleviate crowding of existing facilities at the weekend peak times (i.e., to spread out the current attendees among more square feet), which will not require additional parking spaces.

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

The proposed uses for the Phase 4 Building (family life center) were approved in concept under Village Ordinance # 2012-72 and are consistent with a religious institutional uses allowed under the Special Use Permit. The proposed uses for the Phase 4 Building were also approved pursuant to Paragraph 14.B of the Annexation Agreement approved under Village Ordinance # 2012-70 ("Annexation Agreement").

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

The Phase 4 Building proposed uses are consistent with those allowed under the Special Use Permit, and are consistent with the uses permitted under Paragraph 14.B of the Annexation Agreement, which approved the use as a "family activity center, including all or any of the following uses: gymnasium, auditorium, meeting rooms and other uses consistent with those appropriate for family activities offered to BAPS' members and the community."

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

The Phase 4 Building location is as approved under Village Ordinance # 2012-72 and the Annexation Agreement. See also responses to Items 2, 3 and 5 above. Providing a secure location where families can participate in age-appropriate activities either together or at the same time will benefit the health, safety and welfare of the entire community.

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

The location of the Phase 4 Building hundreds of feet inside the boundaries of a parcel exceeding 29 acres in size will not affect the future development or use of the surrounding properties. Its height will be shorter than that of the Mandir and its position within the overall Mandir site is such that it will not be readily visible outside the boundaries of the Mandir site, and those boundaries closest to the Phase 4 Boundaries are currently planted with numerous trees and other landscaping.

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

Per Paragraph 2.H of the Annexation Agreement approved and recorded under Village Ordinance # 2012-70, impact fees are only required for new commercial buildings developed in Phases 5 and 6. Accordingly, only normal building permits and plan review fees are required for the Phase 4 Building and any other buildings on the Mandir Property.

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

The drainage and other utilities, including water, sanitary sewer and storm water detention have been previously constructed as part of Phases 1 through 3, other than customary service lines to serve the Phase 4 Building. The Storm Water Management Report for Phases 1, 2 and 3A prepared by SPACECO, Inc. dated October 2011 and last revised June 27, 2012 has been updated by the storm water calculations on the Preliminary Engineering Plan dated June 26, 2015 prepared by VantagePoint Engineering.

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

Parking to serve the Phase 4 Building has been provided in Phases 2 and 3. Access to the Phase 4 Building site was provided in Phase 1. A variance is being sought to allow existing and new Phase 3A parking (previously engineered, but to be constructed at the same time as Phase 4) to suffice. A traffic impact study as required pursuant to Paragraph 14.B of the Annexation Agreement prepared by Gewalt Hamilton Associates, Inc. dated June 15, 2015 is attached.

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

The Phase 4 building site is part of a large PUD comprising approximately 37.41 acres, of which approximately 29.95 acres (the "Mandir Property" as defined in the Annexation Agreement) are within the ER-1 Zoned Portion that includes the approximately 1.53 acre Phase 4 building site. The size of the Mandir Property exceeds the minimum acres required for the approved Special Use in the ER-1 Zoning District under Village Ordinance # 2012-72.

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

BAPS has a history of completing other Phases approved under the Annexation Agreement that were pre-conditions to development of Phase 4, including extension of sanitary sewer and water facilities to the Property (Phase 3) and a large addition to the parking lot and outdoor recreation areas (Phase 2) of the approved Final PUD portions of the entire project. BAPS also has a long-standing history of properly maintaining

Phase 1 of the entire project, which was developed prior to annexation of the entire Property by the Village.

**ACKNOWLEDGEMENT**

The undersigned hereby acknowledges he/she is familiar with the code requirements which relate to this petition and certifies that this submittal is in conformance with such code(s). He/she further understands that any late, incomplete or non-conforming submittal will not be scheduled on an agenda.

SIGNATURE: Vikram Patel  
PRINT NAME: VIKRAM PATEL  
DATE: June 26, 2015

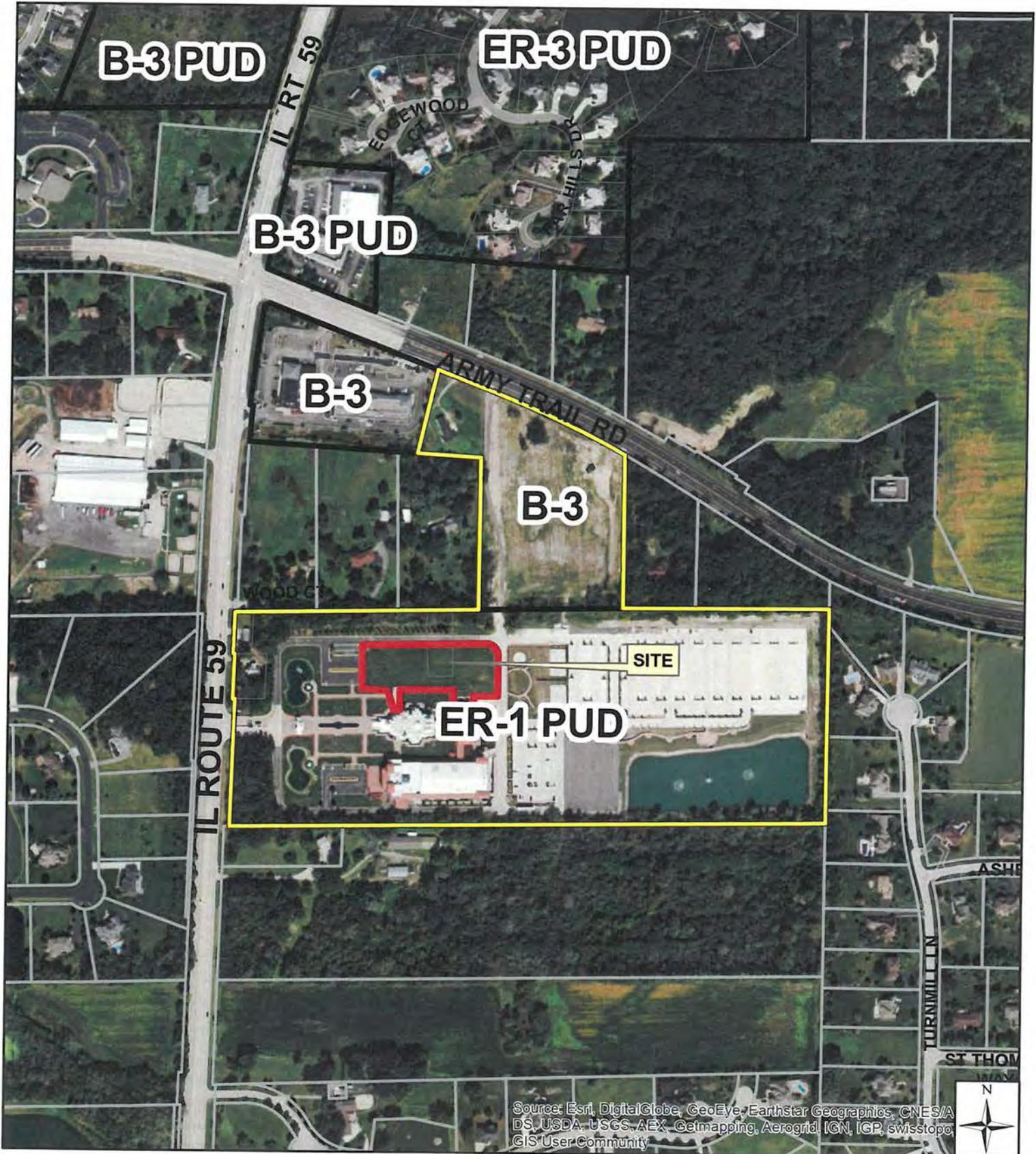
**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

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

NAME OF PERSON TO BE BILLED: BAPS Chicago, LLC  
ADDRESS: 1851 S IL 59 (Pramukh Swami Road)  
Bartlett, IL 60103  
PHONE NUMBER: 630-213-2277  
SIGNATURE: Vikram Patel  
DATE: June 26, 2015

# Case #2015-13

## BAPS-Phase 4



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, GIS User Community





# Agenda Item Executive Summary

Item Name      BAPS Final PUD Plan - Phase 4      Committee or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The Petitioner is requesting a **Final PUD Plan** review for Phase 4 for a Family Activity Center to be constructed on the BAPS property located along the east side of Rt. 59 and south of Army Trail Road.

The Plan Commission reviewed the Petitioner's request at their meeting on August 11, 2016. The Commission recommended **approval** subject to the conditions and findings of fact outlined in the Staff Memo.

*Staff is requesting the Petitioner's request be forwarded directly to the Village Board to expedite the construction of the Family Activity Center.*

## ATTACHMENTS (PLEASE LIST)

Ordinance with Exhibits, Staff Report, Minutes from the August 11, 2016 Plan Commission Meeting, Applicant's Letter, Application, Location Map, Concept Plan (2012), Phasing Plan (2012), Final PUD Plan, Building Elevations, Landscape Plan, Floor Plans, the Gewalt Hamilton Traffic Study and Comments from the Village's Traffic Consultant (Coulter Transportation)

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Motion
- Ordinance - move to approve **ORDINANCE 2016- \_\_\_\_\_ AN ORDINANCE APPROVING OF THE FINAL PUD PLAN FOR PHASE 4 FOR THE BAPS MANDIR PROPERTY**

Staff:      Jim Plonczynski, Com Dev Director

Date:      9/6/2016

ORDINANCE 2016 - \_\_\_\_\_

AN ORDINANCE APPROVING OF THE FINAL PUD PLAN FOR PHASE 4 FOR  
THE BAPS MANDIR PROPERTY

---

**WHEREAS**, BAPS Chicago, LLC (the "Owner") is the owner of record of real estate comprising approximately 38.95+/- acres (excluding right-of-way) located in DuPage County Illinois, 29.95+/- acres of which is legally described on **Exhibit A** attached hereto and made a part hereof (the "Mandir Property"); and

**WHEREAS**, on September 18, 2012, the Corporate Authorities passed Ordinance #2012-72 approving of the Phasing Plan for the Future Development of Phases 4, 5 and 6 ("the Phasing Plan") attached hereto as **Exhibit B** and a Concept Plan for Phase 4 ("the Concept Plan") attached hereto as **Exhibit C**, which together served as the Preliminary PUD Plan for Phase 4; and

**WHEREAS**, Janet M. Johnson, attorney for and on behalf of the Owner, has filed a petition for a Final PUD Plan for Phase 4 of the Mandir Property that complies with both the Phasing Plan and the Concept Plan; and

**WHEREAS**, the Plan Commission reviewed the Phase 4 Final Planned Unit Development on the Mandir Property on August 11, 2016 and recommended to the Corporate Authorities that the request be approved subject to the conditions and findings of fact set forth in its report;

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

**SECTION ONE:** The Corporate Authorities do hereby make the following findings of fact with respect to the Final Planned Unit Development for Phase 4 of the Mandir Property:

- A. The Planned Unit Development 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 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 the religious uses and facilities, parking facilities, and ancillary uses and facilities, gazebos and the outside recreational areas on the Property. The uses proposed in Phase 4 of the development are permitted in the Village's ER-1 Estate Residence District. The Planned

Unit Development is further intended to encourage the beneficial integration of different compatible land uses at a proper scale and to encourage better design, provision of amenities of open space and the efficient use of public services through the use of planned unit development procedures which the Owner intends to utilize with the development. The intensity and profile of the development within this Planned Unit Development are compatible with all adjacent uses.

- B. Comprehensive Plan. The BAPS proposed religious uses and facilities that are a part of the Phase 4 Final Planned Unit Development conform to the Village's Comprehensive Plan which identifies religious institutional uses for the Property, and conforms to the general planning policies and precedents of the Village, including, but not limited to, land use policies; land use intensity; traffic impact and parking; impact on schools; public utilities and facilities; and the character of the Village and the specific neighborhood;
- C. Permitted Uses. The proposed religious uses and facilities that are a part of the Phase 4 Final Planned Unit Development on the Mandir Property are permitted in the ER-1 Estate Residence Zoning District, and are a permitted or special use in the district or districts in which the Planned Unit Development is proposed to be located.
- D. Public Welfare. The proposed religious uses and facilities that are a part of the Phase 4 Final Planned Unit Development of the Mandir Property are so designed, located and proposed to be operated and maintained that the public health, safety and welfare will not be endangered or detrimentally affected.
- E. Impact on Other Property. The proposed religious uses and facilities that are a part of the Phase 4 Final Planned Unit Development of the Mandir Property will 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.
- F. Support Facilities. The proposed religious facilities that are a part of the Phase 4 Final Planned Unit Development will connect to the Village's municipal water system and adequate drainage has been provided for the proposed uses.
- G. Parking and Traffic. The proposed BAPS religious uses and facilities, that are a part of the Phase 4 Final Planned Unit Development for the Mandir Property, make adequate provision for the safe movement of pedestrians within the site, and parking and ingress and egress and are so designed as to minimize traffic congestion and hazards in the public streets.

- H. Adequate Buffering. The proposed BAPS religious uses and facilities, that are a part of the Phase 4 Final Planned Unit Development for the Mandir Property, provide adequate site area and other buffering features to protect the uses within the development and on surrounding properties. There is a sufficient mixture of grass, trees and shrubs within the interior or perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses.
- I. Performance. There shall be reasonable assurance that the project will be completed in a timely manner and adequately maintained.
- J. Donations. The Owner will not be required to make donations in accordance with the Village's Residential Donation Ordinance.

**SECTION TWO:** That the Final PUD Plan for Phase 4 ("Final Development Plan") prepared by Advantage Consulting Engineers, LLC, dated June 9, 2016, last revised July 5, 2016, a copy of which is attached hereto as **Exhibit D**; the Building Elevations prepared by Rangwala Architects, dated 3/22/2016, last revised 7/5/2016, a copy of which is attached hereto as **Exhibit E**; the Landscape Plans prepared by Krogstad Land Design Limited, dated 2/13/2015, last revised 7/5/2016, a copy of which is attached hereto as **Exhibit F** and the Floor Plans prepared by Rangwala Architects, dated 3/22/2016, last revised 7/5/2016, a copy of which is attached hereto as **Exhibit G** are hereby approved as a Final Development Plan for Phase 4 pursuant to Section 10-9-7.C of the Zoning Ordinance with respect to the development of the Mandir Property consisting of a family activity center, landscaping and lighting, subject to the conditions set forth in Section Three of this Ordinance.

**SECTION THREE:** That the findings in Section One of this Ordinance and the approval of the Final Development Plan for Phase 4 in Section Two of this Ordinance are based upon and are hereby made contingent upon the satisfaction of the following conditions:

- A. Village Engineer approval of the Phase 4 Final Engineering Plans which shall conform to the Village's ordinances, including the DuPage County Stormwater and Flood Plain Ordinance, as amended, which is expressly incorporated in the Bartlett Subdivision and PUD Ordinance and made applicable to all property in the Village of Bartlett and to unincorporated property lying within 1-1/2 miles of its corporate limits ;
- B. Completion of the 96 parking spaces within Phase 3A prior to the issuance of an occupancy permit for Phase 4;
- C. The landscaping of the Property shall be provided, planted, completed and maintained in accordance with the Landscape Plan;

- D. Landscaping shall be installed at the time of construction for Phase 4 of the Mandir Property. If the landscaping cannot be installed at the time of construction, a written proposal or contract from a landscape contractor to install or complete the landscaping on Phase 4 of the Mandir Property, within one year from the issuance of an occupancy permit, weather permitting, shall be submitted to the Community Development Department for review and approval by the Village Arborist, and a bond or cash deposit posted in an amount equal to 110% of said proposal or contract as approved by the Village Arborist to guaranty its future installation and or completion, weather permitting;
- E. The Village will continue to monitor the parking demand on the BAPS Property (Phases 1, 2, 3A and 4) once Phase 4 has been completed. The Village may require the Petitioner to construct additional parking (on the Yogi Plaza Site – Phase 5) prior to the year 2023 (when peak parking demand may exceed the parking supply on-site) and/or when the parking demand reaches 97% capacity (796 spaces utilized); and
- F. The petitioner shall obtain all required building permits;

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED: September 6, 2016**

**APPROVED: September 6, 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 Ordinance 2016-\_\_\_\_\_ enacted on September 6, 2016 and approved on September 6, 2016, as the same appears from the official records of the Village of Bartlett.

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

## EXHIBIT "A"

### LEGAL DESCRIPTION OF MANDIR PROPERTY

LOT 1 EXCEPTING THEREFROM THE WESTERLY 67 FEET THEREOF AS DESCRIBED IN CONDEMNATION CASE NO. 93 ED 23 FILED MAY 5, 1992) IN MALLARD MEADOWS, BEING A SUBDIVISION OF PART OF SECTIONS 21 AND 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1951 AS DOCUMENT 634139, IN THE COUNTY OF DUPAGE IN THE STATE OF ILLINOIS.

THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, SAID POINT BEING ON THE NORTH LINE OF LOT 1 OF MALLARD MEADOWS SUBDIVISION RECORDED AS DOCUMENT 634139; THENCE WESTERLY ALONG THE NORTH LINE OF SAID QUARTER SECTION AND NORTH LINE OF SAID LOT 1, 1175.7 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1, AT AN ANGLE OF 88 DEGREES 02 MINUTES 00 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 132.10 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE OF LOT 1; THENCE EASTERLY ALONG A WESTERLY LINE OF SAID LOT 1, AT AN ANGLE OF 88 DEGREES 51 MINUTES 00 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 47.80 FEET TO AN ANGLE POINT IN THE SAID WESTERLY LINE OF LOT 1; THENCE SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1, AT AN ANGLE OF 88 DEGREES 05 MINUTES 00 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 144.90 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE OF LOT 1; THENCE WESTERLY ALONG A WESTERLY LINE OF SAID LOT 1, AT AN ANGLE OF 93 DEGREES 32 MINUTES 00 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 101.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AT AN ANGLE OF 87 DEGREES 06 MINUTES 30 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 147.71 FEET TO AN ANGLE POINT IN SAID EASTERLY RIGHT OF WAY LINE; THENCE WESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, AT AN ANGLE OF 88 DEGREES 43 MINUTES 30 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 5.00 FEET TO AN ANGLE POINT IN SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, AT AN ANGLE OF 88 DEGREES 43 MINUTES 30 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 135.34 FEET TO THE SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 21; THENCE EASTERLY ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER, AT AN ANGLE OF 88 DEGREES 09 MINUTES 30 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 59.47 FEET TO THE POINT OF BEGINNING, IN THE COUNTY OF DUPAGE IN THE STATE OF ILLINOIS.

Permanent Real Estate Index Nos.: 01-21-201-013, 01-21-201-024, 01-21-201-025, and 01-21-201-026.

ILLINOIS ROUTE 59

ILLINOIS ROUTE 59

NOT INCLUDED

NOT INCLUDED  
WOOD SUBDIVISION

PHASE 6  
FUTURE COMMERCIAL

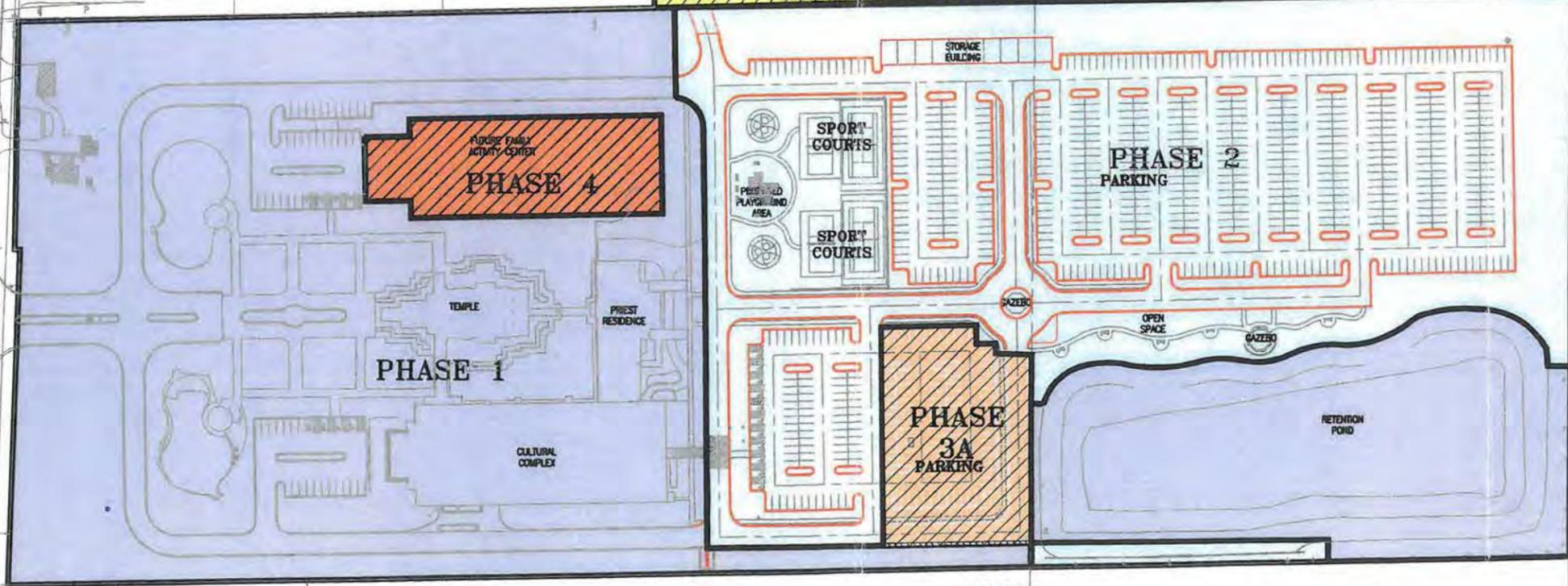
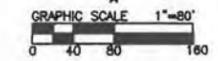
PHASE 5  
FUTURE YOGI PLAZA  
(COMMERCIAL)

NOT INCLUDED

TRAILSIDE ASSESSMENT PLAT

NOT INCLUDED

PROJECT LOCATION



NOT INCLUDED

SMYTHE SETTLEMENT PHASE I

SMYTHE SETTLEMENT PHASE II

SMYTHE SETTLEMENT PHASE III

SMYTHE SETTLEMENT PHASE IV

SMYTHE SETTLEMENT PHASE V

SMYTHE SETTLEMENT PHASE VI

SMYTHE SETTLEMENT PHASE VII

SMYTHE SETTLEMENT PHASE VIII

SMYTHE SETTLEMENT PHASE IX

SMYTHE SETTLEMENT PHASE X

SMYTHE SETTLEMENT PHASE XI

SMYTHE SETTLEMENT PHASE XII

LEGEND

- PHASE 1: (16.38 AC)  
ALL EXISTING IMPROVEMENTS  
INCLUDING TEMPLE, CULTURAL  
COMPLEX, PRIEST RESIDENCE, EXISTING  
PARKING, RETENTION POND  
IMPROVEMENTS
- PHASE 2: (11.61 ACRES)  
PARKING AREA, PLAYGROUND  
AREA, STORAGE BUILDING AND  
PARK AREA, RETENTION POND  
UPGRADE IMPROVEMENTS
- PHASE 3A: (0.98 AC)  
DESIGN/PARKING LAYOUT  
PHASE 3B  
SANITARY SEWER AND WATER MAIN
- PHASE 4: (0.94 ACRES)  
FAMILY ACTIVITY CENTER
- PHASE 5: (6.47 AC)  
FUTURE YOGI PLAZA  
(COMMERCIAL)
- PHASE 6: (0.98 AC)  
FUTURE COMMERCIAL

PHASING PLAN  
B.A.P.S. TEMPLE & YOGI PLAZA

B.A.P.S. HINDU TEMPLE  
BARTLETT, ILLINOIS



**B.A.P.S. CHICAGO, LLC**  
4 N 739 IL ROUTE 59  
BARTLETT, IL 60103

6324  
PH1  
1 OF 1

EXHIBIT B

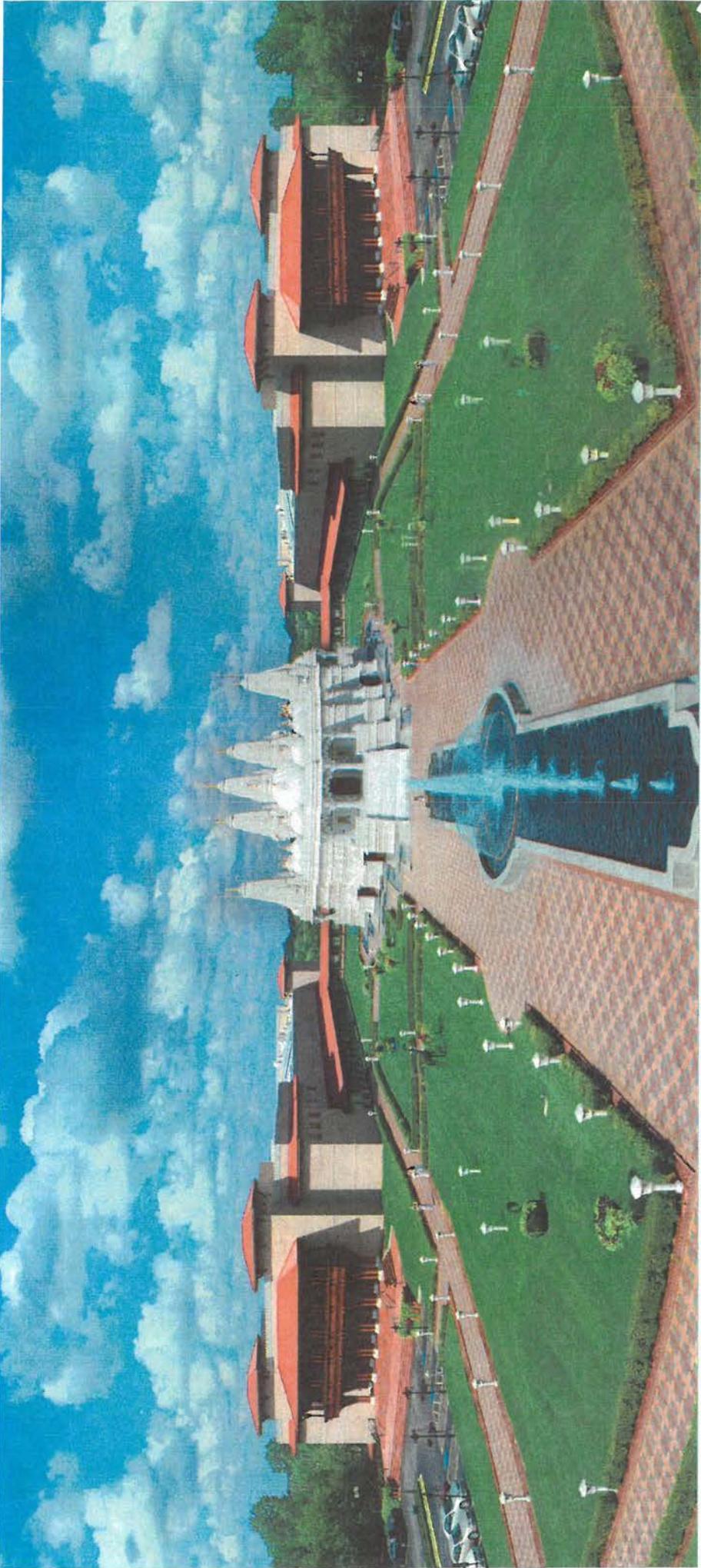
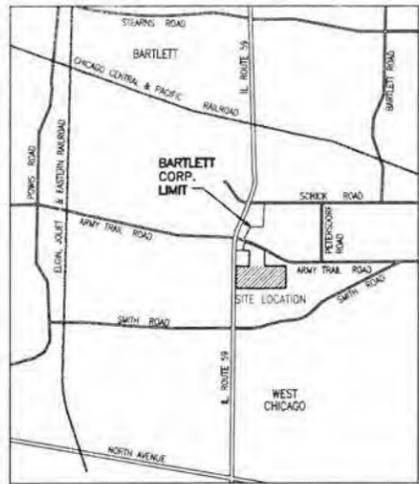


EXHIBIT C

PHASE 4 CONCEPT ELEVATION



PROJECT LOCATION

PARKING SUMMARY - REQUIRED			
BUILDING	COACHES	REQUIRED PARKING SPACES	COMPACT & OTHER PROVIDED
CULTURAL COMPLEX	1,800	10% OF GROSS FLOOR AREA	180
TEMPLE	800	10% OF GROSS FLOOR AREA	80
PHASE 2	1,500	10% OF GROSS FLOOR AREA	150
PHASE 3A	1,500	10% OF GROSS FLOOR AREA	150
TOTAL	5,600		560

PARKING SUMMARY - PROVIDED			
PHASE	REGULAR	COMPACT	TOTAL
PHASE 1	100	10	110
PHASE 2	200	20	220
PHASE 3A	300	30	330
TOTAL	600	60	660

NOTE: PHASE 1 YOUTH CENTER IS UNPROVIDED. THE PARKING REQUIRED WILL BE SUPPLIED BY PHASE 2 YOUTH CENTER. SEE OTHER ZONING ORDINANCES FOR MORE INFORMATION. SEE CITY OF BARTLETT OFFICIAL WEBSITE FOR MORE INFORMATION.

EXISTING BUILDINGS				
EX. BUILDING	FLOOR AREA (S.F.)	MAX. OCCUPANCY	HEIGHT (FT)	NO. OF STOREYS
CULTURAL COMPLEX	99,513 S.F.	1,800	55'	2
TEMPLE	12,500 S.F.	800	75'	2
PRIEST RESIDENCE	28,012 S.F.	25	36'	3

PROPOSED BUILDINGS				
PR. BUILDING	FLOOR AREA (S.F.)	MAX. OCCUPANCY	HEIGHT (FT)	NO. OF STOREYS
STORAGE	6,000 S.F.	0	20'	1
YOUTH CENTER	110,020 S.F.	1,550	55'	2

YOUTH CENTER					
AREA DESCRIPTION	AREA SF	OCCUPANCY RATE	OCCUPANCY	PARKING RATE	PARKING REQUIRED
BASEMENT:					
DISPLAY AREA	7,382	1.5	11	30%	18
RESTROOMS AND STAIRS	1,500	0	0	0	0
KITCHEN	7,800	80 SF/EA	22	30%	7
STORAGE, COOLERS, FREEZERS	25,345	0	0	0	0
WORKSHOP	2,630	300 SF/EA	9	30%	3
MEZZANINE					
OFFICES, 1 EA	714	500 SF/EA	1	275 SF/EA	3
MECH. ROOM/BOILER ROOM/STORAGE	8,065	0	0	0	0
MAIN LEVEL:					
OFFICES, 1 EA	2,108	500 SF/EA	3	275 SF/EA	8
RESTROOMS AND STAIRS	2,615	0	0	0	0
GYMNASIUM AND PL. AREA	14,163	30 SF/EA	28	230 SF/EA	57
CLASSROOMS	8,287	30 SF/EA	41	30%	123
COMMON AREAS	10,640	0	0	0	0
LINK TO PRIEST RESIDENCE	3,482	0	0	0	0
UPPER LEVEL:					
RESTROOMS AND STAIRS	2,238	0	0	0	0
CLASSROOMS	11,713	20 SF/EA	58	30%	176
OFFICES	961	500 SF/EA	1	275 SF/EA	2
TRACK	2,712	1.5	14	250 SF/EA	11
COMMON AREAS	4,081	0	0	0	0
MECHANICAL/STORAGE	3,732	0	0	0	0
TOTAL	110,020		1,550		410

**SITE DATA:**

PROPOSED ZONING: ER-1(PUD)

TOTAL SITE AREA: 29.95 AC

PHASE 1 AREA: 16.36 AC (1.6 AC PH. 4)

PHASE 2 AREA: 11.61 AC

PHASE 3A AREA: 0.98 AC

TOTAL BUILDING AREA: 256,045 S.F.

FAR: 0.196

PARKING REQUIRED: 1,155

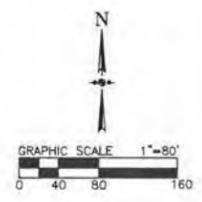
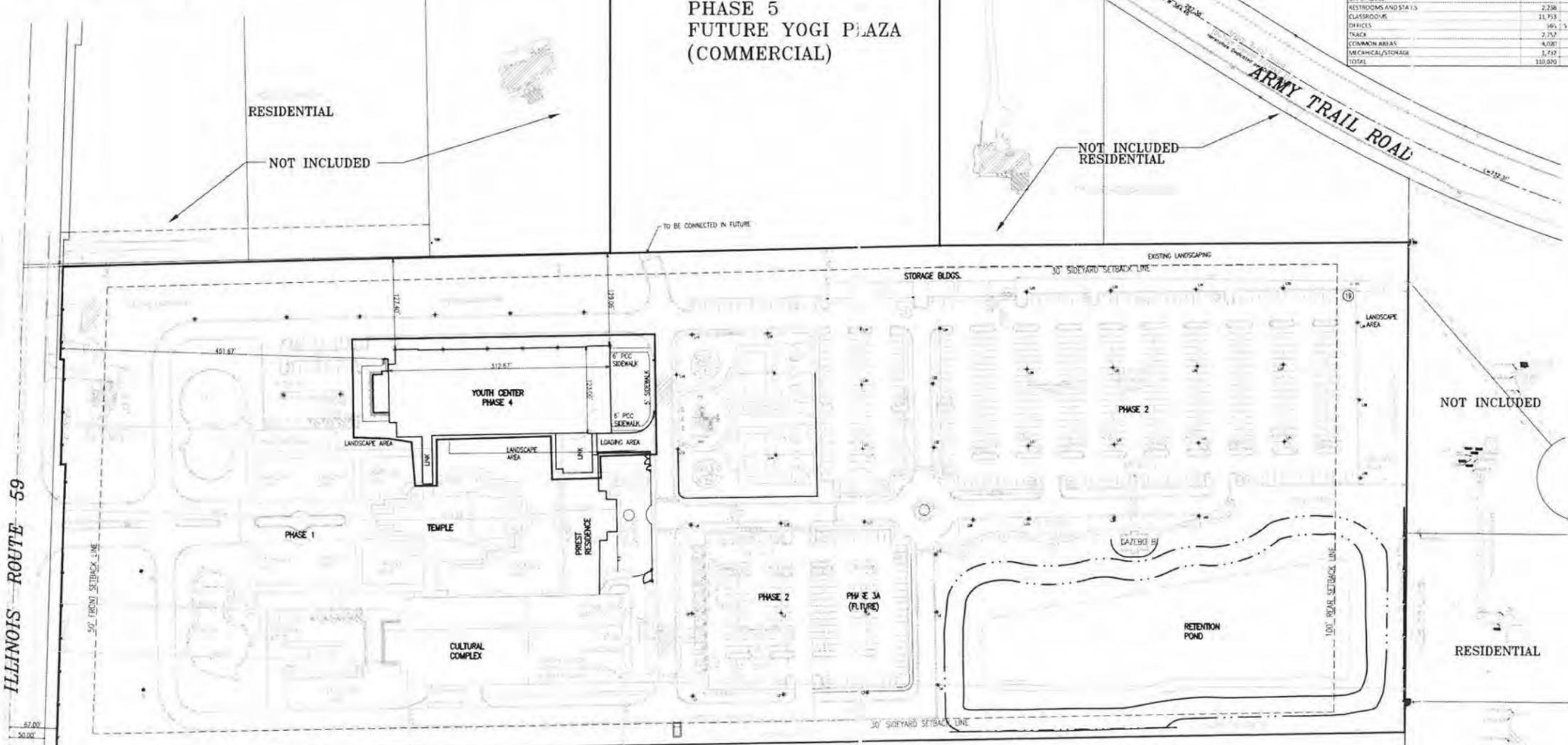
PARKING PROVIDED: 821

RETENTION AREA: 3.91 AC

FRONT SETBACK: 50'

SIDEYARD SETBACK: 30'

REAR YARD: 100'



RECEIVED  
COMMUNITY DEVELOPMENT  
JUL 07 2016  
VILLAGE OF  
BARTLETT

NOT INCLUDED  
RESIDENTIAL

ADVANTAGE CONSULTING ENGINEERS, LLC  
80 MAIN STREET, SUITE 17  
LEMONI, IL 60439  
847-260-4758

PRELIMINARY/FINAL PUD PLAN  
BAPS - PHASE 4  
BAPS HINDU TEMPLE  
BARTLETT, IL

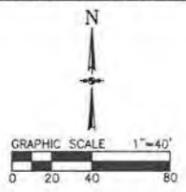
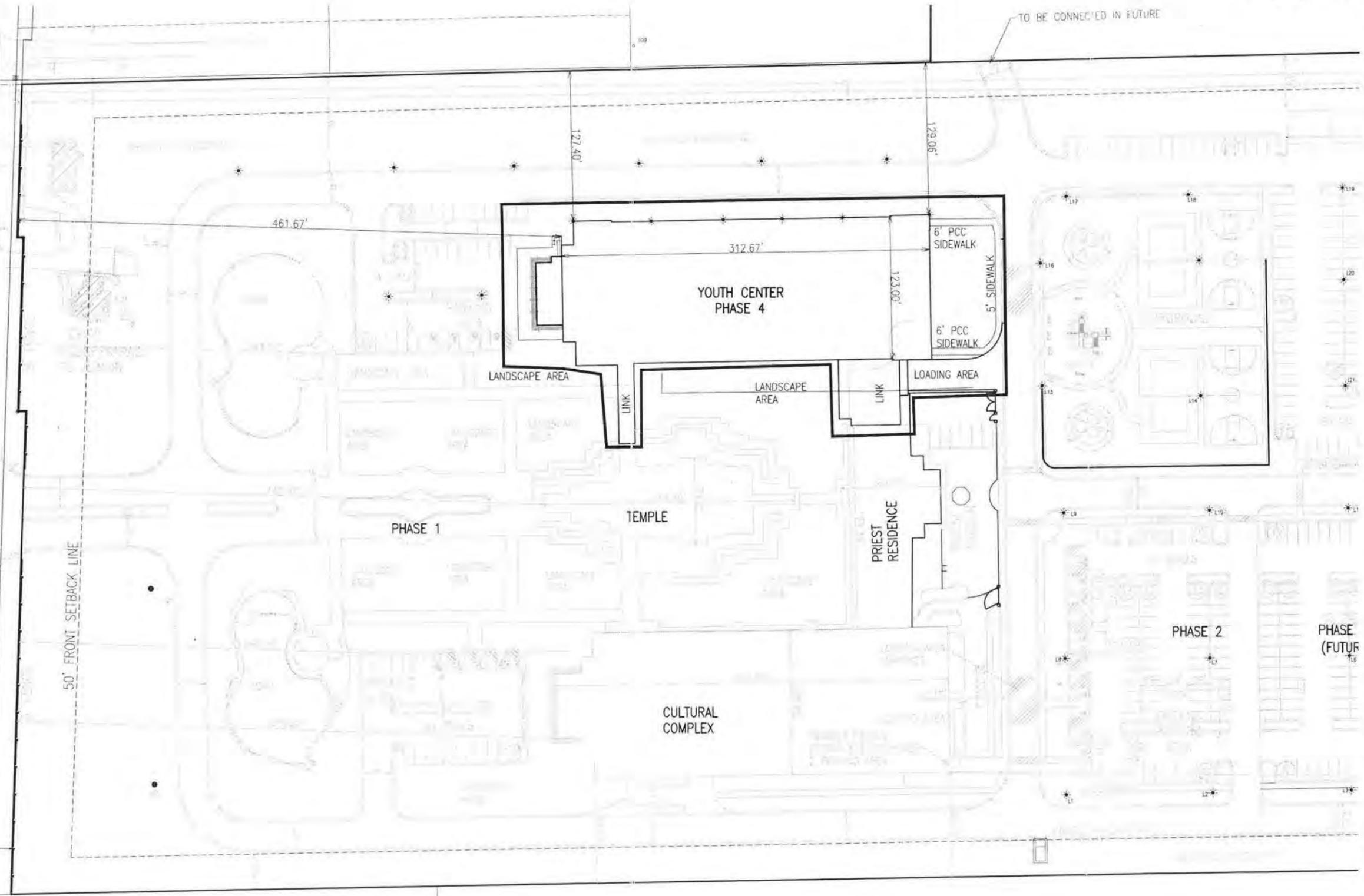
B.A.P.S. DEVELOPMENT, LLC  
1851 S. IL ROUTE 59  
BARTLETT, IL 60103

JUNE 9, 2016  
JOB: 16-009  
SHEET:  
PUD1  
1 OF 2

ILLINOIS ROUTE 59

67.00'  
50.00'

50' FRONT SETBACK LINE



NO.	DATE	REVISIONS
1	07/20/16	ISSUED FOR VALUE

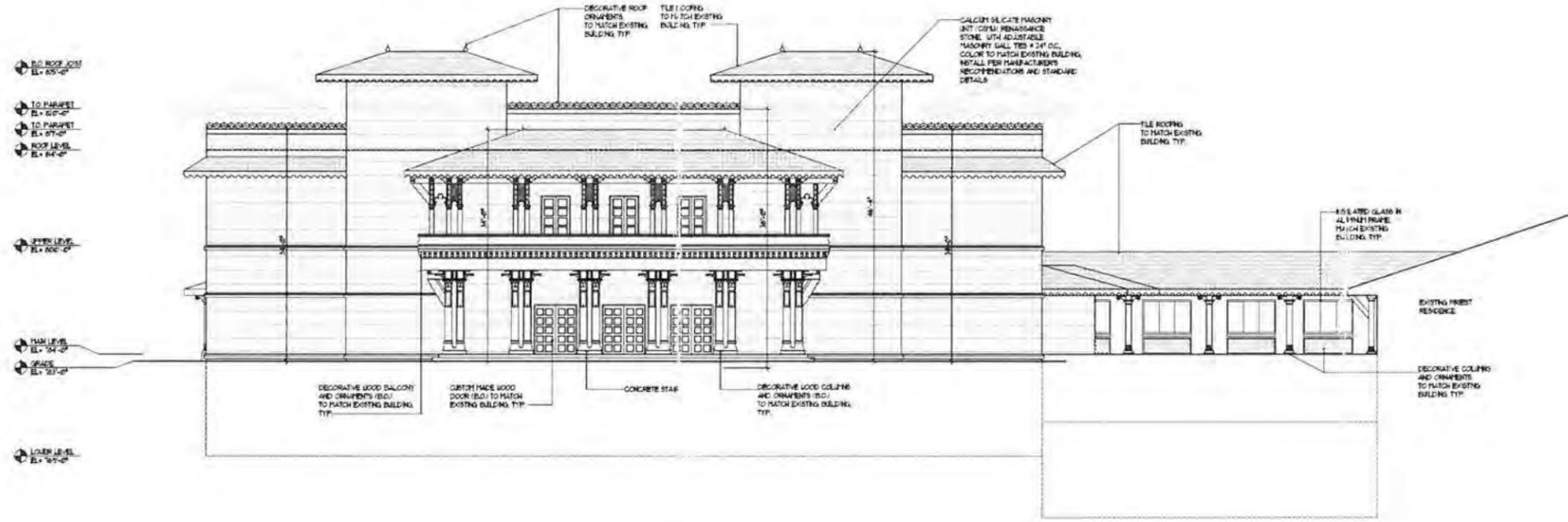
**ADVANTAGE CONSULTING ENGINEERS, LLC**  
 80 MAIN STREET, SUITE 17  
 LEMONT, IL 60439  
 847-260-4758

PRELIMINARY/FINAL PUD PLAN  
 BAPS - PHASE 4  
**BAPS HINDU TEMPLE**  
 BARTLETT, IL

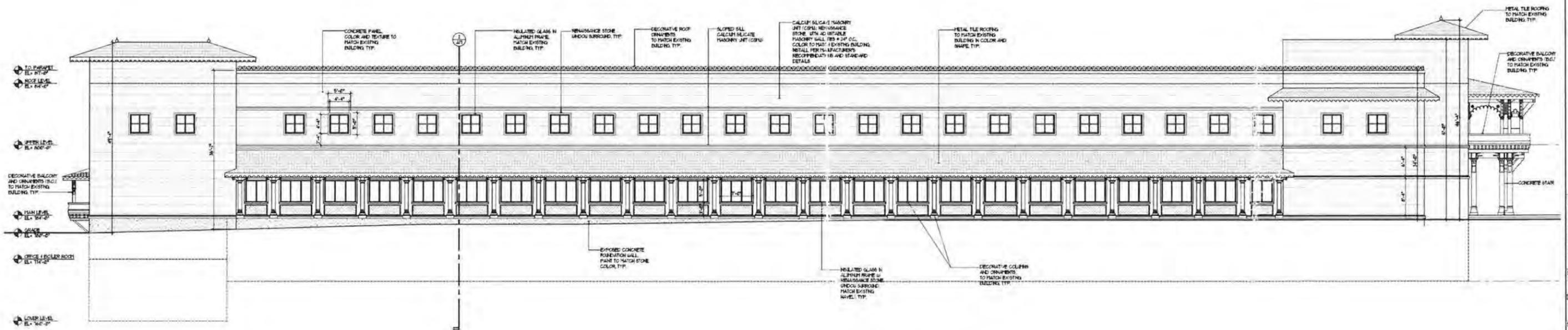
**B.A.P.S. DEVELOPMENT, LLC**  
 1051 S. IL ROUTE 59  
 BARTLETT, IL 60103

JUNE 9, 2016  
 JOB 16-009  
 SHEET:  
**PUD2**  
 2 OF 2

EXHIBIT D



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



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

RANGWALA ARCHITECTS  
ARCHITECTURE SITE PLANNING

201 S. CENTRAL AVE. SUITE 202 ST. LOUIS, MISSOURI  
314.963.7434 RANGWALA.COM

BARTLETT, ILLINOIS 60103

PROPOSED BUILDING DESIGN FOR:  
**BAPS FAC**

1851 S. RTE 59 PRANUKHA SWAMI ROAD

- Revisions
- 1. 05-05-16
  - 2. 05-20-16
  - 3. 05-27-16
  - 4. 06-07-16
  - 5. 06-17-16
  - 6. 06-23-16
  - 7. 06-27-16
  - 8. 07-05-16

Sheet Title:

Exterior Elevations

Drawn By:

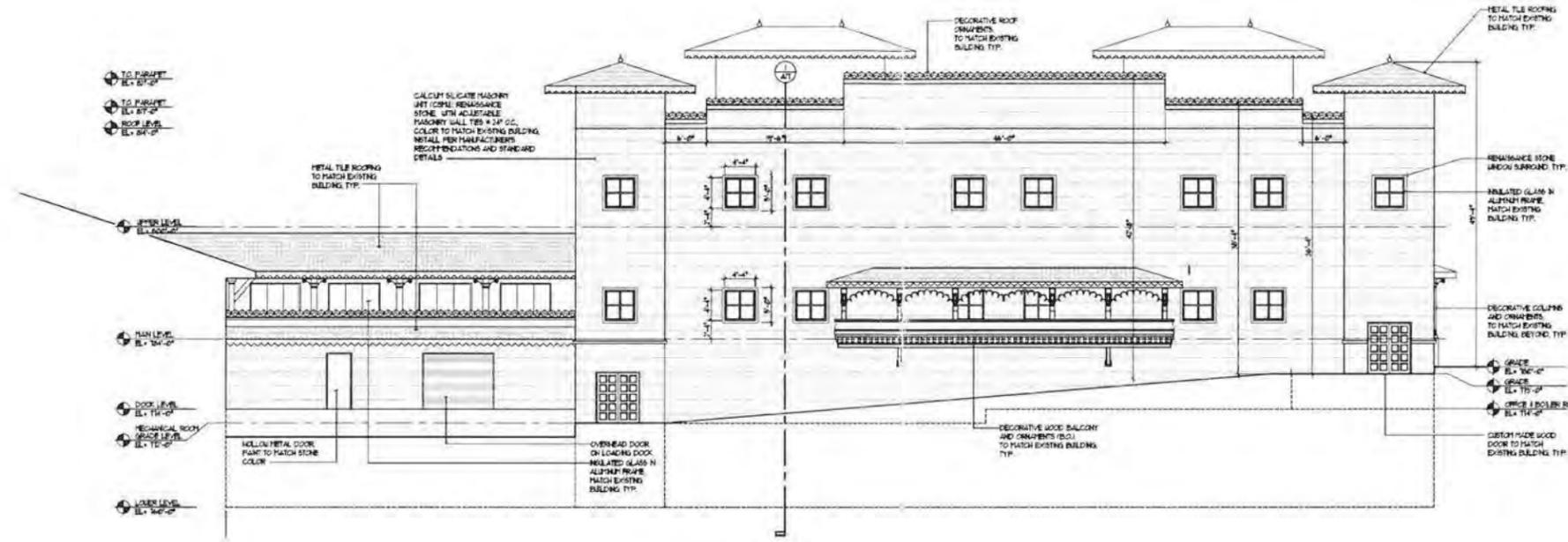
EC

Sheet Number

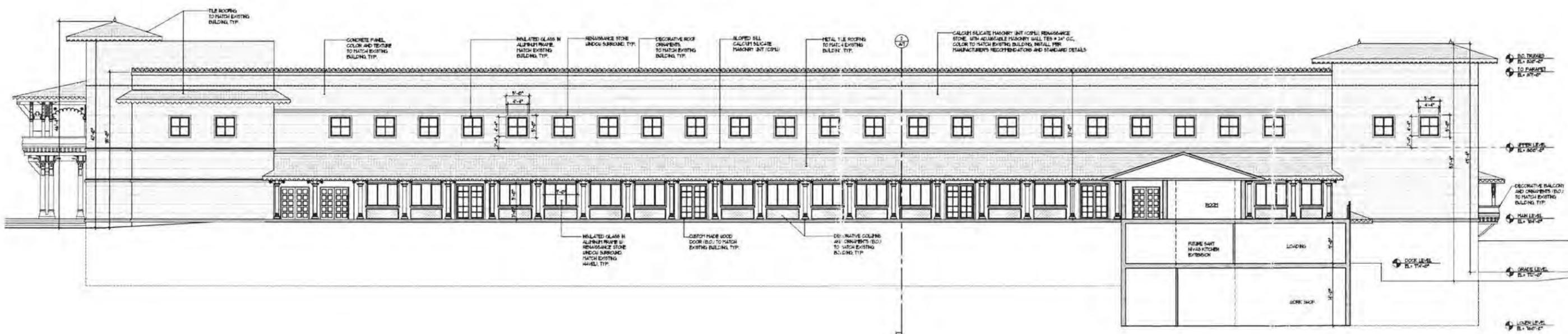
A-10

Date: 03-22-16

Project Number:



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



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

RANGWALA ARCHITECTS  
ARCHITECTURE SITE PLANNING

201 S. CENTRAL AVE. SUITE 400 ST. LOUIS, MO 63105  
(314) 666-8711 (FAX) (314) 666-8712

BARTLETT, ILLINOIS 60103

PROPOSED BUILDING DESIGN FOR:  
**BAPS FAC**

1851 S. RTE 59 PRANUKHA SWAMI ROAD

- Revisions
- 05-05-16
  - 05-20-16
  - 05-27-16
  - 06-07-16
  - 06-17-16
  - 06-23-16
  - 06-27-16
  - 07-05-16

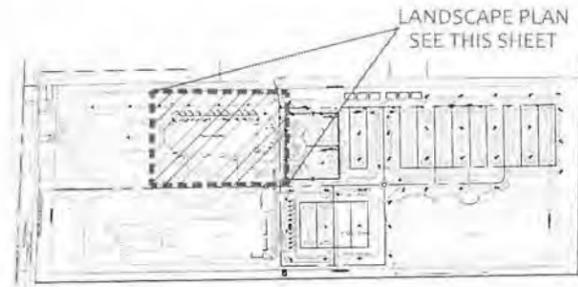
Sheet Title:  
Exterior Elevations

Drawn By:  
EC

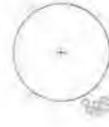
Sheet Number

**A-11**

Date: 03-22-16  
Project Number:



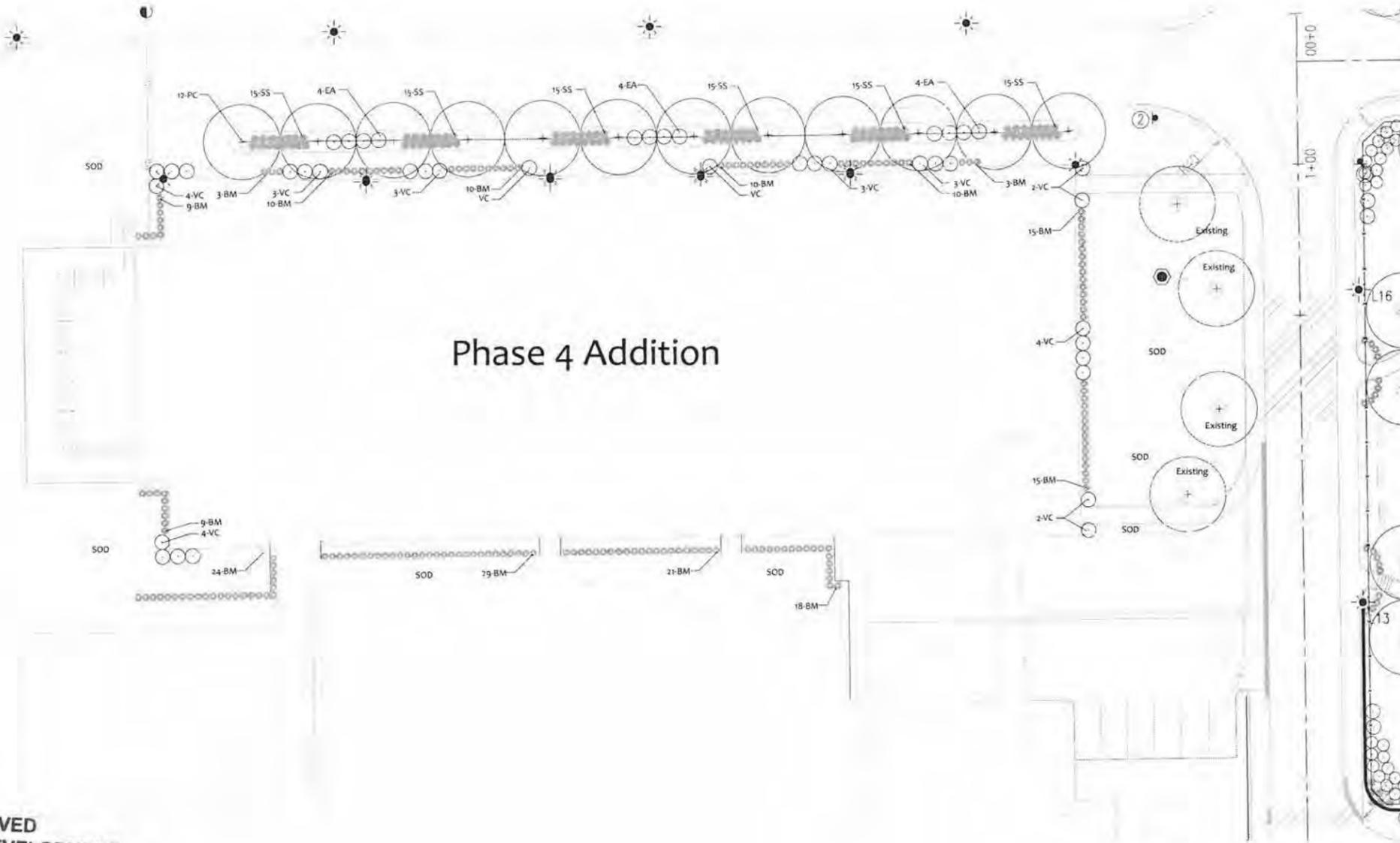
LOCATION PLAN N.T.S.



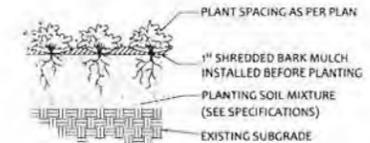
QTY.	SYM.	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
<b>PLANT LIST</b>					
<b>SHADE TREES</b>					
12	PC	<i>Pyrus callieriana</i> 'Chanticleer'	Chanticleer Pear	2-1/2	
<b>EVERGREEN SHRUBS</b>					
186	BM	<i>Buxus microphylla</i> 'Wintergreen'	Wintergreen Boxwood	3 Gal.	
<b>DECIDUOUS SHRUBS</b>					
12	EA	<i>Euonymus alatus</i>	Burning Bush	30"	
30	VC	<i>Viburnum cerasifolium compactum</i>	Compact Spice Viburnum	30"	
<b>ORNAMENTAL GRASSES</b>					
90	SS	<i>Schizachyrium scoparium</i>	Little Blue Stem	3 Gal.	
<b>MISC. MATERIALS</b>					
1,740	Sod			S.Y.	
40		Shredded Hardwood Mulch		C.Y.	

**GENERAL NOTES**

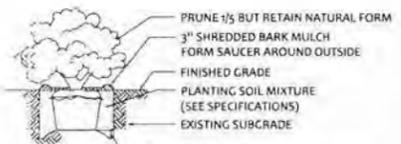
- QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES, AND FOR PROVIDING SUFFICIENT MATERIALS TO COMPLETE THE JOB PLAN. LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY VARIATION TO QUANTITIES.
- CONTRACTOR SHALL VERIFY UNDERGROUND UTILITY LOCATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL AVOID ALL EXISTING UTILITIES UNDERGROUND AND OVERHEAD WHERE APPLICABLE, AND IS RESPONSIBLE FOR ANY DAMAGE. IF ANY CONFLICTS SHOULD EXIST BETWEEN UTILITIES AND PROPOSED MATERIAL LOCATIONS, FIELD ADJUSTMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND SHALL REPORT TO LANDSCAPE ARCHITECT ANY VARIANCE OR CONDITION WHICH WOULD PREVENT ADHERENCE TO SCHEDULE, PLANS OR SPECIFICATIONS.
- WORK SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, STATE OF ILLINOIS HORTICULTURAL STANDARDS, AND LOCAL MUNICIPAL REQUIREMENTS.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT LANDSCAPE MATERIAL ON SITE WHETHER STOCKPILED OR INSTALLED IN PLACE.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO INSPECT ALL PLANTED MATERIALS EITHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING, FOR COMPLIANCE WITH REQUIREMENTS OF VARIETY, SIZE AND QUALITY.
- ALL PLANTS SHALL BE INSTALLED PER THE LANDSCAPE PLAN AND SPECIFICATIONS. PLANTINGS NOT FOUND TO BE IN COMPLIANCE SHALL BE REPLANTED CORRECTLY AT NO ADDITIONAL EXPENSE TO THE OWNER.
- FINE GRADE, FERTILIZE AND SOYSEED ALL DISTURBED AREAS WITHIN THE CONSTRUCTION LIMITS AS SHOWN. ALL AREAS SHALL DRAIN COMPLETELY AND SHALL NOT POND OR PUDDLE.
- WHERE PLANTINGS BEDS MEET TURF AREAS, THE CONTRACTOR SHALL PROVIDE A CULTIVATED EDGE. MULCH ALL SHRUB BEDS TO THE LINE SHOWN.
- FOR TREES PLANTED IN TURF AREAS, PROVIDE 5'-0" DIA. MULCH RING AT 3" THICK WITH A CULTIVATED EDGE.
- ALL PLANT MATERIAL SHALL BE OBTAINED FROM LOCAL GROWN SOURCES WITHIN 500 MILES OF THE SITE.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGH THE WARRANTY PERIOD. STAKING AND GUYING SHALL BE PERFORMED AT THE CONTRACTORS DISCRETION.
- ENSURE ALL TREES ARE 25 FEET FROM LIGHT POLES, 4 FEET FROM DRIVES, 8 FEET FROM HYDRANTS AND 5 FEET FROM MANHOLES, OR UTILITIES IN ROW, AND 6 FEET FROM B.O.C.
- MATERIAL QUALITY AND MEASUREMENT SHOULD CONFORM TO THE MOST RECENT EDITION OF THE AMERICAN STANDARDS FOR NURSERY STOCK, ANSIZ60 BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
- ALL SHADE/OVERSTORY TREES SHALL HAVE A 'CENTRAL LEADER'
- ALL PLANT MATERIAL SHALL BE OBTAINED FROM LOCAL GROWN SOURCES WITHIN 500 MILES OF THE SITE.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGH THE WARRANTY PERIOD. STAKING AND GUYING SHALL BE PERFORMED AT THE CONTRACTORS DISCRETION.



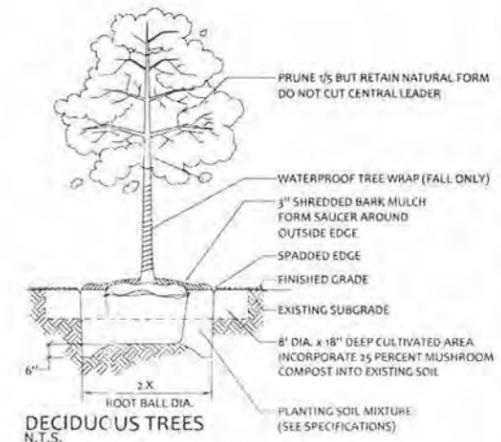
Phase 4 Addition



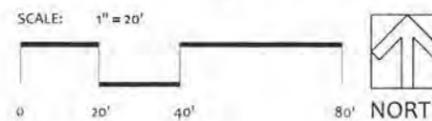
PERENNIALS AND GRASSES  
N.T.S.



DECIDUOUS AND EVERGREEN SHRUBS  
N.T.S.



DECIDUOUS TREES  
N.T.S.



BAPS Hindu Temple  
Bartlett, IL  
**PHASE 4 LANDSCAPE PLAN**

KROGSTAD  
LAND DESIGN LIMITED  
LANDSCAPE ARCHITECTURE & CONSULTING  
115 FARMWOOD CT. BELL CO. ILL. 62411  
618.292.0000

BAPS CHICAGO, LLC  
4 N. 739 IL ROUTE 59  
BARTLETT, IL 60109

**REVISIONS**

Per Village	6/02/16
Per 2nd Review	7/05/16

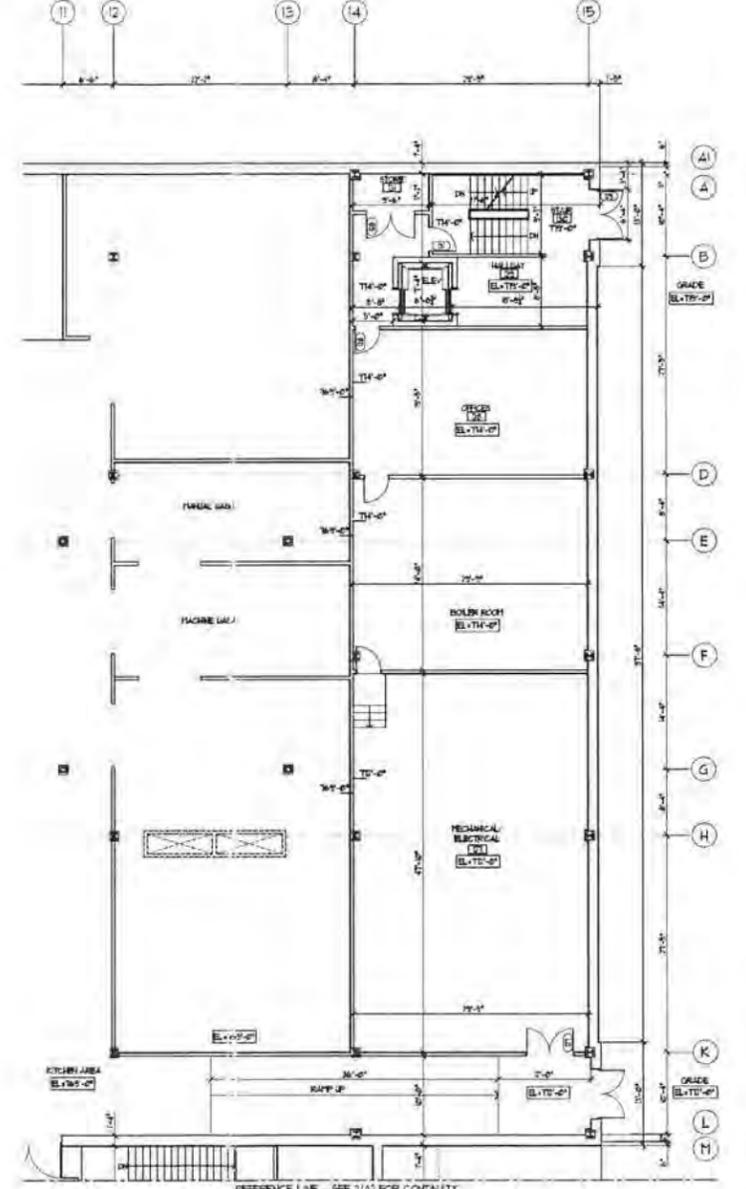
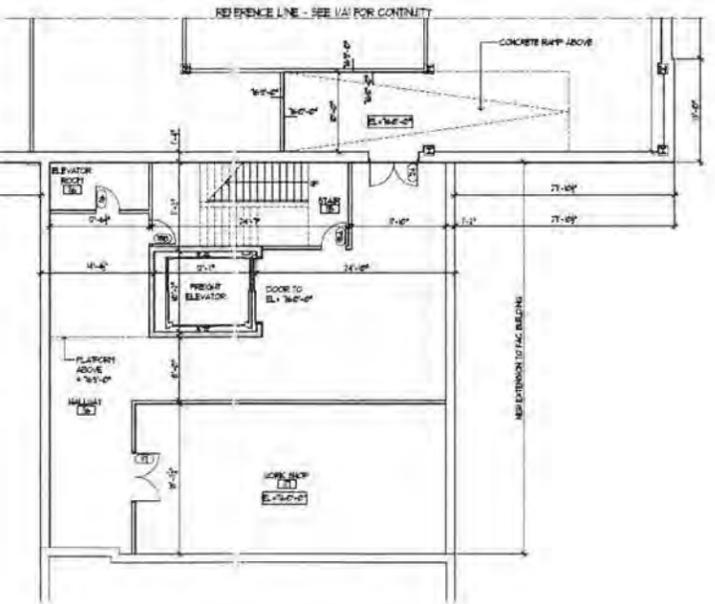
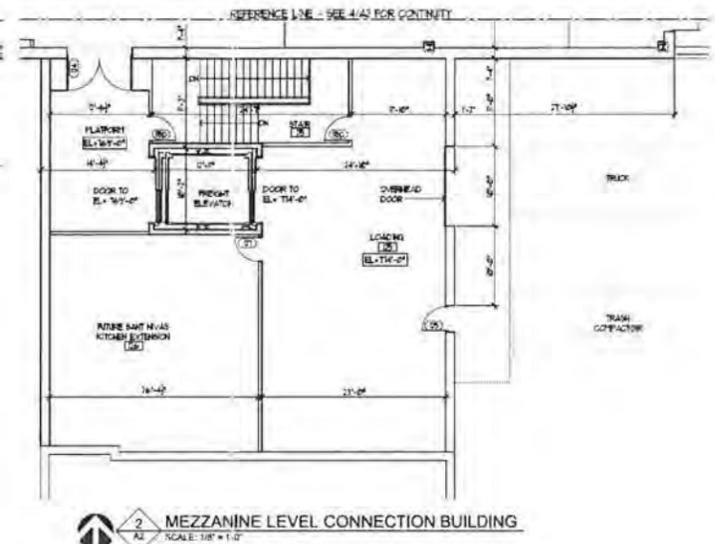
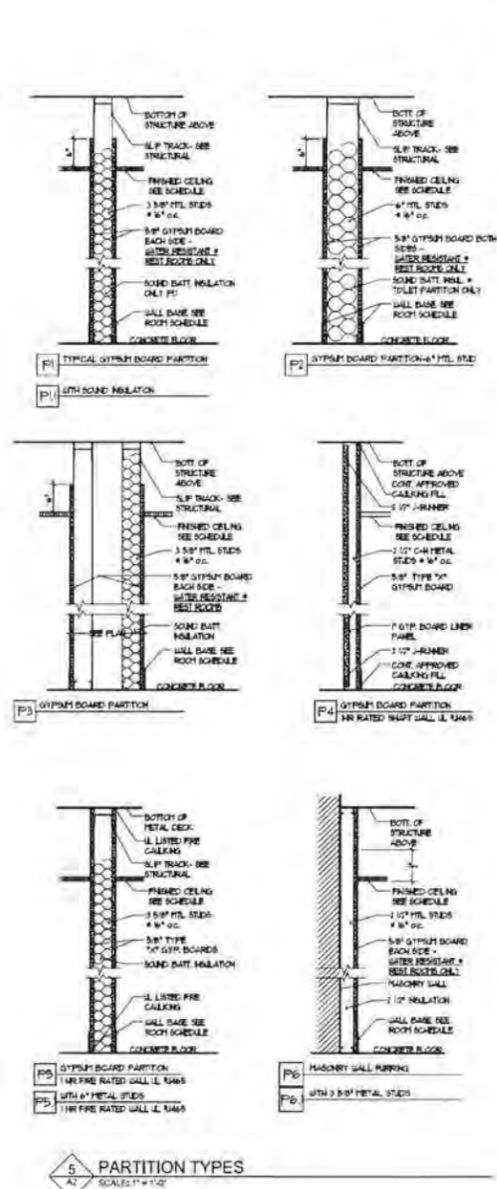
DATE	February 13, 2015
PROJECT	SC11001
DRAWN	KTK
CHECKED	KTK

SHEET NO.  
**1 of 1**

RECEIVED  
COMMUNITY DEVELOPMENT  
JUL 07 2016  
VILLAGE OF  
BARTLETT

EXHIBIT F





**RANGWALA ARCHITECTS**  
ARCHITECTURE SITE PLANNING

207 S. CENTRAL AVE. SUITE 400 ST. LOUIS, MO 63105  
314.868.7410 | WWW.RANGWALAARCHITECTS.COM

---

1851 S. RTE 59 PRANUKHA SWAMI ROAD  
BARTLETT, ILLINOIS 60103

---

**PROPOSED BUILDING DESIGN FOR:**  
**BAPS FAC**

---

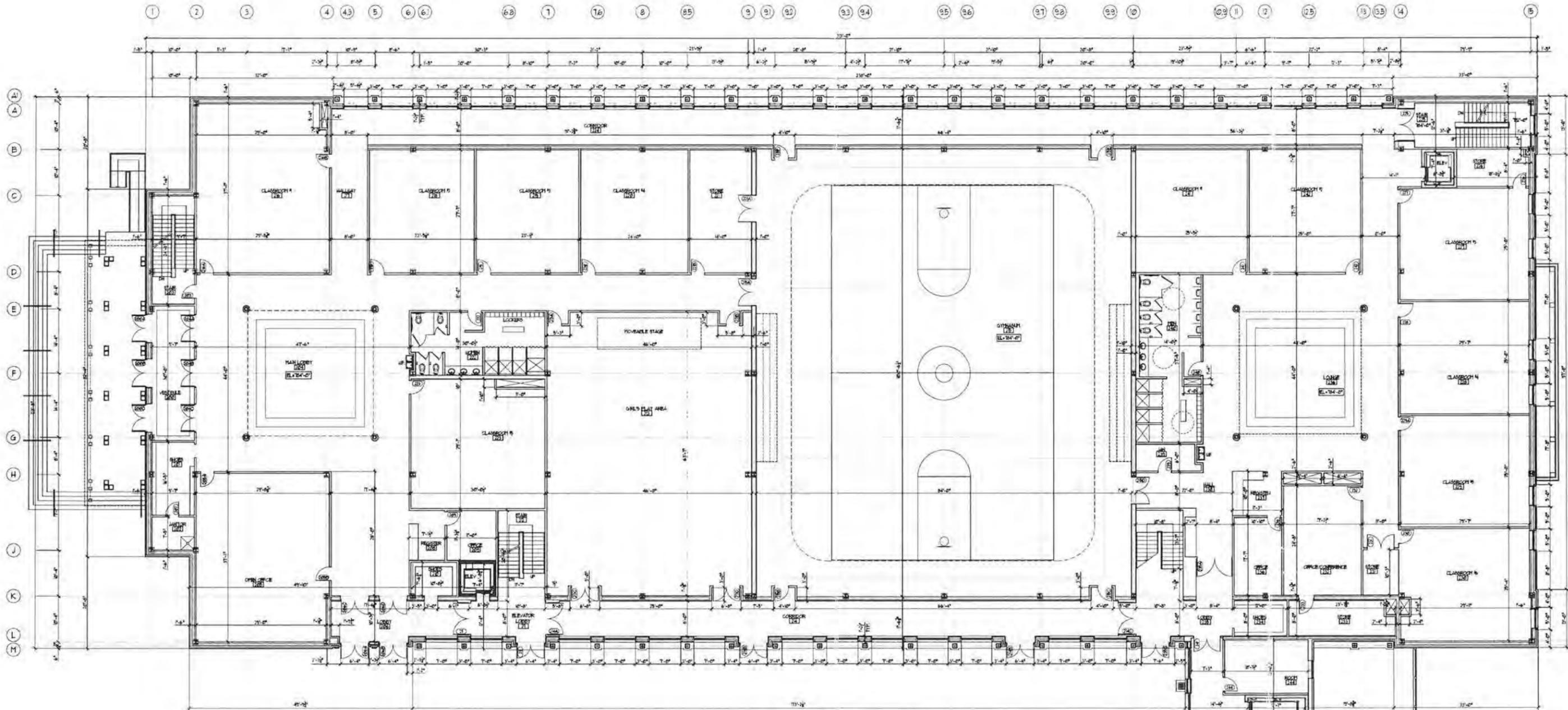
Revisions  
1. 05-05-16  
2. 05-20-16  
3. 05-27-16  
4. 06-07-16  
5. 06-17-16  
6. 06-23-16  
7. 06-27-16  
8. 07-05-16

Sheet Title:  
Floor Plan  
Partition Types

Drawn By:  
EC

Sheet Number:  
**A-2**

Date: 03-22-16  
Project Number:



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

RANGWALA ARCHITECTS  
ARCHITECTURE SITE PLANNING

201 S. CENTRAL AVE. SUITE 200, ST. LOUIS, MO 63103  
(314) 868-8747 FAX: (314) 868-8778

PROPOSED BUILDING DESIGN FOR:  
**BAPS FAC**

1851 S. RTE 59 PRANUKHA SWAMI ROAD  
BARTLETT, ILLINOIS 60103

- Revisions
- 1. 05-05-16
  - 2. 05-20-16
  - 3. 05-27-16
  - 4. 06-07-16
  - 5. 06-17-16
  - 6. 06-23-16
  - 7. 06-27-16
  - 8. 07-05-16

Sheet Title:  
Floor Plan  
Partition Types

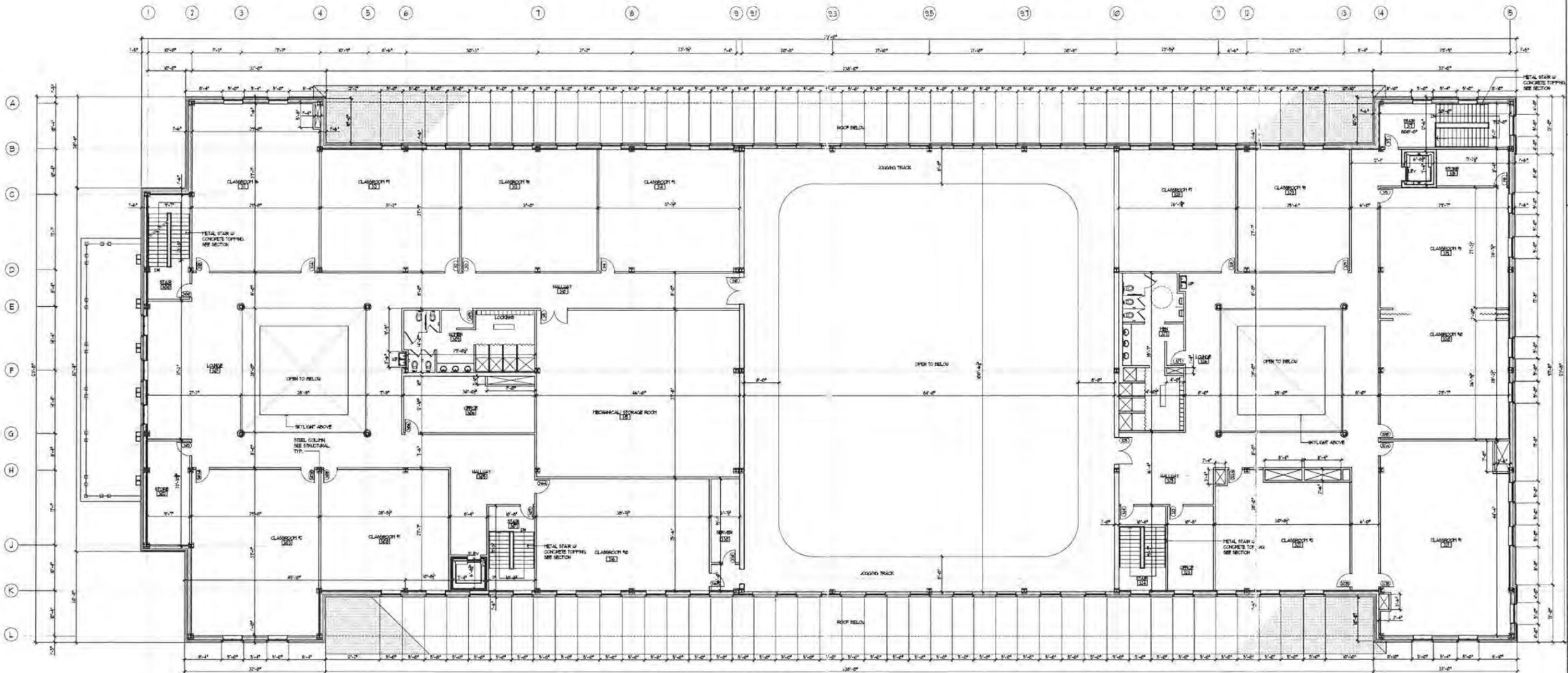
Drawn By:  
EC

Sheet Number

**A-3**

Date: 03-22-16

Project Number:



1 UPPER LEVEL FLOOR PLAN  
 1/4" = 1'-0"

**RANGWALA ARCHITECTS**  
 ARCHITECTURE SITE PLANNING  
 207 S. CENTRAL AVE. SUITE 200 ST. LOUIS, MISSOURI  
 314.868.8716 FAX 314.868.8718

---

PROPOSED BUILDING DESIGN FOR:  
**BAPS FAC**  
 1851 S. RTE 59 PRANUKHA SWAMI ROAD  
 BARTLETT, ILLINOIS 60103

---

Revisions  
 1. 05-05-16  
 2. 05-20-16  
 3. 05-27-16  
 4. 06-07-16  
 5. 06-17-16  
 6. 06-23-16  
 7. 06-27-16  
 8. 07-05-16

---

Sheet Title:  
 Floor Plan  
 Partition Types

Drawn By:  
 EC

Sheet Number:  
**A-4**

Date: 03-22-16  
 Project Number:

**COMMUNITY DEVELOPMENT MEMORANDUM**

16-167

DATE: August 29, 2016  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, Com Dev Director  
RE: **(#15-13) BAPS**

---

**PETITIONER**

BAPS Chicago, LLC

**SUBJECT SITES**

1851 S. Route 59 (Pramukh Swami Road)

**REQUESTS**

Final PUD Plan for Phase 4

***Staff is requesting that the Petitioner's request be forwarded directly to the Village Board to expedite the construction of the Family Activity Center.***

**SURROUNDING LAND USES**

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
<b>Subject Site</b>	<b>Religious</b>	<b>Municipal/Institutional</b>	<b>ER-1 PUD</b>
North	Single Family, Vacant	Mixed Use Business Park	B-3 PUD, R-3*
South	Residential	Estate Residential	R-2*
East	Residential	Estate Residential	R-2*
West	Residential/	N/A (Wayne)/	W-2** W-4**

\* DuPage County  
\*\*Village of Wayne

**DISCUSSION**

1. The 38 acre BAPS property was annexed to the Village and rezoned in September of 2012 by Ordinances #2012-70, 71 & 72. Phases 1, 2 & 3A were approved as part of a Preliminary/Final PUD Plan that included the existing buildings and an expanded parking area. Phases 4, 5 and 6 were approved as part of the PUD in Concept and identified on the Phasing Plan for the future development of the BAPS property (see attached Concept and Phasing Plans).

2. The Petitioner is now requesting a Final PUD Plan review for Phase 4 which would include the construction of a Family Activity Center. This building, located north of the Temple, would mirror the exterior appearance, size, height and footprint of the existing Cultural Center located south of the Temple. Per the Building Elevations, the overall height would be 53' 4" (below the maximum height of 71' 9" of the Temple) and the size of the building would be approximately 100,000 sq. ft. (110,020 sq. ft. including storage areas in the lower level).
3. The Family Activity Center would consist of an indoor gymnasium, including a track and basketball court, boys' and girls' classrooms, a lounge, play area, youth workshop, exhibit display area, along with a number of offices and substantial storage space. A specialty kitchen and food prep area along with the Nilkanthvarni (small prayer area) would be moved from the Cultural Center to the lower level of the Youth Activity Center to free up space in the Cultural Center's lower level.
4. Phase 3B has been completed and consisted of the BAPS property connecting to the Village's water and sewer systems. These connections included both on-site and off-site improvements outlined in the Annexation Agreement.
5. Phase 3A is the last phase of parking on the BAPS (Mandir) Site and would include an additional 96 parking spaces. These spaces have not been completed due to this being the former septic field area. As required in the Annexation Agreement, this phase would need to be completed prior to the occupancy of the Phase 4 building and the Petitioner has agreed to this requirement.
6. As stated in the Annexation Agreement, a Traffic Study would need to accompany the Phase 4 application to verify that the parking needs on this property would be satisfied. A Traffic Study prepared by Gewalt Hamilton Associates, Inc. (GHA) has been submitted for the Staff to review (see attached) and the Village's Traffic Consultant, Brent Coulter with Coulter Transportation Consulting, LLC (Coulter) has reviewed and commented on the study (see attached comments).
7. In summary, GHA states "the proposed expansion is not anticipated to be a significant generator of new site traffic, but would serve the current site uses and demand. The new facility will provide extra space for the overcrowded girls' classrooms, the boys instruction, which is taking place in the priest's residences and the dining area which is currently too small to accommodate the Sunday activities. **The Family Activity Center will allow for the current spaces in the Cultural Center to be utilized for their original intended uses.**"
8. The Petitioner has stated minimal activity will occur in the Family Activity Center during the week and the primary use of the building will take place on Sundays when all of the facilities are being utilized simultaneously by existing guests/worshippers.

9. Below is a summary of the parking spaces provided on the site and those required in strict accordance with the Zoning Ordinance.

Parking Summary

	Parking Provided	Parking Required
Phases 1 & 2	725*	745
Phase 3A	96	
<b>Phase 4 (Per Zoning Ord)</b>	0	410
	<b>Total = 821</b>	<b>Total = 1155</b>
		<b>DEFICIT = 334 spaces</b> (1155 - 821 = 334)

(\*Modification granted for a reduction in parking (20 spaces) by Ord. #2012-72)

10. As part of the PUD, the Petitioner would be requesting a modification to reduce the required number of parking spaces. The above chart identifies a deficit of 334 parking spaces due to the Zoning Ordinance requiring 410 additional parking spaces for the new building and its uses. However, once the 96 parking spaces are constructed as part of Phase 3A; the parking on site will total 821 spaces. These additional spaces will provide for an increase in available parking of approximately **29% above the current peak demand of 637 vehicles. Future peak parking in the year 2020 will be 757 parking spaces, still below the 821 provided.** According to GHA, **"the proposed on-site parking supply will accommodate the peak parking demand on-site for approximately 7 years."**

**With the historical demand in membership growth at 3.5% annually, the 821 spaces should accommodate the peak on-site parking for this time period. The Village's Consultant (Coulter) concurs with the majority of GHA's findings and agrees that "the Petitioner makes a strong argument that parking demand may in some instances be double counted and some adjustment of the aggregate parking required by the strict parking requirements outlined in the Zoning Ordinance is appropriate."**

11. **Staff concurs with Coulter's comments and believes that the Family Activity Center will primarily be double counting those currently attending Sunday Services and that the strict interpretation of the Zoning Ordinance provides a hardship for the Petitioner.** The Village's Consultant also states, that it may be important to look at providing an additional parking supply in 3 to 4 years rather than 7 and conditions for future parking on Phase 5 may need to be reviewed sooner so that future demand for parking can be met in a timely manner.
12. As in the past, during special events/festivals, overflow parking was available on the future Yogi Plaza Site and arrangements were made with St. Andrews Golf Course, Resurrection Church and Bartlett High School that provided additional parking with groups being bussed to the Mandir Site during these infrequent peak times.

13. There is one existing curb cut along Rt. 59 for ingress and egress to the Temple Property. However, when the future commercial phases are developed, additional curb cuts may be provided along Army Trail Road providing additional access to both the Future Yogi Plaza and the BAPS Mandir Site.
14. Landscaping and Lighting Plans have been reviewed and approved by the Staff.

### **RECOMMENDATION**

1. The Staff recommends **approval** of the Petitioner's request for a Final PUD Plan for Phase 4 subject to the following conditions and findings of fact:
  - a. Village Engineer's approval of the Final Engineering Plans;
  - b. Completion of the 96 parking spaces within Phase 3A prior to the issuance of an occupancy permit for Phase 4;
  - c. The landscaping of the Property shall be provided, planted, completed and maintained in accordance with the Landscape Plan;
  - d. Landscaping for Phase 4 shall be installed within one year from the issuance of an occupancy permit;
  - e. The Village will continue to monitor the parking demand on the BAPS Property (Phases 1, 2, 3A and 4) once Phase 4 has been completed. The Village may require the Petitioner to construct additional parking (on the Yogi Plaza Site – Phase 5) prior to the year 2023 (when peak parking demand may exceed the parking supply on-site) and/or when the parking demand reaches 97% capacity (796 spaces utilized); and
  - f. Findings of Fact (Final PUD Plan)
    - i. The Family Activity Center (Phase 4) is in conformance with the Comprehensive Plan and the Future Land Use Plan of the Village which identifies religious institutional uses for the Property, and conforms to the general planning policies and precedents of the Village;
    - ii. The Family Activity Center is a permitted use in the ER-1 PUD (Estate Residence) Zoning District;
    - iii. The Family Activity Center 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 Family Activity Center 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 Family Activity Center shall not be required to make donations in accordance with the Village's Donation Ordinance;
    - 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. There shall be a

sufficient mixture of grass, trees and shrubs on the site so that the proposed development will be in harmony with adjacent land uses.

- 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 reviewed the Petitioner's request for a Final PUD Plan on Phase 4 at their meeting on August 11, 2016. The Commission recommended **approval** subject to the conditions and findings of fact outlined above by the Staff.
  3. The Ordinance approving of the Final PUD Plan, the minutes from the Plan Commission Meeting, the Final PUD Plan, Concept Plan, Phasing Plan, Traffic Study and the Village's Traffic Consultant's comments and additional background material are attached for your review.

rbg/attachments

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

BEFORE THE VILLAGE OF BARTLETT  
PLAN COMMISSION

IN RE THE MATTER OF: )  
 )  
Approval of June 9, 2016 )  
minutes and July 14, 2016 )  
minutes; (#16-13) BAPS Phase )  
4 Final PUD Plan. )

REPORT OF PROCEEDINGS  
August 11, 2016  
7:00 P.M.

PROCEEDINGS had and testimony taken  
before the Bartlett Plan Commission of the  
above-entitled cause taken at the Village Hall,  
228 South Main Street, Bartlett, Illinois, before  
LYNN M. EVANS, C.S.R., License #084-003473, a  
Notary Public qualified and commissioned for the  
State of Illinois.

- PRESENT:
- MR. JIM LEMBERG
  - MR. MARK HOPKINS
  - MR. JOHN MIASO
  - MR. JACK ALLEN
  - MR. TIM RIDENOUR
  - MS. AUSTIN HOPKINS
  - MR. TOM CONNOR

1 ALSO PRESENT:

2 MR. JIM PLONCZYNSKI, Community Development  
3 Director.

4 MS. ROBERTA GRILL, Assistant Community  
5 Development Director.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

1 CHAIRMAN LEMBERG: I'd like to call to order  
2 the meeting of the Bartlett Plan Commission for  
3 August 11, 2016, at 7:00 p.m.

4 Will the secretary call the roll.

5 MR. PLONCZYNSKI: Jim Lemberg.

6 CHAIRMAN LEMBERG: Here.

7 MR. PLONCZYNSKI: Mark Hopkins.

8 MR. M. HOPKINS: Here.

9 MR. PLONCZYNSKI: Tim Ridenour.

10 MR. RIDENOUR: Here.

11 MR. PLONCZYNSKI: John Miaso.

12 Diane Negele.

13 Austin Hopkins.

14 MR. A. HOPKINS: Here.

15 MR. PLONCZYNSKI: Jack Allen.

16 MR. ALLEN: Here.

17 MR. PLONCZYNSKI: Jerry Kallas.

18 Tom Connor.

19 MR. CONNOR: Here.

20 MR. PLONCZYNSKI: We have a quorum.

21 CHAIRMAN LEMBERG: Next item on the agenda is  
22 the approval of the June 9th, 2016 meeting  
23 minutes.

24 MR. A. HOPKINS: So moved.

1 CHAIRMAN LEMBERG: Is there a second?

2 MR. RIDENOUR: Second.

3 CHAIRMAN LEMBERG: Any corrections,  
4 discussions?

5 Secretary call the roll.

6 MR. PLONCZYNSKI: Austin Hopkins.

7 MR. A. HOPKINS: Yes.

8 MR. PLONCZYNSKI: Tim Ridenour.

9 MR. RIDENOUR: Yes.

10 MR. PLONCZYNSKI: Jim Lemberg.

11 CHAIRMAN LEMBERG: Yes.

12 MR. PLONCZYNSKI: Mark Hopkins.

13 MR. M. HOPKINS: Yes.

14 MR. PLONCZYNSKI: Jack Allen.

15 MR. ALLEN: Yes.

16 MR. PLONCZYNSKI: Tom Connor.

17 MR. CONNOR: Abstain.

18 CHAIRMAN LEMBERG: Next item on the agenda is  
19 the minutes for July 14, 2016.

20 Is there a motion to approve?

21 MR. CONNOR: So moved.

22 CHAIRMAN LEMBERG: Second?

23 MR. ALLEN: Second.

24 CHAIRMAN LEMBERG: Is there any corrections or

1 discussions? Anybody?

2 I have a correction. On page 23, line 18,  
3 it says Commissioner Lemberg made this statement.  
4 I think it should be Commissioner Hopkins.  
5 Mr. Lemberg was not in the room at the time, so  
6 we'll make a change on that one.

7 Any other additions or corrections?

8 MR. PLONCZYNSKI: That was in the July meeting  
9 minutes had that correction or the June ones?

10 CHAIRMAN LEMBERG: On here it had my name  
11 listed on there.

12 MR. A. HOPKINS: For the July.

13 MR. PLONCZYNSKI: Okay. Got it.

14 CHAIRMAN LEMBERG: Take it out and put  
15 Mr. Hopkins name in there.

16 MR. PLONCZYNSKI: Got it.

17 CHAIRMAN LEMBERG: Okay. That was on page 23,  
18 No. 18.

19 Okay. We have a motion and second. No  
20 further discussion.

21 Secretary call the roll.

22 MR. PLONCZYNSKI: Tim Ridenour.

23 MR. RIDENOUR: Yes.

24 MR. PLONCZYNSKI: Jack Allen.

1 MR. ALLEN: Yes.

2 MR. PLONCZYNSKI: Tom Connor.

3 MR. CONNOR: Yes.

4 MR. PLONCZYNSKI: Jim Lemberg.

5 CHAIRMAN LEMBERG: Yes.

6 MR. PLONCZYNSKI: Mark Hopkins.

7 MR. M. HOPKINS: Yes.

8 MR. PLONCZYNSKI: John Miaso.

9 MR. MIASO: Yes.

10 MR. PLONCZYNSKI: Austin Hopkins.

11 MR. A. HOPKINS: Abstain.

12 CHAIRMAN LEMBERG: Next item on the agenda is

13 the case No. 16-13, BAPS Phase 4 Final PUD.

14 Roberta, do we have a little background?

15 MS. GRILL: Yeah, sure. The 38-acre BAPS

16 property was annexed to the Village and rezoned

17 in September of 2012. Phases 1, 2, and 3A were

18 approved as part of a preliminary/final PUD plan

19 that included the existing buildings and expanded

20 parking area, so you can see Phase 1, that's 1

21 here, Phase 2 is the parking area here, and then

22 3A is the future parking area here. Phases 4, 5,

23 and 6 were approved as part of the PUD in concept

24 and identified on the phasing plan as for the

1 development of the BAPS property, so Phases 4, 5,  
2 6. (Indicating.)

3 Petitioner is now requesting a final PUD  
4 plan review for Phase 4, which would include the  
5 construction of a family activity center. This  
6 building located north of the temple would mirror  
7 the exterior appearance, size, height, and  
8 footprint, of the existing cultural center  
9 located south of the temple.

10 Per the building elevations, the overall  
11 height would be 53 feet and 4 inches, which is  
12 below the maximum height of 71 feet, 9 inches of  
13 the existing temple, and the size of the building  
14 would be approximately 100,000 square feet.

15 The family activity center would consist  
16 of an indoor gymnasium that's located here on the  
17 left, so here is the existing temple, existing  
18 cultural center, and then the proposed Phase 4.  
19 The family activity center would consist of an  
20 indoor gymnasium, including a track and basketball  
21 court, boys' and girls' classrooms, a lounge,  
22 play area, youth workshop, exhibit display area  
23 along with a number of offices and substantial  
24 storage space. A specialty food prep area along

1 with the small prayer area would be moved from  
2 the cultural center to the lower level of the  
3 youth activity center to free up space in the  
4 cultural center's lower level. (Indicating.)

5 Phase 3B has been completed and consisted  
6 of the BAPS property connecting to the Village's  
7 water and sewer systems. These connections  
8 included both on-site and off-site improvements  
9 outlined in the annexation agreement.

10 Phase 3A is the last phase of parking on  
11 the BAPS property and would include an additional  
12 96 parking stalls. These spaces have not been  
13 completed due to this being the former septic  
14 field area. As required in the annexation  
15 agreement, this phase would need to be completed  
16 prior to the occupancy of the Phase 4 building  
17 and the petitioner has agreed to this requirement.

18 As stated in the annexation agreement, a  
19 traffic study was to accompany the Phase 4  
20 application to verify that the parking needs on  
21 this property would be satisfied. A traffic study  
22 prepared by Gewalt Hamilton Associates has been  
23 submitted and the Village's traffic consultant,  
24 Brent Coulter with Coulter Transportation

1 Consulting, has reviewed and commented on the  
2 study.

3 In summary, GHA states the proposed  
4 expansion is not anticipated to be a significant  
5 generator of new site traffic, but would serve  
6 the current site uses and demand. The new  
7 facility will provide extra space for the  
8 overcrowded girls' classrooms, the boys'  
9 instruction, which is taking place in the priests  
10 residences and the dining area, which is  
11 currently too small to accommodate the Sunday  
12 activities. The family activity center will  
13 allow for the current spaces in the cultural  
14 center to be utilized for the their original  
15 intended uses.

16 The petitioner has stated minimal activity  
17 will occur in the family activity center during  
18 the week, and the primary use of the building to  
19 take place on Sundays when all the facilities are  
20 being utilized simultaneously by existing guests  
21 and worshipers.

22 So as part of the PUD, the petitioner --  
23 let me put up the site plan here. This is the  
24 layout of the entire facility. Again, Phase 4 is

1 here, and then the existing parking here, Phase  
2 3A, the future parking is here for the 96 spaces.  
3 (Indicating.)

4 So as part of the PUD, the petitioner  
5 would be requesting a modification to reduce the  
6 required number of parking spaces by 334. The  
7 zoning ordinance would require 410 additional  
8 parking spaces for the new building and its uses.  
9 However, once those 96 parking spaces are  
10 constructed, as I just showed on Phase 3A, the  
11 parking on the site would total 821 spaces.  
12 These additional spaces will provide for an  
13 increase in available parking of approximately 29  
14 percent above the current peak demand of 637  
15 vehicles. Future peak parking in the year 2020  
16 will be 757 parking spaces, still below the 821  
17 provided. According to GHA, the proposed on-site  
18 parking supply will accommodate the peak parking  
19 demand on-site for approximately seven more years.  
20 With the historical demand and membership  
21 growth at 3.5 percent annually, the 821 spaces  
22 should accommodate the peak on-site parking for  
23 this time period. The Village's consultant,  
24 Coulter Transportation, concurs with the majority

1 of GHA's findings and agrees that the petitioner  
2 makes a strong argument that parking demand may  
3 in some instances be double counted and some  
4 adjustment of the aggregate parking required by  
5 the strict parking requirements outlined in the  
6 zoning ordinance is appropriate.

7 Staff concurs with Coulter's comments and  
8 believes that the family activity center will  
9 primarily be double counting those currently  
10 attending Sunday services and that the strict  
11 interpretation of the zoning ordinance provides a  
12 hardship for the petitioner. The Village's  
13 consultant also states that it may be important  
14 to look at providing additional parking supply in  
15 three to four years, rather than the seven, and  
16 conditions for future parking on Phase 5, which  
17 is future commercial, may need to be reviewed  
18 sooner so that the future demand for parking can  
19 be met in a timely manner.

20 As in the past, during special events,  
21 festivals, overflow parking was available on the  
22 future Yogi Plaza site and arrangements were made  
23 with St. Andrews Golf Course, Resurrection  
24 Church, and Bartlett High School that provided

1 additional parking with groups being bused to the  
2 Mandir site during these infrequent peak times.

3 There is one existing curb cut along  
4 Route 59 for ingress and egress to the temple  
5 property. However, when the future commercial  
6 phases are developed, additional curb cuts may be  
7 developed along Army Trail Road, which would  
8 provide additional access to both the future Yogi  
9 Plaza and the existing BAPS Mandir site.

10 Landscaping and lighting plans have been  
11 reviewed and have been approved by the staff.

12 And, therefore, staff recommends approval  
13 of the petitioner's request for a final PUD plan  
14 subject to the conditions and the findings of  
15 fact outlined in your staff report.

16 The petitioners are here tonight too, by  
17 the way.

18 CHAIRMAN LEMBERG: Any questions from staff?

19 MR. A. HOPKINS: Just really quick, so the  
20 Phase 3 parking has to be done before they can  
21 get the occupancy permit for Phase 4?

22 MS. GRILL: That is correct, yes.

23 MR. A. HOPKINS: So more than likely they'll  
24 be doing the parking lot first or is it --

1 MS. GRILL: You can ask them that question.

2 CHAIRMAN LEMBERG: Is the petitioner here this  
3 evening?

4 MS. GRILL: Yes, they are.

5 CHAIRMAN LEMBERG: Would you care to add to  
6 the report. Would state your name and address,  
7 please.

8 MS. JOHNSON: Yes. I'm Janet Johnson from  
9 SchiffHardin in Chicago. I'm the attorney for  
10 BAPS, and I'll answer that question.

11 The plan is to construct it pretty much at  
12 the same time. The building will take much  
13 longer to build than the parking, so depending on  
14 weather and when they start construction of the  
15 building versus, you know, what weather  
16 conditions are, they'll phase that parking in,  
17 but they know that it has to be done before they  
18 can occupy it.

19 MR. A. HOPKINS: Is there any drainage  
20 concerns? I know when this came before us before  
21 with that retention pond and everything like that  
22 there was talk of possible drainage issues. Is  
23 there any concerns?

24 MS. JOHNSON: There haven't been any issues or

1 problems. They did do some work on the pond to  
2 expand the capacity a little bit. The materials  
3 that we supplied showed that the capacity of that  
4 stormwater detention basin is still way over  
5 what's necessary for this additional building.  
6 In fact, it was intended to supply stormwater for  
7 Phases 5 and 6 as well, so there shouldn't be any  
8 more issues with that.

9 MR. A. HOPKINS: Thank you.

10 CHAIRMAN LEMBERG: Any other questions?

11 MR. RIDENOUR: Mine is more for Roberta. Back  
12 in 2012 when we did the original approval of the  
13 site plan, we gave a conditional -- a preliminary  
14 approval to 4 and 5, and this is the final today?

15 MS. GRILL: We gave a conceptual, yes,  
16 approval 4, 5, and 6. Or no, I should just  
17 say -- is it just 4?

18 MS. JOHNSON: 4, 5, and 6, yeah, that's true  
19 because 5 and 6 didn't have a plan.

20 MS. GRILL: Yes.

21 CHAIRMAN LEMBERG: Any other questions?

22 We will be looking for a motion for  
23 approval of the petitioner's request for a final  
24 PUD plan for Phase 4 subject to the conditions

1 and findings of fact.

2 MR. CONNOR: So moved.

3 MR. A. HOPKINS: Second.

4 CHAIRMAN LEMBERG: Is there any further  
5 discussion?

6 MR. RIDENOUR: I have one question. Did we  
7 have -- in 2012 did we have a conceptualization  
8 of this Phase 4 building? So there isn't any  
9 major changes?

10 MS. JOHNSON: There is no change.

11 MS. GRILL: It was the picture that -- color  
12 rendering I showed you. I'm looking for it now.  
13 I've got a lot of slides. Sorry. This was the  
14 concept elevation here. (Indicating.)

15 MR. RIDENOUR: All right.

16 MS. JOHNSON: The intent all along was to make  
17 it a mirror image of the building on the other  
18 side and that has not changed.

19 MR. RIDENOUR: I'm sort of remembering.

20 MS. GRILL: Basically, conceptually, it was  
21 the phasing plan, which is here, so the layout --  
22 necessarily didn't have an exact layout of 5 and  
23 6, but the concept was for it to be commercial.  
24 (Indicating.)

1 MR. RIDENOUR: So not only are there no  
2 significant changes, there really aren't any  
3 changes?

4 MS. GRILL: No. Correct.

5 MS. JOHNSON: That's correct.

6 MS. GRILL: And they will be bringing a final  
7 plan for you to review.

8 MR. RIDENOUR: All right.

9 CHAIRMAN LEMBERG: Okay?

10 MR. RIDENOUR: Yeah.

11 CHAIRMAN LEMBERG: Any other questions?

12 Okay. We have a motion and second.

13 Will the secretary call the roll.

14 MR. PLONCZYNSKI: Tom Connor.

15 MR. CONNOR: Yes.

16 MR. PLONCZYNSKI: Austin Hopkins.

17 MR. A. HOPKINS: Yes.

18 MR. PLONCZYNSKI: Mark Hopkins.

19 MR. M. HOPKINS: Yes.

20 MR. PLONCZYNSKI: Tim Ridenour.

21 MR. RIDENOUR: Yes.

22 MR. PLONCZYNSKI: John Miaso.

23 MR. MIASO: Yes.

24 MR. PLONCZYNSKI: Jack Allen.

1 MR. ALLEN: Yes.

2 MR. PLONCZYNSKI: Jim Lemberg.

3 CHAIRMAN LEMBERG: (Nodding head.)

4 MR. PLONCZYNSKI: Motion carries.

5 CHAIRMAN LEMBERG: Thank you.

6 MS. JOHNSON: Thank you.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

1 STATE OF ILLINOIS )  
2 COUNTY OF DU PAGE ) SS.  
3  
4

5 I, LYNN M. EVANS, CSR, No. 084-003473, a  
6 Notary Public in and for the County of DuPage,  
7 State of Illinois, do hereby certify that LYNN M.  
8 EVANS, C.S.R., reported in shorthand the  
9 proceedings had and the testimony taken at the  
10 public hearing of the above-entitled cause, and  
11 that foregoing transcript is a true, correct, and  
12 complete report of the entire testimony so taken  
13 at the time and place hereinabove set forth.

14  
15  
16 \_\_\_\_\_  
17 LYNN M. EVANS  
18

19 My Commission Expires:  
20 May 20, 2017  
21  
22  
23  
24



233 SOUTH WACKER DRIVE  
SUITE 6600  
CHICAGO, ILLINOIS 60606  
t 312.258.5500  
f 312.258.5600  
www.schiffhardin.com

June 26, 2015

**BY HAND DELIVERY**

Village President Kevin Wallace  
Members of the Board of Trustees  
228 South Main Street  
Bartlett, Illinois 60103

**Re: BAPS Chicago, LLC -- Request for Final PUD Plan Approval for BAPS Mandir Phase 4**

Dear President Wallace and Members of the Board of Trustees:

Schiff Hardin LLP represents BAPS Chicago, LLC (“BAPS”), the current owner of a tract of land comprised of approximately 38.95± acres that is located on the east side of Illinois Route 59 near in intersection of Illinois Route 59 and Army Trail Road in an unincorporated area of DuPage County (the “Property”), which was annexed to the Village of Bartlett by Ordinance No. 2012-71, pursuant to an Annexation Agreement approved by Ordinance No. 2012-70, and zoned by Ordinance No. 2012-72.

**Description of Overall Property**

The Property consists of the following large tracts (each comprised of multiple lots of record):

1. Mandir Site: Approximately 29.954 acres of the land is presently occupied by the BAPS Mandir, an architecturally significant, beautiful Hindu Temple, and associated cultural center, a residence for the priests and another small residence used from time to time to house volunteers/priests (the “Mandir Site”). It also contains a stormwater detention basin that was constructed with excess capacity to serve both the current structures and the future proposed structures on the Mandir Site and the Yogi Plaza Site (described in paragraph 2 below), as well as off-site areas tributary to the existing facility (approximately 2.28 acre feet of excess storm water capacity is contained in this facility). The Mandir Site has approximately 700 feet of frontage along Illinois Route 59 and is located approximately 1,000 feet south of the intersection of Illinois Route 59 and Army Trail Road. All planned future improvements and uses for the Mandir Site are consistent with and an expansion of the presently permitted religious institutional uses on the site. The zoning district into which the Mandir Site has been zoned upon annexation was the

Village President, Kevin Wallace  
Members of the Board of Trustees  
June 26, 2015  
Page 2

ER-1 Estate Residence District, including a Special Use Permit for a Planned Unit Development (“PUD”). (See Section Three of Ordinance No. 2012-72) In addition, Section Six of Ordinance No. 2012-72 approved a Concept Plan for Phases 4 (for which final approval is now being sought in this Application), 5 and 6. Phase 4 is described below.

2. Yogi Plaza Site: Approximately 7.46 acres of the land (“Yogi Plaza Site”) is presently mostly vacant (portion designated for Phase 5), although one small portion of the land (designated for Phase 6) contains a residence that is used from time to time by BAPS to house volunteers/priests. The Yogi Plaza Site is on the south side of Army Trail Road, approximately 725 feet east of Illinois Route 59, and has approximately 600 feet of frontage on Army Trail Road, which makes the site well-suited for a retail shopping center use. Section Two of Ordinance No. 2012-72 rezoned the Yogi Plaza Site into the B-3 Neighborhood Shopping Zoning District, which BAPS intends to redevelop for a commercial shopping center. Section Six B of Ordinance No. 2012-72 approved a Concept Plan for Phases 5 and 6.

#### **Specific Plan Approval and Parking Relief Requests**

Specifically the request on behalf of BAPS is for the Village of Bartlett (the “Village”) to approve the Final PUD Plan for the Phase 4 development on the Mandir Site, and to grant it relief from the requirements of the Village’s Zoning Code to allow the construction of fewer parking spaces than are normally required. The following describes the items BAPS is requesting the Village Plan Commission and Board review and approve.

1. Phase 4 Final PUD: Phase 4 will consist of a fourth building on the Mandir Site (the “Family Activity Center”), which will be constructed to mirror the existing Cultural Center building that was previously completed in Phase 1 in footprint, height and architectural style and appearance, and will be located to the north of the Temple so that both the Cultural Center and the new Family Activity Center flank the Temple in an aesthetically harmonious way. The Family Activity Center will house such uses as a gymnasium, family life center/auditorium (multi-purpose room), and meeting/conference or class rooms, and a small amount of office spaces to house the staff involved in the programming for the Family Activity Center. It will not house any residences. Some of the activities presently housed in the existing Cultural Center (Haveli), including the existing auditorium, will be relocated to the Family Activity Center in order to utilize the existing Cultural Center more efficiently for visitors to the BAPS Property. Please refer to the architect’s rendering of the existing Cultural Center, Temple and proposed Family Activity Center for a perspective as to the appearance of the Project after completion of

Village President, Kevin Wallace  
Members of the Board of Trustees  
June 26, 2015  
Page 3

the Phase 4 Family Activity Center. The Phase 4 PUD Plan shows the location for the Family Activity Center, which is in the same area designated for this building on the previously approved Concept Plans.

2. Modification of PUD to Allow Phase 3A Parking and No Additional Spaces: Final plans for the parking portions of Phase 2 on the Mandir Site were approved at the time of the Annexation Agreement, and that portion of the parking lot and related improvements have been completed (presently there are a total of 725 spaces on the Mandir Site), including related landscaping and lighting plans, all of which was completed. In addition to these improvements, Phase 3B which consisted of the connection of the Property to the Village water and sewer systems and removal of the existing septic field and system that served the Mandir Site (formerly located under the area designated for the Phase 3A portions of the parking lot) have been completed. Construction of the 96 additional Phase 3A parking spaces will be coordinated with the construction of the Phase 4 Family Activity Center so that they are completed by that date (final engineering for these spaces was approved at the time the Phase 2 final engineering was completed). Upon completion of these additional 96 parking spaces, the Mandir Site will contain 821 spaces in total (see Phase 4 Final PUD Plan).

BAPS is seeking approval of the Final Phase 4 PUD with a total of 821 spaces rather than the number required under the Village's Zoning Code. Due to the unique nature of the proposed Family Activity Center, at this time, BAPS does not have the precise number of spaces the Village's Zoning Code requires. It is waiting for the Village staff to advise BAPS as to the number of spaces the Village's Zoning Code will require after the staff's preliminary review of the Application and Plans submitted. However, BAPS does not expect additional passenger cars needing to be parked will be generated by the additional Phase 4 Building, due to the fact that the programming is primarily for children who will arrive with their parents, and many of the activities are currently housed in other existing buildings.

#### **Short Rationale for Approvals Requested**

As will be demonstrated at the public hearings and meetings that will be scheduled to review BAPS requests, the requests will meet the various standards established by the Village's Zoning Ordinance, and will enhance the quality of commercial development and growth of the Village. Each of the standards to be met when the Village reviews a final PUD and a request for a modification of the type being requested here (required number of parking spaces). BAPS has provided a traffic study dated June 25, 2015 conducted by Gewalt Hamilton Associates, Inc. ("GWA") which demonstrates that, except during certain peak times, the 821



Village President, Kevin Wallace  
Members of the Board of Trustees  
June 26, 2015  
Page 4

spaces will be more than adequate to serve the needs of BAPS even after construction of the Family Activity Center. Even during the peak time periods noted in GWA's traffic study, the 821 spaces that will be provided on-site after the completion of the Phase 4 Building and the Phase 3A spaces, will exceed anticipated demand for more than 7 years. There is no certainty as to whether the growth that has occurred in the past, which GWA relied upon to draw its conclusion as to the capacity, will continue. During those few times where BAPS existing parking spaces are not sufficient (on weekends or legal holidays), BAPS has traditionally obtained the right to use additional parking from the nearby high school, golf course or churches, depending on the needs, and shuttle buses are provided by BAPS to bring people into and out of the Property.

The Mandir Site is large and heavily landscaped with front and side yards well in excess of those required under the Zoning Code – even exceeding those required for buildings that are the height of the Temple and the Cultural Center. The architecture is stunningly unique and draws many visitors from the Chicago metropolitan area and around the world. Approving the development of the Phase 4 Family Activity Center for the Property will complete the symmetry that was envisioned by BAPS for the Mandir Site (see concept elevation plan submitted) and the types of uses planned for the Family Activity Center will allow BAPS to provide for additional programming for its members and guests and enhance the health, safety, morals and general welfare of the Village. Taken together, the entire Project, including its existing and proposed Phase 4 Family Activity Center uses, is compatible with and consistent with the mix of residential and commercial uses in the vicinity.

The existing and proposed uses for the Mandir Site are also consistent with the Village's Comprehensive Plan, as well as the Preliminary PUD approved by the Village in 2012. The Mandir Site was designated by the Village in 2004 for Municipal/Institutional uses, and the existing and proposed future uses for the Mandir Site are institutional – a religious institution.

The Project will not in any way impede or injure the use of other properties in the area. The Mandir Site is already partially developed and the proposed future buildings and other projects are within the site itself and set back significant distances from the neighboring properties. Beautifully landscaped perimeters will be added adjacent to the additional parking spaces added as part of Phase 2 for the Mandir Site, and with the construction of the Phase 4 Family Activity Center, additional landscaping will be added to the Mandir Site (see Land scape Plan submitted). The location of the Property is appropriate for the current and planned uses, as it fronts on two major streets/highways near their intersection, but far enough away that the drives into the Property do not interfere with traffic on these roadways. The developments are also of a size and scale that they will not impair or injure the development or use of other nearby properties.



Village President, Kevin Wallace  
Members of the Board of Trustees  
June 26, 2015  
Page 5

BAPS has more than a decade-long track record of operating and maintaining the Mandir Site to the highest standards. Immaculate landscaping, beautiful and unique architecture and careful stewardship of the land and all of the other structures and improvements on the Property demonstrate the commitment BAPS has and will continue to focus on high-quality maintenance and care for the facilities on the Mandir Site.

Additional testimony and evidence addressing the standards to be met will be provided at the public hearings. Such testimony and evidence will demonstrate the existing and proposed development will fully comply with the Village's requirements.

**Summary of Enclosures**

Enclosed please find the Development Application signed on behalf of BAPS, along with the Development Application Packet Checklist that has been annotated as to the items included (or not included and the reasons why). BAPS looks forward to working with the staff and appointed and elected officials of the Village to obtain the approvals that are required for BAPS to take the next step to completing the development of the Mandir Site.

We would also appreciate it if you could initiate the Village procedures for processing the Development Application. Please let me know if you need additional information.

Very truly yours,

A handwritten signature in black ink that reads "Janet M. Johnson".

Janet M. Johnson

Enclosures

cc: Yagnesh Patel  
BAPS Mandir Management  
Thakor Patel  
Roberta Grill



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

(Please type or complete in blue or black ink.)

For Office Use Only  
Case # 15-13  
RECEIVED  
COMMUNITY DEVELOPMENT  
JUN 29 2015  
VILLAGE OF  
BARTLETT

**PROJECT NAME** BAPS Chicago- Phase 4

### PETITIONER INFORMATION

**Name:** BAPS Chicago, LLC

**Phone:** 630-213-2277

**Address:** 1851 S IL 59 (Pramukh Swami Road)

**Fax:** 630-213-2088

Bartlett, IL 60103

**Mobile:** 630-740-7876

Attn: Yagnesh Patel

**Email:** yagnesh.patel@gmail.com

### PROPERTY OWNER INFORMATION

**Name:** Same as Above

**Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

\_\_\_\_\_

**Mobile:** \_\_\_\_\_

\_\_\_\_\_

**Email:** \_\_\_\_\_

### ACTION REQUESTED (Please check all that apply.)

- |  |  |
|--|--|
| <input type="checkbox"/> Annexation                        | <input type="checkbox"/> Special Use (please describe) _____ |
| <input checked="" type="checkbox"/> PUD (preliminary)      | <input type="checkbox"/> Variation (please describe) _____   |
| <input checked="" type="checkbox"/> PUD (final)            | <input type="checkbox"/> Rezoning from _____ to _____        |
| <input type="checkbox"/> Subdivision (preliminary)         | <input type="checkbox"/> Text Amendment                      |
| <input type="checkbox"/> Subdivision (final)               |  |
| <input type="checkbox"/> Site Plan                         |  |
| <input type="checkbox"/> Unified Business Center Sign Plan |  |
| <input type="checkbox"/> Other (please describe) _____     |  |

### SIGN PLAN REQUIRED? (Please Circle.) Yes or **No**

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

### PROPERTY INFORMATION

**Common Address/General Location of Property:** 1851 S. Rt. 59  
(EAST OF RT. 59, SOUTH OF ARMY TRAIL RD.)

**Property Index Number ("Tax PIN"/"Parcel ID"):** See Attached Exhibit A

**Zoning:** Existing: ER-1 **Land Use:** Existing: Religious Instituion  
(Refer to Official Zoning Map)

Proposed: ER-1 Proposed: Religious Institution

**Comprehensive Plan Designation for this Property:** Municipal/Institutional  
(Refer to Future Land Use Map)

**Acreage:** 29.954

**For PUD's and Subdivisions:**

No. of Lots/Units: 1

Minimum Lot: Area See PUD Plan Width \_\_\_\_\_ Depth \_\_\_\_\_

Average Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

**APPLICANT'S EXPERTS** (Including name, address, phone, fax and email; mobile phone is optional)

**Attorney** Janet M. Johnson  
Schiff Hardin LLP  
233 South Wacker Drive, Suite 6600  
Chicago, Illinois 60606

**Engineer** VantagePoint Engineering, LLC  
18311 North Creek Drive, Suite F  
Tinley Park, IL 60477  
Thakor Patel - Phone: 630-520-2227 Email - patel@vpeng.com

**Surveyor** VantagePoint Engineering, LLC  
18311 North Creek Drive, Suite F  
Tinley Park, IL 60477

**Land Planner** N/A

Other

---

---

---

---

---

**FINDINGS OF FACT (Standards)**

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

**\*\*PLEASE FILL OUT THE FOLLOWING FINDINGS OF FACT AS THEY\*\*  
\*\*RELATE TO YOUR CASE.\*\***

## FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENTS

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

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

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

The location for the Phase 4 Building was approved under Village Ordinance # 2012-72.

---

See Preliminary/Final PUD Plan BAPS Phases 1, 2 and 3A prepared by SPACECO, Inc. dated September 30, 2011,

---

last revised May 25, 2012 ("Approved PUD") attached as Exhibit D to Ordinance #2012-72 and the Phasing Plan BAPS Temple and

---

Yogi Plaza prepared by SPACECO, Inc. dated September 30, 2011, last revised May 25, 2012 ("Approved Phasing Plan").

---

See also Phase 4 Concept Elevation attached as Exhibit F-1 to Village Ordinance # 2012-72. The uses planned are for family friendly activities and religious instruction classrooms.

2. The Planned Unit Development will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

The location for the Phase 4 Building was approved under Village Ordinance # 2012-72 via

---

the Approved PUD (Exhibit D), the Approved Phasing Plan (Exhibit E) and the Phase 4 Concept Elevation attached as Exhibit F-1 to

---

Village Ordinance # 2012-72. There is no on-street parking on any of the highways and roads surrounding the Mandir

---

Site (the 29.95 +/- acre site of which the Phase 4 tract of land is a part), the peak time periods for use of the Phase 4 building

---

will be evenings and weekends. It is intended to be a facility for use by families, guests and worshippers at the BAPS Mandir. The building will not be very visible from most neighbors due to existing landscaping, distance from property lines and land elevation.

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

The Preliminary PUD and special use in the Village's ER-1 Zoning District for the Phase 4

---

Building was approved under Village Ordinance # 2012-72 ("Special Use Permit"). The only variation requested in this Application

---

is to approve a reduction in the required number of parking spaces because the same individuals who attend worship services

---

and other events at the existing Phase 1 Buildings are expected to use the Phase 4 Building on weekends, and the other

---

peak times for use of the Phase 4 Building will be evenings when there are fewer worshippers at the Mandir. Another key reason for building the Phase 4 Building is to alleviate crowding of existing facilities at the weekend peak times (i.e., to spread out the current attendees among more square feet), which will not require additional parking spaces.

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

The proposed uses for the Phase 4 Building (family life center) were approved in concept under Village Ordinance # 2012-72 and are consistent with a religious institutional uses allowed under the Special Use Permit. The proposed uses for the Phase 4 Building were also approved pursuant to Paragraph 14.B of the Annexation Agreement approved under Village Ordinance # 2012-70 ("Annexation Agreement").

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

The Phase 4 Building proposed uses are consistent with those allowed under the Special Use Permit, and are consistent with the uses permitted under Paragraph 14.B of the Annexation Agreement, which approved the use as a "family activity center, including all or any of the following uses: gymnasium, auditorium, meeting rooms and other uses consistent with those appropriate for family activities offered to BAPS' members and the community."

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

The Phase 4 Building location is as approved under Village Ordinance # 2012-72 and the Annexation Agreement. See also responses to Items 2, 3 and 5 above. Providing a secure location where families can participate in age-appropriate activities either together or at the same time will benefit the health, safety and welfare of the entire community.

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

The location of the Phase 4 Building hundreds of feet inside the boundaries of a parcel exceeding 29 acres in size will not affect the future development or use of the surrounding properties. Its height will be shorter than that of the Mandir and its position within the overall Mandir site is such that it will not be readily visible outside the boundaries of the Mandir site, and those boundaries closest to the Phase 4 Boundaries are currently planted with numerous trees and other landscaping.

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

Per Paragraph 2.H of the Annexation Agreement approved and recorded under Village Ordinance # 2012-70, impact fees are only required for new commercial buildings developed in Phases 5 and 6. Accordingly, only normal building permits and plan review fees are required for the Phase 4 Building and any other buildings on the Mandir Property.

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

The drainage and other utilities, including water, sanitary sewer and storm water detention have been previously constructed as part of Phases 1 through 3, other than customary service lines to serve the Phase 4 Building. The Storm Water Management Report for PHases 1, 2 and 3A prepared by SPACECO, Inc. dated October 2011 and last revised June 27, 2012 has been updated by the storm water calculations on the Preliminary Engineering Plan dated June 26, 2015 prepared by VantagePoint Engineering.

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

Parking to serve the Phase 4 Building has been provided in Phases 2 and 3. Access to the Phase 4 Building site was provided in Phase 1. A variance is being sought to allow existing and new Phase 3A parking (previously engineered, but to be constructed at the same time as Phase 4) to suffice. A traffic impact study as required pursuant to Paragraph 14.B of the Annexation Agreement prepared by Gewalt Hamilton Associates, Inc. dated June 15, 2015 is attached.

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

The Phase 4 building site is part of a large PUD comprising approximately 37.41 acres, of which approximately 29.95 acres (the "Mandir Property" as defined in the Annexation Agreement) are within the ER-1 Zoned Portion that includes the approximately 1.53 acre Phase 4 building site. The size of the Mandir Property exceeds the minimum acres required for the approved Special Use in the ER-1 Zoning District under Village Ordinance # 2012-72.

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

BAPS has a history of completing other Phases approved under the Annexation Agreement

that were pre-conditions to development of Phase 4, including extension of sanitary sewer and water facilities

to the Property (Phase 3) and a large addition to the parking lot and outdoor recreation areas (Phase 2) of the

approved Final PUD portions of the entire project. BAPS also has a long-standing history of properly maintaining

Phase 1 of the entire project, which was developed prior to annexation of the entire Property by the Village.

**ACKNOWLEDGEMENT**

The undersigned hereby acknowledges he/she is familiar with the code requirements which relate to this petition and certifies that this submittal is in conformance with such code(s). He/she further understands that any late, incomplete or non-conforming submittal will not be scheduled on an agenda.

SIGNATURE: Vikram Patel

PRINT NAME: VIKRAM PATEL

DATE: June 26, 2015

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

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

NAME OF PERSON TO BE BILLED: BAPS Chicago, LLC

ADDRESS: 1851 S IL 59 (Pramukh Swami Road)  
Bartlett, IL 60103

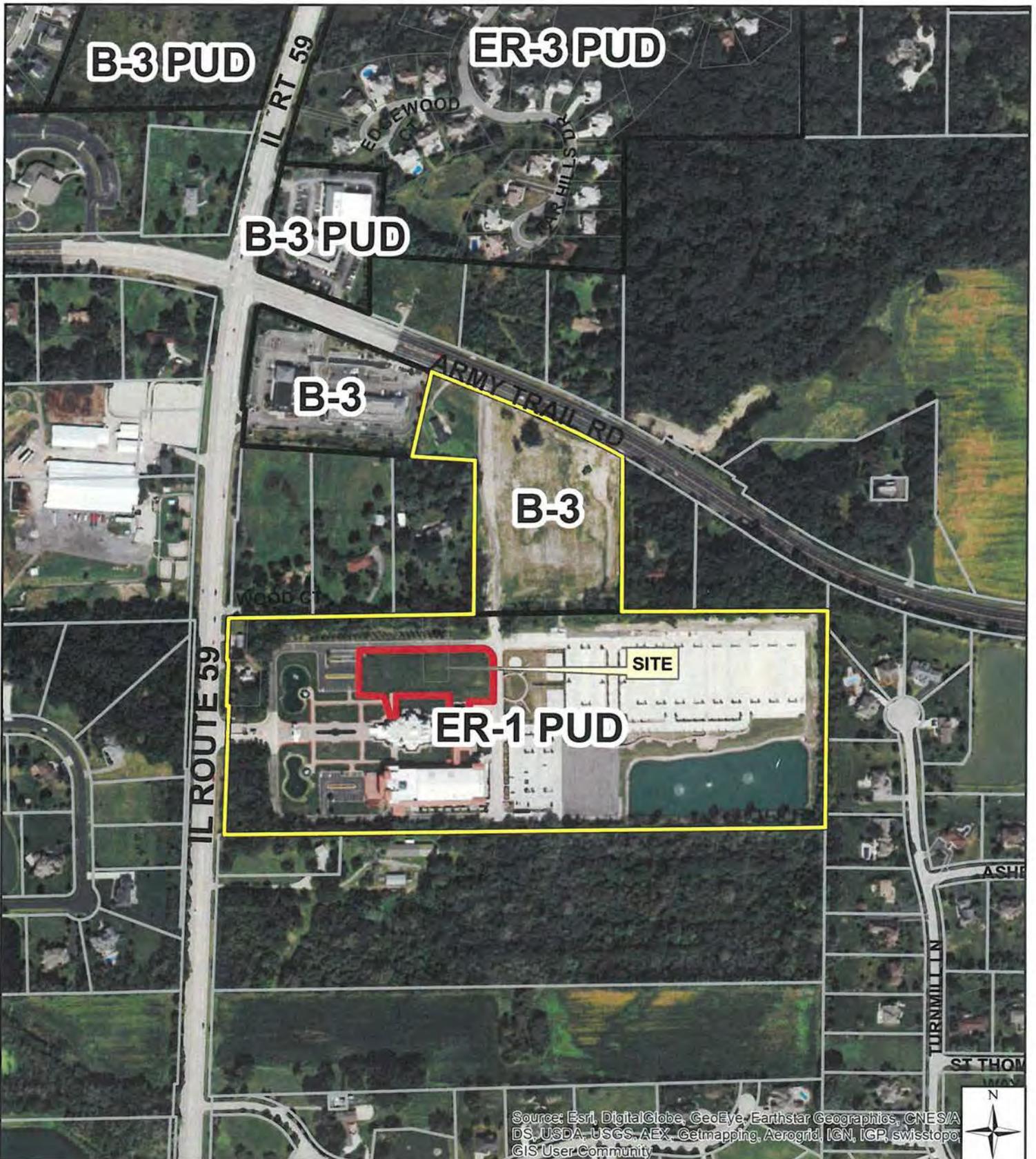
PHONE NUMBER: 630-213-2277

SIGNATURE: Vikram Patel

DATE: June 26, 2015

# Case #2015-13

## BAPS-Phase 4



## Traffic Impact and Parking Study

To: Mr. Thakor Patel  
BAPS Development, Inc.

From: Lynn M. Means, P.E., PTOE  
Senior Transportation Engineer

Tim Doron  
Director of Transportation Planning

Date: June 15, 2015

Subject: Proposed Family Activity Center  
BAPS Hindu Temple  
1851 South Illinois Route 59  
Bartlett, Illinois

RECEIVED  
COMMUNITY DEVELOPMENT

JUN 29 2015

VILLAGE OF  
BARTLETT

---

### Part I. Introduction and Project Context

Gewalt Hamilton Associates, Inc. (GHA) has conducted a Traffic Impact and Parking Study for the above captioned project. The BAPS Hindu Temple (site) currently operates on the approximately 30 acre site located along the east side of Illinois Route 59 (Sutton Road), south of Army Trail Road (DuPage County Route 11), in Bartlett, Illinois. The proposed expansion of the site includes the construction of a two-story, approximately 93,500 square-foot Family Activity Center (FAC). It will also add 96 parking spaces, bringing the site total to 821 spaces.

The following summarizes our findings and provides various recommendations for your consideration. *Exhibits and Appendices* referenced are located at the end of this document.

### Part II. Background Information

#### *Site Location Map and Roadway Inventory*

*Exhibits 1 and 2* provide a location map and aerial photography of the site vicinity. Pertinent comments to the adjacent roadways include:

- IL Route 59 is a north-south principal arterial, providing a five lane cross-section (two through lanes in each direction and a center turn lane/median). At its unsignalized intersection with the site access driveway, IL Route 59 provides a left-turn lane in the southbound direction; northbound right-turns are shared with the through movements. IL Route 59 is under the jurisdiction of the Illinois Department of Transportation (IDOT) with a posted speed limit of 45 miles per hour.
- The average daily traffic (ADT) on IL Route 59 in the vicinity of the site is 33,300 vehicles with 3,450 trucks (10.4%).

- A single access point on IL Route 59 serves the BAPS Hindu Temple, providing two exiting lanes (a separate right- and left-turn lane) and two inbound lanes, operating under Stop sign control.

### ***Current Site Characteristics***

Information on prayer services and classes was provided by the BAPS Hindu Temple staff.

- Five scheduled prayer (Arti) services are held seven days a week at 6:00 AM, 7:30 AM, 11:15 AM, 7:00 PM and 8:30 PM, as well as Sunday school classes from 11:00 AM to 3:00 PM. The service with the highest attendance occurs on Sunday at 7:00 PM.
- Weekday (Monday through Friday) attendance for the aforementioned prayer services is, on average, 15, 25, 30, 100 and 10 persons, respectively, including both adults and children.
- On Saturday, attendance for the 6:00 AM, 7:30 AM, 11:15 AM, 7:00 PM and 8:30 PM services is, on average, 15, 30, 200, 200 and 25, respectively, again including both adults and children.
- On Sunday, attendance for the aforementioned services is 15, 30, 250, 1,400 and 50, respectively, including both adults and children. An additional 200 to 300 persons are typically present on site during the Sunday peak service.
- Parents typically drop off their children prior to 11:00 AM for Sunday school and return after 4:00 PM for the 7:00 PM assembly.
- Classes for girls are held in the lower level of the Haveli (Cultural Complex), with the space currently too small to accommodate classroom needs.
- Classes for boys are currently held in the Priest residence.
- Assembly for women and girls (Sabha) is currently held in the main assembly hall prior to the regular Sunday assembly.
- The dining area located in the Haveli is too small to accommodate the current Sunday activities.
- The site is also open to visitor from 9:00 AM to 7:00 PM daily throughout the year. On weekdays, typical visitor attendance is 200 persons, while Saturday and Sunday visitor attendance ranges from 300 to 600 persons.

The site currently provides 725 parking spaces.

### ***Existing Parking Demand and Vehicle Occupancy***

*Exhibit 3* graphically depicts the parking areas surveyed. GHA conducted a parking demand survey on Sunday, May 3, 2015 to determine the existing site parking characteristics. The parking demand was recorded every hour from 3:00 to 9:00 PM. This time period coincides with the scheduled services and the anticipated peak arrival and departure. *Exhibit 4* presents a summary of the parking survey results. As shown on *Exhibit 4*, the peak parking demand occurred at 6:00 PM, with 637 spaces occupied, representing approximately 88 percent of the available parking supply (725 spaces).

In an effort to determine the average occupancy of vehicles accessing the site, a count of the worship attendance for the peak service was conducted. The attendance count was performed by BAPS staff and included all staff and visitors (including the service, education and children/youth activities) on campus. On Sunday, May 3, 2015, approximately 1,400 people, including children, were present in the assembly hall and

300 people located in other areas of the campus, for a total of 1,700 people. Based on the aforementioned peak parking demand of 637 vehicles, the vehicle occupancy rate was determined to be 2.67 persons per vehicle (attendance divided by demand =  $1,700/637 = 2.67$ ).

### **Existing Traffic**

*Exhibit 5* summarizes the existing Sunday evening, weekday morning and weekday evening peak hour traffic volumes. Peak period traffic turning movement counts were conducted by GHA on Sunday, May 3, 2015 from 3:00 to 9:00 PM and on Tuesday, May 5, 2015 from 7:00 to 9:00 AM and 4:00 to 6:00 PM. The observed Sunday worship entering (pre-service) and exiting (post-service) peak hours occurred from 4:00 to 5:00 PM and 7:15 to 8:15 PM, respectively, while the weekday morning and evening peak hours occurred from 7:00 to 8:00 AM and 4:45 to 5:45 PM, respectively. *Exhibit 5* also provides the ADT 24-hour volume along IL Route 59 from 2013 as published by IDOT on their website [www.gettingaroundillinois.com](http://www.gettingaroundillinois.com).

No unusual activities (e.g. roadway construction, or inclement weather) were observed during our counts that would be expected to impact traffic volumes or travel patterns in the vicinity. Summaries of the existing traffic counts can be found in Appendix I.

### **2020 No-Build (Non-Site) Traffic**

*Exhibit 6* summarizes the 2020 No-Build Sunday evening, weekday morning and weekday evening peak hour traffic volumes. In accordance with IDOT requirements, future traffic volume conditions were developed for the year 2020, build-out plus five years. For the purpose of this study and based on a review of historical IDOT traffic volumes and recent studies performed in the area, traffic volumes along the roadways surrounding the site are assumed to experience an overall annual, compounded growth rate of approximately three percent per year. Accordingly, the 2020 No-Build peak hour traffic volumes were developed by applying a three percent compounded annual growth rate to the existing traffic (*Exhibit 5*).

## **Part III. Traffic Evaluation**

### **Future Site Characteristics**

*Exhibit 7* depicts the proposed site plan. As shown, the development consists of the construction of a two-story, approximately 93,500 square-foot FAC on the north side of the Mandir (place of worship and prayer). It also includes an expansion to the existing parking facilities, adding 96 parking spaces, bringing the site total to 821 spaces. Access to the site is provided via one driveway on IL Route 59. Additional access to the site via Army Trail Road may be provided when future expansion and/or growth in membership warrants.

The proposed expansion is not anticipated to be a significant generator of new site traffic, but to serve the current site uses and demand. As previously indicated, the girls classrooms are overcrowded, the boys classes are being held in the priest's residence, the dining area is too small to accommodate the Sunday activities and the girls and ladies Sabha is held in the main assembly hall, which often must be rushed to get the hall ready for regular Sunday assembly. The new facility will provide extra space for the aforementioned uses and permit the current spaces to be used for their intended use. A gymnasium is also proposed within

the FAC, which will be used by boys and girls following their classes and before Sunday assembly. The FAC is not anticipated to be used except on Sundays, other than for storage or minimal activity.

*Exhibit 8 – Part A* tabulates the traffic generation calculations for the proposed development. Typically, the trip generation rates published by the Institute of Transportation Engineers (ITE) in the 9<sup>th</sup> Edition of the *Manual Trip Generation* are used to determine the anticipated traffic from a development; however, because the expansion is proposed to serve the existing use and not a source of new site, local membership data was used instead. Based on historical data, the BAPS Hindu Temple has been experiencing a membership growth of approximately 3.5 percent annually. The membership growth calculations are provided in *Appendix II*.

*Exhibit 8 – Part B* provides the anticipated trip distribution. This was based on existing site travel patterns. As shown, majority of the site traffic arrives and departs to the north.

### **Site and Total Traffic Assignments**

*Exhibit 9* illustrates the site traffic assignment which is based on the traffic characteristics summarized in *Exhibit 8* (traffic generation and trip distribution) and assigned to the area roadways. Four peak hours are shown, including the weekday morning and evening street peak traffic and the Sunday evening worship entering (pre-service) and exiting (post-service) peak traffic.

Site traffic and 2020 No-Build traffic (see *Exhibits 9* and *6*, respectively) were combined to produce the 2020 Total traffic, which is illustrated on *Exhibit 10*.

As previously stated, the FAC will not be a significant generator of traffic, increases in traffic are only anticipated with regular membership growth. As shown on *Exhibits 8* and *9*, the development will have almost a negligible impact on operations along IL Route 59. During the weekday morning and evening peak hours virtually no site traffic will be generated, with one additional vehicle every 7 to 15 minutes. During the Sunday pre- and post-service peak periods, the increase in traffic represents, on average, one additional vehicle per minute.

### **Future Parking Demand**

*Exhibit 11* summarizes the future on-site parking and attendance characteristics. As previously indicated, the existing total parking demand observed on Sunday was 637 vehicles, occurring at 6:00 PM. Therefore, the existing parking demand can be accommodated within the proposed 821 parking spaces on site.

Based on historical data, the BAPS Hindu Temple has been experiencing an annual, compounded growth in membership of approximately 3.5 percent. As membership and attendance of assembly services grow, the occupancy of the on-site parking will also increase. The proposed 821 parking spaces provides for an increase in parking of approximately 29 percent above the current peak parking demand. Given the historical growth in membership, the proposed on-site parking supply will accommodate the peak parking demand on-site for just beyond seven years.

## Capacity Analyses

Capacity analyses are a standard measurement in the industry that identifies how a particular intersection operates. *Exhibit 12 – Part A* lists the analysis parameters, as published in the Transportation Research Board's (TRB) 2010 Highway Capacity Manual (HCM). They are measured in terms of level of service (LOS). LOS A is the best rating, with LOS F being the worst. LOS C is often considered acceptable for design purposes and LOS D is usually considered as providing the lower threshold of acceptable operations. LOS E and F are usually considered unacceptable.

For Two Way Stop Controlled (TWSC) intersections, LOS is reported for conflicting movements on the major street (i.e. left turns onto the minor approach) and for each movement on the stopped approach. Approach "control delay" is also reported in seconds per vehicle.

*Exhibit 12 - Part B* summarizes the intersection capacity analysis results. As shown, all approaches at the study intersection operate at or above an acceptable LOS D before and after the expansion during all four peak hours studied. It should be noted, the westbound left-turn from the site access onto IL Route 59 southbound currently operates at a LOS E and a LOS E/F under future conditions, with the anticipated traffic growth within the area and the addition of the site-generated traffic, during the weekday morning, weekday evening and Sunday worship entering (pre-service) peak hours. The delay experienced by this movement is typical for a minor street intersection with a major street with heavy through volumes. Left-turning vehicles have to wait longer to find an acceptable gap in both north and southbound traffic on IL Route 59.

Capacity analysis summary printouts are provided in *Appendix III*.

## Gap Study

*Exhibit 13* provides the results of a gap study performed at the site access location with IL Route 59. A gap study was conducted by GHA on Sunday, May 3, 2015 from 3:00 to 9:00 PM for the existing five-lane cross section (two through lanes in each direction and a center turn-lane) on IL Route 59. The data collected from the gap study is included in *Appendix IV*.

Gap studies are conducted to determine the duration and frequency of gaps, or interruptions in the through traffic stream, which permits vehicles on side streets site access to turn and enter the through traffic stream or vehicles on the mainline to cross the traffic stream to access a side street. The following three types of gaps were analyzed:

- The number of gaps in the northbound traffic stream on IL Route 59 to provide for a southbound left-turn movement from IL Route 59 onto the site access eastbound (*Exhibit 13 – Part A*).
- The number of gaps in the northbound traffic stream on IL Route 59 to provide for a westbound right-turn movement from the site to northbound IL Route 59 (*Exhibit 13 – Part B*).
- The number of gaps in the combined northbound and southbound traffic streams on IL Route 59 to provide for a westbound left-turn movement from the site to southbound IL Route 59 (*Exhibit 13 – Part C*).

During the critical Sunday peak periods, the types of vehicles performing the above movements is passenger cars only. A minimum clearance time (critical gap) of 6.0 seconds, 7.5 seconds and 8.5 seconds is required for one single passenger car to make a left-turn into the site, right-turn out of the site and a left-turn out of the site, respectively. The minimum timeframe between the departure of one vehicle making a left-turn into the site, right-turn out of the site and a left-turn out of the site and the departure of the next vehicle using the same gap (follow-up time) is 2.2 seconds, 3.3 seconds and 3.5 seconds, respectively.

The available gaps, which were identified by the data collection, were measured against the required amount of time for each movement, as described above. The following summarizes the results during the critical peak hour, as shown on *Exhibit 13 – Part D*:

- Southbound left-turns into the site: 261 required, 284 gaps available during the Sunday worship entering (pre-service) peak hour.
- Westbound right-turns out of the site: 424 required, 515 gaps available during the Sunday worship exiting (post-service) peak hour.
- Westbound right-turns out of the site: 25 required and 46 available during the Sunday worship entering (pre-service) peak hour and 107 required, 164 gaps available during the Sunday worship exiting (post-service) peak hour.

Given the historical growth in membership, the available gaps within the existing IL Route 59 northbound and southbound traffic stream will accommodate the Sunday pre-service and post-service peak hour traffic volumes for just beyond seven years.

#### **Part IV. Recommendations and Conclusions**

Based on GHA's data collection, review and analysis, the proposed Family Activity Center and expansion of on-site parking at BAPS Hindu Temple will be effectively served by the existing roadway network and site access system. The existing access system and roadway lane configurations will continue to effectively serve the projected Sunday pre-service and post-serve peak hour traffic volumes, as well as the weekday morning and evening street peak hour traffic volumes. The proposed expansion to 821 parking spaces on-site will initially accommodate the existing parking demand of 637 vehicles and future (year 2020) peak parking demand of 757 vehicles. However, given the historical growth in membership, the proposed on-site parking is expected to be fully utilized in seven to eight years. At this seven to eight year timeframe, the Sunday pre-service and post-service peak hour traffic volumes are anticipated to exceed the available gaps within the IL Route 59 northbound and southbound traffic stream.

Accordingly, at that time, consideration should be given to expanding the parking supply on-site to accommodate the projected parking demand and/or implement measures to improve vehicle occupancy (rideshare) or to shift attendance to less attended Sunday service. Also at this time, due to the anticipated limited availability of gaps in the IL Route 59 traffic stream, consideration should be given to providing police detail during the Sunday pre- and post-service peak periods (3:00 to 9:00 PM) to facilitate traffic entering and exiting the site (operating similar to traffic signal control) or a second site access to the site should be provided onto Army Trail Road.

## **Part V. Technical Addendum**

The following Exhibits and Appendices were previously referenced. They provide technical support for our observations, findings and recommendations discussed in the text.

### Exhibits

1. Site Location Map
2. Aerial Location Map
3. Parking Survey Locations
4. Parking Occupancy Survey
5. Existing Traffic
6. 2020 No-Build Traffic
7. Site Plan
8. Traffic Characteristics
9. Additional Site Traffic
10. 2020 Total Traffic
11. Project Parking Characteristics
12. Capacity Analysis
13. Gap Analysis

### Appendices

- I. Traffic Count Summaries
- II. Membership Growth Calculations
- III. Capacity Analysis Worksheets
- IV. Gap Study Data

# Technical Addendum

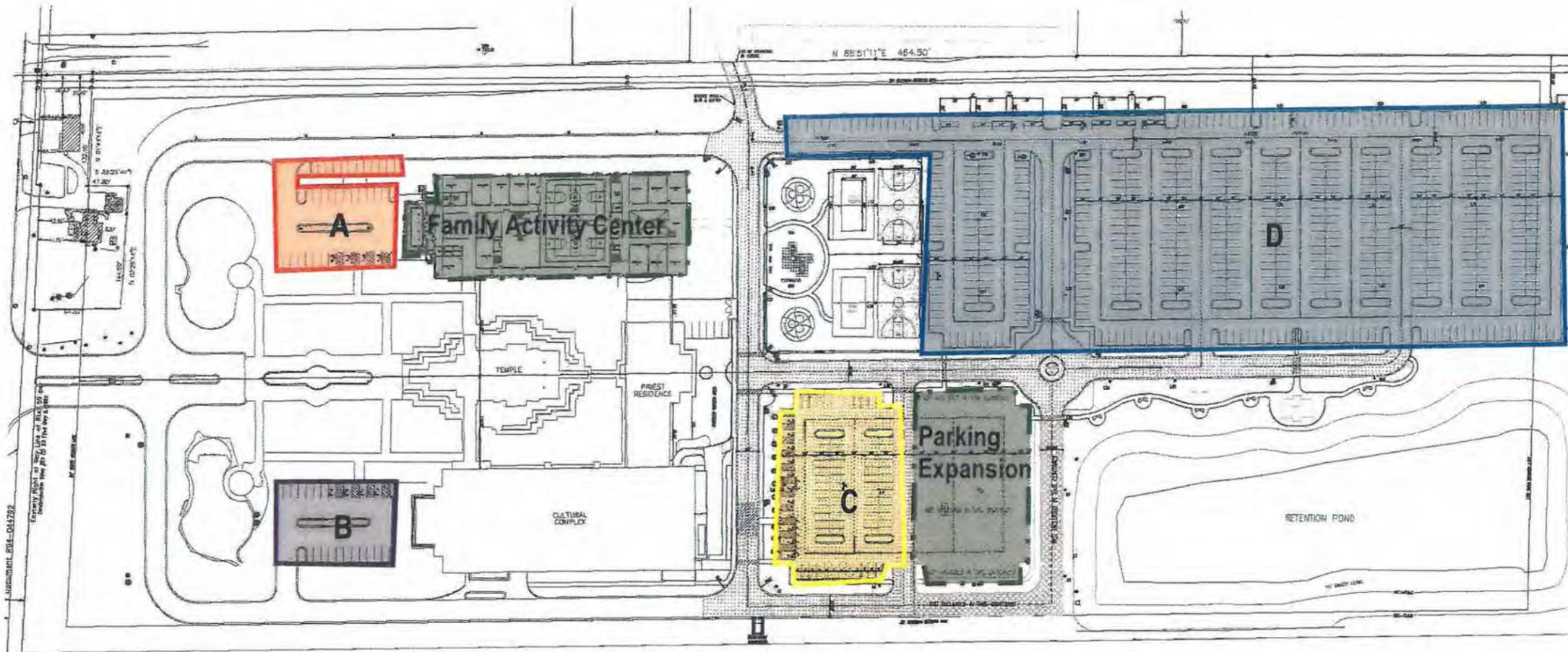
# Exhibits



Proposed Expansion BAPS Hindu Temple – Bartlett, IL



Proposed Expansion BAPS Hindu Temple – Bartlett, IL



Proposed Expansion BAPS Hindu Temple – Bartlett, IL

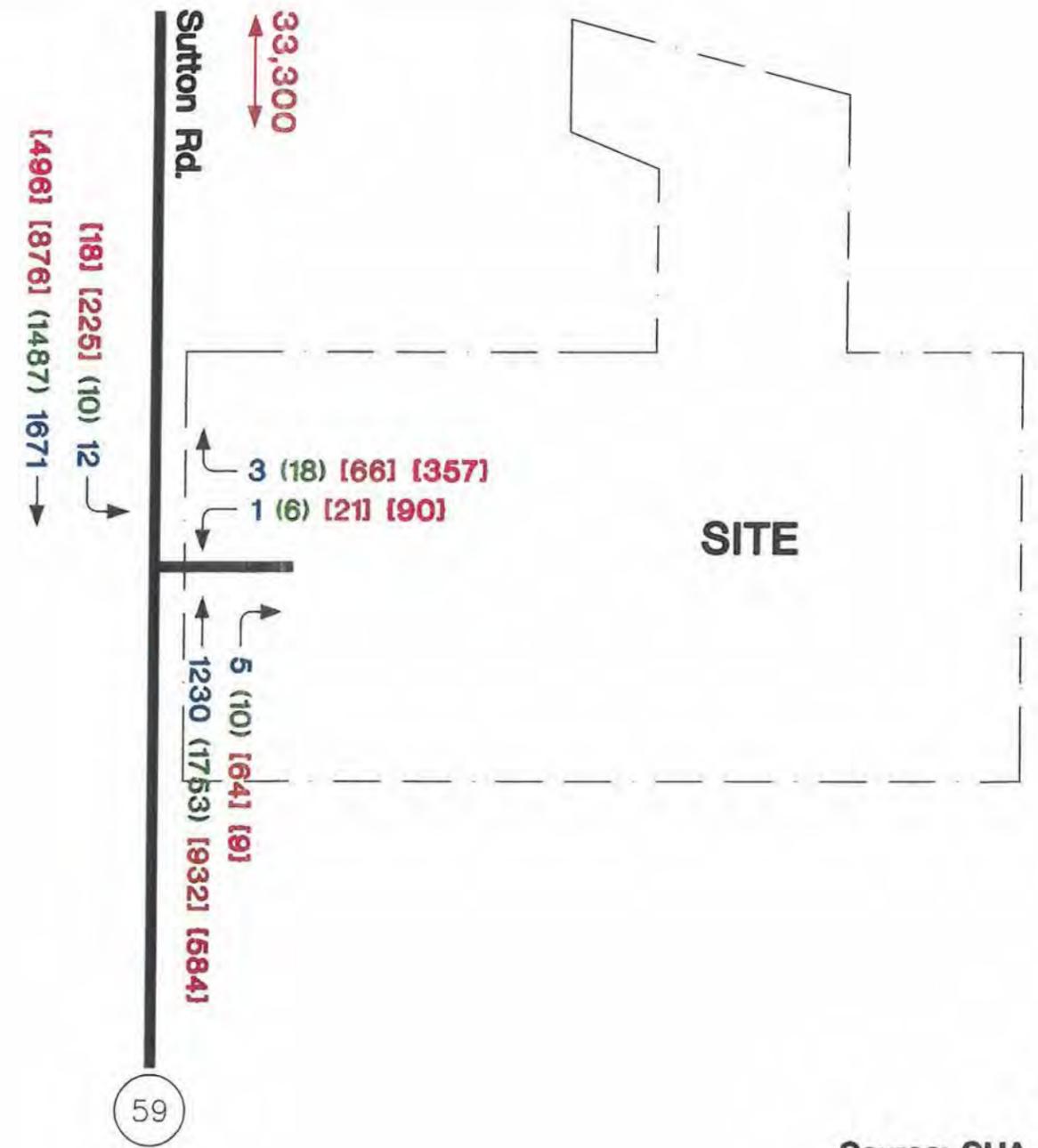
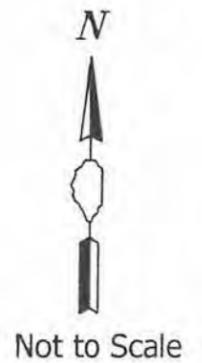
**Exhibit 4 - Parking Occupancy Survey  
BAPS Hindu Temple - Bartlett, Illinois  
3:00 PM - 9:00 PM**

Parking Location See Exhibit 3 for Map	Parking Description	Parking Type	Parking Supply	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM
A	Northwest Lot - West of Family Activity Center	Future Regular Spaces	30	38	44	44	45	39	7	0
		ADA Spaces	4	4	4	4	3	0	0	0
B	Southwest Lot - West of Cultural Complex	Regular Spaces	19	19	19	19	19	20	4	0
		ADA Spaces	3	3	3	3	3	3	1	1
C	Southeast Lot - East of Cultural Complex	Regular Spaces	76	76	76	76	76	77	31	20
		ADA Spaces	11	9	11	11	11	11	6	1
D	Northeast Lot - East of Future Family Activity Center	Regular Spaces	582	30	262	426	480	427	54	18
Totals =			725	179	419	583	637	577	103	40
Overall Percent Occupied =				25%	58%	80%	88%	80%	14%	6%

**Key**

	100%-85% Occupied
	85%-60% Occupied
	Below 60% Occupied

- Legend:**
- XX** - Weekday AM Peak Hour (7:30–8:30 AM)
  - (XX)** - Weekday PM Peak Hour (5:00–6:00 PM)
  - [XX]** - Sunday Entering (Pre-Service) Peak Hour (4:00–5:00 PM)
  - [XX]** - Sunday Exiting (Post-Service) Peak Hour (7:15–8:15 PM)
  - XX** - Average Daily Traffic



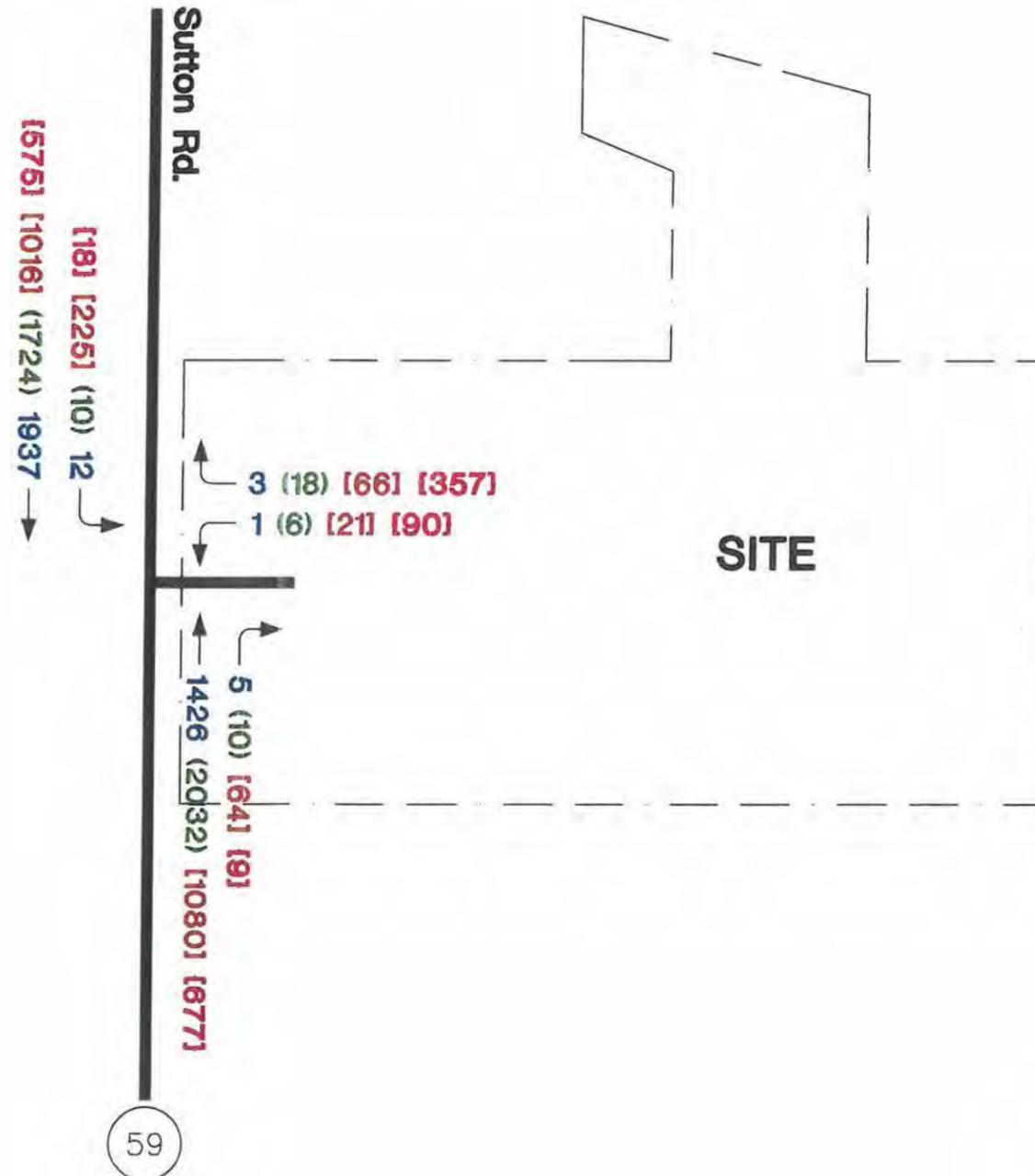
**Legend:**

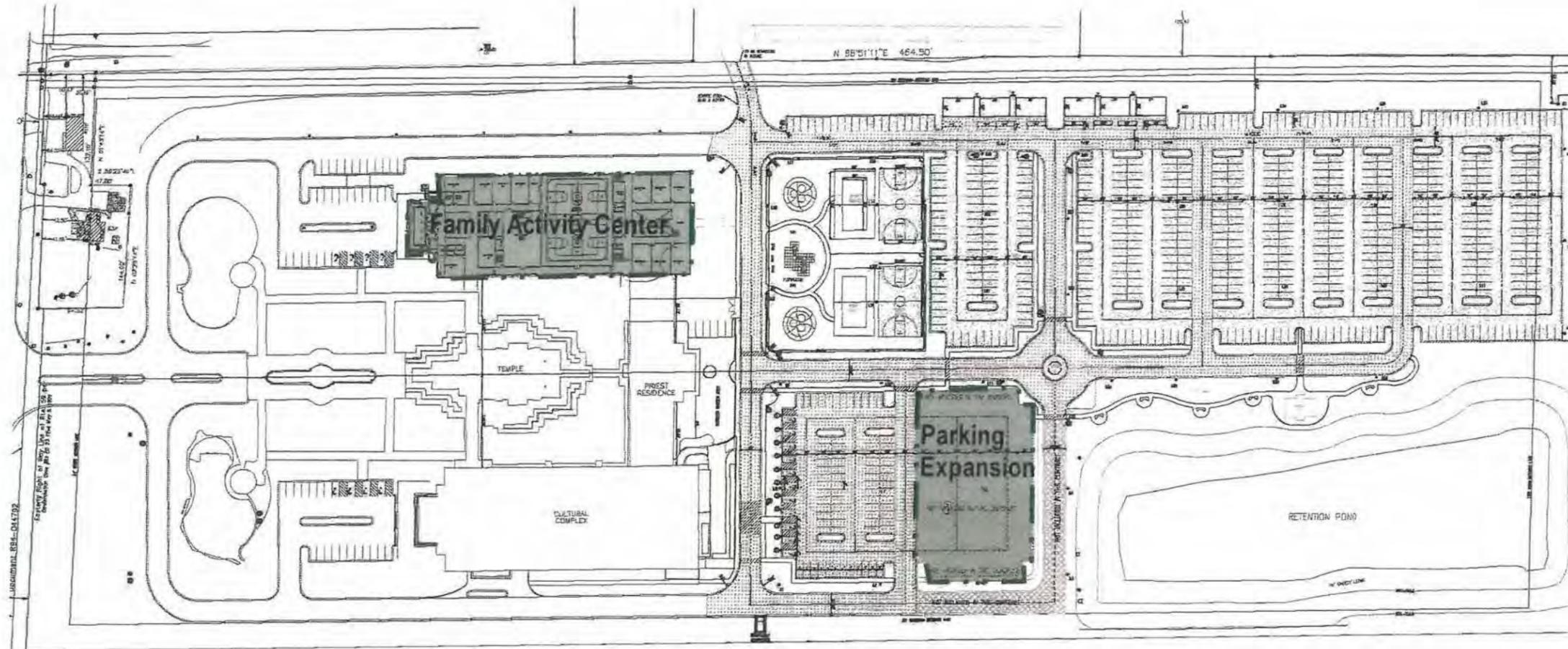
- XX** - Weekday AM Peak Hour (7:30–8:30 AM)
- (XX)** - Weekday PM Peak Hour (5:00–6:00 PM)
- [XX]** - Sunday Entering (Pre-Service) Peak Hour (4:00–5:00 PM)
- [XX]** - Sunday Exiting (Post-Service) Peak Hour (7:15–8:15 PM)

N



Not to Scale





Proposed Expansion BAPS Hindu Temple – Bartlett, IL

**Exhibit 8**  
**Project Traffic Characteristics**  
*BAPS Hindu Temple Expansion - Bartlett, Illinois*

**Part A. Traffic Generation Calculations**

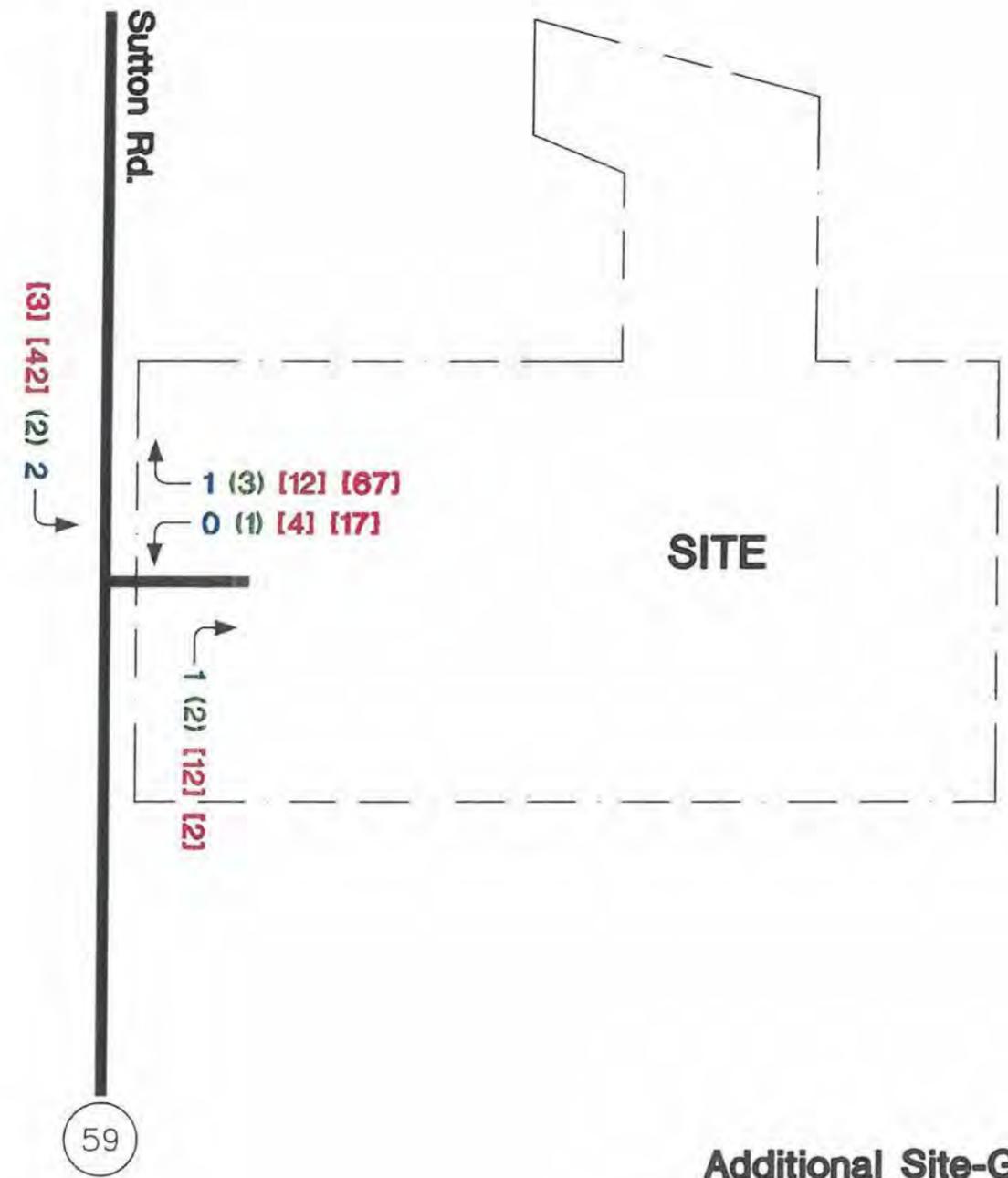
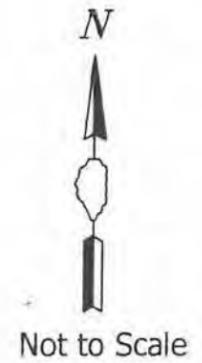
	Weekday AM Peak Hour			Weekday PM Peak Hour			Sunday Pre-Service Peak Hour			Sunday Post-Service Peak Hour		
	In	Out	Sum	In	Out	Sum	In	Out	Sum	In	Out	Sum
Existing	17	4	21	20	24	44	289	87	376	27	447	474
2020 Total Traffic (5 years)	20	5	25	24	28	52	343	103	446	32	531	563
<b>Total Additional Site Traffic=</b>	<b>3</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>8</b>	<b>54</b>	<b>16</b>	<b>70</b>	<b>5</b>	<b>84</b>	<b>89</b>

Source: GHA Intersection Turning Movement Counts (May 3, 2015) - Existing; and BAPS Historical Membership Attendance (3.5% compounded annual growth rate) - 2020 Total.

**Part B. Trip Distribution**

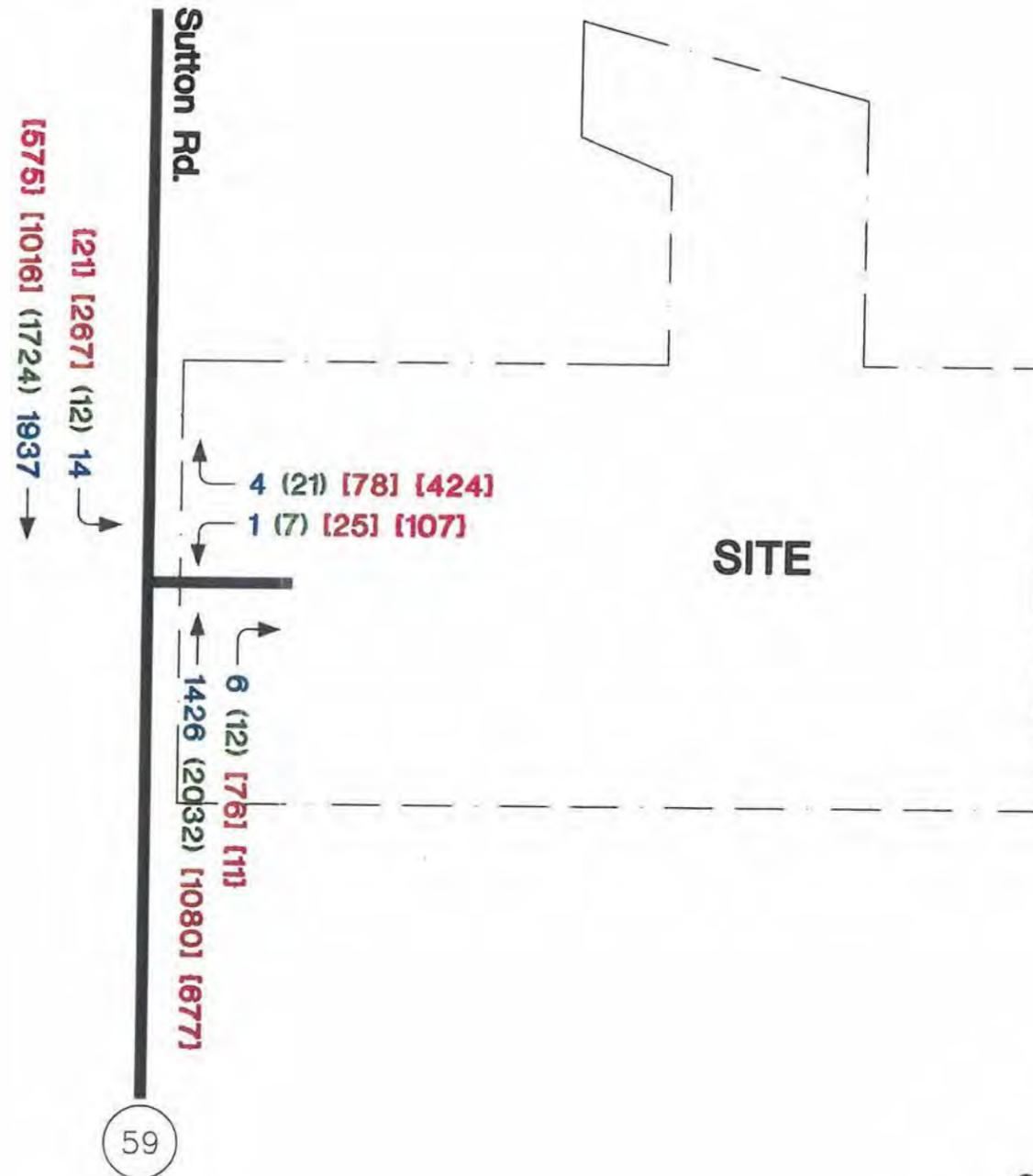
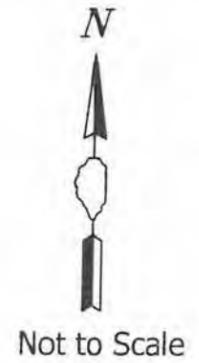
Route & Direction	Percent Use by Route							
	Approach Site From				Depart Site To			
	Weekday		Sunday		Weekday		Sunday	
	AM	PM	Pre-Service	Post-Service	AM	PM	Pre-Service	Post-Service
IL Route 59								
- North of Site	70%	50%	80%	65%	75%	65%	75%	75%
- South of Site	30%	50%	20%	35%	25%	35%	25%	25%
<b>Totals =</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

- Legend:**
- XX** - Weekday AM Peak Hour (7:30–8:30 AM)
  - (XX)** - Weekday PM Peak Hour (5:00–6:00 PM)
  - [XX]** - Sunday Entering (Pre-Service) Peak Hour (4:00–5:00 PM)
  - [XX]** - Sunday Exiting (Post-Service) Peak Hour (7:15–8:15 PM)



**Legend:**

- XX** – Weekday AM Peak Hour (7:30–8:30 AM)
- (XX)** – Weekday PM Peak Hour (5:00–6:00 PM)
- [XX]** – Sunday Entering (Pre-Service) Peak Hour (4:00–5:00 PM)
- [XX]** – Sunday Exiting (Post-Service) Peak Hour (7:15–8:15 PM)



**Exhibit 11**  
**Project Parking Characteristics**  
*BAPS Hindu Temple Expansion - Bartlett, Illinois*

Service	Parking Demand <sup>1</sup>	Parking Occupancy	Attendance	Average Vehicle Occupancy (persons/vehicle)
<b>Existing Parking Demand and Proposed Parking Supply</b>				
7:00 PM	637 vehicles	78%	1,700	2.67
<b>Future (Year 2020) Parking Demand and Proposed Parking Supply</b>				
7:00 PM	757 vehicles	92%	2,020	2.67

<sup>1</sup> Represents peak parking demand observed at 6:00 PM, corresponding with the Sunday 7:00 PM Service.

## Exhibit 12

### Intersection Capacity Analyses

*Proposed Expansion BAPS Hindu Temple - Bartlett, Illinois*

#### Part A. Parameters - Type of Traffic Control (Source: 2010 Highway Capacity Manual)

##### I. Traffic Signals

<u>LOS</u>	<u>Delay (sec / veh)</u>	<u>Description</u>
A	≤ 10	All signal phases clear waiting vehicles without delay
B	>10 and ≤ 20	Minimal delay experienced on select signal phases
C	>20 and ≤ 35	Some delay experienced on several phases; often used as design criteria
D	>35 and ≤ 55	Usually considered as the acceptable delay standard
E	>55 and ≤ 80	Very long delays experienced during the peak hours
F	>80	Unacceptable delays experienced throughout the peak hours

##### II. Stop Sign

<u>LOS</u>	<u>Delay (sec / veh)</u>
A	≤ 10
B	>10 and ≤ 15
C	>15 and ≤ 25
D	>25 and ≤ 35
E	>35 and ≤ 50
F	>50

#### Part B. Results

Roadway Conditions	LOS Per Movement By Approach												Intersection / Approach				
	- = Non Critical or not Allowed Movement > = Shared Lane												Delay (sec / veh)	LOS			
	Eastbound			Westbound			Northbound			Southbound					Delay	LOS	
LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT						
<b>1. IL Route 59 @ Site Access</b>	<b>TWSC</b>																
<b>A. Weekday Morning Peak Hour</b>	<b>WB STOPS</b>																
Existing Traffic (See Exhibit 5)	-	-	-	D	-	B	-	-	-	B	-	-	-	-	-	17.0	C
2020 No-Build Traffic (See Exhibit 6)	-	-	-	E	-	B	-	-	-	B	-	-	-	-	-	19.7	C
2020 Total Traffic (See Exhibit 10)	-	-	-	E	-	B	-	-	-	B	-	-	-	-	-	18.5	C
<b>B. Weekday Evening Peak Hour</b>																	
Existing Traffic (See Exhibit 5)	-	-	-	E	-	C	-	-	-	C	-	-	-	-	-	25.0	C
2020 No-Build Traffic (See Exhibit 6)	-	-	-	F	-	C	-	-	-	C	-	-	-	-	-	32.1	D
2020 Total Traffic (See Exhibit 10)	-	-	-	F	-	C	-	-	-	C	-	-	-	-	-	32.4	D
<b>C. Sunday Entering (Pre-Service) Peak Hour</b>																	
Existing Traffic (See Exhibit 5)	-	-	-	E	-	B	-	-	-	B	-	-	-	-	-	19.0	C
2020 No-Build Traffic (See Exhibit 6)	-	-	-	E	-	B	-	-	-	C	-	-	-	-	-	21.2	C
2020 Total Traffic (See Exhibit 10)	-	-	-	F	-	B	-	-	-	C	-	-	-	-	-	24.2	C
<b>D. Sunday Exiting (Post-Service) Peak Hour</b>																	
Existing Traffic (See Exhibit 5)	-	-	-	C	-	C	-	-	-	A	-	-	-	-	-	15.9	C
2020 No-Build Traffic (See Exhibit 6)	-	-	-	C	-	C	-	-	-	A	-	-	-	-	-	17.5	C
2020 Total Traffic (See Exhibit 10)	-	-	-	C	-	C	-	-	-	A	-	-	-	-	-	20.5	C

**Exhibit 13**  
**Peak Hour Gap Study**  
**Proposed Expansion BAPS Hindu Temple - Bartlett, Illinois**  
**Sunday, May 3, 2015**

**Part A. Northbound Gap Distribution (for Left Turns In)**

Gap Interval	No. of Vehicles per Gap Interval	Gaps in Northbound Traffic on IL Route 59		Total Effective Gaps
		Sunday Entering (Pre-Service) Peak Hour (4:00 -5:00 PM)	Sunday Exiting (Post-Service) Peak Hour (7:15-8:15 PM)	
6.0 to 8.1	1	37	26	26
8.2 to 10.3	2	14	33	66
10.4 to 12.5	3	21	22	66
12.6 to 14.7	4	12	22	88
14.8 to 16.9	5	11	11	55
17.0 to 19.1	6	7	9	54
19.2 to 21.3	7	1	10	70
>21.4	8	13	42	336
Total Peak Hour Gaps =		<b>384</b>		<b>761</b>

**Part B. Northbound Gap Distribution (for Right Turns Out)**

Gap Interval	No. of Vehicles per Gap Interval	Gaps in Northbound Traffic on IL Route 59		Total Effective Gaps
		Sunday Entering (Pre-Service) Peak Hour (4:00 -5:00 PM)	Sunday Exiting (Post-Service) Peak Hour (7:15-8:15 PM)	
7.5 to 10.7	1	23	46	46
10.8 to 14.0	2	28	31	62
14.1 to 17.3	3	15	22	66
17.4 to 20.6	4	6	13	52
20.7 to 23.9	5	4	16	80
24.0 to 27.2	6	7	14	84
27.3 to 30.5	7	0	3	21
>30.6	8	2	13	104
Total Peak Hour Gaps =		<b>226</b>		<b>515</b>

**Part C. Northbound and Southbound Gap Distribution (for Left Turns Out)**

Gap Interval	No. of Vehicles per Gap Interval	Gaps in Northbound and Southbound Traffic on IL Route 59		Total Effective Gaps
		Sunday Entering (Pre-Service) Peak Hour (4:00 -5:00 PM)	Sunday Exiting (Post-Service) Peak Hour (7:15-8:15 PM)	
8.5 to 11.9	1	13	39	39
12.0 to 15.4	2	7	22	44
15.5 to 18.9	3	1	9	27
19.0 to 22.4	4	4	7	28
22.5 to 25.9	5	0	2	10
26.0 to 29.4	6	0	1	0
29.5 to 32.9	7	0	0	0
>33.0	8	0	2	16
Total Peak Hour Gaps =		<b>46</b>		<b>164</b>

**Part D. Gap Supply and Demand Summary**

	Number of Vehicles Needing a Gap	Number of Gaps Available
<b>Site Access - Left Turns In</b>		
Sunday Entering (Pre-Service) Peak Hour (4:00 -5:00 PM)	261	384
Sunday Exiting (Post-Service) Peak Hour (7:15-8:15 PM)	21	761
<b>Site Access - Right Turns Out</b>		
Sunday Entering (Pre-Service) Peak Hour (4:00 -5:00 PM)	45	226
Sunday Exiting (Post-Service) Peak Hour (7:15-8:15 PM)	424	515
<b>Site Access - Left Turns Out</b>		
Sunday Entering (Pre-Service) Peak Hour (4:00 -5:00 PM)	25	46
Sunday Exiting (Post-Service) Peak Hour (7:15-8:15 PM)	107	164

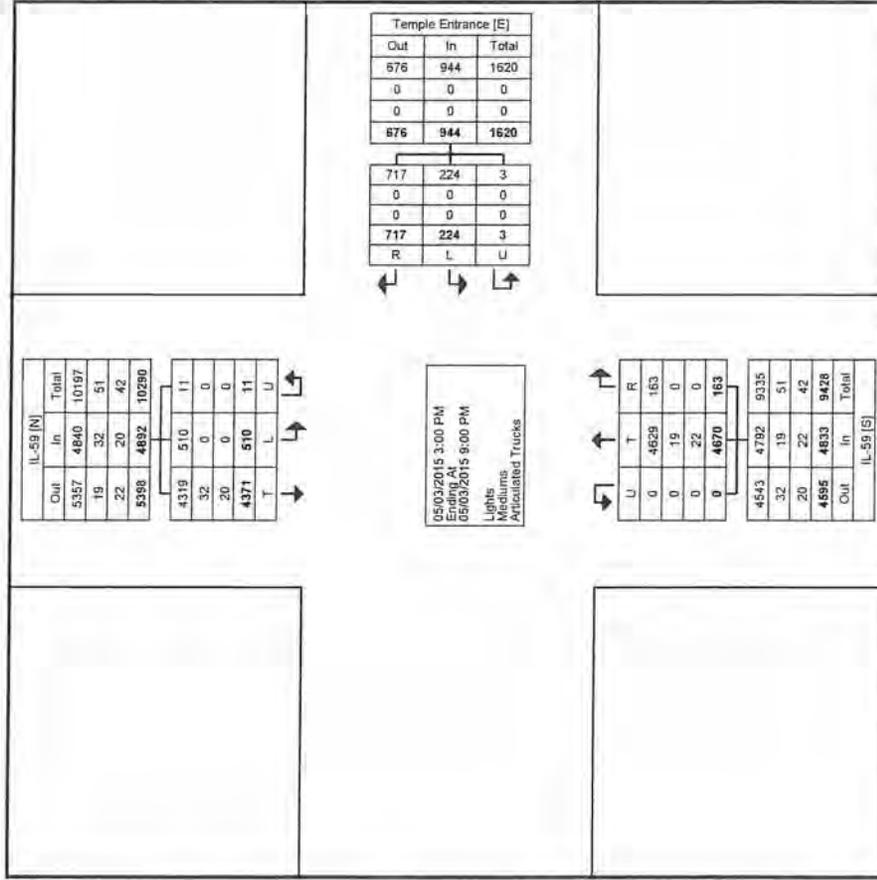
Source: Illinois Bureau of Design and Environment Manual, 2010 (gap acceptance time,  $t_g$ ) and Highway Capacity Manual, 2010 (follow-up time,  $t_f$ ).

# Appendices

**Appendix I**  
**Existing Traffic Count Summaries**

### Turning Movement Data

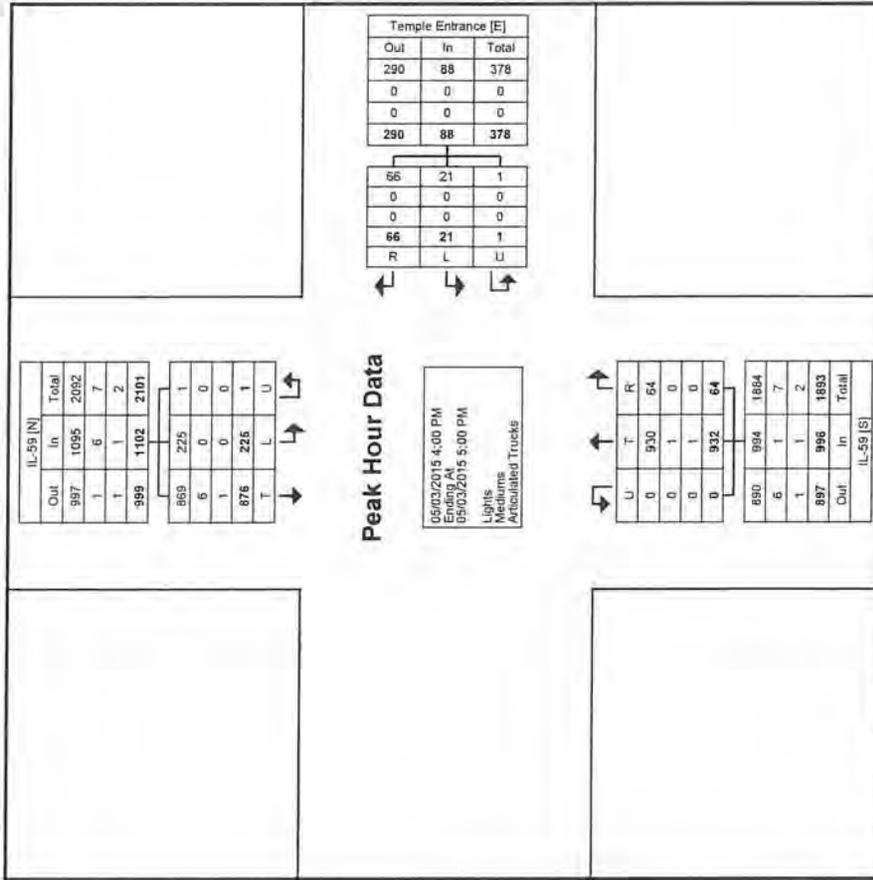
Start Time	IL-59 Southbound				Temple Entrance Westbound				IL-59 Northbound				
	U-Turn	Left	Thru	App. Total	U-Turn	Left	Right	App. Total	U-Turn	Thru	Right	App. Total	Int. Total
3:00 PM	0	15	219	234	0	5	7	12	0	228	12	240	486
3:15 PM	0	33	210	243	0	6	11	17	0	240	6	246	506
3:30 PM	0	28	233	261	0	6	12	18	0	224	11	235	514
3:45 PM	3	37	205	245	0	7	18	25	0	240	10	250	520
<b>Hourly Total</b>	<b>3</b>	<b>113</b>	<b>687</b>	<b>803</b>	<b>0</b>	<b>24</b>	<b>48</b>	<b>72</b>	<b>0</b>	<b>932</b>	<b>39</b>	<b>971</b>	<b>2028</b>
4:00 PM	1	51	225	277	0	3	16	19	0	229	16	245	541
4:15 PM	0	72	238	310	0	10	19	29	0	230	14	244	583
4:30 PM	0	61	205	266	0	5	21	26	0	213	17	230	522
4:45 PM	0	41	208	249	1	3	10	14	0	260	17	277	540
<b>Hourly Total</b>	<b>1</b>	<b>226</b>	<b>876</b>	<b>1102</b>	<b>1</b>	<b>21</b>	<b>66</b>	<b>88</b>	<b>0</b>	<b>932</b>	<b>64</b>	<b>996</b>	<b>2189</b>
5:00 PM	2	33	221	256	0	8	14	22	0	236	12	248	526
5:15 PM	1	25	207	233	0	5	11	16	0	250	8	258	507
5:30 PM	0	19	261	280	0	3	9	12	0	252	5	257	549
5:45 PM	0	17	215	232	0	8	12	20	0	193	11	204	456
<b>Hourly Total</b>	<b>3</b>	<b>64</b>	<b>904</b>	<b>1001</b>	<b>0</b>	<b>24</b>	<b>46</b>	<b>70</b>	<b>0</b>	<b>931</b>	<b>36</b>	<b>967</b>	<b>2038</b>
6:00 PM	1	13	197	211	0	3	9	12	0	214	3	217	440
6:15 PM	0	15	170	185	0	3	23	26	0	212	2	214	425
6:30 PM	0	14	191	205	2	8	24	34	0	188	2	190	429
6:45 PM	0	8	155	163	0	14	12	26	0	170	6	176	365
<b>Hourly Total</b>	<b>1</b>	<b>50</b>	<b>713</b>	<b>784</b>	<b>2</b>	<b>28</b>	<b>68</b>	<b>98</b>	<b>0</b>	<b>784</b>	<b>13</b>	<b>797</b>	<b>1859</b>
7:00 PM	0	7	203	210	0	13	37	50	0	153	1	154	414
7:15 PM	1	7	148	156	0	15	77	92	0	168	2	170	418
7:30 PM	1	5	105	111	0	24	101	125	0	142	1	143	379
7:45 PM	1	3	127	131	0	22	74	96	0	145	2	147	374
<b>Hourly Total</b>	<b>3</b>	<b>22</b>	<b>583</b>	<b>608</b>	<b>0</b>	<b>74</b>	<b>289</b>	<b>389</b>	<b>0</b>	<b>608</b>	<b>6</b>	<b>614</b>	<b>1485</b>
8:00 PM	0	3	116	119	0	29	105	134	0	129	4	133	386
8:15 PM	0	2	96	98	0	17	66	83	0	117	0	117	298
8:30 PM	0	0	120	120	0	5	19	24	0	125	0	125	269
8:45 PM	0	1	96	97	0	2	10	12	0	112	1	113	222
<b>Hourly Total</b>	<b>0</b>	<b>6</b>	<b>428</b>	<b>434</b>	<b>0</b>	<b>53</b>	<b>200</b>	<b>253</b>	<b>0</b>	<b>483</b>	<b>5</b>	<b>488</b>	<b>1175</b>
<b>Grand Total</b>	<b>11</b>	<b>510</b>	<b>4371</b>	<b>4892</b>	<b>3</b>	<b>224</b>	<b>717</b>	<b>944</b>	<b>0</b>	<b>4670</b>	<b>163</b>	<b>4833</b>	<b>10669</b>
Approach %	0.2	10.4	89.3	-	0.3	23.7	76.0	-	0.0	96.6	3.4	-	-
Total %	0.1	4.8	41.0	45.9	0.0	2.1	6.7	8.8	0.0	43.8	1.5	45.3	-
Lights	11	510	4319	4840	3	224	717	944	0	4629	163	4792	10576
% Lights	100.0	100.0	98.8	98.9	100.0	100.0	100.0	100.0	-	99.1	100.0	99.2	99.1
Medians	0	0	32	0	0	0	0	0	0	19	0	19	51
% Medians	0.0	0.0	0.7	0.7	0.0	0.0	0.0	0.0	-	0.4	0.0	0.4	0.5
Articulated Trucks	0	0	20	20	0	0	0	0	0	22	0	22	42
% Articulated Trucks	0.0	0.0	0.5	0.4	0.0	0.0	0.0	0.0	-	0.5	0.0	0.5	0.4



Turning Movement Data Plot

### Turning Movement Peak Hour Data (4:00 PM)

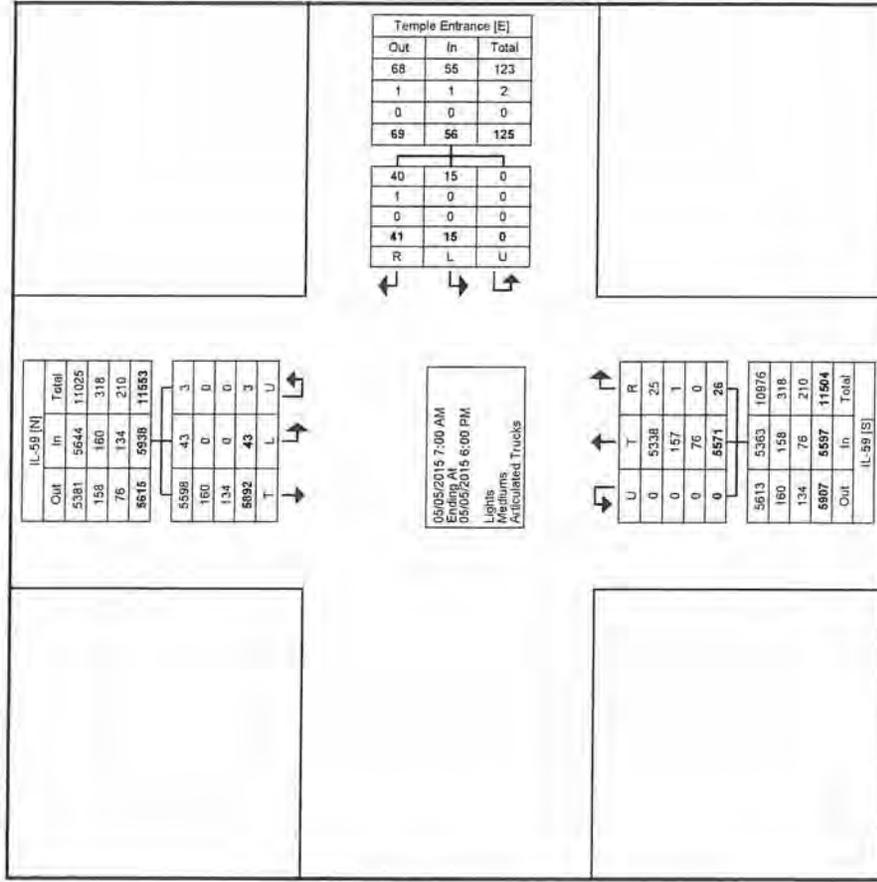
Start Time	IL-59 Southbound				Temple Entrance Westbound				IL-59 Northbound				
	U-Turn	Left	Thru	App. Total	U-Turn	Left	Right	App. Total	U-Turn	Thru	Right	App. Total	Int. Total
4:00 PM	1	51	225	277	0	3	16	19	0	229	16	245	541
4:15 PM	0	72	238	310	0	10	19	29	0	230	14	244	583
4:30 PM	0	61	205	266	0	5	21	26	0	213	17	230	522
4:45 PM	0	41	208	249	1	3	10	14	0	260	17	277	540
Total	1	225	876	1102	1	21	66	88	0	932	64	996	2186
Approach %	0.1	20.4	79.5	-	1.1	23.9	75.0	-	0.0	93.6	6.4	-	-
Total %	0.0	10.3	40.1	50.4	0.0	1.0	3.0	4.0	0.0	42.6	2.9	45.6	-
PHF	0.250	0.781	0.920	0.869	0.250	0.625	0.766	0.759	0.000	0.898	0.941	0.899	0.937
Lights	1	225	869	1095	1	21	66	88	0	930	64	994	2177
% Lights	100.0	100.0	99.2	99.4	100.0	100.0	100.0	100.0	-	99.8	100.0	99.8	99.6
Mediums	0	0	6	6	0	0	0	0	0	1	0	1	7
% Mediums	0.0	0.0	0.7	0.5	0.0	0.0	0.0	0.0	-	0.1	0.0	0.1	0.3
Articulated Trucks	0	0	1	1	0	0	0	0	0	1	0	1	2
% Articulated Trucks	0.0	0.0	0.1	0.1	0.0	0.0	0.0	0.0	-	0.1	0.0	0.1	0.1



Turning Movement Peak Hour Data Plot (4:00 PM)

### Turning Movement Data

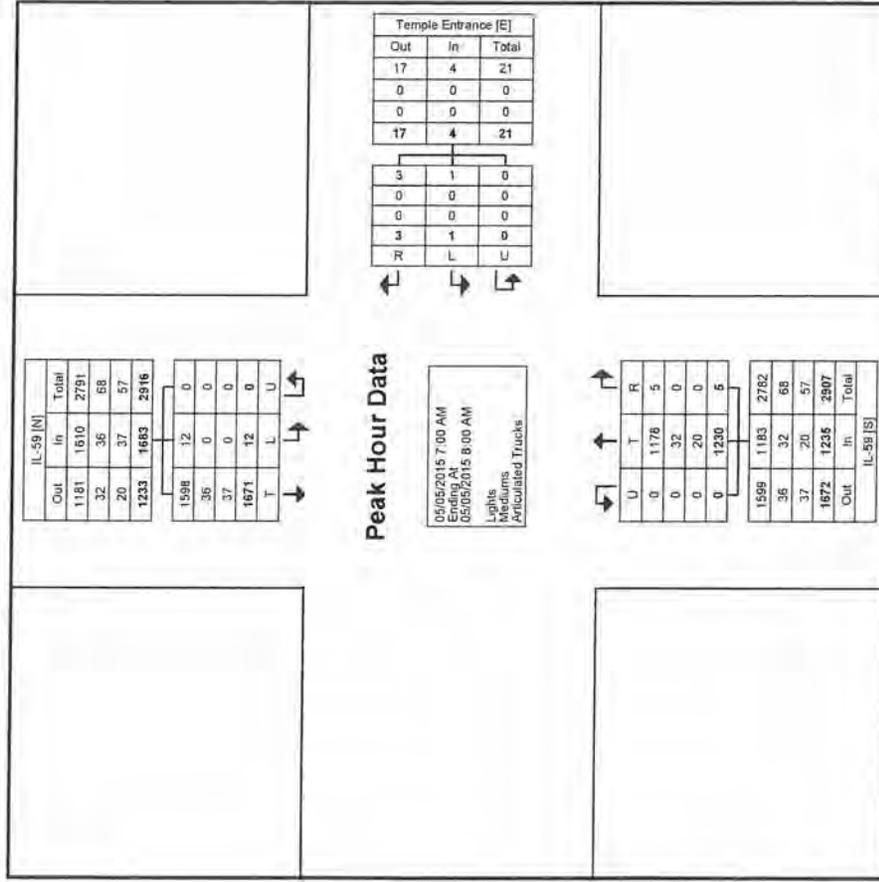
Start Time	IL-59 Southbound				Temple Entrance Westbound				IL-59 Northbound				
	U-Turn	Left	Thru	App. Total	U-Turn	Left	Right	App. Total	U-Turn	Thru	Right	App. Total	Int. Total
7:00 AM	0	2	397	399	0	0	0	0	0	300	1	301	700
7:15 AM	0	7	424	431	0	0	0	0	0	329	3	332	763
7:30 AM	0	2	434	436	0	0	1	1	0	291	0	291	728
7:45 AM	0	1	416	417	0	1	2	3	0	310	1	311	731
<b>Hourly Total</b>	<b>0</b>	<b>12</b>	<b>1671</b>	<b>1683</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>4</b>	<b>0</b>	<b>1230</b>	<b>5</b>	<b>1235</b>	<b>2922</b>
8:00 AM	0	0	382	382	0	3	3	6	0	312	0	312	700
8:15 AM	0	1	372	373	0	0	3	3	0	254	0	254	631
8:30 AM	0	4	378	382	0	0	2	2	0	282	0	282	666
8:45 AM	1	4	274	279	0	0	0	0	0	215	0	215	494
<b>Hourly Total</b>	<b>1</b>	<b>9</b>	<b>1406</b>	<b>1418</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>1063</b>	<b>0</b>	<b>1063</b>	<b>2491</b>
*** BREAK ***													
4:00 PM	1	4	276	281	0	2	4	6	0	337	2	339	626
4:15 PM	0	2	347	349	0	0	3	3	0	392	1	393	745
4:30 PM	0	2	361	363	0	1	2	3	0	401	2	403	769
4:45 PM	0	0	333	333	0	2	5	7	0	449	3	452	792
<b>Hourly Total</b>	<b>1</b>	<b>6</b>	<b>1317</b>	<b>1326</b>	<b>0</b>	<b>5</b>	<b>14</b>	<b>16</b>	<b>0</b>	<b>1579</b>	<b>8</b>	<b>1587</b>	<b>2937</b>
5:00 PM	0	2	388	390	0	0	4	4	0	435	5	440	834
5:15 PM	0	4	384	388	0	3	5	8	0	467	1	468	864
5:30 PM	0	4	382	386	0	1	4	5	0	402	1	403	794
5:45 PM	1	4	344	349	0	2	3	5	0	395	5	400	754
<b>Hourly Total</b>	<b>1</b>	<b>14</b>	<b>1458</b>	<b>1513</b>	<b>0</b>	<b>6</b>	<b>16</b>	<b>22</b>	<b>0</b>	<b>1699</b>	<b>12</b>	<b>1711</b>	<b>3246</b>
<b>Grand Total</b>	<b>3</b>	<b>43</b>	<b>5952</b>	<b>5938</b>	<b>0</b>	<b>15</b>	<b>41</b>	<b>56</b>	<b>0</b>	<b>5571</b>	<b>26</b>	<b>5597</b>	<b>11591</b>
Approach %	0.1	0.7	99.2	-	0.0	26.8	73.2	-	0.0	99.5	0.5	-	-
Total %	0.0	0.4	50.8	51.2	0.0	0.1	0.4	0.5	0.0	48.1	0.2	48.3	-
Lights	3	43	5598	5644	0	15	40	55	0	5338	25	5363	11052
% Lights	100.0	100.0	95.0	95.0	-	100.0	97.6	98.2	-	95.8	96.2	95.8	95.4
Mediums	0	0	160	160	0	0	1	1	0	157	1	158	319
% Mediums	0.0	0.0	2.7	2.7	-	0.0	2.4	1.8	-	2.6	3.8	2.8	2.8
Articulated Trucks	0	0	134	134	0	0	0	0	0	76	0	76	210
% Articulated Trucks	0.0	0.0	2.3	2.3	-	0.0	0.0	0.0	-	1.4	0.0	1.4	1.8



Turning Movement Data Plot

### Turning Movement Peak Hour Data (7:00 AM)

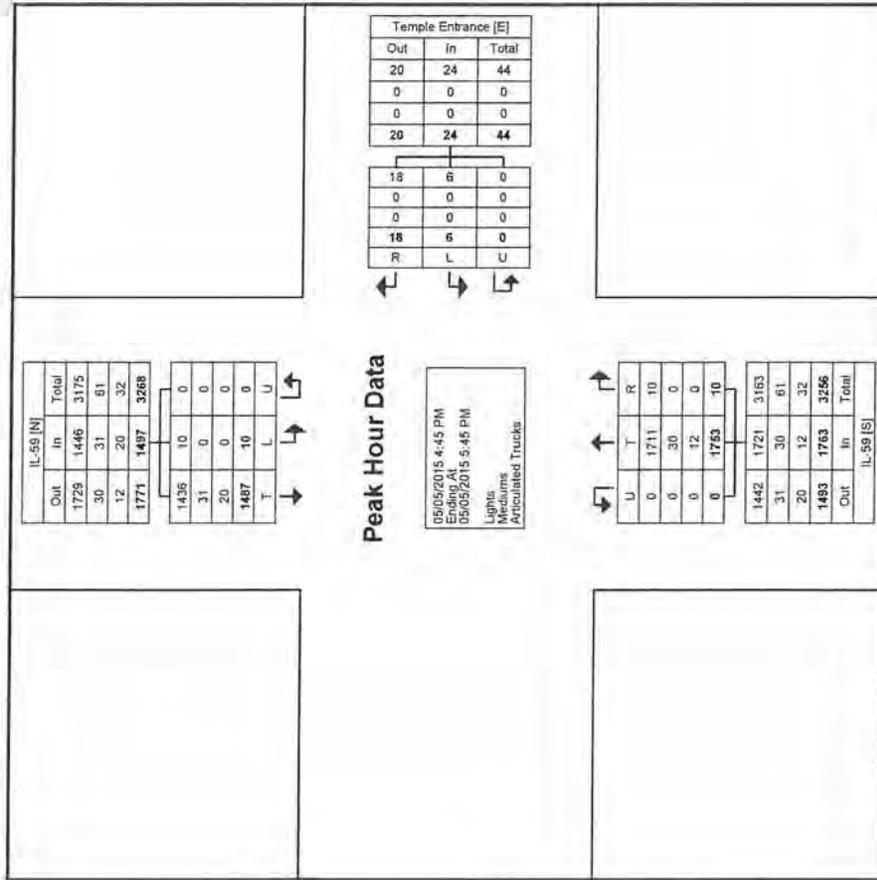
Start Time	IL-59 Southbound				Temple Entrance Westbound				IL-59 Northbound				Int. Total
	U-Turn	Left	Thru	App. Total	U-Turn	Left	Right	App. Total	U-Turn	Thru	Right	App. Total	
7:00 AM	0	2	397	399	0	0	0	0	0	300	1	301	700
7:15 AM	0	7	424	431	0	0	0	0	0	329	3	332	763
7:30 AM	0	2	434	436	0	0	1	1	0	291	0	291	728
7:45 AM	0	1	416	417	0	1	2	3	0	310	1	311	731
Total	0	12	1671	1683	0	1	3	4	0	1230	5	1235	2922
Approach %	0.0	0.7	99.3	-	0.0	25.0	75.0	-	0.0	99.6	0.4	-	-
Total %	0.0	0.4	57.2	57.6	0.0	0.0	0.1	0.1	0.0	42.1	0.2	42.3	-
PHF	0.000	0.429	0.963	0.965	0.000	0.250	0.375	0.333	0.000	0.935	0.417	0.930	0.957
Lights	0	12	1598	1610	0	1	3	4	0	1178	5	1183	2797
% Lights	-	100.0	95.6	95.7	-	100.0	100.0	100.0	-	95.8	100.0	95.8	95.7
Mediums	0	0	36	36	0	0	0	0	0	32	0	32	68
% Mediums	-	0.0	2.2	2.1	-	0.0	0.0	0.0	-	2.6	0.0	2.6	2.3
Articulated Trucks	0	0	37	37	0	0	0	0	0	20	0	20	57
% Articulated Trucks	-	0.0	2.2	2.2	-	0.0	0.0	0.0	-	1.6	0.0	1.6	2.0



Turning Movement Peak Hour Data Plot (7:00 AM)

Turning Movement Peak Hour Data (4:45 PM)

Start Time	IL-59 Southbound				Temple Entrance Westbound				IL-59 Northbound				
	U-Turn	Left	Thru	App. Total	U-Turn	Left	Right	App. Total	U-Turn	Thru	Right	App. Total	Int. Total
4:45 PM	0	0	333	333	0	2	5	7	0	449	3	452	792
5:00 PM	0	2	388	390	0	0	4	4	0	435	5	440	834
5:15 PM	0	4	384	388	0	3	5	8	0	467	1	468	864
5:30 PM	0	4	382	386	0	1	4	5	0	402	1	403	794
Total	0	10	1487	1497	0	6	18	24	0	1753	10	1763	3284
Approach %	0.0	0.7	99.3	-	0.0	25.0	75.0	-	0.0	99.4	0.6	-	-
Total %	0.0	0.3	45.3	45.6	0.0	0.2	0.5	0.7	0.0	53.4	0.3	53.7	-
PHF	0.000	0.625	0.958	0.960	0.000	0.500	0.900	0.750	0.000	0.938	0.500	0.942	0.950
Lights	0	10	1436	1446	0	6	18	24	0	1711	10	1721	3191
% Lights	-	100.0	96.6	96.6	-	100.0	100.0	100.0	-	97.6	100.0	97.6	97.2
Mediums	0	0	31	31	0	0	0	0	0	30	0	30	61
% Mediums	-	0.0	2.1	2.1	-	0.0	0.0	0.0	-	1.7	0.0	1.7	1.9
Articulated Trucks	0	0	20	20	0	0	0	0	0	12	0	12	32
% Articulated Trucks	-	0.0	1.3	1.3	-	0.0	0.0	0.0	-	0.7	0.0	0.7	1.0



Turning Movement Peak Hour Data Plot (4:45 PM)

**Appendix II**  
**Membership Growth Calculations**

Membership Growth

**Traffic Growth Rate<sup>a</sup>**

**BAPS Hindu Temple, Bartlett, Illinois**

	YEAR													Compounded Annual Ave. Rate
	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	
Average Annual Attendance (Sunday Assembly)	800	820	870	905	920	950	990	1,020	1,050	1,090	1,125	1,165	1,210	3.5%

<sup>a</sup> Source: Based upon historical BAPS average annual attendance

**Appendix III**  
**Capacity Analysis Worksheets**

## TWO-WAY STOP CONTROL SUMMARY

General Information			Site Information					
Analyst	GHA		Intersection	IL 59 at Site Access				
Agency/Co.	GHA		Jurisdiction	IDOT				
Date Performed	6/4/2015		Analysis Year	Existing Conditions				
Analysis Time Period	Weekday AM Peak							
Project Description 5003.900								
East/West Street: Site Access			North/South Street: IL Route 59					
Intersection Orientation: North-South			Study Period (hrs): 0.25					
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		1230	5	12	1671			
Peak-Hour Factor, PHF	1.00	0.96	0.96	0.96	0.96	1.00		
Hourly Flow Rate, HFR (veh/h)	0	1281	5	12	1740	0		
Percent Heavy Vehicles	0	-	-	0	-	-		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	0	2	0	1	2	0		
Configuration		T	TR	L	T			
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				1		3		
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.96	1.00	0.96		
Hourly Flow Rate, HFR (veh/h)	0	0	0	1	0	3		
Percent Heavy Vehicles	0	0	0	0	0	0		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	1	0	1		
Configuration				L		R		
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (veh/h)		12	1		3			
C (m) (veh/h)		546	144		477			
w/c		0.02	0.01		0.01			
95% queue length		0.07	0.02		0.02			
Control Delay (s/veh)		11.7	30.2		12.6			
LOS		B	D		B			
Approach Delay (s/veh)	-	-	17.0					
Approach LOS	-	-	C					

## TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	GHA	Intersection	IL 59 at Site Access
Agency/Co.	GHA	Jurisdiction	IDOT
Date Performed	6/4/2015	Analysis Year	Existing Conditions
Analysis Time Period	Weekday PM Peak		

Project Description 5003.900	
East/West Street: Site Access	North/South Street: IL Route 59
Intersection Orientation: North-South	Study Period (hrs): 0.25

### Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound			
	Movement	1	2	3	4	5	6
	L	T	R	L	T	R	
Volume (veh/h)		1753	10	10	1487		
Peak-Hour Factor, PHF	1.00	0.95	0.95	0.95	0.95	1.00	
Hourly Flow Rate, HFR (veh/h)	0	1845	10	10	1565	0	
Percent Heavy Vehicles	0	--	--	0	--	--	
Median Type	Raised curb						
RT Channelized			0			0	
Lanes	0	2	0	1	2	0	
Configuration		T	TR	L	T		
Upstream Signal		0			0		

Minor Street	Eastbound			Westbound			
	Movement	7	8	9	10	11	12
	L	T	R	L	T	R	
Volume (veh/h)				6		18	
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.95	1.00	0.95	
Hourly Flow Rate, HFR (veh/h)	0	0	0	6	0	18	
Percent Heavy Vehicles	0	0	0	0	0	0	
Percent Grade (%)		0			0		
Flared Approach		N			N		
Storage		0			0		
RT Channelized			0			0	
Lanes	0	0	0	1	0	1	
Configuration				L		R	

### Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
			7	8	9	10	11	12
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (veh/h)		10	6		18			
C (m) (veh/h)		331	86		328			
v/c		0.03	0.07		0.05			
95% queue length		0.09	0.22		0.17			
Control Delay (s/veh)		16.2	50.0		16.6			
LOS		C	E		C			
Approach Delay (s/veh)	--	--	25.0					
Approach LOS	--	--	C					

## TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	GHA	Intersection	IL 59 at Site Access
Agency/Co.	GHA	Jurisdiction	IDOT
Date Performed	6/4/2015	Analysis Year	Existing Conditions
Analysis Time Period	Sunday Entering		

Project Description 5003.900	
East/West Street: Site Access	North/South Street: IL Route 59
Intersection Orientation: North-South	Study Period (hrs): 0.25

### Vehicle Volumes and Adjustments

Major Street Movement	Northbound			Southbound		
	1 L	2 T	3 R	4 L	5 T	6 R
Volume (veh/h)		932	64	225		
Peak-Hour Factor, PHF	1.00	0.94	0.94	0.94	0.94	1.00
Hourly Flow Rate, HFR (veh/h)	0	991	68	239	1080	0
Percent Heavy Vehicles	0	--	--	0	--	--
Median Type	Raised curb					
RT Channelized			0			0
Lanes	0	2	0	1	2	0
Configuration		T	TR	L	T	
Upstream Signal		0			0	

Minor Street Movement	Eastbound			Westbound		
	7 L	8 T	9 R	10 L	11 T	12 R
Volume (veh/h)				21		66
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.94	1.00	0.94
Hourly Flow Rate, HFR (veh/h)	0	0	0	22	0	70
Percent Heavy Vehicles	0	0	0	0	0	0
Percent Grade (%)		0			0	
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	0	0	1	0	1
Configuration				L		R

### Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (veh/h)		239	22		70			
C (m) (veh/h)		665	125		553			
v/c		0.36	0.18		0.13			
95% queue length		1.63	0.61		0.43			
Control Delay (s/veh)		13.4	39.9		12.5			
LOS		B	E		B			
Approach Delay (s/veh)	--	--	19.0					
Approach LOS	--	--	C					

## TWO-WAY STOP CONTROL SUMMARY

General Information			Site Information					
Analyst	GHA		Intersection	IL 59 at Site Access				
Agency/Co.	GHA		Jurisdiction	IDOT				
Date Performed	6/4/2015		Analysis Year	Existing Conditions				
Analysis Time Period	Sunday Exiting							
Project Description 5003.900								
East/West Street: Site Access			North/South Street: IL Route 59					
Intersection Orientation: North-South			Study Period (hrs): 0.25					
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		584	9	18				
Peak-Hour Factor, PHF	1.00	0.93	0.93	0.93	0.93	1.00		
Hourly Flow Rate, HFR (veh/h)	0	627	9	19	618	0		
Percent Heavy Vehicles	0	—	—	0	—	—		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	0	2	0	1	2	0		
Configuration		T	TR	L	T			
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				90		357		
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.93	1.00	0.93		
Hourly Flow Rate, HFR (veh/h)	0	0	0	96	0	383		
Percent Heavy Vehicles	0	0	0	0	0	0		
Percent Grade (%)		0			0			
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	1	0	1		
Configuration				L		R		
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (veh/h)		19	96		383			
C (m) (veh/h)		957	370		727			
v/c		0.02	0.26		0.53			
95% queue length		0.06	1.02		3.11			
Control Delay (s/veh)		8.8	18.1		15.3			
LOS		A	C		C			
Approach Delay (s/veh)	—	—	15.9					
Approach LOS	—	—	C					

## TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	GHA	Intersection	IL 59 at Site Access
Agency/Co.	GHA	Jurisdiction	IDOT
Date Performed	6/4/2015	Analysis Year	2020 No-Build
Analysis Time Period	Weekday AM Peak		

Project Description 5003.900	
East/West Street: Site Access	North/South Street: IL Route 59
Intersection Orientation: North-South	Study Period (hrs): 0.25

### Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound			
	Movement	1	2	3	4	5	6
	L	T	R	L	T	R	
Volume (veh/h)		1426	5	12	1937		
Peak-Hour Factor, PHF	1.00	0.96	0.96	0.96	0.96	1.00	
Hourly Flow Rate, HFR (veh/h)	0	1485	5	12	2017	0	
Percent Heavy Vehicles	0	--	--	0	--	--	
Median Type	Raised curb						
RT Channelized			0			0	
Lanes	0	2	0	1	2	0	
Configuration		T	TR	L	T		
Upstream Signal		0			0		

Minor Street	Eastbound			Westbound			
	Movement	7	8	9	10	11	12
	L	T	R	L	T	R	
Volume (veh/h)				1		3	
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.96	1.00	0.96	
Hourly Flow Rate, HFR (veh/h)	0	0	0	1	0	3	
Percent Heavy Vehicles	0	0	0	0	0	0	
Percent Grade (%)		0			0		
Flared Approach		N			N		
Storage		0			0		
RT Channelized			0			0	
Lanes	0	0	0	1	0	1	
Configuration				L		R	

### Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (veh/h)		12	1		3			
C (m) (veh/h)		457	111		417			
v/c		0.03	0.01		0.01			
95% queue length		0.08	0.03		0.02			
Control Delay (s/veh)		13.1	37.7		13.7			
LOS		B	E		B			
Approach Delay (s/veh)	--	--	19.7					
Approach LOS	--	--	C					

## TWO-WAY STOP CONTROL SUMMARY

### General Information

Analyst	GHA
Agency/Co.	GHA
Date Performed	6/4/2015
Analysis Time Period	Weekday PM Peak

### Site Information

Intersection	IL 59 at Site Access
Jurisdiction	IDOT
Analysis Year	2020 No-Build

Project Description 5003.900

East/West Street: Site Access

North/South Street: IL Route 59

Intersection Orientation: North-South

Study Period (hrs): 0.25

### Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		2032	10	10	1724	
Peak-Hour Factor, PHF	1.00	0.95	0.95	0.95	0.95	1.00
Hourly Flow Rate, HFR (veh/h)	0	2138	10	10	1814	0
Percent Heavy Vehicles	0	-	-	0	-	-
Median Type	Raised curb					
RT Channelized			0			0
Lanes	0	2	0	1	2	0
Configuration		T	TR	L	T	
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				6		18
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.95	1.00	0.95
Hourly Flow Rate, HFR (veh/h)	0	0	0	6	0	18
Percent Heavy Vehicles	0	0	0	0	0	0
Percent Grade (%)		0			0	
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	0	0	1	0	1
Configuration				L		R

### Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (veh/h)		10	6		18			
C (m) (veh/h)		255	61		270			
v/c		0.04	0.10		0.07			
95% queue length		0.12	0.31		0.21			
Control Delay (s/veh)		19.7	70.4		19.3			
LOS		C	F		C			
Approach Delay (s/veh)	-	-	32.1					
Approach LOS	-	-	D					

## TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	GHA	Intersection	IL 59 at Site Access
Agency/Co.	GHA	Jurisdiction	IDOT
Date Performed	6/4/2015	Analysis Year	2020 No-Build
Analysis Time Period	Sunday Entering		

Project Description 5003.900	
East/West Street: Site Access	North/South Street: IL Route 59
Intersection Orientation: North-South	Study Period (hrs): 0.25

### Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		1080	64	225	1016	
Peak-Hour Factor, PHF	1.00	0.94	0.94	0.94	0.94	1.00
Hourly Flow Rate, HFR (veh/h)	0	1148	68	239	1080	0
Percent Heavy Vehicles	0	—	—	0	—	—
Median Type	Raised curb					
RT Channelized			0			0
Lanes	0	2	0	1	2	0
Configuration		T	TR	L	T	
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				21		66
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.94	1.00	0.94
Hourly Flow Rate, HFR (veh/h)	0	0	0	22	0	70
Percent Heavy Vehicles	0	0	0	0	0	0
Percent Grade (%)		0			0	
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	0	0	1	0	1
Configuration				L		R

### Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (veh/h)		239	22		70			
C (m) (veh/h)		581	109		499			
v/c		0.41	0.20		0.14			
95% queue length		2.00	0.71		0.49			
Control Delay (s/veh)		15.5	46.2		13.4			
LOS		C	E		B			
Approach Delay (s/veh)	—	—	21.2					
Approach LOS	—	—	C					

## TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	GHA	Intersection	IL 59 at Site Access
Agency/Co.	GHA	Jurisdiction	IDOT
Date Performed	6/4/2015	Analysis Year	2020 No-Build
Analysis Time Period	Sunday Exiting		

Project Description 5003.900	
East/West Street: Site Access	North/South Street: IL Route 59
Intersection Orientation: North-South	Study Period (hrs): 0.25

### Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound			
	Movement	1	2	3	4	5	6
		L	T	R	L	T	R
Volume (veh/h)			677	9	18	575	
Peak-Hour Factor, PHF		1.00	0.93	0.93	0.93	0.93	1.00
Hourly Flow Rate, HFR (veh/h)		0	727	9	19	618	0
Percent Heavy Vehicles		0	--	-	0	-	-
Median Type	Raised curb						
RT Channelized				0			0
Lanes		0	2	0	1	2	0
Configuration			T	TR	L	T	
Upstream Signal			0			0	

Minor Street	Eastbound			Westbound			
	Movement	7	8	9	10	11	12
		L	T	R	L	T	R
Volume (veh/h)					90		357
Peak-Hour Factor, PHF		1.00	1.00	1.00	0.93	1.00	0.93
Hourly Flow Rate, HFR (veh/h)		0	0	0	96	0	383
Percent Heavy Vehicles		0	0	0	0	0	0
Percent Grade (%)			0			0	
Flared Approach			N			N	
Storage			0			0	
RT Channelized				0			0
Lanes		0	0	0	1	0	1
Configuration					L		R

### Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (veh/h)		19	96		383			
C (m) (veh/h)		879	334		682			
v/c		0.02	0.29		0.56			
95% queue length		0.07	1.16		3.51			
Control Delay (s/veh)		9.2	20.1		16.8			
LOS		A	C		C			
Approach Delay (s/veh)	--	--	17.5					
Approach LOS	--	--	C					

## TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	GHA	Intersection	IL 59 at Site Access
Agency/Co.	GHA	Jurisdiction	IDOT
Date Performed	6/4/2015	Analysis Year	2020 Total Traffic
Analysis Time Period	Weekday AM Peak		

Project Description 5003.900	
East/West Street: Site Access	North/South Street: IL Route 59
Intersection Orientation: North-South	Study Period (hrs): 0.25

### Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound			
	Movement	1	2	3	4	5	6
		L	T	R	L	T	R
Volume (veh/h)			1426	6	14	1937	
Peak-Hour Factor, PHF	1.00		0.96	0.96	0.96	0.96	1.00
Hourly Flow Rate, HFR (veh/h)	0		1485	6	14	2017	0
Percent Heavy Vehicles	0		--	-	0	-	-
Median Type	Raised curb						
RT Channelized				0			0
Lanes	0		2	0	1	2	0
Configuration			T	TR	L	T	
Upstream Signal			0			0	

Minor Street	Eastbound			Westbound			
	Movement	7	8	9	10	11	12
		L	T	R	L	T	R
Volume (veh/h)					1		4
Peak-Hour Factor, PHF	1.00		1.00	1.00	0.96	1.00	0.96
Hourly Flow Rate, HFR (veh/h)	0		0	0	1	0	4
Percent Heavy Vehicles	0		0	0	0	0	0
Percent Grade (%)			0			0	
Flared Approach			N			N	
Storage			0			0	
RT Channelized				0			0
Lanes	0		0	0	1	0	1
Configuration					L		R

### Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
			7	8	9	10	11	12
Movement	1	4						
Lane Configuration		L	L		R			
v (veh/h)		14	1		4			
C (m) (veh/h)		456	111		417			
v/c		0.03	0.01		0.01			
95% queue length		0.09	0.03		0.03			
Control Delay (s/veh)		13.1	37.7		13.7			
LOS		B	E		B			
Approach Delay (s/veh)	--	--	18.5					
Approach LOS	--	--	C					

## TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	GHA	Intersection	IL 59 at Site Access
Agency/Co.	GHA	Jurisdiction	IDOT
Date Performed	6/4/2015	Analysis Year	2020 Total Traffic
Analysis Time Period	Weekday PM Peak		

Project Description 5003.900	
East/West Street: Site Access	North/South Street: IL Route 59
Intersection Orientation: North-South	Study Period (hrs): 0.25

### Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound			
	Movement	1	2	3	4	5	6
	L	T	R	L	T	R	
Volume (veh/h)		2032	12	12	1724		
Peak-Hour Factor, PHF	1.00	0.95	0.95	0.95	0.95	1.00	
Hourly Flow Rate, HFR (veh/h)	0	2138	12	12	1814	0	
Percent Heavy Vehicles	0	--	--	0	--	--	
Median Type	Raised curb						
RT Channelized			0			0	
Lanes	0	2	0	1	2	0	
Configuration		T	TR	L	T		
Upstream Signal		0			0		

Minor Street	Eastbound			Westbound			
	Movement	7	8	9	10	11	12
	L	T	R	L	T	R	
Volume (veh/h)				7		21	
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.95	1.00	0.95	
Hourly Flow Rate, HFR (veh/h)	0	0	0	7	0	22	
Percent Heavy Vehicles	0	0	0	0	0	0	
Percent Grade (%)		0			0		
Flared Approach		N			N		
Storage		0			0		
RT Channelized			0			0	
Lanes	0	0	0	1	0	1	
Configuration				L		R	

### Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (veh/h)		12	7		22			
C (m) (veh/h)		254	60		269			
v/c		0.05	0.12		0.08			
95% queue length		0.15	0.38		0.26			
Control Delay (s/veh)		19.9	72.8		19.6			
LOS		C	F		C			
Approach Delay (s/veh)	--	--	32.4					
Approach LOS	--	--	D					

## TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	GHA	Intersection	IL 59 at Site Access
Agency/Co.	GHA	Jurisdiction	IDOT
Date Performed	6/4/2015	Analysis Year	2020 Total Traffic
Analysis Time Period	Sunday Entering		

Project Description 5003.900	
East/West Street: Site Access	North/South Street: IL Route 59
Intersection Orientation: North-South	Study Period (hrs): 0.25

### Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound			
	Movement	1	2	3	4	5	6
		L	T	R	L	T	R
Volume (veh/h)			1080	76	261	1016	
Peak-Hour Factor, PHF		1.00	0.94	0.94	0.94	0.94	1.00
Hourly Flow Rate, HFR (veh/h)		0	1148	80	277	1080	0
Percent Heavy Vehicles		0	--	--	0	--	--
Median Type	Raised curb						
RT Channelized				0			0
Lanes		0	2	0	1	2	0
Configuration			T	TR	L	T	
Upstream Signal			0			0	

Minor Street	Eastbound			Westbound			
	Movement	7	8	9	10	11	12
		L	T	R	L	T	R
Volume (veh/h)					25		78
Peak-Hour Factor, PHF		1.00	1.00	1.00	0.94	1.00	0.94
Hourly Flow Rate, HFR (veh/h)		0	0	0	26	0	82
Percent Heavy Vehicles		0	0	0	0	0	0
Percent Grade (%)		0			0		
Flared Approach		N			N		
Storage		0			0		
RT Channelized				0			0
Lanes		0	0	0	1	0	1
Configuration					L		R

### Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (veh/h)		277	26		82			
C (m) (veh/h)		575	94		496			
v/c		0.48	0.28		0.17			
95% queue length		2.61	1.02		0.59			
Control Delay (s/veh)		16.9	57.3		13.7			
LOS		C	F		B			
Approach Delay (s/veh)	--	--	24.2					
Approach LOS	--	--	C					

## TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	GHA	Intersection	IL 59 at Site Access
Agency/Co.	GHA	Jurisdiction	IDOT
Date Performed	6/4/2015	Analysis Year	2020 Total Traffic
Analysis Time Period	Sunday Exiting		

Project Description 5003.900	
East/West Street: Site Access	North/South Street: IL Route 59
Intersection Orientation: North-South	Study Period (hrs): 0.25

### Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound			
	Movement	1	2	3	4	5	6
		L	T	R	L	T	R
Volume (veh/h)			677	11	21	575	
Peak-Hour Factor, PHF		1.00	0.93	0.93	0.93	0.93	1.00
Hourly Flow Rate, HFR (veh/h)		0	727	11	22	618	0
Percent Heavy Vehicles		0	--	--	0	--	--
Median Type	Raised curb						
RT Channelized				0			0
Lanes		0	2	0	1	2	0
Configuration			T	TR	L	T	
Upstream Signal			0			0	

Minor Street	Eastbound			Westbound			
	Movement	7	8	9	10	11	12
		L	T	R	L	T	R
Volume (veh/h)					107		424
Peak-Hour Factor, PHF		1.00	1.00	1.00	0.93	1.00	0.93
Hourly Flow Rate, HFR (veh/h)		0	0	0	115	0	455
Percent Heavy Vehicles		0	0	0	0	0	0
Percent Grade (%)			0			0	
Flared Approach			N			N	
Storage			0			0	
RT Channelized				0			0
Lanes		0	0	0	1	0	1
Configuration					L		R

### Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (veh/h)		22	115		455			
C (m) (veh/h)		877	332		681			
v/c		0.03	0.35		0.67			
95% queue length		0.08	1.51		5.11			
Control Delay (s/veh)		9.2	21.5		20.3			
LOS		A	C		C			
Approach Delay (s/veh)	--	--	20.5					
Approach LOS	--	--	C					

**Appendix IV  
Gap Study Summary**

5003.902 Bartlett, IL  
 IL-59 and Hindu Temple Entrance  
 6-hr  
 GHA MIO

Gewalt Hamilton Associates Inc.  
 625 Forest Edge Drive  
 Vernon Hills, Illinois, United States 60061  
 (847) 478-9700 lmeans@gha-engineers.com

Count Name: IL-59 and Hindu Temple Entrance  
 GAP  
 Site Code:  
 Start Date: 05/03/2015  
 Page No. 1

**Combined Direction (Southbound)**

Start Time	2.0-3.0	3.0-4.0	4.0-5.0	5.0-6.0	6.0-7.0	7.0-8.0	8.0-9.0	9.0-10.0	10.0-11.0	11.0-12.0	12.0-13.0	13.0-14.0	14.0-15.0	15.0-16.0	16.0-17.0	17.0-18.0	18.0-19.0	19.0-20.0	20.0-21.0	21.0-22.0	22.0-23.0	23.0-24.0	24.0-25.0	25.0-26.0	26.0-27.0	27.0-28.0	28.0-29.0	29.0-30.0	Total	
3:00 PM	46	22	10	12	5	4	2	2	2	1	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	111	
3:15 PM	56	24	24	10	3	1	3	1	0	1	1	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128	
3:30 PM	38	20	7	7	7	3	2	4	1	3	2	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	96	
3:45 PM	46	22	11	12	8	5	1	1	4	3	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	115	
4:00 PM	40	19	10	12	8	1	7	2	1	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	103	
4:15 PM	42	20	11	7	7	3	0	1	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	95	
4:30 PM	52	14	13	6	2	0	2	0	2	2	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	97	
4:45 PM	38	21	20	15	3	5	0	1	1	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	95	
5:00 PM	45	24	10	7	6	3	3	0	1	4	0	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	108	
5:15 PM	44	24	13	16	4	5	9	0	1	0	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	107	
5:30 PM	29	22	16	4	6	8	2	1	3	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	119	
5:45 PM	52	12	15	11	8	6	5	2	2	3	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	94	
6:00 PM	54	27	15	10	8	4	3	3	3	3	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	122	
6:15 PM	50	22	9	12	5	5	3	1	2	1	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	133	
6:30 PM	42	19	18	12	11	6	3	5	0	1	1	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	118	
6:45 PM	33	18	7	6	8	7	2	1	1	1	5	1	0	1	1	3	1	1	0	0	0	0	0	0	0	0	0	0	122	
7:00 PM	36	29	10	7	3	0	5	4	2	2	1	3	1	4	0	1	1	1	0	0	0	0	0	0	0	0	0	0	1	99
7:15 PM	48	24	13	13	7	4	5	3	4	0	1	3	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	111
7:30 PM	29	20	20	10	7	3	3	5	3	1	1	2	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	128
7:45 PM	32	26	10	8	10	5	7	6	3	3	3	1	1	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	115
8:00 PM	33	23	21	7	3	9	4	5	3	3	2	2	1	1	2	0	1	1	0	0	0	0	0	0	0	0	0	0	0	120
8:15 PM	20	15	13	8	5	7	2	7	5	5	1	5	1	2	3	0	1	1	0	0	0	0	0	0	0	0	0	0	0	123
8:30 PM	37	17	13	11	10	5	5	5	3	3	4	1	1	2	4	0	1	0	0	0	0	0	0	0	0	0	0	0	0	103
8:45 PM	22	18	9	11	6	9	7	3	3	3	4	2	4	2	1	1	1	2	0	0	0	0	0	0	0	0	0	0	0	109
Total	964	502	318	234	150	108	85	63	50	47	39	34	14	24	16	8	9	10	2	3	8	1	1	1	1	1	1	1	2699	
Total %	35.7	18.6	11.8	8.7	5.6	4.0	3.1	2.3	1.9	1.7	1.4	1.3	0.5	0.9	0.6	0.3	0.3	0.4	0.1	0.1	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.2	100.0

5003 902 Bartlett, IL  
 IL-59 and Hindu Temple Entrance  
 6-Hr  
 GHA MIO

Gewalt Hamilton Associates Inc.  
 625 Forest Edge Drive

Vernon Hills, Illinois, United States 60061  
 (347) 478-9700 lmeans@gha-engineers.com

Count Name: IL-59 and Hindu Temple Entrance  
 GAP  
 Site Code:  
 Start Date: 05/03/2015  
 Page No.: 2

**Southbound (Southbound)**

Start Time	2.0-3.0	3.0-4.0	4.0-5.0	5.0-6.0	6.0-7.0	7.0-8.0	8.0-9.0	9.0-10.0	10.0-11.0	11.0-12.0	12.0-13.0	13.0-14.0	14.0-15.0	15.0-16.0	16.0-17.0	17.0-18.0	18.0-19.0	19.0-20.0	20.0-21.0	21.0-22.0	22.0-23.0	23.0-24.0	24.0-25.0	25.0-26.0	26.0-27.0	27.0-28.0	28.0-29.0	Total		
3:00 PM	30	9	6	7	4	7	5	1	0	1	3	0	1	4	1	0	2	1	1	1	1	0	1	0	0	0	0	3	89	
3:15 PM	19	11	12	3	4	6	2	6	2	2	2	1	2	1	1	2	0	1	3	1	1	0	0	0	0	0	0	3	85	
3:30 PM	25	8	6	4	5	7	4	4	2	5	0	0	1	2	0	0	1	0	2	0	0	1	2	0	0	0	0	4	83	
3:45 PM	25	16	13	7	9	9	1	2	5	1	3	2	3	0	0	1	1	0	2	0	0	0	0	0	0	0	0	3	103	
4:00 PM	22	9	7	6	6	4	7	3	0	1	2	3	0	0	0	2	0	2	0	0	2	1	0	2	0	0	0	4	83	
4:15 PM	21	9	6	2	5	7	1	3	0	3	0	2	2	0	1	1	0	1	2	0	0	2	0	1	0	1	0	4	74	
4:30 PM	28	15	4	8	2	3	3	4	3	2	2	1	2	2	3	0	0	1	2	1	1	0	0	0	0	0	0	3	90	
4:45 PM	29	15	11	8	6	7	2	2	1	3	1	0	1	1	3	0	1	1	2	0	0	0	0	1	0	0	0	3	99	
5:00 PM	22	19	9	7	8	3	1	3	0	1	3	0	2	3	1	0	1	3	0	1	2	0	0	2	0	0	0	3	92	
5:15 PM	30	11	9	11	6	4	2	2	3	1	2	2	2	1	0	0	0	1	0	0	1	0	1	0	1	0	0	1	5	95
5:30 PM	19	20	18	5	4	4	0	1	1	2	3	2	0	0	0	1	0	3	3	1	1	0	0	0	0	0	2	2	93	
5:45 PM	29	10	9	10	4	5	6	2	3	5	1	2	0	1	3	1	2	0	0	1	0	0	0	0	0	0	1	1	3	99
6:00 PM	31	15	7	8	3	2	2	2	5	1	1	1	4	0	3	0	0	0	0	3	1	0	0	1	0	0	0	3	95	
6:15 PM	31	12	10	11	4	3	1	1	0	3	3	1	2	3	2	0	3	0	0	0	1	2	1	0	0	0	0	3	97	
6:30 PM	25	6	12	3	10	5	3	5	1	3	2	2	2	0	1	3	0	2	0	0	2	0	1	3	0	0	0	2	93	
6:45 PM	17	15	3	2	2	2	3	3	1	2	4	1	0	1	0	2	1	1	2	0	2	0	1	3	0	0	0	2	93	
7:00 PM	18	10	6	6	1	1	4	1	0	1	2	3	2	4	1	1	0	2	2	1	0	1	0	1	0	0	1	0	5	72
7:15 PM	24	11	8	8	3	1	5	4	1	5	1	1	3	0	2	1	1	0	2	1	0	1	0	0	0	0	1	6	74	
7:30 PM	20	10	13	4	2	2	3	2	3	0	6	0	4	4	2	1	0	1	0	0	0	0	0	0	0	0	1	0	4	90
7:45 PM	13	11	7	6	5	5	6	7	3	0	1	0	1	3	2	0	0	0	2	1	0	0	1	0	0	0	0	5	83	
8:00 PM	20	14	11	4	4	9	3	2	5	1	3	0	0	2	3	0	1	1	2	2	0	1	0	1	0	1	1	0	4	83
8:15 PM	12	4	7	5	1	7	1	2	2	3	1	4	1	1	0	1	1	0	3	1	0	0	1	0	1	1	0	4	94	
8:30 PM	14	10	9	6	3	2	1	2	0	2	6	3	1	4	2	0	1	2	0	0	1	0	0	1	2	1	0	7	68	
8:45 PM	8	6	7	2	4	7	7	3	1	2	3	0	1	1	1	3	2	1	1	0	0	1	0	0	1	1	0	5	77	
Total	532	276	210	144	105	112	74	67	39	54	55	31	34	42	29	25	17	26	30	18	13	16	12	11	8	6	95	2081		
Total %	256	13.3	10.1	6.9	5.0	5.4	3.6	3.2	1.9	2.6	2.6	1.5	1.6	2.0	1.4	1.2	0.8	1.2	1.4	0.9	0.6	0.8	0.6	0.5	0.4	0.3	4.6	100.0		

5003 902 Bartlett, IL  
 IL-59 and Hindu Temple Entrance  
 6-hr  
 GHA MIO

Gewalt Hamilton Associates Inc.  
 625 Forest Edge Drive  
 Vernon Hills, Illinois, United States 60061  
 (847) 478-9700 lmeans@gha-engineers.com

Count Name: IL-59 and Hindu Temple Entrance  
 GAP  
 Site Code:  
 Start Date: 05/03/2015  
 Page No: 3

**Northbound (Northbound)**

Start Time	20-30	30-40	40-50	50-60	60-70	70-80	80-90	90-100	100-110	110-120	120-130	130-140	140-150	150-160	160-170	170-180	180-190	190-200	200-210	210-220	220-230	230-240	240-250	250-260	260-270	270-280	280-290	Total		
3:00 PM	27	15	7	7	5	5	3	2	1	4	3	3	1	2	1	2	1	1	1	0	1	0	0	1	0	0	0	0	2	97
3:15 PM	35	18	15	12	4	4	1	4	3	3	1	2	4	1	2	0	0	0	1	1	1	0	0	0	0	0	0	0	1	113
3:30 PM	30	13	7	12	3	3	4	1	3	3	4	0	2	1	3	2	1	0	0	0	0	0	0	0	0	0	0	0	0	96
3:45 PM	20	9	7	11	5	5	7	0	1	2	2	0	2	3	3	1	0	2	1	0	2	0	0	0	0	0	0	0	2	85
4:00 PM	33	18	8	8	8	0	4	1	1	4	1	2	1	1	2	3	2	1	0	0	0	0	0	0	0	0	0	0	1	99
4:15 PM	31	20	13	7	7	2	1	1	1	1	2	1	0	0	1	0	0	0	0	0	0	0	0	0	1	1	3	0	93	
4:30 PM	34	14	13	7	4	5	3	2	2	4	2	2	0	2	1	0	0	0	0	0	0	0	2	0	0	0	0	0	0	97
4:45 PM	20	13	15	6	5	4	3	0	1	3	2	3	1	4	0	0	2	0	0	0	0	0	2	0	0	0	0	0	0	97
5:00 PM	28	15	10	4	7	3	7	2	3	1	1	0	2	2	0	1	1	2	2	0	0	0	2	0	1	1	0	1	1	87
5:15 PM	25	11	13	5	4	8	7	2	3	0	6	4	1	1	1	2	0	1	1	2	2	0	1	0	1	0	1	0	1	95
5:30 PM	20	14	12	7	5	7	4	0	3	1	0	2	3	3	1	2	0	1	1	0	0	1	0	1	1	1	1	0	0	98
5:45 PM	18	6	8	7	5	2	6	0	1	2	5	0	2	2	2	0	1	0	0	0	0	0	1	0	0	0	0	0	0	88
6:00 PM	22	22	3	7	7	4	4	3	1	2	1	1	1	3	3	1	1	1	1	1	1	0	0	3	0	1	0	0	4	72
6:15 PM	26	16	5	6	7	1	4	1	2	3	2	1	1	1	1	2	0	1	1	1	1	1	0	0	3	0	1	0	2	95
6:30 PM	19	12	14	8	5	4	1	4	2	1	0	5	1	1	5	0	3	1	2	1	1	3	0	0	0	0	0	0	0	89
6:45 PM	10	13	6	7	3	5	1	1	4	1	1	0	1	1	2	2	2	1	1	2	2	2	0	0	0	0	0	0	0	93
7:00 PM	25	17	8	3	7	2	2	5	1	2	2	3	2	2	0	1	1	2	0	0	1	2	2	0	0	0	0	0	5	73
7:15 PM	17	19	7	5	4	2	4	6	3	2	2	4	2	1	2	1	0	0	1	1	2	0	1	2	0	1	4	0	1	94
7:30 PM	11	7	4	3	4	1	3	2	5	2	0	2	3	4	0	1	1	2	1	1	2	0	1	0	0	1	0	0	4	90
7:45 PM	20	10	4	2	0	8	5	2	0	1	4	2	2	2	1	2	2	0	0	2	1	1	2	4	0	0	2	3	69	
8:00 PM	13	5	9	3	2	1	4	7	2	3	5	1	2	1	0	1	0	1	3	1	2	2	1	2	1	2	0	0	2	80
8:15 PM	10	5	7	4	5	2	3	2	1	2	0	2	4	2	1	2	1	2	1	1	0	1	0	2	0	0	1	1	6	75
8:30 PM	18	9	9	5	5	0	3	3	2	4	3	2	3	2	4	0	4	0	0	0	0	0	0	0	2	1	0	1	6	67
8:45 PM	10	9	3	5	2	2	5	3	6	1	2	2	3	1	1	0	1	0	1	2	2	3	0	0	0	0	0	2	5	85
Total	522	310	207	151	113	81	91	58	51	48	54	46	42	43	37	27	26	18	16	16	16	21	21	8	16	8	54	2101		
Total %	24.8	14.8	9.9	7.2	5.4	3.9	4.3	2.8	2.4	2.3	2.6	2.2	2.0	2.0	1.8	1.3	1.2	0.9	0.8	0.8	0.8	1.0	1.0	0.4	0.8	0.4	2.6	100.0		



RECEIVED  
COMMUNITY DEVELOPMENT

JUL 07 2015

VILLAGE OF  
BARTLETT

**MEMO**

To: Roberta Grill  
From: Brent Coulter, PE PTOE  
Date: 7/7/2015  
Subject: **BAPS Site – Family Activity Center (Phase 4)**

I have reviewed the petitioner's traffic and parking study (prepared by Gewalt Hamilton) and concur with its general finding that within 7 years (*if not sooner in my opinion*), based on extrapolation of historic membership growth trends, the following parking and site access improvements may be required:

- a. Potential need for additional overall site parking in excess of the 96 "Phase 3a" spaces yet to be constructed.
- b. Provision of police traffic control during the Sunday worship periods and/or an added new site access on Army Trail Road due to site traffic demand exceeding capacity of the existing unsignalized IL 59 access drive.

Other specific comments at this time are shown below.

**1. Approach to Determining Parking Demand for the FAC**

1. The consultant's parking study assumes the new Family Activity Center will not be a new generator of vehicle trips but will provide proper building space for current site visitors/members that are currently served by existing overcrowded facilities (the traffic/parking report also cites specific instances of such overcrowding). This scenario is very similar to the M A Center in Kane County that I am currently involved with and where my initial study addressed the parking and traffic needs to support a major summer retreat attended by thousands and the conversion of existing former private school gymnasium, meeting and office space and dormitories into modernized facilities for day to day operations. I therefore understand the petitioner's approach and rationale for parking supply analysis.

My specific comments at this time are listed below.

- Observations of parking demand (occupancy) were made every hour on a single Sunday (May 3, 2015), with a maximum demand (occupancy) of 637 spaces. It is possible that shorter- term parking peaks within these hourly intervals could have been missed (i.e. not observed) resulting in a lower estimate of demand than actually exists (see also Comment No. 3).
- The BAPS site, with only a single access to/from IL 59, lends itself to a parking accumulation study that would begin with a base overall parking occupancy count and subsequent calculation of parking occupancy at much shorter intervals (say 15-minutes) based on the net change in vehicles in and out of the site as measured by traffic counters on the inbound and outbound lanes of the site access on IL 59.

- The findings of the consultant's approach to calculating parking adequacy for Phase 4 development consideration (based on annual growth in overall parking demand) will differ from that calculated by applying local zoning ordinance parking ratios to the various space types contained within the FAC building (i.e. seating capacity of gymnasium, office/meeting room space, etc.). Some adjustment of the aggregate parking required by the latter approach to account for shared parking potential is appropriate (i.e. to the extent that peak FAC building use and parking demand does not coincide with peak worship service parking demand). The calculated required parking supply based "zoning ordinance parking ratios" could be used to help establish added site parking on the Phase 5 parcel (see also Comment No. 3).

## **2. Outside Use (Rental) of FAC Facilities**

Parking demand generated by the FAC should consider whether outside use (rent or lease) of space may or may not be permitted, and the scheduling and other conditions which could be attached to such use during off-peak BAPS times.

## **3. Overall BAPS Site Parking Supply Adequacy Based on a "Working" Parking Supply.**

The need to compare proposed parking supply to observed existing parking demand, and future extrapolation of such demand, occurs frequently with "campus" oriented or mixed-use developments, where the variety and schedule of internal uses/activities do not lend themselves to standard parking ratio analysis. In these cases it is desirable and often typical to adjust parking supply downward by 10% or 15% to establish a "working" supply of parking that accounts for the effective loss of spaces in winter due to snow storage, other general parking inefficiencies, and user convenience (i.e. minimizing constant recirculation through the parking area to find that "one" available space).

When this adjustment is made to the proposed 821 BAPS spaces, parking supply life at current membership growth rates would only be a little less than 3 to a little more than 4 years, instead of the just over 7 years stated in the petitioner's parking study. This emphasizes the need to establish the "trigger" dates and conditions for future parking on the Phase 5 parcel as part of Phase 4 development action, including whether such future parking is accessed from existing internal roads connected to IL 59 or also from a new site access on Army Trail Road.

## **4. Future Access to/from Army Trail Road.**

The petitioner's traffic study states that police traffic control at the existing IL 59 access or the addition of future Army Trail Road access may be required within seven years or so due to inadequate (gap) capacity on IL 59. As noted above, such access may be desirable to serve future site parking lot construction on the Phase 5 parcel, even if that parcel is not yet developed with commercial space.

Since there is no intervening phase of plan completion between Phase 4 currently under consideration and Phase 5 commercial development, it seems prudent to also consider the timing and conditions for Army Trail Road access as part of Village action on the Phase 4 petition.

Questions which should be addressed include:

- What traffic diversion could be expected at a new Army Trail Road access and how it would operate (with and without a future commercial building on the Phase 5 parcel)?
- Traffic control and lane configuration at this future access (i.e. would all turns be permitted, RI/RO/LI only).
- What turn lane improvements might be required on Army Trail Road to serve this access?
- What is the target (“triggers”) for access construction on Army Trail Rd.?





## COMMUNITY DEVELOPMENT MEMORANDUM

16-182

DATE: August 30, 2016  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, C.D., Director  
RE: **Downtown TOD Plan**

---

### BACKGROUND

Staff applied for and received a Technical Assistance Grant from the RTA in 2014 to create a Transit-Oriented Development (TOD) Plan for Downtown Bartlett. Applying for this grant was one of the 9 short-term recommendations made by the Economic Development Commission, out of 24 total recommendations, at its October 2013 meeting.

After reviewing several submittals by qualified consultants, Staff and the RTA selected Solomon Cordwell Buenz (SCB) as the lead consultant for this project, and SCB has engaged Cindy Fish of Fish Transportation Group and Linda Goodman of the Goodman-Williams Group as part of their consultant team.

A Steering Committee was formed to guide the progress of this Plan and was comprised of Trustee Vince Carbonaro, downtown business owners, managers and local area residents, including E.D. Commissioner Tracy Smodilla, Plan Commissioner Shane Cook, Zoning Board of Appeals Commissioner George Koziol, and representatives from Metra, the RTA and Village Staff.

Stakeholder interviews were conducted early in the study phase, and three Community Meetings were held at Bartlett Hills to elicit comments and participation from the public. A website dedicated to this project was created by the consultants, [www.bartlettdowntownod.com](http://www.bartlettdowntownod.com) and also included a survey that garnered 287 responses.

### DISCUSSION

After numerous meetings and interviews, detailed research by SCB's team, input from the public and by other downtown stakeholders, a detailed TOD Plan has been crafted and addresses issues impacting Downtown Bartlett's success as well as a long-term strategy for addressing these issues and improving the Downtown.

Prior to this draft of the Downtown TOD Plan, SCB and its team completed appendix reports including a **Summary of Existing Conditions**, a **Streetscape and Urban Design Analysis**, **Transportation Recommendations** and a **Downtown Market Analysis**. These supporting background appendices are posted to the project website and can be viewed in the Documents section. Numerous findings from each of these reports were extracted and included in the attached draft Plan.

The TOD Plan is very wide-ranging and detailed, including analysis of individual blocks and properties throughout the Downtown. The key issues addressed throughout this TOD Plan include:

- **Traffic Analysis** – the Fish Transportation Group addressed such issues as pedestrian safety and crosswalks, access to the Metra Station and the split platform, roadways and intersections, signalization, roadway capacity and parking.
- **Bicycle and Pedestrian Connections** – improving connections from surrounding neighborhoods to the Downtown area and the Metra Station.
- **Increase Downtown Residential Population** – strategies that focus on new housing opportunities to fuel commercial growth. This Plan identifies numerous opportunity sites for future development and redevelopment.
- **Bartlett Avenue as the Historic Retail Center of Downtown** - reinforcing and extending the character of this street to the west by encouraging infill development.
- **Revitalizing Older Retail Properties** – enhance the marketability and appeal of existing businesses and properties within the Downtown.

## **PURPOSE AND INTENT OF THE DOWNTOWN TOD PLAN**

This Downtown TOD Plan is intended to provide the Village of Bartlett with a successful implementation timeline and strategy for the development and redevelopment of its Downtown area, centered around the Metra station. The Village is seeking to make the station area more attractive for residents and commuters by promoting a balanced mix of transit oriented land uses including housing opportunities, which would better support local retail uses.

The Plan does so by providing solutions that take advantage of the area's natural amenities, mitigating its inherent weaknesses, and planning in tandem with local demographic characteristics and economic conditions.

The TOD Plan will provide a more detailed set of design tools and regulations for shaping both public and private developments and partnerships in Downtown Bartlett.

### **JUNE 21<sup>ST</sup> VILLAGE BOARD COMMITTEE MEETING**

At its June 21<sup>st</sup> meeting, the Planning & Zoning Committee heard a presentation by Ms. Carlyle of SCB and viewed a PowerPoint presentation summarizing the TOD Plan and the steps that have been taken to craft this Plan. At that meeting, the Planning & Zoning Committee referred the Plan for a Public Hearing to be conducted jointly by the Economic Development Commission, the Plan Commission and the Zoning Board of Appeals for their review and recommendation.

### **JULY 14<sup>TH</sup> EDC, PLAN COMMISSION AND ZBA PUBLIC HEARING**

On July 14<sup>th</sup>, the Village held a special meeting with the three commissions, which conducted a public hearing following Ms. Carlyle's presentation of the draft plan. Testimony was provided by several area residents, as well as two developers with interest in Downtown Bartlett.

During the hearing, commissioners raised questions about commuter parking and the possibility of creating a new Tax Increment Financing district to provide a funding source to facilitate this plan.

### **AUGUST 16<sup>TH</sup> VILLAGE BOARD COMMITTEE MEETING**

A summary of this project, with meeting minutes and a recommendation for TOD Plan approval from the July 14<sup>th</sup> joint committee meeting and public hearing, was presented to the Planning & Zoning Committee on August 16<sup>th</sup>. Following the Committee's consideration and discussion, this matter was forwarded to the Village Board for a final vote.

### **RECOMMENDATION**

To approve the attached Resolution approving the Downtown Transit Oriented Development Plan.

RESOLUTION 2016 - \_\_\_\_\_

**A RESOLUTION APPROVING THE DOWNTOWN  
TRANSIT ORIENTED DEVELOPMENT PLAN**

**WHEREAS**, the corporate authorities have reviewed the Downtown Transit Oriented Development (TOD) Plan and its Appendices, revising the provisions thereof with respect to the specific areas in and around the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and have submitted the same to the Bartlett Economic Development Commission, Plan Commission and Zoning Board of Appeals for their recommendation; and

**WHEREAS**, the Bartlett Economic Development Commission, Plan Commission and Zoning Board of Appeals have heretofore held a joint public hearing with respect to the proposed Downtown TOD Plan on July 14<sup>th</sup>, 2016 and have made their recommendation for approval to the corporate authorities; and

**WHEREAS**, the corporate authorities have considered the recommendations of the Economic Development Commission, Plan Commission and Zoning Board of Appeals and such information as has been derived from the public comments at the public hearings; and

**WHEREAS**, the corporate authorities have determined that it is necessary to adopt the Downtown TOD Plan to provide for the orderly growth of the Village in the Downtown, that the taxable value of land and buildings throughout the Downtown and its surrounding environs may be conserved, that congestion in the public streets may be avoided, that the public health, safety and welfare may otherwise be promoted, and to insure and facilitate

the preservation of sites, areas, and structures of historical, architectural, and aesthetic importance;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, that the Downtown Transit Oriented Development (TOD) Plan should serve as a guide for the future development of the area included in the study and should be used as a reference in policymaking and decision making regarding future development and redevelopment of the Downtown area.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED:** this 6<sup>th</sup> day of September, 2016

**APPROVED:** this 6<sup>th</sup> day of September, 2016

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

**ATTEST:**

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

**C E R T I F I C A T I O N**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016-\_\_\_\_\_, enacted on September 6, 2016 and approved on September 6, 2016, as the same appears from the official records of the Village of Bartlett.

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



Village of Bartlett

# Downtown TOD Plan

06.13.2016

FINAL DRAFT



**Regional  
Transportation  
Authority**

CONSULTANT TEAM:



**GOODMAN WILLIAMS GROUP**  
— REAL ESTATE RESEARCH —

# ACKNOWLEDGEMENTS

The Village of Bartlett Transit Oriented Development (TOD) Plan is the culmination of a 10 month process that included numerous opportunities for Village leadership, residents, major employers, and business owners to participate. Many stakeholders volunteered their time to attend community workshops, meetings, focus groups, and stakeholder interviews. We would especially like to recognize the involvement of the individuals and businesses listed below for their guidance throughout the process:

## Village of Bartlett Staff

Tony Fradin, Village of Bartlett Economic Development Coordinator  
Roberta Grill, Village of Bartlett Assistant Community Development Director

## Transportation Agency Partners

Michael Horsting, Regional Transportation Authority  
Brian Hacker, Metra  
Allison Buchwach, Metra

## TOD Plan Steering Committee

Vince Carbonaro, Village of Bartlett Trustee  
Shane Cook, Plan Commission  
Steve Frei, Resident  
Paul Ohlson, Downtown Resident and Business Owner  
George Koziol, Zoning Board of Appeals  
Don McClure, Resident, Downtown Business, and Property Owner

Mark Mirsky, Resident, Business Owner, and Chamber of Commerce Chairman  
Abby Schwarz, Downtown Resident  
Jane Shoemaker, BMO Harris Bank, Downtown Employer,  
Tracy Smodilla, Economic Development Commission

## Stakeholder Focus Group Participants

Arts in Bartlett  
Bartlett Department of Public Works  
Bartlett Fire Protection District  
Bartlett Historic Society  
Bartlett Parks District  
Bartlett Plaza  
Bartlett Police Department  
Bartlett Public Library District  
BMO Harris Bank  
JC's Mexican Restaurant  
Marcos Pizza

Platform 18

ROI Business Solutions  
Senior Flexonics  
Spin Doctor Cyclewerks  
2 Toots Train Whistle Grill

## Consultant Team

Solomon Cordwell Buenz - Project Management, Planning, and Urban Design  
Goodman Williams Group - Real Estate Market Analysis  
Fish Transportation Group - Transportation Analysis

# TABLE OF CONTENTS

01 INTRODUCTION	
Project Introduction.....	8
Plan Goals .....	9
Study Area Overview .....	11
Public Input Overview .....	22
Overall TOD Planning Strategies .....	28
02 REAL ESTATE MARKET ANALYSIS OVERVIEW	
Methodology Overview .....	32
Residential Market Conclusions.....	33
Commercial Market Conclusions .....	34
03 TRANSPORTATION & CONNECTIVITY OVERVIEW	
Overall Transportation Recommendations .....	38
Bike Recommendations .....	42
Streetscape Analysis .....	44
04 DOWNTOWN REVITALIZATION RECOMMENDATIONS	
Downtown Management & Collaboration .....	48
Downtown Revitalization Strategies.....	49
Events & Activities.....	50
Marketing & Signage .....	51
05 DEVELOPMENT & PUBLIC REALM RECOMMENDATIONS	
Opportunity Sites Overview .....	58
Concepts Overview .....	60
Opportunity Site Development Strategies.....	62
06 IMPLEMENTATION STRATEGIES	
Development Phasing Strategy .....	92
Action Check List.....	100





# 01 Introduction

## Project Introduction

The Village of Bartlett received a grant through the Community Planning Program of the Regional Transportation Authority (RTA) to fund the creation of a Downtown Transit Oriented Development (TOD) Plan for the Metra station area.

In general, TOD plans focus on district improvements that encourage the creation of sustainable and walkable communities with reduced automobile dependency, and identify ways to pair economic development with transportation improvements. Plan strategies can include but are not limited to identifying business attraction strategies, creating a safer walking environment, encouraging active ground floor uses, expanding housing options, and increasing downtown event programming.

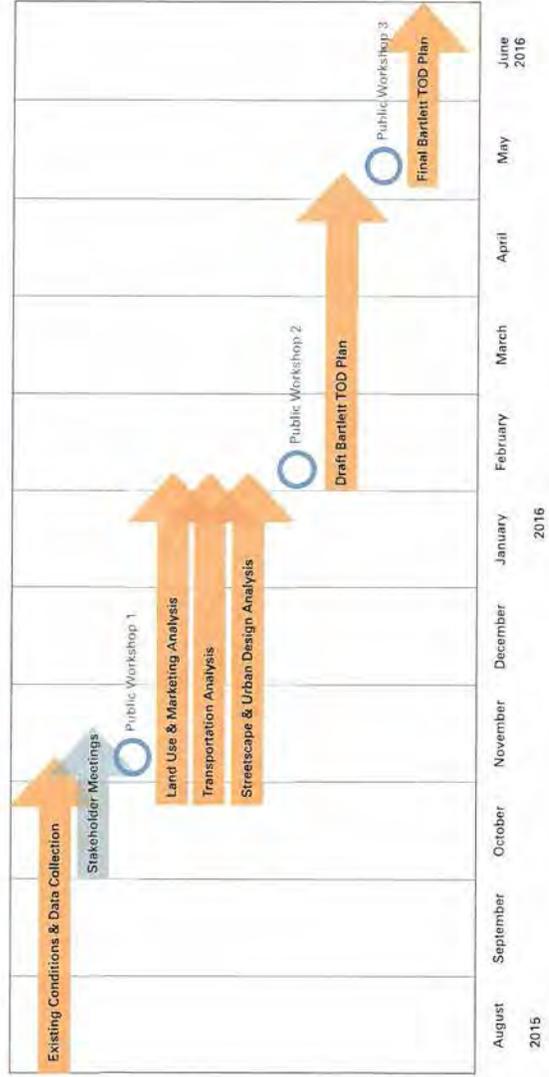
The Village of Bartlett Downtown TOD Plan process took place over roughly 10 months and was guided by a Steering Committee comprised of Downtown residents, business owners, and Village leaders. At key milestones in the process, the community was invited to participate in public workshops to discuss and comment on the plan components.



Playa and artwork in the park near town center.



Bartlett Metra station (opposite building)



## What are the benefits of Transit Oriented Development (TOD)?

The goal of creating developments in close proximity to public transit options is to use transit resources effectively, reduce congestion, and give a boost to the local economy. TOD plans promote walking and an active lifestyle, by encouraging quality streetscape and buildings in a compact layout. This consequently allows for more efficient use of land, and often requires less land area to be dedicated to parking due to the potential for sharing between businesses.

Planning for new development around the Bartlett Metra station will help expand Metra ridership, attract new visitors, and investment to Downtown. **Locally, making transit options and the Downtown more attractive will help to bring new customers to existing businesses, as well as attract new shopping, restaurant, and employment options to the area.** Regionally, the increase in transit ridership helps to alleviate traffic congestion, reduce the need for new roadways, and reduce air pollution.

## Why is Bartlett a Good Opportunity for TOD?

Downtown Bartlett is an excellent opportunity for new residential development. Existing housing units, especially those available for rent, are almost fully leased out. Regionally, Downtown locations that are well served by public transit are very attractive to developers and have generally recovered from the recession of 2008 faster than suburban areas that are less connected. Bartlett also has an established, walkable street pattern Downtown, with quiet tree-lined residential streets, good sidewalks, high quality community facilities, and very little traffic congestion. Residential settings like Bartlett appeal to a growing demographic of young professionals and empty nesters who are investing in new suburban housing. The Real Estate Market Analysis conducted as part of this Plan concludes that there is sufficient demand today to support the construction of 50-60 apartments and 45-55 townhomes units Downtown over the next 3 years.

To continue to reinforce Downtown Bartlett as a transit served, amenity rich, mixed-use neighborhood, residential growth should be paired with the pedestrian, public realm, and transportation improvements outlined within this Plan. As the Downtown residential population grows, it will also help to better sustain the existing businesses, as well as help attract new retail and restaurants to the area.

### Goals of the TOD Plan

- Foster a greater sense of community pride and vibrancy in Downtown Bartlett
- Increase economic development throughout the Downtown area
- Provide a mixed-use environment, with more residential options, a variety of commercial businesses, and jobs within the Village
- Expand the local tax base to support future infrastructure improvements
- Encourage commuters to use Metra to help reduce traffic congestion and air pollution
- Maintain and enhance the appearance of the Downtown to provide a stronger sense of place
- Advance sustainability and public health goals through the promotion of a compact, walkable community

**Legend**

- 1. Senior Flexionics
- 2. Bartlett Plaza Shopping Center
- 3. US Post Office
- 4. CVS
- 5. BMO Harris Bank
- 6. American Charter Bank
- 7. V&V Paesano Pizzeria
- 8. Main Street Plaza Shopping Center
- 9. Village Hall
- 10. Police Department
- 11. Hanover Township Emergency Services
- 12. AT&T Data Center
- 13. Platform 18
- 14. Banbury Fair
- 15. Dance Motions Inc.
- 16. Bartlett Smiles
- 17. Spin Doctor Cyclewerks
- 18. Associated Bank
- 19. JC's Mexican Restaurant
- 20. TI's Four Seasons
- 21. Town Center Shopping Center
- 22. Bartlett Elementary School
- 23. St. Peter Damian Catholic School



**Study Area Boundary**

1/2 Mile Walking Radius

1/4 Mile Walking Radius

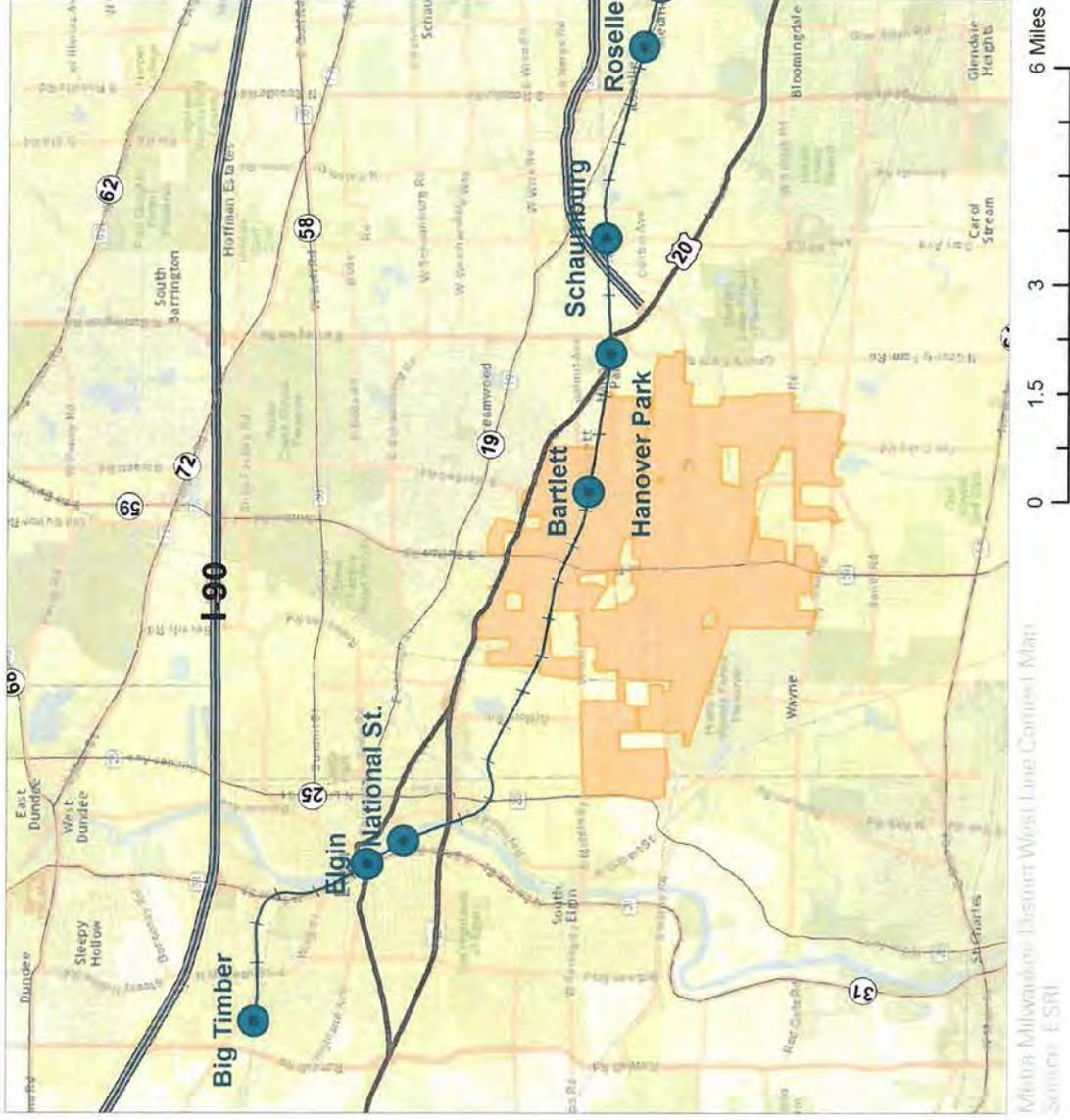
**Metra Station**

## Study Area Overview

The study area for the TOD Plan is focused on the walkable district surrounding the Metra station which includes Bartlett's core Downtown retail and residential zone, as well as schools, professional offices, major employers, and park spaces. The TOD study area covers roughly 240 acres of land, and is bounded by Western Avenue, North Avenue, South Prospect Avenue and West Devon Avenue (shown on the facing page).

The Village of Bartlett is located roughly 35 miles northwest of Downtown Chicago, and includes portions of the Lake Street / Illinois Route 20 and Illinois Route-59 corridors. The Village is split between Cook, DuPage, and Kane Counties, and shares boundaries with the neighboring communities of Elgin, South Elgin, Streamwood, Hanover Park, Carol Stream, West Chicago, and Wayne.

Bartlett's Metra station is located on the Metra Milwaukee District West Line, that provides service from downtown Chicago – Union Station to Big Timber Road in Elgin. There are approximately 68 trains per day through Downtown Bartlett, of which 58 are Metra commuter trains (weekday trains) and about 10 are freight trains.



Metra Milwaukee District West Line Corridor Map  
Source: ESRI

## Study Area Overview

### Demographics

The population of Bartlett in 2015 is estimated to be 41,299. It has grown by 12.5% in the past fifteen years, with the majority of this growth seen between 2000 and 2010. Since 2010, the population has remained steady, and is only projected to increase slightly by 2020.

An estimated 76.1% of the population in Bartlett identifies as White. Asians make up the largest minority, comprising 15% of the population. The Hispanic population of Bartlett has increased significantly since 2000. It now is estimated as 11% of the population.

### Age Distribution

The median age of residents in the community has increased 15.9% since the 2000 Census, from 33.4 to 38.7 years. CMAP estimates the median age in the seven-county region is 36.0. As the population continues to age, the municipality will have to plan accordingly for these growing populations.

Three segments of the population in Bartlett are increasing:

- Individuals in their young 20's
- Those aged 45 – 54, who are typically in their peak earning years
- Seniors, both 55 -74 and 75+



Mix of older and new buildings along Bartlett Avenue



Existing multi-family units in the Town of Glenview

### Housing Characteristics

Bartlett's housing stock, which has a total of 14,187 units, is predominantly made up of owner-occupied units (a total of 88.1%). The housing vacancy rate is only 2.9%, which is considered very low and a positive indicator by most standards.

More than 90% of homes within Bartlett were constructed in the decades spanning 1970 to 2009. The 1990s were the most significant decade for housing construction within the Village, with 5,327 homes built during this ten year period (37% of the housing stock).

As measured by the issuance of residential building permits, annual new home construction volumes over the last 10 years peaked in 2005 with 511 single family and 238 multi-family permits issued – then tumbled into a deep hole as the housing and financial market crises hit and the regional and national economies fell into recession. Construction volumes within the Village have yet to recover, having hovered near zero since 2008.

During the past few years, Bartlett has only permitted 20 single family residential units and no multifamily units. Streamwood has permitted a total of 150 single family and multifamily units during the same time frame.

## Study Area Overview

The Downtown Bartlett Study Area encompasses a wide variety of housing types, including detached single family homes and multi-family rental apartments, townhomes, and condominiums.

### Downtown Employment

Senior Flexionics, located on Devon Avenue, is Downtown's largest employer with 400 employees. They manufacture flexible mechanisms for exhaust, cooling, and fuel distribution systems. According to the Human Resources Manager for Senior Flexionics, most employees travel from neighboring suburbs to work at the location and the overwhelming majority commutes via personal vehicle.

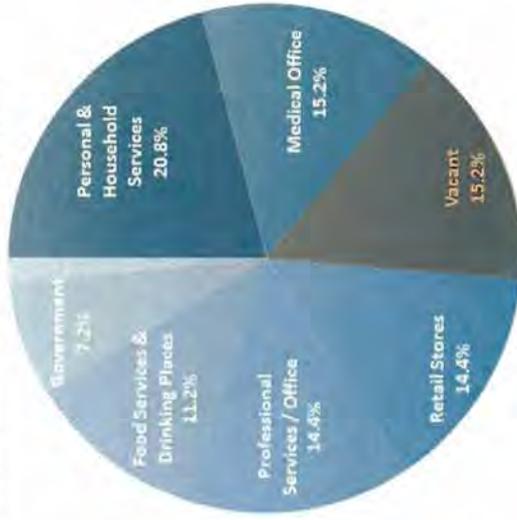
Many other Downtown employees work in Village Hall, the Fire Department, or Bartlett Elementary School. Together with the manufacturing jobs at Senior Flexionics, these industries comprise nearly two-thirds of the Downtown employment. Fourteen restaurants and 18 retail stores are located Downtown, employing 150 people.

### Downtown Commercial

Nineteen storefronts in Downtown Bartlett are vacant, a relatively high percentage. Retail and Restaurants comprise of 25.6% of total establishments. Professional and medical offices and other service businesses together comprise 50.4% of the total businesses in Downtown Bartlett.

Bartlett does not have as much retail as its neighboring communities as measured by annual retail sales tax. It collected just over \$2 million in retail sales tax in 2014 as compared to \$7.9 million in Bloomingdale.

### Downtown Business Inventory



Source: Downtown/Wallice's Group



Lower center power use building along Main St.



Unfulfilled vacant government along Main St.

## Study Area Overview

### Metra Rail Ridership

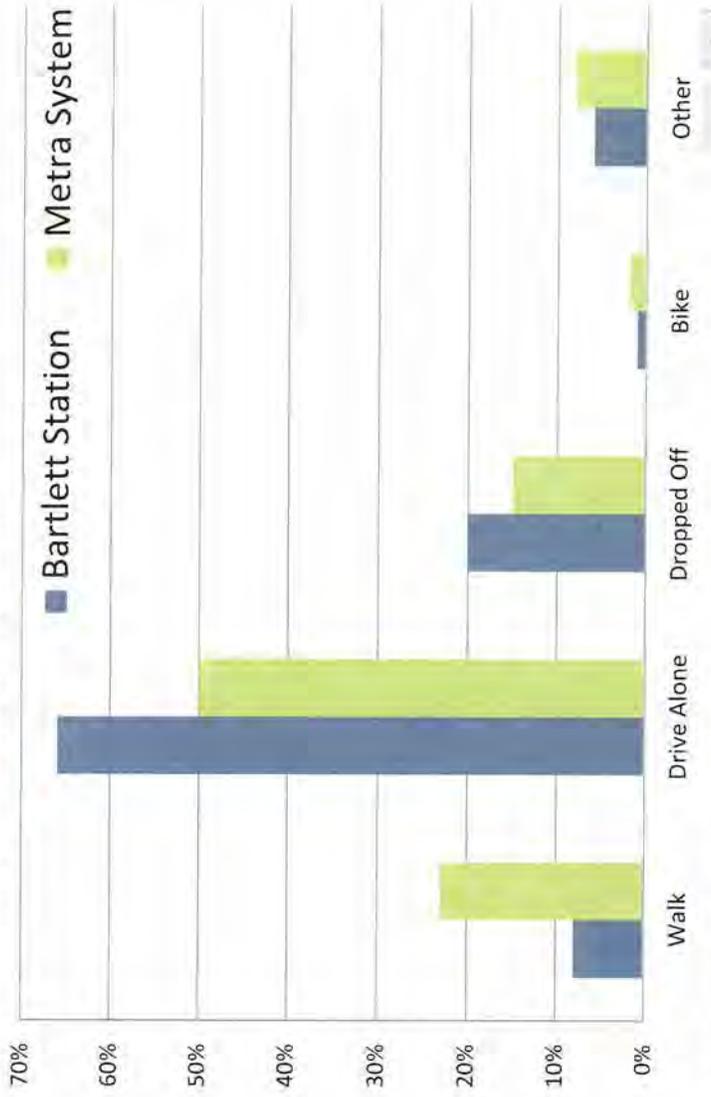
Per Metra's most recent ridership surveys (2014), there are 1,081 typical weekday boardings at the Bartlett station. Ridership at this station grew considerably in the 1980s and has been relatively stable since. Bartlett is appealing to commuters because it is the last station in Metra's Zone F, which is two fare zones lower than the next closest station to the west (Elgin, National Street).

### Getting to the Station

Mode of access to the station is predominantly by driving alone/parking, followed by being dropped off as shown to the right. Bartlett has a higher drive alone access to the station and a much lower number of riders who walk compared to both the MD-W line and the Metra system as a whole.

The Bartlett Metra station attracts riders from a fairly wide area, drawing as far west as South Elgin, as far north as Schaumburg, and as far south as Army Trail Road. This could be attributable to the fare zone location and availability of daily fee parking spaces. Drawing from this large of an area also contributes to the higher percentage of drive alone access to the station.

How Commuters Get to the Metra Station



### Key Metra Commuter Considerations

**Commuter parking:** Existing parking is 85% utilized. This is the level at which additional parking resources may need to be considered.

**Access to Metra station:** The highest percentage of commuters who access the Bartlett station drive alone and park, while the walk access is very low. Improvements to the

pedestrian/bicycle network should be a focus of future work to make walking and biking to the station more attractive.

**Commuter Lot 11:** The Village purchased this commuter lot, located north of the tracks and east of Western Avenue, in April 2009 with interest in redeveloping the parcel. As part of the sale of this property, the Village agreed that when the parcel is redeveloped, it will

## Study Area Overview

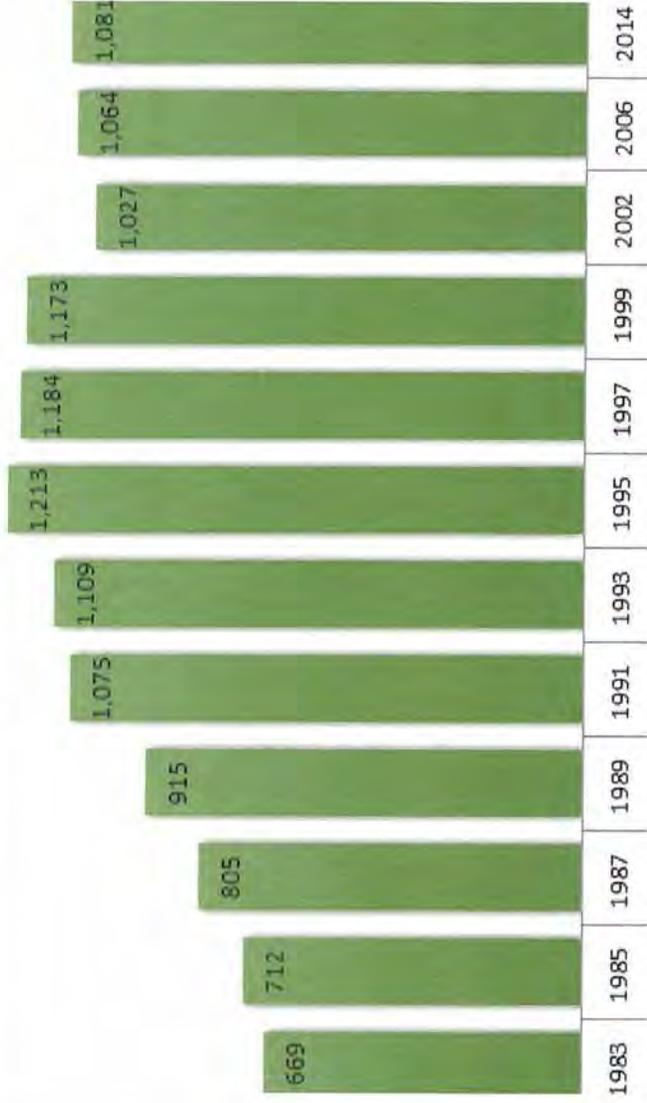


Original Bartlett Depot Building

pay for the relocation of the 86 parking spaces to another site near the station. Since the acquisition, the Village and Metra have discussed possible areas for relocating the parking, but no binding agreement has been made on this issue due to the lack of development activity on the lot 11 parcel.

**Outbound trains blocking the Western Avenue and Oak Avenue crossings:** Because of the split platform operation, both crossings are generally not blocked at the same time.

## Bartlett Station Ridership Over Time



Source: Metra

Western Avenue does get backed up at times, particularly during the PM peak period, as it appears to be a preferred route both for motorists who desire to bypass the Downtown and for commuters who drive or are dropped off. Since the actual time that the gates are down is not long, it is unlikely that any additional adjustments can be made without adversely affecting the other crossings.

**Commuter pick-up:** during the evening peak times generally takes place along Bartlett Avenue, near the outbound platform west of Oak Avenue. Awaiting vehicles typically double-park behind vehicles parked in commuter parking spaces along the railroad. Since waiting drivers tend to stay with their vehicles, few conflicts are experienced. An expanded pick-up location with better signage should be considered.

## Study Area Overview

### Metra Split Platform Operation

When the Village of Bartlett envisioned the new mixed-use Town Center redevelopment in the late 1990's, it revolved around the development of a new Metra train station. The original historic rail depot is located west of Oak Avenue and several options were considered at the time for the new Metra depot, including moving that station away from Downtown.

At the same time, the Village worked with Metra to identify alternatives for improving the operation of the commuter rail station and traffic circulation Downtown in response to concerns from local businesses and the general public. The three initial options considered were:

- Station remains in the same place, and gates will be closed when any train is in the station
- Staggered platforms and gates can be raised when commuter trains are loading
- New parallel platform, east of Oak Avenue, requiring gates to be down during commuter train loading

The split platform concept originated from

these discussions, and proposed a condition where the in-bound platform to Chicago would be located adjacent to the new depot station and the out-bound platform would be adjacent to the historic rail depot. The decision to create a split platform occurred over many years of collaboration between Metra, the Village, and stakeholders. The split platform layout solved a key issue at the time which was to reduce the time when Oak Avenue is closed to traffic while a train is in the station, while also keeping the station near Downtown businesses, and alleviating the need to consolidate all commuter parking on the east side of the Downtown. As part of the decision, the Village was given control of the historic rail depot for other community uses, as a licensing agreement with Metra for the new station.

During the TOD Plan process several community members expressed the opinion that the split platform is inconvenient for commuters and Downtown visitors. The following analysis outlines the discussion of the split platform issues related to the goals of the TOD Plan.

### Advantages:

- Platform locations provide the opportunity to have Metra commuter parking dispersed throughout Downtown, while still within a walkable distance of one of the platforms.
- Reduces the amount of time that Oak Avenue will be closed due to commuter train operations.
- The new Metra station has remained in close proximity to Downtown businesses.
- Having split platforms helps to disperse commuter traffic and pedestrian activity at peak periods.

### Disadvantages:

- Increased freight traffic has created sporadic changes in the loading locations for commuter trains, creating some confusion for commuters.
- Because commuter parking is located surrounding both the inbound and outbound platforms, commuters need to walk further for either their arrival at the station or evening departure.
- The longer walking distances are less convenient, and may discourage commuters from using the Bartlett Metra station.

## Study Area Overview

Constraints to future platform changes:

- The grade change that exists north of the existing inbound station depot makes it difficult and costly to create a new outbound platform in this location.
- Considerable investments have been made to the current station layout and surrounding intersections. Much of this infrastructure would need to be redesigned and replaced as part of any future platform consolidation effort.



Existing outdoor shelter and bike parking.

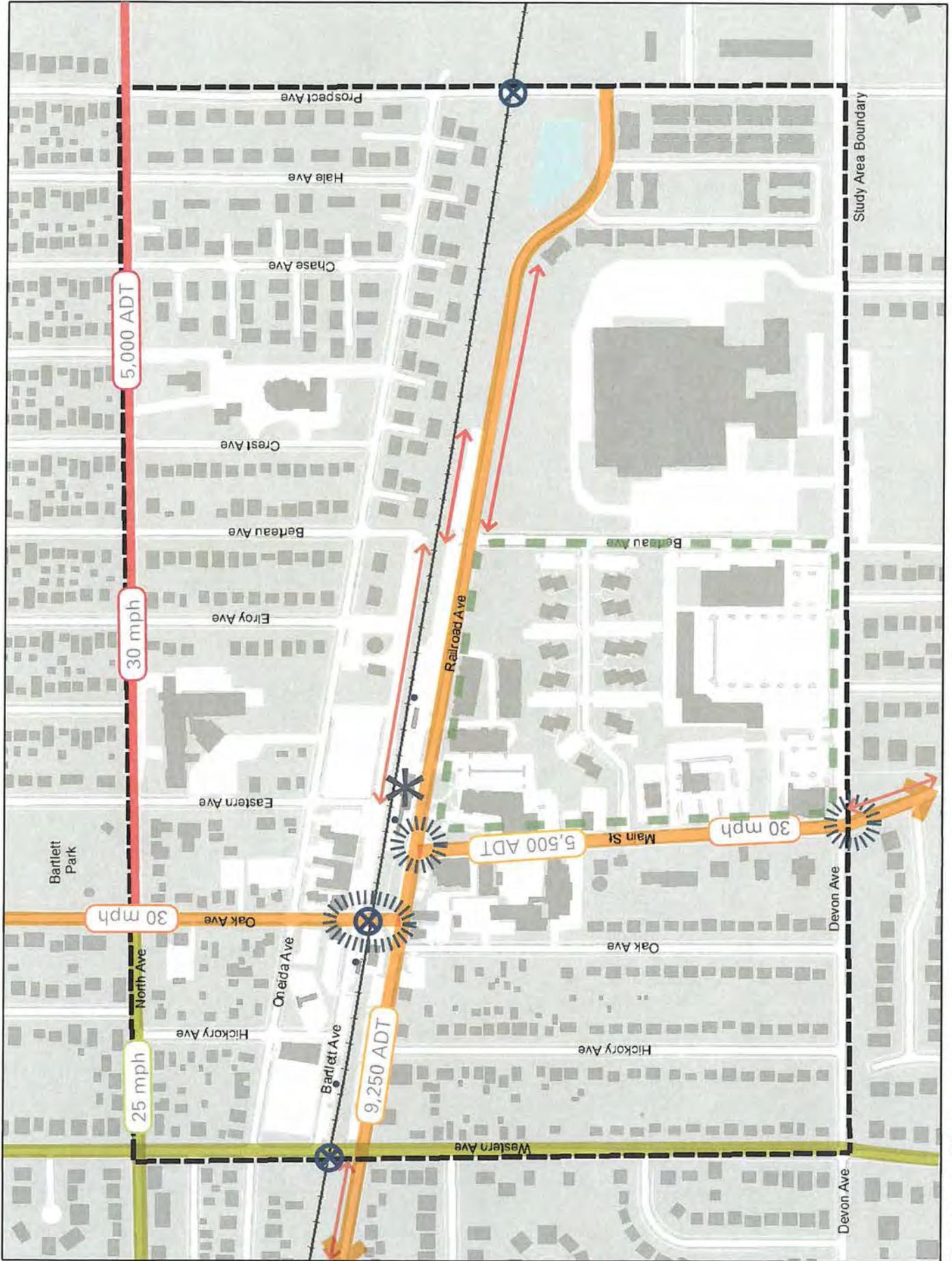
## Future Platform Recommendations

Although the split platform operation was supported by the Village and Metra in the past, it has since been viewed by some as less than ideal for the Downtown. The Village has recently discussed with Metra the possibility of consolidating both the inbound and outbound platforms to the east of Oak Avenue, adjacent to the depot building. Since the platforms are relatively new, Metra has not identified a need to rebuild the platforms in the near term. Should the Village want to pursue the consolidation of platforms, they would need to help identify possible funding assistance mechanisms for the project. This proposed improvement would have minimal impact on growth and business support that are the focus of the TOD Plan, and therefore is not considered an immediate priority. The opportunities for re-combining the platforms should continue to be discussed between stakeholders, Metra, and the Village along with other strategies to improve the commuter experience in Bartlett.

Other pedestrian safety improvements such as the creation of a grade-separated crossing at Berbeau Avenue and pedestrian gates near the depot have also been discussed, and should continue to be explored in the near term.

## Existing Platform Layout Map





Roadways Map

## Study Area Overview

### Roadways & Intersections

In 2014, the Village contracted with Christopher B. Burke Engineering (CBBEL) to complete a comprehensive traffic analysis of the Downtown area. This analysis reviewed Downtown traffic characteristics and operations, including traffic signals and the Milwaukee District West Line railroad crossings. The CBBEL report was reviewed as part of the TOD Plan process, and the following traffic and roadway issues were considered in the Plan.

#### KEY

-  Study Area Boundary
-  Super Block needs better connectivity
-  Sidewalk Gaps
-  Railroad Grade Crossings
-  Signalized Intersections
-  Major Collector
-  Minor Arterial
-  Local Road
-  Rail Platforms

**ADT**  
Average Daily Traffic (ADT) refers to the number of vehicles traveling through a street in a 24-hour period.

### Key Traffic Considerations

- The CBBEL traffic observations and data indicate that while traffic flows relatively well through Downtown Bartlett, occasional delays can occur at the signalized intersection due to railroad operations.
- The CBBEL analysis, however, also found that vehicles are generally able to clear the intersections during each signal cycle with average delays of only 50 – 60 seconds.
- Additional vehicular delays could be experienced during occasions when two trains are approaching from opposite directions, or due to freight trains.
- Intersections operate within an acceptable Level-of-Service (LOS) C in both the A.M. and P.M. peak periods.
- Any changes in traffic signal operations will require Interstate Commerce Commissions (ICC) approval and would likely cause increased delay.
- Some traffic diverts away from the Downtown during peak periods. The CBBEL analysis found that less than 150 vehicles

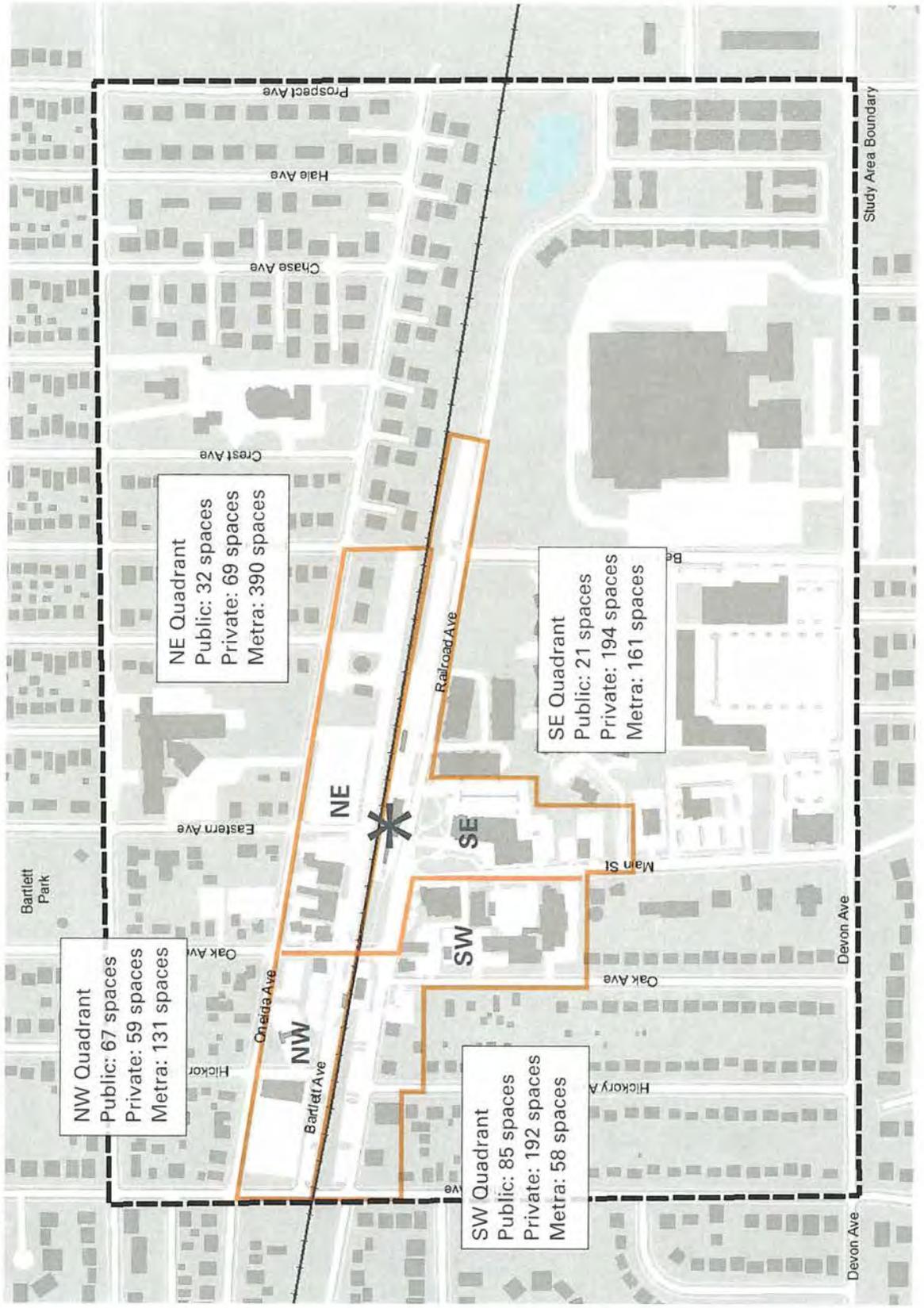


Photo: Milwaukee County

- diverted to the north and east via Western Avenue and North Avenue during the peak period. Less than 50 vehicles diverted to the south and west directions.
- Roadway capacity is available to accommodate new development opportunities.

# Study Area Overview

## Existing Parking Inventory Map



## Study Area Overview

### Existing Commuter Parking

Commuter parking is provided in ten surface lots with a total of 740 parking spaces. Of the total number of commuter parking spaces, 85% are daily fee spaces and 15% are permit spaces. Overall, commuter parking is 84% utilized. Ownership and maintenance of the commuter parking varies per location and is shared between the Village and Metra.

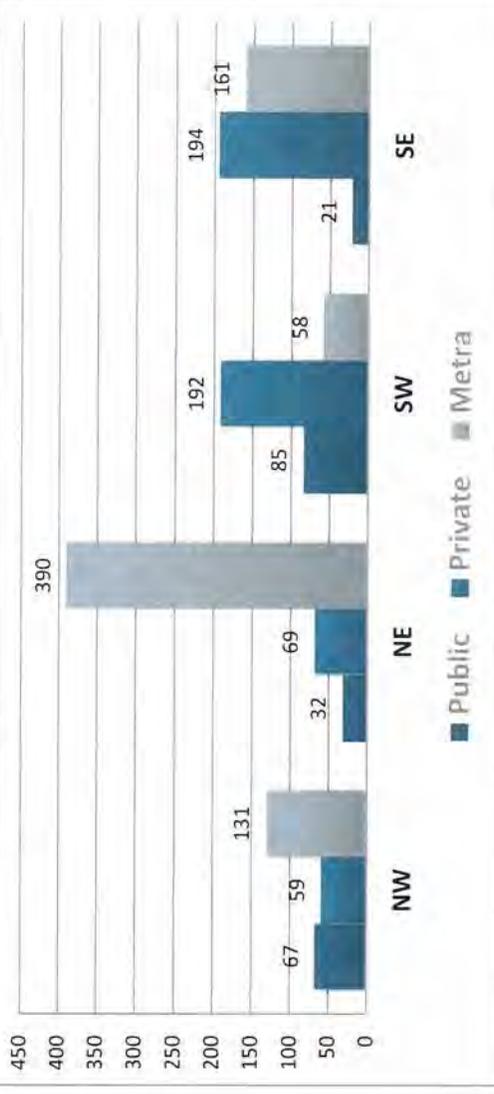
### Downtown Parking Inventory

The map on the facing page, and tables to the right illustrate a snapshot of existing parking including public, private, and Metra commuter spaces. Roughly 1,450 total parking spaces are located in the zones identified on the map, about 50% of which are for Metra commuter users.

As shown in the occupancy table to the right, parking occupancy Downtown has been observed ranging from 47 - 60%. However, the Metra parking areas experience a much greater occupancy during peak periods, ranging from 84 - 100%.

Metra estimates that the Bartlett station may need as many as 250 additional commuter parking spaces to meet their long term needs.

### Existing Parking Inventory



Source: East Transportation Group

### Parking Occupancy



Source: East Transportation Group

## Public Input Overview

The TOD planning process included many opportunities for residents, business owners, and other stakeholders to be involved in decision making discussions. Downtown businesses were invited to focus group discussions early in the process to help the planning team understand local challenges and opportunities. Additionally, three Village-wide public workshops were held at key project milestones to give the public the opportunity to view elements of the plan, and discuss comments with the planning team. A project website, linked to the Village's existing website and social media pages, was also continuously updated throughout the planning process.

### Stakeholder Focus Group Discussions

Downtown businesses owners, major employers, municipal leadership, and Village staff were invited to participate in focus group discussions as part of the initial data gathering exercise of the plan. Over 30 people participated in the discussions which were an open forum for the sharing of challenges in Downtown. Many common themes were revealed through the discussions, including:

- A need to increase the daytime population of Downtown Bartlett by increasing residential, office, and generally creating broader mix of uses.
- Many perceive Downtown as being fragmented and noted the need to create more concentrated development with a consistent building and streetscape quality.
- Although parking in Downtown is abundant, the current parking management system confuses visitors with complicated rules, inadequate signage, and parking that is inconveniently located.
- Stakeholders want to see a creation of more significant destination businesses in Downtown that will attract patrons from a wider area.
- The existing split platform Metra station creates traffic delays, and isn't ideal for commuters who have to walk long distances from both their in-bound and out-bound drop-off locations.



Photo: Downtown Bartlett Community

- Bartlett needs to engage a wider audience of Downtown users, including better outreach to seniors, mothers with young children, and teenage youth through more frequent events and a broader range of activities.
- Bartlett Plaza, currently struggles to attract new tenants, and is considered an important redevelopment opportunity for the Village. It is in a key Downtown location, but lacks good street circulation and doesn't contribute to the walkability of Downtown.

## Public Input Overview

### Project Website

A key element of the community outreach strategy for the TOD Plan was the creation of an interactive project website. The website contained general information about the planning process, helped educate the public about the goals and strategies of the Plan, provided a continuously updated project news page. Formatted in a blog-like layout, website visitors were invited to download and review draft documents, learn about community meetings, and provide comments. The website was linked the existing Village website and social media pages.

The website received over 3,000 views, 70 followers, and 1,300 visitors.

### Community Survey

A community-wide survey was created by the project team to help reveal preferences and identify issues for the Plan. The survey was conducted using an online survey tool which was released to the public on October 30th, 2015 and closed roughly two months later on January 1st, 2016. A link to the survey was added to the TOD Plan website, as well as advertised at stakeholder meetings, and through bulk email, posters, and handouts. Residents, employees, visitors, and business owners were invited to take the survey.



Example blog post from the BartlettDowntownTODPlan.com

## Public Input Overview

287 people responded to the survey. The online survey tool ensures that only one survey can be completed per electronic device. The survey results represent an adequate sample of the community based on the 2015 projected population of 41,299 people (with a 90% confidence level and 5% margin of error).

The results of the survey were presented to both the TOD Plan Steering Committee and the community. Outcomes of the survey helped define the topics of community meeting discussions, inform the project existing conditions data, and provide guidance for the Plan policies.

### Community Survey Highlights

- 95% of survey respondents were residents of Bartlett
- Most of the respondents were long-time residents; 74% having lived in the community over 6 years, and 55% over 11 years
- 43% of respondents live within a mile of Downtown (which is considered a walkable distance)
- 17% chose walking as the way they most often travel to Downtown

- Very few (15%) of respondents list Metra as the way they commute to work or school, but only 17% note that they don't commute

- 96% of respondents were working age (18-64)

- 74% listed that they use Metra mostly for leisure activities, and not for work

- 80% were satisfied or very satisfied with buildings and streetscape Downtown

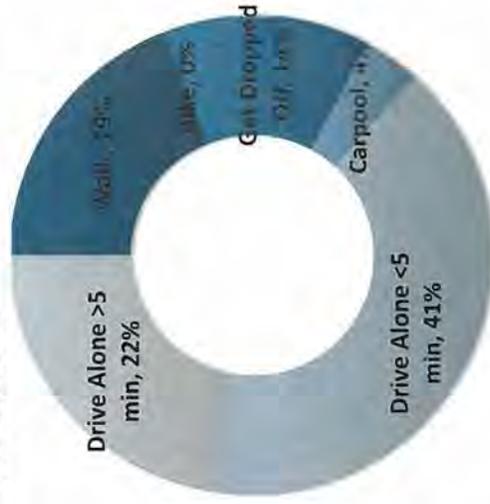
- 70% listed sit-down restaurants as the most visited Downtown businesses

- The second highest choice was services such as the post office, dry cleaners, salons, or banks (45%)

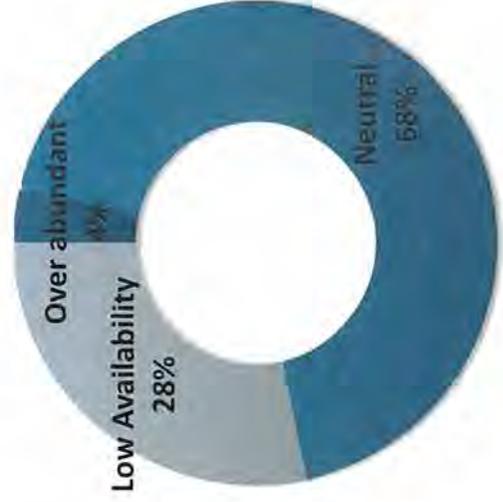
- 40% visit Downtown businesses a few times a month

- Most respondents want more food related businesses such as restaurants, bakeries, coffee shops, groceries or fast food

How do you typically travel to the Metra station?



How would you rate the availability of parking in Downtown Bartlett?



## Public Input Overview

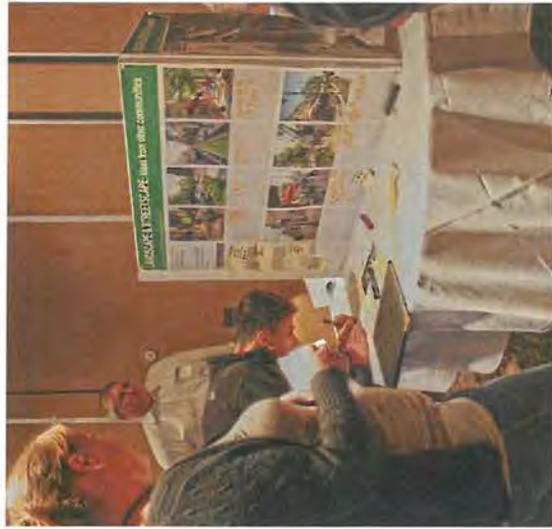
### Information Gathering Workshop November, 4th, 2015

The first Village wide meeting for the plan was held on November 4th, 2015 at the Bartlett Hills Golf Club, just west of Downtown. The goal of this initial meeting was to gather base information from the public, get feedback on issues the team heard from the stakeholder meetings, and help to spread the word about the plan.

The meeting consisted of a brief plan overview presentation highlighting the project schedule, demographics, and key planning issues followed by an interactive discussion forum with activity stations arranged by topic.

The focus topics for the open discussion included survey questions about transportation, parking, buildings, development, landscape, streetscape, retail, biking, and walking.

Over 65 people attended this initial meeting.



Photos from the Information Gathering Workshop

## Public Input Overview

### Key Recommendations Workshop February, 3rd, 2016

The second community meeting was well-attended (held in early February, 2016). The goal of the second workshop was to provide an opportunity for the public to review the initial recommendations and concepts that the planning team prepared, to provide feedback and comments. At the beginning of the workshop, a brief project update was presented by the consultant team that included:

- Findings of the Real Estate Market Analysis, and related recommendations
- Discussion of the results of the community survey, and outcomes of the first community meeting
- Overview of initial development concepts, transportation recommendations, and strategies for the future of Downtown

Following the presentation, participants were invited to discuss each recommendation in more detail at topic based small group discussion tables. Each table was facilitated by a planning team member who could discuss in more detail each of the proposals, alternatives, and recommendations being considered. Table discussions covered the following topics:



Photos from: <http://bit.ly/1Rz0m2z>



- Community Meeting and Survey Results
- Super-Block Ideas
- Future Development Scenarios / Phases
- Opportunity Site Concepts
- Real Estate Market Analysis
- Downtown Loyalty, Management, & Support
- Streetscape Analysis
- Parking Inventory
- Biking Opportunities

Want more consistency, quality, and concentration of buildings. Currently, Downtown is fragmented

Need more continuous and well marked bike trails

### Key Public Engagement Comments



# TOD Overall Planning Strategies Overview



Illustration of existing Downtown Barlett

Map of Barlett | Downtown TODs Plan

Source: SCP

05/17/15

## TOD Overall Planning Strategies

**1** Increase the Downtown residential population by focusing on new housing development to fuel commercial growth.

**3** Reinforce Bartlett Avenue as the historic retail center of Downtown and extend the character of the street to the west by encouraging infill development.

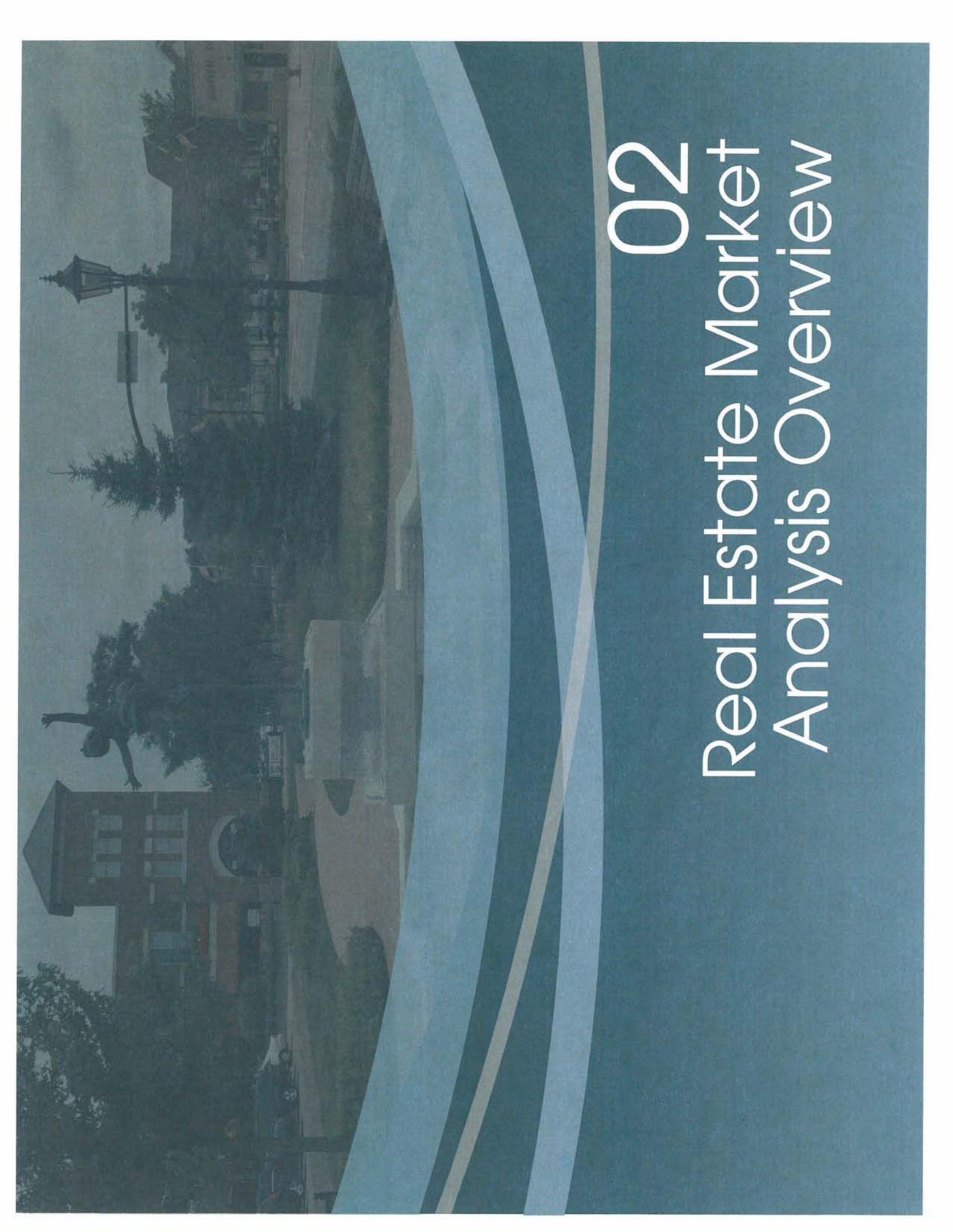
**5** Revitalize older retail properties to enhance the marketing and visual appeal of existing businesses.

**2** Redistribute Metra parking to both accommodate future commuter needs and allow for new development on key Downtown sites.

**4** Improve traffic and pedestrian connectivity Downtown by re-establishing street grid south of the railroad tracks.

**6** Improve bike and pedestrian connections from surrounding residential neighborhoods to Downtown.





# 02 Real Estate Market Analysis Overview

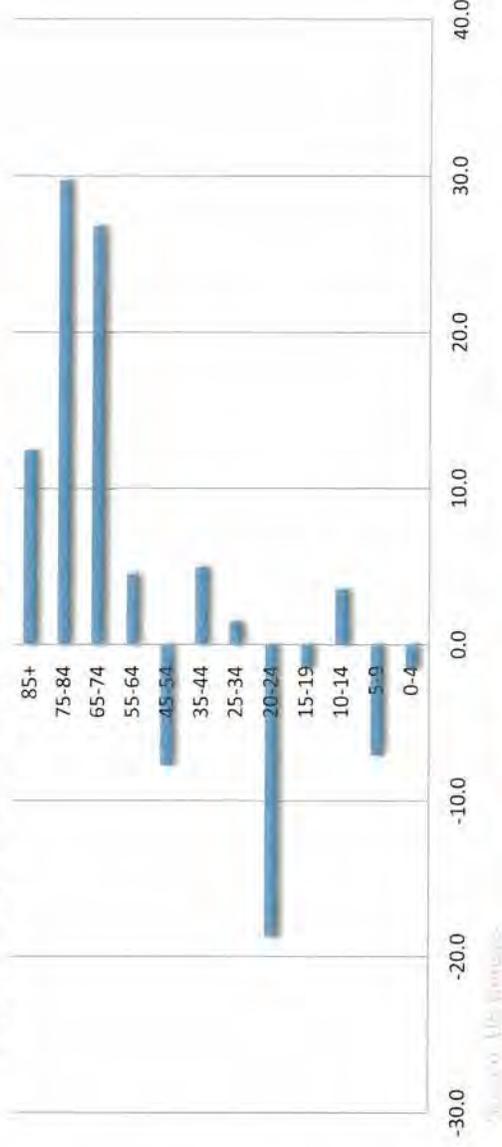
## Real Estate Market Analysis Overview

A critical part of identifying future development possibilities for Downtown Bartlett is to identify real estate market trends. At the onset of the project, Goodman Williams Group (GWG) analyzed residential and commercial market data for the Village and provided recommendations regarding current retail and commercial opportunities, and viable housing options for the Bartlett TOD Study Area. A summary of findings is outlined in this chapter.

The Market Analysis process included the following elements:

- Analysis of demographic, household, and economic trends within the Village of Bartlett.
- Assessment of the current residential and commercial markets within the Village and analysis of the resulting data, in order to identify market gaps, and longer-term market potential.
- Participation in meetings with the project team, Steering Committee, and community workshops.
- Interviews of civic leaders, representatives from the real estate industry, and other stakeholders.
- Review of previous plans and studies.

Projected Change in Population by Age (2015-2020)



### Preliminary Market Findings and Opportunities for Downtown Bartlett

New Transit Oriented Development in Downtown Bartlett will be led by demand for residential units, both multifamily rental and for-sale townhome products. Proximity to the Metra station, existing residential developments, and convenience retail make this an attractive residential location.

## Real Estate Market Analysis Overview

### Residential Market Analysis

Demand for new residential development in the study area is based on GWG's analysis of the anticipated population growth, particularly the population between the ages of 25-34, 35-44, and over 55. In addition, the team reviewed existing housing characteristics, which revealed the following encouraging factors:

- Housing occupancies in Bartlett are extremely tight.

- 800 new households are expected to be added to the market area within the next five years.

- There will be a need to replace obsolete, abandoned, and demolished units as the area housing stock ages.

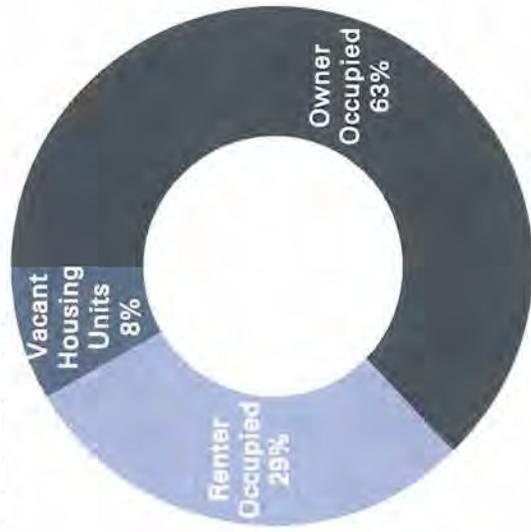
- 90% of the rental apartment stock within the sub market was built prior to 1990.

- No new rental apartments have been built since the 1990s.

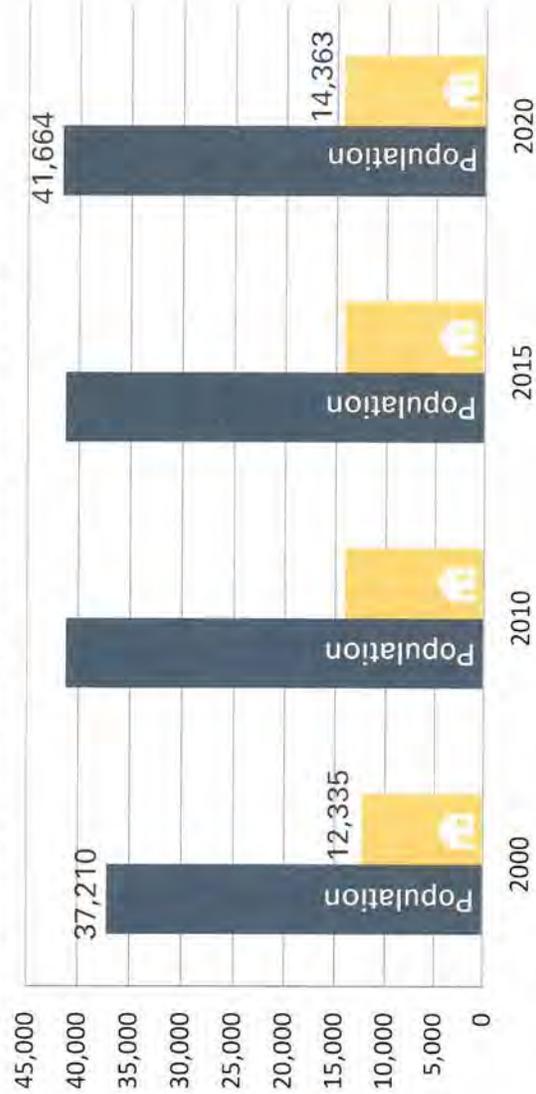
### Residential Market Conclusions

Desirable infill locations – such as those offered within the Downtown Bartlett TOD Study Area will be attractive options for new residential development. The market data suggests that **sufficient market strength exists to support the development of 45-55 for-sale townhomes within a 1-5 year time frame**, ranging in size from approximately 1,600 to 1,900 square feet.

### Study Area Housing Units (2015 Estimate)



### Village of Bartlett Population & Household Growth Trends



## Real Estate Market Analysis Overview

### Housing Vacancy Rates by Type



**Additionally, to satisfy the demand for rental apartments in the near term, 50-60 rental apartments could be reasonably built.** A

portfolio of one and two bedroom unit plans is recommended, ranging from approximately 750 to 1,200 square feet in size and from \$1,250 to \$1,600 in base monthly rent. Both younger professionals and downsizing empty nesters would likely be attracted to these units, with proximity to Bartlett's Metra station serving as a major draw.

Finally, it should be noted that the market offers little (if any) support for condominiums for the foreseeable future. This conclusion is based on persistent weakness in the multifamily for sale sector throughout most areas of suburban Chicago, as well as the

experience of the condominium market within Bartlett itself – most notably that of Bartlett Town Center, where two of the five buildings originally planned were never built and where most units, purchased by investors after a wave of foreclosures, have now been put onto the rental market.

### Commercial Market Analysis

The commercial space in Downtown Bartlett serves primarily as a neighborhood-scale shopping district, offering convenience retail, eating and drinking establishments, and professional and personal services to area residents. Downtown employees, and those coming into the area. Downtown Bartlett competes with several nearby high-traffic corridors in the area.

These include Illinois Route 59, Irving Park Road (IL-19), Lake Street (U.S. Route 20), and Barrington Road.

Downtown Bartlett is unlikely to support a significant amount of new commercial development in the near term. Currently, Downtown Bartlett is suffering from a high vacancy rate in its commercial space. GWG's inventory identified nearly 74,000 square feet of space currently available in Downtown Bartlett. This total includes more than 43,000 square feet in Bartlett Plaza and 12,800 square feet in Bartlett Town Center.

## Real Estate Market Analysis Overview

A combination of factors is contributing to the high vacancy rate in Downtown Bartlett:

- Low traffic counts along Downtown's major streets.
- Limited pedestrian circulation.
- Lack of patronage by Metra commuters.
- High Cook County property and sales tax rates as compared to DuPage County.
- Older buildings in need of interior and exterior improvements.

### Commercial Market Conclusions

Over the near term, the focus for upgrading Downtown Bartlett's commercial space should be to identify and help secure tenants to occupy some of the key vacant and under utilized parcels. These tenants will likely include more restaurants, local retailers selling food, apparel, or other specialty merchandise, and services businesses that attract people into the Downtown.

### Recommendations

New residential development will add excitement to the Downtown, generating potential support for additional commercial uses. In order to attract new residential development



establishing a TIF district, given the current and anticipated market opportunities that will require one-time and dedicated income streams.

Many of the communities with Metra stations along the Milwaukee District / West line as well as those on the Union Pacific Northwest and West Lines do currently have TIF districts. These communities, a number of which compete with Bartlett for new residents as well as retail, will be in a position to offer developers incentives to move to their communities and help market themselves to attract new retailers.

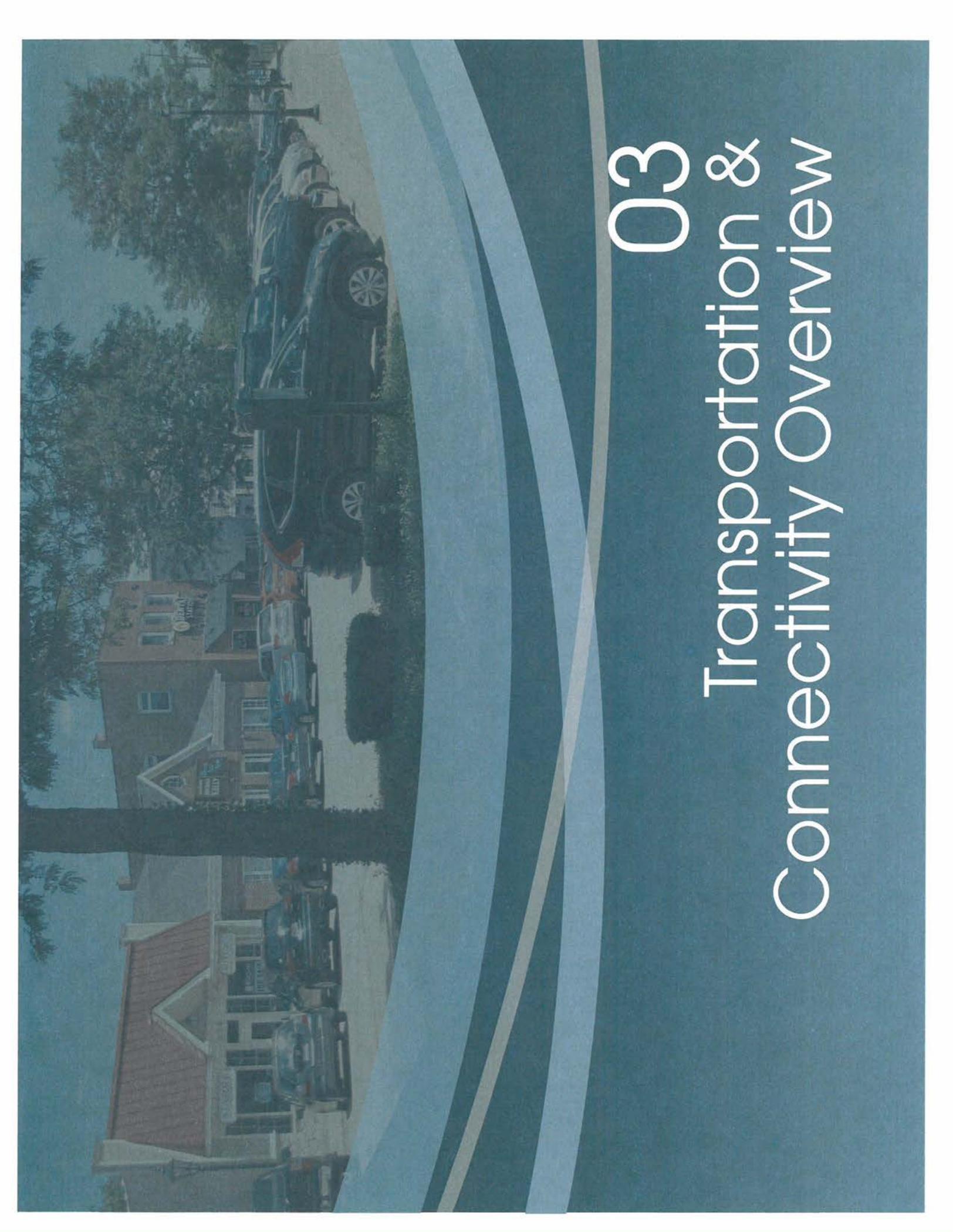
As Bartlett struggles to compete with these communities, a new TIF district would be an important tool for future development.

The complete "Market Analysis Technical Memorandum" can be found as an appendix to this report.

and successfully compete with the nearby commercial corridors and neighboring communities, Bartlett will likely have to offer financial incentives to property owners and developers. In addition, infrastructure and streetscape improvements are needed that will require funding. Other economic development strategies that the Village has discussed include the expansion of marketing efforts, better branding, and staging of additional events in the Downtown.

The Downtown Bartlett TIF expired in 2010, and attempts to create a new TIF have not been successful. The Village should reexamine





# 03 Transportation & Connectivity Overview

## Transportation Recommendations Overview

Downtown Bartlett, with consistently provided sidewalks and recent streetscape improvements, has potential to be a highly walkable and vibrant community destination. However, there is very little pedestrian activity in Downtown today, and businesses struggle to be successful. Inviting streets with neighborhood serving retail that conveniently accommodate pedestrians would help to promote the Downtown as desirable place to live and visit.

Bartlett is a multi-modal community, with potential access to commuter rail, highways, bike trails, and pedestrian paths. Traveling to and within Downtown Bartlett by foot, bike, train, or car needs to be improved to become safer, more convenient, and welcoming, with clearly marked routes and signage. While the Milwaukee District West Line provides exceptional commuter rail access to and from Downtown Bartlett, there are challenges regarding access and circulation to the station.

Overall transportation recommendations outlined below provide comprehensive strategies for improving Downtown to ensure coordinated and safe accessibility for residents and visitors. Detailed recommendations for specific improvements can be found in Transportation Technical Memorandum, which is an appendix to this document.

### 1 Adopt a complete streets policy

A Complete Street is defined as a street that is planned, designed, and operated for all modes of transportation and all users, regardless of age or ability (National Complete Streets Coalition). The significance of a complete streets policy is to show the Village's commitment to establish, design, and implement transportation improvements, addressing and balancing the needs of all users of the transportation system. With a complete streets policy, Village staff will be better enabled to plan, design, and implement transportation improvements that are appropriate for all users, regardless of mode of travel. Illinois communities such as Lombard, Schaumburg, Algonquin, Bolingbrook, and Des Plaines have adopted complete streets policies.

Complete Street policies can be formally adopted in a variety of ways, including ordinances, resolutions, agency policies, plans, and design guides. There is no specific policy or guidance that fits all, but should be unique to each community and should take into account existing policies, practices, and local politics. Many communities may begin with a simple resolution that evolves into a more complex policy.

As part of Smart Growth America, the National Complete Streets Coalition provides guidance and resources for communities to develop a Complete Streets policy, more information can be found on their website:

[www.completestreets.org/policy/workbook](http://www.completestreets.org/policy/workbook)

## Transportation Recommendations Overview

### 2 Improve Pedestrian Safety

A key element in any plan to attract more pedestrians is to improve safety. Streets, sidewalks, and crosswalks should all be designed to minimize conflicts with vehicular traffic and to provide a safe environment for all pedestrians, including people with disabilities, seniors, and youth. A continuous and well connected network of sidewalks and walkways should be designed to provide connections to allow pedestrians to reach their destinations via the most direct route.

Pedestrian safety, accessibility, mobility, and comfort are enhanced by design tools such as:

- Slower traffic speeds
- Fewer and/or narrower traffic lanes
- Shorter street crossings
- Clear visibility between pedestrians and vehicles at intersections
- Buffering from traffic provided by wider

sidewalks, curb side bike lanes and on street parking

- Tighter corner radii at street intersections
- Provide signage alerting motorists of pedestrian crossings
- Change paving material at intersections to increase awareness of pedestrian zones

The pedestrian system should also be designed and maintained to promote walking and include elements that create a comfortable public realm, including amenities such as trees, pedestrian-scaled street lighting, buffers from traffic, places to sit, and other streetscape elements. All intersections and pedestrian crossings should be enhanced with high visibility paint, appropriate signage, and countdown signals at signalized intersections.



Flexible Street used for food festival



Pedestrian crossing signage

## Transportation Recommendations Overview



### 3 Expand bike parking throughout Downtown

Available bicycle parking is a critical component of a bicycle network. Bicyclists, like motorists, should be able to securely park their bikes near shopping and commercial areas, schools, parks, and other popular destinations. Consideration should be given to providing covered bicycle parking. Additionally, the provision of community bike parking should be incorporated into the development process.



Existing bike parking at the Metro station



Example bike parking in a parking spot



Covered / protected bike parking example

## Transportation Recommendations Overview

### 4 Establish 25mph speed limits on all roadways Downtown

Key Downtown roadways including Oak Avenue, Main Street, and Bartlett Road all have speed limits of 30mph (see map). The National Association of City Transportation Officials (NACTO) produced a Cone of Vision Simulation, showing how much small increases in speed can decrease what a driver sees. This is an important consideration for Downtown Bartlett with the high volume of Downtown commuters. Further, a consistent 25 mph posted speed limit functions as a gateway, introducing arrival into the Downtown zone, reinforcing the multi-modal environment.

### 5 Improve Design of Street Crossings

Pedestrian crossings that are safe, accessible, and convenient have design elements that address:

- Minimize conflicts with vehicles
- Provide a direct walking route
- Appropriate signage and signals
- Highly visible, marked crosswalks
- Good visibility between drivers and pedestrians

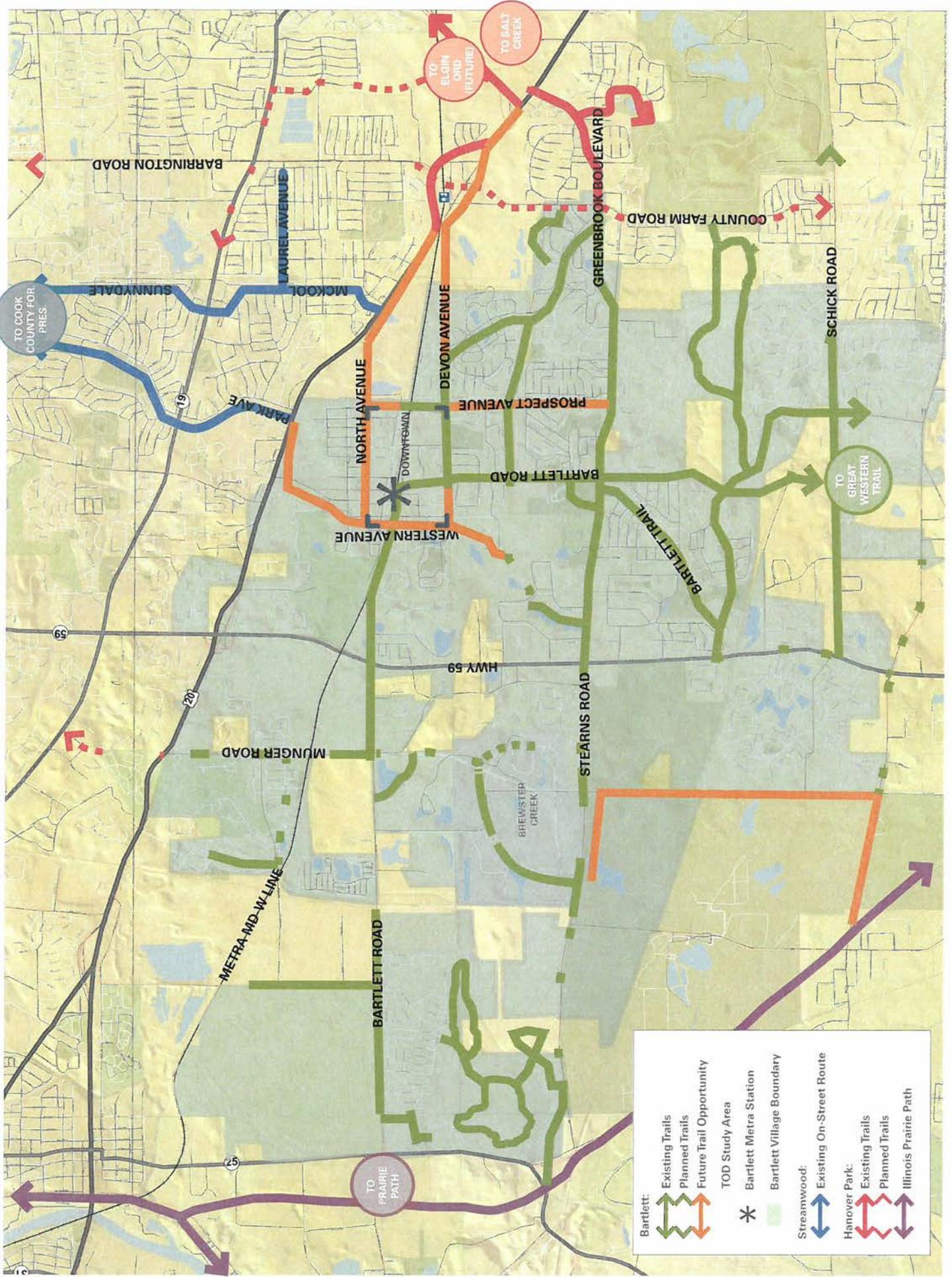
Pedestrian improvements addressing the design elements listed above that would be appropriate in Downtown include curb extensions, or bump-outs, raised crosswalks, and mid-block crossings.

Curb Extensions, or “bump-outs,” provide an extension of the pedestrian zone. These are commonly used at intersections, but may also be used at mid-block locations. The benefit of curb extensions include improving

sight lines between vehicles and pedestrians and reducing the distance needed for pedestrians to cross the road, thereby reducing exposure to potential vehicle conflicts. Additionally, curb extensions can reduce the speed of turning vehicles by decreasing turning radii and visually narrowing the roadway.

Mid-block crossings help improve pedestrian safety and mobility by providing a clearly defined crossing between the typical crosswalks at intersections. Locations for mid-block crossings are commonly Downtown commercial areas where pedestrian traffic is heaviest.

Raised Intersections slightly elevate the crosswalk zone, making the pedestrians more visible to motorists. These can be placed at intersections or at mid-block crossing locations.



<b>Bartlett:</b>	Existing Trails	Planned Trails	Future Trail Opportunity
<b>Streamwood:</b>	Existing On-Street Route	Existing On-Street Route	Existing On-Street Route
<b>Hanover Park:</b>	Existing Trails	Planned Trails	Illinois Prairie Path
<b>TOD Study Area:</b>	Bartlett Metra Station	Bartlett Village Boundary	

## BIKE RECOMMENDATIONS

Bicycle access to and within Downtown is a key component to expanding transportation options for the community. The Village of Bartlett has a good foundation for biking, with on- and off-street bike facilities. Local streets and crossings that are safe and inviting to bicycles and pedestrians will encourage residents, commuters, and visitors to drive less, benefiting the entire community.

The Village of Bartlett is centrally located to many local and regional bicycle trails including:

- Salt Creek Greenway Trail and James Pate Phillip State Park
- Great Western Trail
- Pratt's Wayne Woods Forest Preserve
- Municipal bicycle networks: Streamwood, Hanover Park, Carol Stream

This location provides an opportunity to connect Downtown Bartlett and Metra commuter rail service with the nearby networks of parks, forest preserve and recreational facilities; and other destinations such as schools, shopping, and public uses such as the Village Hall, libraries, and museums. An existing bike route is designated along Railroad Avenue east to Main Street, and then travels south on Main Street /S. Bartlett Road. Future bike connec-

tions are proposed to connect to the Illinois Prairie Path located west of the Village. The proposed Downtown area bicycle network builds on the existing network

The proposed bicycle network aims to create a safe and efficient system that connects residents, visitors, and commuters with key community destinations. The bicycle network proposed in this section includes off-street shared use paths, on-street facilities, signed bike routes, and shared lanes. While some of these routes go beyond the boundaries of the Downtown TOD Plan, it is important to understand the networks of trails that connect to Downtown.

### Shared-Use Paths

**Bartlett Trail:** Continue Bartlett Trail north on Western Avenue to connect to the Metra station. The intersection of W. Bartlett Avenue and Western Avenue should initially be improved with signage and highly visible crossing markings. A warrant study should be completed to determine the need for traffic control at this intersection.

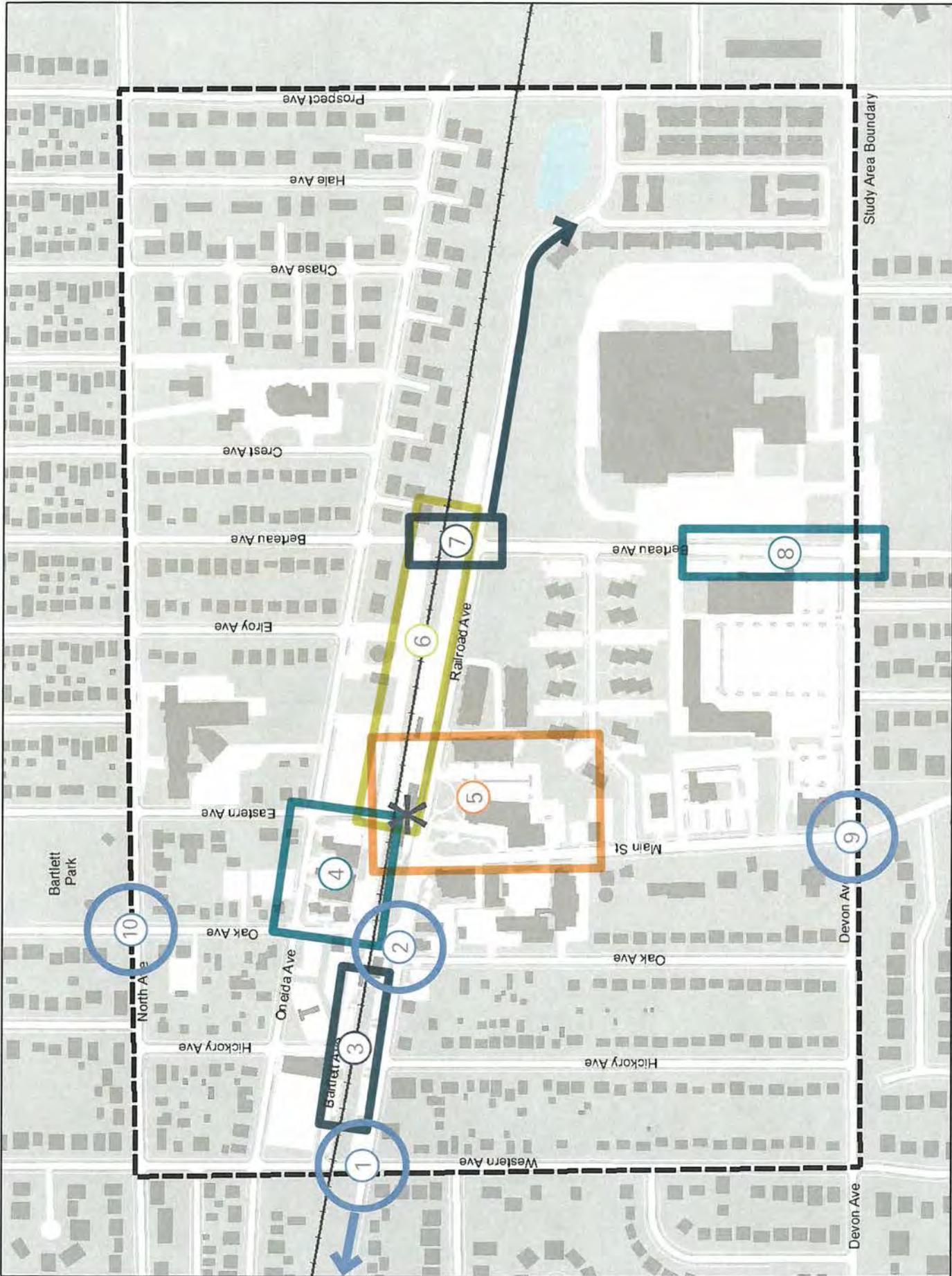
### On-Street Bike Lanes

- North Avenue, from Western Avenue to Lake Street
- Main Street, from W. Bartlett Road to Stearns Road
- Prospect Avenue, from North Avenue to Stearns Road

### Marked Shared Lanes

- Western Avenue, from North Avenue to Main Street
- Hickory Avenue, from Oneida Avenue to Oak Avenue and then continuing on Oak Avenue to Lake Street
- Railroad Avenue, from Main Street to Berceau Avenue
- Berceau Avenue, from Railroad Avenue to Devon Avenue

**Signed Routes:** Oneida Avenue



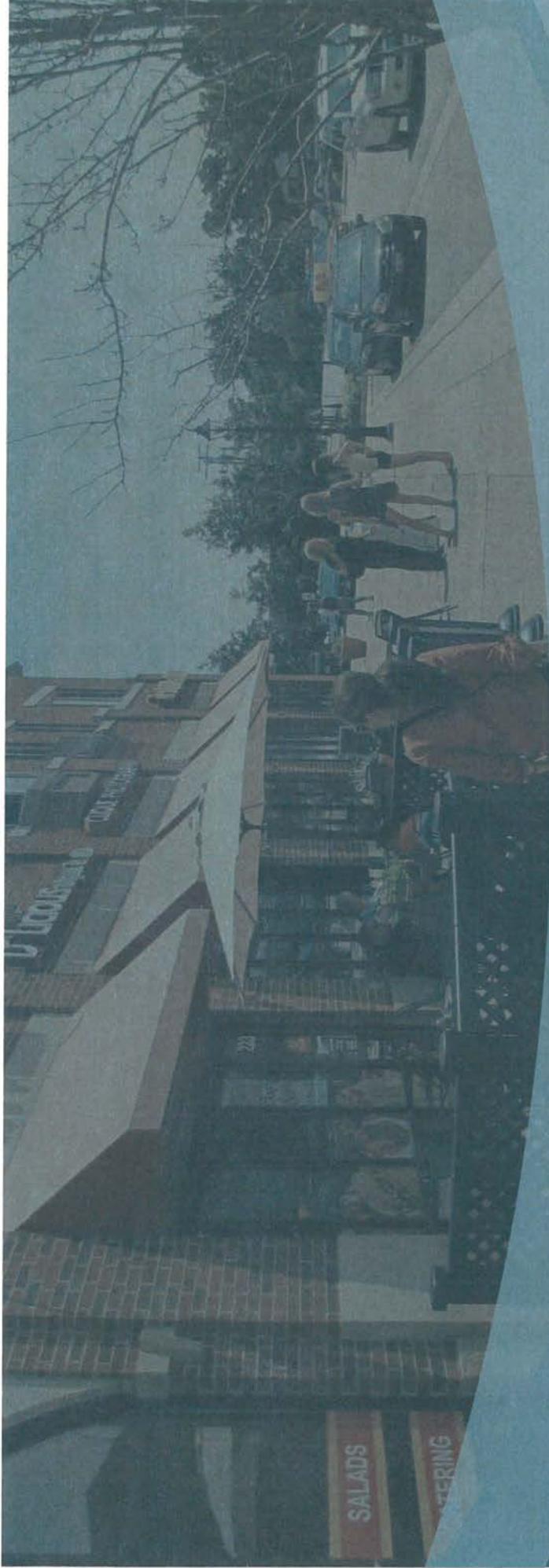
Streetscape Improvement Zones Diagram



## Streetscape Analysis

- 1 **Rail Crossing at Western Avenue and Pedestrian / Bike Connections to the West:**  
Previously recommended in the West Bartlett Road Corridor Plan and mentioned by several stakeholders, better pedestrian and bicycle connectivity to the west would help connect residents and employees to Downtown.
- 2 **Rail Crossing and Intersection at Oak Avenue:**  
Streetscape at the Oak Avenue Metra track crossing includes newer landscaping and paving, but lacks adequate night lighting, and business directory signage.
- 3 **Streetscape Along W Bartlett Avenue:**  
This zone is characterized by wide driving lanes, narrow sidewalks, and excessive curbs cuts. Expanded landscape zones, greater sidewalk width, and curb cut consolidation is needed.
- 4 **One-way Street and Block Circulation Along Historic Retail Strip:**  
The one way traffic flow of this block creates frustration and confusion for visitors driving to businesses. The circulation pattern for vehicular traffic is needlessly complex, and could be streamlined to create better visitor experience.
- 5 **Town Center Access and Circulation:**  
The current Town Center parking and circulation route creates confusion for visitors trying to find businesses. Better connectivity between front and rear parking zones is needed.
- 6 **Streetscape Along Parking Areas to the East:**  
The Metra commuter parking areas, north of the rail tracks, lack adequate sidewalks, street trees, and landscape to provide a comfortable and safe walking experience for commuters traveling east from Downtown. An improved and extended sidewalk is needed in this area.
- 7 **Lack of Rail Crossing for Pedestrians and Bikes at Berteau Avenue:**  
As future developments are constructed on vacant land in the eastern portion of Downtown, more connectivity for pedestrians will be needed to allow for access to schools and parks north of the tracks. A crossing at grade is likely not possible in this area, but below and above grade connections should be explored in the future.
- 8 **Streetscape and Landscape Along Berteau Avenue:**  
Berteau Avenue currently serves as a service street for Senior Flexionics and Bartlett Plaza, and therefore is not inviting to pedestrians. In the future, as new housing is built Downtown, it will become an important north-south connection to the Metra station and should be improved.
- 9 **Gateway Intersection at Devon Avenue and Main Street:**  
Better sidewalk connectivity, and landscaping is needed to the south to extend the character of Downtown.
- 10 **Gateway Intersection at Oak and North Avenues:**  
The entrance to Downtown from the north has a more residential character. It is unclear for those unfamiliar with Downtown what is further south. Improvements in this area are needed to attract more visitors to Downtown.





# 04 Downtown Revitalization Recommendations

## Downtown Management & Collaboration

### Collaboration Between Downtown Merchants

Throughout the TOD planning process there were many opportunities for local business owners and community leaders to meet, and discuss issues. Several stakeholders in the business community noted that they seldom have the opportunity to collaborate with their fellow Downtown businesses in Bartlett, and thought that is was beneficial to do so.

The Village of Bartlett has an active Economic Development Commission and Chamber of Commerce, as well as dedicated Village staff that work closely with local businesses, offering informal advice, coordination, and promotional assistance.

The Economic Development Commission recently established an action list of initiatives to improve Downtown. Key future actions they have identified include:

- Establishing a Downtown Bartlett Steering Committee
- Creating a comprehensive community calendar
- Refinement of the event management



Community meeting by downtown

It is recommended that a Downtown Merchants Association be formed in Bartlett, to provide the opportunity for business owners to share ideas and resources, and help to support Downtown business growth.

Regular Merchants Association meetings could cover the following topics:

- Marketing and promotional coordination
- Ideas for shared events and entertainment
- Business trends, and customer analysis
- Maintenance and service issues
- Village events coordination

process by choosing an existing event to serve as a pilot project for improvements

- Partnerships with local business education institutional resources to provide assistance to Downtown businesses
- Strengthen the relationships between Downtown businesses

## Downtown Revitalization Strategies

**1** Create a support system for Downtown businesses that provides educational and networking resources.

**3** Audit the development review and permitting process for possible confusion or inefficiencies.

**5** Encourage and support the Economic Development Commission's commitment to Downtown business attraction and events management.

**2** Foster more business collaboration by forming a Downtown Merchants Association that meets regularly.

**4** Continue to educate the public about the importance of attracting new development for Downtown, and the benefits of financial investments for Bartlett's future.

**6** Target existing active community social networks, such as young families or stay-at-home parents, to attract a dedicated Downtown clientele.

## Events & Activities

### Existing Downtown Events & Ideas for the Future

Today, the success of Bartlett's Downtown events relies on the hard work of a small group of dedicated volunteers. The Economic Development Commission and many stakeholders have noted that more frequent Downtown events are needed to attract visitors. Many events, today, are held at the Bartlett Community Center and adjacent Apple Orchard Park (1 mile south of Downtown).

In the future, better coordination between the committees and organizations that host events in the community is encouraged. To initiate collaboration, it is recommended that the Village invite all of the various community groups to a collaborative brainstorming meeting. Opportunities for sharing event planning resources, sponsorships and other funding should be explored. Ideas for new activities should also be discussed.

There are many options for new community gatherings in Bartlett. Although there isn't a large central open space in Downtown, low traffic volumes make it feasible to close streets for larger events. Bringing people close to Downtown businesses provides a unique opportunity to attract new customers. Businesses should be encouraged participate in Downtown activities where appropriate providing seasonal outdoor locations to serve food or sell other products.

	Summer	Fall	Winter	Spring
Youth	Kids' Craft at the Depot Museum Family Night Out Movies in the Park	Kids' Craft at the Depot Museum Youth Olympics	Kids' Craft at the Depot Museum	Kids' Craft at the Depot Museum
Arts	Festival of the Arts Artist Reception at Village Hall Bartlett-palooza	Woman's Club Craft Show Artist Reception at Village Hall An Evening of the Spoken Word	HeARTS in Bartlett Artist Reception at Village Hall Woodwind Clinic & Masterclass Healing Hearts Workshop	April Fool's Night Party Artist Reception at Village Hall
Community	\$5 Fridays Heritage Days Sister City Anniversary Program National Night Out Picnic	Street Dance Party Taste of Bartlett Health Fair	Holiday Tree Lighting Winter Fest	Uncorked Social Artworking Police Department Open House Ham Raffle Dine-Around the Arts
Active	Labor Day Dash Chamber vs Village Softball Yoga in the Park Bartlett Bikers (Bicycle League)	Bike Bartlett (bike marathon) Youth Olympics Labor Day Dash	Santa Dash Winter-Fest and Ice Skating	Apple Blossom Run Ride of Silence Bartlett Bikers (Bicycle League)

Existing Events Ideas for New Events

## Events & Activities

### Youth & Families

As evident through social media groups, there are many young families living in the Village of Bartlett. Providing meeting space and activities that appeal to this demographic is important to making the Downtown more relevant to today's residents. Downtown already hosts many children's events, such as those held at the Depot Museum and Arts in Bartlett. Holding larger family events, that engage local businesses, will help build stronger social relationships, a commitment to Downtown retailers, and help to welcome new residents.



Hula Hoop Competition



Parent Play Groups



Corporate Sponsored Tricycle Race



Family Fitness Event

The photos on this page illustrate relevant examples of family-friendly events from other communities. Many of these events are funded through corporate sponsorships, and take place in small parks or on a closed street. Activities that involve fitness, public health, and safety are particularly popular with parents today. Often, local healthcare providers are willing to participate in these types of events. Cooking demonstrations, food stalls, and other booths at these events can help to promote local businesses and introduce residents to the Downtown offerings.

## Activation of Public Space

The existing (Downtown) park spaces are located adjacent to the Town Center retail area, and include high quality landscaping, a fountain, artwork, and benches. Though the parks are conveniently located at the center of Downtown, they are seldom used. Creative programming for these parks would help attract new users, and new customers for Downtown. A wide variety of strategies for activating public spaces are possible, and range from temporary art installations, community fairs, holiday celebrations, and social activities or meet-ups.



Fitness / Yoga Classes



Temporary Stores / Kiosks



Special Family Entertainment



Book Sale , Community Garage Sale or Flea Market

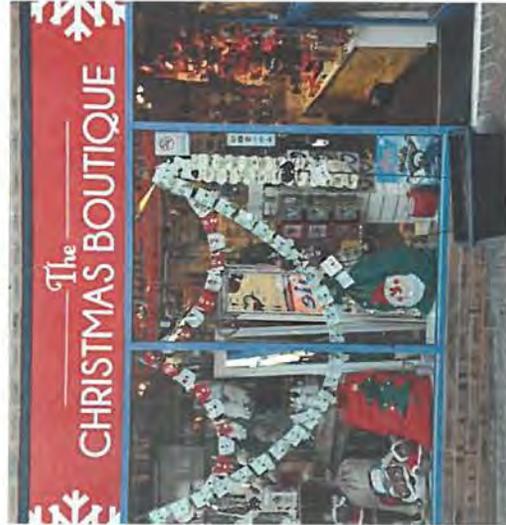
In the short term, allowing a temporary summer kiosk, that sells coffee, ice cream, or other snacks, would help attract new activity to the park. Many stakeholders noted that there are not enough places for Teens and Seniors to gather in the community. Fitness classes, competitions, or pop-up shops that appeal to these age groups should be explored. Other temporary community events, and strategies for activating Downtown are illustrated in the photos on this page.

## Activation of Vacant Storefronts



### Storefront Installations

There are many vacant storefronts in the core of Downtown Bartlett that have created a negative impression for visitors. There are many widely-used techniques for activating vacant Downtown storefronts in engaging ways, that attract new interest, and investment for Downtown areas. Temporary installations that involve community organizations can be used to bring life to empty spaces, such as the student artwork projects shown here. These projects also help to highlight local talent.



Special Family Entertainment



Book Sale / Community Garage Sale

### Pop-Up Shops / Short Term Leases

Other solutions for Downtown vacancies include short-term leases for start-up businesses, often referred to as a "Pop-up Shop." These businesses might be online stores that want to explore having a physical location, or a seasonal, holiday-related business that doesn't need to be open year-round. If successful, these short-term businesses may look for longer term leases, or may help attract other new businesses to Downtown.

## Marketing & Signage

### Downtown Promotion

Downtown Bartlett is not located near a major arterial corridor, which has provided the small town character of the district, but also is easily avoided by residents and potential new visitors. Many stakeholders echoed this sentiment, noting that Downtown is often avoided during everyday trips. Providing a stronger presence for Downtown, will help to attract new development and investment.

### Wayfinding

The Village recently created standardized wayfinding signage, located at key intersections, to direct visitors to businesses, parks, and community facilities. The signage is attractive and complements the character of Bartlett. Signage for Downtown public parking, however, is not standardized and can be confusing. Private property owners have created their own signage systems for their parking to control misuse of private lots. This signage is aimed at avoiding illegal use by commuters, and isn't welcoming to Downtown visitors. A system of clear, standardized, public parking signage such as proposed in the example to the right is needed. Additionally, stakeholders expressed concern that the current roadway naming system, with multiple streets named Bartlett Road / Avenue, is confusing, even for long-time residents.



Bold Signage in a Historic Style



Creative Signage and Window Displays

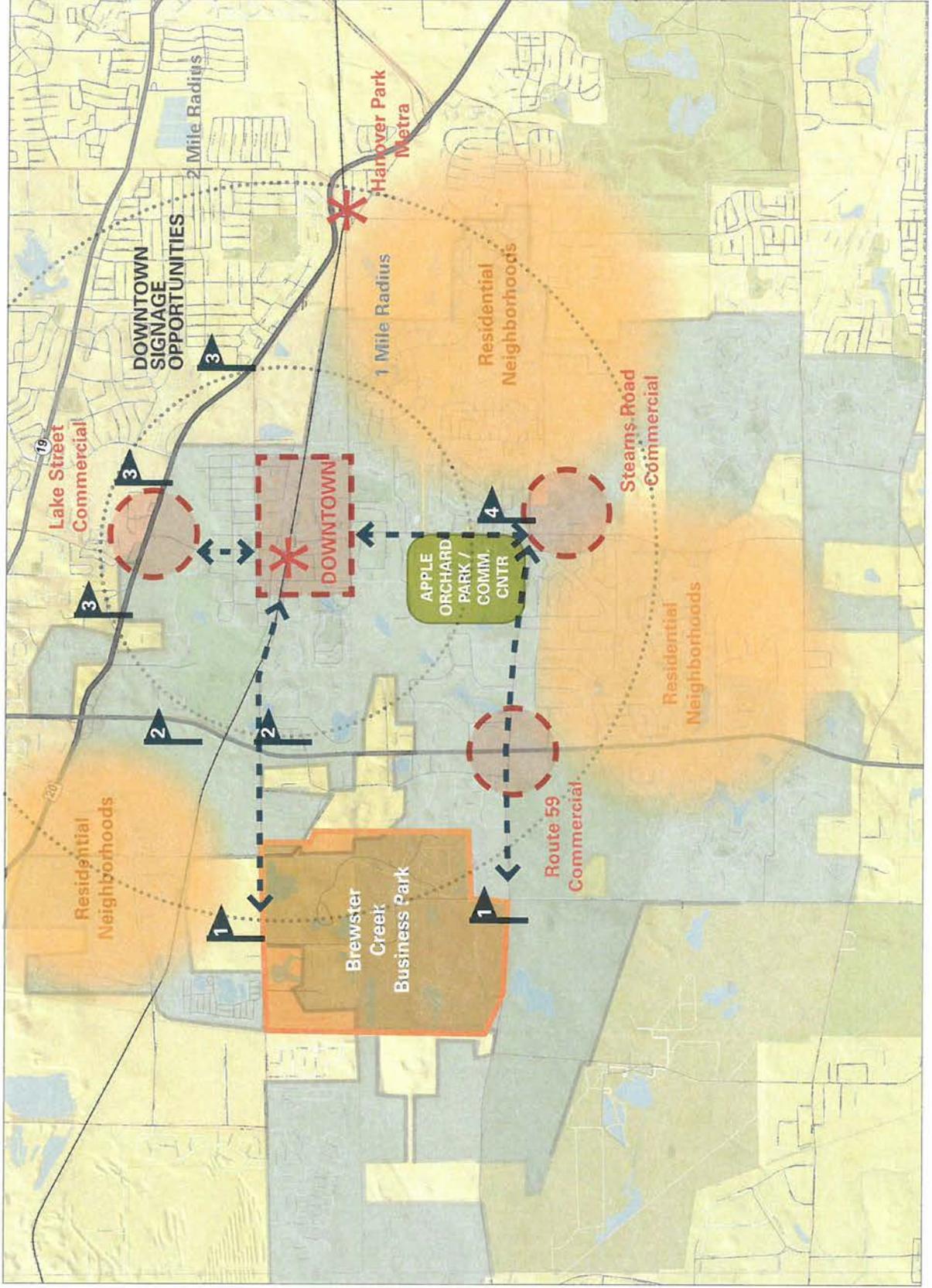


### Locating Downtown

Community workshop participants, and other stakeholders expressed concern that many in the community, even long-time residents, do not know where Downtown Bartlett is located. To better identify the Downtown district, wayfinding signage located strategically along the arterials, highways, and other major corridors surrounding Bartlett is recommended as shown on the map on the facing page. Suggested locations for directional signage are:

1. Near the Brewster Creek Business Park: Many employees work in this area, and may be interested in restaurants and services in Downtown.
2. Along the Illinois Route 59 corridor.
3. Along the Lake Street / Illinois Route 20 Corridor.
4. Near Bartlett's community facilities and recreational center at Stearns Road Bartlett Road.

### Marketing & Signage

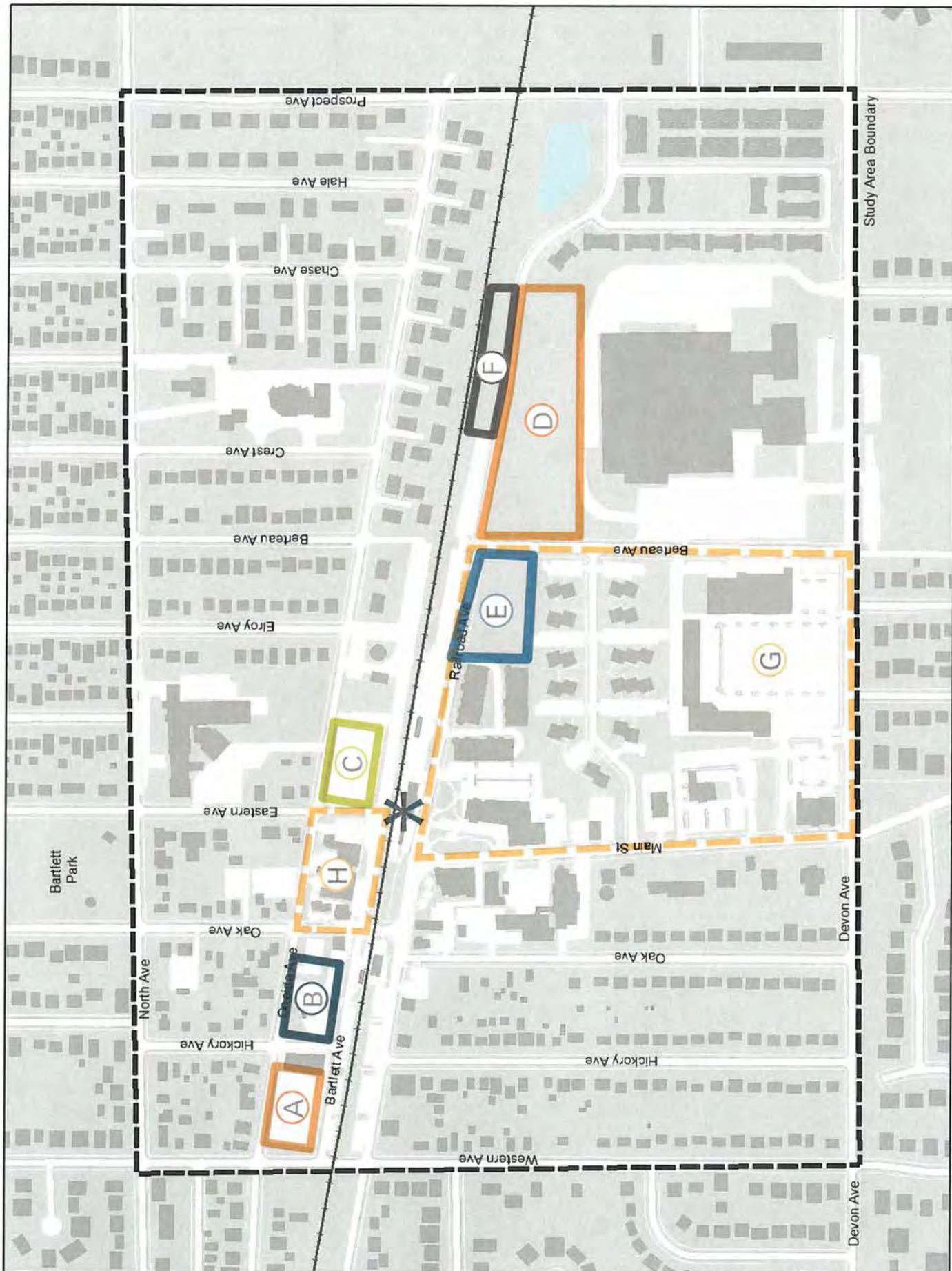






05

Development  
& Public Realm  
Recommendations



Development Opportunities Diagram

## Opportunity Zones Overview

A key task of the planning process was to identify possible Downtown development sites with the input of Village stakeholders and leadership. Potential future improvements for each site were then discussed, and coordinated with the Real Estate Market Analysis, Transportation Analysis, and public comments. The map on the facing page identifies the sites that were considered, and the following chapter provides an overview of the potential options, constraints, and opportunities for each site area.

### **A** Surface Parking at Western and Oneida Avenues:

This Village-owned commuter surface parking lot is adequately sized for future multi-family residential development. Existing parking would need to be relocated to other areas of Downtown.

### **B** Associated Bank Drive-Through:

The existing drive-through banking facility on this site is an inefficient use of land, and doesn't support Downtown character goals. Reconfiguring the bank site, to condense its layout would allow for a new development parcel in this desirable Downtown location.

### **C** Surface Parking at Oneida and Eastern Avenues:

As heard from Village leadership, business owners, and Downtown residents, consolidating some of the Metra commuter parking into a parking structure, with retail on the first floor is a long-term goal of the community. Though many stakeholders feel that a parking structure would free up other areas of Downtown for new development, the cost to build and manage a parking facility would be significant, and may inconvenience commuters.

### **D** Vacant Parcel Along Railroad Avenue:

This Metra-owned vacant parcel is located just north of the Senior Flexionics facility. This site is an excellent opportunity for single-family attached residential expansion Downtown. A portion of this site will also be needed to accommodate future Metra parking needs.

### **E** Vacant Parcel at Railroad Avenue and Berteau Avenue:

Directly to the west of Site D is a well-situated vacant parcel on the corner of Railroad Avenue and Berteau Avenue. This site is best suited for future multi-family uses due to the location, adjacent uses, and site dimensions.

### **F** Vacant Parcel Adjacent to the Rail Right of Way:

This site is located close to the Metra rail right of way, and is very narrow. Development in this location would be difficult, so the site is best suited to help accommodate future Metra commuter surface parking needs. New parking development in this zone could replace the existing commuter parking on Site A.

### **G** Downtown Super-Block:

Located just south of the Metra station, this large block is a substantial part of Bartlett's Downtown. The block layout doesn't serve the goals of the TOD Plan to improve Metra access and Downtown circulation through walkable, mixed-use blocks.

### **H** Bartlett Avenue Retail Core:

The historic retail buildings along Bartlett Avenue, between Oak Avenue and Eastern Avenue are the center of Bartlett's Downtown. The scale and architecture of the buildings provide the small-town "main street" character that is desired by many stakeholders in the Village. Strategic enhancements to the streetscape, pedestrian realm, parking, signage, and facades is recommended to reinforce the importance of this street to Downtown.

# Downtown Bartlett Today



Illustration of existing Bartlett

### Transit Oriented Future



Three-dimensional illustration of a potential concept for future development in Baraboo

## Opportunity Site A

### Existing Conditions

Site A is a Village owned property at the western edge of Downtown Bartlett. The site is surrounded by single family residential to the north and west, the Metra tracks to the south, and a commercial property to the east. 86 Metra commuter parking spaces are currently located on the site. Currently, the parking layout has several large curb cuts along Bartlett Avenue that interrupt the sidewalk.



Existing photos of Site A

### Development Considerations

- Because Site A is located at the periphery of Downtown adjacent to a residential neighborhood, it is best suited to become multi-family rental housing, and could help satisfy the demand for new rentals in Bartlett.
- There are several existing historic homes to the north of the site. Any new development should carefully protect the views and character of these properties.
- Site A's location, and relatively small site dimensions, may not be as desirable as Sites D and E to developers.
- Existing Metra commuter parking would need to be relocated to another area of Downtown, if the site was developed for other uses.



Existing aerial of Site A, source: ESHI

## Opportunity Site A

### Near Term Strategies

Bartlett Avenue is an important east-west connection in Downtown, and provides access to many of Bartlett's businesses and restaurants. Bartlett Avenue between Western Avenue and Oak Avenue, however, lacks an appealing, inviting, or safe pedestrian zone due to complex vehicular circulation patterns and excessive curb cuts. The following site strategies would help to improve the character of the street, and create a more suitable street space for future Downtown events and activities:

- Relocate driveway access for the commuter parking lot from Bartlett Avenue to a single new access drive on Oneida Avenue.
- Consolidate private parking access from two driveways to one driveway.
- Add curb extensions (bump-outs) at each end of the block.
- Improve delineation of travel lanes, commuter parking, and formalize the commuter pick-up/drop-off auxiliary lane.
- Increase sidewalk width on north side of street.



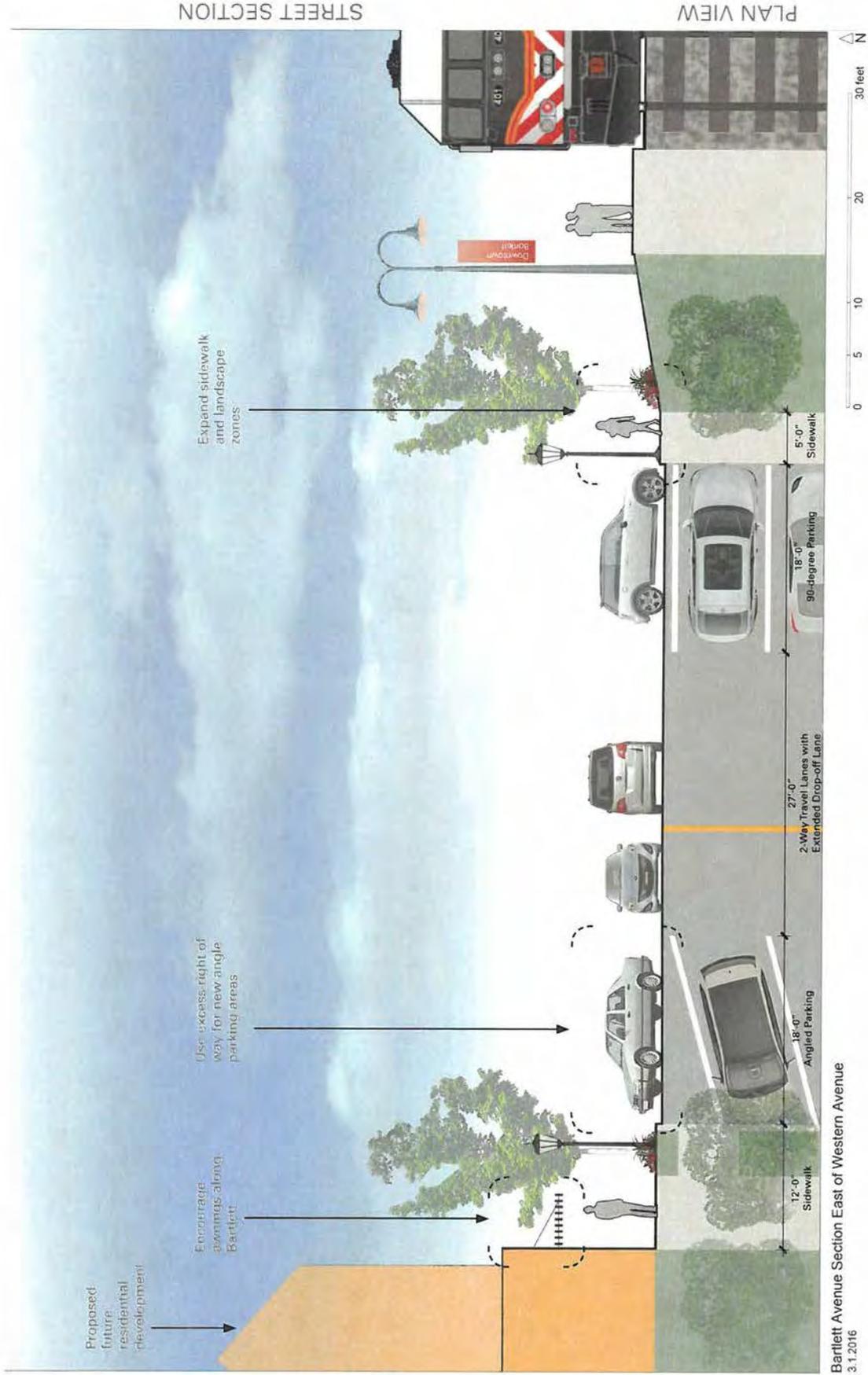
### KEY

#### Development Site Boundary

- 1 Add curb extensions and gateway feature
- 2 Remove curb cuts and add angled parking
- 3 Consolidate curb cuts for private parking area

- 4 Maintain informal pick-up lane / queuing area
- 5 Create mid-block crossing to connect to the Metra platform
- 6 Provide new curb cuts for the commuter parking along Oneida Street, to prepare the site for development along the Bartlett Avenue frontage

# Opportunity Site A



## Opportunity Site A

### Long Term Strategies

As demand for new housing increases, Site A will become a good opportunity to create new rental units in close proximity to the Metra station. The goal of West Bartlett Avenue infill developments should be to extend the existing Downtown building character to Western Avenue.

New infill buildings that are built close to the Bartlett Avenue frontage, with parking along Oneida Avenue, will provide a better sense of continuity for the street and will fill existing gaps between properties. An attractive landscape buffer, with low fencing, should be designed for the Oneida Avenue frontage to reduce the impact of the development on adjacent single family homes.

Site A is roughly .76 acres in size, and would accommodate a small-scale residential rental apartment development. Building entrances, the lobby, and other public spaces should face Bartlett Avenue to help activate the street.

Because the location of Site A is at the western edge of Bartlett's core retail area and adjacent to single family uses, this site is not considered a good location for commercial uses.



Site Location	Proposed Uses	Proposed Height (# of Floors)	Gross Square Footage	Estimated Units	Estimated Parking Spaces
A	Residential - Multifamily	3	42,000	32	47

Site Area (Square Feet)	Site Area (Acres)	Proposed FAR	Estimated Density
33,000	.76	1.3	42 units/acre



## Opportunity Site B

### Existing Conditions

Site B is a privately owned property located in a key Downtown location, directly adjacent to the Metra outbound platform and drop-off area. Site B currently houses a large-scale drive-through banking facility, and several driving and queuing lanes. A historic bank building and a municipal parking lot are located to the east of the site.

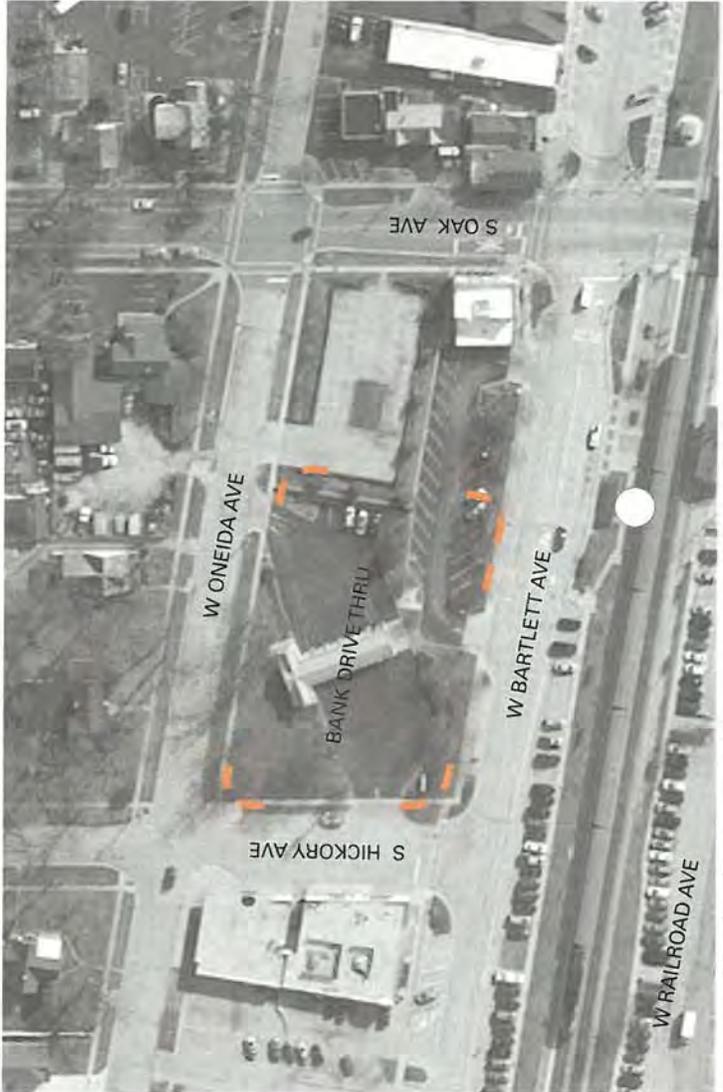


Existing photos of Site B



### Development Considerations

- The site is at a key intersection Downtown, and is close to restaurants, and other businesses. New investment in this area of Downtown will have a significant impact on the appearance of Bartlett Avenue.
- Potential demolition of the drive-through bank should be considered to create a viable development site.
- Because the site is privately owned and contains an active use, the property owners will need to be a partner in any future plans.



Existing aerial of Site B, source: ESRI

## Opportunity Site B

### Near Term Strategies

This portion of Bartlett Avenue has a particularly wide cross-section, and therefore facilitates fast moving traffic that creates a dangerous environment for pedestrians especially after dark. Many commuters walk in the street to travel to and from their cars from the Metra platform. Overall, brighter lighting, high visibility crossing markings, and improve sidewalk connections are needed to increase pedestrian safety.



Existing bus lane early morning at Oak St and Bartlett Ave



### KEY

#### Development Site Boundary

- ① Add curb extension, high visibility crossing striping, and special paving
- ② Reorient parking spaces to create more efficient layout
- ③ Consolidate and reduce curb cuts
- ④ Convert parallel parking to angled parking
- ⑤ Consider creating a more efficient shared parking layout with the bank and other uses on the block
- ⑥ Expand bike parking in the Metra platform area

# B

## Opportunity Site B

### Long Term Strategies

Site B's location, near the historic retail center of Bartlett, is a good candidate for redevelopment in the future and would help to extend the character and scale of the existing Downtown retail street to the west.

Redevelopment of Site B would require close collaboration and partnership with the private property owners of this block to discuss opportunities for creating a more efficient bank drive-through, and a more efficient shared parking layout. If reorganized, the site could accommodate a mixed-use building, with retail on the ground floor and multi-family residential above. The retail should be built in a complementary scale to the existing historic buildings to the east, and front Bartlett Avenue. The bank drive-through could be relocated to a small ATM addition on the west side of the existing historic bank building. This drive-through would be organized in a more urban layout, appropriate for this Downtown location. Parking for these proposed uses would be located off of Oneida Avenue, with a landscaped buffer to provide separation between the existing housing in that area.



Site Location	Proposed Uses	Proposed Height (# of Floors)	Gross Square Footage	Estimated Units	Estimated Parking Spaces
B	Residential - Multifamily	3	42,000	32	48
B	Ground Floor Commercial	1	10,000		10
<b>Site Area (Square Feet)</b>		<b>Site Area (Acres)</b>	<b>Proposed FAR</b>	<b>Estimated Density</b>	
39,800		0.91	1.0	35 units/acre	



06/17/16

## Opportunity Site B

### Example Developments from other Communities



Downtown Mixed-use, Sun Prairie, WI



Mixed-use, Arlington Heights, IL



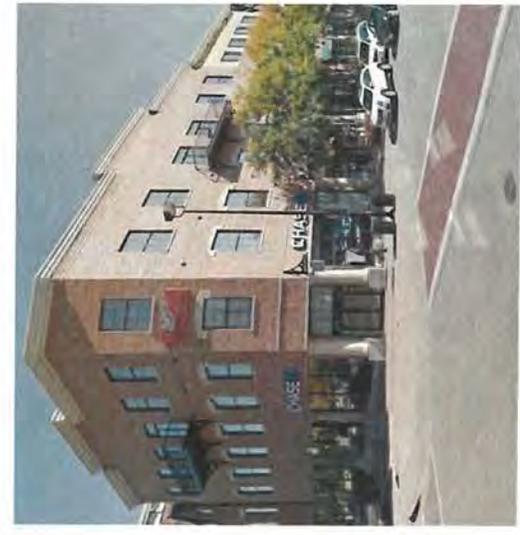
Downtown Mixed-use, Naperville, IL

### Building Form and Character

The Development of Opportunity Sites A and B will significantly impact the character of Downtown and should be thoughtfully constructed in a scale that closely relates the Town Center, and nearby existing historic retail properties as shown in these photo examples. Building and facade features that help to better define the edge of the street should be used, such as corner projections, varied roof lines, awnings, and material changes. Active uses, with clear glass and pedestrian oriented signage should be used on the ground floors to change the perception of Downtown.



Mixed-use, Mt Prospect, IL



Downtown Mixed-use, Naperville, IL

## Opportunity Site C

### Commuter Parking Strategies

Currently, Site C is the largest, and most conveniently located Metra commuter parking lot in Downtown Bartlett. This site accommodates over 200 parking spaces dedicated to Metra through permits at an affordable \$1.50 a day price point. The lot is well used today with a 79% observed use rate based on Metra's annual survey of commuter lots.

Many stakeholders in the community feel that this site would be well suited to create a parking garage structure, to help reduce the amount of Downtown land area devoted to commuter parking in the future, and provide opportunities for new development. The scale and dimensions of the site could easily accommodate a parking structure, as well as ground floor retail. The cost burden to construct and maintain any future parking structure would fall mostly on the Village, and would require a significant up-front investment.

For the near term, surface parking should remain on this site, but sidewalks and streetscape should be extended and improved to create better connectivity to the Metra depot and existing Downtown retail street. Better lighting, focused on pedestrian crossings is also needed for this area.



Existing photo of Site C



Existing aerial of Site C, annotated (ESD)

- 1 Add high visibility crossing striping and intersection lighting
- 2 Extend and improve sidewalks to create a safer walking environment for commuters and reduce pedestrian-vehicular conflicts
- 3 Improve surface parking lot edges by adding low fencing, plantings, lighting, street trees and consistent signage.
- 4 Simplify parking rules and signage to encourage use of commuter parking areas in off-peak times

## Opportunity Site C

### Example Developments from other Communities



Parking Structure with Retail, St Charles, IL



Parking with Residential, Wheaton, IL



High Quality Parking Structure, Naperville, IL

### Parking Improvement Strategies

In the short term, strategies for better lighting, landscaping, and edges of surface parking lots should be considered. The two examples to the right show surface parking with low-maintenance landscaping, low fencing, and densely planted street trees. If a parking structure is built in the future, it should be carefully designed to fit with the neighborhood uses and character of Bartlett. The examples above show different options for creating an active ground floor to help disguise a downtown parking structure including retail, residential, and office uses.



Parking Lot Buffer, Chicago, IL



Parking Lot Edge, traditional style

## Opportunity Site D

### Existing Conditions

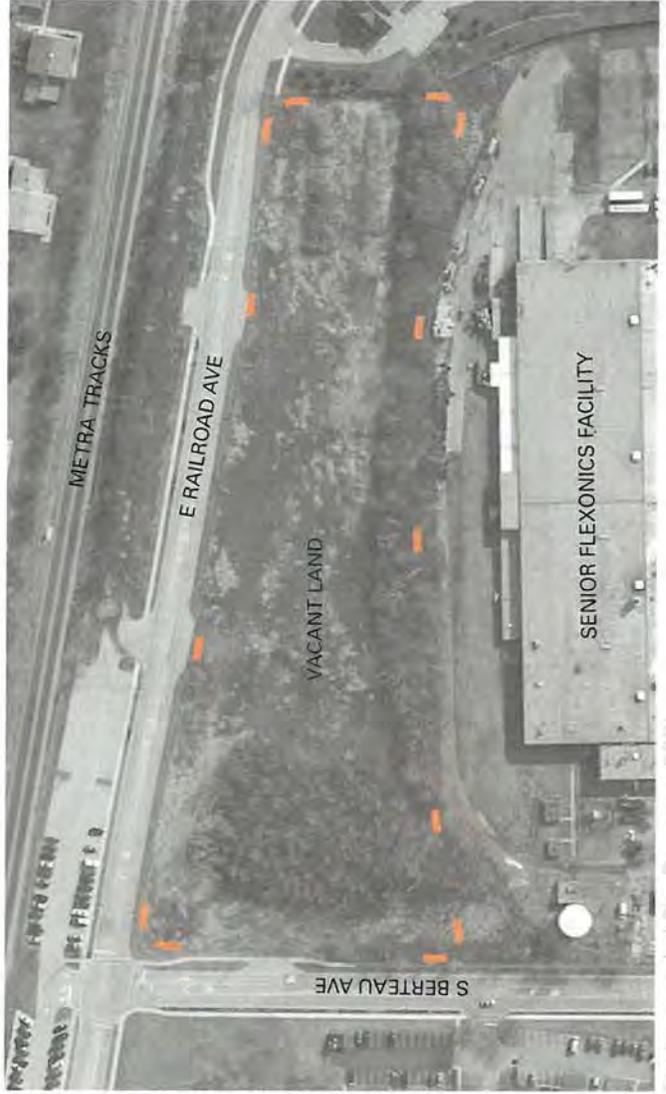
Site D is owned by Metra, and is currently vacant land. The site is over 5 acres in size, but has a significant grade change along the southern edge that will need to be regraded and incorporate retaining walls to be usable. To the south of the site is a large distribution and light manufacturing plant that houses the Senior Flexonics company. Senior Flexonics is one of the largest employers in Downtown Bartlett. An existing natural buffer exists between the plant and Site D. A recently developed large scale attached single family residential neighborhood lies to the east.

### Development Considerations

- The fact that the site is vacant and shovel ready increases the desirability for residential developers.
- The site is Metra owned, and will need to accommodate a portion of their future commuter parking needs, in combination with new development
- Portions of the site have narrow dimensions, which are better suited for attached single family townhome development, rather than larger multi-family buildings



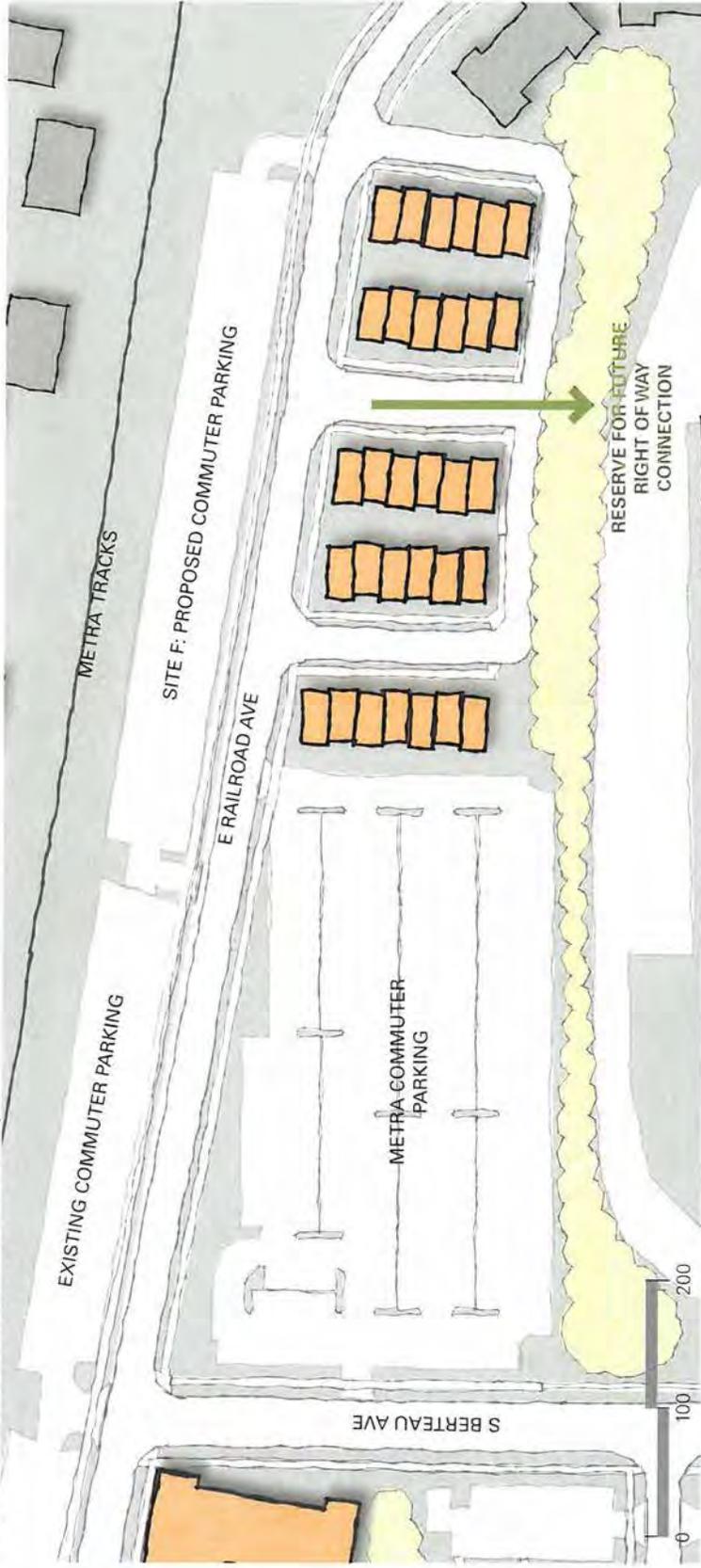
Existing photos of Site D



Existing aerial of Site D. scottrap ESRI

## Opportunity Site D

### Phase 1 & 2 Development Concept



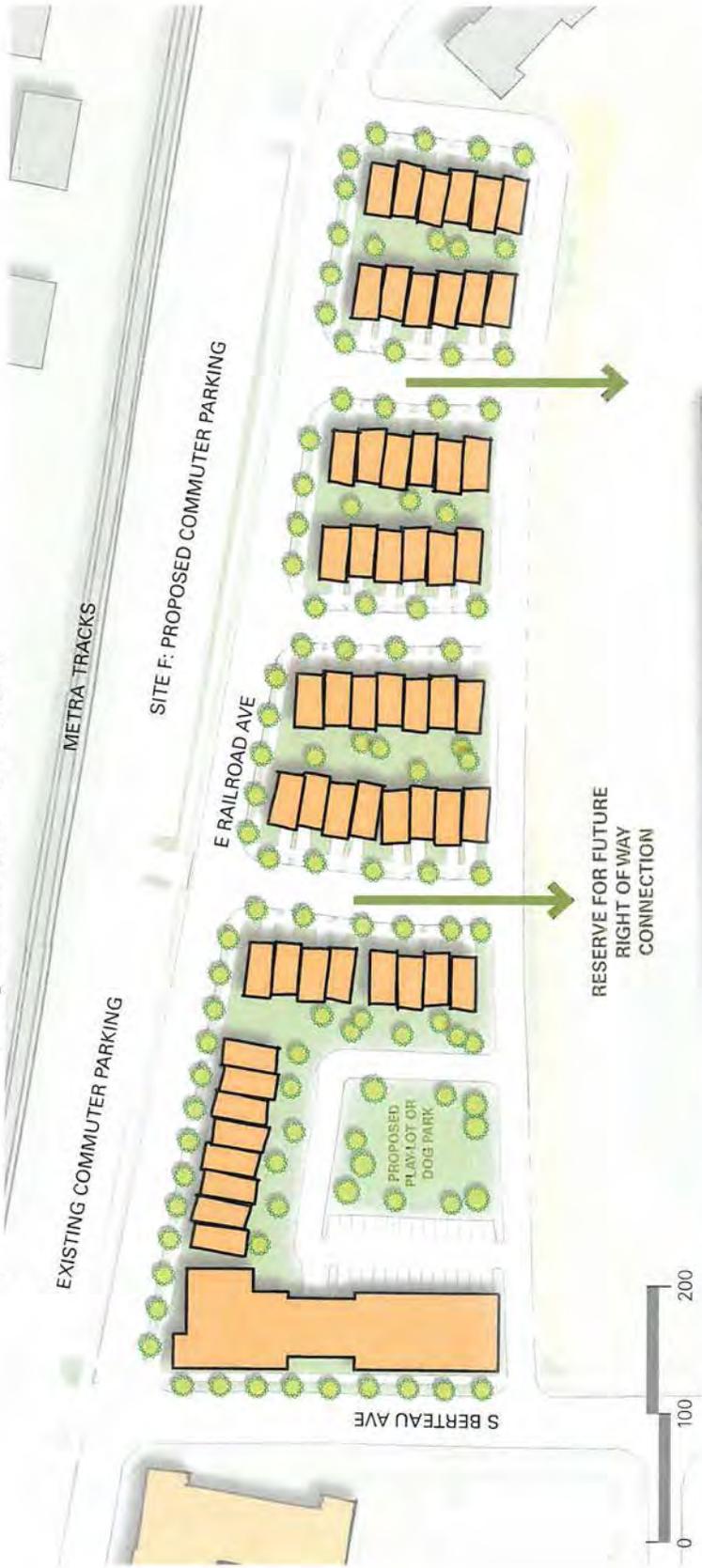
Site Location	Proposed Uses	Proposed Height (# of Floors)	Gross Square Footage	Estimated Units	Estimated Parking Spaces
D	Residential - Townhomes	2	49,600	31	62
D	Metra Commuter Parking				250
Site Area (Square Feet)		Site Area (Acres)	Proposed FAR	Estimated Density	
223,100		5.12	0.2	6 units/acre	

### Development Scenario Overview

Initial solicitation to developers for Site D should focus on the eastern portion of the site that is well suited for new townhomes. North-south right of ways should be reserved as part of the development layout to provide the opportunity for future street connections if Senior Flexionics were ever to relocate or reconfigure their property. The western portion of the site will be used over time to accommodate Metra's parking expansion needs.

Opportunity Site D

Full Build Out Development Scenario (Long Term Vision - 20+ Years)



Site Location	Proposed Uses	Proposed Height (# of Floors)	Gross Square Footage	Estimated Units	Estimated Parking Spaces
B	Residential - Multifamily	3	42,000	32	48
B	Residential - Townhomes	2	88,000	55	110
Site Area (Square Feet)		Site Area (Acres)	Proposed FAR	Estimated Density	
223,100		5.12	0.6	17 units/acre	

**Development Scenario Overview**  
 If the Village constructs a parking structure on Site C, much of the Metra commuters parking needs could be consolidated, which would free up the rest of Site D for residential growth. This concept illustrates a concept for full build out of the site with additional townhomes and a multi-family rental building that holds the corner along Berteau Avenue.

## Opportunity Site D



Townhomes, Prairie Crossing, IL



Existing Townhomes, Bartlett, IL



Townhomes, Arlington Heights, IL

## Development Character Examples

Site D is located at the eastern edge of Down-town and therefore acts as a transition zone to lower density residential neighborhoods. Townhomes, similar in scale to the neighboring Asbury Place development would help to create a coherent character to this neighborhood. If the parking structure scenario is implemented and the Metra parking can be accommodated elsewhere, other types of housing such as rental apartments or condominiums would be possible on the site. Examples show multifamily of 1-4 stories, which fits well with the existing density of Bartlett.



Multi-Family, Naperville, IL



Multi-Family, Arlington Heights, IL

## Opportunity Site E

### Existing Conditions

Site E is currently vacant, but was originally planned to become multi-family condominium buildings as the next phase of the Town Center development. Because of changing demand, a rental apartment development is more feasible on this site today.

### Development Considerations

- This site will be very attractive to potential residential developers because it is vacant, cleared and within close proximity to the Metra station
- This site one of the most viable Downtown development sites and should be a marketing priority for the Village
- Many Downtown amenities are within walking distance of the site including Leiseberg and Bartlett Parks, restaurants, and Village Hall
- The size and dimensions of the site are suitable to many layouts of apartment building floor plates



Existing photos of Site E



Existing aerial of Site E, source ESRI

## Opportunity Site E

### Near Term Strategies

Because Site E is development ready, it should be the focus of attracting new residential development to Downtown Bartlett.

The concept to the right shows a potential site layout including an "L-shaped" residential building that defines the corner of Railroad and Berteau Avenues. A surface parking lot to serve the building is located away from the street frontage, behind the proposed building.

To accommodate future right of way connections to the south, the western portion of the site should be reserved through a setback or easement. This reserved space would not inhibit the property's development potential, as it has a substantial size, and would greatly improve the connectivity for new residential Downtown.

The existing natural buffer at the southern edge of the site should be maintained to provide separation between the existing apartments and any new development.



Site Location	Proposed Uses	Proposed Height (# of Floors)	Gross Square Footage	Estimated Units	Estimated Parking Spaces
E	Residential - Multifamily	3	50,000	38	57

Site Area (Square Feet)	Site Area (Acres)	Proposed FAR	Estimated Density
69,500	1.6	0.7	24 units/acre



## Opportunity Site F

### Near Term Strategies

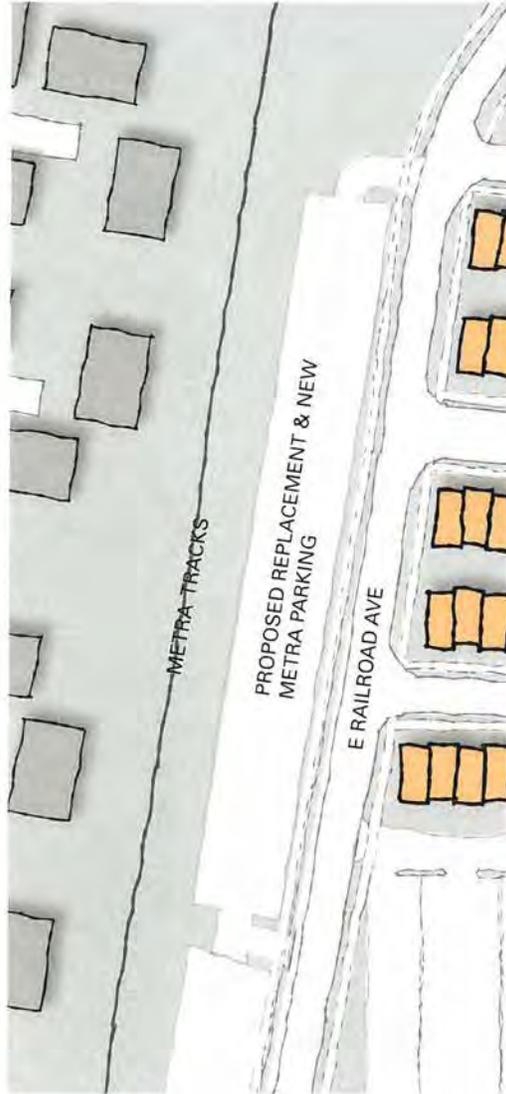
This narrow Metra-owned site is located within the rail right of way, and has been identified by Metra as a good location to extend the commuter parking lots along the tracks further east. Parking spaces developed in this area will be used to replace commuter parking removed from Site A, as well as accommodate some of the expected future increased demand for Metra parking in Bartlett.

The site is located within a reasonable walking distance of Metra; roughly 0.3 miles from the station depot, and less than 1/2 mile from the outbound platform.

Better sidewalks, streetscape, and crosswalks in this area will be needed to improve the pedestrian experience and safety for commuters traveling to the platforms. Pedestrian improvements in this area will also help to better connect the existing residential neighborhood of townhomes to the east, named Asbury Place.



Existing aerial of Site F. Source: ESRI



## Downtown Street & Block Pattern

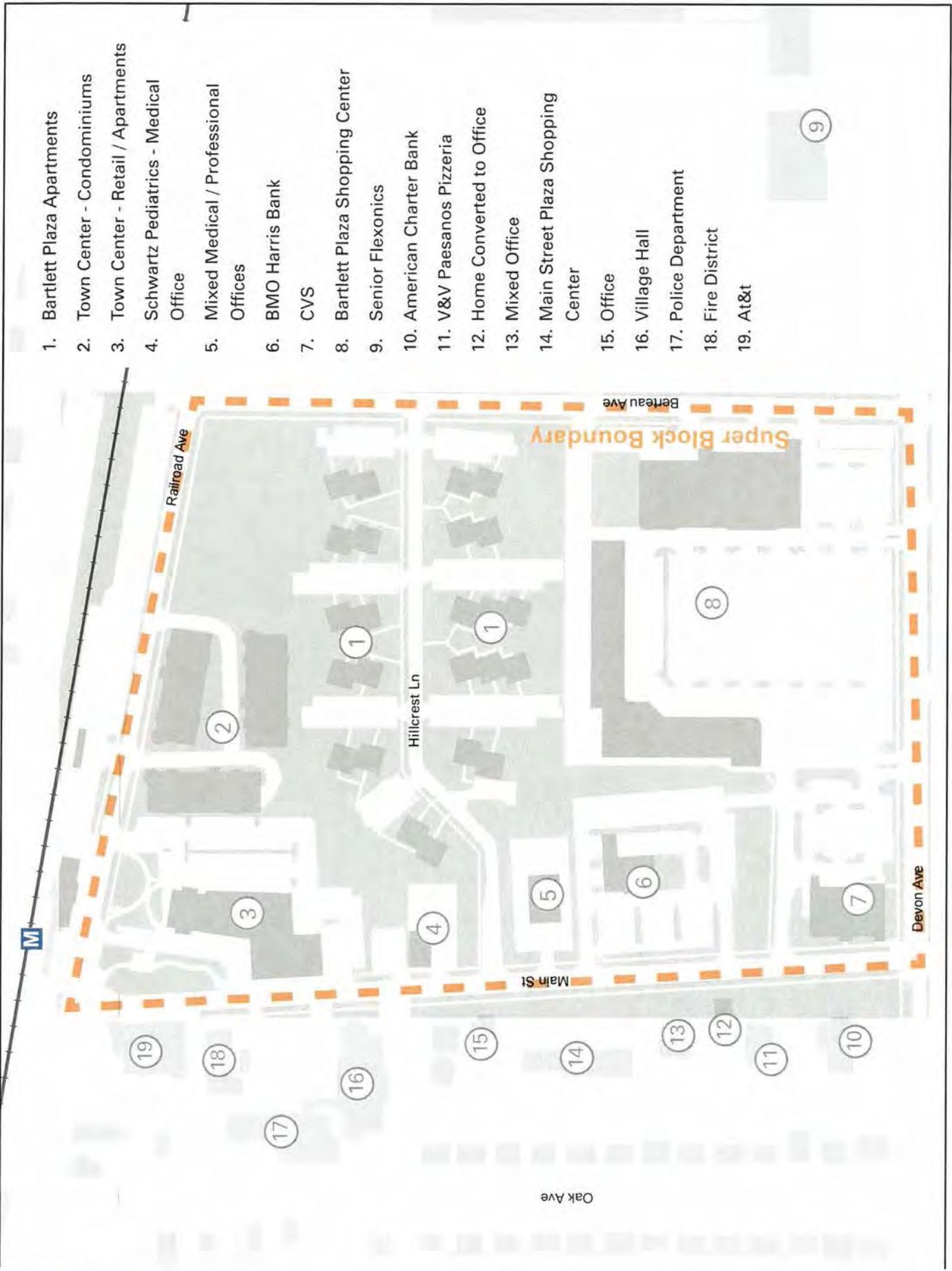
### Connectivity Today

Older Downtown Bartlett residential neighborhoods, north of the Metra tracks, are defined by a consistent, pedestrian friendly, block pattern and system of neighborhood streets. To the south of the tracks, however, many of the blocks near the core of Downtown are in close proximity to businesses, but are not directly accessible due to a lack of through-street connections. For example, a resident living on S Hickory Avenue, between Railroad Avenue and Devon Avenue is located only about 500 feet from the Village Hall, but would need to walk 1/2 mile to get there on foot. Similarly, the block occupied by the Town Center, CVS, and Bartlett Plaza Shopping Center (identified as a Super Block to the right) acts as a barrier for pedestrians traveling from neighborhoods south of Devon Avenue to the Metra station area.

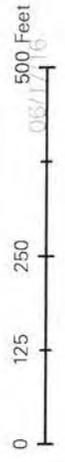
### Future Strategies

Options for creating new connective neighborhood streets and pedestrian routes through the Super-Block are identified on the following pages. These concepts would not require any major building demolitions, and could be implemented in phases over time as funding for infrastructure improvements are secured.





1. Bartlett Plaza Apartments
2. Town Center - Condominiums
3. Town Center - Retail / Apartments
4. Schwartz Pediatrics - Medical Office
5. Mixed Medical / Professional Offices
6. BMO Harris Bank
7. CVS
8. Bartlett Plaza Shopping Center
9. Senior Flexonics
10. American Charter Bank
11. V&V Paesanos Pizzeria
12. Home Converted to Office
13. Mixed Office
14. Main Street Plaza Shopping Center
15. Office
16. Village Hall
17. Police Department
18. Fire District
19. At&t



## Site G: Super-Block

### Existing Conditions

The Super-Block currently contains a mix of commercial, multi-family, retail, and service uses representing a broad range of styles and ages. The more recent developments such as the Town Center and the CVS act as important gateways to Downtown and include newer streetscape, attractive architecture, and an urban layout. Other older properties, throughout the center of the block, are designed with generous setbacks and surface parking fronting the street.

Bartlett Plaza Shopping Center occupies a large portion of the Super-Block, and currently has a large amount of vacant space. Based on the Market Analysis, Downtown Bartlett has a large inventory of vacant commercial spaces that need to be filled. Proposed strategies to revitalize this area include:

- Redevelop older retail properties that have been vacant for a significant period of time, into other uses.
- Condense existing retailers to create a critical mass of businesses.
- Create new, smaller scaled commercial development along Devon Avenue to establish a more attractive gateway.



1



7



2



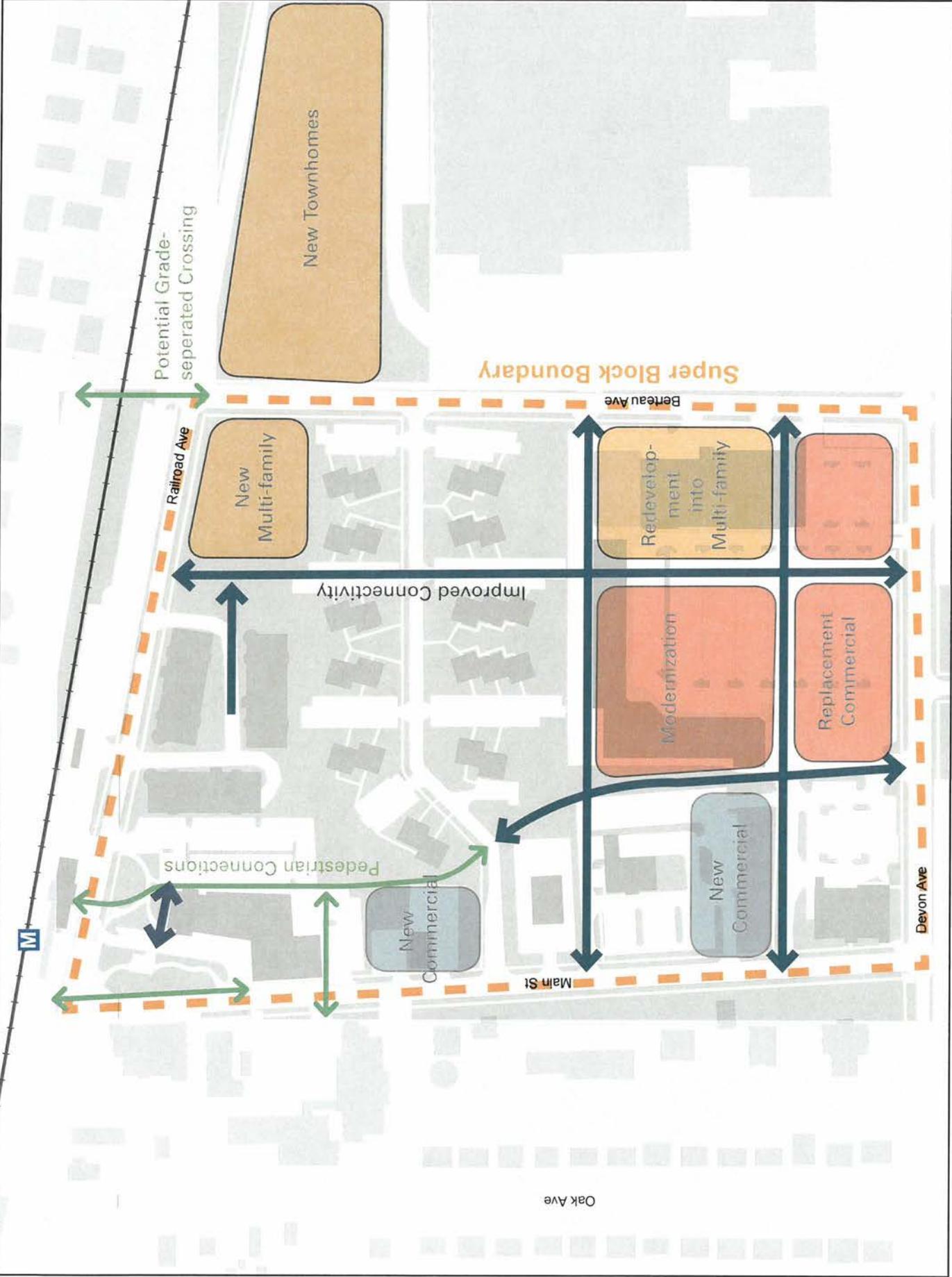
8



3



16

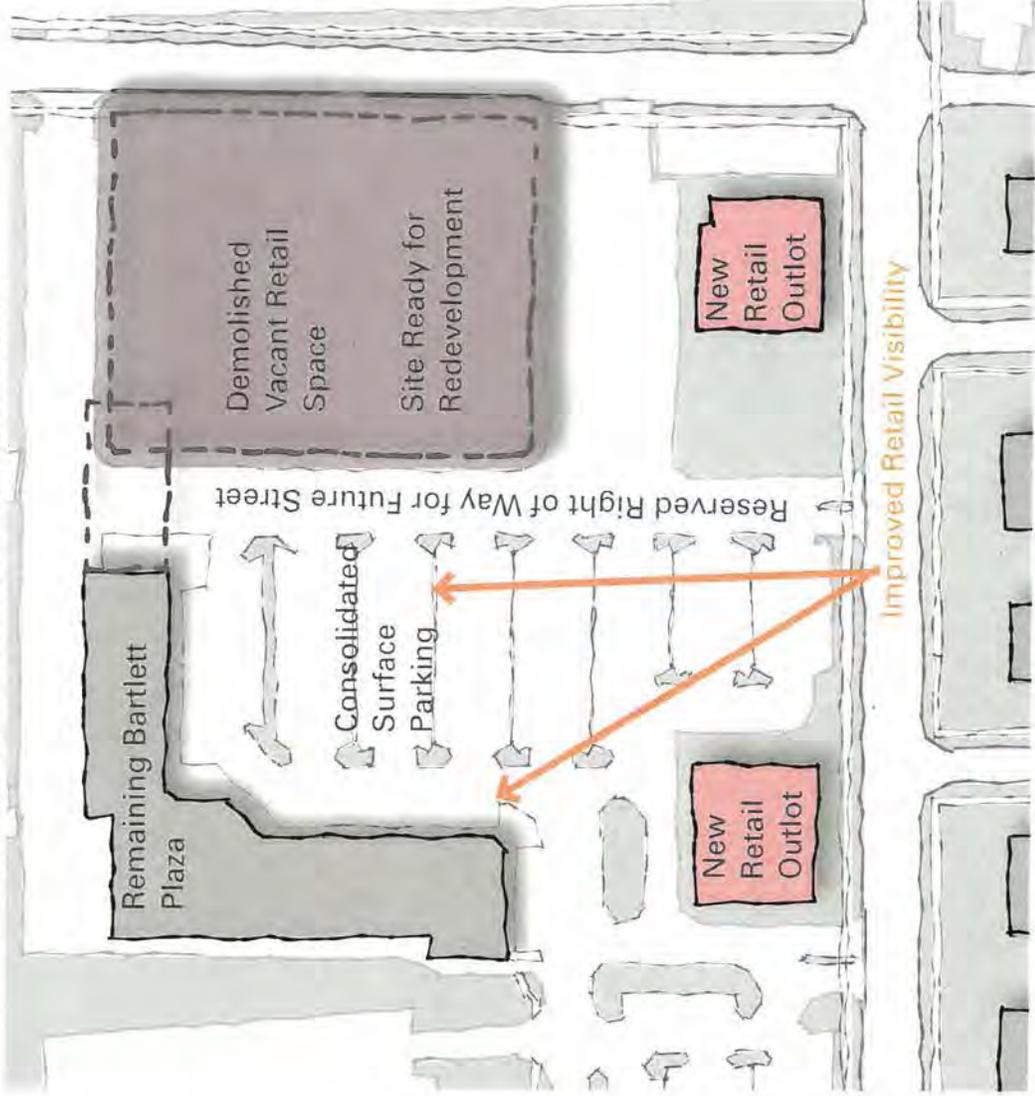


## Site G: Super-Block

Redevelopment of Bartlett Plaza and improved connectivity through the Super-Block is needed to reposition existing businesses and provide new opportunities for Downtown residential and commercial development. Increased circulation for pedestrians and vehicles through Downtown will help to also strengthen its character. A concept for subdividing the Super-Block by adding new north-south pedestrian and vehicular routes is shown on the facing page. Strategies illustrated by this diagram include:

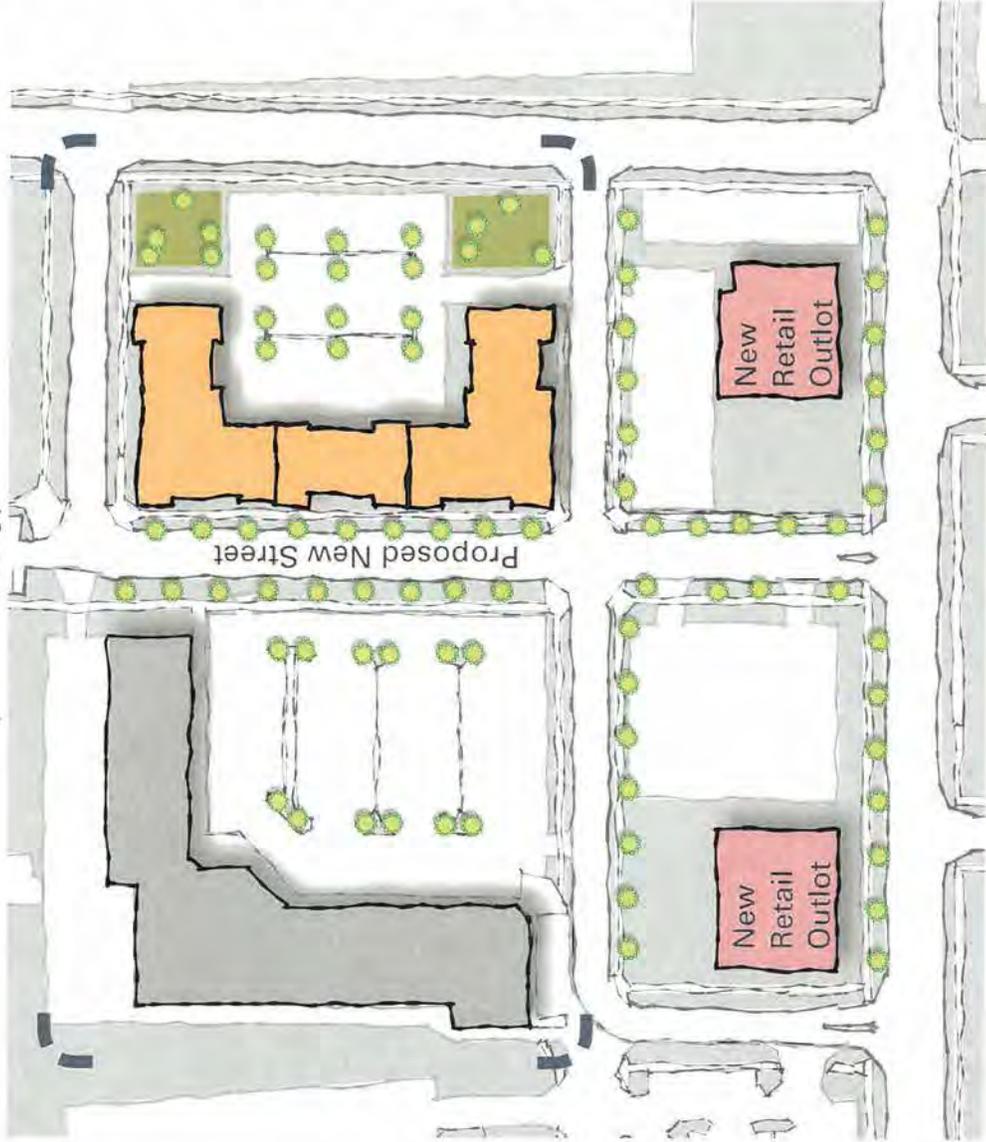
- Maintain successful existing residential and commercial properties, while also reducing the overall amount of vacant commercial space.
- Demolish the vacant grocery space, and eastern portion of Bartlett Plaza to create a new development site along Berteau Avenue.
- Relocate any displaced existing Bartlett Plaza businesses to new commercial developments along the Devon Avenue or Main Street to improve their visibility.
- Resurface and modernize the parking, improve landscape, and update the facades of the remaining Bartlett Plaza.

### Bartlett Plaza Strategy for Initial Phase of Redevelopment



Super Block Concepts

Bartlett Plaza Phase 2 Development Strategy



Site Location	Proposed Uses	Proposed Height (# of Floors)	Gross Square Footage	Estimated Units	Estimated Parking Spaces
G	Residential - Multi-family	3	84,600	63	95
G	Retail / Commercial		18,400		18

Phase 2 Development Strategy

After the former vacant grocery building is demolished, and the site is readied for new development, the site will need to be marketed by the Village to solicit residential development interest. The site is of a scale and dimensions that could easily accommodate many different layouts for multi-family residential. The option shown to the left, illustrates a building fronting along the new neighborhood north-south street, with parking facing the Berteau Avenue frontage. This layout would provide the proposed residential uses with separation from the existing Senior Flexionics facility to the west.

In this scenario, it is conceptualized that the construction of the new neighborhood street would also provide an opportunity to re-landscape the parking areas of the remaining retail center, and to modernize the facade, and signage elements. These improvements would help ensure that the active businesses remain in Bartlett Plaza, continue to be successful in the future.

Site Area (Sq Ft)	Site Area (Acres)	Prop. FAR	Est. Density
400,000	9.18	0.5	7 units/acre

## Super Block Concepts

### Other Options for Consideration:

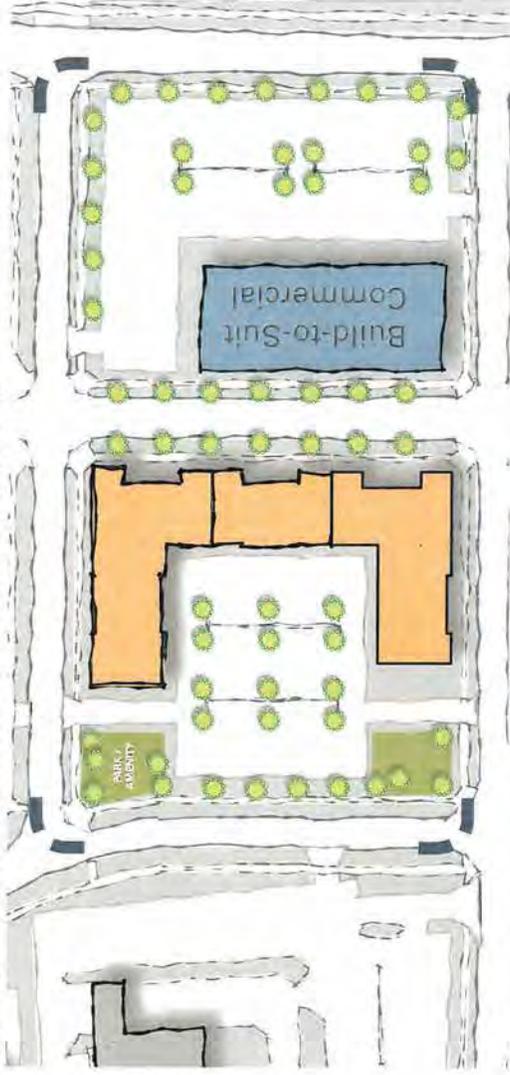
#### Alternative 1

As a long term solution, the center parcels of the Super-Block may be better suited to other uses, rather than retail. If retail expansion is relocated to the Main Street corridor, the remaining portion of Bartlett Plaza could be replaced with more multi-family residential units. The option shown to the right illustrates another multi-family building on the Bartlett Plaza site. This scheme also shows an alternative of office uses on the east parcel.

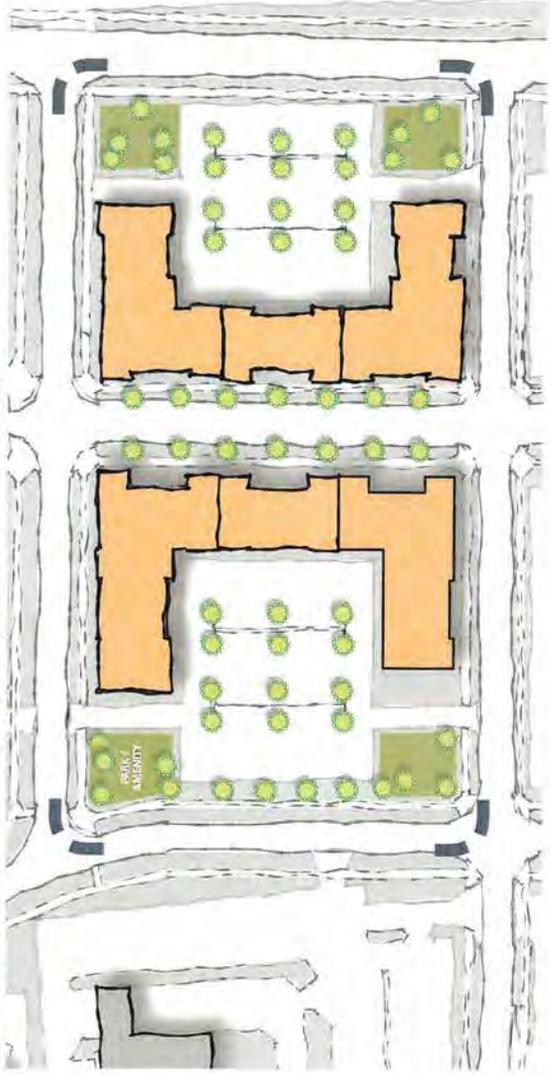
#### Alternative 2

Depending on the real estate market in the future, the demand for housing might continue to be much higher than for retail in Downtown Bartlett. If this is the case, focussing on the development of additional residential uses for this area would be most successful. This scheme shows an option for two multi-family residential buildings that front the new neighborhood street, with parking to the rear.

Bartlett Plaza Mixed-use Full Build Out Scenario

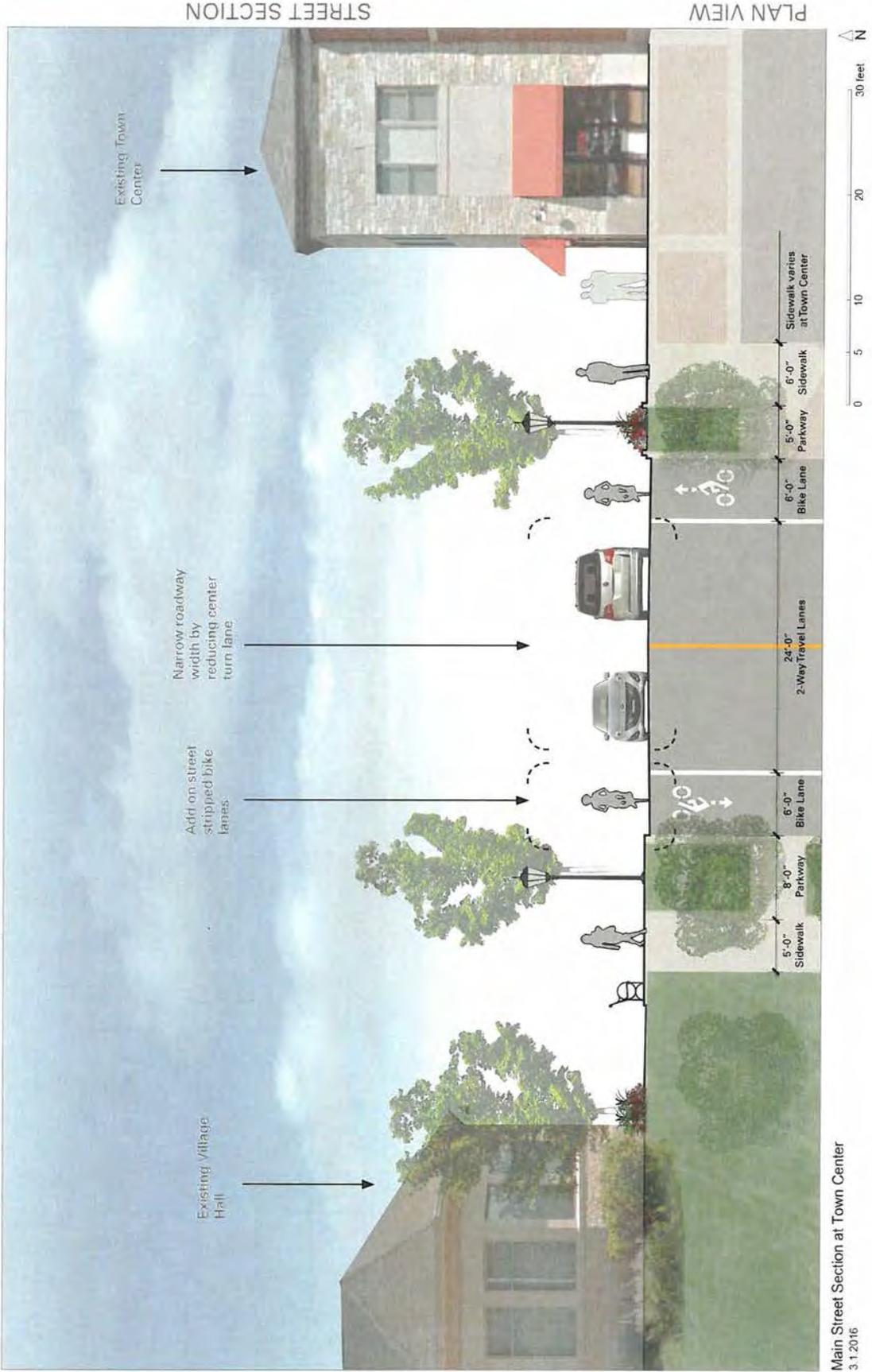


Bartlett Plaza Residential Full Build Out Scenario



# Super Block Concepts

## S Main Street Complete Street Concept



Main Street Section at Town Center  
3.1.2016

## South Main Street Corridor

### Near Term Strategies

South Main Street is an important Downtown corridor, but currently lacks adequate pedestrian and bicycle safety infrastructure to encourage a connection between the east and west sides. Between Devon Avenue and Railroad Avenue, there are no formal pedestrian crossings, but many were observed crossing into traffic in this area. The following improvements are recommended to transform Main Street into a complete street:

- Reduce speed limit to 25 mph.
- Add mid-block crossing between Village Hall and Town Center.
- Add pedestrian crossing at Hillcrest Lane
- Reduce driveway widths/eliminate curb cuts where possible, to accommodate safer pedestrian crossings.
- Add on-street bike lanes by eliminating the center turn lane.

The conceptual street section on the facing page illustrates the proposed lane reconfiguration to provide space for bike lanes in each direction.



Intersection of Main Street and Devon Avenue



Main Street near the Town Center



## Bartlett Avenue Retail Core

Bartlett Avenue between Oak and Eastern Avenues contains a concentrated mix of reused historic buildings housing restaurants, offices, and other businesses. Strategic improvements that build off the character of the street are needed to reinforce its identity as the center of Downtown. Currently, many of the storefronts appear vacant, but actually contain active businesses. Improved signage, window displays, colorful awnings, expanded sidewalk cafes, and plantings are needed to attract new customers to this area. Uses such as restaurants, that activate the street throughout the day should be encouraged.

Other public realm recommendations are:

- ① Add mid block crossing to facilitate access to the Metra platform.
- ② Convert to two-way operation to improve access and circulation for Downtown businesses.
- ③ Reorient angled parking to accommodate two-way traffic.
- ④ Improve Oak Avenue intersection to include bump outs and high visibility intersection markings
- ⑤ Relocate large curb cut to Eastern Avenue
- ⑥ Other future infill development opportunity sites



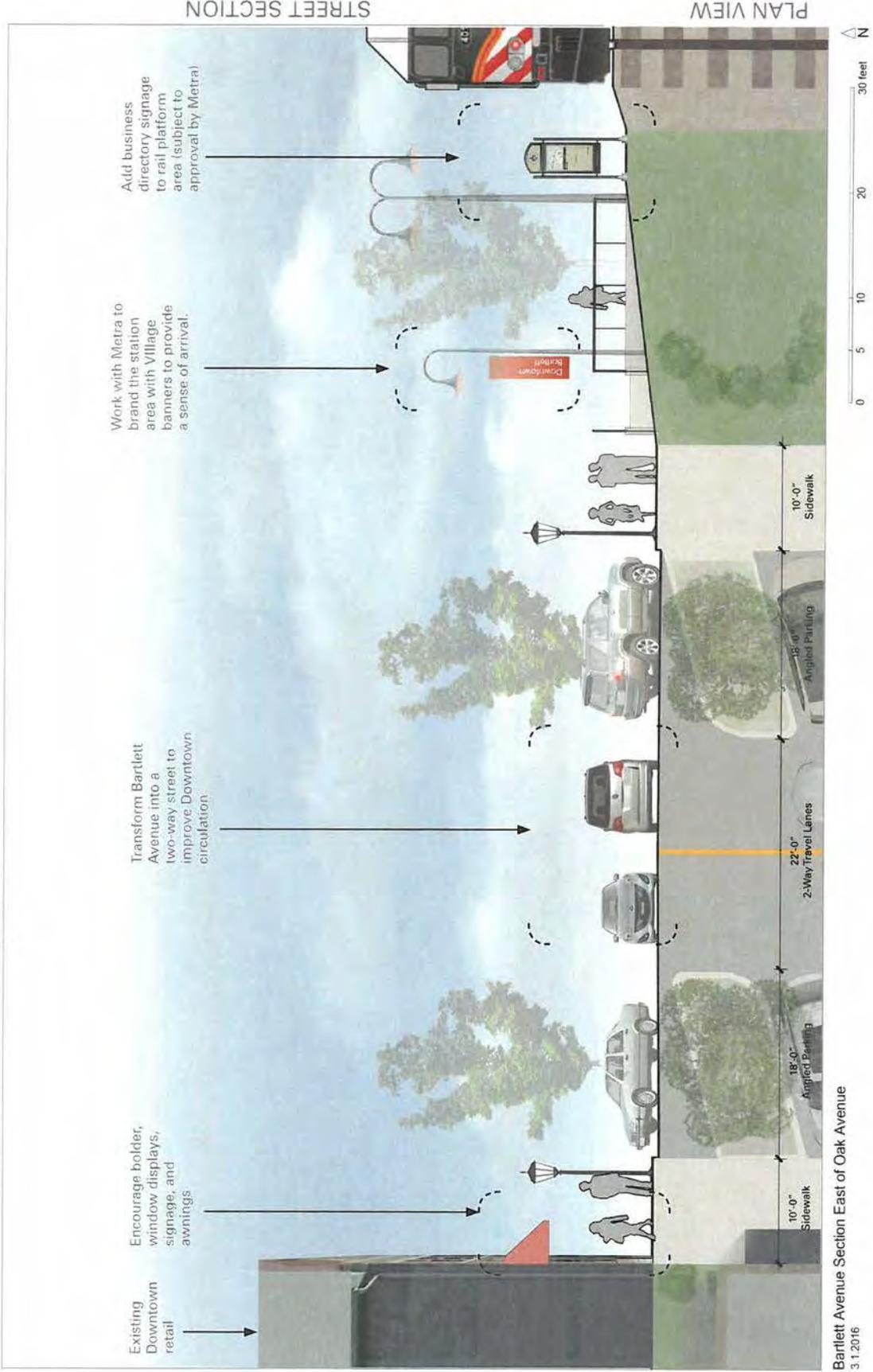
Existing photos of Bartlett Avenue (Retail)



Existing aerial of Site H, source ESRI

# Bartlett Avenue Retail Core

## Bartlett Avenue Revitalization Concept

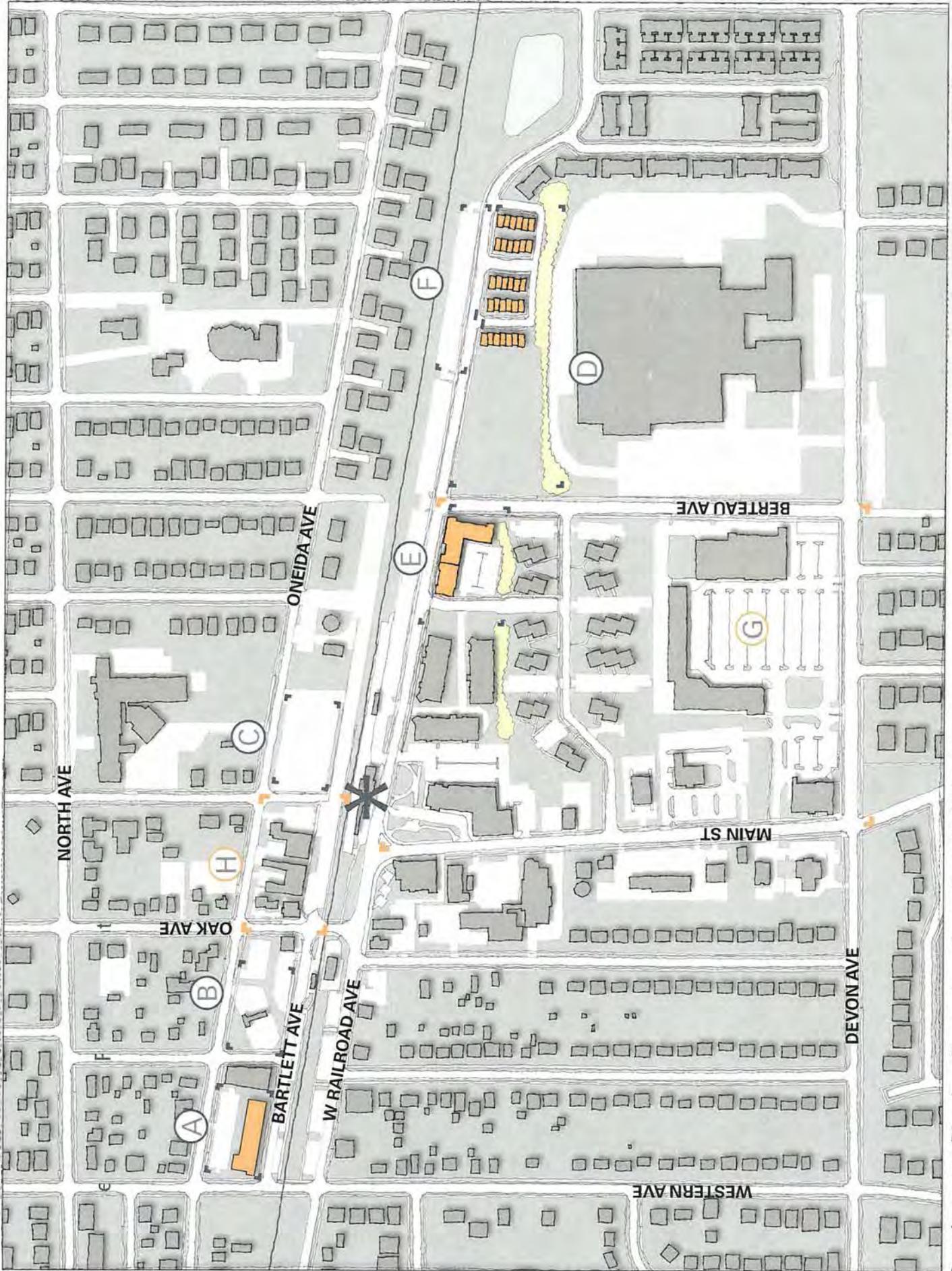


Bartlett Avenue Section East of Oak Avenue  
3.1.2016





# 06 Implementation Strategies



Development Phasing Strategies : Near Term (1-3 Years)

## Development Phasing Strategies : Near Term (1-3 Years)

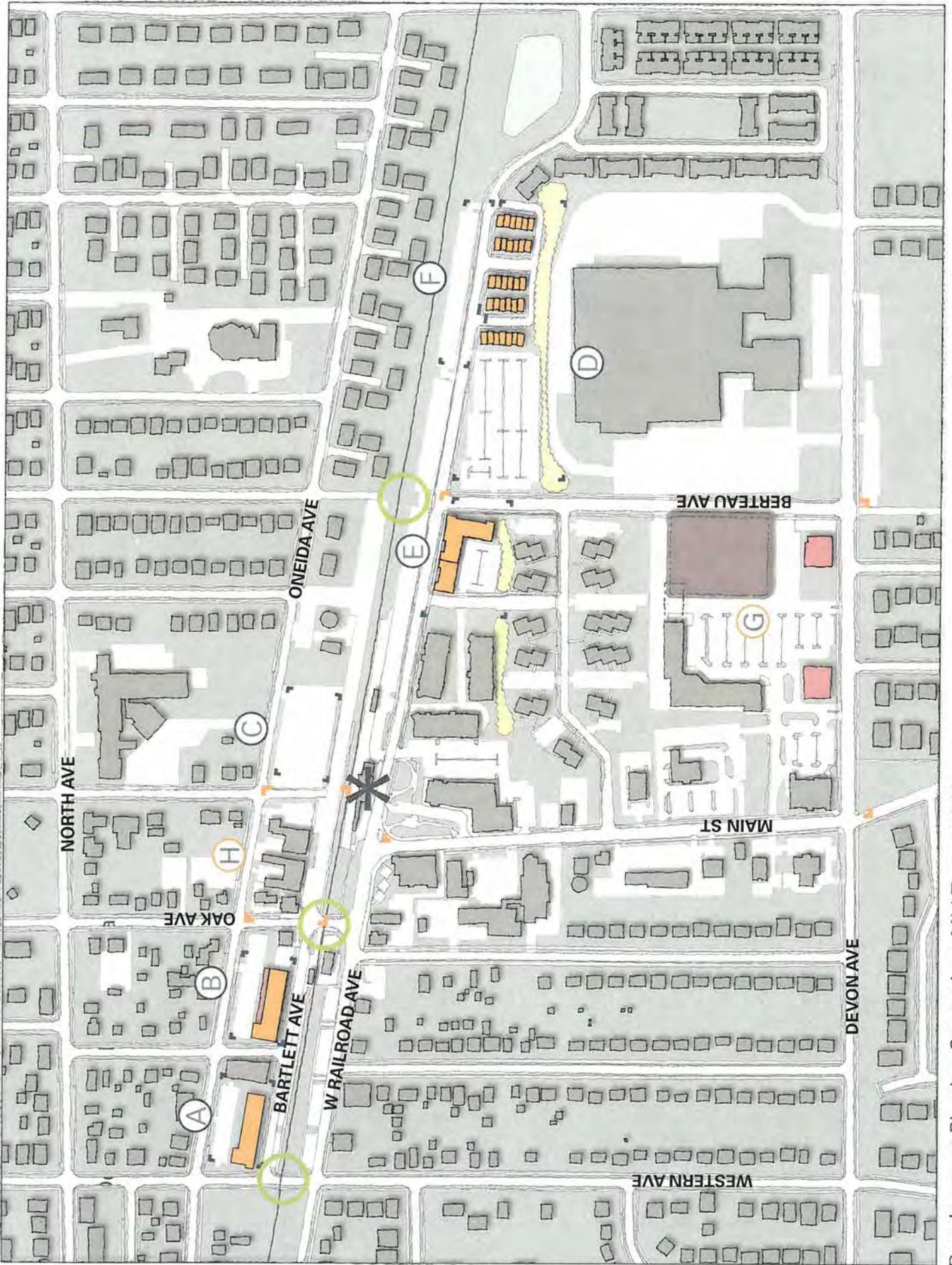
### Conceptual Phase Program:

Site Location	Near Term (1-3 Years)	Gross Square Footage	Estimated Units	Approx. Parking Spaces
A	Residential - Multifamily Rental Apartments	42,000	32	47
E	Residential - Multifamily Rental Apartments	50,000	38	56
D	Residential - Single Family Attached (Townhomes)	49,600	31	47
<b>From A to F</b>	Commuter Parking Relocated			(86)
F	Commuter Parking Added (86 relocated spaces + 14 new)			100

### Implementation Actions:

- (A)** **Surface Parking at Western and Oneida Avenues:**
  - Consolidate curb cuts and seek grant funding for pedestrian related right of way improvements.
  - Relocate commuter parking spaces to Site F
  - Outreach to residential developers to market Site A for new development
- (B)** **Associated Bank Drive-Through:** Meet with property owners to discuss options for redeveloping the existing bank drive through.
- (C)** **Surface Parking at Oneida and Eastern Avenues:** Implement parking lot perimeter landscape and sidewalk improvements.
- (D)** **Vacant Parcel Along Railroad Avenue:** Right-size the area that is needed to accommodate Metra parking, and then define the remaining area as a development site. Market the site for townhome development.
- (E)** **Vacant Parcel at Railroad Avenue and Berteau Avenue:** Seek new multi-family development for this shovel-ready site. Redefine parcel area to reserve western portion for future right of way connection to the south.
- (F)** **Vacant Parcel Adjacent to the Rail Right of Way:** Village to construct replacement commuter parking spaces, and to coordinate with Metra to construct any needed new commuter parking (relocated from Site A)
- (G)** **Downtown Super-Block:** Coordinate with property owners to formalize demolition plans for the eastern portion of Bartlett Shopping Center. Relocate businesses as necessary to prepare for demolition.
- (H)** **Bartlett Avenue Retail Core:** Meet with existing retail businesses to discuss aesthetic, signage, and facade improvements in this zone. Construct new crossings, and convert street to two-way.

**Initial Phase:** The development of Sites E and D would meet the initial residential demand that is identified by the TOD Plan Real Estate Market Analysis. The timing of further residential development would depend on the future market demand for housing.



Development Phasing Strategies : Mid Term (4-6 Years)

## Development Phasing Strategies : Mid Term (4-6 Years)

### Conceptual Phase Program:

Site Location	Mid Term (4-6 Years)	Gross Square Footage	Estimated Units	Approx. Parking Spaces
B	Retail / Commercial	10,000	-	10
B	Residential - Multifamily Rental/Apartments	42,000	32	48
G	Retail / Commercial	18,400	-	18
G	Demolished Commercial	(49,830)	-	-
D	New Commuter Parking			250

### Implementation Actions:

- (B)** **Associated Bank Drive-Through:**
  - Relocate drive-through, and demolish existing building to prepare the site for new development
  - Consolidate and reorganize existing parking areas, to create a more efficient layout along Oneida Avenue
  - Market site to residential developers as a downtown mixed-use opportunity

- (D)** **Vacant Parcel Along Railroad Avenue:**  
Work with Metra to construct new commuter parking lot to provide capacity for commuter growth.

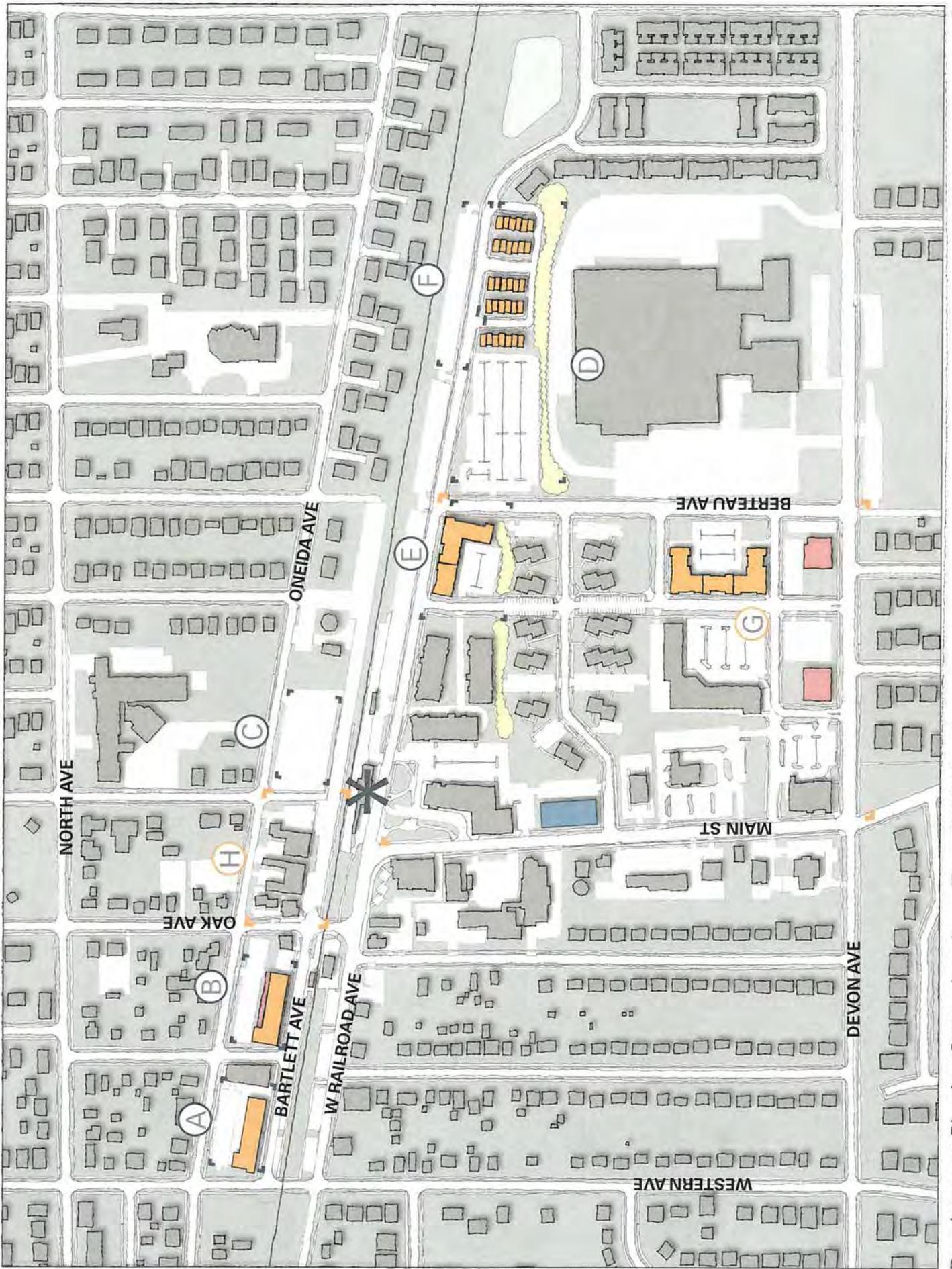
- (E)** **Vacant Parcel at Railroad Avenue and Berteau Avenue:**  
Partially construct new neighborhood street connection to the south.

### **(G)** **Downtown Super-Block:**

- Construct new pedestrian connections from the Bartlett Plaza area to the train station.
- Prepare Bartlett Plaza site for new development, market to potential residential developers.
- Construct new commercial outlet developments along Devon Avenue to strengthen the southern gateway to Downtown.

### **Metra Operations & Coordination:**

- Meet regularly with Metra to discuss options for future platform and station improvements
- Improve safety of pedestrian crossings at Western Avenue and Oak Avenue
- Study options for below or above-grade pedestrian crossings in the Berteau Avenue area



Development Phasing Strategies : Long Term (7-10 Years)



## Development Phasing Strategies : Long Term (7-10 Years)

### Conceptual Phase Program:

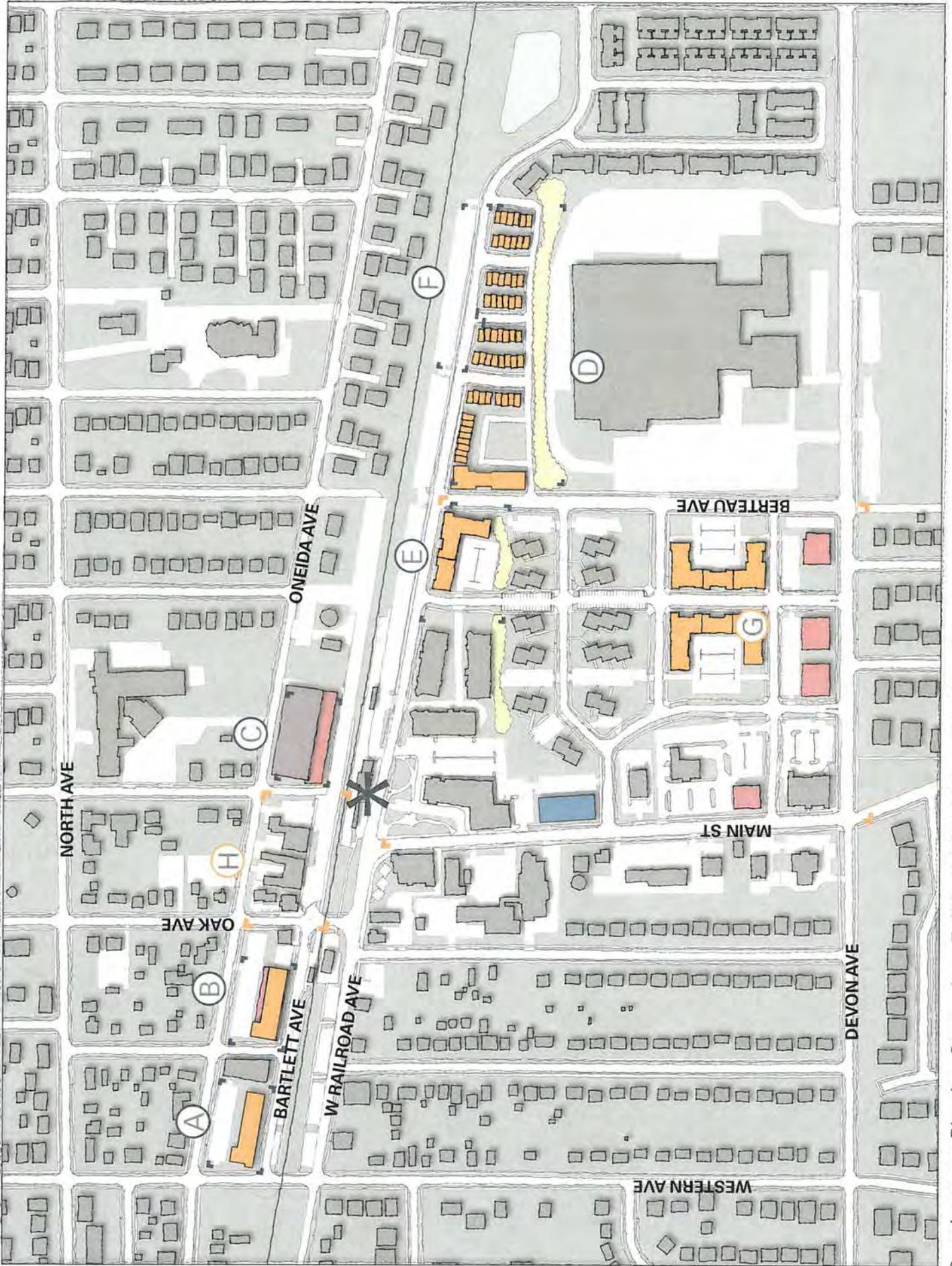
Site Location	Long Term - (7-10 Years)	Gross Square Footage	Estimated Units	Parking Spaces
H	Retail / Commercial/Office	14,500	-	15
G	Residential - Multifamily Rental Apartments	84,600	63	95

### Implementation Actions:

- G** **Downtown Super-Block:**

  - Begin identifying additional sites along Main Street for modernization and / or redevelopment.
  - Gradually infill retail along Main Street with smaller setbacks, and parking in the rear to reinforce the shopping street character.
  - Create additional street connections through the Super-Block, in coordination with new residential development on the former Bartlett Plaza site.
  
- H** **Bartlett Avenue Retail Core:**

Reinforce Bartlett Avenue as the core retail street by adding special paving and additional streetscape. These improvements will create an excellent environment for expanded Downtown events and activities.



Development Phasing Strategies : Full Build Out Vision (10+ Years)



## Development Phasing Strategies : Full Build Out Vision (10+ Years)

### Conceptual Phase Program:

Site Location	Full Build Out Vision	Gross Square Footage	Estimated Units	Parking Spaces
<b>H</b>	Retail / Commercial/Office	34,500	-	35
<b>G</b>	Residential - Multifamily Rental Apartments	92,100	69	104
<b>D</b>	Residential - Single Family Attached (Townhomes)	38,400	24	36
<b>D</b>	Residential - Multifamily Rental Apartments	42,000	32	47
<b>C</b>	Retail / Commercial	14,100	-	14
<b>From D to C</b>	Commuter Parking Relocated			(250)
<b>C</b>	Commuter Parking absorbed in new Parking Garage			(204)
<b>C</b>	Parking Garage Spaces (250 relocated spaces from D + 204 existing spaces on C = 420 spaces)	164,634		420

### Vision Overview

In the future, as Bartlett continues to fill Downtown vacancies and redevelop underutilized parcels with new housing and businesses, the consolidation of Metra commuter parking into a parking structure on Site C could be economically feasible. Structured parking on Site C would be located in close proximity to the station, and therefore would reduce travel time for commuters. However, concentrating the commuter traffic in one location may increase congestion and other traffic issues at peak periods. The creation of a Downtown parking garage would require a partnership with many investors and a financial commitment by the Village for maintenance and management of the facility.

**G** It is estimated that the cost to construct a surface parking lot is roughly \$5,000-10,000 per space while the construction of structured parking would cost roughly \$25,000-30,000 per space. As the Village considers alternatives for the future, a cost-benefit analysis of the parking structure option should be conducted to guide decision making.

### Implementation Actions:

#### **C** Surface Parking at Oneida and Eastern Avenues:

If the parking structure option is implemented, Metra parking on Site D could be combined with additional public parking on Site C. This would in turn allow for the full build out of the western portion of Site D to residential.

#### **G** Downtown Super-Block:

As the remaining Bartlett Plaza retail center continues to age, full replacement with residential uses at the center of the Super-Block as shown in this concept may be financially feasible. The future retail should be oriented along the Oak Avenue, Bartlett Avenue, and Main Street corridors.

#### **D** Vacant Parcel Along Railroad Avenue:

If Metra parking is relocated in the future, this site could be fully built out with residential development. The proposed concept shows multi-family housing along Berteau Avenue, and additional town-homes along Railroad Avenue.

## Implementation Check List

### TASK 1: ENCOURAGE WALKING, BIKING, AND TRANSIT USE IN BARTLETT

Suggested Actions:	Timeline			Notes
	Immediate Initiative	Ongoing Initiative		
<p>1.1 <b>Implement Downtown streetscape improvements</b> by working with the Public Works department and Village leadership. If needed, form a committee that is focused on Downtown streetscape improvements and sidewalk extensions.</p>	●			
<p>1.2 <b>Encourage growth of the recently formed Biking Task Force</b> to ensure that residents and employees of Bartlett are encouraged to participate in bike infrastructure decision-making.</p>	●			
<p>1.3 <b>Host fun and educational public health fairs</b> that encourage participants to get out and walk Downtown. Engage families and seniors with outdoor activities Downtown. Encourage people to walk to the event, have healthy food stalls, information from local healthcare providers, crafts, races, and other competitions.</p>		●		
<p>1.4 <b>Seek out pedestrian safety grants to help fund infrastructure improvements</b>, as well as other funding opportunities such as sponsorships for landscape, bike parking, and signage improvements.</p>		●		
<p>1.5 <b>Activate the Metra station depot</b> by improving the entry landscape, signage, lighting, and allowing temporary uses in the depot lobby.</p>	●			
<p>1.6 <b>Adopt a Complete Streets Policy</b> to ensure that new roadway infrastructure improvements accommodate all modes of access</p>	●			
<p>1.7 <b>Expand online presence for Downtown activities and businesses</b> by creating website or separate social media page just for Downtown</p>		●		
<p>1.6 <b>Encourage Completes Street training</b> for Village public works staff by attending regional training seminars</p>		●		

## Implementation Check List

## TASK 2: ATTRACT NEW USERS TO DOWNTOWN

Suggested Actions:	Timeline		
	Immediate Initiative	Ongoing Initiative	Notes
<p>2.1 <b>Establish a collaborative community activities committee</b> that meets regularly to discuss opportunities for sharing responsibilities, resources, and to brainstorm ideas for new future events</p>	●		
<p>2.2 <b>Encourage restaurants to actively participate in Downtown Bartlett</b> by setting up temporary kiosks during events, engaging with commuters, and providing promotions to new residents</p>	●		
<p>2.3 <b>Engage with existing local online social groups</b> by providing opportunities for physical meeting spaces Downtown and by appealing to their interests and needs</p>	●		
<p>2.4 <b>Identify spaces for temporary activities such as Pop-Up Shops</b> and other temporary uses for vacant storefronts, and retail spaces.</p>	●		
<p>2.5 <b>Form a diverse group committed to expanding the attendance, frequency, and offerings at Downtown Bartlett events.</b> Establish assistance for this group to ensure that event volunteers have the management support they need.</p>		●	
<p>2.6 <b>Embrace the ethnic diversity of Bartlett</b> by encouraging cultural celebrations and holiday events to be held in Downtown.</p>		●	
<p>2.7 <b>Build off of the recommendations of the Economic Development Committee (EDC)</b> to leverage existing events, better engage local families, offer a range of activities that appeal to many family types, and to engage local businesses with local events</p>	●		

## Implementation Check List

### TASK 3: SUPPORT EXISTING & ATTRACT NEW DOWNTOWN BUSINESSES

Suggested Actions:	Timeline			Notes
	Immediate Initiative	Ongoing Initiative		
<p>3.1 <b>Form a bond between Downtown businesses by forming a Downtown Merchants Association</b> that meets regularly. Encourage coordinated marketing, and business improvement efforts and better online resources.</p>	●			
<p>3.2 <b>Work with businesses to recommend cost-effective façade and business signage improvements</b> such as awnings, bold / graphic business signage, large clear-glass storefronts, window displays, and building lighting. Work with local design school to create signage and facade improvement concepts.</p>	●			
<p>3.3 <b>Provide educational resources for Downtown businesses</b> by partnering with location higher education institutions.</p>		●		
<p>3.4 <b>Reinforce Downtown Bartlett as a food and entertainment destination</b> by attracting unique local pubs, restaurants, and entertainment venues</p>	●			
<p>3.5 <b>Review ordinances and relevant permits for Downtown businesses</b> to ensure that commercial uses located in the Downtown district are encouraged to have creative signage, awnings, and outdoor seating. More lenient ordinances that apply specifically to the Downtown should be explored.</p>	●			

## Implementation Check List

### TASK 4: INCREASE DOWNTOWN RESIDENTIAL POPULATION

Suggested Actions:	Timeline			Notes
	Immediate Initiative	Ongoing Initiative		
<p>4.1 <b>Market key Downtown sites for residential development</b> by collecting relevant data and creating a Downtown Bartlett brochure to educate the development community about housing demand in Bartlett.</p>	●			
<p>4.2 <b>Streamline permit process</b> to better facilitate development and aim to provide clear information on fees and Village approval processes.</p>	●			
<p>4.3 <b>Create an educational public meeting series</b> to help the public understand the development opportunities, constraints, and current best practices in the region. Invite expert planners, and speakers to present what other communities are doing to promote their downtowns.</p>		●		
<p>4.4 <b>Research and further explore financial incentive options</b> such as land swaps, permitting deductions, public-private partnerships, or zoning bonuses.</p>	●			
<p>4.5 <b>Re-propose the establishment of a Downtown TIF</b> district with Village Leadership by using the recommendations of the TOD plan to define the goals and opportunities for future development. Revisit the cost-benefit analysis of providing a TIF for Downtown.</p>		●		
<p>4.6 <b>Proactively zone strategic Downtown development parcels as residential</b> to show a commitment to new residential development in Bartlett.</p>	●			
<p>4.7 <b>Compile data on recent developer interactions</b> to help inform leadership decisions, and to better quantify challenges and constraints for Downtown.</p>		●		



Consultant Contact:  
Christine Carlyle, AIA, AICP  
Principal & Director of Planning

SCB Chicago  
625 N. Michigan Ave  
Chicago, IL 60611  
T 312.896.1100  
[www.scb.com](http://www.scb.com)

© Solomon Cordwell Buenz



## Agenda Item Executive Summary

Item Name	Brewster Creek Business Park TIF District Refinancing	Committee or Board	Board
-----------	---	--------------------	-------

### BUDGET IMPACT

*Amount:* Issuance of Revenue Bonds in the TIF district of \$9.5 million and TIF Developer Notes of \$11.5 million *Budgeted* Amend BCBP TIF Budget

*List what fund* Brewster Creek TIF District Account 4810

### EXECUTIVE SUMMARY

The Brewster Creek Business Park has undergone a surge in activity over the last year and a half with the construction of several buildings, the filling of existing vacant space and plans to build three new buildings. This work has been the result of site development and mass grading of the existing vacant property to accommodate these buildings.

That has necessitated the need to provide funds for the remaining site development, grading and infrastructure work needed in the remainder of the DuPage portion and the Cook County portion of the business park. Without this Amendment to the TIF Budget and the additional bond financing the business park development will not be able to proceed with the installation of the remaining public improvements and the completion of the site development and earthwork for the remaining vacant land.

The Village Board approved Ordinance #2016-62 to notice the taxing Districts on the amended TIF Budget and Estimated project costs on August 16, 2016. The TIF Budget amendment notice was published in the Chicago Tribune, a newspaper of general circulation and the Taxing Districts were sent the TIF budget Amendment notice and ordinance.

### ATTACHMENTS (PLEASE LIST)

Staff memo, Ordinances approving the sale of \$9.5 million in TIF Revenue Bonds and issuing \$11.5 million in TIF Developer Notes for the Bartlett Quarry TIF Redevelopment Project, Supplemental Trust Indenture, TIF Consultant Feasibility Report, Memorandum of Understanding, TIF public notice and BCBP Map.

### ACTION REQUESTED

For Discussion Only:

- Ordinance
- Motion: To Approve Ordinance 2016-\_\_\_\_\_, An Ordinance providing for the issuance of not to exceed \$9,500,000 Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project), of the Village of Bartlett Cook, DuPage and Kane Counties, Illinois and providing for the execution of a trust indenture and a bond order in connection herewith.
- Motion: To Approve Ordinance 2016-\_\_\_\_\_, An Ordinance of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois providing for the issuance of a not to exceed \$11,500,000 Subordinate Lien tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof..

## COMMUNITY DEVELOPMENT MEMORANDUM

16-178

**DATE:** August 26, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** **Brewster Creek Business Park TIF Refinancing**

---

The Elmhurst Chicago Stone, Brewster Creek Business Park Tax Increment Finance (TIF) District was established and approved by three Ordinances: Ordinance #1999-67, An Ordinance approving the Bartlett Quarry Redevelopment Plan and Project, Ordinance #1999-68, An Ordinance designating the Bartlett Quarry Redevelopment Project Area and Ordinance #1999-69, An Ordinance Adopting Tax Increment Financing for the Bartlett Quarry Redevelopment Project Area. These three ordinances established the Tax Increment Financing District plan area and financing for the 670 acre industrial/business park. At that time the original estimated project costs were \$30 million broken out into several estimated redevelopment project costs including environmental, engineering, planning implementation and administrative fees, wetland mitigation, site preparation, construction of public improvements and construction of utilities and storm water detention. Tax Increment revenue bonds and Developer Notes were issued to finance the project and the increment has been used to pay back the bond principal and interest debt over the past 16 years. The TIF development in the original ordinance established a 23 year project timeframe to complete the project and retire all obligations incurred to finance the redevelopment project costs as defined in the plan on June 1, 2022.

The park has been very successful with 36 buildings constructed and over 76 businesses employing over 2,000 people. Currently there is one building under construction and two more going through the site plan approval process. When all of these projects are approved and constructed there will be about 145 acres of land left to develop in the Cook County portion of the Business Park and about 95 acres in the DuPage County portion of the Business Park.

The Developer, Elmhurst Chicago Stone, is requesting that the Village consider an increase to the **TIF Budget** in order to allow for additional investment into the Brewster Creek Tax Increment District. Specifically, its plan calls for:

1. Not extending the life of the current TIF District,
2. Increasing the TIF Budget as allowed in the TIF Statute.
3. Issuing Additional Bonds at a lower rate in order to retire the current Developer Tax Increment Revenue Note which has a 9.00% coupon (interest rate).
4. Issuing a new Developer Tax Increment Revenue Note to pay for additional improvements and restricting the new interest rate to 7.00%.

1. Not extending the life of the current TIF District

The original timeframe for the Brewster Creek Tax Increment Finance District was from 1999 to 2022. The increase in the TIF budget will not increase the life span of the TIF District but will allow for the expansion of the developed land and increase the overall assessed value of the Industrial Park.

2. Increasing the TIF Budget

The original TIF Budget was adopted in 1999 and called for investment of approximately \$30,000,000. Given the lapse of time, certain budget items cost more today than when the original Budget was put together. The TIF statute accommodates events such as this and allows the Budget to be increased by the cost of inflation plus an additional 5%. Based on the Consumer Price Index the Budget could be legally increased up to approximately \$45,000,000; however, Elmhurst Chicago Stone is proposing an increase up to \$44,000,000. Updating the TIF Budget requires Village Board approval and notice to the taxing bodies.

3. Issuing Additional Bonds

The Village issued its \$26 million tax increment revenue bonds in 2007 of which \$16.615 million remain outstanding. The Series 2007 Bonds allowed for the issuance of additional parity bonds provided that the debt service coverage of the Series 2007 Bonds and any additional bonds equaled or exceeded 1.50X.

Based on projected incremental tax revenues the Village can issue up to approximately \$9.5 million of additional bonds, the proceeds of which will be used to retire the high coupon interest rate (9.00%) Developer Tax Increment Revenue Note. Reducing the interest rate from 9.00% down to the 4.25% range will significantly reduce the amount of tax increment going to pay debt service. These bonds like the Series 2007 Bonds will be revenue bonds and are non-recourse to the Village.

4. Issuing a New Developer Tax Increment Revenue Note

The savings resulting from the refinancing of the old Developer Tax Increment Revenue Note plus the incremental revenues not required to service the Bonds can be pledged to a new Developer Tax Increment Revenue Note. The new Developer Tax Increment Revenue Note would be structured like the existing Note. That means the Developer fronts funds for the cost of the improvements and gets reimbursed over time from the available incremental revenues. Based on an updated budget the Developer would be providing up to \$11,500,000 of additional improvements. The Developer assumes all risk of repayment. If insufficient incremental revenues are generated through the life of the TIF to repay the Developer Tax Increment Revenue Note, the Village has no further obligation. The Village would continue to receive 12.5% of the incremental taxes.

This additional money is needed to finish the site development of the remaining acreage in both the Cook County and DuPage County area of the Business Park, install any additional roads and utilities and complete the existing roads and parkways throughout the park. If Elmhurst Chicago Stone's requests are not granted, there will be no further improvements within the Brewster Creek Business Park. The requested increase in the TIF Budget, and the issuance of the additional bonds and the issuance of a new Developer Tax Increment Revenue Note will enable the Developer to continue to develop the 95 acres in DuPage County and the 145 acres in Cook County.

**REQUESTED ACTION:**

Staff recommends approval of the two Ordinances as stated below;

- 1) To Approve Ordinance 2016-\_\_\_\_\_, An Ordinance providing for the issuance of not to exceed \$9,500,000 Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project), of the Village of Bartlett Cook, DuPage and Kane Counties, Illinois and providing for the execution of a trust indenture and a bond order in connection herewith.
- 2) To Approve Ordinance 2016-\_\_\_\_\_, An Ordinance of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois providing for the issuance of a not to exceed \$11.500,000 Subordinate Lien tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof.

The Bond purchase increases the Brewster Creek Tax Increment Financing budget to \$44,000,000.00.

# BREWSTER C

Total Available Acre

Total Building Sq. F



**ORDINANCE NUMBER \_\_\_\_\_**

AN ORDINANCE providing for the issuance of not to exceed \$9,500,000 Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project), of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and providing for the execution of a trust indenture and a bond order in connection therewith.

WHEREAS, by proceedings spread in full upon the records of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "*TIF Act*") by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as further supplemented and, where necessary, superseded, by Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "*Act*"), the President and Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore proceeded, and do hereby determine, as follows:

A. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-67, approving a redevelopment plan (the "*Redevelopment Plan*") and redevelopment project (the "*Redevelopment Project*") under the TIF Act with respect to the redevelopment project area described in Exhibit A to said ordinance, being known as the Bartlett Quarry Redevelopment Project Area (the "*Redevelopment Project Area*").

B. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-68, designating the Redevelopment Project Area a redevelopment project area under the TIF Act.

C. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-69, adopting the tax increment financing provisions of the TIF Act and creating the "Bartlett Quarry Redevelopment Project Area Special Tax Allocation Fund" (the "*Special Tax Allocation Fund*") in connection therewith.

D. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 86-24, to utilize sales tax increment in connection with the redevelopment plan and project and providing for such increment to be deposited into the Special Tax Allocation Fund.

E. On December 21, 1999, the Corporate Authorities adopted Ordinance Number 99-143, authorizing the execution of that certain Redevelopment and Financing Agreement by and between the Village and Elmhurst-Chicago Stone Company (the

*"Redevelopment Agreement"*), pursuant to the home rule powers of the Village and as authorized by the TIF Act.

F. On the 18th day of August, 2000, the Corporate Authorities adopted an ordinance providing for the issuance of not to exceed \$18,000,000 Taxable Junior Lien Tax Increment Revenue Variable Rate Demand Bonds, Series 2000 (Bartlett Quarry Redevelopment Project) (the *"2000 Prior Bonds"*), of the Village and authorized the execution of an Indenture of Trust dated as of August 1, 2000, by and between the Village and LaSalle Bank National Association, as trustee (as supplemented by that certain First Supplemental Indenture of Trust, dated as of October 1, 2003, that certain Second Supplemental Indenture of Trust, dated as of December 1, 2004, and that certain Third Supplemental Indenture of Trust, dated as of May 1, 2006, the *"Original Indenture"*), and establishing a separate and segregated account within the general corporate funds of the Village known as the *"Limited Incremental Sales Tax Fund"* (the *"Limited Incremental Sales Tax Fund"*).

G. On the 16th day of November, 2004, the Corporate Authorities adopted Ordinance Number 2004-165, providing for the issuance of a \$5,000,000 Subordinate Lien Tax Increment Revenue Note, Series 2004 (Bartlett Quarry Redevelopment Project) (the *"2004 Prior Note"*). On the 18th day of April, 2006, the Corporate Authorities passed Ordinance Number 2006-40, providing for the issuance of a not to exceed \$2,000,000 Subordinate Lien Tax Increment Revenue Note, Series 2006 (Bartlett Quarry Redevelopment Project) (the *"2006 Prior Note"*).

H. On the 17<sup>th</sup> day of July, 2007, the Corporate Authorities adopted Ordinance Number 2007-70, providing for the issuance of not to exceed \$21,780,000 Senior Lien Tax Increment Revenue Bonds, Series 2007 (Bartlett Quarry Redevelopment Project) (the *"2007 Senior Lien Bonds"*) pursuant to which the Village refunded the 2000 Prior Bonds and the 2004 Note, and with respect to the 2007 Senior Lien Bonds, the Corporate Authorities further adopted an Amended and Restated Indenture of Trust dated as of the 1st day of August, 2007 (the *"Amended Indenture"*). On the 30<sup>th</sup> day of November, 2007, the Corporate Authorities adopted Ordinance Number 2007-111, providing for the issuance of a \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2007 (Bartlett Quarry Redevelopment Project Area) (the *"2007 Prior Note,"* and together with the 2007 Senior Lien Bonds, the *"Prior Obligations"*).

I. Pursuant to the Amended Indenture, the Village issued the Prior Obligations to pay or to reimburse certain Redevelopment Project costs related to the Redevelopment Project Area and to refund the 2000 Prior Bonds and 2004 Note as described in paragraph H above.. The Village has also retired the 2006 Prior Note. The Prior Obligations are the only obligations of the Village now outstanding which are secured, in whole or in part, by any moneys on deposit in the Special Tax Allocation Fund or the Limited Incremental Sales Tax Fund and held under the Original Indenture.

J. The original TIF budget was adopted in 1999 and called for investment of approximately \$30,000,000, an amount that now is insufficient to pay for costs that have increased over time with inflation. Under the TIF Act, the Village may increase the budget by the cost of inflation plus an additional 5%. Based on the Consumer Price Index, the budget may be increased up to \$44,000,000, provided the Village gives notice to the appropriate taxing bodies.

K. The Village has heretofore determined that it is advisable and necessary and in the best interests of the Village that a portion of the Prior Obligations be defeased or refunded prior to maturity, namely, the 2007 Prior Note (the "*Refunding*"), all in order to afford better cash management for the Village, to achieve certain debt service savings and to relieve certain covenants as contained in the Original Indenture and to pay or reimburse certain additional redevelopment project costs permitted by the Redevelopment Plan (the "*Project*").

L. All of the costs of the redevelopment project financed with the proceeds of the Prior Obligations constitute eligible "redevelopment project costs" under the TIF Act and have been approved in the Redevelopment Plan.

M. The Village has insufficient cash on hand and lawfully available to pay the costs of the Refunding and the Project and does hereby determine that it is necessary and advisable at this time to borrow money, and in evidence thereof issue a series of tax increment allocation revenue bonds of the Village in the amount of not to exceed \$9,500,000 to pay the costs of the Refunding and issue \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project), to pay the costs of the Project authorized pursuant to Ordinance Number 2016 - \_\_\_ adopted by the Corporate Authorities on the 6th day of September, 2016.

N. It is necessary and advisable that the Village authorize the execution of a First Supplemental Indenture of Trust to the Amended and Restated Indenture of Trust (the "*Indenture*") dated as of September 1, 2016, by and between the Village and Wells Fargo Bank, N.A., as trustee (the "*Trustee*"), in order to provide for the security of said bonds.

O. The Bonds (as defined below) constitute Additional Bonds for purposes of the 2007 Ordinance and the Amended Indenture and all requirements of those documents with respect to issuing additional bonds have been met.

WHEREAS, the Corporate Authorities hereby determine that it is advisable to provide for the issuance of the Bonds secured by the hereinafter defined "*Pledged Taxes*;" and

WHEREAS, the Bonds will constitute a Series of Senior Lien Bonds and this Ordinance will constitute a Senior Lien Bond Ordinance under the Indenture:

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

*Section 1. Incorporation of Preambles.* The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

*Section 2. Definitions.* The following words and terms used in this Ordinance shall have the following meanings unless the context or use clearly indicates another or different meaning is intended. Words and terms used in this Ordinance but not defined herein shall have the meanings set forth in the Indenture.

A. The following words and terms are as defined in the preambles hereto.

Act  
Amended Indenture  
Confirmation  
Corporate Authorities  
Indenture  
Master Swap Agreement  
Original Indenture  
2000 Prior Bonds  
2004 Prior Note  
2006 Prior Note  
2007 Prior Note  
Prior Obligations  
Redevelopment Plan  
Redevelopment Project  
Redevelopment Project Area  
Refunding

Second Confirmation  
Special Tax Allocation Fund  
TIF Act  
Trustee  
Village

B. The following words and terms are defined as set forth.

*"Additional Bonds"* means any bonds issued in the future on a parity with and sharing ratably and equally in the Pledged Taxes with the Bonds.

*"Authorized Denominations"* means \$100,000 with increments of \$5,000 in excess of \$100,000.

*"Bond"* or *"Bonds"* or *"Series 2016 Senior Lien Bond"* or *"Series 2016 Senior Lien Bonds"* means one or more, as applicable, of the not to exceed \$9,500,000 Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project), authorized to be issued by this Ordinance.

*"Bond Counsel"* means Ice Miller LLP, Chicago, Illinois or another firm of attorneys of national reputation experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds and reasonably acceptable to the Village.

*"Bond Fund"* means the Senior Lien Bond and Interest Account of the Public Redevelopment Projects Account of the Special Tax Allocation Fund established under the Indenture.

*"Bond Order"* means the written bond order and notification of sale signed by any Designated Officer and setting forth certain details of the Bonds as hereinafter provided.

*"Bond Register"* means the books of the Village kept by the Trustee, as Bond Registrar, to evidence the registration and transfer of the Bonds.

*"Bond Registrar"* means the Trustee, acting as Bond Registrar under this Ordinance and the Indenture, or a successor thereto.

"Code" means the Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder.

"Continuing Disclosure Agreement" means the Village's Continuing Disclosure Undertaking under Rule 15c2-12 related to the Bonds.

"Designated Officers" means the President, Clerk, or Finance Director of the Village, or any two of them acting together, and successors or assigns.

"Fiscal Year" means the 12-calendar month period chosen by the Village as its fiscal year.

"Incremental Property Taxes" means the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Redevelopment Project Area, by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the total Initial Equalized Assessed Value of each such piece of property, all as determined by the County Clerks, all as provided in the TIF Act.

"Incremental Sales Taxes" means the increase, if any, in distributions by the State from the Local Government Distributive Fund to the Village of Sales Taxes levied in the Redevelopment Project Area over and above the amount, if any, of such distributions in calendar year 2000, or successor taxes thereto.

"Independent" when used with respect to any specified person means such person who is in fact independent and is not connected with the Village as an officer, employee, consultant, financial advisor, underwriter or person performing a similar function. Whenever it is herein provided that the opinion or report of any Independent person shall be furnished, such person

shall be appointed by the Village, and such opinion or report shall state that the signer has read this definition and that the signer is Independent within the meaning thereof.

*"Interest Payment Date"* means January 1 and July 1, commencing January 1, 2017.

*"Limited Incremental Property Taxes"* means eighty-seven and one-half percent (87.50%) of each distribution of Incremental Property Taxes.

*"Limited Incremental Sales Tax Fund"* means the account so named and created in Section 4.07 of the Original Indenture.

*"Limited Incremental Sales Taxes"* means fifty percent (50%) of the Incremental Sales Taxes.

*"Limited Offering Memorandum"* means the Limited Offering Memorandum of the Village dated the date of initial issuance of the Bonds offering the Bonds for sale.

*"Maximum Annual Debt Service"* means at any given time of determination an amount equal to the maximum Principal Requirement and Interest Requirement on the Bonds and any Additional Bonds then outstanding in the then current or in any succeeding Bond Year by reason of Stated Maturities, scheduled mandatory prepayments or by operation of any mandatory sinking fund.

*"Municipal Portion"* means, collectively, that portion of the Incremental Property Taxes and that portion of the Incremental Sales Taxes not pledged under this Indenture to the payment of principal of and applicable premium and interest on the Bonds, *to-wit*: twelve and one-half percent (12.50%) of each distribution of Incremental Property Taxes and fifty percent (50%) of each distribution of Incremental Sales Taxes.

*"Ordinance"* means this Ordinance, numbered 2016-\_\_ and passed by the Corporate Authorities on the 6th day of September, 2016.

*"Permitted Investments"* means any investment lawful under Illinois law for the investment of Village funds, to be prudently made, and scheduled to mature prior to the time when needed.

*"Pledged Taxes"* means, collectively, the Limited Incremental Property Taxes and the Limited Incremental Sales Taxes.

*"Purchase Contract"* means the Bond Purchase Contract to be executed by the Village and the Underwriter for the purchase of the Bonds.

*"Record Date"* means the fifteenth day of the month preceding any regularly scheduled Interest Payment Date and the fifteenth day prior to any Interest Payment Date caused by a redemption of Bonds on other than a regularly scheduled Interest Payment Date.

*"Sales Taxes"* means generally applicable sales taxes collected by the State and levied pursuant to the Use Tax Act, as amended, the Service use Tax Act, as amended, the Service Occupation Tax Act, as amended, and the Retailers' Occupation Tax Act, as amended, or successor taxes or charges imposed by the State in lieu thereof or in addition thereto.

*"Series 2016 Senior Lien Debt Service Reserve Requirement"* means that amount, if any, set forth in the Bond Order.

*"Term Bonds"* means Bonds subject to mandatory redemption by operation of the Bond Fund.

*"Underwriter"* means William Blair & Company, L.L.C., Chicago, Illinois.

*Section 3. Determination to Issue Bonds.* It is necessary and in the best interests of the Village to borrow money and issue its Bonds to pay a portion of the costs of the Refunding as enumerated in the preambles hereto, and all related costs and expenses incidental thereto, including, if necessary, an initial deposit to the Senior Lien Debt Service Reserve Account. It is hereby expressly found and determined that such borrowing is authorized pursuant to the Act, is

a proper public purpose for the Village, and is further authorized pursuant to the home rule authority of the Village.

*Section 4. Bond Details; the Depository.* For the purposes specified in Section 3 there shall be issued and sold the Bonds in the principal amount of not to exceed \$9,500,000. The Bonds shall each be designated “Senior Lien Tax Increment Revenue Bond, Series 2016 (Bartlett Quarry Redevelopment Project)” (or such other title or Series designation as the Designated Officers shall deem advisable as set forth in the Bond Order); be dated such date not earlier than September 6, 2016, or later than October 15, 2016, as shall be provided in the Bond Order (the “Dated Date”); and shall also bear the date of authentication thereof. The Bonds shall be “Senior Lien Bonds” as provided in the Indenture, shall be in fully registered form, shall be in Authorized Denominations, shall be numbered consecutively in such fashion as shall be determined by the Trustee, and shall, subject to rights of prior redemption as hereinafter provided, mature serially or as Term Bonds on January 1 of any the years from 2017 up to and including the year 2024 and in the amounts and bearing interest at the rates percent per annum as shall be set forth in the Bond Order, *provided, however,* that no Bond shall bear interest at a rate percent per annum which is in excess of six percent (6.00%).

Each Bond shall bear interest from the later of its Dated Date as provided herein or from the most recent Interest Payment Date to which interest has been paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 (or such other dates as may be provided in the Bond Order) of each year, commencing on January 1, 2017, or such later or other date as shall be provided in the Bond Order, and until the principal amount thereof is paid or duly provided for. Interest on each Bond shall be paid by check or draft of the Trustee, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close

of business on the Record Date, and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or in immediately available funds as may be agreed to by the Village and the Depository so long as the Bonds are held in Book-Entry only form as hereinafter provided. The principal of or redemption price due on the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Trustee in the City of Chicago, Illinois, or at a successor Trustee and locality.

As provided in the Indenture the Village hereby expressly determines that the Bonds shall be Book-Entry Bonds and shall be registered so as to participate in a securities depository system with the Depository.

*Section 5. Redemption. (a) Mandatory Sinking Fund Redemption.* If so provided in the Bond Order, the Bonds may be issued as one or more Term Bonds. Term Bonds shall be subject to mandatory redemption by operation of the Bond Fund at a redemption price of par plus accrued interest to the date fixed for redemption, without premium, selected by lot by the Trustee as hereinafter provided, on January 1 of each of the years and in the principal amounts as shall be provided in the Bond Order.

If the Village redeems pursuant to optional redemption as provided below or purchases Term Bonds of any maturity and cancels the same from funds in the Bond Fund as hereinafter described, then an amount equal to the principal amount of the Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the Village shall determine. If the Village redeems pursuant to optional redemption or purchases Term Bonds of any maturity and cancels

the same from moneys other than in the Bond Fund, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the Village shall determine.

(b) *Optional Redemption.* If so provided in the Bond Order, the Bonds may also be subject to redemption prior to maturity, at the option of the Village, in whole or in part, from any available funds, on the dates and at the prices and as otherwise provided in the Bond Order, *provided, however,* that no Bond shall bear a redemption price (expressed as a percentage of principal amount redeemed) in excess of 102% plus accrued interest to the date fixed for redemption.

*Section 6. Redemption Procedure.* The Bonds subject to redemption shall be identified and paid and redeemed and notice given pursuant to the procedures as follows:

*A. Notice to Trustee.* For a mandatory redemption, the Trustee, unless otherwise notified by the Village, shall proceed on behalf of the Village as its agent to provide for the mandatory redemption of such Term Bonds without any further order or direction hereunder or otherwise. For an optional redemption, the Village shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Trustee), notify the Trustee of such redemption date and of the maturities and principal amounts of Bonds to be redeemed and, if applicable, for a partial redemption of Term Bonds, the effect thereof on the mandatory redemption schedule of such Term Bonds.

*B. Selection of Bonds within a Maturity.* For purposes of any redemption of less than all of the Bonds, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 45 days prior to the redemption date by such method of

lottery as the Trustee shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any Bond or portion of a Bond shall be as likely to be called for redemption as any other such Bond or portion, provided that Bond shall be redeemed in a portion which results in a Bond of less than an Authorized Denomination. The Trustee shall make such selection upon the earlier of the irrevocable receipt of funds sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

C. *Official Notice of Redemption.* The Trustee shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Trustee on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Trustee.

All official notices of redemption shall include at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the Outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
- (4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office maintained for the purpose by the Trustee.

Such additional notice as shall be required in the Representation Letter shall be given for so long as any Bonds are held in Book Entry Form as provided.

*D. Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

*E. Bonds Shall Become Due.* Subject to the stated condition in paragraph D immediately preceding, official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption accordance with said notice, said Bonds shall be paid by the Trustee at the redemption price. The procedure for payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

*F. Insufficiency in Notice Not Affecting Other Bonds.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner

of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. In lieu of the foregoing official notice, so long as the Bonds are held in Book Entry Form, notice may be given as provided in the Representation Letter, and the giving of such notice shall constitute a waiver by the Depository and the Book Entry Owner, as registered owner, of the foregoing notice.

*G. New Bond in Amount Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

*H. Effect of Nonpayment upon Redemption.* If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal and premium (if any) shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

*I. Bonds to be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by

issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

*J. Additional Notice.* The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village, (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

*Section 7. Execution; Authentication; Indenture.* A. EXECUTION. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and be attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

B. AUTHENTICATION. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Trustee as authenticating

agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance or the Indenture unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

C. INDENTURE. For the benefit of the registered owners of the Bonds and to the better securing of same the Village agrees to execute the Indenture.

The Indenture shall be executed on behalf of the Village by the Designated Officers and shall be in substantially the form before this meeting, subject, however, to such modifications as may be deemed necessary or advisable by the Designated Officers executing the Indenture, their signatures on the Indenture constituting their approval of any such modifications and to be deemed conclusive and binding approval hereunder as to the Village and the Corporate Authorities.

*Section 8. Registration of Bonds; Identity of Owners.* The Village hereby directs the Bond Register to be kept at the principal office maintained for the purpose by the Trustee in the City of Chicago, Illinois, which is hereby constituted and appointed the Bond Registrar of the Village for the Bonds. The Bonds shall be registered and exchanged as provided in the Indenture.

*Section 9. Form of the Bonds.* The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend "See Reverse Side for Additional

Provisions” shall be omitted and paragraphs [7] through [12] shall be inserted immediately after paragraph [1].

[Form of Bond — Front Side]

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTIES OF COOK, DUPAGE AND KANE  
VILLAGE OF BARTLETT  
SENIOR LIEN TAX INCREMENT REVENUE BOND,  
SERIES 2016 (BARTLETT QUARRY REDEVELOPMENT PROJECT)

See Reverse Side for  
Additional Provisions

Interest Rate:                      Maturity Date: January 1, \_\_\_\_\_                      Dated Date: \_\_\_\_\_, 2016                      CUSIP \_\_\_\_\_

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to right of prior redemption as hereinafter provided), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_, and until said Principal Amount is paid or duly provided for. The principal of this Bond or redemption price, if any, hereon are payable in lawful money of the United States of America upon presentation hereof at the office maintained for the purpose by Wells Fargo Bank, N.A., Chicago, Illinois (the "Trustee"), as trustee under a First Supplemental Indenture of Trust

to the Amended and Restated Indenture of Trust, dated as of September 1, 2016, by and between the Village and the Trustee (the "*Indenture*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Trustee, as bond registrar, at the close of business on the Record Date and shall be paid by check or draft of the Trustee, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Trustee, or as otherwise agreed to by the Village and the Depository, for as long as this Bond shall be held in book-entry only form as provided for same.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] This bond and each bond of the Series of which it forms a part (together, the "*Bonds*"), are issued pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended, and as further supplemented and, where necessary, superseded, by Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "*Act*"), and the principal of and interest, and premium, if any, on the Bonds are payable solely and only from (i) a portion (said portion being the "*Limited Incremental Property Taxes*") of the ad valorem taxes, if any, arising from taxes levied by any and all taxing districts or municipal corporations having the power to tax real property in the Bartlett Quarry Redevelopment Project Area of the Village (the "*Redevelopment Project Area*"), upon taxable real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real

property in the Redevelopment Project Area over and above the total initial equalized assessed value of each such piece of property, all as determined by the County Clerks of the Counties of Cook and of DuPage, Illinois, and on deposit in the Senior Lien Bond and Interest Subaccount of the Public Redevelopment Projects Account of the Bartlett Quarry Redevelopment Project Area Special Tax Allocation Fund (the "*Special Tax Allocation Fund*") created under the Indenture (ii) certain incremental sales taxes, if any, derived from the Redevelopment Project Area, or any successor taxes thereto (the "*Limited Incremental Sales Taxes*" and, together with the Limited Incremental Property Taxes, the "*Pledged Taxes*") and (iii) the amounts on deposit in and pledged to the various funds and accounts of the Public Redevelopment Projects Account of the Special Tax Allocation Fund, all as provided in the 2016 Senior Lien Bond Ordinance and the Indenture. Additional Senior Lien Bonds may be issued upon the terms and as provided in the hereinafter defined Series 2016 Senior Lien Bond Ordinance and the Indenture. The Bonds are being issued for the purpose of paying the costs of refunding (the "*Refunding*") all or a portion of certain obligations heretofore issued by the Village to pay or reimburse certain Redevelopment Project costs incurred in and for the Redevelopment Project Area pursuant to the Act, all as more fully described in proceedings adopted by the President and Board of Trustees of the Village (the "*Corporate Authorities*") and in an ordinance authorizing the issuance of the Bonds adopted by the Corporate Authorities on the 6th day of September, 2016, and authorizing the issuance of the Bonds (as supplemented by a 2016 Bond Order and Notification of Sale, the "*Series 2016 Senior Lien Bond Ordinance*"), to all the provisions of which the holder by the acceptance of this Bond assents. The Bonds, together with the interest and premium, if any, thereon, are limited obligations of the Village, payable solely from the Pledged Taxes and the amounts on deposit in and pledged to the various funds and accounts of the Public Redevelopment Projects Account of the Special Tax Allocation Fund and the Limited

Incremental Sales Tax Fund, all in the priority of lien and as otherwise provided in the Indenture. For the prompt payment of this Bond, both principal and interest, as aforesaid, at maturity, the Pledged Taxes are hereby irrevocably pledged. THE BONDS ARE LIMITED OBLIGATIONS OF THE VILLAGE PAYABLE SOLELY AND ONLY FROM THE PLEDGED TAXES ON DEPOSIT IN THE ACCOUNTS AND IN THE PRIORITIES AND AS SET OUT IN THE INDENTURE. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST OR PREMIUM, IF ANY, HEREON.

[4] Under the Act, the Indenture, and the Series 2016 Senior Lien Bond Ordinance, the Limited Incremental Property Taxes shall be deposited in the Public Redevelopment Projects Account of the Special Tax Allocation Fund of the Village. Moneys on deposit in the Public Redevelopment Projects Account of the Special Tax Allocation Fund shall be used first, to pay Program Expenses, next, to pay principal of and interest on outstanding Senior Lien Bonds, and thereafter to fund the accounts of the Public Redevelopment Projects Account of the Special Tax Allocation Fund in the priorities and as further provided in the Indenture.

[5] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee.

[6] IN WITNESS WHEREOF the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized

facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all in the exercise of its home rule powers and as appearing hereon and as of the Dated Date identified above.

President  
Village of Bartlett, Cook, DuPage and  
Kane Counties, Illinois

Attest:

\_\_\_\_\_  
Village Clerk, Village of Bartlett  
Cook, DuPage and Kane Counties, Illinois

(SEAL)

Date of Authentication: \_\_\_\_\_

CERTIFICATE

OF  
AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Series 2016 Ordinance and is one of the Senior Lien Tax Increment Revenue Bonds, Series 2016, having a Dated Date of September 6, 2016, of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois.

Trustee, Bond Registrar and Paying  
Agent:  
WELLS FARGO BANK, N.A.  
Chicago, Illinois

WELLS FARGO BANK, N.A.,  
as Trustee, Bond Registrar and Paying Agent

By \_\_\_\_\_  
Authorized Officer

[Form of Bond — Reverse Side]

VILLAGE OF BARTLETT  
COOK, DUPAGE AND KANE COUNTIES, ILLINOIS  
SENIOR LIEN TAX INCREMENT REVENUE BOND  
SERIES 2016 (BARTLETT QUARRY REDEVELOPMENT PROJECT)

[7] This Bond is one of a series of bonds (the "*Bonds*") in the aggregate principal amount of \$ \_\_\_\_\_ issued by the Village for the purpose of paying costs of the Refunding and paying or reimbursing certain redevelopment project costs, and of paying expenses incidental thereto, all as described and defined in the Series 2016 Senior Lien Bond Ordinance, pursuant to and in all respects in compliance with the applicable provisions of the Constitution and laws of the State of Illinois, including the Act, as amended, the Indenture, and with the Series 2016 Senior Lien Bond Ordinance, which has been duly passed by the President and Board of Trustees, approved by the President of the Village, and published, in all respects as by law required.

[8] The Bonds are issued in fully registered form in the denominations of \$100,000 and increments of \$5,000 over and above \$100,000. This Bond may be exchanged upon presentation and surrender for cancellation hereof at the office maintained for the purpose by the Trustee in Chicago, Illinois, or at successor Trustee and locality, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, for a like aggregate principal amount of Bonds of the same maturity.

[9] This Bond may be transferred only on the Bond Register maintained by the Trustee but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender for transfer to the Trustee at its principal office maintained for the purpose in Chicago, Illinois, or at successor Trustee and locality, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or the registered owner's attorney duly authorized in writing. Upon such transfer the Trustee will authenticate a

new Bond or Bonds of the same maturity in an equal total principal amount and registered in the name of the transferee.

[10] The Bonds coming due on January 1, 20\_\_, are Term Bonds and are subject to mandatory redemption by operation of the Senior Lien Bond and Interest Account of the Public Redevelopment Projects Account of the Special Tax Allocation Fund at a redemption price of par plus accrued interest to the date fixed for redemption without premium, selected by lot by the Trustee as provided in the Series 2016 Senior Lien Bond Ordinance, on January 1 of each of the years and in the principal amounts as follows:

YEAR	AMOUNT (\$)
------	-------------

[11] The Bonds coming due on January 1, 20\_\_, and thereafter, are subject to redemption prior to maturity, at the option of the Village, in whole or in part, from any available funds, on January 1, 20\_\_, or on any date thereafter, and if in part, in any order of maturity and within any maturity by lot in integral multiples of \$100,000 and in increments of \$5,000 over and above \$100,000, selected by lot by the Trustee, at the redemption prices (expressed as a percentage of principal amount) and on the dates set forth below, plus accrued interest to the redemption date:

REDEMPTION DATES (INCLUSIVE)	PRICE (%)
------------------------------	-----------

[12] Unless waived by the Registered Owner of Bonds to be redeemed, official notice of any such optional redemption shall be given by the Trustee on behalf of the Village by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the registration books maintained by the Trustee or at such other address as is furnished in writing by such registered owner to the Trustee. Neither the failure to mail such

redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a Registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds or portions being redeemed shall be paid by the Trustee at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 10. Sale of Bonds; Execution of Bond Order, Purchase Contract, Limited Offering Memorandum and Closing Documents.* The Designated Officers are hereby authorized to proceed, without any further authorization or direction whatsoever from the Corporate Authorities, to sell and deliver the Bonds upon the terms as prescribed in this Section.

The Bonds shall be sold and delivered to the Underwriter at the price of not less than ninety-eight and one-half percent (98.5%) of the par value (plus original issue premium or net of original issue discount, if any) of the principal amount thereof, plus accrued interest, if any, to the date of delivery. Such sale shall be made upon the determination of the Designated Officers that (i) the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets and (ii) the proposed sale will accomplish the Refunding.

Nothing in this Section shall require the Designated Officers to sell the Bonds if in their judgment the conditions in the bond markets shall have markedly deteriorated from the time of adoption thereof, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance, the Indenture and the conditions of this Section shall have been met.

Upon the sale of the Bonds, the Designated Officers and any other officers of the Village as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Order, Preliminary Limited Offering Memorandum, Limited Offering Memorandum, Purchase Contract, and closing documents, including but not limited to a Tax Agreement and such certifications and agreements as are necessary to assure the Tax Exempt status of the Bonds

and such undertakings as are necessary to comply with the securities laws of the United States of America.

The Purchase Contract shall be executed on behalf of the Village by the Designated Officers. The Purchase Contract shall be in substantially the form before this meeting, subject, however, to such modifications as may be necessary or advisable by the Designated Officer executing the Purchase Contract, his or her signature on the Purchase Contract constituting his or her approval of any such modifications and to be deemed conclusive and binding approval hereunder as to the Village and the Corporate Authorities. It is hereby found and determined that no person holding any office of the Village either by election or appointment, is in any manner financially interested, either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use of the Limited Offering Memorandum (including the Preliminary Limited Offering Memorandum and any amendments to the Limited Offering Memorandum), this Ordinance, all ordinances described in the first paragraph of this Ordinance, the Escrow Agreement and the Indenture in connection with the sale of the Bonds are hereby authorized, ratified and approved, and the Designated Officers are hereby authorized to execute and deliver the Limited Offering Memorandum to the Underwriter on behalf of the Village. The form of Limited Offering Memorandum before this meeting is hereby approved, subject, however, to such modifications as may be deemed necessary or advisable by the Designated Officer executing the Limited Offering Memorandum, his or her execution thereof constituting his or her approval of any such modifications and to be deemed conclusive and binding approval hereunder as to the Village and the Corporate Authorities.

Upon the sale of the Bonds, the Designated Officers shall prepare a Bond Order, which shall include the pertinent details of sale as provided herein and in the Indenture, including,

specifically, the amount which is equal to the Senior Lien Debt Service Reserve Requirement, and such shall be entered into the records of the Village and made available to all Corporate Authorities members at the next public meeting thereof, but such action shall be for information purposes only, it being the express intent of the Corporate Authorities that the Designated Officer shall be fully authorized to sell, execute and deliver the Bonds as herein provided without further official action of the Corporate Authorities.

*Section 11. Creation and Maintenance of Funds; Appropriations; Investments.* The proceeds derived from the sale of the Bonds shall be used as follows:

A. Accrued interest, if any, capitalized interest, if any, and any premium received from the sale of the Bonds shall be credited to the Bond Fund and be applied to pay first interest due on the Bonds.

B. The amount of the proceeds of the Bonds, together with an amount of cash on hand and lawfully available therefor, as shall be provided in the Bond Order shall be deposited to the Senior Lien Debt Service Reserve Account and held as provided in the Indenture.

C. The amount of the proceeds of the Bonds as shall be provided in the Bond Order shall be deposited into a separate fund, hereby created, designated the "Series 2016 Senior Lien Tax Increment Revenue Bonds Expense Fund" (the "*Expense Fund*") to be used to pay expenses of issuing the Bonds. Disbursements from such fund shall be made by the Trustee upon the delivery of the Bonds or from time to time thereafter by the Finance Director as needed to pay costs of issuing the Bonds. Any excess in the Expense Fund shall be deposited into the Senior Bond and Interest Account after six months from the date of issuance of the Bonds.

D. The balance of the proceeds, together with such money in the debt service funds for the Prior Obligations as may be advisable for the purpose, shall be used to provide for the Refunding as further described in the Bond Order.

E. \$\_\_\_\_\_ of the proceeds, deposited in the Project Fund, hereby created, and designated the "Series 2016 Senior Lien Tax Increment Revenue Project Fund," and used for the Project.

F. Funds on deposit in the Public Redevelopment Projects Account of the Special Tax Allocation Fund and held by the Trustee may be invested by the Trustee at the direction (which direction may be telephonic but shall be promptly confirmed in writing) of the Finance Director in Permitted Investments. Subject to Section 15 of this Ordinance, any investment earnings or losses in any Subaccount of the Public Redevelopment Projects Account of the Special Tax Allocation Fund shall be attributed to the respective Subaccount from which derived. Any investment earnings in the Public Redevelopment Projects Account of the Special Tax Allocation Fund shall be transferred as necessary to the Senior Lien Bond and Interest Account at the direction of the Treasurer with no further official action or direction of the Corporate Authorities for the payment of principal of and interest on the Bonds when due or as hereinafter provided for the payment of arbitrage rebate.

*Section 12. Village Covenants.* The Village covenants and agrees that all Incremental Property Taxes required to be deposited into the Special Tax Allocation Fund shall be deposited into the Special Tax Allocation Fund as provided in the Indenture.

As provided in the Indenture, all moneys in the Public Redevelopment Projects Account of the Special Tax Allocation Fund are pledged to the payment of the Bonds (and all other bonds

at any time outstanding under the Indenture as provided therein), but only in the priorities specified in the Indenture and subject to the limitations contained therein.

The Village covenants and agrees with the holders of the Bonds that, so long as any Bonds remain outstanding and unpaid:

(a) The Village will punctually pay or cause to be paid, in the priority specified in the Indenture, from the Pledged Taxes on deposit in and to the credit of the Public Redevelopment Projects Account of the Special Tax Allocation Fund, the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds, this Ordinance and the Indenture, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(b) The Village will pay and discharge, or cause to be paid and discharged, from the Special Tax Allocation Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Incremental Property Taxes, or any part thereof or upon any funds in the hands of the Trustee which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

(c) So long as any Bonds are outstanding, the Village will prepare or cause the preparation of, within 180 days after the close of each Fiscal Year of the Village, complete financial statements with respect to that Fiscal Year, showing the amounts and sources of the Incremental Property Taxes received, all disbursements from the funds and accounts created by this Ordinance, and the Indenture and the financial condition of the Redevelopment Project, including the balances in all funds and accounts relating to the Bonds and the Redevelopment Project as of the end of such Fiscal Year, which statements shall be accompanied by a certificate or opinion in writing of an independent certified public accountant to the effect that the Village is

in compliance with the requirements of the Indenture relating to the Special Tax Allocation Fund and the requirements of the Act. The Village will furnish a copy of such statements to the Underwriter, and to the Trustee who shall submit such information to EMMA in accordance with the Continuing Disclosure Agreement.

The Village will conform fully with all provisions of the Act pertaining to annual reporting requirements.

(d) The Village will use its best efforts to implement or cause the implementation of the Redevelopment Project with all practicable dispatch in accord with its stated objectives and purposes in conformity with the Redevelopment Plan and the Act.

(e) The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

(f) The Village hereby specifically covenants, warrants and agrees that it will not order any abatement of its taxes on property in the Redevelopment Project Area pursuant to Sections 162 or 162(e) of The Revenue Act of 1939, as supplemented and amended, while any Bonds remain outstanding. The Village hereby expressly warrants, covenants and agrees that it will enforce any redevelopment agreements it may hereafter execute relating to the Redevelopment Project Area and all rights and interests inuring to the Village thereunder.

*Section 13. Additional Bonds* . The Bonds are issued as Additional Bonds pursuant to the 2007 Ordinance as follows:

A. Additional Bonds Pursuant to 2007 Ordinance.

1. All deposits and credits required to be made into the Senior Lien Principal and Interest Account and the Senior Lien Reserve and Redemption Account of the Public Redevelopment Projects Account of the Special Tax Allocation Fund have been made up to and including the date of adoption of this Ordinance.

2. The Village has provided to the Trustee a report of Laube Companies, Chicago, Illinois, a nationally recognized Independent consultant, knowledgeable as to urban redevelopment, tax increment financing and municipal finance, which includes the information and conclusions as follows:

a. A description of the purposes for which such Additional Bonds are to be issued; and

b. A statement that, in substantially the form provided in Exhibit D, in such Independent consultant's opinion, based upon his review of executed redevelopment agreements and such other documents as he or she reasonably deems pertinent, Pledged Taxes to be generated will be equal to at least 150% of actual annual debt service calculated for all succeeding years on all Series 2007 Senior Lien Bonds then outstanding and the Additional Bonds proposed to be issued.

B. Additional Bonds.

The Village reserves the right to issue Additional Bonds from time to time for the purposes authorized in the Redevelopment Plan, and any such Additional Bonds shall share ratably and equally in the Pledged Taxes with the Series 2007 Senior Lien Bonds and 2016 Senior Lien Bonds as may be provided; *provided, however*, that no Additional Bonds shall be issued except upon compliance with all of the following conditions:

1. All deposits and credits required to be made into the Senior Lien Bond and Interest Account and the Senior Lien Reserve and Redemption Account of the Public Redevelopment Projects Account of the Special Tax Allocation Fund shall have been made up to and including the date of adoption of any such ordinance authorizing the issuance of Additional Bonds.

2. (a) The Village shall have provided to the Trustee a certificate of a Designated Officer to the effect that the aggregate annual amount of Pledged Taxes deposited to the credit of the Public Redevelopment Projects Account of the Special Tax Allocation Fund for the completed Tax Year immediately preceding the date of adoption of any ordinance authorizing the issuance of Additional Bonds shall have been equal to at

least 150% of Maximum Annual Debt Service calculated for all succeeding years on all Series 2016 Senior Lien Bonds and the Series 2007 Bonds then outstanding and the Additional Bonds then proposed to be issued, *or*

(b) the Village shall have provided to the Trustee a report of a nationally recognized Independent consultant, knowledgeable as to urban redevelopment, tax increment financing and municipal finance, which includes the information and conclusions as follows:

(i) A description of the purposes for which such Additional Bonds are to be issued; and

(ii) A statement that, in such Independent consultant's opinion, based upon his or her review of executed redevelopment agreements and such other documents as he or she reasonably deems pertinent, Pledged Taxes to be generated will be equal to at least 150% of actual annual debt service calculated for all succeeding years on all 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds then outstanding and the Additional Bonds proposed to be issued.

3. Any such Additional Bonds which may be issued in compliance herewith shall be payable as to principal and as to interest on the same dates of the year on which principal and interest come due on the 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds.

4. The Village specifically reserves the right to issue subordinated obligations from time to time for the purposes authorized in the Redevelopment Plan.

Notwithstanding the foregoing restrictions, if, prior to the payment in full of the Series 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds, the Village shall determine, as hereinafter provided in this Ordinance, to refund part or all of such Series 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds then outstanding, said Series 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds may be refunded, and any refunding bonds or obligations so issued shall share ratably and equally in the Pledged Taxes with the portion, if any, of such Series 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds which is not refunded; *provided, further,* that if any portion of the Series 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds is refunded such that the interest rate is increased or the refunding bonds or obligations mature at a date earlier than the maturity of such Series 2007 Senior Lien Bonds and

Series 2016 Senior Lien Bonds not refunded, then such refunding bonds or obligations shall be in all respects subordinate to such Series 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds and shall not share ratably and equally in the Pledged Taxes with the portion of such Series 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds remaining outstanding, except that if it is found necessary to refund any annual installment of such Series 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds at maturity or within one year of maturity thereof in order to prevent a default, such refunding bonds or obligations may be issued to share ratably and equally in the Pledged Taxes with the portion of such Series 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds not refunded notwithstanding the fact that the interest rate is increased, *provided, however*, that such refunding bonds or obligations shall not mature at a date earlier than the maturity of any installment of principal of and interest on said Series 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds not refunded and then outstanding.

Additional Bonds may be issued to refund Outstanding Bonds if the Additional Bonds result in a Current Debt Service Requirement in each Fiscal Year after the proposed issuance not greater than the corresponding year's Current Debt Service Requirement were such Additional Bonds not to be issued.

Additional Bonds may be issued to refund Outstanding Bonds in order to avoid or remedy default in the payment of principal of or interest on Outstanding Bonds; provided they are issued to avoid such default not earlier than three months prior to the due date of such principal or interest.

Bonds or other obligations may be issued payable from the Pledged Taxes subordinate to the Outstanding Bonds. Such subordinate bonds shall be payable from the General Subaccount created in the Indenture or may be made payable from such other fund or account as may be

provided therefor, upon the transfer of moneys from the General Subaccount to such other fund or account.

In any ordinance authorizing Additional Bonds, it shall be proper to incorporate provisions of this ordinance by reference and, where appropriate, to have the term "*Bonds*" as used herein mean such Additional Bonds.

*Section 14. Refunding Bonds.* Refunding bonds issued to refund, whether at or in advance of maturity, Bonds issued under this Ordinance, may be issued by the Corporate Authorities hereunder, and, upon such issuance, shall be "*Bonds*" as defined hereunder, subject to the limitations hereof; *provided*, that the debt service in each year of such refunding Bonds shall not exceed the debt service in each year of the Bonds refunded.

*Section 15. General Arbitrage Covenants.* The Corporate Authorities certify and covenant with the purchasers and registered owners of the Bonds from time to time outstanding, that so long as any of the Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause such Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code, and any lawful regulations promulgated or proposed thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

The Village further certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of "excess arbitrage profits" (the "*Rebate Requirement*") to the United States:

A. Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.

B. Relating to applicable exceptions, the Designated Officers are hereby authorized to make such elections under the Code as such officers shall deem reasonable and in the best interests of the Village. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “*Penalty*”), then the Village shall pay such Penalty.

C. The Trustee is hereby authorized to establish within the Rebate Fund a “2016 Senior Lien Tax Increment Revenue Bonds Rebate [or Penalty, if applicable] Account” (the “*2016 Rebate Account*”) for the Bonds, and the Designated Officers are hereby directed, not less frequently than annually, to cause to be transferred to the 2016 Rebate Account the amount determined to be the accrued liability under the Rebate Requirement or Penalty. The Designated Officers shall cause to be paid to the U.S., without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

D. Interest earnings in the Senior Lien Bond and Interest Account and the Senior Lien Debt Service Reserve Account of the Public Redevelopment Projects Account of the Special Tax Allocation Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the 2016 Rebate Account for the purposes herein provided; and proceeds of the Bonds and other funds of the Village are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

*Section 16. Not Private Activity Bonds.* The Bonds are not “private activity bonds” as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

(a) No direct or indirect payments are to be made on any Bond or were or are to be made on any Prior Bond with respect to any private business use by any person other than a state or local governmental unit.

(b) None of the proceeds of the Bonds is, and none of the proceeds of the Prior Obligations was or is, to be used directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

*Section 17. Further Tax Covenants.* The Village agrees to comply with all provisions of the Code which, if not complied with by the Village, would cause the Bonds not to be Tax Exempt. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with Bond Counsel and to comply with such advice as may be given; (d) to pay to the United States, if necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Village in such compliance.

*Section 18. Reimbursement.* None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof except architectural or engineering costs incurred prior to the Refunding or expenditures for which an intent to reimburse has properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under

Treasury Regulations Section 1.150-2 as to all costs paid after the date hereof and prior to issuance of the Bonds.

*Section 19. Registered Form.* The Village recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and to remain Tax Exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

*Section 20. Opinion of Counsel Exception.* The Village reserves the right to use or invest moneys in connection with the Bonds in any manner, notwithstanding the tax-related covenants set forth in Sections 15 through 19 herein, *provided* it shall first have received an opinion from Bond Counsel, or, in the event Bond Counsel is unable or unwilling to provide such opinion, from another attorney or a firm of attorneys of nationally recognized standing as bond counsel to the effect that use or investment of such moneys as contemplated is valid and proper under applicable law and this Ordinance and, further, will not adversely affect the Tax Exempt status for the Bonds.

*Section 21. Publication of Ordinance.* A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

*Section 22. Superseder and Effective Date.* All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED: this 6th day of September, 2016.

\_\_\_\_\_  
President

Recorded in Village Records: this 6th day of September, 2016.

Published in pamphlet form by authority of the President and Board of Trustees at \_\_\_\_\_m.  
on the 6th day of September, 2016.

Attest:

\_\_\_\_\_  
Village Clerk, Village of Bartlett  
Cook, DuPage and Kane Counties,  
Illinois

Trustee \_\_\_\_\_ moved and Trustee \_\_\_\_\_ seconded the motion that the ordinance as presented be adopted.

After discussion thereof, which discussion included a public recital by \_\_\_\_\_ as to the nature of the matters set forth in the ordinance, including statements that (1) the ordinance provides for the issuance of tax increment allocation bonds for the purpose of paying the costs of refunding prior to maturity certain outstanding bonds issued to pay costs in the Bartlett Quarry Redevelopment Project Area, (2) the bonds are issuable without referendum pursuant to the home rule powers of the Village and the provisions of the Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended and as supplemented by the Omnibus Bond Acts, as amended, (3) the ordinance provides for the pledge of certain incremental property and sales taxes derived from said redevelopment project area to pay the principal of and applicable premium and interest on the bonds, and (4) the ordinance provides many details of the bonds, including tax-exempt covenants, provisions for terms and form of the bonds, authority for the execution of a trust indenture, a bond order and an escrow agreement, and appropriations, the President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: \_\_\_\_\_

\_\_\_\_\_ and the following Trustees voted NAY: \_\_\_\_\_.

WHEREUPON, the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, which was done.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

---

Village Clerk

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

**CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 6th day of September, 2016, insofar as the same relates to the adoption of an ordinance, numbered 2016-\_\_\_\_ and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$9,500,000 Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project), of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and providing for the execution of a trust indenture, a bond order and an escrow agreement in connection therewith.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said ordinance; that a true, correct and complete copy of said agenda as so posted is attached hereto; and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, except as said Act and said Code may be validly superseded by the home rule powers of the Village, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village,  
this 6th day of September, 2016.

(SEAL) **VILLAGE CLERK TO ATTACH AGENDA**

---

Village Clerk

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

**CERTIFICATE OF PUBLICATION IN PAMPHLET FORM**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that at \_\_\_\_\_.m. on the 6th day of September, 2016, there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of Ordinance Number 2016-\_\_\_ of the Village providing for the issuance of not to exceed \$9,500,000 Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project), of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village, this 6th day of September, 2016.

(SEAL)

---

Village Clerk

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK         )

**VIDEO/AUDIO ATTENDANCE CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), and as such official I do further certify as follows:

1. That at the meeting of the President and Board of Trustees of the Village (the "*Corporate Authorities*") on the 6th day of September, 2016 (the "*Meeting*"), \_\_\_\_\_ attended the Meeting by video or audio conference.

2. That said member(s) of the Corporate Authorities was/were prevented from physically attending the Meeting because of the reason(s) as follows:

MEMBER

REASON<sup>1</sup>

3. That said member(s) of the Corporate Authorities notified me before the Meeting that he/she/they wished to attend the Meeting by video or audio conference.

4. That attached hereto as *Exhibit 1* is a true, correct and complete copy of the rules adopted by the Corporate Authorities for allowing a member of the Corporate Authorities to attend a meeting of the Corporate Authorities by video or audio conference.

5. That the Meeting was duly called, noticed and held in strict compliance with all of the provisions of the Open Meetings Act of the State of Illinois, as amended, and the ordinances, resolutions, rules, regulations and proceedings of the Corporate Authorities.

---

<sup>1</sup> Section 7 of the Open Meetings Act of the State of Illinois, as amended, provides the following three reasons a person may be prevented from physically attending a meeting: (i) personal illness or disability; (ii) employment purposes or the business of the public body; or (iii) a family or other emergency.

IN WITNESS WHEREOF, I hereunto affix my official signature and the official corporate seal of the Corporate Authorities, this 6th day of September, 2016.

[SEAL]

---

Village Clerk

**EXHIBIT A**  
**FORM OF INDENTURE**

---

VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS

AND

WELLS FARGO BANK, N.A., as Trustee

FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of September 1, 2016

Supplementing the Amended and Restated Indenture of Trust  
Dated August 1, 2007

VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS

SENIOR LIEN TAX INCREMENT REVENUE BONDS, SERIES 2016  
(BARTLETT QUARRY REDEVELOPMENT PROJECT)

---

FIRST SUPPLEMENTAL INDENTURE OF TRUST

(This Table of Contents is not a part of  
this First Supplemental Indenture of Trust and is only for  
convenience of reference)

TABLE OF CONTENTS

SECTION	HEADING	PAGE
Parties .....		1
Recitals .....		1
Granting Clause .....		3
ARTICLE I.	DEFINITIONS .....	3
<i>Section 1.1.</i>	<i>Definitions</i> .....	3
<i>Section 1.2.</i>	<i>Rules of Construction</i> .....	4
ARTICLE II.	APPLICATION OF PROCEEDS AND PAYMENT OF SERIES 2016 BONDS AND SERIES 2016 BONDS AND SUBORDINATE LIEN NOTE .....	4
<i>Section 2.1.</i>	<i>Application of Proceeds of Series 2016 Bonds</i> .....	4
<i>Section 2.2.</i>	<i>Source of Payment of Series 2016 Bonds</i> .....	4
<i>Section 2.3.</i>	<i>Source of Payments of Series 2016 Subordinate Lien Note</i> .....	5
<i>Section 2.4.</i>	<i>Special Tax Allocation Fund</i> .....	5
<i>Section 2.5.</i>	<i>Project Fund</i> .....	10
<i>Section 2.6.</i>	<i>No Pledge of the Municipal Account</i> .....	10
ARTICLE III.	MISCELLANEOUS .....	11
<i>Section 3.1.</i>	<i>Limitation of Rights</i> .....	11
<i>Section 3.2.</i>	<i>Severability</i> .....	11
<i>Section 3.3.</i>	<i>Counterparts</i> .....	11
<i>Section 3.4.</i>	<i>Applicable Provisions of Law</i> .....	11
<i>Section 3.5.</i>	<i>Captions</i> .....	11

FIRST SUPPLEMENTAL INDENTURE OF TRUST dated as of September 1, 2016, by and between the VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS (the "*Issuer*"), a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois and Wells Fargo Bank, N.A., a national banking association duly organized, validly existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located in the City of Chicago, Illinois (the "*Trustee*") as trustee.

#### RECITALS:

The Issuer and the Trustee have heretofore executed that certain Indenture of Trust dated as of August 1, 2000, as supplemented by that certain First Supplemental Indenture of Trust dated as of October 1, 2003, that certain Second Supplemental Indenture of Trust dated as of December 1, 2004, and that certain Third Supplemental Indenture of Trust dated as of May 1, 2006 (collectively, the "*Original Indenture*"). The Issuer and Trustee subsequently executed an Amended and Restated Indenture of Trust as of August 1, 2007 ("*Amended and Restated Indenture*"), which, together with the Original Indenture, among other things, permits the Issuer to issue its bonds for the purposes specified in the Tax Increment Allocation Redevelopment Act, as amended, and the Omnibus Bond Acts, as amended, and as further supplemented and, where necessary superseded, by the home rule powers of the Issuer pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "*Act*").

The Issuer has agreed to issue its tax increment revenue bonds and to use the proceeds thereof for the purpose of financing a portion of the cost of site remediation and preparation, installation, acquisition and construction of public infrastructure and related costs in the heretofore designated Bartlett Quarry Redevelopment Project Area (the "*Area*") (the "*Project*").

The Issuer has entered into a Redevelopment and Financing Agreement (the "*Redevelopment Agreement*") dated as of November 4, 1999, by and between the Issuer and the Elmhurst-Chicago Stone Company (the "*Developer*"), specifying the terms and conditions of the redevelopment of the Area and the issuance of one or more series of tax increment revenue bonds of the Issuer to finance a portion of the costs of the Project. The Issuer has heretofore issued its Taxable Junior Lien Tax Increment Revenue Variable Rate Demand Bonds, Series 2000 (Bartlett Quarry Redevelopment Project) (the "*2000 Bonds*") pursuant to the Original Indenture, and for all purposes thereunder and hereunder, said initial series of Bonds were Junior Lien Bonds. Thereafter, the Issuer issued its Senior Lien Tax Increment Revenue Refunding Bonds, Series 2007 (Bartlett Quarry Redevelopment Project) (the "*Prior Bonds*"), which fully refunded the 2000 Bonds and certain other existing obligations of the Village as described below.

The Issuer has heretofore issued its Subordinate Lien Tax Increment Revenue Note, Series 2004 (Bartlett Quarry Redevelopment Project) (the "*Series 2004 Note*"), its Subordinate Lien Tax Increment Revenue Note, Series 2006 (Bartlett Quarry Redevelopment Project) (the "*Series 2006 Note*"), and its Subordinate Lien Tax Increment Revenue Note, Series 2007 (Bartlett Quarry Redevelopment Project) (the "*Series 2007 Note*," and together with the Series 2004 Note and 2006 Note, "*Prior Notes*") pursuant to the Original Indenture, and for all purposes thereunder and hereunder, said Prior Notes were subordinate lien obligations. The Series 2004 Note and the Series 2006 Note were previously paid in full by the Village and are no longer outstanding.

The Issuer now contemplates the adoption of a Bond Ordinance (the "2016 Bond Ordinance") to issue its Senior Lien Tax Increment Revenue Refunding Bonds, Series 2016 (Bartlett Quarry Project) (the "*Series 2016 Bonds*") to fully refund the Series 2007 Notes and to pay or reimburse certain redevelopment project costs. As of the date hereof, only the Series 2007 Note remains outstanding under the Original Indenture or the Amended and Restated Indenture.

Simultaneously with the 2016 Bond Ordinance, the Issuer also contemplates the adoption of an additional Series 2016 Note Ordinance to authorize the execution and delivery of an additional series of notes, namely its Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project), which will be payable from the General Account, and secured, ratably and equally with any hereafter issued subordinate lien obligations payable from the General Account under the Amended and Restated Indenture and subsequent ordinances (the "*Series 2016 Subordinate Lien Note*") which are subordinate to all Senior Lien Bonds and Junior Lien Bonds issued under the Amended and Restated Indenture.

The Issuer has determined it is advisable and necessary to enter into this First Supplemental Indenture of Trust to the Amended and Restated Indenture (the "*First Supplemental Indenture*") to provide for certain matters relating to the Series 2016 Bonds.

All things necessary to make the Series 2016 Bonds, when authenticated by the Trustee and issued as in this First Supplemental Indenture provided, the valid, binding and legal obligation of the Issuer according to the import thereof, and to constitute this First Supplemental Indenture a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of, premium, if any, and interest on the Series 2016 Bonds and this First Supplemental Indenture, subject to the terms hereof, have in all respects been duly authorized.

Accordingly, the Issuer and the Trustee agree as follows for the benefit of the other and for the benefit of the holders of the Series 2006 Bonds issued pursuant to and secured by this First Supplemental Indenture.

All terms used in the following Granting Clauses shall have the meanings set forth in Article I of the Amended and Restated Indenture and Article I of this First Supplemental Indenture.

## GRANTING CLAUSE

To secure the obligations of the Issuer to the holders of the Series 2016 Bonds the Issuer has heretofore assigned to the Trustee and granted to the Trustee for the benefit of the holders of the Prior Bonds and the Series 2016 Bonds, a pledge of and security interest in all property granted to the Trustee in the Granting Clauses of the Amended and Restated Indenture *provided* that (1) the Rebate Fund shall be held for the sole and exclusive benefit of the United States of America as provided in the Amended and Restated Indenture, (2) the Senior Lien Bond and Interest Subaccount and the Senior Lien Debt Service Reserve Subaccount shall be held for the sole and exclusive benefit of the holders of the Senior Lien Bonds as provided in Section 6.5 of the Amended and Restated Indenture, (3) the Junior Lien Bond and Interest Subaccount and the Junior Lien Debt Service Reserve Subaccount shall be held for the sole and exclusive benefit of the holders of the Junior Lien Bonds as provided in Section 6.5 of the Amended and Restated Indenture and as to the extent in the Original Indenture provided, the Bank, with reference to the Variable Rate Bonds; (4) each Project Fund shall be held for the sole and exclusive benefit of the holders of the related Series of Bonds; (5) the Municipal Account shall be held for the sole and exclusive benefit of the Issuer as provided in the Amended and Restated Indenture; (6) the Program Expenses Subaccount shall be held for the sole and exclusive purpose of paying Program Expenses and (7) any moneys derived from a drawing under the Credit Facility shall secure only the Variable Rate Bonds; and except as otherwise specifically provided in this First Supplemental Indenture or in any other Supplemental Indenture.

## ARTICLE I.

### DEFINITIONS

*Section 1.1. Definitions.* All words and phrases defined in Article I of the Agreement shall have the same meanings in this First Supplemental Indenture. All words and phrases defined in Article I of the Amended and Restated Indenture shall have the same meanings in this First Supplemental Indenture.

All capitalized terms which are not specifically defined herein shall have the meanings set forth therefore in the Original Indenture or the Series 2016 Note Ordinance.

In addition, the following words and phrases shall have the following meanings:

*"Additional Interest"* shall have the meaning ascribed in Section 3 of the Series 2016 Note Ordinance.

*"Current Interest"* shall have the meaning ascribed in Section 3 of the Series 2016 Note Ordinance.

*"Note Registrar"* means the Village Treasurer, as note registrar and paying agent for the Series 2016 Subordinate Lien Note, and successors or assigns duly qualified to act as Note

Registrar hereunder. The Trustee shall have no role as the note registrar or paying agent for the Series 2016 Subordinate Lien Note.

*"Project"* means the cost of site remediation and preparation, installation, acquisition and construction of public infrastructure and related costs in the Area.

*"Senior Lien Bond and Interest Subaccount"* means the Subaccount created pursuant to the Original Indenture.

*"Series 2016 Note Ordinance"* means the ordinance adopted on September 6, 2016 by the governing body of the Issuer and authorizing the issuance of the Series 2016 Subordinate Lien Note and the execution of this First Supplemental Indenture.

*"Series 2016 Subordinate Lien Note"* means the not to exceed \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project), of the Issuer.

*"Trustee"* means Wells Fargo Bank, N.A.

*"Series 2016 Bonds"* means the Village's Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project).

*"Series 2016 Bond Ordinance"* means the Ordinance providing for issuance of the Series 2016 Bonds, adopted September 6, 2016 by the Village.

*Section 1.2. Rules of Construction.* The rules of construction set forth in Section 1.2 of the Original Indenture (as further amended from time to time in accordance with its terms and the terms hereof) shall apply hereto.

## **ARTICLE II.**

### **APPLICATION OF PROCEEDS AND PAYMENT OF SERIES 2016 BONDS AND SERIES 2016 BONDS AND SUBORDINATE LIEN NOTE**

*Section 2.1. Application of Proceeds of Series 2016 Bonds.* The Village will cause the proceeds of the sale of the Series 2016 Bonds to be deposited with the Trustee as provided in the 2016 Bond Ordinance and related Bond Order. The Trustee will hold those proceeds in trust for the benefit of the Bondholders and will apply the proceeds in accordance with the 2016 Bond Ordinance and this Section. The Series 2016 Bonds are issued to fully redeem the Series 2007 Note.

*Section 2.2. Source of Payment of Series 2016 Bonds.*

(a) The Trustee will make payments of principal of, premium, if any, and interest on the Series 2016 Bonds from moneys deposited in the hereinafter created "Senior Lien

Bond and Interest Subaccount” as provided in Section 2.5(b). The Trustee will deposit in the Senior Lien Bond and Interest Subaccount all moneys available to the Trustee for the purpose of paying principal of, premium, if any, and interest on the Series 2016 Bonds. Moneys in the Senior Lien Bond and Interest Subaccount shall be used solely to pay principal of, premium, if any, and interest on the Series 2016 Bonds and the Series 2007 Bonds and the holders of the Junior Lien Bonds, the Series 2016 Subordinate Lien Note, or any other Bonds and Notes shall not have any interest in said moneys.

(b) The Trustee will make transfers as needed to the credit of the Senior Lien Bond and Interest Subaccount of moneys deposited in the hereinafter created “Series 2016 Bond Debt Service Reserve Subaccount.” The Trustee will deposit in the Senior Lien Debt Service Reserve Subaccount all moneys available to the Trustee to make deposits to the Senior Lien Debt Service Reserve Subaccount as provided in Section 2.5(c). Anything in this First Supplemental Indenture to the contrary notwithstanding, moneys in the Senior Lien Debt Service Reserve Subaccount shall be used solely and only to pay principal of, premium, if any, and interest on the Series 2016 Bonds and the holders of the Junior Lien Bonds, the Series 2016 Subordinate Lien Note, or any other Bonds and Notes shall not have any interest in said moneys.

*Section 2.3. Source of Payments of Series 2016 Subordinate Lien Note.*

(a) The Note Registrar will make payments of principal of, premium, if any, and interest on the Series 2016 Subordinate Lien Note from moneys deposited in the General Subaccount of the Public Redevelopment Projects Account of the Special Tax Allocation Fund. The Village Treasurer will deposit in the General Subaccount all moneys as provided in Section 2.4(d) hereof for the purpose of paying principal of, premium, if any, and interest (being Current Interest and Additional Interest) on the Series 2016 Subordinate Lien Note, as provided in the Series 2016 Subordinate Lien Note Ordinance.

(b) Incidental to each Accounting, the Trustee will make transfers to the Village Treasurer of moneys to be deposited in the heretofore created "General Account" of the Public Redevelopment Projects Account of the Special Tax Allocation Fund. The Trustee will transfer to the Village Treasurer as provided in Section 2.4(d) hereof.

(c) The proceeds of investments of any such moneys may be used to the same extent as the moneys invested could be used had they not been invested.

*Section 2.4. Special Tax Allocation Fund.* There is hereby continued the "Bartlett Quarry Redevelopment Project Area Special Tax Allocation Fund" heretofore created by an ordinance adopted by the Corporate Authorities on August 6, 1999 (the "*Special Tax Allocation Fund*"). The Issuer hereby expressly continues the accounts heretofore created within said Special Tax Allocation Fund pursuant to the Redevelopment Agreement and known as the "Public Redevelopment Projects Account" and the "Municipal Account."

The Special Tax Allocation Fund is a trust fund established under the Act for the purpose of carrying out the covenants, terms and conditions imposed upon the Issuer by the Act, the Original Indenture, the Amended and Restated Indenture, this First Supplemental Indenture, any Bond Ordinance and the Redevelopment Agreement. The Issuer shall deposit or cause to be deposited into the Special Tax Allocation Fund all Incremental Property Taxes required to be deposited therein pursuant to the Act.

The Incremental Property Taxes are to be paid by the officers of the Counties who collect or receive the same (i) to the Treasurer or (ii) in the event that the Issuer files a Tax Escrow Agreement with the County Clerks, or either of them, directly to the Trustee. If and whenever the Treasurer receives any of the Incremental Property Taxes, he or she shall retain the Municipal Portion and shall immediately transmit the Limited Incremental Property Taxes to the Trustee for deposit into the Public Redevelopment Projects Account of the Special Tax Allocation Fund. In the event that the Issuer shall file a Tax Escrow Agreement with the County Clerks, or either of them, the Trustee shall immediately upon receipt of each distribution of Incremental Property Taxes transmit the Municipal Portion to the Treasurer in the amount as provided in the Tax Escrow Agreement for deposit into the Municipal Account of the Special Tax Allocation Fund and shall thereafter immediately deposit the Limited Incremental Property Taxes into the Public Redevelopment Projects Account of the Special Tax Allocation Fund for deposit to the separate accounts thereof as heretofore or hereinafter created.

The Bonds are secured, in the priority of lien and as otherwise herein provided, by a pledge of the Limited Incremental Property Taxes and Limited Incremental Sales Taxes on deposit in the Public Redevelopment Projects Account of the Special Tax Allocation Fund, and such pledge is irrevocable until the obligations of the Issuer are discharged under the Original Indenture, the Amended and Restated Indenture and this First Supplemental Indenture.

There are hereby expressly continued the subaccounts heretofore created and established within the Public Redevelopment Projects Account as follows: the "Program Expenses Subaccount," the "Senior Lien Bond and Interest Subaccount," the "Senior Lien Debt Service Reserve Subaccount," the "Junior Lien Bond and Interest Subaccount," the "Junior Lien Debt Service Reserve Sub account," the "Limited Incremental Sales Tax Fund", and the "General Subaccount." The Trustee shall hold as separate and segregated funds in trust under the Original Indenture, the Amended and Restated Indenture and this First Supplemental Indenture each of the Program Expenses Subaccount, the Senior Lien Bond and Interest Subaccount, the Senior Lien Debt Service Reserve Subaccount, the Junior Lien Bond and Interest Subaccount, and the Junior Lien Debt Service Reserve Subaccount. The Issuer shall hold as a separate and segregated fund the General Subaccount. Each account shall be held separate and apart and shall be segregated from all other funds of the Issuer. The Limited Incremental Property Taxes and Limited Incremental Sales Taxes on deposit in the aforesaid accounts of the Public Redevelopment Projects Account shall be used by the Trustee or the Issuer, respectively, solely and only for the purpose of carrying out the terms and conditions of the Original Indenture, the Amended and Restated Indenture and this First Supplemental Indenture, any other Supplemental Indenture and any Bond Ordinance, all as authorized and provided by the Act.

The Trustee shall credit the Limited Incremental Property Taxes, on each Accounting Date, without any further official action or direction, in the following accounts in the order in which hereinafter mentioned, as follows:

(a) *Program Expenses Subaccount.* The Trustee shall first credit to the Program Expenses Subaccount, that amount certified by the Issuer on or before each Accounting Date of Limited Incremental Property Taxes, and/or, if so directed in a Bond Ordinance, Pledged Revenues to be deposited into and credited to the Program Expenses Subaccount. Moneys on deposit in the Program Expenses Subaccount shall be used to pay or reimburse any administrative expenses related to or incurred in connection with a Series of Bonds, including, specifically, (i) the sum necessary to pay all costs and expenses of the Trustee, any registrar or any paying agent for any Series of Bonds, (ii) and for any other Series of Bonds as provided in a Bond Ordinance, fees related to the calculation or verification of any required payment to the United States of America pursuant to Section 148(f) of the Code, and (iii) expenses of the Issuer relating specifically to the administration of, or provision of governmental services to, the Area and the Redevelopment Project, *provided, however,* that (A) while any Variable Rate Bonds remain outstanding, the aggregate amount of Limited Incremental Property Taxes so deposited into the Program Expenses Subaccount shall not exceed the amount of \$25,000.00 in any Bond Year, (B) while the Series 2016 Subordinate Lien Note remains outstanding, the aggregate amount of Limited Incremental Property Taxes so deposited into the Program Expenses Account shall not exceed the amount of \$25,000.00 in any Bond Year (which amount shall be in addition to, and not included in, said initial deposit under (iii)(A)) and (C) for any other Series of Bonds, the aggregate amount of Limited Incremental Property Taxes so deposited into the Program Expenses Subaccount shall not exceed for any Bond Year the amount provided in the relevant Bond Ordinance.

(b) *The Senior Lien Bond and Interest Subaccount.* While any Senior Lien Bonds are outstanding, the Trustee shall on each Accounting Date next determine the amount of Pledged Moneys necessary to pay the Current Debt Service Requirement for Senior Lien Bonds for the next succeeding Bond Year and shall determine the amount, if any, on deposit in and to the credit of the Pledged Revenues Fund and pledged to the payment of a Series of Senior Lien Bonds. On each Accounting Date the Trustee shall next credit to and shall immediately transfer for deposit into the Senior Lien Bond and Interest Subaccount the remaining amount of Limited Incremental Property Taxes (after making the hereinabove specified deposit to the Program Expenses Subaccount). If the Limited Incremental Property Taxes are insufficient to establish a balance sufficient to pay the Current Debt Service Requirement for the Senior Lien Bond for the next succeeding Bond Year, the Trustee shall *first* transfer and deposit funds from the Limited Incremental Sales Tax Fund to the Senior Lien Bond and Interest Subaccount as necessary to establish a credit balance sufficient to pay such Current Debt Service Requirement for the Senior Lien Bond. The Trustee shall next determine the amount, if any, of Pledged Revenues necessary to establish a credit balance sufficient to pay such Current Debt Service Requirement for the Senior Lien Bond and shall *next* transfer funds from the Pledged Revenues Fund as authorized by a Senior Lien Bond Ordinance or a Bond Order and as necessary to establish a balance sufficient to pay such Current Debt

Service Requirement for the Senior Lien Bond. Any Bond Order may further direct the Trustee to transfer funds from or to retain funds in the Pledged Revenues Fund in excess of the Current Debt Service Requirement for the Senior Lien Bond. If on any Accounting Date the Trustee shall determine that there are Limited Incremental Property Taxes in the Senior Lien Bond and Interest Subaccount in excess of the amount necessary to pay such Current Debt Service Requirement for the Senior Lien Bond, such excess Limited Incremental Property Taxes shall next be transferred by the Trustee to the Senior Lien Debt Service Reserve Subaccount as described below.

Except as hereinafter or in any Supplemental Indenture provided, moneys to the credit of the Senior Lien Bond and Interest Subaccount shall be used solely and only for the purpose of paying principal of and premium, if any, and interest on the Senior Lien Bonds as the same become due upon maturity or mandatory redemption.

(c) *The Senior Lien Debt Service Reserve Subaccount.* While any Senior Lien Bonds remain outstanding, and only if a Senior Lien Debt Service Reserve Requirement has been established under any Senior Lien Bond Ordinance, on each Accounting Date the Trustee shall next credit to the Senior Lien Debt Service Reserve Subaccount, until the amount to the credit of the Senior Lien Debt Service Reserve Subaccount aggregates such Senior Lien Debt Service Reserve Requirement, the remaining amount of the Limited Incremental Property Taxes after making the hereinabove specified deposit to the Senior Lien Bond and Interest Subaccount. If on any Accounting Date there are insufficient funds in the Senior Lien Debt Service Reserve Subaccount to establish a credit balance therein equal to such Senior Lien Debt Service Reserve Requirement, the Trustee shall transfer *first*, Limited Incremental Sales Taxes, if any, from the Limited Incremental Sales Tax Fund and *next*, Pledged Revenues, if any, from any Pledged Revenues Fund as authorized by a Senior Lien Bond Ordinance and as necessary to establish such balance. Thereafter no such payments shall be made by the Trustee into the Senior Lien Debt Service Reserve Subaccount except that, when any money is paid out of said account, payments shall be resumed and continued until such account has been restored to an aggregate amount equal to the Senior Lien Debt Service Reserve Requirement. Monies on deposit in the Senior Lien Debt Service Reserve Subaccount may be used to redeem Senior Lien Bonds. Amounts on deposit in the Senior Lien Debt Service Reserve Subaccount may be pledged to pay principal of any specified Senior Lien Bonds under a related Bond Ordinance or Bond Order.

The procurement and deposit of a Reserve Fund Insurance Policy with the Trustee shall be treated as a proper deposit in lieu of cash to the credit of the Senior Lien Debt Service Reserve Subaccount to the stated amount of such policy or facility then in force and available to draw upon. Reference is made to Section 6.6 of the Original Indenture for certain covenants which may be made with respect to such policy or facility. The Trustee may require a certificate signed by a Designated Officer and an Opinion of Counsel as to the suitability of a given policy or facility for deposit hereunder, and it is expressly provided that while any Variable Rate Bonds remain outstanding, the Trustee is required to obtain the prior consent of the Bank before accepting the deposit of any such Reserve Fund Insurance Policy.

Whenever the Trustee has credited to and deposited into the Junior Lien Bond and Interest Subaccount and the Junior Lien Debt Service Reserve Subaccount all amounts, if any, required to be deposited therein, after satisfying any requirement pursuant to any Junior Lien Bond Order related to Junior Lien Bonds, if any, the Trustee shall promptly remit the remaining amount of Limited Incremental Property Taxes, if any, after making any required deposits to the Treasurer for credit to the following Subaccount of the Public Redevelopment Projects Account of the Special Tax Allocation Fund:

(d) *The General Subaccount.* All Limited Incremental Property Taxes remaining to the credit of the Public Redevelopment Projects Account of the Special Tax Allocation Fund, after crediting the required amounts to the respective subaccounts hereinabove provided for, shall be promptly transmitted by the Trustee to the Treasurer for credit to the General Subaccount and while any portion of the Series 2016 Subordinate Lien Note remains outstanding, the Subordinated Incremental Property Taxes shall be applied by the Village Treasurer solely and only to the payment of principal of and interest the Series 2016 Subordinate Lien Note at Stated Maturity or as called for mandatory or optional redemption as provided in the Series 2016 Note Ordinance.

Whenever no portion of the Series 2016 Subordinate Lien Note shall be outstanding, moneys on deposit in the General Subaccount shall be transferred by the Treasurer first, if necessary, to the Trustee to remedy any deficiencies in any prior subaccounts in the Public Redevelopment Projects Account of the Special Tax Allocation Fund; second, to the hereinafter created Rebate Fund as needed to maintain the Tax Exempt status of any Bonds issued on a Tax Exempt basis; and thereafter, together with any moneys on deposit in and to the credit of the Municipal Account, at the further discretion of the Corporate Authorities, as follows, in any order of priority mentioned:

- (i) for the purpose of paying any Redevelopment Project costs, including any expenses of the Trustee;
- (ii) for the purpose of redeeming any Bonds;
- (iii) for the purpose of purchasing any Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase;
- (iv) for the purpose of refunding, advance refunding or prepaying any Bonds;
- (v) for the purpose of establishing such additional reserves as may be deemed necessary by the Corporate Authorities;
- (vi) for the purpose of paying principal of or premium or interest on any obligations of the Issuer issued to pay Redevelopment Project costs,

whether or not secured by a pledge of monies on deposit in the Special Tax Allocation Fund;

(vii) for the purpose of reimbursing the Issuer for any transfers made from any lawfully available funds of the Issuer, including, specifically, the Limited Incremental Sales Taxes, to the Public Redevelopment Projects Account of the Special Tax Allocation Fund;

(viii) for the purpose of distributing such funds to the taxing districts or municipal corporations having the power to tax real property in the Area in accordance with the Act; or

(ix) for any other purpose related to the Area or the Redevelopment Project pursuant to the Act.

Bonds may be issued secured solely by Limited Incremental Property Taxes held in and to the credit of the General Subaccount, and such Bonds (which shall expressly include any Future Note, the Series 2016 Subordinate Lien Note and any Additional Bonds) shall be Subordinate Lien Obligations and shall be in all respects subordinate in right of payment and lien and junior to Senior Lien Bonds and Junior Lien Bonds, if any. The Issuer hereby expressly reserves unto itself the unconditional power to issue any obligations, whether notes, bonds, contracts, or otherwise, relating to the Area and the Redevelopment Project and payable from the Municipal Account, it being expressly agreed and understood that no moneys on deposit in the Municipal Account, regardless of source, comprise any portion of the Trust Estate pledged hereunder.

As of any Accounting Date, and at such other times as the Issuer may direct the Trustee, the Trustee shall transfer funds to the credit of the Senior Lien Debt Service Reserve Subaccount in excess of the Senior Lien Debt Service Reserve Requirement to the Senior Lien Bond and Interest Subaccount and the Village Treasurer shall transfer funds to the credit of the General Subaccount to remedy any deficiency in any prior account on any date and as requested by the Trustee.

When all Bonds and Redevelopment Project costs have been paid or provided for, all moneys remaining in the Public Redevelopment Projects Account of the Special Tax Allocation Fund may be used by the Issuer for any lawful purpose under the Act.

*Section 2.5. Project Fund.* There is hereby created the "Series 2016 Tax Increment Revenue Project Fund," into which funds may be deposited for the Project.

*Section 2.6. No Pledge of the Municipal Account.* It is hereby expressly covenanted, agreed and provided that no moneys on deposit in and to the credit of the Municipal Account have been encumbered by the provisions of this Indenture, are pledged or will be available to pay the principal of, premium, if any, and interest on the Series 2016 Bonds or the Series 2016 Subordinate Lien Note.

## ARTICLE III.

### MISCELLANEOUS

*Section 3.1. Limitation of Rights.* With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from the Original Indenture or this First Supplemental Indenture, any Prior Bonds, any Future Note or the Series 2016 Subordinate Lien Note is intended or shall be construed to give to any person or company other than the parties hereto, the Issuer, the Developer, and the owners of any Future Note or the Series 2016 Subordinate Lien Note, any legal or equitable right, remedy or claim under or with respect to this First Supplemental Indenture or any covenants, conditions and provisions herein contained; this First Supplemental Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Issuer, the Developer, and the owners from time to time of the Series 2016 Bonds and the Series 2016 Subordinate Lien Note as herein provided.

*Section 3.2. Severability.* If any provision of this First Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

*Section 3.3. Counterparts.* This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*Section 3.4. Applicable Provisions of Law.* This First Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

*Section 3.5. Captions.* The captions or headings in this First Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this First Supplemental Indenture.

IN WITNESS WHEREOF, the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and Wells Fargo Bank, N.A. have caused this First Supplemental Indenture of Trust to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, all as of the day first above written.

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

By: \_\_\_\_\_  
Village President

[SEAL]

Attest:

By: \_\_\_\_\_  
Village Clerk

**WELLS FARGO BANK, N.A., as Trustee**

By: \_\_\_\_\_  
Authorized Officer

[SEAL]

Attest:

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT B**  
**FORM OF PURCHASE CONTRACT**

§ \_\_\_\_\_  
Village of Bartlett, Cook, DuPage and Kane Counties, Illinois  
Senior Lien Tax Increment  
Revenue Bonds, Series 2016  
(Bartlett Quarry Redevelopment Project)

**BOND PURCHASE AGREEMENT**

August \_\_, 2016

Village of Bartlett, Illinois  
228 South Main  
Bartlett, Illinois 60102

Elmhurst-Chicago Stone Company  
400 West First Street  
Elmhurst, Illinois 60126

Ladies and Gentlemen:

The undersigned, William Blair & Company, L.L.C. (the "Original Purchaser"), offers to enter into the following agreement (this "Contract") with the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village"), which upon acceptance by the Village of this offer, and approval of this Contract by the Developer (as defined below) will be binding upon the Village, the Developer and the Original Purchaser. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Limited Offering Memorandum (as hereinafter defined).

This offer is made subject to your mutual acceptance on or before 1:00 P.M., Chicago time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Original Purchaser upon notice delivered to the Village and the Developer at the addresses set forth above at any time prior to the acceptance hereof by the Village and the Developer. This offer is also subject to the following provisions:

1. Definitions. For purposes of this Contract, the following terms have the meanings specified in this section, unless another meaning is plainly intended:

"Act" means Section 6 of Article VII of the Illinois Constitution, as supplemented by the Tax Increment Allocation Redevelopment Act, as amended, and the Omnibus Bond Acts, as amended.

"Ancillary Agreements" means the Series Ordinance, the Bond Order, the Indenture, the Limited Offering Memorandum, the Redevelopment Agreement, the Continuing Information

Agreement and all other agreements and certificates executed and delivered in connection with the issuance and sale of the Bonds.

“Area” means the Bartlett Quarry Redevelopment Project Area designated by an ordinance adopted by the Corporate Authorities on July 6, 1999.

“Bond Order” means the Bond Order of the Village executed and delivered pursuant to the Series Ordinance.

“Bonds” means the interest-bearing, tax-exempt obligations issued by the Village pursuant to the Series Ordinance and the Indenture and called the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project).

“Business Day” means any day other than a Saturday, Sunday, legal holiday or a day on which banking institutions are required or authorized by law to be closed in the City of Chicago or the State of Illinois or a day on which the New York Stock Exchange is closed.

“Closing” means the Closing as defined in Section 2(b) herein held on the Closing Date.

“Closing Date” means August \_\_, 2016 or such earlier or later date as the Village, the Developer and the Original Purchaser shall mutually agree upon and refers to the date on which the transaction by which the Village causes the Trustee to deliver the Bonds to the Original Purchaser and the Bonds are paid for by the Original Purchaser pursuant to this Contract.

“Continuing Information Agreement” means the Continuing Information Agreement dated as of August \_\_, 2016 among the Village, the Developer and the Trustee.

“Contract” means this Bond Purchase Agreement.

“Corporate Authorities” means the President and Board of Trustees of the Village.

“Developer” means Elmhurst-Chicago Stone Company, a Delaware corporation.

“Developer Information” means the information in the Limited Offering Memorandum under the captions “Introduction”; “Plan of Financing”; “The Developer”; “Estimated Sources and Uses of Funds”; “Security for the Series 2016 Senior Lien Bonds”; “The TIF Area”; “Risks to Bondholders Regarding TIF Area”; “Litigation”; and “Continuing Information”.

“Governmental Body” means any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

“Incremental Property Taxes” means ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Area by any and all taxing districts or municipal corporations having the power to tax real property in the Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the total Initial Equalized Assessed Value of each

such piece of property, all as determined by the County Clerks of The Counties of Cook and DuPage, Illinois, in accord with the Act.

“Incremental Sales Taxes” means the increase, if any, in distributions by the State of Illinois from the Local Government Distributive Fund to the Village of Sales Taxes levied in the Area over and above the amount, if any, of such distributions in calendar year 2000.

“Indenture” means the Amended and Restated Indenture of Trust dated as of August 1, 2007 as supplemented by the First Supplemental Trust Indenture dated as of August 1, 2016, by and between the Village and the Trustee.

“Initial Equalized Assessed Value” means the equalized assessed value of each taxable lot, block, tract or parcel or real property within the Area as last equalized or assessed by the Department of Revenue of the State of Illinois for State and County taxes, all as determined by the County Clerks of The Counties of Cook and DuPage, Illinois, in accordance with the Act.

“Limited Incremental Property Taxes” means eighty-seven and one-half percent (87.50%) of each distribution of Incremental Property Taxes received by the Village pursuant to the Act.

“Limited Incremental Sales Taxes” means fifty percent (50%) of the Incremental Sales Taxes.

“Limited Offering Memorandum” means the Limited Offering Memorandum of the Village (including each Appendix thereto) relating to the Bonds dated August \_\_, 2016.

“Original Purchaser” means William Blair & Company, L.L.C.

“Pledged Taxes” means, collectively, the Limited Incremental Property Taxes and the Limited Incremental Sales Taxes.

“Project Site” means that portion of the Area to which title has previously been, or which currently is, in the name of the Developer.

“Redevelopment Agreement” means the Redevelopment and Financing Agreement dated November 4, 1999 between the Village and the Developer.

“Sales Taxes” means generally applicable sales taxes collected by the State of Illinois and levied pursuant to the Use Tax Act, as amended, the Service Use Tax Act, as amended, the Service Occupation Tax Act, as amended, and the Retailers’ Occupation Tax Act, as amended, or successor taxes or charges imposed by the State in lieu thereof or in addition thereto.

“Series Ordinance” means “An Ordinance providing for the issuance of not to exceed \$[9,500,000] Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project) of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois and providing for the execution of a trust indenture and a bond order in connection therewith,” passed by the Corporate Authorities on the \_\_\_\_ day of August, 2016, as supplemented by the Bond Order.

“TIF Ordinances” means the ordinances of the Village approving a redevelopment plan and project for and designating the Area and the adoption of tax increment allocation financing.

“Trust Estate” means the Trust Estate securing the Bonds as described and defined in the Indenture.

“Trustee” means Wells Fargo Bank, N.A., Chicago, Illinois, as Trustee under the Indenture.

“Village” means the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

## 2. Purchase and Sale of the Bonds.

a. Sale of Bonds. Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein, the Original Purchaser hereby agrees to purchase from the Village, and the Village hereby agrees to sell to the Original Purchaser, all, but not less than all, of the \$\_\_\_\_\_ aggregate principal amount of Bonds, at a purchase price equal to \$\_\_\_\_\_. The Bonds shall be issued pursuant to the Series Ordinance. The Bonds shall be dated, shall mature on such dates and in such amounts, shall bear interest at such rates, shall be offered at the initial offering prices and shall be subject to such other terms and conditions, all as described in the Limited Offering Memorandum, the Series Ordinance, the Bond Order and the Indenture.

b. Closing. The purchase and sale of the Bonds shall take place on the Closing Date at the offices of Ice Miller LLP, Chicago, Illinois. At the Closing, as defined below, the Original Purchaser will accept the delivery of the Bonds duly executed by the Village, together with other documents herein mentioned, and will make payment therefor as provided herein by immediately available funds payable to the order of the Trustee for the account of the Village.

The payment for the Bonds and delivery of the Bonds, as herein described, is herein called the “Closing.”

## 3. Village’s Pre-Closing Deliveries.

a. Prior to the Closing Date, the Village shall have delivered or caused to be delivered to the Original Purchaser an executed copy of the Limited Offering Memorandum, executed on behalf of the Village by its President.

b. Prior to the Closing Date, the Village shall have delivered or caused to be delivered to the Original Purchaser certified copies of the Series Ordinance, and such other ordinances of the Village which shall include the authorization of the execution, delivery and performance of this Contract, the Bonds and the other Ancillary Agreements among other things, together with such reasonable number of copies of each of the foregoing as the Original Purchaser shall request.

c. The Village hereby authorizes any and all of the material described above in subsections (a) and (b) of this Section 3 and the Indenture, the Ancillary Agreements,

the information contained in the Limited Offering Memorandum and the Series Ordinance and all other instruments, documents and agreements delivered pursuant to Section 8 of this Contract or in connection with the transactions contemplated hereby, for use in connection with the offering and sale of the Bonds. The Village hereby ratifies, approves, and consents to the use and distribution by the Original Purchaser, prior to or after the date hereof, of the Limited Offering Memorandum in connection with the offering of the Bonds. The Village hereby agrees to furnish such information, execute such instruments and take such other action at the expense of and in cooperation with the Original Purchaser as the Original Purchaser may deem necessary in order to qualify the Bonds for offering and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Original Purchaser may designate; provided, however, that the Village shall not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

4. Representations and Warranties of the Village. The Village represents and warrants to and agrees with the Original Purchaser that:

a. Village. The Village is a home rule unit and municipal corporation duly organized and validly existing and is in good standing under the laws and the Constitution of the State of Illinois. The Village is acting pursuant to the provisions of the Act, the Series Ordinance and the TIF Ordinances and such other ordinances of the Village as have been duly adopted by the Village, to enter into the transactions contemplated by this Contract, the Series Ordinance, the Limited Offering Memorandum, and the Ancillary Agreements to which the Village is or is to be a party. The adoption of the Series Ordinance and the TIF Ordinances and the execution, delivery and performance by the Village of this Contract, the Ancillary Agreements to which the Village is or is to be a party and the issuance of the Bonds are within the legal right, power and authority of the Village, have been duly and validly authorized by all necessary proceedings of the Village, and such execution, delivery and performance by the Village as of the date of this Contract and as of the Closing Date do not and will not contravene, or constitute a breach of or default (with due notice or the passage of time or both) under, any provision of law, ordinance or regulation applicable to the Village, or any provision of the municipal code or other rules and procedures of the Village, or any judgment, order, decree, agreement or instrument binding on it or, except as described in the Limited Offering Memorandum, result in the creation of any lien or other encumbrance on any asset of the Village. This Contract, the Indenture and the Series Ordinance each constitutes, and the Ancillary Agreements to which the Village is or is to be a party, when executed and delivered by the Village and any other parties thereto, will constitute valid and binding agreements of the Village enforceable against the Village in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization, or other similar laws affecting creditors' rights generally and by the availability of equitable remedies, and the Bonds, when issued and delivered by the Village in accordance with this Contract and the Series Ordinance will have been duly authorized and issued and will constitute valid and binding obligations of the Village enforceable against the Village in accordance with their terms, except to the extent limited by bankruptcy, reorganization, or other similar laws affecting the enforcement of

creditors' rights generally and by the availability of equitable remedies. When delivered to and paid for by the Original Purchaser at the Closing in accordance with the provisions of this Contract, the Bonds will conform in all material respects to the description thereof contained in the Limited Offering Memorandum.

b. Use of Proceeds. The Village will not take or omit to take any action which will in any way cause or result in the proceeds from the sale of the Bonds being applied other than as provided in the Series Ordinance and the Indenture and as described in the Limited Offering Memorandum.

c. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default on the part of the Village under this Contract, the Ancillary Agreements, or any other material agreement or material instrument to which the Village is a party or by which the Village is or may be bound, including Ordinance No. 2007-70 authorizing the issuance of the Series 2007 Senior Lien Bonds (the "Series 2007 Authorizing Ordinance"), which is still in full force and effect.

d. Governmental Authorization. All authorizations, consents and approvals of any Governmental Body required in connection with the execution and delivery by the Village of, or in connection with the performance by the Village of its obligations under, the Bonds, the Series Ordinance, this Contract, or the Ancillary Agreements to which the Village is or is to be a party, have been obtained and are in full force and effect, or will be obtained prior to Closing and will be in full force and effect as of the Closing Date.

e. Limited Offering Memorandum. The descriptions and information contained in the Limited Offering Memorandum under the captions "Introduction"; "The Series 2016 Senior Lien Bonds"; "Security for the Series 2016 Senior Lien Bonds"; "The TIF Area"; "Plan of Financing"; "Estimated Sources and Uses of Funds"; "The Village"; "Miscellaneous"; and "Litigation" (the "Village Information") are, and as of the date of the Closing, will be, true and correct in all material respects and such descriptions and information in the Limited Offering Memorandum, as of its date and as of the Closing Date will not contain an untrue, incorrect or misleading statement of a material fact; and such descriptions and information in the Limited Offering Memorandum do not, as of its date and as of the Closing Date will not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

f. No Liens or Encumbrances. Other than as specifically set forth in the Limited Offering Memorandum, there are no existing liens, claims, charges or encumbrances on or rights to any funds, revenues or interests pledged pursuant to the Series Ordinance or the Indenture which are senior to, or on a parity with, the claims of the holders of the Bonds. Other than as specifically disclosed in the Limited Offering Memorandum, the Village has not entered into any contract or arrangements of any kind, and there is no existing, pending, threatened, or anticipated event or circumstance that might give rise to any lien, claim, charge or encumbrance on or right to the assets,

properties, funds, or interests pledged pursuant to the Series Ordinance or the Indenture which would be prior to, or on a parity with, the claims of the holders of the Bonds. The Village is lawfully entitled to receive, pledge and assign all amounts or revenues which have been pledged or assigned as security for the payment of the principal of and interest on the Bonds.

g. No Litigation. As of the date of this Contract and as of the Closing Date (i) there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or any governmental agency or public board or body, pending against the Village or, to the knowledge of the Village, threatened against the Village, to restrain or enjoin, or threatening or seeking to restrain or enjoin, the issuance, sale or delivery of the Bonds or the delivery by the Village of any of the Ancillary Agreements to which the Village is a party, or the collection or allocation of the Pledged Taxes, or in any way contesting or affecting the validity of the TIF Ordinances, the designation of the Area, the Series Ordinance, the Bonds, or any of the Ancillary Agreements to which the Village is a party, or in any way questioning or affecting (A) the proceedings under which the Bonds are to be issued, (B) the validity or enforceability of any provision of the Bonds, the TIF Ordinances, the Series Ordinance, the Indenture, the Bond Order, the Redevelopment Agreement or this Contract, (C) the authority of the Village to collect or allocate the Pledged Taxes, or to perform its obligations hereunder or with respect to the Bonds, or to consummate any of the transactions set forth in the Ancillary Agreements to which it is or is to be a party as contemplated hereby or by the Series Ordinance, the Indenture or the Limited Offering Memorandum, (D) the legal existence or home rule status of the Village, or the title of the Corporate Authorities to their offices, and (ii) there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or any governmental agency or public board or body, pending against the Village or, to the knowledge of the Village, threatened against the Village, involving any of the property or assets within the Village which may result in any material adverse change in the Pledged Taxes.

h. Certificates. Any certificate signed by an authorized officer of the Village and delivered to the Original Purchaser and/or the Trustee shall be deemed a representation and covenant by the Village to the Original Purchaser and/or the Trustee as to the statements made therein.

i. Ordinances. Each of the TIF Ordinances, the Series 2007 Authorizing Ordinance, and the Series Ordinance is in full force and effect, and has not been amended, modified, revoked or repealed.

5. Representations and Warranties of the Developer. The Developer represents and warrants to and agrees with the Original Purchaser and the Village that:

a. Organization and Power. The Developer is a corporation organized and existing under the laws of the State of Delaware and in good standing under the laws of the State of Illinois and the Developer has all powers and authority and all governmental licenses, authorizations, consents and approvals required to carry on its business as now

conducted and to enter into and perform its obligations under this Contract and all Ancillary Agreements to which it is or is to be a party.

b. Authorization of Agreements, etc. This Contract and the Ancillary Agreements to which the Developer is or is to be a party have each been duly authorized, executed and delivered by the Developer, and constitute the legal, valid and binding agreements of the Developer, enforceable against the Developer in accordance with their respective terms; provided that the enforceability of this Contract and the Ancillary Agreements may be limited by bankruptcy, reorganization, insolvency and similar laws affecting the enforcement of creditor's rights and remedies generally, as applied in the event of bankruptcy, reorganization or insolvency of the Developer and to equitable remedies. The Developer has duly authorized all necessary action to be taken by it for (i) approval of the Developer Information and (ii) the execution and delivery of this Contract and the Ancillary Agreements to which the Developer is or is to be a party, and any and all other agreements and documents as may be required to be executed, delivered or received by the Developer in order to effectuate the transactions contemplated herein and therein.

c. Redevelopment Agreement. All of the conditions precedent to the obligations of the Developer arising under the Redevelopment Agreement have been satisfied.

d. No Material Change. Other than as disclosed in the Limited Offering Memorandum, (i) the Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which would affect the Developer's ability to perform its obligations pursuant to this Contract or the Ancillary Agreements applicable to the Developer.

e. Noncontravention. The execution, delivery and performance by the Developer of its obligations under this Contract and the Ancillary Agreements to which it is a party do not and will not contravene, or constitute a default under, any provision of applicable law or regulation, bylaws or organizational documents of the Developer, or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Developer, and will not result in the creation of any lien or other encumbrance upon any asset of the Developer except as set forth in the Limited Offering Memorandum.

f. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any Governmental Body or corporate entity in connection with the execution, delivery and performance by the Developer of this Contract or any Ancillary Agreement to which the Developer is or is to be a party, or, if any such action is required, the same has been duly taken, is in full force and effect and constitutes valid and sufficient consent or approval therefor. The Developer has no reason to believe any such consent or approval will not be obtained in due course.

g. No Litigation. Except as described in the Limited Offering Memorandum, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or any governmental agency or public board or body, pending against the Developer, in which the Developer is a party or, to the knowledge of the Developer, threatened against the Developer (i) contesting or in any way relating to the imposition or collection of the Pledged Taxes or the transactions contemplated by the issuance of the Bonds or as otherwise described in the Limited Offering Memorandum or (ii) which in any way contests the existence or power of the Developer or the validity or enforceability of the Bonds, the Ancillary Agreements, this Contract or the Limited Offering Memorandum or which if adversely determined could have a material adverse effect on the Developer.

h. Limited Offering Memorandum. The Developer Information contained in the Limited Offering Memorandum (i) is, and as of the date of the Closing, will be, true and correct in all material respects and (ii) does not, and as of the date of the Closing, will not, contain any untrue statements of a material fact or omit to state a material fact necessary to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

i. Use of Proceeds. The Developer will not take or omit to take any action which will in any way cause or result in the proceeds of the sale of the Bonds being applied in a manner other than as provided in the Series Ordinance, the Bond Order and the Indenture and as described in the Limited Offering Memorandum.

j. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default on the part of the Developer under this Contract, the Ancillary Agreements, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

k. Approvals. The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it.

l. Certificates. Any certificate signed by an authorized officer of the Developer and delivered to the Village or the Original Purchaser shall be deemed a representation and warranty by the Developer to the Village and the Original Purchaser as to the statements made therein.

m. Environmental Representation. To the best of the Developer's knowledge, no toxic or hazardous substances, including without limitation, asbestos, and the group of organic compounds known as polychlorinated biphenyls, have been generated, treated, stored or disposed of, or otherwise deposited in or located on the Project Site and no activity has been undertaken at the Project Site, other than those activities, which

activities are in conformity with all state and federal laws, on the Project Site, which could:

i. cause the Project Site or any part thereof to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring such property within the ambit of, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"), or any other similar state law or local ordinance;

ii. cause a release or threatened release of hazardous materials, wastes or substances from the site or any part thereof within the meaning of, or otherwise bring such property or any part thereof within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C., Sections 9601-9657 ("CERCLA"), or any similar state law or ordinance or any other environmental law;

iii. cause the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C., Section 1251 et seq., or the Clean Air Act, 41 U.S.C., Section 7401 et seq., or any similar state law or local ordinance; or

iv. support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements.

6. Representations and Warranties and Agreements of the Original Purchaser.

a. Offering. The Original Purchaser agrees to make an offering of the Bonds at a price or prices (or yield or yields) not in excess of the offering price or prices (or not lower than the yield or yields) set forth on the cover page of the Limited Offering Memorandum.

b. Limited Offering Memorandum. The descriptions and information contained in the Limited Offering Memorandum under the caption "UNDERWRITING" are, and as of the date of the Closing will be, true and correct in all material respects and such descriptions and information under such caption in the Limited Offering Memorandum, as of its date and as of the Closing Date will not contain an untrue, incorrect or misleading statement of a material fact; and such descriptions and information under such caption in the Limited Offering Memorandum do not, as of its date and as of the Closing Date will not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

7. Termination of the Contract. The Original Purchaser shall have the right to cancel its obligations to purchase the Bonds, if, between the date hereof and the date of Closing, (i) legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States shall

be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction over the subject matter shall be made, the effect of which is that (A) the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or (B) the Indenture is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; (ii) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering or sale of the Bonds, as contemplated herein, and in the Limited Offering Memorandum is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; (iii) there shall occur any event which in the reasonable judgment of the Original Purchaser either (A) makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum or (B) is not reflected in the Limited Offering Memorandum but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and, in either such event, the Village refuses to permit the Limited Offering Memorandum to be supplemented to correct or supply such statement or information, or the effect of the Limited Offering Memorandum as so corrected or supplemented is such as, in the reasonable judgment of the Original Purchaser, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Original Purchaser of the Bonds; (iv) there shall occur any outbreak of hostilities or any regional, national or international calamity or crisis or a financial crisis and the effect is such as, in the reasonable judgment of the Original Purchaser, would materially adversely affect the market for or the marketability of the Bonds or obligations of the general character of the Bonds; (v) a general suspension of trading on the New York Stock Exchange is in force; (vi) a general banking moratorium is declared by federal or state authorities; (vii) there occurs any material adverse change in the affairs, operations or financial conditions of the Village, except as set forth or contemplated in the Limited Offering Memorandum or in the affairs, operations or financial condition of the Developer from that set forth in the Limited Offering Memorandum; (viii) the Limited Offering Memorandum is not executed, approved and delivered in accordance with Section 3 above; (ix) in the reasonable judgment of the Original Purchaser, the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, might be adversely affected because: (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, or (B) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters; (x) a war involving the United States of America shall have been declared, or any conflict involving the armed forces of any country shall have escalated, or any other international, national or regional emergency relating to or affecting the effective operation of government or the financial community shall have occurred, which, in the reasonable judgment of the Original Purchaser, materially adversely affects the market for the Bonds or of obligations of the general character of the Bonds; (xi) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way protesting or affecting any authority for or

the validity of the Bonds, the Series Ordinance, the existence or powers of the Village, or any event described or contemplated by the Limited Offering Memorandum; or (xii) there shall have occurred a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any municipality or political subdivision of any state, the effect of which, in the reasonable judgment of the Original Purchaser, would materially adversely affect the ability of the Original Purchaser to market the Bonds.

8. Conditions of Closing. The Original Purchaser's obligation to purchase the Bonds under this Contract is subject to the performance by the Village and the Developer of their respective obligations hereunder at and prior to the Closing Date, to the accuracy in the sole and absolute discretion of the Original Purchaser, of the representations and warranties of the Village and the Developer contained herein as of the Closing Date, and, in the sole and absolute discretion of the Original Purchaser, to the following conditions, including the delivery of such documents as are enumerated herein in form and substance satisfactory to the Original Purchaser and its counsel as of the Closing Date:

a. Ordinances in Effect and Village in Compliance Therewith. At the time of the Closing (i) each of the TIF Ordinances and the Series Ordinance shall be in full force and effect, and shall not have been amended, modified or supplemented since the date hereof, except as may have been agreed to in writing by the Original Purchaser, and the Village shall have duly adopted and there shall be in full force and effect such additional ordinances or agreements as shall be, in the opinion of Bond Counsel, necessary in connection with the transactions contemplated hereby and (ii) the Village shall perform or have performed all of its obligations required under or specified in this Contract with regard to the Bonds, the Series Ordinance or the Indenture to be performed at, simultaneously with or prior to the Closing.

b. Opinions of Bond Counsel. The Original Purchaser shall have received a favorable approving legal opinion dated the Closing Date as to the Bonds, together with a reliance letter addressed to the Original Purchaser, the Village and the Trustee, from Ice Miller LLP, Bond Counsel, satisfactory to the Original Purchaser in its sole and absolute discretion, together with a supplemental opinion of Ice Miller LLP.

c. Opinion of Original Purchaser's Counsel. The Original Purchaser shall have received a favorable opinion dated the Closing Date, addressed to the Original Purchaser, from Foley & Lardner LLP, satisfactory to the Original Purchaser in its sole and absolute discretion.

d. Opinion of Counsel to the Village. The Original Purchaser shall have received a favorable opinion dated the Closing Date, addressed to the Original Purchaser and Bond Counsel, from Bryan Mraz & Associates, counsel to the Village, satisfactory to the Original Purchaser in its sole and absolute discretion.

e. Opinion of Counsel to the Developer. The Original Purchaser shall have received a favorable opinion dated the Closing Date, addressed to the Original Purchaser,

the Village and Bond Counsel from Byron L. Faermark, Esq., counsel to the Developer, satisfactory to the Original Purchaser in its sole and absolute discretion.

f. Performance: No Default. Each of the Village and the Developer shall have performed and complied with all agreements and conditions herein required to be performed or complied with by each of them prior to or on the Closing Date, and at the time of the Closing no event of default or default shall have occurred and be continuing with respect to the Ancillary Agreements or the Bonds.

g. Ancillary Agreements. At the Closing Date, (i) all of the Ancillary Agreements shall be in full force and effect, shall have been duly executed and copies delivered to the Original Purchaser by, and shall constitute valid and binding agreements of, the parties thereto, shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Original Purchaser and there shall be no defaults or events of default thereunder and (ii) the proceeds of the sale of the Bonds shall be applied or deposited with the Trustee for application as described in the Indenture and the Limited Offering Memorandum.

h. Closing Certificate of President of the Village. The Village shall have delivered to the Original Purchaser a certificate dated the Closing Date, addressed to the Original Purchaser and the Trustee signed by the President of the Village in form and substance satisfactory to the Original Purchaser.

i. Developer's Closing Certificate. The Developer shall have delivered to the Original Purchaser a certificate dated the Closing Date, addressed to the Original Purchaser signed by an authorized officer in form and substance satisfactory to the Original Purchaser.

j. The Bonds. The Bonds shall have been duly authorized, executed, authenticated, delivered, and the proceeds from the sale thereof applied, in accordance with the provisions of the Series Ordinance, the Bond Order and the Indenture.

k. Trustee's Certificate. The Original Purchaser shall have received a certificate dated the Closing Date of an authorized officer of the Trustee, addressed to the Original Purchaser acceptable in form and substance to the Original Purchaser.

l. Officers' Certificates. The Original Purchaser shall have received any and all certificates required to be furnished by the provisions of the Series Ordinance and any Ancillary Agreement to be obtained or furnished by the Village and the Developer at or prior to Closing.

m. Specimen Bonds. The Original Purchaser shall have received specimen Bonds.

n. Certified Copy of Series Ordinance. The Original Purchaser shall have received a certified copy of the Series Ordinance, together with an executed copy of the Bond Order. The Series Ordinance shall include authorization for execution and delivery of this Contract.

o. TIF Increment Analysis. The Original Purchaser shall have received the TIF Increment Analysis of Laube Companies together with the consent of Laube Companies to include such report in the Limited Offering Memorandum.

p. Additional Opinions Certificates, etc. The Original Purchaser shall have received such additional legal opinions, certificates, proceedings, instruments and other documents as the Original Purchaser, the Village or their respective counsel or Bond Counsel may deem necessary or desirable.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Contract shall be deemed to be in compliance with the provisions of this Contract only if in the sole and absolute judgment of the Original Purchaser, they are satisfactory in form and substance.

If there shall be a failure to satisfy the conditions of the Original Purchaser's obligations contained in this Contract or if the Original Purchaser's obligations to purchase the Bonds shall be terminated for any reason permitted by this Contract, this Contract shall terminate, and the Original Purchaser, the Village and the Developer shall not have any further obligations hereunder, except for the obligations set forth in Section 10 hereof which shall remain in full force and effect.

9. Changes Affecting the Limited Offering Memorandum. At any time prior to the Closing, each of the Village and the Developer agrees to supplement or amend the Limited Offering Memorandum whenever requested by the Original Purchaser when, in the reasonable judgment of the Original Purchaser, such supplement or amendment is required. No amendment or supplement to the Limited Offering Memorandum shall be made without the approval of the Original Purchaser. After the Closing and so long as the Original Purchaser or any participating dealer shall be offering Bonds, but not later than 90 days after the date of this Contract if any event shall occur as a result of which it is necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in light of the circumstances under which they are made, not misleading, the Village will so advise the Original Purchaser. In any such case, the Village and the Developer shall cooperate in the preparation, execution and delivery of either amendments to the Limited Offering Memorandum or supplemental information so that the statements in the Limited Offering Memorandum, as so amended or supplemented will not, in light of the circumstances under which such statements were made, be misleading. The cost of providing such amendments or supplements shall be paid by the Developer.

10. Payment of Expenses. The Original Purchaser shall be under no obligation to pay any expenses incident to the issuance of the Bonds other than the Original Purchaser's obligation to pay its direct expenses incurred by it in connection with the offering and distribution of the Bonds. All other fees, costs and expenses associated with the issuance of the Bonds, including without limitation, the fees and disbursements of the Original Purchaser's legal counsel, Foley & Lardner LLP, shall be disbursed and paid by the Trustee from the proceeds of the Bonds.

11. Notices. Except as otherwise provided in this Contract, whenever notice is required to be given pursuant to the provisions of this Contract, such notice shall be in writing and shall be mailed by first class mail postage prepaid.

12. Law Governing. This Contract shall be construed in accordance with and governed by the laws of the State of Illinois.

13. Headings. The headings of the paragraphs and subparagraphs of this Contract are inserted for convenience only and shall not be deemed to constitute a part of this Contract.

14. Counterparts. This Contract may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

15. Parties and Interests. This Contract is made solely for the benefit of the Village, the Original Purchaser and the Developer, including the successors and assigns of the Original Purchaser, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

16. Indemnification. The Developer agrees to indemnify, defend and hold harmless the Original Purchaser and the Village, each director, trustee, member, officer, agent or employee and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Original Purchaser or the Village, pursuant to the Original Purchaser's regulations or Bylaws, or the Village's governing statutes, or who controls the Original Purchaser or the Village within the meaning of Section 20 of the Exchange Act or Section 15 of the Securities Act, by contract or otherwise (collectively called the "Section 16 Indemnified Parties"), from and against any and all losses, claims, damages, liabilities or expenses caused by or arising out of (i) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Limited Offering Memorandum in any of the Developer Information, or caused by any omission or alleged omission to state in the Developer Information a material fact required to be stated in the Developer Information or necessary to make the statements in the Developer Information, in the light of the circumstances under which they were made, not misleading or (ii) any knowing misrepresentation contained in Section 5(m) of this Contract.

In case any claim shall be made or any action shall be brought against one or more of the Section 16 Indemnified Parties desiring to seek indemnification pursuant to this Section 16, the Section 16 Indemnified Parties seeking indemnity shall promptly notify the Developer in writing, and the Developer shall promptly assume the defense thereof, including the employment of counsel chosen by the Developer and approved by the Original Purchaser, and the payment of all expenses and disbursements of such counsel related to such defense. If any of the Section 16 Indemnified Parties is advised by counsel that there may be legal defenses available to it which are adverse to or in conflict with those available to the Developer or any other Section 16 Indemnified Party, or that the defense of such Section 16 Indemnified Party should be handled by separate counsel, the Developer shall not have the right to assume the defense of such Section 16 Indemnified Party, but shall be responsible for the fees and expenses of counsel retained by such Section 16 Indemnified Party in assuming its own defense, and provided also that if the

Developer shall have failed to assume the defense of such action or to retain counsel satisfactory to the Original Purchaser within a reasonable time after notice of the commencement of such action, the fees and expenses of counsel retained by the Section 16 Indemnified Parties shall be paid by the Developer. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Section 16 Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Section 16 Indemnified Party or Parties unless the employment of such counsel has been specifically authorized, in writing, by the Developer, or unless such retention is specifically authorized herein. The Developer shall not be liable for any settlement of any proceeding effected without its written consent, but, if settled with such written consent or if there shall be a final judgment for the plaintiff, the Developer agrees to indemnify the Section 16 Indemnified Parties from and against any loss, damage, cost, expense or liability by reason of such settlement or judgment.

In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 16 is due in accordance with its terms but is for any reason held by a court to be unavailable to the Original Purchaser, the Village or the Developer or unenforceable on grounds of policy or otherwise, the Developer and the Original Purchaser shall contribute to the aggregate losses, claims, damages, fines and liabilities (including any investigation, legal and other expenses reasonably incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claims asserted, but after deducting any contribution received by the Developer or the Original Purchaser from persons other than the Developer or the Original Purchaser who may be liable for contribution, such parties hereby agreeing to seek contribution from such persons) to which the Developer and the Original Purchaser may be subject in such proportion so that the Original Purchaser is responsible for that portion represented by the percentage that the underwriting fee bears to the offering price appearing on the coverage page of the Limited Offering Memorandum, and the Developer is responsible for the balance; provided, however, in no case shall the Original Purchaser be responsible for any amount in excess of the amount of said underwriting fee received to such date and provided, further, that no person found guilty of fraudulent misrepresentation, error or omission shall be entitled to contribution (or costs of defense) from any person who was not found guilty of fraudulent misrepresentation, error or omission. For purposes of this paragraph, each partner, member, associate and employee of the Original Purchase or the Developer and each person who controls the Original Purchaser or the Developer shall have the same rights to contribution as the Original Purchaser or the Developer subject to the provision in the preceding sentence relating to fraudulent misrepresentations. Any party entitled to contribution will promptly after receipt of notice of commencement of any action, threatened action, suit or proceeding against such party or parties under this paragraph, notify such party or parties from whom contribution may be sought, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have otherwise under this paragraph. Any notice given pursuant to the preceding paragraph shall be deemed to include notice under this paragraph.

17. Amendment or Assignment. This Contract may not be amended except through the written consent of all of the parties hereto and is not assignable.

18. Survival of Representations, Warranties, Agreements and Obligations. Each respective representation, warranty and agreement of the Village, the Developer and the Original Purchaser shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Original Purchaser, the Village and the Developer and shall survive the Closing. This Section 18 and the obligations of the Village under Sections 9, 10 and 16 hereof and the obligations of the Developer under Section 16 hereof shall survive any termination of this Contract pursuant to its terms.

19. Severability. If any provision of this Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any other provision or provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Contract shall not affect the validity of the remaining portions of this Contract, or any part hereof.

Very truly yours,

WILLIAM BLAIR & COMPANY, L.L.C.

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

Accepted and agreed to by the  
undersigned as of the date first above  
written.

VILLAGE OF BARTLETT, ILLINOIS

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

ELMHURST-CHICAGO STONE COMPANY

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

**EXHIBIT C**

**FORM OF PRELIMINARY LIMITED OFFICIAL MEMORANDUM**

**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED SEPTEMBER \_\_, 2016****NEW ISSUE – BOOK ENTRY ONLY****NOT RATED**

*Subject to compliance by the Village and others with certain covenants, in the opinion of Bond Counsel, under present law, interest on the Series 2016 Senior Lien Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. See "TAX EXEMPTION" herein for a more complete discussion. Interest on the Series 2016 Senior Lien Bonds is not exempt from present State of Illinois income taxes.*

**\$9,000,000\*****Village of Bartlett****Cook, DuPage and Kane Counties, Illinois****Senior Lien Tax Increment Revenue Bonds,****Series 2016 (Bartlett Quarry Redevelopment Project)****Dated: Date of Issuance****Due: As set forth below**

Interest on the Series 2016 Senior Lien Bonds will be payable semi-annually on each January 1 and July 1, commencing January 1, 2017. The Series 2016 Senior Lien Bonds will be issued as fully registered bonds and will be registered in the name of Cede & Co., as the nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the securities depository of the Series 2016 Senior Lien Bonds. Purchases will be made in book-entry form through DTC participants only in denominations of \$100,000 or integral multiples of \$5,000 in excess thereof and no physical delivery of the Series 2016 Senior Lien Bonds will be made to purchasers. See "THE SERIES 2016 SENIOR LIEN BONDS — Book-Entry-Only System". Wells Fargo Bank, N.A. will serve as trustee, bond registrar and paying agent for the Series 2016 Senior Lien Bonds.

The Series 2016 Senior Lien Bonds are secured by (i) certain incremental property and sales taxes derived from the Bartlett Quarry Redevelopment Project Area of the Village (the "TIF Area") and (ii) the amounts on deposit in and to the credit of the various funds and accounts of the special tax allocation fund of the Village created for the TIF Area, all in the priority of lien and as provided in the Indenture (as herein defined).

THE SERIES 2016 SENIOR LIEN BONDS ARE NOT A GENERAL OBLIGATION OF THE VILLAGE AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THE SERIES 2016 SENIOR LIEN BONDS SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL OR INTEREST OR PREMIUM, IF ANY, THEREON.

\$ \_\_\_\_\_ \* \_\_\_\_\_ % Term Bonds Due January 1, 2024\* Price: \_\_\_\_\_ % CUSIP: \_\_\_\_\_

*The Series 2016 Senior Lien Bonds are being offered when, as and if issued subject to prior sale, withdrawal or modification of the offer without notice, subject to the approval of legality by Ice Miller LLP, Chicago, Illinois, Bond Counsel. Certain legal matters are being passed upon by Bryan Mraz & Associates, Roselle, Illinois, counsel to the Village. Certain legal matters in connection with the Series 2016 Senior Lien Bonds will be passed upon by Foley & Lardner LLP, Chicago, Illinois, counsel to the Underwriter. The Series 2016 Senior Lien Bonds are expected to be available for delivery in definitive form through the facilities of DTC in New York, New York on or about September \_\_, 2016.*

**WILLIAM BLAIR**

The Date of this Limited Offering Memorandum is September \_\_, 2016.

\* Preliminary, subject to change.

## LIMITED OFFERING MEMORANDUM

This Limited Offering Memorandum is being furnished by the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village") to a limited number (35 or less) of sophisticated investors or registered investment companies under the Investment Company Act of 1940 solely for the purpose of each investor's consideration of the purchase of the Series 2016 Senior Lien Bonds described herein, and is not to be used for any other purpose or made available to anyone not directly concerned with the decision regarding such purchase. Interested investors are being provided the opportunity to ask such questions and examine such documents and records as they may desire, and are advised to contact William Blair & Company, L.L.C. (the "Underwriter") to secure further information concerning the Series 2016 Senior Lien Bonds.

No dealer, broker, salesperson or other person has been authorized by the Issuer to give any information or to make any representations in connection with the limited offering of the Series 2016 Senior Lien Bonds, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2016 Senior Lien Bonds by any person in any state or other jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale in such state or jurisdiction. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer since the date hereof (or since the date of any other information dated other than the date of this Limited Offering Memorandum). The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Limited Offering Memorandum should be considered in its entirety and no one factor considered less important than any other by reason of its position in this Limited Offering Memorandum. Where statutes, resolutions, reports or other documents are referred to herein, reference should be made to such statutes, resolutions, reports or other documents for more complete information regarding the rights and obligations of the parties thereto, the facts and opinions contained therein and the subject matter thereof.

The Series 2016 Senior Lien Bonds have not been registered under the Securities Act of 1933, as amended, nor has the Indenture been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon exemptions contained in such acts. The registration or qualification of the Series 2016 Senior Lien Bonds in accordance with applicable provisions of securities laws of the states, if any, in which the Series 2016 Senior Lien Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither these states nor any of their respective agencies have passed upon the merits of the Series 2016 Senior Lien Bonds or the accuracy or completeness of this Limited Offering Memorandum. Any representation to the contrary may be a criminal offense.

THE SERIES 2016 SENIOR LIEN BONDS HAVE RISK CHARACTERISTICS WHICH REQUIRE CAREFUL ANALYSIS AND CONSIDERATION BEFORE A DECISION TO PURCHASE IS MADE. THE SERIES 2016 SENIOR LIEN BONDS SHOULD BE PURCHASED BY INVESTORS WHO HAVE ADEQUATE EXPERIENCE TO EVALUATE THE MERITS AND RISKS OF THE SERIES 2016 SENIOR LIEN BONDS. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS LIMITED OFFERING MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATION FROM THE UNDERWRITER, ITS AFFILIATES, OFFICERS AND EMPLOYEES

OR ANY PROFESSIONAL ASSOCIATES WITH THIS OFFERING AS INVESTMENT OR LEGAL ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN COUNSEL, ACCOUNTANT AND OTHER ADVISORS AS TO FINANCIAL, LEGAL AND RELATED MATTERS CONCERNING THE INVESTMENT DESCRIBED HEREIN.

---

CAUTIONARY STATEMENTS REGARDING PROJECTIONS, ESTIMATES AND OTHER FORWARD-LOOKING STATEMENTS IN THIS LIMITED OFFERING MEMORANDUM

---

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute projections or estimates of future events, generally known as forward-looking statements. These statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget,” “forecast,” “project,” “will likely result,” “is anticipated” or other similar words. Such forward-looking statements include, but are not limited to, the information under the captions “THE TIF AREA” and “RISKS TO BONDHOLDERS REGARDING THE TIF AREA” in the forepart of this Limited Offering Memorandum and the information in APPENDIX A to this Limited Offering Memorandum. Prospective investors should not place undue reliance on such forward-looking statements.

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements, and it is important to note that actual results likely will differ and could differ materially from those in such forward-looking statements. The Village does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

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

228 South Main Street  
Bartlett, Illinois 60103

**VILLAGE PRESIDENT**

Kevin Wallace, Village President  
(First Elected President, 2013)

**VILLAGE TRUSTEES**

<b><u>Trustee</u></b>	<b><u>First Elected or Appointed to Office</u></b>	<b><u>Trustee</u></b>	<b><u>First Elected or Appointed to Office</u></b>
T.L. Arends	1991	Raymond H. Deyne	2015
Michael E. Camerer	2013	Adam J. Hopkins	2015
Vince Carbonaro	2013	Aaron H. Reinke	2013

**VILLAGE CLERK**  
Lorna Giles

**VILLAGE ADMINISTRATOR**  
Valerie Salmons

**DIRECTOR OF FINANCE**  
Jeff Martynowicz

**Village Attorney**  
Bryan Mraz & Associates  
Roselle, Illinois

**Bond Counsel**  
Ice Miller LLP  
Chicago, Illinois

**TABLE OF CONTENTS**

	<u>Page</u>
INTRODUCTION.....	1
THE SERIES 2016 SENIOR LIEN BONDS.....	2
Authorization .....	2
Description .....	2
Mandatory Sinking Fund Redemption .....	3
Optional Redemption .....	3
Additional Bonds .....	4
BOOK ENTRY-ONLY SYSTEM.....	4
PLAN OF FINANCING .....	7
Outstanding Obligations.....	7
Additional Obligations .....	7
Reserve Fund.....	8
Costs of Issuance.....	8
ESTIMATED SOURCES AND USES OF FUNDS.....	8
SECURITY FOR THE SERIES 2016 SENIOR LIEN BONDS .....	9
In General.....	9
Senior Lien Debt Service Reserve Subaccount.....	9
THE TIF AREA .....	10
In General.....	10
Existing Development in the TIF Area .....	13
Future Development in the TIF Area .....	14
Principal Taxpayers in the TIF Area .....	15
Historical Incremental Taxes in the TIF Area.....	15
TIF Area Financial Statements.....	16
Projected Incremental Taxes in the TIF Area .....	16
Estimated Debt Service Coverage.....	17
THE DEVELOPER.....	17
THE VILLAGE.....	17
General Description .....	17
Village Organization and Administration .....	18
Selected Socio-Economic and Demographic Characteristics .....	18
Employment .....	19
Current Economic Development Programs.....	19
Bartlett Town Center.....	20
Property Tax Levies .....	20
Equalized Assessed Valuation .....	20
Tax Rates.....	21

REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION .....	21
Tax Levy and Collection Procedures .....	21
Exemptions.....	22
Truth in Taxation Law .....	23
SALES TAX LEVY AND COLLECTION PROCEDURES .....	23
TAX INCREMENT FINANCING IN ILLINOIS .....	23
RISKS TO BONDHOLDERS REGARDING THE TIF AREA .....	25
Limited Source of Funds.....	25
Risk of Delay in Payment of Incremental Property Taxes.....	25
Assumptions in Estimate of Incremental Property Tax Projections.....	25
Information Not Verified .....	26
Risk of Natural Disaster .....	26
Reliance on Major Taxpayers .....	26
Risk of Failure to Maintain Levels of Assessed Valuations .....	26
Risks Associated with Generation of Incremental Property Taxes.....	26
Environmental Risks .....	27
Risk of Legislative and Judicial Changes .....	27
Risk of Change in Incremental Property Taxes .....	27
Risks to Bondholders Regarding Collections of Incremental Property Taxes.....	28
TAX EXEMPTION .....	29
LITIGATION.....	31
General.....	31
The Series 2016 Senior Lien Bonds.....	31
CONTINUING INFORMATION.....	31
CERTAIN LEGAL MATTERS.....	31
UNDERWRITING.....	32
NO RATING.....	32
MISCELLANEOUS .....	32
AUTHORIZATION.....	32
APPENDIX A Financial Feasibility Report	
APPENDIX B Financial Statements of TIF Area	
APPENDIX C Bond Ordinance	
APPENDIX D Indenture	
APPENDIX E Form of Opinion of Bond Counsel	

**\$9,000,000\***  
**Village of Bartlett**  
**Cook, DuPage and Kane Counties, Illinois**  
**Senior Lien Tax Increment Revenue Bonds,**  
**Series 2016 (Bartlett Quarry Redevelopment Project)**

**INTRODUCTION**

The purpose of this Limited Offering Memorandum, including the cover page and the Appendices hereto and made a part hereof, is to set forth information in connection with the offering by the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village"), of its \$ \_\_\_\_\_ Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project) (the "Series 2016 Senior Lien Bonds").

The Series 2016 Senior Lien Bonds are secured by (i) certain incremental property and sales taxes derived from the Bartlett Quarry Redevelopment Project Area of the Village (the "TIF Area") and (ii) the amounts on deposit in and to the credit of the various funds and accounts of the special tax allocation fund of the Village created for the TIF Area, all in the priority of lien and as provided in the Indenture (as hereinafter defined). The Series 2016 Senior Lien Bonds are not a general obligation of the Village.

Capitalized terms used herein without definition shall have the meanings accorded such terms in the hereinafter defined Bond Ordinance and Indenture (together, the "Bond Documents"), which are attached hereto as "APPENDIX C — BOND ORDINANCE" and "APPENDIX D — INDENTURE."

The Village is a home rule unit of government under the 1970 Constitution of the State of Illinois. The Village occupies approximately 16 square miles located in Hanover, Wayne, St. Charles and Elgin Townships in Cook, DuPage and Kane Counties, Illinois, and is located approximately 31 miles northwest of downtown Chicago. See "THE VILLAGE."

The proceeds of the Series 2016 Senior Lien Bonds will be used to (i) refund on a current basis all of the Village's outstanding Subordinate Lien Tax Increment Revenue Note, Series 2007 (Bartlett Quarry Redevelopment Project Area) (the "2007 Prior Note") (the "Refunding"); (ii) to pay or reimburse certain redevelopment project costs; (iii) fund a debt service reserve fund; and (iv) pay certain costs of issuance of the Series 2016 Senior Lien Bonds. See "PLAN OF FINANCING."

The Village previously issued its \$26,000,000 original principal amount of Senior Lien Tax Increment Revenue Refunding Bonds, Series 2007 (Bartlett Quarry Redevelopment Project) (the "Series 2007 Senior Lien Bonds") pursuant to the Indenture, \$16,615,000 of which are currently outstanding and are secured under the Indenture on a parity with the Series 2016 Senior Lien Bonds.

Contemporaneously with the issuance of the Series 2016 Senior Lien Bonds, the Village intends to issue pursuant to the Indenture, not to exceed \$11,500,000\* Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project) (the "Series 2016 Subordinate Lien Note") to finance certain redevelopment project costs. The Series 2016 Subordinate Lien Note will be issued as a draw down note and will be secured by certain incremental property taxes subordinate to the payment of the Series 2007 Senior Lien Bonds and the Series 2016 Senior Lien Bonds and subordinate to any future junior lien bonds that may be issued under the Indenture. To date, no Incremental Sales Taxes have been generated within the TIF Area.

---

\* Preliminary, subject to change.

All references herein to laws, agreements and documents are qualified in their entirety by reference to the definitive forms thereof, and all references to the Series 2016 Senior Lien Bonds are further qualified by reference to the information with respect thereto contained in the Bond Documents. Copies of the Bond Documents are available for inspection at the office of the Village Clerk, Bartlett, Illinois. All statements, information and statistics herein are believed to be correct but are not guaranteed by William Blair & Company, L.L.C. (the “Underwriter”) or the Village, and all expressions of opinion, whether or not expressly so stated, are intended merely as such and not as representations of fact. The information contained herein is provided as of the date hereof and is subject to change.

Included as Appendices to this Limited Offering Memorandum are the Opinion of Bond Counsel, the Bond Ordinance, the Indenture, the Financial Statements, and the Financial Feasibility Report (the “TIF Feasibility Report”) of Laube Capital Advisors LLC (the “TIF Consultant”).

## THE SERIES 2016 SENIOR LIEN BONDS

### Authorization

The Series 2016 Senior Lien Bonds are issued pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended (and particularly as supplemented by the home rule powers of the Village granted by Article VII, Section 6 of the 1970 Constitution of the State of Illinois, the “Act”), the hereinafter defined Indenture and a bond ordinance adopted by the President and Board of Trustees (the “Board”) on the 6th day of September, 2016 and approved by the Village President, as supplemented by a Bond Order and Notification of Sale, dated September \_\_, 2016 (the “Bond Ordinance”).

### Description

The Series 2016 Senior Lien Bonds will be dated as of the date of issuance (the “Dated Date”) and will mature as set forth on the cover page hereof. The Series 2016 Senior Lien Bonds will bear interest from the Dated Date, payable semiannually on each January 1 and July 1, commencing on January 1, 2017, at the rates set forth on the cover page hereof. Each Bond will bear interest from the later of its Dated Date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for. Interest on the Series 2016 Senior Lien Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Wells Fargo Bank, N.A. will serve as bond registrar and paying agent for the Series 2016 Senior Lien Bonds and is also acting as trustee (the “Trustee”), under an Amended and Restated Indenture of Trust dated as of August 1, 2007, by and between the Village and the Trustee, as supplemented by the First Supplemental Trust Indenture dated as of September 1, 2016 (collectively, the “Indenture”) which secures the Series 2016 Senior Lien Bonds, the Series 2007 Senior Lien Bonds and the Series 2016 Subordinate Lien Note.

The Series 2016 Senior Lien Bonds will be issued only as fully registered bonds in denominations of \$100,000 or integral multiples of \$5,000 in excess thereof. The Series 2016 Senior Lien Bonds will be initially registered through a book-entry only system operated by The Depository Trust Company, New York, New York, (“DTC”), which will act as securities depository for the Series 2016 Senior Lien Bonds. The Series 2016 Senior Lien Bonds will be initially registered in the name of Cede & Co., as registered owner and nominee of DTC. Purchasers of the Series 2016 Senior Lien Bonds will not receive physical delivery of the bond certificates representing their beneficial ownership interests. Details of payments of the Series 2016 Senior Lien Bonds and the book-entry-only system are described below under “BOOK-ENTRY SYSTEM.”

As provided in the Bond Documents and subject to certain limitations and payment of certain taxes or other governmental charges set forth in the Bond Documents, the Series 2016 Senior Lien Bonds are transferable or exchangeable by the registered owner at the principal office maintained for the purpose by the Trustee after notice of the redemption of all or a portion thereof has been mailed. The Trustee shall not be required to transfer or exchange any Series 2016 Senior Lien Bond during a period of 15 days next preceding the mailing of a notice of redemption which could designate for redemption all or a portion of such Series 2016 Senior Lien Bond.

Principal of and redemption premium, if any, on the Series 2016 Senior Lien Bonds will be payable only upon presentation and surrender when due at the principal office maintained for the purpose by the Trustee. Interest on each Series 2016 Senior Lien Bond will be payable on each interest payment date to the person in whose name the Series 2016 Senior Lien Bond is registered in the Bond Register, at the close of business on the 15th day of the month preceding any regularly scheduled interest payment date. Interest will be paid by check or draft mailed to such registered owner at such registered owner's address as it appears in the Bond Register.

**Mandatory Sinking Fund Redemption\***

The Series 2016 Senior Lien Bonds maturing on January 1, 2024\* are subject to mandatory sinking fund redemption and payment at maturity at a price of par plus accrued interest, without premium, to the extent set forth in the Indenture, on January 1, of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2018	120,000
2019	600,000
2020	750,000
2021	600,000
2022	750,000
2023	1,180,000
2024 (maturity)	5,000,000

If the Village redeems the Series 2016 Senior Lien Bonds subject to mandatory sinking fund redemption (the "Term Bonds") pursuant to optional redemption as described below or purchases Term Bonds of any maturity and cancels the same from funds in the Senior Lien Bond and Interest Subaccount, then an amount equal to the principal amount of the Term Bonds so redeemed or purchased shall be deducted from the mandatory sinking fund redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the Village shall determine. If the Village redeems Term Bonds pursuant to optional redemption or purchases Term Bonds of any maturity and cancels the same from moneys other than in the Senior Lien Bond and Interest Subaccount, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the Village shall determine.

**Optional Redemption**

The Series 2016 Senior Lien Bonds are also subject to optional redemption prior to maturity at the option of the Village, in whole or in part, on any date on or after January 1, 2022\*, at a redemption

---

\* Preliminary, subject to change.

price of 100% of the principal amount of the Series 2016 Senior Lien Bonds to be redeemed), plus accrued interest to the date of redemption.

### **Additional Bonds**

Pursuant to the Bond Ordinance, the Village may issue Additional Bonds which share ratably and equally in the Pledged Taxes with the Series 2007 Senior Lien Bonds and the Series 2016 Senior Lien Bonds, but only upon compliance with all of the following conditions:

(1) All deposits and credits required to be made into the Senior Lien Bond and Interest Subaccount and the Senior Lien Reserve and Redemption Account of the Public Redevelopment Projects Account of the Special Tax Allocation Fund shall have been made up to and including the date of adoption of any such ordinance authorizing the issuance of Additional Bonds.

(2) (a) The Village shall have provided to the Trustee a certificate of a Designated Officer to the effect that the aggregate annual amount of Pledged Taxes deposited to the credit of the Public Redevelopment Projects Account of the Special Tax Allocation Fund for the completed Tax Year immediately preceding the date of adoption of any ordinance authorizing the issuance of Additional Bonds shall have been equal to at least 150% of Maximum Annual Debt Service calculated for all succeeding years on all Series 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds then outstanding and the Additional Bonds then proposed to be issued, or

(b) the Village shall have provided to the Trustee a report of a nationally recognized Independent consultant, knowledgeable as to urban redevelopment, tax increment financing and municipal finance, which includes the information and conclusions as follows:

(i) a description of the purposes for which such Additional Bonds are to be issued; and

(ii) a statement that, in such Independent consultant's opinion, based upon his or her review of executed redevelopment agreements and such other documents as he or she reasonably deems pertinent, Pledged Taxes to be generated will be equal to at least 150% of actual annual debt service calculated for all succeeding years on all Series 2007 Senior Lien Bonds and Series 2016 Senior Lien Bonds then outstanding and the Additional Bonds proposed to be issued.

In addition, the Village specifically reserves the right to issue subordinated obligations from time to time for the purposes authorized.

### **BOOK ENTRY-ONLY SYSTEM**

THE INFORMATION PROVIDED IMMEDIATELY BELOW CONCERNING DTC AND THE BOOK-ENTRY-ONLY SYSTEM, AS IT CURRENTLY EXISTS, IS BASED SOLELY ON INFORMATION PROVIDED BY DTC AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY, THE UNDERWRITER OR THE VILLAGE.

---

\* Preliminary, subject to change.

Ownership interests in the Series 2016 Senior Lien Bonds will be available to purchasers only through a book-entry system (the “Book-Entry System”) maintained by The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository for the Series 2016 Senior Lien Bonds. The Series 2016 Senior Lien Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued in the aggregate principal amount of the Series 2016 Senior Lien Bonds of each maturity and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2016 Senior Lien Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2016 Senior Lien Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2016 Senior Lien Bonds, except in the event that use of the book-entry system for the Series 2016 Senior Lien Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2016 Senior Lien Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2016 Senior Lien Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such the Series 2016 Senior Lien Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2016 Senior Lien Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Series 2016 Senior Lien Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Series 2016 Senior Lien Bonds may wish to ascertain that the nominee holding the Series 2016 Senior Lien Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2016 Senior Lien Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2016 Senior Lien Bonds unless authorized by a Direct Participant in accordance with DTC's Money Market Instrument Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Village as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2016 Senior Lien Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, redemption proceeds, and interest payments on the Series 2016 Senior Lien Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Village or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee or the Village, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, redemption proceeds and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Village or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2016 Senior Lien Bonds at any time by giving reasonable notice to the Village or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The Village may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

NEITHER THE VILLAGE, THE UNDERWRITER NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY SUCH DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (2) THE PAYMENT BY ANY PARTICIPANT OF ANY AMOUNT

DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF OR INTEREST OR PREMIUM ON THE SERIES 2016 SENIOR LIEN BONDS; (3) THE DELIVERY BY ANY SUCH DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (4) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2016 SENIOR LIEN BONDS; OR (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

### **PLAN OF FINANCING**

The proceeds of the Series 2016 Senior Lien Bonds will be used to (i) currently refund all of the outstanding 2007 Prior Note; (ii) to pay or reimburse certain redevelopment project costs; (iii) fund a debt service reserve fund; and (iv) pay certain costs of issuance of the Series 2016 Senior Lien Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS.”

#### **Outstanding Obligations**

Pursuant to the Redevelopment Plan approved by the Village on July 6, 1999, the Village has issued the Series 2007 Senior Lien Bonds, the 2007 Prior Note and certain other obligations which have been retired, to pay certain costs connected with the development of the TIF Area and to refund certain obligations of the Village. The obligations which are currently outstanding in the following amounts are described below:

<u>Issue</u>	<u>Amount Outstanding</u>
Series 2007 Senior Lien Bonds	\$16,615,000
2007 Prior Note	6,264,800
<b>Total</b>	<b><u>\$22,879,800</u></b>

Concurrently with the issuance of the Series 2016 Senior Lien Bonds the Village will apply a portion of the Series 2016 Senior Lien Bond proceeds to the retirement of all of the outstanding 2007 Prior Note. In addition, the Village will issue its Series 2016 Subordinate Lien Note as described under the caption “INTRODUCTION”. Following the Refunding, the Series 2016 Senior Lien Bonds, the Series 2016 Subordinate Lien Note and the Series 2007 Senior Lien Bonds will be the only outstanding obligations of the Village secured, in whole or in part, by the Pledged Taxes. The Series 2016 Subordinate Lien Note is subordinate to the Series 2016 Senior Lien Bonds and Series 2007 Senior Lien Bonds in its claim to payment from the Incremental Taxes. See “THE TIF AREA — Existing Development in the TIF Area.” The Series 2016 Subordinate Lien Note will be secured under the Indenture and is subordinate in payment from Incremental Taxes to any senior lien bonds and junior lien bonds that are issued or may hereafter be issued, is payable solely from amounts deposited to the General Account, and is not subject to the requirements for Additional Bonds under the Indenture. See “THE SERIES 2016 SENIOR LIEN BONDS – Additional Bonds.”

#### **Additional Obligations**

Pursuant to the Redevelopment and Financing Agreement dated as of November 4, 1999 (the “Redevelopment Agreement”) between the Village and Elmhurst-Chicago Stone Company, a corporation duly organized and validly existing under the laws of the State of Delaware (the “Developer”), the Village

has agreed to pay or reimburse the Developer for costs incurred in connection with the TIF Area in an amount not to exceed \$30,004,080, which can be paid from the proceeds of either bonds or notes secured by the Pledged Taxes. In furtherance of this undertaking, the Village expects to issue the Series 2016 Subordinate Lien Note and may in the future issue additional parity bonds and subordinate lien tax increment revenue notes to finance additional costs associated with the development of the TIF Area, subject to such cap. See “THE TIF AREA — Future Development in the TIF Area.” As permitted under the TIF Act, the Village has increased the amount originally budgeted for investment by the cost of inflation plus an amount not exceeding an additional 5%. Pursuant to Ordinance No. 2016-62, and based on the Consumer Price Index the budget has been increased from \$30,000,000 to \$44,000,000. The Village has provided notice to the appropriate taxing bodies of such increased budget.

**Reserve Fund**

The Village has created the Senior Lien Debt Service Reserve Subaccount to be held by the Trustee as a separate and segregated trust fund for the sole benefit of the Senior Lien Bondholders. The Senior Lien Debt Service Reserve Requirement for the Series 2016 Senior Lien Bonds is equal to \$900,000.00\* (the “Senior Lien Debt Service Reserve Requirement”). On the date of closing of the Series 2016 Senior Lien Bonds, this amount will be deposited from proceeds of the Series 2016 Senior Lien Bonds into the Senior Lien Debt Service Reserve Subaccount. See “SECURITY FOR THE SERIES 2016 SENIOR LIEN BONDS — Senior Lien Debt Service Reserve Subaccount.”

**Costs of Issuance**

The remaining portion of the proceeds of the Series 2016 Senior Lien Bonds will be used to pay other financing costs, legal, professional and administrative costs, and other expenses relating to the issuance of the Series 2016 Senior Lien Bonds.

**ESTIMATED SOURCES AND USES OF FUNDS†**

**Sources of Funds**

Bond Proceeds	\$ <u>9,000,000.00</u>
Total Sources	\$ 9,000,000.00

**Uses of Funds**

Refunding of 2007 Prior Note	\$ 6,246,174.00
Deposit to Project Fund	1,574,326.00
Deposit to Debt Service Reserve Fund	900,000.00
Costs of Issuance	<u>279,500.00</u>
Total Uses	\$ 9,000,000.00

---

\* Preliminary, subject to change.

† Preliminary, subject to change.

## SECURITY FOR THE SERIES 2016 SENIOR LIEN BONDS

### In General

The principal of, premium, if any, and interest on the Series 2016 Senior Lien Bonds are payable solely and only from (i) Eighty-seven and one-half percent (87.50%) of the ad valorem taxes (said portion being the “Limited Incremental Property Taxes”), if any, arising from taxes levied by any and all taxing districts or municipal corporations having the power to tax real property upon taxable real property in the TIF Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the TIF Area over and above the initial equalized assessed valuation of each such piece of property as provided in the Act (the “Incremental Property Taxes”), (ii) Fifty percent (50%) of the increase (said portion being the “Limited Incremental Sales Taxes”), if any, in distributions by the State from the Local Government Distributive Fund of Sales Taxes levied in the TIF Area over and above the amount, if any, of such distributions in calendar year 2000; “Sales Taxes” are generally applicable sales taxes collected by the State and levied pursuant to the Use Tax Act, as amended, the Service Use Tax Act, as amended, the Service Occupation Tax Act, as amended, and the Retailers’ Occupation Tax Act, as amended (the “Incremental Sales Taxes”) (see “SALES TAX LEVY AND COLLECTION PROCEDURES”) (the Incremental Property Taxes and the Incremental Sales Taxes being, collectively, the “Incremental Taxes”), and (iii) the amounts on deposit in and pledged to certain of the various funds and accounts of the special tax allocation fund heretofore created for the TIF Area, all in the priority of lien and as provided in the Indenture. To date, no Incremental Sales Taxes have been generated within the TIF Area. The Limited Incremental Property Taxes and the Limited Incremental Sales Taxes constitute, collectively, the “Pledged Taxes.” For the prompt payment of the Bonds, both principal and interest, as aforesaid, at maturity, the Pledged Taxes have been irrevocably pledged.

The Series 2016 Senior Lien Bonds are not a general obligation of the Village and do not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation. No holder of the Series 2016 Senior Lien Bonds shall have the right to compel the exercise of any taxing power of the Village for payment of principal or interest or premium, if any, thereon.

The Indenture details the flow of funds for the Incremental Taxes. See “APPENDIX D — INDENTURE.” The flow of funds can be summarized as follows:

- (i) Special Tax Allocation Fund;
- (ii) Public Redevelopment Projects Account;
- (iii) Program Expenses Subaccount;
- (iv) Senior Lien Bond and Interest Subaccount;
- (v) Senior Lien Debt Service Reserve Subaccount;
- (vi) Junior Lien Bond and Interest Subaccount (if any);
- (vii) Junior Lien Debt Service Reserve and Redemption Subaccount (if any);
- (viii) General Subaccount.

### Senior Lien Debt Service Reserve Subaccount

The Trustee shall establish and maintain the Senior Lien Debt Service Reserve Subaccount separate from any other fund established and maintained under the Indenture. On the date the Series 2016 Senior Lien Bonds are issued, as the Village will direct, there will be deposited into the Senior Lien Debt Service Reserve Subaccount an amount sufficient to establish a balance on deposit in and to the credit of the Senior Lien Debt Service Reserve Subaccount equal to the Senior Lien Debt Service Reserve Requirement. The Senior Lien Debt Service Reserve Requirement is an amount equal to the aggregate of

each Debt Service Reserve Requirement as defined in any Bond Ordinance authorizing the issuance of a Series of Senior Lien Bonds. In connection with the issuance of the Series 2007 Senior Lien Bonds, \$2,600,000 was deposited to the Senior Lien Debt Service Reserve Subaccount. In connection with the issuance of the Series 2016 Senior Lien Bonds, an additional deposit of \$\_\_\_\_\_ \* will be made to such account. After crediting Incremental Taxes first, to the Program Expenses Subaccount, and second, to the Senior Lien Bond and Interest Subaccount, the Trustee shall next credit the balance of the Incremental Taxes to the Senior Lien Debt Service Reserve Subaccount until the amount to the credit of the Senior Lien Debt Service Reserve Subaccount aggregates the Senior Lien Debt Service Reserve Requirement. Thereafter no such payments shall be made into the Senior Lien Debt Service Reserve Subaccount except that when any money is paid out of said account payments shall be resumed and continued until such account has been restored to an aggregate amount equal to the Senior Lien Debt Service Reserve Requirement. Moneys on deposit in the Senior Lien Debt Service Reserve Subaccount may be used to redeem the Senior Lien Bonds and shall be transferred by the Trustee to the Senior Lien Bond and Interest Subaccount as may be necessary from time to time to prevent or to remedy a default in the payment of principal of or interest or premium, if any, on the Series 2016 Senior Lien Bonds. Moneys on deposit in said account will be used to pay principal of and interest on the Series 2016 Senior Lien Bonds coming due at their maturity on January 1, 2024.

## THE TIF AREA

### In General

The TIF Area consists of approximately 705 acres and is bound by West Bartlett Road to the north, the Litchfield Estates subdivision to the east, Stearns Road to the south, and the EJ&E railroad to the west. Approximately 543 acres are located in DuPage County and approximately 162 acres are located in Cook County. The TIF Area was established by the Village on July 6, 1999.

The Village and the Developer entered into the Redevelopment Agreement in order to reclaim a sand and gravel extraction facility (the “Quarry”) operated by the Developer into a viable industrial business park, called Brewster Creek Business Park (the “Business Park”). The proceeds from the sale of the Series 2000 Bonds were applied pursuant to the Act to (i) the redevelopment of a portion of the TIF Area, including, but not limited to, site preparation and reclamation, wetland mitigation, the construction, acquisition and installation of public infrastructure improvements including water and sewer mains, storm sewers, roadways, traffic signalization, landscaping in the public rights-of-way and related costs.

Over 7.9 million cubic yards of fill earthen material was used to re-grade the Quarry site in order to make the site practical for redevelopment. In order to ensure that such fill is environmentally sound, the Developer has entered into an agreement with V3 Construction Group (the “Environmental Consultant”) pursuant to the terms of which the Environmental Consultant reviews all fill prior to its importation to the Quarry site. Procedures employed by the Environmental Consultant in this review process include: (i) all contractors are notified prior to importing material that only clean structural fill will be accepted, and Phase I environmental assessments from the exporting sites are requested and reviewed by the Environmental Consultant; (ii) whenever possible, soil borings of the exporting site are reviewed by the Environmental Consultant for suitability of fill material prior to accepting the material as structural fill; (iii) visits to the exporting sites are made by the Environmental Consultant to observe the type of fill material being delivered to the Quarry site; (iv) periodic on-site observation of the imported material is conducted by the Environmental Consultant; and (v) material not deemed acceptable by the

---

\* Preliminary, subject to change.

Environmental Consultant or the Developer is rejected as structural fill and not allowed to be dumped on the Quarry Site.

Now home to approximately 75 businesses in 37 buildings, the pace of construction in the Business Park is continuous. The Village approved over 1.1 million square feet of development in nine projects for the period 2015–2016. Three more applications will be received in 2017, which promises another record-breaking year in terms of both approved and constructed projects in the Business Park. Notable companies including Greco & Sons, Midwest Molding, Get Fresh Produce, Rana Meal Solutions, Cheese Merchants of America, Promark International, Herrmann Ultrasonics, U.S. Wittenstein, Five Star Safety Equipment and many others have selected the Business Park for their new location. See “THE TIF AREA — Existing Development in the TIF Area.”

As site preparation activities are completed for each phase of the Business Park, the land will be subdivided into sites suitable for either industrial or business uses. Generally, those areas in DuPage County, south of the Commonwealth Edison right-of-way, contain larger, industrial sites, [57]% of which have been developed. The DuPage County portion of the TIF Area comprises a significantly larger portion of the TIF Area and is expected to be developed prior to those parcels located within Cook County. Those portions of the TIF Area which are located in Cook County remain undeveloped and will be developed as market conditions dictate. This area is closer to nearby residential areas and is therefore suitable for less intensive uses. A large detention/wetland area is included in the northeast corner of the Cook County portion of the TIF Area.

The Site Map on the following page delineates those portions of the Business Park which are developed and undeveloped.



Notes:



 V3 Construction Group, Ltd.  
 7200 Lundy Avenue  
 Woodridge, IL 60517  
 800.724.9200 ext 200  
 800.124.2002 ext  
 www.v3cg.com

**Brewster Creek Business Park**  
 Building Exhibit DuPage County

08/25/2016

T.K.

NTS

### Existing Development in the TIF Area

The following table sets forth, by lot, the status of existing development in the TIF Area. [TO BE UPDATED]

<u>Lot #</u>	<u>PIN</u>	<u>Taxpayer Name</u>	<u>Parcel Area (AC)</u>	<u>Status of Development<sup>(1)</sup></u>
ROW	01-04-106-002	Com Ed ROW	18.26	Completely Developed
13	01-04-106-004	Elmhurst Chicago Stone	7.61	Completely Developed
14C	01-04-110-002	Triple J Properties LLC	2.24	Completely Developed
21	01-04-307-018	JT & A Investment LLC	2.85	Completely Developed
19	01-04-307-029	CSD Realty Inc	1.64	Completely Developed
16C	01-04-307-030	G K Haus LLC	2.95	Completely Developed
16D	01-04-307-035	Kudron Family LP	1.94	Completely Developed
26	01-04-308-006	Yoeung, Sothormea	1.91	Completely Developed
24	01-04-308-009	U-Ten Holdings LLC	2.09	Completely Developed
23	01-04-308-014	J & T Ent	1.54	Completely Developed
15A, part 23	01-04-308-017	Smith-Victor Corp	4.94	Completely Developed
20, 1 of 13	01-04-309-001	Vivacqua, Aurelio	0.19	Completely Developed
20, 2 of 13	01-04-309-002	Slomiany, Daniel H	0.11	Completely Developed
20, 3 of 13	01-04-309-003	Brsiewicz, Robert W	0.11	Completely Developed
20, 4 of 13	01-04-309-004	Pish, Nancy M	0.11	Completely Developed
20, 5 of 13	01-04-309-005	Zampano, Anthony	0.11	Completely Developed
20, 6 of 13	01-04-309-006	Hancock Jr., William	0.11	Completely Developed
20, 7 of 13	01-04-309-007	Marchese, Rocco & Karen	0.19	Completely Developed
20, 8 of 13	01-04-309-008	Greco, Anthony	0.11	Completely Developed
20, 9 of 13	01-04-309-009	Barthelemy Holdings LLC	0.11	Completely Developed
20, 10 of 13	01-04-309-010	Biago Land Corp	0.11	Completely Developed
20, 11 of 13	01-04-309-011	Block, Randell R	0.11	Completely Developed
20, 12 of 13	01-04-309-012	Laris, Peter N	0.11	Completely Developed
20, 13 of 13	01-04-309-013	La Mack, William J	0.22	Completely Developed
18, 1 of 12	01-04-310-001	Raleigh, Mark and Susan	0.16	Completely Developed
18, 2 of 12	01-04-310-002	Bartlett Properties, LLC	0.14	Completely Developed
18, 3 of 12	01-04-310-003	Rotondi, Vito	0.19	Completely Developed
18, 4 of 12	01-04-310-004	Tech Center LLC	0.19	Completely Developed
18, 5 of 12	01-04-310-005	Tech Center LLC	0.11	Completely Developed
18, 6 of 12	01-04-310-006	Case, Arnold and Anne	0.18	Completely Developed
18, 7 of 12	01-04-310-007	Frank, Jack	0.16	Completely Developed
18, 8 of 12	01-04-310-008	Frank, Jack	0.14	Completely Developed
18, 9 of 12	01-04-310-009	Frank, Jack	0.11	Completely Developed
18, 10 of 12	01-04-310-010	Brown, Keith A	0.11	Completely Developed
18, 11 of 12	01-04-310-011	Tenney, Dorothy A	0.11	Completely Developed
18, 12 of 12	01-04-310-012	Steinke, Frank	0.18	Completely Developed
16B, 1 of 4	01-04-311-001	Blazyk, Richard	0.87	Completely Developed
16B, 2 of 4	01-04-311-002	Piazza, Charles	0.98	Completely Developed
16B, 3 of 4	01-04-311-003	K4 Partners LLC	0.32	Completely Developed
16B, 4 of 4	01-04-311-004	Foxfield Properties LLC	0.32	Completely Developed

<sup>(1)</sup> As defined in the TIF Feasibility Report. See "APPENDIX A".

<u>Lot #</u>	<u>PIN</u>	<u>Taxpayer Name</u>	<u>Parcel Area (AC)</u>	<u>Status of Development<sup>(1)</sup></u>
25, 1 of 8	01-04-312-001	Brewster Commercial Bldgs	0.46	Completely Developed
25, 2 of 8	01-04-312-002	Costentino, Nick	0.31	Completely Developed
25, 3 of 8	01-04-312-003	Olsen Partnership	0.29	Completely Developed
25, 4 of 8	01-04-312-004	Mitchell, Kenneth & Diana	0.25	Completely Developed
25, 5 of 8	01-04-312-005	Burseth, Eric & Cheryl	0.25	Completely Developed
25, 6 of 8	01-04-312-006	Brewster Commercial Bldgs	0.46	Completely Developed
25, 7 of 8	01-04-312-007	Streets, Ronald W	0.31	Completely Developed
25, 8 of 8	01-04-312-008	Wingnut Partners LLC	0.27	Completely Developed
5	01-05-101-005	Elmhurst Chicago Stone	11.74	Completely Developed
3	01-05-101-007	Elmhurst Chicago Stone	12.50	Completely Developed
ROW	01-05-201-003	Com Ed ROW	6.22	Completely Developed
2	01-05-301-006	Allied Asphalt Paving Co.	16.26	Completely Developed
1B	01-05-301-009	Elmhurst Chicago Stone	5.00	Completely Developed
16E South	01-04-106-008	Rashtoman LLC	1.76	Completely Developed
17, 1 of 7	01-04-313-001	RSG Holdings LLC	0.29	Completely Developed
17, 2 of 7	01-04-313-002	Club Meadow LLC	0.78	Completely Developed
17, 3 of 7	01-04-313-003	Club Meadow LLC	0.78	Completely Developed
17, 4 of 7	01-04-313-004	Club Meadow LLC	0.95	Completely Developed
17, 5 of 7	01-04-313-005	Bartlett Animal Prop LLC	0.38	Completely Developed
17, 6 of 7	01-04-313-006	Club Meadow LLC	0.62	Completely Developed
17, 7 of 7	01-04-313-007	Baird, Dan	0.48	Completely Developed
4E	01-05-101-010	Reif LLC	2.51	Completely Developed
4A	01-05-101-013	Midwest Investments LLC	5.95	Completely Developed
4D	01-05-101-016	Elmhurst Chicago Stone	4.29	Completely Developed
6A	01-05-200-006	Reif LLC	2.23	Completely Developed
8A	01-05-201-006	Elmhurst Chicago Stone	16.56	Completely Developed
7D to 7G	01-05-202-003	Club Meadow LLC	7.92	Completely Developed
1A	01-05-301-008	Cabot LLC	15.88	Completely Developed
7	01-05-202-009			
4f	01-05-202-011			
4d	01-05-101-016			
9L	01-05-202-008			
9b-1	01-05-204-005			
22c	01-04-109-006			

### **Future Development in the TIF Area**

Approximately 156.41 acres and approximately 14 parcels in the TIF Area remain for future development, all of which is anticipated to occur by 2018–2019. The Developer expects to finance such development through a combination of Developer equity and bank debt. The TIF Consultant has assumed full development of the parcels within the TIF Area identified in the chart under the caption “Existing Development in the TIF Area,” above, over the remaining life of the TIF Area. Additionally, the TIF Consultant has provided expected equalized assessed valuations for such parcels within the TIF Area through the remaining life of the TIF Area. See “APPENDIX A – FINANCIAL FEASIBILITY REPORT.”

### Principal Taxpayers in the TIF Area

The TIF Area currently has over [ ] tax parcels. Some of the tax parcels have common ownership. The ten largest taxpayers within the TIF Area including those parcels with common ownership include:

<u>Taxpayer</u>	<u>2015 EAV</u>
280 Westgate Drive LP	\$3,720,060
Elmhurst Chicago Stone	3,376,975
Exeter 1350 Munger LLC	3,287,780
Brewster Creek of IL LLC	3,230,260
Rana Real Estate LLC	3,131,370
Cabot II IL1B01 LLC	2,950,990
Tube Way Drive LLC	2,905,100
Auto Truck Group LLC	2,086,690
Midwest Investments LLC	1,418,410
Guanci & Guanci LP	1,367,430
Total EAV for TIF Area (DuPage and Cook Counties)	<u>\$27,475,065</u>
Top ten taxpayers as a % of total 2015 TIF Area EAV	<u>55.54%</u>

### Historical Incremental Taxes in the TIF Area

(DuPage County portion)

<u>Year</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Current EAV	\$51,146,650	\$47,852,600	\$46,385,620	\$41,657,520	\$40,167,950	\$41,001,660	\$48,566,810
New Construction							
Base EAV	1,712,781	1,708,111	1,706,931	1,783,381	1,777,641	1,775,081	1,785,396
Increment	49,433,869	46,144,489	44,678,689	39,874,139	38,390,309	39,226,579	46,781,414
Tax Rate	7.1169	7.6127	8.7331	10.1029	11.8336	10.1156	10.5787
Incremental Taxes	3,518,159	3,512,842	3,901,835	4,028,444	4,542,956	3,968,004	4,948,865
Village portion (12.5%)	<u>439,770</u>	<u>439,105</u>	<u>487,729</u>	<u>503,556</u>	<u>567,869</u>	<u>496,000</u>	<u>618,608</u>
Pledged Incremental Taxes (87.5%)	<u>3,078,389</u>	<u>3,073,736</u>	<u>3,414,105</u>	<u>3,524,889</u>	<u>3,975,086</u>	<u>3,472,003</u>	<u>4,330,257</u>

(Cook County portion)

<u>Year</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Current EAV	\$1,191,603	\$1,166,818	\$1,005,896	\$950,024	\$901,432	\$922,833	\$903,600
Base EAV	1,266,078	1,266,078	1,266,078	1,266,078	1,266,078	1,266,078	1,266,078
Increment	(74,475)	(99,260)	(260,182)	(316,054)	(364,646)	(343,245)	(362,478)
Tax Rate	7.415	8.512	9.452	10.912	12.649	12.849	13.291
Incremental Taxes	0	0	0	0	0	0	0
Village portion (12.5%)	0	0	0	0	0	0	0
Pledged Incremental Taxes (87.5%)	0	0	0	0	0	0	0

(Combined)

<u>Year</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Current EAV	\$52,338,253	\$49,019,418	\$47,391,516	\$42,607,544	\$41,069,382	\$41,924,493	\$49,470,410
Base EAV	2,978,859	2,974,189	2,973,009	3,049,459	3,043,719	3,041,159	3,051,474
Increment	49,359,394	46,045,229	44,418,507	39,558,085	38,025,663	38,883,334	46,418,936
Incremental Taxes	3,518,159	3,512,842	3,901,835	4,028,444	4,542,956	3,968,004	4,948,865
Village portion (12.5%)	<u>439,770</u>	<u>439,105</u>	<u>487,729</u>	<u>503,556</u>	<u>567,869</u>	<u>496,000</u>	<u>618,608</u>
Pledged Incremental Taxes (87.5%)	<u>3,078,389</u>	<u>3,073,736</u>	<u>3,414,105</u>	<u>3,524,889</u>	<u>3,975,086</u>	<u>3,472,003</u>	<u>4,330,257</u>

Source: Offices of the Cook and DuPage County Clerks

### TIF Area Financial Statements

[TIF Area Financial Statements for each of the fiscal years ending April 30, 2015 and April 30, 2014 are included in Appendix B hereto.]

### Projected Incremental Taxes in the TIF Area

Attached as Appendix A is the TIF Feasibility Report of the TIF Consultant which estimates the incremental property tax revenues to be generated for certain parcels within the TIF Area identified in the chart under the caption "Existing Development in the TIF Area," above, during the remaining life of the TIF Area. The TIF Feasibility Report sets forth the estimate assuming the development of all property in the TIF Area within DuPage County, but excluding property within Cook County.

## Estimated Debt Service Coverage

The following table projects incremental property tax revenue only from property in the TIF Area included in the TIF Feasibility Report. See "APPENDIX A."

Revenue Year Ending 12/31	<u>Available Revenues</u>			<u>Debt Service</u>					
	Bond Year Ending 7/1	Estimated Tax Increment	Trustee/ Admin Fees	Projected Total Revenues	Existing Debt Service	Principal	Interest	Capitalized Interest & Reserves	Total Debt Service
2016	2017	4,330,257	(11,951)	4,340,806	2,828,256			2,828,256	1.53
2017	2018	5,035,879	12,190	5,046,190	2,803,840			2,803,840	1.80
2018	2019	5,876,237	(12,434)	5,886,303	2,772,220			2,772,220	2.12
2019	2020	6,241,756	(12,682)	6,251,574	2,735,840			2,735,840	2.29
2020	2021	6,523,451	(12,936)	6,533,015	3,034,900			3,034,900	2.15
2021	2022	6,523,451	(13,195)	6,532,756	3,003,420			3,003,420	2.18
2022	2023	6,523,451	(13,459)	6,532,492	2,955,500			(900,000) 2,955,500	2.21
					20,133,976			20,133,976	1.53

(i) The Debt Service Reserve is equal to 10% of par.

## THE DEVELOPER

On May 24, 1883, Adolph Hammerschmidt purchased eleven acres of property for \$3,300, or \$300 per acre, in Elmhurst, Illinois. On the newly purchased property, Elmhurst-Chicago Stone Company was formed. The Developer has been a continuously owned family business for 124 years, and currently owns 1,204 acres of property.

The Developer currently operates three quarries in DuPage, Kane, Will, and LaSalle Counties, Illinois. The Developer processes sand, gravel and limestone at the two operating sites supplying material to the construction industry. In addition, the Developer operates four ready-mix facilities.

In 1989, the Developer formed a joint venture with LaSalle Partners and B.P. Amoco to develop its 700-acre quarry located in Warrenville, Illinois. With assistance from the Town of Warrenville, a TIF District was created on the site. The Warrenville quarry site was reclaimed as a commercial/office development. This highly successful project is known as Cantera.

In 1999, with assistance from the Village of Bartlett a TIF District was created for 705 acres of the Developer's property located in Bartlett, Illinois. The reclamation and development of this property known as Brewster Creek is progressing in an orderly fashion. The assessed valuation of the property as of the commencement of the project was \$3,500,000. It now exceeds \$49,450,000 and at its projected build-out, it is estimated to be \$73,150,000, all as further detailed in the TIF Feasibility Report. See "THE TIF AREA – In General."

## THE VILLAGE

### General Description

The Village of Bartlett, incorporated in 1891, is a home rule municipality under the Illinois Constitution. The Village is located in Cook, DuPage and Kane Counties, approximately 31 miles northwest of downtown Chicago. The Village is bordered by Elgin and Streamwood to the north, Hanover Park to the east, Wayne and Carol Stream to the south and South Elgin to the west. The Village

is located in Hanover, Wayne, St. Charles, and Elgin Townships. Village population was 41,208 in 2010 according to the U.S. Census, an increase from 36,706 in the 2000 U.S. Census.

The Village is situated for convenient access to the Northwest Tollway (four miles north of the Village); the East - West Tollway (ten miles south of the Village); I-290 (ten miles east of the Village); and the Elgin-O'Hare Expressway (one mile east of the Village). Additionally, the Village is served directly by Metra, a division of the Regional Transportation Authority.

Utilities servicing the Village include Northern Illinois Gas Company and Commonwealth Edison Company. The Village purchases a portion of its water from the City of Elgin and supplies a portion from municipal wells. The Village Sewer Department is responsible for sewage collection in DuPage County which is treated in the Village's 3.679 MGD treatment plant. The Cook County portion of sewage collection is treated by the Metropolitan Water Reclamation District. Fire protection service for the Village is provided by the Bartlett Fire Protection District. The Village has its own full-time police department, with 68 personnel.

Recreational opportunities are provided by the Bartlett Park District. Additionally, Village residents have convenient access to Cook, DuPage and Kane Counties Forest Preserves. Library services are provided by either the Bartlett or Gail Borden Public Library District. Residents of the Village are served by School District U46 and Elgin Community College (509).

As a result of a special census held in July 1993, the Village was certified as a home rule unit of government. As a home rule unit, the Village may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt.

### **Village Organization and Administration**

The Village has a Board/President form of government. A Village Clerk, six trustees and a Village President are elected in nonpartisan, at-large elections. They are elected for four year terms. Elections are staggered, with three trustees elected every two years and the Village Clerk and President elected every four years. Municipal elections occur in odd numbered years.

### **Selected Socio-Economic and Demographic Characteristics**

The following tables compare the population and selected socio-economic demographic characteristics for persons living within the Village, DuPage County, Cook County and the State of Illinois.

	<u>Median Home Value</u>	<u>Per Capita Income</u>	<u>Median Household Income</u>	<u>% Owner Occupied Housing</u>
Village of Bartlett	\$ 260,400	\$ 36,544	\$ 94,919	88.9%
DuPage County	279,700	38,931	79,016	73.8%
Cook County	222,200	30,468	54,828	57.6%
State of Illinois	175,700	30,019	57,166	66.9%

Source: 2010-2014 American Community Survey 5-Year Estimates and City-Data.com

	<b>2000 Population</b>	<b>2010 Population</b>	<b>% Change</b>
Village of Bartlett	36,706	41,208	12.3%
DuPage County	904,161	916,924	1.4%
Cook County	5,350,269	5,194,675	-2.9%
State of Illinois	12,419,293	12,830,632	3.3%

Source: U.S. Census Bureau

### Employment

Residents of the Village generally work in Chicago and the western suburbs. The following table lists some of the largest employers located in the Village.

<b>Employer</b>	<b>Product/Business</b>	<b>Approximate Employment</b>
Senior Operations, LLC	Company headquarters; metal bellows, flexible metal tubing for the automotive, diesel, medical power generation, renewable energy & semiconductor markets, etc.	450
Get Fresh Produce, Inc.	Fresh Produce	200
Greco & Sons	Company headquarters; Italian Foods	200
Midwest Molding, Inc.	Plastic injection molding; harnesses; welding	150
Sebert Landscaping Co.	Commercial landscaping design and installation services; snow removal services	150
Rana Meal Solutions, LLC	Pasta and sauce products	140
Auto Truck Group	Company headquarters; Truck bodies and equipment	110
ixmation Inc	Automated assembly systems, machinery, testing equipment	100
RGIS, LLC	Commercial inventory, merchandising, staffing services	100
Village Of Bartlett	Municipal Government	165

Sources: Village of Bartlett, 2016 Illinois Manufacturer's Directory, and 2016 Illinois Services Director

### Current Economic Development Programs

A strong local economy helps to support the Village's high quality of life. Located 21 miles west of O'Hare International Airport, the Village is committed to the success of businesses while maintaining a hometown feel. The Village offers its residents and businesses well-planned sustainable growth. At 16 square miles, the Village has been careful to balance the amount and type of land uses to complement one another and provide the opportunity for successful growth.

The development community finds the Village attractive for residential, commercial, office, light industrial and office headquarters opportunities. Easily accessible from all directions, in a growing, affluent area, the Village is home to national retail chains, privately owned specialty stores, manufacturers, distributors and professionals providing jobs and services to area residents.

## Bartlett Town Center

Bartlett Town Center is a mixed-use development in the heart of downtown Bartlett. A mixed-use project consisting of residential condominium and loft units, retail space and yet-to-be-built office space, Bartlett Town Center is helping to draw people into the downtown area. Businesses now open in the center include 2 Toots Train Whistle Grill, Marco's Pizza, D'licious Crepes and Roti, Arts In Bartlett Center for the Arts, Allstate Insurance, Lion's Barber Shop, and Bartlett Liquors. Additionally, in the fall of 2016, a new pub, O'Hare's, is expected to open.

## Property Tax Levies

The following table sets forth certain information concerning property tax levies, collections and property valuations in the Village.

Tax Levy Year/ <u>Collection</u> <u>Year</u>	<u>2011/12</u>	<u>2012/13</u>	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u> <sup>(1)</sup>
Equalized Assessed Valuation	1,160,701,012	1,059,006,604	959,330,352	950,037,843	957,991,785
Tax Extension/Net Certified to Collect	9,376,569	9,829,152	9,748,195	9,379,140	9,283,227
Total Taxes Collected During Year	9,295,788	9,787,885	9,672,257	1,823,691	
Total Collections as a Percentage of Extensions	99.14%	99.58%	99.22%	19.44%	

<sup>(1)</sup> Currently under collection

Source: Cook, DuPage, and Kane County Clerk and Treasurer Officers

## Equalized Assessed Valuation

The following table sets forth the amount of equalized assessed valuation of the Village by category for the tax levy years 2011 through 2015.<sup>(1)</sup>

	<u>2012</u>	<u>%</u>	<u>2012</u>	<u>%</u>	<u>2013</u>	<u>%</u>	<u>2014</u>	<u>%</u>	<u>2015</u>	<u>%</u>
Residential <sup>(2)</sup>	1,068,468,623	92.1	973,691,167	92.0	881,118,258	91.8	877,445,263	92.4	603,748,052	95.6
Commercial	64,745,980	5.6	59,328,296	5.6	54,207,036	5.7	52,523,598	5.5	25,927,122	4.1
Industrial	27,214,037	2.3	25,853,913	2.4	23,853,230	2.5	19,963,064	2.1	2,129,719	0.3
Railroad	272,372	0.0	133,228	0.0	151,828	0.0	105,918	0.0	108,294	0.0
Total	1,160,701,012	100	1,059,006,604	100	959,330,352	100	950,037,843	100	631,913,187	100
Cook County	-		-		-		-		326,078,598	
									957,991,785	

<sup>(1)</sup> These figures do not include the Incremental EAV of the TIF Area.

<sup>(2)</sup> Includes vacant, unimproved land

Source: Offices of the Cook, DuPage, and Kane County Clerk

## Tax Rates

The following table sets forth a detailed breakdown of the representative tax rates for property in the DuPage County portion of the TIF Area for 2011 through 2015.<sup>(1)</sup>

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<u>The Village</u>	\$ 0.782	\$ 0.920	\$ 0.991	\$ 0.919	\$ 0.915
DuPage County	0.171	0.193	0.204	0.206	0.197
DuPage Forest Preserve District	0.141	0.154	0.166	0.169	0.162
DuPage Airport	0.017	0.017	0.180	0.020	0.019
Wayne Township <sup>(2)</sup>	0.080	0.081	0.098	0.188	0.185
Bartlett Park District	0.589	0.649	0.752	0.710	0.723
Bartlett Fire Protection District	0.514	0.574	0.657	0.629	0.645
Bartlett Public Library District	0.263	0.292	0.323	0.361	0.333
Unit School District #46	5.831	6.371	6.409	6.413	6.833
Community College District #509	<u>0.446</u>	<u>0.522</u>	<u>0.571</u>	<u>0.501</u>	<u>0.567</u>
Composite Rate	\$ 8.833	\$ 9.772	\$ 10.350	\$ 10.116	\$ 10.579

<sup>(1)</sup> Total may not add due to rounding.

<sup>(2)</sup> CAFR does not include Bridge and Roads tax, which is included on the County Tax bill.

Source: DuPage County Clerk

## REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION

### Tax Levy and Collection Procedures

Local Assessment Officers determine the assessed valuation of taxable real property and railroad property not held or used for railroad operations. The Illinois Department of Revenue (the "Department") assesses certain other types of taxable property, including railroad property held or used for railroad operations. Local Assessment Officers' valuation determinations are subject to review at the county level and then, in general, to equalization by the Department. Such equalization is achieved by applying to each county's assessments a multiplier determined by the Department. The purpose of equalization is to provide a common basis of assessments among counties by adjusting assessments toward the statutory standard of 33-1/3% of fair cash value. Farmland is assessed according to a statutory formula which takes into account factors such as productivity and crop mix. Taxes are extended against the assessed values after equalization.

Property tax levies of each taxing body are filed in the office of the county clerk of each county in which territory of that taxing body is located. The county clerk computes the rates and amount of taxes applicable to taxable property subject to the tax levies of each taxing body and determines the dollar amount of taxes attributable to each respective parcel of taxable property. The county clerk then supplies to the appropriate collecting officials within the county the information needed to bill the taxes attributable to the various parcels therein. After the taxes have been collected, the collecting officials distribute to the various taxing bodies their respective shares of the taxes collected. Taxes levied in one calendar year are due and payable in two installments during the next calendar year. Taxes that are not paid when due, or that are not paid by mail and postmarked on or before the due date, are subject to a penalty of 1-1/2% per month until paid. Unpaid property taxes, together with penalties, interest and costs, constitute a lien against the property subject to the tax.

## Exemptions

The Illinois Constitution allows homestead exemptions for residential property. Pursuant to the Property Tax Code, property must be occupied by the owner as a principal residence on January 1 of the tax year for which the exemption will be claimed.

An annual General Homestead Exemption provides that the Equalized Assessed Valuation (“EAV”) of certain property owned and used exclusively for residential purposes (“Residential Property”) may be reduced by the amount of any increase over the 1977 EAV, up to a maximum reduction of \$7,000 for taxable years after tax year 2012 in counties with 3,000,000 or more inhabitants, and a maximum reduction of \$6,000 in all other counties (the “General Homestead Exemption”).

The Homestead Improvement Exemption applies to Residential Property that has been improved or rebuilt in the 2 years following a catastrophic event. The exemption is limited to \$45,000 through December 31, 2003, and \$75,000 per year beginning January 1, 2004 and thereafter, to the extent the assessed value is attributable solely to such improvements or rebuilding.

Additional exemptions exist for senior citizens. The Senior Citizens Homestead Exemption operates annually to reduce the EAV on a senior citizen’s (at least 65 years of age) home for tax years after 2012 by \$5,000 in counties with 3,000,000 or more inhabitants and by \$4,000 in all other counties. Furthermore, beginning with assessment year 2003, for taxes payable in 2004, property that is first occupied as a residence after January 1 of any assessment year by a person who is eligible for the Senior Citizens Homestead Exemption must be granted a pro-rata exemption for the assessment year based on the number of days during the assessment year that the property is occupied as a residence by a person eligible for the exemption.

A Senior Citizens Assessment Freeze Homestead Exemption freezes property tax assessments for homeowners who are 65 and older and have annual incomes of \$35,000 or less prior to tax year 1999, \$40,000 or less in tax years 1999 through 2003, \$45,000 or less in tax years 2004 and 2005, and \$50,000 or less in tax year 2006 and 2007, and \$55,000 or less in tax year 2008 and thereafter. In general, the Exemption limits the annual real property tax bill of such property by granting to qualifying senior citizens an exemption as to a portion of the valuation of their property. In counties of 3,000,000 or more inhabitants, the amount of the exemption for all taxable years is the EAV of the residence in the tax year for which the application is made less the base amount, which is the EAV of the senior citizen’s residence for the year prior to the year in which he or she first qualifies and applies for the Exemption (plus the EAV of improvements since such year). In all other counties, the amount of the exemption through tax year 2005 and for taxable year 2007 is the difference between (i) the current EAV of their residence and (ii) the base amount, which is the EAV of a senior citizen’s residence for the year prior to the year in which he or she first qualifies and applies for the Exemption (plus the EAV of improvements since such year). For tax year 2006 and thereafter, the amount of the exemption phases out as the amount of household income increases. The amount of the exemption is calculated by using the same formula as above, and then multiplying that answer by a ratio that varies according to household income.

Another exemption available to disabled veterans operates annually to exempt up to \$70,000 of the Assessed Valuation of property owned and used exclusively by such veterans or their spouses for residential purposes. Lastly, certain property is exempt from taxation on the basis of ownership and/or use, such as public parks, not-for-profit schools and public schools, churches, and not-for-profit hospitals and public hospitals.

As a home rule municipality, the Village has the ability to levy real property taxes on the taxable property within the Village, without limitation as to rate or amount.

### **Truth in Taxation Law**

Legislation known as the Truth in Taxation Law (the "Law") limits the aggregate amount of certain taxes which can be levied by, and extended for, a taxing district to 105% of the amount of taxes extended in the preceding year unless specified notice, hearing and certification requirements are met by the taxing body. The express purpose of the Law is to require published disclosure of, and hearing upon, an intention to adopt a levy in excess of the specified levels.

### **SALES TAX LEVY AND COLLECTION PROCEDURES**

The Retailer's Occupation Tax Act imposes a 6.25% tax ("ROT") on the occupation of making retail sales in Illinois of tangible personal property for use or consumption. The ROT is measured as a percentage of gross receipts, or the total selling price, and must be submitted by the retailer to the Department of Revenue. The Use Tax Act imposes a 6.25% tax ("UT") on the use in Illinois of tangible personal property purchased at a retail price from a retailer anywhere and is measured as a percentage of the selling price. Every retailer maintaining a place of business in Illinois must collect the applicable UT from purchasers. The retailer may keep the UT it collects to the extent it has paid ROT to the Department of Revenue on the property.

The Service Occupation Tax Act imposes a 6.25% tax ("SOT") on service occupations in Illinois. The SOT is imposed whenever servicemen purchase tangible personal property they intend to transfer at a later time as an incident to a sale of service and is measured by the retail selling price of the property transferred, which selling price cannot be less than the cost price of the property to the serviceman. The Service Use Tax Act imposes a 6.25% tax ("SUT") on the use in Illinois of real or tangible personal property acquired as an incident to the purchase of a service from a serviceman anywhere and is measured as a percentage of the retail selling price of property transferred incidentally to a sale of service, which price can be no more than the serviceman's cost price. A serviceman must pay the SOT to the Department of Revenue and collect the SUT from the purchaser, keeping any SUT to the extent he already paid SOT on the property.

Of the ROT, UT, SOT and SUT described above, an amount equal to one percent (1%) is attributable to local governments and is available to be treated as "Incremental Sales Taxes." To date, no Incremental Sales Taxes have been generated within the TIF Area.

### **TAX INCREMENT FINANCING IN ILLINOIS**

The Act authorizes the use of tax increment financing as a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop "blighted, "conservation" or "industrial park conservation" areas by financing redevelopment costs with incremental real estate tax revenues. Incremental real estate tax revenue is derived from the increase in the equalized assessed valuation of real property within the redevelopment project area over and above the equalized assessed valuation in effect at the time the redevelopment project area is designated. Any such increase in equalized assessed valuation above the certified initial equalized assessed valuation is then multiplied, on an annual basis, by the aggregate tax rate resulting from the levy of real property taxes by all units of local government having taxing power over that real property. The product of this calculation, net of loss in collection, is the amount of incremental real estate tax revenues generated within the redevelopment project area. See "REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION".

Tax increment financing does not generate revenues by increasing tax rates. Instead, it generates revenues by allowing a municipality to capture all revenues resulting from increases in the equalized assessed valuation within the area which has been designated for redevelopment. The incremental real estate tax revenue is deposited into a special allocation fund from which redevelopment project costs and principal of and interest on obligations issued to finance redevelopment project costs are paid. Under tax increment financing, all overlapping taxing districts continue to receive real estate tax revenue based on the certified initial equalized assessed valuation. When the amount of incremental real estate tax revenue applicable to the redevelopment project area is greater than the amount required to pay for expected redevelopment project costs and principal of and interest on obligations issued to pay such costs, the municipality is required to return such money to the county for distribution to the overlapping taxing districts. If a redevelopment plan and project so provides, a municipality may use incremental real estate tax revenue for eligible costs in a contiguous redevelopment project area or one separated only by a public right-of-way.

To finance redevelopment project costs, a municipality may issue obligations secured by the anticipated tax increment revenue generated within the redevelopment project area. These redevelopment project costs include, but are not limited to, costs of studies and surveys, costs associated with the acquisition of land, costs of rehabilitation or repair of existing public or private buildings, costs of construction of public works or improvements, costs of job training and retraining programs and financing costs. Subject to certain limitations, tax increment financing may also apply to certain interest costs incurred by the redeveloper of a project.

For an area to be designated as a tax increment financing redevelopment project area, a municipality must demonstrate that the prospective redevelopment project area qualifies as a "blighted area", as a "conservation area" or as an "industrial park" within the definitions set forth in the Act. A "blighted area" may be either improved or vacant. When the TIF Area was designated, the Act required the presence of five or more of the following factors in an improved area: dilapidation, obsolescence, deterioration, illegal use of individual structures, structures below minimum code standards, excessive vacancies, overcrowding of structures and community facilities, lack of ventilation, light or sanitary facilities, inadequate utilities, excessive land coverage, deleterious land-use or lay-out, declining or lagging equalized assessed valuation or lack of community planning. For a vacant area, the Act required the municipality to find that the sound growth of the taxing districts was impaired by a combination of two or more of the following factors: obsolete platting, diversity of ownership, tax and special assessment delinquencies, declining or lagging equalized assessed valuation, deterioration of structures or site improvements on adjacent land; otherwise it had to be demonstrated that such vacant land was a blighted improved area immediately before becoming vacant, or the area consisted of an unused quarry, railyard railtracks or railroad rights-of-way, or was subject to chronic flooding as particularly provided in the Act, or the area consisted of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites, or the area was not less than 50 nor more than 100 acres, 75 percent of which was vacant. The Act defined a "conservation area" as any improved area within the boundaries of a redevelopment project area in which 50 percent or more of the structures had an age of 35 years or more. Such an area was not yet a blighted area but was in danger of becoming a blighted area and was detrimental to the public safety, health, morals or welfare because of a combination of three or more of the following factors: dilapidation, obsolescence, deterioration, illegal use of individual structures, presence of structures below minimum code standards, declining or lagging equalized assessed valuation, excessive vacancies, overcrowding of structures and community facilities, lack of ventilation, light or sanitary facilities; inadequate utilities, excessive land coverage, deleterious land use or layout, depreciation of physical maintenance, lack of community planning.

## **RISKS TO BONDHOLDERS REGARDING THE TIF AREA**

AN INVESTMENT IN THE SERIES 2016 SENIOR LIEN BONDS IS SUBJECT TO A NUMBER OF SIGNIFICANT RISK FACTORS. THE FOLLOWING SECTIONS CONTAIN DISCUSSIONS OF SOME, BUT NOT NECESSARILY ALL, OF THE POSSIBLE RISK FACTORS WHICH SHOULD BE CAREFULLY EVALUATED BY PROSPECTIVE INVESTORS PRIOR TO PURCHASING ANY OF THE SERIES 2016 SENIOR LIEN BONDS. PROSPECTIVE PURCHASERS SHOULD CAREFULLY EVALUATE THE RISKS AND MERITS OF AN INVESTMENT IN THE SERIES 2016 SENIOR LIEN BONDS, AND SHOULD CONFER WITH THEIR OWN LEGAL AND FINANCIAL ADVISORS BEFORE CONSIDERING PURCHASING ANY OF THE SERIES 2016 SENIOR LIEN BONDS.

THERE CAN BE NO ASSURANCE THAT THE OWNERS OR LESSEES OF REAL ESTATE WITHIN THE TIF AREA WILL GENERATE A SUFFICIENT AMOUNT OF INCREMENTAL PROPERTY TAXES SUCH THAT THERE WILL BE SUFFICIENT MONEYS IN THE SPECIAL TAX ALLOCATION FUND TO PAY PRINCIPAL AND INTEREST ON THE SERIES 2016 SENIOR LIEN BONDS WHEN DUE. THE ABILITY OF SUCH PROPERTY OWNERS AND TENANTS TO GENERATE INCREMENTAL PROPERTY TAXES IS DEPENDENT ON AND SUBJECT TO FUTURE EVENTS AND CIRCUMSTANCES WHICH CANNOT BE FORESEEN OR PREDICTED WITH CERTAINTY. THERE CAN BE NO ASSURANCE THAT THE PROJECTIONS AND ASSUMPTIONS SET FORTH IN THE TIF FEASIBILITY REPORT WILL BE ACHIEVED.

### **Limited Source of Funds**

The Series 2016 Senior Lien Bonds, together with the interest thereon, are limited obligations of the Village, payable solely from the Limited Incremental Property Taxes and the amounts on deposit in certain of the funds and accounts established and maintained under the Indenture. Limited Incremental Property Taxes include only a portion of the incremental ad valorem taxes levied on real property in the TIF Area. In any year the Limited Incremental Property Taxes may not be sufficient to provide for the payment of debt service on the Series 2016 Senior Lien Bonds.

The Series 2016 Senior Lien Bonds are not general obligations of the Village and do not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation. No holder of the Series 2016 Senior Lien Bonds shall have the right to compel the exercise of any taxing power of the Village for payment of principal thereof or interest or premium, if any, thereon. See "SECURITY FOR THE SERIES 2016 SENIOR LIEN BONDS."

### **Risk of Delay in Payment of Incremental Property Taxes**

The failure of current or future owners and tenants of the Business Park and owners of property in the TIF Area to remit sales or property taxes when due could result in insufficient Incremental Property Taxes being available to pay principal of or interest on the Series 2016 Senior Lien Bonds when due. In addition, there can be no assurance that the State will remit the Incremental Sales Taxes to the Village on a timely basis. A failure to timely remit may adversely affect the timely payment of principal of or interest on the Series 2016 Senior Lien Bonds.

### **Assumptions in Estimate of Incremental Property Tax Projections**

The TIF Consultant has prepared the TIF Feasibility Report attached hereto as Appendix A. It is based on numerous assumptions set forth therein which are material to the estimates of Incremental Property Taxes estimated to be collected. Prospective investors should carefully read and consider the

assumptions set forth in the TIF Feasibility Report. The assumptions cited therein, if incorrect, could adversely affect the forecasts of Incremental Property Taxes. Any circumstances adversely affecting the generation of Incremental Property Taxes will also have an adverse effect on the ability of the Village to make timely payment of principal of and interest on the Series 2016 Senior Lien Bonds.

### **Information Not Verified**

Information concerning the Business Park has been obtained from the Developer and the Village and other sources believed to be reliable, but much of that information involves predictions of future events, such as projected occupancy status, sales, assessments and the ability of the owners to retain creditworthy tenants; such information is, by its nature, not subject to verification.

### **Risk of Natural Disaster**

In the event of a natural disaster severely damaging the facilities in the TIF Area, there can be no assurance that such facilities will be rebuilt. In such case, generation of Incremental Property Taxes would be adversely affected. There can be no assurance that comprehensive insurance will be properly maintained or that the proceeds therefrom will be sufficient to repair or rebuild the improvements within the Business Park. In addition, certain types of losses may not be covered by the Business Park's existing insurance policies. Furthermore, any insurance proceeds will not be assigned as security for the payment of real estate or to secure payment of the Series 2016 Senior Lien Bonds. The restoration of the Business Park may be delayed by other factors, or the terms of then-applicable mortgage financing could require the application of insurance proceeds to the reduction of mortgage balances. Any of the foregoing circumstances could result in the assessed valuation of property in the TIF Area remaining low for an indefinite period of time and decrease the amount of Incremental Property Taxes available to pay debt service on the Series 2016 Senior Lien Bonds.

### **Reliance on Major Taxpayers**

The top ten taxpayers in the TIF Area represent [55.54]% of the total EAV. See "THE TIF AREA — Principal Taxpayers in the TIF Area." If any of them discontinues operations within the TIF Area for any reason and is not succeeded by a comparable taxpayer, the generation of Incremental Taxes could be significantly adversely affected.

### **Risk of Failure to Maintain Levels of Assessed Valuations**

The assessed value of Cook County property in the TIF Area was last determined in 2013 and will be determined tri-annually thereafter by the Cook County Assessor. The assessed value of the DuPage County property in the TIF Area was last determined in 2015 and will be determined quadrennially thereafter by the DuPage County Assessor. There can be no assurance that the current assessed value and equalized assessed value will increase at the rate assumed in the TIF Feasibility Report or will be maintained at the past or the current level throughout the term of the Series 2016 Senior Lien Bonds. If at any time during the term of the Series 2016 Senior Lien Bonds the actual assessed value is less than projected, the generation of Incremental Property Taxes could be significantly impaired.

### **Risks Associated with Generation of Incremental Property Taxes**

Cook and DuPage County's method used to assess properties in the TIF Area may be altered for land value, resulting in a potentially reduced or altered valuation in a particular year. The State of Illinois multiplier is also subject to change annually. Additionally, either County could fail to remit property taxes to the Village on a timely basis. Any reduction in assessed valuation or the State multiplier or any

failure by a County to remit property taxes to the Village on a timely basis could have a material adverse effect on the Incremental Property Taxes.

Property tax rates are established by a number of different taxing bodies. Any lowering of tax rates by any taxing bodies in the TIF Area could have a material adverse effect on the Incremental Property Taxes. Changes in County formulas for determining property taxes could also result in a decline in Incremental Property Taxes. See “REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION — Tax Levy and Collection Procedures.”

In addition, there are numerous taxpayers from which Incremental Property Taxes are generated, the identity and creditworthiness of which is subject to change. Failure to remit property taxes when due by the owner of any property in the TIF Area for any reason could result in delays in receipt of Incremental Property Taxes.

### **Environmental Risks**

There can be no assurance that environmental conditions will not be encountered on the undeveloped property in the TIF Area or that the procedures described under “THE TIF AREA” will ensure the absence of environmental conditions. If serious environmental conditions are encountered in connection with future development, the generation of Incremental Property Taxes on such undeveloped property could be significantly impaired.

### **Risk of Legislative and Judicial Changes**

Future legislation, regulations, governmental or judicial interpretation of regulations or legislation or practices and procedures related to property tax assessment, levy, collections or distribution could have a material effect on the calculation or availability of Incremental Property Taxes. There is no assurance that similar legislation will not be considered or enacted in the future, and unless provision is made in such legislation for TIF areas generally in Illinois, the generation of Incremental Property Taxes could be materially adversely affected.

In recent years, a number of states have enacted legislation significantly reducing the reliance of local governmental units on real property taxes. Illinois has not taken such action, but over the past several years, various bills have been introduced in the Illinois General Assembly that would have the effect of reducing incremental property taxes. Currently, there are no bills pending in the Illinois General Assembly that would have the effect of reducing incremental property taxes. Future changes in law reducing governmental reliance on real property taxes or amending the Act could adversely affect the amount of Incremental Property Taxes collected by the Village, and any such adverse effect may be material.

FUTURE LEGISLATION, REGULATIONS, GOVERNMENTAL OR JUDICIAL INTERPRETATION OF REGULATIONS OR LEGISLATION OR PRACTICES AND PROCEDURES RELATED TO PROPERTY TAX ASSESSMENT, LEVY, COLLECTIONS OR DISTRIBUTION COULD HAVE A MATERIAL EFFECT ON THE CALCULATION OR AVAILABILITY OF INCREMENTAL TAXES.

### **Risk of Change in Incremental Property Taxes**

County methodology and procedures used to assess the value of property may be altered resulting in a potentially reduced or altered valuation in a particular year or succession of years. For example, in recent years both the reassessment cycle and the assessment ratios for commercial and industrial

properties have been changed by action of the Cook County Board of Commissioners. The State equalization factor or multiplier for Cook and DuPage Counties is subject to change annually by the Illinois Department of Revenue.

The assessment and revenue estimates used in the TIF Feasibility Report are based on the current status of the national and local business economy and assume a future performance of the real estate, retail and automobile markets similar to their respective historical performances in the geographic area.

FUTURE LEGISLATION, REGULATIONS, GOVERNMENTAL OR JUDICIAL INTERPRETATION OF REGULATIONS OR LEGISLATION OR PRACTICES AND PROCEDURES RELATED TO PROPERTY TAX ASSESSMENT, LEVY, COLLECTIONS OR DISTRIBUTION OR ON SALES TAX ASSESSMENTS, COLLECTIONS OR DISTRIBUTIONS COULD HAVE A MATERIAL EFFECT ON THE CALCULATION OR AVAILABILITY OF INCREMENTAL PROPERTY TAXES COLLECTED OR DISTRIBUTED. THE ABOVE IS NOT INTENDED TO BE A COMPREHENSIVE DISCUSSION OF ALL POTENTIAL RISKS ASSOCIATED WITH THIS TRANSACTION.

### **Risks to Bondholders Regarding Collections of Incremental Property Taxes**

The repayment of the principal of and interest on the Series 2016 Senior Lien Bonds is dependent on the collection of taxes levied by the Village in amounts sufficient to meet the debt service requirements on the Series 2016 Senior Lien Bonds. The collection of those taxes depends in large part on the payment by the major property owners located within the boundaries of the TIF Area. To the extent that one or more of the taxpayers within the TIF Area would be unwilling or unable to pay it or their tax bills in a timely fashion, the ability of the Village to pay principal and interest on the Series 2016 Senior Lien Bonds would be adversely affected. Consequently, the financial ability of each of the major taxpayers to pay their taxes should be considered by potential purchasers of the Series 2016 Senior Lien Bonds.

A description of the remedies of the Village in the event of nonpayment of taxes is contained in "REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION — Tax Levy and Collection Procedures." No assurance can be given that either Cook or DuPage County, on behalf of the Village, will be able to collect the taxes levied or that such collections, if made, will be made in a timely fashion.

In the event a taxpayer fails to pay his tax bill, a County may foreclose on property which is the subject of the bill. However, in the event the forfeited property sells for an amount less than the tax levied on the property, the Village may be unable to meet the debt service requirements on the Series 2016 Senior Lien Bonds or may be unable to meet the debt service requirements on the Series 2016 Senior Lien Bonds in a timely fashion.

In addition, potential purchasers of tax certificates for unpaid taxes may come to a conclusion that it is uneconomic to purchase the certificates representing back taxes, with the result that there may be no buyers of the tax certificates. If tax certificates are unmarketable, the land will be forfeited to the State and no tax receipts will be forthcoming. The past due, unpaid taxes on the land will bear interest and penalties. Annual taxes will continue to be levied and go unpaid; new taxes may be levied each year to cover prior debt service deficiencies and, if not timely paid, will bear interest and penalties.

No one can obtain merchantable title to the land from the State through a County without paying off the past due delinquent taxes, or at least becoming subject to the future taxes and the likely possibility of liability through a deficiency tax levy for unpaid bond debt service. This overhanging liability for

taxes may have the effect of discouraging potential purchasers and causing title to the land to remain in the County for the benefit of the State and off the tax rolls.

### TAX EXEMPTION

Federal tax law contains a number of requirements and restrictions which apply to the Series 2016 Senior Lien Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Village and others have covenanted to comply with all requirements that must be satisfied in order for the interest on the Series 2016 Senior Lien Bonds to be excludible from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Series 2016 Senior Lien Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2016 Senior Lien Bonds.

Subject to the compliance by the Village and others with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Series 2016 Senior Lien Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations. Interest on the Series 2016 Senior Lien Bonds is taken into account, however, in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. The Internal Revenue Code of 1986, as amended (the "Code"), includes provisions for an alternative minimum tax ("AMT") for corporations in addition to the corporate regular tax in certain cases. The AMT, if any, depends upon the corporation's alternative minimum taxable income ("AMTI"), which is the corporation's taxable income with certain adjustments. One of the adjustment items used in computing the AMTI of a corporation is an amount equal to 75% of the excess of such corporation's "adjusted current earnings" over an amount equal to its AMTI (before such adjustment item and the alternative tax net operating loss deduction). "Adjusted current earnings" would include all tax exempt interest, including interest on the Series 2016 Senior Lien Bonds.

In rendering its opinion, Bond Counsel will rely upon certifications of the Village with respect to certain material facts solely within the Village's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Series 2016 Senior Lien Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Series 2016 Senior Lien Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "Issue Price") for each maturity of the Series 2016 Senior Lien Bonds is the price at which a substantial amount of such maturity of the Series 2016 Senior Lien Bonds is first sold to the public. The Issue Price of a maturity of the Series 2016 Senior Lien Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the cover page hereof.

Owners of Series 2016 Senior Lien Bonds who dispose of Series 2016 Senior Lien Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Series 2016 Senior Lien Bonds

in the initial public offering, but at a price different from the Issue Price or purchase Series 2016 Senior Lien Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond's stated redemption price at maturity, the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory de minimis rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Series 2016 Senior Lien Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Bond. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Bond.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Series 2016 Senior Lien Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Series 2016 Senior Lien Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Series 2016 Senior Lien Bonds. If an audit is commenced, under current procedures the Service may treat the Village as the taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Series 2016 Senior Lien Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Series 2016 Senior Lien Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Interest on the Series 2016 Senior Lien Bonds is not exempt from Illinois state income taxes. Ownership of the Series 2016 Senior Lien Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising

with respect to the Series 2016 Senior Lien Bonds. Prospective purchasers of the Series 2016 Senior Lien Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

## LITIGATION

### General

There is no controversy or litigation of any nature pending or, to the knowledge of the Village, threatened which, in the opinion of the Village Attorney, may present material financial liability to the Village.

### The Series 2016 Senior Lien Bonds

There is no controversy or litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Series 2016 Senior Lien Bonds, or in any way contesting or affecting the validity of the Series 2016 Senior Lien Bonds or any proceedings of the Village taken with respect to the issuance or sale thereof.

## CONTINUING INFORMATION

The Series 2016 Senior Lien Bonds are being initially issued in authorized denominations of \$100,000 or integral multiples of \$5,000 in excess thereof and are being offered to less than thirty-five (35) institutional investors. Accordingly, the Series 2016 Senior Lien Bonds will be exempt from the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Notwithstanding the foregoing, the Developer, the Village and the Trustee have entered into a Continuing Information Agreement pursuant to which certain information is to be provided to the Underwriter and the holders of the Series 2016 Senior Lien Bonds. Such information includes: (i) construction and sales status reports, (ii) changes in Developer ownership, use or zoning, (iii) annual financial reports of the TIF Area; and annual reports of equalized assessed value, tax rate and incremental taxes for property included within the TIF Area in DuPage County and Cook County.

The Village did not file its audited financial statements for the fiscal years ending April 30, 2013 and April 30, 2010. Such audited financial statements are filed with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA") as of the date of this Official Statement. The Village failed to file a notice of ratings change on April 5, 2012.

## CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Series 2016 Senior Lien Bonds are subject to the approving legal opinion of Ice Miller LLP, Chicago, Illinois, as Bond Counsel (the "Bond Counsel") who has been retained by, and acts as, Bond Counsel to the Village. Certain legal matters will be passed on for the Village by its counsel, Bryan Mraz & Associates, Roselle, Illinois, for the Developer by its counsel, Faermark & Williams LLC, Lombard, Illinois, and for the Underwriter by its counsel, Foley & Lardner LLP, Chicago, Illinois.

## **UNDERWRITING**

The Underwriter has agreed, subject to certain conditions, to purchase all of the Series 2016 Senior Lien Bonds from the Village at an aggregate price of \$\_\_\_\_\_ (representing the aggregate principal amount of the Series 2016 Senior Lien Bonds, less an underwriter's discount of \$\_\_\_\_\_). The offering price may be changed from time to time by the Underwriter. The obligation of the Underwriter to accept delivery of the Series 2016 Senior Lien Bonds is subject to various conditions set forth in the Purchase Contract.

## **NO RATING**

The Village has not made, and does not currently contemplate making, an application to any rating agency for the assignment of a rating to the Series 2016 Senior Lien Bonds.

## **MISCELLANEOUS**

The references, excerpts, and summaries of documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2016 Senior Lien Bonds, the security for all payment of the Series 2016 Senior Lien Bonds, and the rights and obligations of the owners thereof.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable and, while not guaranteed as to completeness or accuracy, is believed to be correct as of its date.

Any statement made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, is set forth as such and not as a representation of fact; no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Village since the date hereof.

## **AUTHORIZATION**

This Limited Offering Memorandum has been approved for distribution to prospective purchasers of the Series 2016 Senior Lien Bonds on behalf of the Village by the official identified below.

The Village, acting through its Village Clerk, will provide to the purchaser of the Series 2016 Senior Lien Bonds at the time of delivery of the Series 2016 Senior Lien Bonds, a certificate confirming to the Underwriter that, to the best of its knowledge and belief, the Limited Offering Memorandum with respect to the Series 2016 Senior Lien Bonds, together with any supplements thereto, at the time of acceptance and adoption of the Bond Ordinance and at the time of delivery of the Series 2016 Senior Lien Bonds, was true and correct in all material respect and did not at any time contain an untrue statement of a material fact or omit to state a material fact required to be stated, where necessary to make the statements in light of the circumstances under which they were made, not misleading.

VILLAGE OF BARTLETT,  
COOK, DUPAGE AND KANE COUNTIES,  
ILLINOIS

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

**APPENDIX A**

**FINANCIAL FEASIBILITY REPORT**



***FINANCIAL FEASIBILITY REPORT***  
***for the***  
***Bartlett Quarry***  
***Senior Lien Tax Increment Revenue Bonds,***  
***Series 2016***  
***August 2016***



August 19, 2016

Village of Bartlett  
Attn: Mr. Jim Plonczynski  
Director of Economic Development  
228 S. Main St.  
Bartlett, Illinois 60103

Dear Mr. Plonczynski:

It is a pleasure to present this financial feasibility report (the "Report") for the Bartlett Quarry Redevelopment Project Area in Bartlett, Illinois (the "Village"). Our Report is intended to project the incremental property taxes pledged by the Village with respect to the Redevelopment Agreement between Elmhurst and Chicago Stone, (the "Developer") and the Village, in support of the Tax Increment Allocation Revenue Bonds, Senior Lien Tax Increment Revenue Bonds, Series 2016 (the "Bonds").

We have obtained information from both primary and secondary sources. We have relied upon information including, but not limited to, Developer financial projections, actual performance presented by the Developer, industry statistics, and relevant market and financial data assembled by outside sources. While these sources of information are generally recognized as reliable and authoritative in their field, we have not independently verified this information and do not warrant its completeness, authenticity or accuracy. In addition, the risks associated with Bonds require careful consideration before a decision to purchase is made and should only be purchased by sophisticated or accredited investors that have the adequate experience to evaluate the risks of the Bonds. Each potential investor is advised to consult with its own legal counsel, CPA, or other professional advisors before a decision to purchase is made.

This analysis is dependent on a number of financial and market assumptions that were developed in connection with this report. Since future events are not subject to precise forecasts, some assumptions may not materialize in the exact form presented in this analysis. In addition, other unanticipated events or circumstances may occur which could influence the future outcome and performance of the project. Therefore, we are in no way representing or warranting that these forward looking projections will, in fact, be achieved. Nonetheless, we believe that the underlying assumptions provide a reasonable basis for this analysis. Our conclusions are presented in the Report.

Very truly yours,  
Laube Capital Advisors LLC

**DRAFT**

Michael S. Laube

## **I. INTRODUCTION**

### **Introduction**

The Financial Feasibility Report (the “Report”) summarizes our findings with respect to the proposed issuance of the Bonds in connection with the Bartlett Quarry Redevelopment Project Area (the “Area”). The Report contains the following sections:

- Background of the Area and Redevelopment Agreement
- Summary of the Development
- Assessed Market Value and Value Assumptions
- Projected Incremental Property Tax Projections
- Appendix (Contains Detailed Assumptions and Projections)

The Report describes the tax increment financing process, including timing of incremental tax deposits to the Area TIF Fund (the “Fund”). The Report summarizes the estimated incremental property tax revenue generated within the Area.

This Report is solely for the purpose to project the cash flows associated with the sale of the Bonds. Any of the other obligations associated with the Project should be evaluated via a separate and independent financial analysis.

---

**II. BACKGROUND OF THE REDEVELOPMENT PROJECT AREA AND REDEVELOPMENT AGREEMENT**

On [INSERT EXACT DATE], 1999 the Village established the Area under the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et. seq.) (the “Act”).

On [INSERT EXACT DATE], the Village and the Developer executed a Redevelopment Agreement (the “RDA”) that contemplates the issuance of tax increment notes as follows:

[NEED BACKGROUND INFO ON INITIAL NOTE ISSUANCES PURSUANT TO RDA]

Subsequently in 2007, the Village issued its \$26,000,000 original principal amount of Senior Lien Tax Increment Revenue Refunding Bonds, Series 2007. There is an outstanding principal amount of, \$16,615,000 which are intended to be on a parity basis with the Bonds.

Additionally, with the issuance of the Bonds, the Village intends to issue \$10,000,000\* Subordinate Lien Tax Increment Revenue Note, Series 2016 (the “Notes”). The Notes will be issued as a cash flow note and will be secured by the Available Incremental Property Taxes on a subordinate basis to the payment of the Series 2007 Senior Lien Bonds and the Bonds.

The RDA pledged 87.5% of all the Area’s increment taxes to the Notes until they are fully retired. The other 12.5% goes to the Village for an annual administration fee. The 12.5% fee is not pledged to retire any obligations, including the Bonds, 2007 Bonds, or Notes.

The Area encompasses two (2) Counties; Cook and DuPage. This Report only contemplates and projects the tax increment generated from the parcels on the DuPage County portion of the Area, which is the majority of it.

**Payments toward the Bonds**

- The Bonds and the Series 2007 Bonds will be payable from 87.5% of such ad valorem taxes which, pursuant to the TIF Adoption ordinance and Section 5/11-74.4-8(b) of the Tax Increment Allocation Finance Act, are allocated and when collected are paid to the Treasurer of the Village for deposit by the Treasurer into the Area (“Available Incremental Property Taxes”). The Bonds and the 2007 Bonds will have a parity first lien on the all Available Increment Property Taxes.

### III. SUMMARY OF DEVELOPMENT

#### Overview

The Area has had much development over the years since its inception in 1999. The new development that is being projected for purposes of this report is as follows:

PIN	Lot	Square Footage of Building	Tenant	Status - Year Completed
01-05-202-009	7	17,352	NEED	Finishing Construction - 2016
01-05-202-011	4f	50,000	NEED	Finishing Construction - 2016
01-05-101-016	4d	65,500	NEED	Finishing Construction - 2016
01-05-202-008	9L	271,300	NEED	Finishing Construction - 2016
01-05-204-005	9b-1	170,000	NEED	Finishing Construction - 2016
01-04-109-006	22c	28,000	NEED	Under Construction - Completed in 2017

Please see the Limited Offering Memorandum for a more complete description of the status of development within the Area.

*Source: Developer*

**IV. ASSESSED MARKET VALUE AND PLEDGED INCREMENTAL  
PROPERTY TAXES**

**Introduction**

This section of the Report presents our methodologies and assumptions regarding the assessed market value of the proposed development for property tax purposes.

**Historical Values**

The Area has been in existence since 1999. It has a long history of development and equalized assessed ("EAV") history as follows:

<u>Year</u>	<u>EAV</u>	<u>Percentage Change</u>
1999	\$ 2,010,448	
2000	\$ 2,161,284	7.50%
2001	\$ 6,887,060	218.66%
2002	\$ 8,190,810	18.93%
2003	\$ 10,853,640	32.51%
2004	\$ 13,497,260	24.36%
2005	\$ 16,589,630	22.91%
2006	\$ 22,193,700	33.78%
2007	\$ 30,521,440	37.52%
2008	\$ 45,436,030	48.87%
2009	\$ 51,146,650	12.57%
2010	\$ 47,852,600	-6.44%
2011	\$ 46,385,620	-3.07%
2012	\$ 41,657,520	-10.19%
2013	\$ 40,167,950	-3.58%
2014	\$ 41,001,660	2.08%
2015	\$ 48,566,810	18.45%

The average annual increase in EAV in the area is approximately 28.4% from 1999 to 2015.

Please see Table 4 for detail.

*Source: DuPage County Assessor*

**Comparable Tax Levels for Industrial**

Because this Area has much development and a long history of development and many established manufacturing and distribution companies in it, we are using some of those as the most relevant tax comparables to establish the value for the new development within the Area. The tax comparables are as follows:

Lot	Tenant	EAV	Square Footage of Building	EAV Per Square Foot	2015 Taxes PSF
21	INSERT	\$ 916,600	50,030	\$ 18.32	\$ 1.94
19,20	INSERT	\$ 439,530	21,858	\$ 20.11	\$ 2.13
16a	INSER	\$ 446,870	19,821	\$ 22.55	\$ 2.38
16c	INSERT	\$ 703,220	26,055	\$ 26.99	\$ 2.86
16d	INSERT	\$ 423,360	17,695	\$ 23.93	\$ 2.53
26	INSERT	\$ 341,510	22,982	\$ 14.86	\$ 1.57
24	INSERT	\$ 619,980	25,055	\$ 24.74	\$ 2.62
15	INSERT	\$ 249,910	16,736	\$ 14.93	\$ 1.58
23	INSERT	\$ 1,125,200	94,480	\$ 11.91	\$ 1.26
<b>Average</b>				<b>\$ 19.82</b>	<b>\$ 2.10</b>

**Values Established**

The taxes per square foot range from a high of \$2.86 per square foot to a low of \$1.26 per square foot. For purposes of this Report, we are using the average EAV and tax per square foot of these comparables to value the new development that is being completed in 2016 and 2017 as described previously in this Report. Therefore, all new development is being projected out at \$19.82 in EAV per square foot which equates to \$2.10 in taxes per square foot. Therefore, the values of the new building coming on-line are projected as follows:

***Bartlett Quarry  
Feasibility Report***

PIN	Tenant	Square Footage of Building	EAV Per Square Foot	Total Estimated EAV
01-05-202-009	INSERT	17,352	\$ 19.82	\$ 343,833
01-05-202-011	INSERT	50,000	\$ 19.82	\$ 990,758
01-05-101-016	INSERT	65,500	\$ 19.82	\$ 1,297,893
01-05-202-008	INSERT	271,300	\$ 19.82	\$ 5,375,854
01-05-204-005	INSERT	170,000	\$ 19.82	\$ 3,368,578
<b>Total 2016</b>				<b>\$ 11,376,916</b>
<b>Total 2017</b>				
01-04-109-006	22c	28,000	\$ 19.82	\$ 554,825

Please see Table 5 in the Appendix for full detail.

For purposes of the existing EAV of \$48,566,810 and grown that out by 2.5% as an annual reassessment growth rate. We believe this reflects the increases in taxes on existing properties and is very reasonable and conservative given the growth history of the EAV in this Area.

## **V. PROJECTED INCREMENTAL PROPERTY TAX REVENUES**

This Chapter discusses the property tax rates, assumptions, and analysis used to project incremental property tax revenues from collection year 2016 to 2023. In addition, we discuss the major risks and contingencies which are inherent in our projections.

### **Property Assessment Process**

The assessment process involves several steps. First, the assessor's office establishes the fair market value ("FMV") of the property. The FMV is the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the appraised property will sell in a competitive market under all conditions requisite to a fair rate. The FMV is determined by any number of factors including, but not limited to: property location, age, type, and condition of facilities, infrastructure, net operating income, and related assessments on comparable properties.

Second, the "assessed value" is calculated by multiplying the property's FMV by an assessment rate. The assessment rate is determined by the classification and type of property. The assessment rate is determined at the state level or the county level if the county has home rule status. The assessment rate for all property in DuPage County is 33% (one-third) of FMV.

Third, the assessed value is multiplied by the equalization factor to determine the equalized assessed value. The equalization factor is used to ensure that the property is assessed consistently throughout the state. For purposes of this Report, we have assumed an equalization factor of 1.0000

Finally, the assessed value is multiplied by the most current property tax rate to determine the tax for the property.

**Sample EAV Calculation**

Step	Value and Tax
Fair Market Value	\$100,000
Assessment Rate	33.33%
Equalization Multiplier	1.0000
Equalized Assessed Value	\$33,330
Tax Rate	10.5787%
Tax Due	\$3,526

Illinois law requires the Assessor to assess all real property, including any new construction and improvements to real property.

**Property Tax Rate Assumption**

The Report uses the current property tax rate of 10.5787% of the EAV to project the incremental property tax collections over the period of 2016 – 2023.

We believe that the current rate is a reasonable expectation of future rates due to the property tax levy limitations that are currently in place as well as the fact that the EAV of the Village is expected to prospectively increase due to new construction. The relationship between the property tax levy limitations (discussed above) and an increasing EAV could potentially decrease future property tax rates. However, the correlation of an increasing EAV and decreasing tax rate will have a stabilizing effect on bottom line taxes.

Therefore, by holding the tax rate constant and increasing the EAV by a reasonable inflationary rate to follow the levy, it generally has the same net effect over a 20-year period as increasing the EAV and declining the tax rate. The one major exception to this is when there are referendums that are passed to increase taxes for a specific purpose. This Report does not assume any major tax increases due to referendum, nor is it practical and reasonable to attempt to predict when these matters will arise and be passed by jurisdictional voters. Therefore, this methodology is a reasonable and conservative way to estimate bottom line tax increases under Illinois' current statute regarding levy limitations.

**Annual Reassessment Growth Rate**

We have assumed that a 2.5% annual reassessment factor. We believe this is reasonable and conservative.

### **Property Tax**

Property taxes are collected by the County Collector, who remits to each Unit its share of the collections. Taxes levied in one year become payable during the following year in two installments, the first due in the first half of the year follow assessment, typically April 1st and the second during the second half of the year. The exact due dates have varied from year to year. The first installment is an estimate of what the taxes payable in that year is anticipated to be. The second installment is for the balance of the current year's tax bill, and is based on the current levy, assessed value and Equalization Factor and applicable tax rates, and reflects any changes from the prior year in those factors. Therefore this Report assumes a one-year lag from assessment until deposit into the Fund.

### **Tax Increment Finance Process**

The Village established the Area in 1999 . The DuPage County Clerk established the Certified Base EAV for the Area. The increment pledged to the Notes reflected in this Report is the property tax associated with incremental EAV over the Initial or Certified Base EAV of the PINs as defined above. All property tax collections associated with the incremental EAV are transferred by the DuPage County Treasurer to the Village for deposit into the Fund and then are allocated to the Bonds pursuant to the terms of the Redevelopment Agreement, and any amendments and the Bond Ordinances.

### **Certified Base EAV**

The Certified Base EAV of the DuPage County portion of the area was initially certified at \$2,249,371. According to the tax allocation report provided by the County Clerk, the Base EAV fluctuated during this period of time. According to the Act, once a Base EAV is established, it is set for the entire life of the Redevelopment Project Area. Therefore, we have used that assumption for purpose of this Report. However, the buyer should note, that if the County Clerk adjusts the Base EAV as a matter of administration, the allocation of tax increment may be effected.

## **Contingencies**

These projections have been prepared on information that we believe is reliable, however, we do not guarantee that all this information provided to us is accurate nor do we guarantee that the projections of tax increment contained in this report will be achieved. In developing these projections, we relied upon certain assumptions and conditions we believe to be true and accurate. The following statements represent conditions which support the preliminary revenue projections. If these conditions, or any others, are not met, incremental tax revenue forecasts may not be realized. Although this list is not exhaustive, the reader should be aware of the type of conditions necessary to realize the revenue forecasts.

- This Report is solely for the purpose to project the cash flows associated with the sale of the Bonds. Any of the other obligations associated with this Project should be evaluated via a separate and independent financial analysis.
- The Developer will deliver all horizontal improvements on time, and all vertical developments will take place and be completed on the schedule shown above. Additionally, the equalized assessed values of the new properties will come in as projected. Furthermore, this development will not be affected by factors such as Acts of God, weather, labor strikes, environmental conditions, terrorist acts, or material shortages.
- Existing state law will not be amended or replaced such that incremental revenues could not be deposited into the Fund.
- Officials of local property taxing districts and the State will carry out the necessary duties related to tax increment financing including, but not limited to: maintaining the Initial or Certified Base EAV, subdividing parcels, establishing or consolidating property index numbers, assessing property in a timely manner, levying and collecting property taxes, creating and appropriately administrating all Funds associated with this TIF District, carrying out the provisions of the Redevelopment Agreement, and promptly depositing incremental revenue into the Fund in accordance with applicable laws, agreements, and current practices relative to tax codes.
- Information provided by the Developer, real estate professionals, local government officials, DuPage County and its various agencies, the State, and all other sources is reliable and accurate. Laube Capital Advisors LLC has not independently verified any information nor do we warrant its authenticity, completeness or accuracy.
- There will be no future downward reassessment of the property due to deflation or a change in assessment practices or other appeals.

- The current and future owners of all property within the area pledged, and their representatives, successors, assignees, transferees, lessees, or mortgagees will pay all property taxes when due.
- The Developer and owners of the buildings shall make all reasonable efforts to maintain high-quality services, high-occupancy levels, will make all improvements as necessary and maintain the retail center to a high standard. Additionally, it is assumed that no property tax abatements will be granted for these properties. If any of these do not occur, it will have a detrimental and material impact on these projections of incremental taxes.
- The owners of the property and owners and operators of the building will reasonably invest in the property in order to maintain a competitive market position over the life of the Redevelopment Project Area.
- The additional pledge of incremental property taxes are subject to many risks including, but not limited to, the individual taxpayers not paying their taxes, payment delinquency, downward assessment, appeal of property taxes, the composition of the buildings in the overall TIF Area may change (demolished or otherwise constructed), or any other unforeseen change will materially affect the overall EAV.
- The economy may play a larger role in the success of the proposed development over the remaining life of the Redevelopment Project Area. The proposed development may be subject to economic cycles in the local, regional, and national economy and related swings in the consumer demand for retail.
- Competition may also intensify to the extent it materially affects the viability of this development as the markets change and retailers seek locations in the primary and secondary trade area over the remaining life of this Redevelopment Project Area. Additionally, an independent market study has not been completed nor has any of the information provided been independently verified in any way.
- This Report relies on information provided by the various sources, including but not limited to the Developer, (not independently verified) and the potential investors should evaluate this information very carefully.
- Government policy may change the level of incremental property taxes. The State laws which govern the assessment of property, tax collection procedures, tax increment financing, and the property tax levy process may change during the life of the Redevelopment Project Area. Similarly, changes in overall revenue structure in Illinois and/or the federal level may directly or indirectly impact the Village's property tax collections.

- The Bonds associated with these projections has risk characteristics which require careful consideration and analysis before a decision to purchase is made. The Bonds should be purchased by only sophisticated investors that have adequate experience and expertise to evaluate the merits and risks of the Bonds and should they choose to purchase the Certificates, do so at their own risk. Each prospective investor should consult their own legal counsel, CPA, or other advisors as to the matters contained and described in this Report.
- Any statements or projections made in this Feasibility Report, including the Appendices, involving matters of opinions, estimates or projections, whether or not so expressly stated, are set forth as such and are not representations of fact, and in no way represent, warrant, or guarantee in any fashion or form is made that any such estimates or projections will be realized. This Feasibility Report contains certain forward looking statements and information that are based on the various third parties beliefs as well as assumptions made by and information currently available. Such statements are subject to many risks, uncertainties, and assumptions. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results will materially vary from those anticipated, estimated, or expected.

While the above areas are not exhaustive, they are included to facilitate qualitative analysis of the incremental property tax revenue collections.

**Incremental Property Tax Projections**

<u>Collection Year</u>	<u>Available Incremental Property Taxes</u>	
2016	\$	4,287,310
2017	\$	4,399,698
2018	\$	5,567,984
2019	\$	5,729,508
2020	\$	5,877,951
2021	\$	6,030,105
2022	\$	6,186,063
2023	\$	6,345,920

## **APPENDIX**

The Appendix is an integral part of this Report containing all detailed assumptions, methodology, and calculations. The prospective purchaser of the Notes is encouraged to review this information in detail in order to facilitate a thorough review of all information contained in the Report and the risks associated with these Bonds.

**Table 1 – Summary of Cash Flow**

**Table 2 – TIF Projections**

**Table 3 – TIF Assumptions**

**Table 4 – Historical Equalized Assessed Values**

**Table 5 – New Building Equalized Assessed Values**

**Table 6 – Industrial Tax Comparables**

The Village of Bartlett  
 Bartlett Quarry  
 Increment Pledged to Bonds

Year	Increment Pledged
2016	\$ 4,287,310
2017	\$ 4,399,698
2018	\$ 5,567,984
2019	\$ 5,729,508
2020	\$ 5,877,951
2021	\$ 6,030,105
2022	\$ 6,186,063
2023	\$ 6,345,920

Village of Bartlett  
 Bartlett Quarry  
 Incremental Property Taxes

	2015	2016	2017	2018
Total Estimated FMV of New Buildings		\$	34,130,749 \$	35,538,842
Assessment Ratio		33%	33%	33%
Estimated Assessed Value of Commercial	\$ -	\$ -	11,376,916 \$	11,846,281
Equalization Factor		1.0000	1.0000	1.0000
Estimated Total EAV of Project Improvements	\$ -	\$ -	11,376,916 \$	11,846,281
Current EAV	\$ 48,566,810	\$ 49,780,980	51,025,505 \$	52,301,142
Less: Base EAV	\$ 2,249,371	\$ 2,249,371	2,249,371 \$	2,249,371
Incremental EAV	\$ 46,317,439	\$ 47,531,609	60,153,050 \$	61,898,052
Property Tax Rate	10.5787%	10.5787%	10.5787%	10.5787%
Estimated Total TIF Increment	\$ 4,899,783	\$ 5,028,226	\$ 6,363,411	
Less: City Fee (12.5%)	\$ 612,473	\$ 628,528	\$ 795,426	
Estimated Incremental Property Taxes Pledged (1)	\$ 4,287,310	\$ 4,399,698	\$ 5,567,984	

(1) A one-year lag from assessment to collection is assumed.

Village of Bartlett  
 Bartlett Quarry  
 Incremental Property Taxes

	2019	2020	2021	2022
Total Estimated FMV of New Buildings	\$ 36,427,313	\$ 37,337,996	\$ 38,271,446	\$ 39,228,232
Assessment Ratio	33%	33%	33%	33%
Estimated Assessed Value of Commercial	\$ 12,142,438	\$ 12,445,999	\$ 12,757,149	\$ 13,076,077
Equalization Factor	1.0000	1.0000	1.0000	1.0000
Estimated Total EAV of Project Improvements	\$ 12,142,438	\$ 12,445,999	\$ 12,757,149	\$ 13,076,077
Current EAV	\$ 53,608,671	\$ 54,948,888	\$ 56,322,610	\$ 57,730,675
Less: Base EAV	\$ 2,249,371	\$ 2,249,371	\$ 2,249,371	\$ 2,249,371
Incremental EAV	\$ 63,501,738	\$ 65,145,515	\$ 66,830,387	\$ 68,557,381
Property Tax Rate	10.5787%	10.5787%	10.5787%	10.5787%
Estimated Total TIF Increment	\$ 6,548,009	\$ 6,717,658	\$ 6,891,549	\$ 7,069,786
Less: City Fee (12.5%)	\$ 818,501	\$ 839,707	\$ 861,444	\$ 883,723
Estimated Incremental Property Taxes Pledged (1)	\$ 5,729,508	\$ 5,877,951	\$ 6,030,105	\$ 6,186,063

(1) A one-year lag from assessment to collection is assumed.

Village of Bartlett  
 Bartlett Quarry  
 Incremental Property Taxes

	<u>2023</u>
Total Estimated FMV of New Buildings	\$ 40,208,938
Assessment Ratio	<u>33%</u>
Estimated Assessed Value of Commercial	\$ 13,402,979
Equalization Factor	<u>1.0000</u>
Estimated Total EAV of Project Improvements	\$ 13,402,979
Current EAV	\$ 59,173,942
Less: Base EAV	<u>\$ 2,249,371</u>
Incremental EAV	\$ 70,327,550
Property Tax Rate	<u>10.5787%</u>
Estimated Total TIF Increment	\$ 7,252,480
Less: City Fee (12.5%)	<u>\$ 906,560</u>
Estimated Incremental Property Taxes Pledged (1)	<u>\$ 6,345,920</u>

(1) A one-year lag from assessment to collection is assumed.

Village of Bartlett  
Bartlett Quarry  
TIF Assumptions

Assessment Ratio - Commercial Property		33.33%
DuPage County Equalization Factor	2015	1.0000
Property Tax Rate (2)	2015	10.5787%
Annual Reassessment Growth Factor		2.5%
Base EAV	\$	2,249,371
Village Fee		12.5%

Village of Bartlett  
 Bartlett Quarry  
 Historical EAV's

Year	EAV	Percentage Change
1999	\$ 2,010,448	
2000	\$ 2,161,284	7.50%
2001	\$ 6,887,060	218.66%
2002	\$ 8,190,810	18.93%
2003	\$ 10,853,640	32.51%
2004	\$ 13,497,260	24.36%
2005	\$ 16,589,630	22.91%
2006	\$ 22,193,700	33.78%
2007	\$ 30,521,440	37.52%
2008	\$ 45,436,030	48.87%
2009	\$ 51,146,650	12.57%
2010	\$ 47,852,600	-6.44%
2011	\$ 46,385,620	-3.07%
2012	\$ 41,657,520	-10.19%
2013	\$ 40,167,950	-3.58%
2014	\$ 41,001,660	2.08%
2015	\$ 48,566,810	18.45%
Average Annual Change		<u>28.43%</u>

Village of Bartlett  
 Bartlett Quarry TIF  
 New Buildings

PIN	Lot	Square Footage of Building	EAV Per Square Foot	Total Estimated EAV	2015 Tax Rate	Projected Tax PSF	Year Completed
01-05-202-009	7	17,352	\$ 19.82	\$ 343,833	10.5787%	2.10	2016
01-05-202-011	4f	50,000	\$ 19.82	\$ 990,758	10.5787%	2.10	2016
01-05-101-016	4d	65,500	\$ 19.82	\$ 1,297,893	10.5787%	2.10	2016
01-05-202-008	9L	271,300	\$ 19.82	\$ 5,375,854	10.5787%	2.10	2016
01-05-204-005	9b-1	170,000	\$ 19.82	\$ 3,368,578	10.5787%	2.10	2016
<b>Total 2016</b>				<b>\$ 11,376,916</b>			

PIN	Lot	Square Footage of Building	EAV Per Square Foot	Total Estimated EAV	2015 Tax Rate	Projected Tax PSF	Year Completed
01-04-109-006	22c	28,000	\$ 19.82	\$ 554,825	10.5787%	2.10	2017

Village of Bartlett  
 Bartlett Quarry TIF  
 Comparable Industrial Properties

PIN	Lot	EAV	Square Footage of Building	EAV Per Square Foot	2015 Tax Rate	2015 Taxes PSF
01-04-307-018	21	\$ 916,600	50,030	\$ 18.32	10.5787%	\$ 1.94
01-04-307-029	19,20	\$ 439,530	21,858	\$ 20.11	10.5787%	\$ 2.13
01-04-307-030	16a	\$ 446,870	19,821	\$ 22.55	10.5787%	\$ 2.38
01-04-307-032	16c	\$ 703,220	26,055	\$ 26.99	10.5787%	\$ 2.86
01-04-307-035	16d	\$ 423,360	17,695	\$ 23.93	10.5787%	\$ 2.53
01-04-308-006	26	\$ 341,510	22,982	\$ 14.86	10.5787%	\$ 1.57
01-04-308-009	24	\$ 619,980	25,055	\$ 24.74	10.5787%	\$ 2.62
01-04-308-014	15	\$ 249,910	16,736	\$ 14.93	10.5787%	\$ 1.58
01-04-308-017	23	\$ 1,125,200	94,480	\$ 11.91	10.5787%	\$ 1.26
Average				\$ 19.82		\$ 2.10

**EXHIBIT D**  
**ADDITIONAL BONDS CERTIFICATE**

## **ADDITIONAL BONDS CERTIFICATE OF LAUBE CAPITAL ADVISORS, LLC.**

The undersigned certifies on behalf of Laube Capital Advisors LLC ("Laube Advisors") as follows:

1. Laube Advisors is a nationally recognized Independent consultant, knowledgeable as to urban redevelopment, tax increment financing and municipal finance.
2. Laube Advisors has no interest in the Project or the 2016 Bonds.
3. The Financial Feasibility Report for the Bartlett Quarry Senior Lien Tax Increment Revenue Bonds, Series 2016, August 2016 attached hereto as Exhibit A projects the incremental property tax pledged by the Village in support of the 2016 Bonds.
4. In the opinion of Laube Advisors, based upon its review of the executed redevelopment agreements and such other documents as it reasonably deems pertinent, Pledged Taxes to be generated will be equal to at least 150% of actual debt service calculated for all succeeding years on all Senior Lien Bonds and Series 2016 Senior Lien Bonds outstanding.

All terms are defined herein shall have the same meanings as in the Ordinance with respect to the 2016 Bonds, to which this Certificate is attached.

Dated: September \_\_, 2016

Very truly yours,

**LAUBE CAPITAL ADVISORS LLC**

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

Its: \_\_\_\_\_

AN ORDINANCE of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, providing for the issuance of a not to exceed \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof.

---

WHEREAS, by proceedings spread in full upon the records of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "*TIF Act*") by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as further supplemented and, where necessary, superseded, by Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "*Act*"), the President and Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore proceeded, and do hereby determine, as follows:

A. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-67, approving a redevelopment plan (the "*Redevelopment Plan*") and redevelopment Project (the "*Redevelopment Project*") under the TIF Act with respect to the redevelopment Project area described in Exhibit A to said ordinance, being known as the Bartlett Quarry Redevelopment Project Area (the "*Redevelopment Project Area*").

B. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-68, designating the Redevelopment Project Area a redevelopment project area under the TIF Act.

C. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-69, adopting the tax increment financing provisions of the TIF Act and creating the "Bartlett Quarry Redevelopment Project Area Special Tax Allocation Fund" (the "*Special Tax Allocation Fund*") in connection therewith.

D. On December 21, 1999, the Corporate Authorities adopted Ordinance Number 99-143, authorizing the execution of that certain Redevelopment and Financing Agreement by and between the Village and Elmhurst-Chicago Stone Company (the "*Developer*") (the "*Redevelopment Agreement*"), pursuant to the home rule powers of

the Village and as authorized by the TIF Act. The terms and provisions of the Redevelopment Agreement are hereby incorporated herein by this reference

E. On the 18th day of August, 2000, the Corporate Authorities adopted an ordinance providing for the issuance of not to exceed \$18,000,000 Taxable Junior Lien Tax Increment Revenue Variable Rate Demand Bonds, Series 2000 (Bartlett Quarry Redevelopment Project) (the "*2000 Prior Bonds*"), of the Village.

F. On the 16th day of November, 2004, the Corporate Authorities adopted Ordinance Number 2004-165, providing for the issuance of a \$5,000,000 Subordinate Lien Tax Increment Revenue Note, Series 2004 (Bartlett Quarry Redevelopment Project) (the "*2004 Prior Note*"). On the 18th day of April, 2006, the Corporate Authorities adopted Ordinance Number 2006-40, providing for the issuance of a not to exceed \$2,000,000 Subordinate Lien Tax Increment Revenue Note, Series 2006 (Bartlett Quarry Redevelopment Project) (the "*2006 Prior Note*").

G. Pursuant to Ordinance Number 2007-70, adopted on the 17th day of July, 2007, the Village has executed that certain Amended and Restated Indenture of Trust dated as of August 1, 2007, by and between the Village and Wells Fargo Bank, national Association, Chicago, Illinois, as trustee (the "*Indenture*"), and has issued its \$26,000,000 Senior Lien Tax Increment Revenue Refunding Bonds, Series 2007 (Bartlett Quarry Redevelopment Project) (the "*Series 2007 Senior Lien Bonds*" or "*2007 Prior Bonds*"). On the 30th day of November, 2007, the Corporate Authorities adopted Ordinance Number 2007-111, providing for the issuance of a \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2007 (Bartlett Quarry Redevelopment Project) (the "*2007 Prior Note*," and together with the 2007 Prior Bonds, the "*Prior Obligations*").

H. Pursuant to the Original Indenture, the Village issued the Prior Obligations to pay or to reimburse certain Redevelopment Project costs related to the Redevelopment Project Area. The Prior Obligations are the only obligations of the Village now outstanding which are secured, in whole or in part, by any moneys on deposit in the Special Tax Allocation Fund or the Limited Incremental Sales Tax Fund and held under the Original Indenture. The 2007 Prior Note is being refunded by the issuance of the Village's Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project).

I. The original TIF budget was adopted in 1999 and called for investment of approximately \$30,000,000, an amount that now is insufficient to pay for costs that have increased over time with inflation. Under the TIF Act, the Village may increase the budget by the cost of inflation plus an additional 5%. The budget is increased to \$44,000,000 pursuant to the TIF Act and the Village, notice to the appropriate taxing bodies.

J. Pursuant to the Redevelopment Agreement the Developer has agreed to undertake a Redevelopment Project in and for the Redevelopment Project Area,

including, but not limited to, site preparation and remediation, together with financing costs, legal, professional and administrative costs, and other expenses, all as provided for and specified in the Redevelopment Agreement (the "*Project*").

K. As provided in the Redevelopment Agreement, the Corporate Authorities have heretofore and it hereby is determined that it is advisable, necessary and in the best interests of the Village, its residents and the taxing districts affected by the Redevelopment Plan and Project that a portion of the costs of the Project, being those costs that are eligible for payment or reimbursement by the Village as approved in the Redevelopment Plan and as authorized by the TIF Act, together with all appurtenances, land or interests in land, professional, financial, engineering, legal, financial, banking, advisory and other related costs (said portion of the redevelopment Project costs contemplated for the Redevelopment Project being, collectively, the "*2016 Redevelopment Project*"), now be paid or incurred.

L. Pursuant to the Redevelopment Agreement the Village has heretofore and it is hereby expressly agreed that the Village shall reimburse Developer for only those costs of the Project which constitute eligible "redevelopment Project costs" under the TIF Act and which have heretofore been approved by the Corporate Authorities in the Redevelopment Plan.

M. All of the costs of the Project constitute eligible "redevelopment Project costs" under the TIF Act and have been approved in the Redevelopment Plan.

N. There are insufficient funds of the Village on hand and lawfully available to pay the Project costs, and it is necessary and desirable that the Village issue its subordinate lien tax increment allocation revenue note (the hereinafter defined "*Note*") as authorized by the hereinafter defined Act to provide for the payment or the reimbursement of the Project costs.

NOW, THEREFORE, Be It and It Hereby is Ordained by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

*Section 1. Definitions.* The following words and terms used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning:

"*Accounting*" means the annual accounting required under Section 4.02 of the Indenture and under this Ordinance.

"*Act*" means, collectively, the Illinois Municipal Code, as amended, including therein the TIF Act as supplemented and amended, and particularly as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended, and as supplemented.

*"Bond Counsel"* means Ice Miller LLP or, in the event Ice Miller LLP is unwilling or unable to render an opinion or take an action required hereunder, shall mean another firm of attorneys nationally recognized as having expertise in Tax-exempt financing.

*"Business Day"* means any day other than a Saturday, Sunday or day on which banks in the City of Chicago, Illinois, are required or authorized to close.

*"Code"* means the Internal Revenue Code of 1986, as amended.

*"Corporate Authorities"* means the President and Board of Trustees of the Village.

*"Counties"* means The Counties of Cook and of DuPage, Illinois.

*"County Clerks"* means the respective County Clerks of the Counties.

*"Current Interest"* means interest when due.

*"Deferred Accrued Interest"* means accrued interest recorded by the Note Registrar as deferred and unpaid.

*"Designated Officer"* means the President, Treasurer, Administrator or Clerk of the Village, or any two of them acting together, and successors or assigns.

*"Developer"* is defined in the preambles hereto.

*"2016 Subordinate Note Subaccount"* means the subaccount of that name hereinafter created in the General Subaccount of the Special Tax Allocation Fund and held by the Village Treasurer as hereinafter provided.

*"Final Maturity"* is defined in Section 3 of this Ordinance.

*"Final Report"* means the final report prepared by the Village's independent financial consultant confirming that the Pledged Moneys are reasonably estimated to be sufficient to pay all principal of and interest on the Note in the maximum principal amount of \$11,500,000, plus interest at a rate percent per annum which is equal to seven percent (7.00%), whether at Stated Maturity, by mandatory redemption or otherwise.

*"Government Securities"* means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities or obligations, the prompt payment of principal and interest of which is guaranteed by a pledge of the full faith and credit of the United States of America.

*"Incremental Property Taxes"* means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed

valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the Total Initial Equalized Assessed Value of each such piece of property, all as determined by the County Clerks, in accord with Section 11-74.4-9 of the TIF Act.

*"Incremental Sales Taxes"* means the increase, if any, in distributions by the State from the Local Government Distributive Fund to the Village of Sales Taxes levied in the Redevelopment Project Area over and above the amount, if any, of such distributions in calendar year 2000, or successor taxes thereto.

*"Independent"* when used with respect to any specified person means such person who is in fact independent and is not connected with the Village as an officer, employee, underwriter, or person performing a similar function. Whenever it is herein provided that the opinion or report of any Independent person shall be furnished, such person shall be appointed by the Village, and such opinion or report shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

*"Interest Payment Date"* means a Stated Maturity of interest on the Note.

*"Interest Requirement"* means for any Note Year the aggregate amount of *first*, Deferred Accrued Interest then due, and *next*, the Current Interest on the Note having a Stated Maturity during such Note Year.

*"Limited Incremental Property Taxes"* means eighty-seven and one-half percent (87.50%) of each distribution of Incremental Property Taxes.

*"Municipal Portion"* means, collectively, that portion of the Incremental Property Taxes and that portion of the Incremental Sales Taxes not pledged under the Indenture to the payment of principal of and applicable premium and interest on the Prior Bonds, *to-wit*: twelve and one-half percent (12.50%) of each distribution of Incremental Property Taxes and fifty percent (50%) of each distribution of Incremental Sales Taxes.

*"Note"* means the not to exceed \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project), authorized under this Ordinance.

*"Noteholder"* means a registered owner of the Note.

*"Note Fund"* means the 2016 Subordinate Lien Subaccount created hereunder in the General Subaccount of the Special Tax Allocation Fund.

*"Note Register"* means the book for the registration and transfer of the Note.

*"Note Registrar"* means the Village Treasurer, as paying agent and note registrar hereunder, and successors and assigns.

*"Note Year"* means that twelve-calendar month period beginning on December 30 of any calendar year and ending on December 29 of the next succeeding calendar year.

“*Ordinance*” means this ordinance as originally adopted and as the same may from time to time be amended or supplemented in accordance with the terms hereof.

“*Outstanding*” or “*outstanding*” means the Note while outstanding and unpaid; *provided, however*, such term shall not include any portion of the Note which (i) has matured and for which moneys are on deposit with the Paying Agent or an institution having trust capacity, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow account of funds or Government Securities, the principal of and interest on which will be sufficient to pay at Stated Maturity or as called for redemption all of the principal of and interest and any applicable premium on such Note or a portion thereof.

“*Parity Notes*” means any obligations issued by the Village in the future on a parity with and sharing ratably and equally in the Pledged Moneys with the Note.

“*Paying Agent*” means the Village Treasurer, as paying agent and note registrar hereunder, or successors and assigns.

“*Pledged Moneys*” means the Limited Incremental Property Taxes, but only on a subordinated lien as provided in the Indenture.

“*Principal Requirement*” means for any Note Year the aggregate principal amount of the Note having a Stated Maturity during such Note Year.

“*Prior Bonds*” means the Series 2016 Senior Lien Bonds and any bonds issued on a parity therewith as to the pledge of the Incremental Property Taxes.

“*Private Business Use*” means any use of the Project by any person other than a state or local governmental unit, including as a result of (a) ownership, (b) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract, or (c) any similar arrangement, agreement or understanding, whether written or oral, except for use of the Project on the same basis as the general public. “Private Business Use” includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Project that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Project that is not available for use by the general public.

“*Program Expense Requirement*” means an amount, not to exceed five percent (5.00%) of the Limited Incremental Property Taxes, to be retained by the Village Treasurer incidental to each Accounting and to be used by the Village to pay Program Expenses, if any, for the succeeding Note Year.

“*Program Expenses*” means any administrative expenses related to or incurred in connection with a Series of Bonds, including, specifically, (i) the sum necessary to pay all costs and expenses of any Trustee, registrar or paying agent for any Series of Bonds. (ii) fees related to

the calculation or verification of any required payment to the United States of America pursuant to Section 148(f) of the Code and (iii) expenses of the Village relating specifically to the administration of, or provision of governmental services to, the Redevelopment Project Area and the Redevelopment Project.

*"Program Expenses Fund"* means the fund of that name created in Section 4.05 of the Indenture.

*"Project"* means the Redevelopment Project.

*"Project Costs"* means the sum total of all reasonable or necessary costs incurred or estimated to be incurred which are incidental to the Redevelopment Plan and the Redevelopment Project, and which are payable under the TIF Act from Incremental Property Taxes.

*"Public Redevelopment Projects Account"* means the fund of that name heretofore created and expressly continued in Section 4.05 of the Indenture.

*"Qualified Investments"* means any investment permitted for the Village under Illinois law.

*"Record Date"* means the fifteenth day of the month preceding any regularly scheduled Interest Payment Date and the fifteenth day prior to any Interest Payment Date caused by a redemption of Bonds on other than a regularly scheduled Interest Payment Date.

*"Redevelopment Agreement"* means that certain Redevelopment and Financing Agreement dated as of November 4, 1999, by and between the Village and Elmhurst-Chicago Stone Company.

*"Redevelopment Plan"* means the redevelopment plan approved for the Redevelopment Project Areas by the Corporate Authorities in Ordinance No. 99-67, adopted by the Corporate Authorities on July 6, 1999.

*"Redevelopment Project"* means the redevelopment Project approved for the Redevelopment Project Area by Ordinance Number 99-67 adopted by the Corporate Authorities on July 6, 1999.

*"Redevelopment Project Area"* means the Bartlett Quarry Redevelopment Project Area, which was designated by Ordinance Number 99-68, adopted by the Corporate Authorities on July 6, 1999.

*"Record Date"* means, for any Interest Payment Date, the 15th day (whether or not a Business Day) of the calendar month in which such Interest Payment Date occurs, or for any redemption on other than an Interest Payment Date, the 15th day (whether or not a Business Day) next preceding the date of redemption.

*"Sales Taxes"* means generally applicable sales taxes collected by the State and levied pursuant to the Use Tax Act, as amended, the Service use Tax Act, as amended, the Service Occupation Tax Act, as amended, and the Retailers' Occupation Tax Act, as amended, or successor taxes or charges imposed by the State in lieu thereof or in addition thereto.

*"Senior Lien Bond and Interest Subaccount"* means the fund created in Section 4.05 of the Indenture and any fund so referred to in a Bond Ordinance authorizing the issuance of a Series of Senior Lien Bonds.

*"Senior Lien Bonds"* mean any Series of Bonds defined as *"Senior Lien Bonds"* in any Bond Ordinance and specifically includes the Series 2016 Senior Lien Bonds.

*"Senior Lien Debt Service Reserve Subaccount"* means the fund created in Section 4.05 of the Indenture.

*"Senior Lien Debt Service Reserve Requirement"* means an amount equal to the aggregate of each Debt Service Reserve Requirement as defined in any Bond Ordinance authorizing the issuance of a Series of Senior Lien Bonds and as referred to in Section 4.05(d) of the Indenture.

*"Series 2016 Senior Lien Bonds"* means the Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project), of the Village.

*"Special Tax Allocation Fund"* means the fund of that name created by Ordinance Number 99-69, adopted by the Corporate Authorities on July 6, 1999, and expressly continued by and referred to in Section 4.05 of the Indenture.

*"Stated Maturity"* when used with respect to the Note or any interest thereon means the date specified in the Note as the fixed date on which the principal of the Note or such interest is due and payable, whether by maturity, mandatory redemption, or otherwise.

*"Tax-exempt"* means, with respect to the Note, the status of interest paid and received thereon as excludable from the gross income of the Noteholders under the Code for federal income tax purposes, except to the extent that such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

*"Tax Year"* means the year for which an ad valorem tax levy is made by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area. The 2015 Tax Year shall be that year during which ad valorem taxes levied for the year 2015 (collectible in the year 2016) are extended and collected, and so on.

*"TIF Act"* means the Tax Increment Allocation Redevelopment Act, as amended.

*"Total Initial Equalized Assessed Value"* means the total initial equalized assessed value of the taxable real property within the Redevelopment Project Area determined by the County Clerks, in accordance with the provisions of Section 11-74.4-9 of the TIF Act.

"*Village*" means the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and its successors and assigns.

"*Village Account*" means the account of that name hereinafter created in the Special Tax Allocation Fund and held by the Village Treasurer as hereinafter provided.

*Section 2. Findings.* The Corporate Authorities hereby find that the Redevelopment Plan and Project have been approved, the Redevelopment Project Area has been designated, tax increment allocation financing has been adopted, the Special Tax Allocation Fund has been established, the form of Redevelopment Agreement has been approved, the Redevelopment Agreement has been executed by the Village, the form of the Indenture has been approved, the Indenture has been executed by the Village, the Series 2016 Senior Lien Bonds have been issued and the Note has been authorized, all in accordance with the provisions of the TIF Act, and that it is necessary and in the best interests of the Village that the Village cause the construction, acquisition and installation of the Project and issue and deliver the Note to enable the Village to pay or reimburse the Project costs.

*Section 3. Note Details.* There shall be borrowed for and on behalf of the Village the sum of not to exceed \$11,500,000 for the purposes aforesaid; a drawdown note of the Village (the "*Note*") shall be issued in said amount and shall be designated "Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project)." The Note shall be deemed issued and be dated the first date on which the Outstanding Principal Amount equals not less than the sum of \$50,000 (the "*Dated Date*"). The "Outstanding Principal Amount" is that amount, not to exceed \$11,500,000, as provided above, shown as advanced in even multiples of \$1,000 from time to time and received by the Village for value, as is noted on the Note in the form of Advances for Value thereon, less payments of principal thereon. The Note shall also bear the date of authentication, shall be in fully registered form, shall bear interest at a rate percent per annum which is equal to seven percent (7.00%) (computed on the basis of a 360-day year of twelve 30-day months), which interest shall be payable in annual installments on

January 1 of each year (such dates being "*Interest Payment Dates*") until paid, commencing on the first January 1 which occurs following the Dated Date and on which there are any funds available in and on deposit in the 2016 Subordinate Note Subaccount, and be a term note subject to mandatory redemption prior to maturity as hereinafter provided, with a final installment of principal and interest coming due at Final Maturity. "Final Maturity" means (A) the date on which the Village has made provision for or payment in full of all principal of and interest on the Note or (B) as to any payment on the Note from Limited Incremental Property Taxes, the earlier to occur of (i) the date which is twenty (20) years after the Dated Date or (ii) December 31, 2023.

The Note shall bear interest from the later of its Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for. Interest when due ("*Current Interest*") shall be paid as hereinafter provided from the 2016 Subordinate Lien Subaccount of the Special Tax Allocation Fund, and if funds on deposit therein and to the credit thereof are insufficient for such purpose, such failure to pay shall not in and of itself constitute an event of default, but such interest shall thereupon be recorded by the Note Registrar as Deferred Accrued Interest ("*Deferred Accrued Interest*"). Deferred Accrued Interest shall itself bear interest at the Authorized Rate until paid or duly provided for. The order of payment of interest on the Note until Stated Maturity shall be first, Deferred Accrued Interest (including interest, if any thereon, as hereinabove provided), second, Current Interest, and third, mandatory redemption of principal as hereinafter set forth. By acceptance of the Note, each Noteholder accepts that there may be Deferred Accrued Interest on the Note, that is, that Current Interest may not have been paid, without any special notation having been made upon the Note itself. Deferred Accrued Interest (including interest thereon) shall be payable, prior to Final Maturity, only upon Interest Payment

Dates to the Noteholder otherwise entitled to Current Interest on the Interest Payment Date that such Deferred Accrued Interest (including interest thereon) is paid.

Failure to pay when due any installment of Current Interest or any amount of Deferred Accrued Interest (including interest thereon) or Outstanding Principal Amount due to insufficiency of the Pledged Moneys, whether at Stated Maturity, Final Maturity or otherwise, shall in no event be deemed to be an event of default on the Note. It is hereby expressly provided that in the event that there is an insufficiency of Pledged Moneys to pay any amount of Deferred Accrued Interest (including interest thereon), Current Interest or Outstanding Principal Amount at Final Maturity, any such amount of Deferred Accrued Interest (including interest thereon), Current Interest or Outstanding Principal Amount shall be extinguished and shall not be deemed to be owing and unpaid, it being the express intent of the Village that the Note and all obligations arising thereunder shall be fully released upon Final Maturity.

Interest on the Note shall be paid by check or draft of the Village, payable upon presentation thereof in lawful money of the United States of America, to the persons in whose name the Note is registered at the close of business on the Record Date. Interest on the Note may also be payable by wire transfer to any registered owner of the Note (as of the applicable Record Date) holding an aggregate principal amount of \$500,000 or more when such owner shall have registered such wire transfer payment by written instructions satisfactory to the Note Registrar at least 15 days prior to the applicable Record Date. The principal of the Note shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Note Registrar, or at successor Note Registrar and locality. If an Interest Payment Date is not a Business Day at the place of payment, then payment may be made at that place on the next Business Day, and no interest shall accrue during the intervening period.

The Note shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village and shall be signed by the manual or duly authorized facsimile signatures of the President and Village Clerk of the Village, as they shall determine, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery thereof, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

In the event that the Note shall be signed by the duly authorized facsimile signatures of the President and Village Clerk, the Note shall also have thereon a manually signed certificate of authentication substantially in the form hereinafter set forth in EXHIBIT A, duly executed by an authorized signatory of the Note Registrar as authenticating agent of the Village (but it shall not be necessary that the same signatory sign the certificate of authentication of each Note that may be outstanding hereunder at any one time) and showing the date of authentication, and the Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature. Such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this Ordinance. Upon authentication, the Note Registrar is hereby expressly authorized to deliver any Note issued under this Ordinance to or upon the order of the holder of such Note.

*Section 4. Mandatory Redemption; Prepayment.*

(a) *Mandatory Redemption.* The Note shall be issued as a term note and shall be subject to mandatory redemption, by operation of the 2016 Subordinate Note Subaccount, at a price of par plus accrued interest without premium, on any Interest Payment Date and upon the terms as follows: Whenever as of any Accounting there is on deposit in the 2016 Subordinate Note Subaccount an amount in excess of the amount required to pay the Interest Requirement (all

Deferred Accrued Interest and all Current Interest) on the Note for the Note Year commencing the subsequent January 1, the Note Registrar shall make provision for the mandatory redemption of the Note to the fullest extent practicable from such excess, in amounts not less than \$1,000 of Outstanding Principal Amount. The Note shall be mandatorily redeemed in the amount of not less than \$1,000 as aforesaid.

The Village covenants that it will cause the Note Registrar to redeem the Note pursuant to the mandatory redemption required for the Note. Proper provision for mandatory redemption having been made, the Village covenants that the Outstanding Principal Amount hereof to be redeemed shall be payable as at Stated Maturity.

(b) *Optional Redemption.* The Note shall also be subject to redemption at the option of the Village, in whole or in part, on any date, from any lawfully available monies, at a redemption price of par plus accrued interest to the redemption date.

(c) *Procedures for Redemption.* For a mandatory redemption, the Note Registrar, unless otherwise notified by the Village, shall proceed on behalf of the Village as its agent to provide for the mandatory redemption of the Note without any further order or direction hereunder or otherwise. For an optional redemption, the Village shall, at least 45 days prior to any optional redemption date (unless a shorter time shall be satisfactory to the Noteholder), notify the Note Registrar of such redemption date and of the principal amount of the Note to be optionally redeemed.

The Note Registrar shall promptly notify the Village in writing of any scheduled redemption and, in the case of any partial redemption, the principal amount thereof to be redeemed. Unless waived by the Noteholder, notice of any mandatory or optional redemption shall be given by the Note Registrar by mailing the redemption notice by registered or certified

mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to the Noteholder at the address shown on the Note Register.

All official notices of redemption shall include at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the Note is to be redeemed, the principal amount of the Note to be redeemed;
- (4) a statement that on the redemption date the redemption price will become due and payable upon the Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and
- (5) the place where the Note is to be surrendered for payment of the redemption price, which place of payment shall be the principal office maintained for the purpose by the Note Registrar.

Unless moneys sufficient to pay the redemption price of the Note or amount thereof to be redeemed shall have been received by the Note Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Note Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Note or amount thereof, and the Note Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that the Note or such amount of the Note will not be redeemed.

Subject to the conditions of the immediately preceding paragraph, the Note or portion of the Note so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default

in the payment of the redemption price) such Note or portion of the Note shall cease to bear interest.

Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to any other registered owners. Notice having been properly given, failure of a registered Noteholder to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of the Note, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Note Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of the Note for redemption in accordance with said notice, the Note shall be paid by the Note Registrar at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the Note, there shall be prepared for the Noteholder a new Note of the same maturity in the amount of the unpaid principal.

If the Note has been called for redemption and shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date.

*Section 5. Registration of Note; Persons Treated as Owners.* The Village shall cause the Note Register to be kept at the principal office maintained for the purpose by the Note Registrar, which is hereby constituted and appointed the note registrar of the Village. The Village is authorized to prepare, and the Note Registrar shall keep custody of, multiple Note blanks executed by the Village for use in the transfer and exchange of the Note.

Upon surrender for transfer of the Note, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed

by, the Noteholder or his attorney duly authorized in writing, the Village shall execute and the Note Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Note of the same maturity for a like aggregate principal amount. The execution by the Village of any fully registered Note shall constitute full and due authorization of such Note and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note.

The person in whose name the Note shall be registered on the Note Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on such Note shall be made only to or upon the order of the Noteholder thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

No registered owner shall be charged a service charge for any transfer or exchange of the Note, but the Village may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Note exchanged in the case of the issuance of a new Note for the outstanding portion of the Note surrendered for redemption.

*Section 6. Form of Note.* The Note shall be in substantially the form attached hereto as EXHIBIT A.

*Section 7. Security for the Note; Operation of Special Tax Allocation Fund; Rebate Fund.*

A. *Pledged Moneys Pledged.* The Village hereby pledges the Pledged Moneys for the purpose of providing funds required to pay the interest on the Note as the same shall fall due, to pay and discharge the principal thereof at Stated Maturity promptly when due, but only in the priorities specified herein and in the Indenture and subject to the limitations contained herein and

therein. The Note is a limited obligation of the Village and is payable solely and only from the Pledged Moneys as set forth in the lien priorities and as provided hereunder and in the Indenture and the amounts on deposit in and pledged to the Series 2016 Subordinate Note Subaccount as provided hereunder. As to the pledge of the Pledged Moneys, the Note is in all respects junior to any Bonds heretofore or hereafter issued under the Indenture as Senior Lien Bonds or Junior Lien Bonds, including, specifically, the Prior Bonds, and any additional bonds on a parity therewith, and, as to the pledge of the Pledged Moneys, is secured ratably and equally with all Subordinate Lien Obligations under the Indenture.

As provided in the Act, the Note does not constitute an indebtedness of the Village or a loan of credit thereof within the meaning of any statutory or constitutional provision.

B. *Special Tax Allocation Fund.* Article Four of the Indenture is hereby incorporated herein in full by this reference. The Series 2016 Subordinate Lien Note Subaccount (the “*Note Fund*”) is hereby created within the General Subaccount of the Special Tax Allocation Fund created under the Indenture. The Note Fund shall be held by the Village Treasurer as provided in the Indenture as a separate and segregated trust fund for the sole benefit of the holders and registered owners of the Note. The Note Fund shall be the fund used for the payment of the Note, whether at Stated Maturity or by sinking fund redemption, premium, if any, and interest thereon.

Funds on deposit in the Note Fund shall be invested by the Village Treasurer, or, at the direction of the Village Treasurer in Qualified Investments. All investment earnings in the Note Fund shall be credited to the Note Fund.

C. *The Rebate Account.* There is hereby authorized to be created a separate and special account within the Special Tax Allocation Fund to be known as the “*2016 Note Rebate Account*,” which shall be held by the Note Registrar and into which there shall be deposited as

directed by the Village and as necessary investment earnings in the Note Fund to the extent required so as to maintain the Tax-exempt status of interest on the Note. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Account.

*Section 8. General Covenants.* The Village covenants and agrees with the holders of the Note that, so long as the Note remains outstanding and unpaid:

(a) The Village will punctually pay or cause to be paid from the Note Fund the principal of and interest on the Note in strict conformity with the terms of the Note, the Redevelopment Agreement and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(b) The Village will pay and discharge, or cause to be paid and discharged, from the Special Tax Allocation Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or which might impair the security of the Note. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

(c) The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Redevelopment Project Area, the Redevelopment Plan, the Project, and the Pledged Moneys. Such books of record and accounts shall at all times during business hours be subject to the inspection of the respective holders of not less than ten per cent (10%) of the principal amount of the respective Note then outstanding, or their representatives authorized in writing.

The Village will prepare or cause the preparation of complete financial statements with respect to the preceding fiscal year showing the Pledged Moneys received, all disbursements from the funds and accounts created by this Ordinance and the financial condition of the Project, including the balances in all funds and accounts relating to the Note and the Project as of the end of such fiscal year, which statements shall be accompanied by a certificate or opinion in writing of an Independent certified public accountant. The Village will furnish a copy of such statements to any registered owner of ten percent (10%) or more in aggregate principal amount of the Note then outstanding, upon written request of such owner.

(d) The Village will preserve and protect the security of the Note and the rights of the Noteholders.

(e) The Village will continue to implement the Redevelopment Project and the Project with all practicable dispatch in accord with its stated objectives and purposes in conformity with the Redevelopment Plan and the TIF Act and will timely convene the joint review board for the Redevelopment Project Area and timely make available and file such information and reports as shall be required by the TIF Act while the Note or any portion thereof remains outstanding.

(f) The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the Noteholders of the Note of the rights and benefits provided in this Ordinance.

(g) So long as any portion of the Note remains outstanding, the Village will take no action, nor will the Village omit to take any action, which act or omission will in any way adversely affect the ability of the Village to collect the Incremental Property Taxes or to allocate the Limited Incremental Property Taxes, and the Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Moneys will be collected, allocated and deposited in the funds and accounts as herein provided.

*Section 9. Delivery of the Note.* As soon as may be after this Ordinance becomes effective, the Note shall be executed by the Designated Officers and be delivered to the Developer. The Designated Officers as shall be appropriate are hereby authorized to proceed, without any further official authorization or action by the Corporate Authorities, to approve or execute, or both, such documents as shall be necessary to effectuate the issuance and delivery of the Note, with such insertions, deletions, additions, modifications or changes as they shall reasonably determine to be desirable, necessary and in the best interests of the Village, their approval or execution thereof to constitute ratification by the Corporate Authorities of any such insertion, deletion, addition, modification or change with no further official action, authorization or determination of the Corporate Authorities. The agreement with the Developer to purchase the Note is hereby ratified, approved and confirmed, it being hereby expressly found that no person holding any office of the Village either by election or appointment is in any manner financially interested, either directly in his own name or indirectly in the name of any other

person, association, trust or corporation, in said agreement with the Developer for the purchase of the Note.

Any Designated Officer and such other officers of the Village as may be necessary are hereby further authorized to execute such documents, including, specifically, such closing documents and certifications as shall be required by Bond Counsel to render their opinion relating to the validity of the Note and the treatment of interest thereon for federal income taxation purposes.

*Section 10. Note Proceeds.* The performance by the Developer of its obligations pursuant to the Redevelopment Agreement shall be deemed to be consideration for the issuance of the Note. To that end the Designated Officers are hereby expressly directed to authorize the drawdown of the principal amount of the Note as herein authorized and as provided and pursuant to the conditions set forth in the Redevelopment Agreement, not to exceed the aggregate principal amount of \$11,500,000, upon delivery from time to time by the Developer to the Village of such evidence of performance as such Designated Officers shall reasonably require, without further official action or direction by the Corporate Authorities. All proceeds of the Note shall be deemed fully expended upon the relevant drawdown of the principal amount thereof.

*Section 11. Parity Notes; Refunding.* A. PARITY NOTES. No Parity Notes shall be issued unless the Village shall have obtained the prior written consent of the registered owners of all of any Parity Notes existing at that time. The Village hereby expressly reserves unto itself without restriction of any type or kind whatsoever the right to issue obligations secured by the Municipal Account.

B. REFUNDING. Subordinate Lien Obligations issued to refund, whether at or in advance of maturity, any portion or all of the Note issued under this Ordinance may be issued by the Corporate Authorities hereunder, and, upon such issuance and to the extent so designated in

any Bond Ordinance authorizing such obligations, shall be a “*Note*” as defined hereunder, subject to the limitations hereof.

*Section 12. No Private Activity Bonds.* The Note is not a “*private activity bond*” as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

A. No direct or indirect payments are to be made on the Note with respect to any Private Business Use by any person other than a state or local governmental unit.

B. None of the proceeds of the Note is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

*Section 13. General Arbitrage Provisions.* A. Except for the Note Fund, the Village has not created or established and will not create or establish any sinking fund, reserve fund or any other similar fund to provide for the payment of the Note. The Note Fund has been established and will be funded in a manner primarily to achieve a proper matching of tax revenues and debt service, and will be collectively depleted at least annually to an amount not in excess of 1/12 the particular annual debt service on the Note. Money deposited therein will be spent within a 13-month period beginning on the date of deposit, and investment earnings therein will be spent or withdrawn within a one-year period beginning on the date of receipt.

B. The investment of proceeds or funds related to the Note by the Designated Officers at a yield which is restricted to a lower yield than otherwise obtainable in order to meet any covenants relating to the Tax-exempt status of the Note, as advised by Bond Counsel, or as otherwise determined to be necessary for such purpose, is expressly authorized and directed.

The Village further certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “*Rebate Requirement*”) to the United States:

C. Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.

D. Relating to applicable exceptions, the Designated Officers are hereby authorized to make such elections under the Code as such officers, or any of them, shall deem reasonable and in the best interests of the Village. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “*Penalty*”), then the Village shall pay such Penalty.

E. The Designated Officers shall cause to be established, at such time and in such manner as they may deem necessary or appropriate hereunder, the Rebate Fund for the Note, and such officers shall further, not less frequently than annually, cause to be transferred to the Rebate Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. Said officers shall cause to be paid to the U.S., without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

F. Interest earnings in the Note Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the Rebate Fund for the purposes herein provided; and proceeds of the Note and other funds of the Village are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

The Village also certifies and further covenants with the Noteholders that moneys on deposit in any fund or account in connection with the Note, whether or not such moneys were derived from the proceeds of the sale of the Note or from any other source, will not be used in a manner which will cause the Note to be an “*arbitrage bond*” within the meaning of Code

Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

None of the proceeds of the Note will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs paid after the date hereof and prior to issuance of the Note.

*Section 14. Further Tax Covenants.* The Village agrees to comply with all provisions of the Code which, if not complied with by the Village, would cause the Note not to be Tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with Bond Counsel and to comply with such advice as may be given; (d) to pay to the United States, if necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Note; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Village in such compliance.

*Section 15. Registered Form.* The Village recognizes that Section 149 of the Code requires the Note to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Note to be issued in, or converted into, bearer or coupon form.

*Section 16. Opinion of Counsel Exception.* The Village reserves the right to use or invest moneys in connection with the Note in any manner, or to use, treat or contract with respect

to the Project, notwithstanding the covenants in Sections 12 to 15 herein, provided it shall first have received an opinion from Bond Counsel to the effect that use or investment of such moneys, or use of the Project, as contemplated will not result in any adverse effect on the Tax-exempt status of interest on the Note.

*Section 17. Payment and Discharge.* The Note may be discharged, payment provided for, and the Village's liability terminated as follows:

(a) *Discharge of Indebtedness.* If (i) the Village shall pay or cause to be paid to the Noteholders the principal and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Note Registrar shall have been paid, and (iii) the Village shall keep, perform and observe all and singular the covenants and promises in such Note and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Village shall pay or cause to be paid to the Noteholders the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, the Note shall cease to be entitled to any lien, benefit or security under this Ordinance, and all covenants, agreements and obligations of the Village to the Noteholders shall thereupon cease, terminate and become void and discharged and satisfied.

(b) *Provision for Payment.* Whenever sufficient cash and/or Government Securities shall have been deposited with an institution having fiduciary powers in an irrevocable escrow (whether upon or prior to the maturity or the redemption date of the Note) the Note shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; provided, however, that if the Note is to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this Ordinance or provision shall have been made for the giving thereof. Government Securities shall be considered sufficient only if said investments are not redeemable prior to maturity at the option of the issuer and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on the Note.

(c) *Termination of Village's Liability.* Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit of sufficient cash and Government Securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of the Note, all liability of the Village in respect of the Note shall cease, determine and be completely discharged and the Noteholders shall thereafter be entitled only to payment out of the cash and the proceeds of the Government Securities deposited as aforesaid for their payment.

*Section 18.* [OMITTED.]

*Section 19. This Ordinance a Contract.* The provisions of this Ordinance shall constitute a contract between the Village and the Noteholders, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

*Section 19. Partial Invalidity.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

*Section 20. List of Noteholders.* The Note Registrar shall maintain a list of the names and addresses of the Noteholders and upon any transfer shall add the name and address of the new Noteholder and eliminate the name and address of the transferor Noteholder.

*Section 21. Supplemental Ordinances.* With the consent of the registered owners of not less than 66% in aggregate principal amount of the Note at the time outstanding, the Village, by the Corporate Authorities may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the Village to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided therein of any portion of the Note without the express consent of the Noteholders, or permit the creation of a preference or priority of any portion of the Note over any other portion of the Note, or reduce the percentage of principal amount of the Note required for the affirmative vote or written consent to an amendment or modification, or deprive the Noteholders (except as aforesaid) of the right to payment of the Note from the revenues pledged thereto without the consent of the registered owners of all of the Note (as the case may be) then outstanding.

*Section 22. Rights and Duties of Note Registrar.* If requested by the Note Registrar, any Designated Officer is authorized to execute the Note Registrar's standard form of agreement between the Village and the Note Registrar with respect to the obligations and duties of the Note Registrar hereunder. In addition to the terms of such agreement or agreements and subject to modification thereby, the Note Registrar by acceptance of duties hereunder agrees:

(a) to act as note registrar, paying agent, authenticating agent, and transfer agent as respectively provided herein;

(b) to maintain a list of Noteholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) to cancel and/or destroy any Note which has been paid at Stated Maturity or upon redemption or submitted for exchange or transfer;

(d) to furnish the Village at least annually a certificate with respect to portions of the Note cancelled and/or destroyed; and

(e) to furnish the Village at least annually an audit confirmation of amount of the Note paid, outstanding and payments made with respect to interest on the Note.

The Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Note Registrar.

*Section 23. Prior Inconsistent Proceedings.* All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

*Section 24. Immunity of Officers, Employees and Members of Village.* No recourse shall be had for the payment of the principal of or premium or interest on the Note or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained

against any past, present or future officer, director, member, employee or agent of the Village, or of any successor public corporation, as such, either directly or through the Village or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of the Note.

*Section 25. Publication.* This Ordinance shall be published within ten (10) days of its passage in pamphlet form, by authority of the Corporate Authorities, but shall be immediately in full force and effect upon its adoption and approval.

Passed on September 6, 2016.

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Approved: September 6, 2016

\_\_\_\_\_  
President, Village of Bartlett, Cook,  
DuPage and Kane Counties, Illinois

Recorded in the Village Records on September 6, 2016.

Published in pamphlet form on September 6, 2016.

Attest:

\_\_\_\_\_  
Village Clerk, Village of Bartlett  
Cook, DuPage and Kane Counties, Illinois

**EXHIBIT A**  
**FORM OF NOTE**

STATE OF ILLINOIS  
COUNTIES OF COOK, DUPAGE AND KANE  
VILLAGE OF BARTLETT

SUBORDINATE LIEN TAX INCREMENT ALLOCATION REVENUE NOTE, SERIES 2016  
(BARTLETT QUARRY REDEVELOPMENT PROJECT)

SOLE NOTE:  
REGISTERED  
NO. ONE

MAXIMUM AMOUNT:  
REGISTERED  
\$11,500,000

KNOW ALL PERSONS BY THESE PRESENTS that the VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS (the "*Village*"), a municipality, home rule unit and body corporate and politic duly organized under the laws of the State of Illinois, for value received hereby acknowledges itself to owe and promises to pay to the Registered Owner hereof, or registered assigns, the Outstanding Principal Amount of this Note, as hereinafter described, on the earlier to occur of (i) December 31, 2023, or (ii) the date on which the Village has made provision for or payment in full of all principal of and interest on this Note, as provided in the hereinafter defined Redevelopment Agreement (said date being the "*Final Maturity*"), and to pay interest at the hereinafter defined Interest Rate (computed on the basis of a 360-day year of twelve 30-day months) on such Outstanding Principal Amount on January 1 of each year (being the "*Regular Interest Payment Date*") until paid, commencing on the first January 1 following the Dated Date on which funds are available and on deposit in the hereinafter defined Note Fund, except as the hereinafter stated provisions for redemption prior to maturity may and shall become applicable hereto. The "Outstanding Principal Amount" is that amount, not to exceed the Face Amount of this Note as set forth above, shown as advanced in even multiples of \$100 from time to time and received by the Village for value, as is noted on this Note in the form of Advances

for Value hereon, less payments of principal hereon. The Interest Rate is a rate percent per annum which is equal to seven percent (7.00%). The Dated Date hereof shall be deemed to be the first date on which the Outstanding Principal Amount equals not less than the sum of \$50,000, being November 30, 2016.

Interest when due ("*Current Interest*") shall be paid from the later of the Dated Date or from the most recent Regular Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, as provided from the Note Fund, and if funds on deposit therein and to the credit thereof are insufficient for such purpose, such failure to pay shall not in and of itself constitute an event of default, but such interest shall thereupon be recorded by the Note Registrar as Additional Interest ("*Additional Interest*"). Additional Interest which is owing and unpaid shall itself bear interest at the Interest Rate. The order of payment of interest on this Note shall be *first*, Additional Interest (including interest thereon), *second*, Current Interest, and *next*, mandatory redemption of the Outstanding Principal Amount, as adjusted and shown as advanced in the form of Advances for Value hereon. Failure to pay when due any installment of Current Interest or any amount of Outstanding Principal Amount due to insufficiency of the hereinafter defined Subordinated Incremental Property Taxes, whether at a Regular Interest Payment Date, at Stated Maturity, Final Maturity or otherwise, shall in no event be deemed to be an event of default hereon. The Registered Owner of this Note, by acceptance hereof, hereby expressly agrees and acknowledges that (i) there may be Additional Interest (including interest thereon) hereon, that is, that Current Interest may not have been paid, without any special notation having been made upon this Note, and (ii) the amounts due and payable of Outstanding Principal Amount hereof and interest hereon are subject to adjustment as provided in the hereinafter defined Redevelopment Agreement.

The principal of this Note shall be payable by check or draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Village Treasurer, as paying agent and note registrar (the "*Note Registrar*"). Interest on this Note shall be paid to the Registered Owner hereof as shown on the Register at the close of business on the 15th day of the month immediately prior to the applicable Regular Interest Payment Date. Interest hereon shall be paid by check or draft of the Issuer, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the hereinafter defined Indenture.

This Note is a term note and is subject to mandatory redemption by operation of the 2016 Subordinate Lien Subaccount of the General Subaccount of the Special Tax Allocation Fund (the "*Note Fund*") at a price of par plus accrued interest without premium, on any date, whenever an annual Accounting shall demonstrate that there is on deposit in the Note Fund an amount in excess of the amount required to pay all Additional Interest and to pay Current Interest due and payable during the Note Year commencing on the January 1 next succeeding such Accounting. The Note Registrar shall make provision for the mandatory redemption of this Note to the fullest extent practicable from such excess.

The Issuer covenants that it will cause the Note Registrar to redeem this Note pursuant to the mandatory redemption required for this Note. Proper provision for mandatory redemption having been made, the Issuer covenants that the Outstanding Principal Amount hereof to be redeemed shall be payable as at Stated Maturity.

This Note is also subject to redemption prior to maturity, at the option of the Issuer, in whole or in part, from any available funds, on any date, at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Ordinance.

Subject to the provisions of the hereinafter defined Indenture, this Note may be transferred as a whole but not in part. Upon surrender hereof at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Note Registrar.

The person in whose name this Note is registered on the Note Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "*TIF Act*"), and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by the home rule powers of the Village pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "*Act*"), and the principal of and interest, and premium, if any, hereon are payable solely from (i) a portion of the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Bartlett Quarry Redevelopment Project Area heretofore designated by the Issuer in accord with the provisions of the Act (the "*Redevelopment Project Area*") by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which

taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such piece of property, all as determined in accordance with the provisions of the TIF Act (the "*Incremental Property Taxes*") (said portion of the Incremental Property Taxes being the "*Limited Incremental Property Taxes*"), and on deposit in and pledged to the 2016 Subordinate Lien Subaccount of the General Subaccount of the Bartlett Quarry Redevelopment Project Area Special Tax Allocation Fund (the "*Special Tax Allocation Fund*") heretofore established by the Village in connection with the designation of the Redevelopment Project Area and (ii) the investment earnings thereon (the Limited Incremental Property Taxes and the investment earnings thereon being, collectively, the "*Pledged Moneys*" under the hereinafter defined Ordinance). This Note is being issued for the purposes of paying or reimbursing a portion of certain costs of a redevelopment Project in the Redevelopment Project Area, all as more fully described in proceedings adopted by the President and Board of Trustees of the Village (the "*Corporate Authorities*") pursuant to the Act and in an ordinance authorizing the issuance of this Note adopted by the Corporate Authorities on the 6th day of September, 2016, and authorizing the issuance hereof (the "*Ordinance*"), and in that certain Redevelopment Agreement by and between the Village and the Developer, and relating to the Redevelopment Project Area (as supplemented or amended, the "*Redevelopment Agreement*"), to all the provisions of which the holder by the acceptance of this Note assents. Under the Act, the Ordinance, that certain Amended and Restated Indenture by and between the Village and Wells Fargo Bank, National Association, Chicago, Illinois as trustee (the "*Indenture*"), and the Redevelopment Agreement, the Incremental Property Taxes shall be deposited in the Special Tax Allocation Fund. Limited Incremental Property Taxes on deposit in the 2016 Subordinate Lien Subaccount of the General Subaccount of the Special Tax Allocation Fund shall be used first and

are pledged for paying the principal of and interest on this Note and then in making any further required payments to any funds and accounts as provided by the terms of the Ordinance and the Indenture. Terms used but not defined herein shall have the same meaning as provided in the Ordinance, the Indenture and the Redevelopment Agreement.

This Note, together with the interest thereon, is a limited obligation of the Issuer, payable solely from the Pledged Moneys and the amounts on deposit in and pledged to the 2016 Subordinate Lien Subaccount of the General Subaccount as provided in the Ordinance, the Indenture and the Redevelopment Agreement. Additional obligations on a parity with this Note may be issued as in the Ordinance provided. For the prompt payment of this Note, both principal and interest, as aforesaid, at Stated Maturity, the Pledged Moneys are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON.

The Issuer hereby expressly finds and determines that the Final Maturity of this Note does not exceed the earlier of (i) the date which is twenty (20) years from the Dated Date or (ii) the date which is December 31 of the year following the twenty-third (23rd) year from the date of designation by the Corporate Authorities of the Redevelopment Project Area, to-wit: December 31, 2023.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the Issuer hereby covenants and agrees that it has made provision for the segregation of the Pledged Moneys and that it will properly account for said taxes and will comply with all the covenants of and maintain

the funds and accounts as provided by the Ordinance, the Indenture and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Note Registrar.

The tables and forms following the signatures on this Note and entitled Advances for Value and Registered Owner Notation are an integral part of this Note as if in each case fully set forth at this place and are incorporated herein by this reference.

IN WITNESS WHEREOF the Village has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and by its Village Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof, to wit, the 6th day of September, 2016.

VILLAGE OF BARTLETT, COOK, DUPAGE  
AND KANE COUNTIES, ILLINOIS

[SEAL]

By  
President, Village of Bartlett, Cook,  
DuPage and Kane Counties, Illinois

Attest:

\_\_\_\_\_  
Village Clerk, Village of Bartlett, Cook,  
DuPage and Kane Counties, Illinois

Date of Authentication: September 6, 2016.

CERTIFICATE  
OF  
AUTHENTICATION

Note Registrar and Paying Agent:  
Village Treasurer, Village of Bartlett,  
Cook, DuPage and Kane Counties,  
Illinois

This Note is the Note described in the within mentioned Ordinance and is the Subordinate Lien Tax Increment Allocation Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project), of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois.

Village Treasurer, as Note Registrar

By \_\_\_\_\_

**STATE OF ILLINOIS  
COUNTIES OF COOK, DUPAGE AND KANE  
VILLAGE OF BARTLETT**

**SUBORDINATE LIEN TAX INCREMENT ALLOCATION REVENUE NOTE, SERIES 2016  
(BARTLETT QUARRY REDEVELOPMENT PROJECT)**

**SOLE NOTE:  
REGISTERED  
NO. ONE**

**MAXIMUM AMOUNT:  
REGISTERED  
\$11,500,000**

**ADVANCES FOR VALUE**

This Note is valid to the amount set forth below, the aggregate of said amounts being its Outstanding Principal Amount.

AMOUNT ADVANCED (\$)	DATE ADVANCED	SIGNATURE OF VILLAGE TREASURER
\$50,001	November 30, 2016	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF ILLINOIS  
COUNTIES OF COOK, DUPAGE AND KANE  
VILLAGE OF BARTLETT

SUBORDINATE LIEN TAX INCREMENT ALLOCATION REVENUE NOTE, SERIES 2016  
(BARTLETT QUARRY REDEVELOPMENT PROJECT)

SOLE NOTE:  
REGISTERED  
NO. ONE

MAXIMUM AMOUNT:  
REGISTERED  
\$11,500,000

**REGISTERED OWNER NOTATION**

This Note shall be registered on the Note Register of the Village kept for the purpose by the Village Treasurer, as Note Registrar. The principal and interest on this Note shall be payable only to or upon the order of the Registered Owner or such owner's legal representative. No registration hereof shall be valid unless signed by the Note Registrar.

DATE OF REGISTRATION	NAME OF REGISTERED OWNER	SIGNATURE OF VILLAGE TREASURER
September 6, 2016	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



*Law Offices of*

**BRYAN E. MRAZ & ASSOCIATES, P.C.**

111 EAST IRVING PARK ROAD • ROSELLE, ILLINOIS 60172-2002 • PHONE (630) 529-2541  
FAX (630) 529-2019

**BRYAN E. MRAZ**  
BEM@MRAZLAW.COM

DAVID W. GULLION  
ASSOCIATE  
DWG@MRAZLAW.COM

## MEMORANDUM

---

**TO:** President and Board of Trustees of the Village of Bartlett  
Valerie L. Salmons, Village Administrator

**FROM:** Bryan E. Mraz, Village Attorney

**DATE:** August 29, 2016

**RE:** Approval of Contact to Purchase Oak Street Vacant Lots

---

In connection with the new police station project, the Board identified two vacant lots on the west side of Oak Street, commonly known as 222 South Oak Street, Bartlett, Illinois, for a future parking lot. An appraisal was procured and an offer price was discussed in executive session. I was directed to negotiate a purchase contract with the owner of the property, as it was not on the market for sale, and I was able to reach agreement with the owner at a price under the maximum purchase price authority I was given to negotiate a contract.

Attached is a Contract to Purchase Vacant Land for \$125,000 signed by the owner of 222 South Oak Street and by the Village Administrator, but the contract is contingent upon final approval by the Village President and Board of Trustees as evidenced by the passage of a Resolution by a majority of the Corporate Authorities of the Village.

Accordingly, I have included with the Contract "A Resolution Approving the Contract to Purchase Vacant Land Between the Village of Bartlett and David Krueger" for \$125,000.

**RESOLUTION 2016 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE CONTRACT TO PURCHASE VACANT  
LAND BETWEEN THE VILLAGE OF BARTLETT AND DAVID KRUEGER**

---

**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 Contract to Purchase Vacant Land between the Village of Bartlett and David Krueger dated as of August 25, 2016 (the "Agreement"), for the purchase of the property commonly known as 222 South Oak Avenue, Bartlett, Illinois, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village Administrator is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 6, 2016

APPROVED: September 6, 2016

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

ATTEST:

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

#### CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016 - \_\_\_\_\_ enacted on September 6, 2016 and approved on September 6, 2016 as the same appears from the official records of the Village of Bartlett.

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



CONTRACT TO PURCHASE VACANT LAND



1. THE PARTIES:

Buyer(s) Village of Bartlett
Address 228 South Main Street City Bartlett State IL Zip 60103
Seller(s) David Krueger
Address 4N300 Lake Eleanor Drive City Wayne State IL Zip 60184-2443

Buyer and Seller are hereinafter collectively referred to as the "Parties".

2. THE REAL ESTATE: Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot dimensions of 120' x 160'
commonly known as 222 South Oak Street
Bartlett
and legally described as follows: Lots 5, 6 and 11 in Bartlett Subdivision, being a Subdivision of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 41 North, Range 9, in Cook County, Illinois. PINS: 06-34-408-011 and 06-34-408-029

3. PURCHASE PRICE of \$ 125,000.00 shall be paid as follows: Initial earnest money of \$ 1,000 by (check), (cash), (note due on), (note due on) to be increased to a total of \$ (10% of purchase price) on Seller's attorney.

The earnest money and the original of this Contract (with copies to Parties) shall be held by the listing broker, (hereinafter referred to as "Escrowee") for the mutual benefit of Parties. Notwithstanding anything herein to the contrary in this Contract, Escrowee shall be authorized to release the earnest money ONLY upon the receipt of a written direction executed by Parties. The balance of the purchase price, as adjusted by prorations, shall be paid at the closing by certified or cashier's check or check from the title company or mortgage lender.

4. FINANCING CONTINGENCY: This contract is contingent upon Buyer obtaining a written mortgage commitment, with contingencies therein, on or before 18, 19 for a conventional, or mortgage loan in the amount of \$ with an initial (check one) fixed rate or adjustable rate of interest not to exceed percent amortized over years, and with Buyer's closing points not to exceed percent.

If this transaction includes Seller financing by Articles of Agreement for Used, the Assumption of Seller's Existing Mortgage or Interim Financing, select the applicable provisions on page four(4) of this Contract.

If after Buyer has submitted a true application and has otherwise made every reasonable effort to procure a loan commitment as hereinabove described and has been unable to do so and gives written notice thereof to Seller on or before the aforesaid date in accordance with the notice requirement herein, THEN THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE EVENT BUYER FAILS TO GIVE SUCH NOTICE, THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT AND THIS FINANCING CONTINGENCY SHALL BE DEEMED WAIVED BY BUYER.

5. CLOSING AND POSSESSION: Closing shall be on October 7, 2016 at Buyer's listing initiation. Seller's title company, office of Seller's attorney in the county in which the property is located or as otherwise agreed. Possession shall be tendered on the day of closing. THE CLOSING AND POSSESSION DATE IS LEGALLY SIGNIFICANT TO BUYER AND SELLER. THE PARTIES UNDERSTAND THAT WHEN THIS CONTRACT IS SIGNED BY BOTH BUYER AND SELLER THE CLOSING AND POSSESSION DATE MAY ONLY BE CHANGED BY MUTUAL AGREEMENT OF PARTIES. Seller agrees to deliver possession of the Real Estate in substantially the same condition as it was on the Date of Contract. All refuse shall be removed from the Real Estate at Seller's expense before the date of possession.

6. BUYER'S RIGHT TO DETERMINE: Buyer shall have 10 calendar days after receipt of (1) the title suitability of the Real Estate for Buyer's intended use including but not limited to: (1) zoning, (2) easements, restrictions and covenants of record, (3) Condominium or Homeowners Association By-laws and (4) flood plain-floodway. In the event Buyer determines the Real Estate is not suitable for Buyer's intended use and gives written notice thereof to Seller within the time specified in accordance with the notice requirement herein, THEN THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE EVENT BUYER FAILS TO GIVE SUCH NOTICE, THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT AND THIS CONDITION SHALL BE DEEMED WAIVED BY BUYER.

7. REAL ESTATE BROKER'S COMMISSION shall be paid shall be paid in accordance with Broker's agreement(s) with the Seller. The brokers in this transaction are as follows:

Listing Office Agent's name Ph: ( ) ( )
Address Ph: ( ) ( ) Fax: ( ) ( )
Selling Office Agent's name Ph: ( ) ( )
Address Ph: ( ) ( ) Fax: ( ) ( )

\*\*commitment and copies of all underlying recorded documents referenced in Schedule B of said title commitment furnished by Seller pursuant to paragraph 11 (as modified herein), and the plat of survey pursuant to paragraph 8 (as modified herein).

**ADDITIONAL CONDITIONS**  
Within 21 days, Buyer

8. **PLAT OF SURVEY:** Seller shall at his expense, furnish a Plat of Survey to Buyer, which is dated not more than six (6) months prior to the date of closing, by an Illinois registered land surveyor, showing all corners staked and no encroachments, measurements of all lot lines, and showing all easements, building line set backs, fences and any improvements on the Real Estate and distances thereof to all lot lines. If requested, Seller(s) shall provide an affidavit verifying that no changes in improvements have been made since the date of said survey.

9. **NOTICE:** All notices required pursuant to this Contract shall be in writing and signed by Seller or Buyer or their attorney or agent and shall be given by: (a) certified or registered mail, return receipt requested, and sent to the Parties at the addresses recited herein, which notice shall be effective on the date of post mark in the U.S. mail or (b) personally served on the Seller or Buyer, and a receipt obtained with the date and time of service, which notice shall be effective upon the date of receipt, or (c) transmission of notice between the parties and their attorneys via facsimile shall be sufficient, provided that the notice transmitted shall be sent on ordinary business days (Monday through Friday, excluding weekends and legal holidays), during ordinary business hours (9:00 a.m. to 5:00 p.m.) and the original of the document transmitted via facsimile shall be sent contemporaneously to the receiving party, postage prepaid first class mail or (d) personal service upon Seller or Buyer, in accordance with the Illinois Rules of Civil Procedure. Notice to any one of a multiple person party shall be sufficient notice to all. THE FAILURE OF ANY PARTY TO PROVIDE THEIR ADDRESS HEREIN SHALL BE DEEMED A WAIVER OF THE RIGHT TO RECEIVE NOTICE.

10. **THE DEED:** Seller shall convey or cause to be conveyed to Buyer, ~~by a recordable general Warranty Deed, with release of homestead rights, or by Trustee's Deed, if the Real Estate is in a land trust,~~ by a recordable general Warranty Deed, conveying good, marketable and merchantable title to the Real Estate and subject only to the following permitted exceptions described herein, if any: (a) general Real Estate taxes assessed, but not yet payable at the time of closing, (b) special assessments confirmed after this Contract date, (c) building set-back lines and use or occupancy restrictions, (d) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of re-entry, (e) zoning laws and ordinances, (f) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds (sheds, garages, docks, feeders, laterals and drain tile, pipe or other conductors), and provided any such utility easement is located within ten (10) feet of the lot line of the Real Estate. *within 21 days Buyer shall procure*

11. **TITLE:** Seller shall furnish to Buyer, at Buyer's expense, a Commitment for Title Insurance issued by a title insurance company licensed to do business in the State of Illinois, to issue an owner's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) including coverage over Schedule B General Exceptions in the amount of the purchase price covering the date hereof, subject only to the following (a) permitted exceptions as set forth in paragraph No. 10, (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due the Seller at closing, if necessary), and (c) acts done or suffered by or judgments against Buyer, or those claiming by, through or under Buyer. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have thirty (30) days from the date of delivery thereof to have said exceptions removed, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments and the closing date shall be delayed, if necessary, to allow time to have said exceptions waived. If Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for insurance as specified above as to such exceptions, within the specified time, Buyer may terminate the Contract between Parties, or may elect, upon notice to Seller within ten (10) days after the expiration of the 30 day period, to take the title as it then is, with the right to deduct from the purchase price prior encumbrances of a definite or ascertainable amount. If Buyer does not elect to accept the Real Estate as provided above, **THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.** *Buyer's as modified*

OK

~~12. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at closing an Affidavit of Title covering the date of closing, subject only to those permitted exceptions set forth in paragraph No. 10, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in a manner specified in paragraph No. 11. In the event that this Contract calls for title to be conveyed by a Land Trustee's Deed, the Affidavit of Title required to be furnished by Seller shall be signed by the beneficiaries of said Trust.~~

12. **AFFIDAVIT OF TITLE:** Seller shall furnish Buyer at closing an Affidavit of Title covering the date of closing, subject only to those permitted exceptions set forth in paragraph No. 10, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in a manner specified in paragraph No. 11. In the event that this Contract calls for title to be conveyed by a Land Trustee's Deed, the Affidavit of Title required to be furnished by Seller shall be signed by the beneficiaries of said Trust. *copy of all records documented in Schedule B and including extended*

13. **PRORATIONS:** The general Real Estate taxes shall be prorated as of the date of closing on the basis of the tax assessor's latest assessment, multiplied by the latest known tax rate, and latest known equalization factors. Proratable items shall include, without limitation, ~~property taxes, homeowners association assessments and other assessments.~~ All prorations shall be prorated as of the date of closing and shall be final unless otherwise agreed in writing between Seller and Buyer.

14. **INTERNAL REVENUE CODE REQUIREMENTS:** Parties agree to furnish, execute and deliver all documentation and information to comply with the reporting requirements of Section 8048(e) and Section 1445 of the Internal Revenue Code.

15. **PERFORMANCE AND DEFAULT:** Time is of the essence in this Contract. If Buyer fails to perform in accordance with this Contract, then at the option of Seller, and upon the written notice to Buyer, the earnest money shall be forfeited by Buyer as liquidated damages and this Contract shall thereupon terminate, or Seller may refuse to accept the earnest money as liquidated damages, and pursue any and all legal remedies that may be available in law and equity against Buyer. If Seller fails to perform in accordance with this Contract, then the earnest money shall be refunded to Buyer and Buyer may pursue any and all legal remedies against Seller that are available in law and equity. In addition, the non-prevailing Party shall pay all reasonable attorney fees and costs incurred by the prevailing Party in enforcing the terms and provisions of this Contract, including forfeiture or specific performance or any other remedy, or in defending any proceeding to which Buyer or Seller is made a party as a result of any act or omission of the other Party. *including, but not limited to, specific performance.*

16. **DAMAGE OF REAL ESTATE PRIOR TO CLOSING:** If prior to delivery of the deed hereunder, Real Estate shall be materially damaged, or is taken by condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged together with the proceeds of any insurance payable as a result of the damage, which proceeds Seller agrees to assign to Buyer. In no event shall Seller be obligated to repair or replace any damage.

17. **SELLER REPRESENTATIONS:** Seller, or its beneficiaries, or agents, warrant that no notice has been received from any state or local governmental authority of any zoning, building or health code violations, or of any pending rezoning, or of any special assessment proceedings affecting the Real Estate.

18. **REAL ESTATE SETTLEMENT PROCEDURES ACT OF 1974:** The Buyer and Seller will comply with the Real Estate Settlement Procedures Act of 1974, as amended, and will furnish all information required for compliance therewith.

19. **ESCROW CLOSING:** ~~At the election of Parties, not less than 3 days prior to the closing, this sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement as agreed upon between Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, the payment of the purchase price and delivery of deed and other documents required to be delivered by this Contract, shall be made through the escrow, provided that the cost of the escrow shall be split equally between the parties.~~ *split equally between the parties.*

20. **DATE OF THE CONTRACT AND SIGNATURES:** The date of the Contract shall be deemed to be the date of acceptance. Facsimile signatures shall be sufficient for purposes of executing, negotiating and finalizing this Contract.

THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED BY THE FOX VALLEY ASSOCIATION OF REALTORS AND THE TRI-CITY ATTORNEYS COMMITTEE OF THE KANG COUNTY BAR ASSOCIATION. THIS FORM IS APPROPRIATE IN MANY BUT NOT ALL CIRCUMSTANCES. THEREFORE YOU MAY WISH TO CONSULT AN ATTORNEY BEFORE SIGNING. THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY THE PARTIES.

CAUTION: Seller and Buyer are hereby advised that un subdivided vacant land presents unique and complex legal circumstances and therefore, consultation with an attorney is strongly recommended before signing this Contract.

Date of Offer August 25, 2016 Date of Acceptance August 26, 2016  
Buyer Village of Bartlett Seller \_\_\_\_\_  
By: Valerie L. Salmons Federal Tax I.D. # \_\_\_\_\_  
Village Administrator Seller DK  
Federal Tax I.D. # \_\_\_\_\_



~~the sale of Buyer's home on or before \_\_\_\_\_, 19\_\_\_\_. If Buyer has/has not (delete one) entered into a Contract for the sale of Buyer's home.~~

~~If Buyer is unable to close the sale of Buyer's home by the date specified herein and notifies Seller thereof on or before said date in writing, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IF BUYER FAILS TO NOTIFY SELLER WITHIN THE TIME SPECIFIED HEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER WILL CLOSE ON THE SALE OF HIS HOME OR WILL PURCHASE THE REAL ESTATE WITHOUT THE SALE OF HIS HOME.~~

~~In the event Seller receives an acceptable bona fide offer to purchase the Real Estate, which offer does not contain a contingency as set forth in this provision, Seller shall serve notice upon Buyer of his intent to accept the third party offer. Seller's notice to Buyer shall specify the person or persons (and address) to receive Buyer's response within the time specified. Upon receipt of Seller's notice, Buyer may do one of the following within \_\_\_\_\_ hours:~~

- ~~I. Remove ALL contingencies contained in this Contract (INCLUDING FINANCING CONTINGENCY) by delivering a signed written notice (Buyer's notice) to Seller, and if Buyer so removes said contingencies, this Contract remains in full force and effect; or~~
- ~~II. If such contingencies are not so removed within said time period by Buyer, THIS CONTRACT SHALL TERMINATE UPON EXPIRATION OF THE TIME PERIOD AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.~~

~~For the purpose of Provision 25 and Provision 26, notice shall be in writing and deemed served upon receipt by Buyer or Buyer's designated agent for service only, as set forth below and in accordance with paragraph No. 9(b) of this Contract. In the event Buyer does not presently reside within Kane County, IL or Buyer is inaccessible to service, Buyer shall designate an agent to receive notice of Seller's intent consistent with this provision. Buyer's agent shall reside within Kane County, IL and shall be accessible for receipt of notice. Notice to Buyer or Buyer's agent shall be deemed served by mail to the address of the designated agent.~~

~~Buyer's designated agent:~~

~~28. CANCELLATION OF PRIOR CONTRACT. If Seller has entered into a Contract ("prior contract") with purchasers other than Buyer herein, this Contract shall be subject to the termination and cancellation of the prior Contract dated \_\_\_\_\_, 19\_\_\_\_ by and \_\_\_\_\_ by and \_\_\_\_\_ as purchaser, on or before \_\_\_\_\_, 19\_\_\_\_. In the event the Prior Contract is not terminated or cancelled within this time specified, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.~~

~~29. INTERIM FINANCING CONTINGENCY. This Contract is contingent upon Buyer obtaining interim financing. The commitment shall be assured by \_\_\_\_\_, 19\_\_\_\_ in the amount of \$\_\_\_\_\_.~~

~~If Buyer is unable to secure the interim financing commitment and gives written notice thereof to Seller within the time specified herein, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.~~

~~30. ASSUMPTION CONTINGENCY. Subject to the terms and conditions set forth in this provision, Seller's liability, the existing indebtedness on the Real Estate having an unpaid balance of approximately \$\_\_\_\_\_ bearing an annual interest rate at \_\_\_\_\_% for an original term of \_\_\_\_\_ years, provided the terms of said mortgage do not permit the mortgagee at its election to accelerate the mortgage indebtedness payments, provided further that Buyer furnish current credit information acceptable to Seller and, if necessary, to Seller's lender. Buyer shall pay any assumption fee. Seller shall promptly furnish Buyer copies of all pertinent documents upon request. Should Buyer be denied the privilege of assuming the existing loan in accordance with the terms hereof, unless Buyer is also applying for an alternative source of financing, Buyer shall give written notice of such denial on or before \_\_\_\_\_, 19\_\_\_\_. THEN THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.~~

~~If, prior to closing, Seller has not been released from liability, Buyer shall execute at closing an assumption agreement in recordable form which shall indemnify, defend and hold Seller harmless from liability arising from Buyer's default. Buyer shall not sell the Real Estate to a third party under mortgage assumption terms without prior written consent of Seller unless Seller shall have been released from liability under said mortgage.~~

~~31. ARTICLES OF AGREEMENT FOR DEED. If the mortgagee on the Real Estate do not permit the mortgagee to accelerate the unpaid balance of the note secured by this mortgage, Articles of Agreement for Deed acceptable to Parties and their attorneys shall be prepared by Seller's attorney for the respective parties on or before \_\_\_\_\_, 19\_\_\_\_ consistent with the following terms:~~

Downpayment (including earnest money) \$ \_\_\_\_\_

Date of first payment: \_\_\_\_\_

Date of final payment: \_\_\_\_\_

Date of possession: \_\_\_\_\_

Monthly payment (Principal and Interest): \$ \_\_\_\_\_

Tax reserve (1/12 of estimated bill): \$ \_\_\_\_\_

Insurance reserve (1/12 of estimated premium): \$ \_\_\_\_\_

Total Monthly Payment: \$ \_\_\_\_\_

~~The amount of the monthly payment representing principal and interest is a sum which will amortize the contract balance of \$\_\_\_\_\_ at an interest rate of \_\_\_\_\_% over a period of \_\_\_\_\_ years with a balloon payment in \_\_\_\_\_ years.~~

~~It is agreed by the Parties that they shall not be legally obligated to the aforesaid suggested terms.~~

~~32. INTEREST EARNING ACCOUNT. The earnest money shall be deposited in a federally insured interest bearing account at a financial institution designated by Seller's agent. All interest earned on the earnest money shall accrue to the benefit of Buyer and is to be paid to Buyer at the time of closing or the termination of this Contract, unless Buyer has defaulted and Seller has been notified of such default.~~

OK

31. This Contract is contingent upon its approval by the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") as evidenced by a duly adopted Resolution passed by a majority of the Corporate Authorities at its next succeeding regular meeting after it has been executed by the Seller and returned to the Buyer's attorney,



## Agenda Item Executive Summary

Item Name	Committee or Board	Board
Brewster Creek TIF Developer Note		

### BUDGET IMPACT

<i>Amount:</i>	501,300	<i>Budgeted</i>	501,300
<i>List what fund</i>	Brewster Creek TIF Project		

### EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #3, Payout #37

### ATTACHMENTS (PLEASE LIST)

Finance Memo 2016-17, dated August 30, 2016  
Resolution  
Memorandum of Payment  
Owner's Sworn Statement  
Village Engineer letter

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION: I move to approve Resolution Number 2016-\_\_\_\_\_ A Resolution Approving of Disbursement Request for Payout No. 37 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project**

Staff: Jeff Martynowicz/Finance Director

Date: 08/30/16



**Village of Bartlett**  
**Finance Department Memo**  
**2016 - 17**

**DATE:** August 30, 2016  
**TO:** Valerie Salmons, Village Administrator  
**FROM:** Jeff Martynowicz, Finance Director   
**SUBJECT:** Brewster Creek TIF Developer Note #3 Payout #37

In November 2007, the Board authorized the Village to issue Developer Note #3, not to exceed \$10,400,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the Village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached are a resolution and several documents to approve the 37<sup>th</sup> development note #3 payout request for the Brewster Creek TIF development. The requested amount is \$501,300.00. The note requires the reimbursements to be in even increments of \$100. The total requested including this payout is \$8,891,100. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Payment Request
2. Memorandum of Payment
3. Owner's Sworn Statement
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

**MOTION:** I move to approve Resolution Number 2016-\_\_\_\_\_ A Resolution Approving of Disbursement Request for Payout No. 37 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

**RESOLUTION 2016- -R**

**A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 37 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2007 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT**

**WHEREAS**, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

**WHEREAS**, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2007, in an amount not to exceed \$10,400,000 (the "Series 2007 Subordinate Note"); and

**WHEREAS**, ECS has delivered to the Village its thirty-seventh Memorandum of Payment requesting that it be reimbursed the sum of \$501,300.00 in Project Costs for Payout No. 37 from the Subordinate Lien Tax Increment Revenue Note; and

**WHEREAS**, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") in support of its thirty-seventh Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by the thirty-seventh Memorandum of Payment request; and

**WHEREAS**, The Series 2007 Subordinate Note requires advances to be in even increments of \$100,

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

**SECTION ONE:** The Memorandum of Payment No. 37 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2007 Subordinate Note in the sum of \$501,300.00 is hereby approved.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** September 6, 2016

**APPROVED:** September 6, 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- R, enacted on September 6, 2016 and approved on September 6, 2016, as the same appeared from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

**DEVELOPER NOTE #3**  
**MEMORANDUM OF PAYMENT NO. 37**

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$501,300 bearing an interest rate at 9.0% per annum.

**ELMHURST-CHICAGO STONE COMPANY**

By:           Kenneth J. Palmer          

Dated:           8 - 29 - 16

**DEVELOPER NOTE #3**  
**OWNER'S SWORN STATEMENT TO CHICAGO TITLE INSURANCE COMPANY**

Commitment No.

Draw No. 37

State of Illinois, County of Du Page

THE AFFIANT, Kenneth J Lahner, being duly sworn on oath deposes and says that he is Vice President of Elmhurst Chicago Stone Company 400 West 1st Street, Elmhurst, IL 60126, owner for the premises in Du Page County, Illinois described on Exhibit A attached hereto

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of such persons, the amounts paid and the amount due or to become due to each.

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Bryan E. Mraz & Associates 111 East Irving Park Road Roselle, IL 60172	Legal Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Faermark, Mindel & Williams LLC 1900 South Highland - Suite 100 Lombard, IL 60148	Legal Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Chapman & Cutler P O Box 71291 Chicago, IL 60694	Legal Fees	\$52,000.00	\$0.00	\$0.00	\$52,000.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Geotechnical Exploration	\$14,863.93	\$0.00	\$0.00	\$14,863.93	\$0.00	\$0.00
Village of Bartlett West Suburban Bank	Rounding	\$289.22	\$0.00	\$0.00	\$289.22	\$0.00	\$0.00
Encap, Inc 1709 Afton Road Sycamore, IL 60178	Wetlands Management	\$223,555.21	\$0.00	\$0.00	\$223,555.21	\$0.00	\$0.00
Planning Resources, Inc 402 West Liberty Drive Wheaton, IL 60187	Wetlands Monitoring	\$70,917.03	\$0.00	\$0.00	\$70,917.03	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Spitzer Road	\$2,188.05	\$0.00	\$0.00	\$2,188.05	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	\$95,715.00	\$0.00	\$0.00	\$95,715.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Fire Station	\$16,415.90	\$0.00	\$0.00	\$16,415.90	\$0.00	\$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	\$3,442.41	\$0.00	\$0.00	\$3,442.41	\$0.00	\$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Grade Spitzer Road at Fire Station	\$9,741.76	\$0.00	\$0.00	\$9,741.76	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bartlett Quarry Professional Surveying	\$3,546.80	\$0.00	\$0.00	\$3,546.80	\$0.00	\$0.00
Lake County Grading Co, LLC P O Box L Libertyville, IL 60048	Lot 9E Mass Grading	\$245,943.80	\$0.00	\$0.00	\$245,943.80	\$0.00	\$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road at Fire Station Paving	\$45,595.00	\$0.00	\$0.00	\$45,595.00	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road Paving	\$5,367.91	\$0.00	\$0.00	\$5,367.91	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Blvd Ext	\$8,298.24	\$0.00	\$0.00	\$8,298.24	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Boulevard	\$381,263.38	\$0.00	\$0.00	\$381,263.38	\$0.00	\$0.00
Fleming's Landscape 1828 Arabian Avenue Naperville, IL 60565	Dania Frontage Tree & Seed	\$1,290.00	\$0.00	\$0.00	\$1,290.00	\$0.00	\$0.00
Com Ed C/O V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Electric Service Hardt & Humbracht	\$7,127.67	\$0.00	\$0.00	\$7,127.67	\$0.00	\$0.00
Landworks, Ltd 751 S. Bolingbrook Drive Link #17 Bolingbrook, IL 60440	Minador Wetlands Mitigation	\$107,589.34	\$0.00	\$0.00	\$107,589.34	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Repair Potholes and Fire Hydrant	\$3,978.50	\$0.00	\$0.00	\$3,978.50	\$0.00	\$0.00
La Fayette Home Nursery RR 1 Box 1A La Fayette, IL 61449	Controlled Burn of Wetland Slopes	\$7,950.00	\$0.00	\$0.00	\$7,950.00	\$0.00	\$0.00
Anchor Electric 291 East St Charles Road Carol Stream, IL 60188	Humbracht Circle Ext Street Lighting	\$72,152.39	\$0.00	\$0.00	\$72,152.39	\$0.00	\$0.00
R-Mark Wildlife Mgt P O Box 3992 St Charles, IL 60174	Muskrat & Beaver Control	\$4,075.00	\$0.00	\$0.00	\$4,075.00	\$0.00	\$0.00
Prizzo and Associates, Ltd P O Box 98 136 Railroad Street Leland, IL 60531	Wetlands Management	\$153,569.10	\$0.00	\$0.00	\$153,409.36	\$0.00	\$159.74
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Respread Topsoil on Wetland Slopes	\$2,185.00	\$0.00	\$0.00	\$2,185.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Topographic Mapping	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Blvd Pavement Rehab	\$41,500.00	\$0.00	\$0.00	\$41,500.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Surveying Consulting Services	\$25,078.00	\$0.00	\$0.00	\$25,078.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Parking	\$69,425.00	\$0.00	\$0.00	\$64,525.00	\$0.00	\$4,900.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9B	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Neenah Grates	\$4,315.68	\$0.00	\$0.00	\$4,315.68	\$0.00	\$0.00

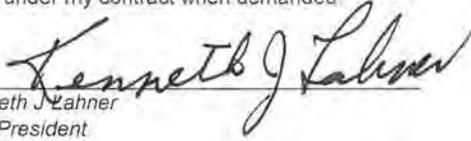
NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B Mass Grading	\$449,822.50	\$0.00	\$0.00	\$449,822.50	\$0.00	\$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B, 9C, 9H, & 9I Mass Grading	\$1,933,899.10	\$264,382.55	\$0.00	\$2,198,281.65	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP 2015 Mass Grading - Bidding, Final Engineering, Topographic Mapping for Lots 9B, 9C, 9H, 9I	\$63,247.50	\$0.00	\$0.00	\$63,247.50	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Lot 9 Arco Murray - Final Engineering & Topographic Mapping	\$71,572.50	\$0.00	\$0.00	\$71,572.50	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP Lot 9 MG - Construction Management	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Sanitary Sewer Grading	\$33,641.75	\$0.00	\$0.00	\$33,641.75	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Mass Grading	\$41,701.81	\$0.00	\$0.00	\$41,701.81	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Land Planning, Engineering & Surveying Services	\$4,170.00	\$0.00	\$0.00	\$4,170.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lot 9B Mass Grading- Material Testing	\$34,300.00	\$0.00	\$0.00	\$14,157.50	\$0.00	\$20,142.50
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lots 9B, 9C, 9H & 9I Mass Grading - Material Testing	\$71,060.00	\$4,193.00	\$0.00	\$75,253.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Wetland Basin Hydrologic Study and Grading Plan	\$375,000.00	\$0.00	\$0.00	\$323,000.00	\$0.00	\$52,000.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9C1 Mass Grading Construction Management	\$175,000.00	\$0.00	\$0.00	\$159,500.00	\$15,500.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path Design	\$21,000.00	\$0.00	\$0.00	\$21,000.00	\$0.00	\$0.00
Geo Services, Inc. 805 Amherst Ct, Ste 204 Naperville, IL 60565-3488	Material Testing Services	\$150,000.00	\$30,362.50	\$0.00	\$158,181.25	\$22,181.25	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Cook Cty Land Planning	\$1,802.50	\$0.00	\$0.00	\$1,802.50	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Cook Cty Topo Survey	\$40,000.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Ck Cty Mass Grading Design	\$35,000.00	\$0.00	\$0.00	\$0.00	\$22,505.94	\$12,494.06

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Ck Cty Wetland Bike Path	\$263,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$263,560.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP-Parkway Tree Design	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9C1 Mass Grading	\$2,976,085.75	\$617,842.30	\$177,440.04	\$2,932,623.88	\$438,536.79	\$222,567.38
<b>TOTALS</b>		<b>\$8,547,742.73</b>	<b>\$916,780.35</b>	<b>\$177,440.04</b>	<b>\$8,387,475.42</b>	<b>\$501,223.98</b>	<b>\$575,823.68</b>

AMOUNT OF ORIGINAL CONTRACT	\$8,547,742.73	WORK COMPLETED TO DATE	\$9,066,139.44
EXTRAS TO CONTRACT	\$916,780.35	LESS: 0.00% RETAINED	\$177,440.04
TOTAL CONTRACT AND EXTRAS	\$9,464,523.08	NET AMOUNT EARNED	\$8,888,699.40
CREDITS TO CONTRACT			
ADJUSTED TOTAL CONTRACT	\$9,464,523.08	NET PREVIOUSLY PAID	\$8,387,475.42
		NET AMOUNT OF THIS PAYMENT	\$501,223.98
		BALANCE TO BECOME DUE (Inc. Retentic	\$575,823.68

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 100% of the cost of work completed to date.

I agree to furnish Waivers of Lien for the material under my contract when demanded.

  
 Kenneth J. Lahner  
 Vice President

Subscribed and sworn before me this 29th day of August, 2016

The above sworn statement should be obtained by the owner before each and every payment

  
 Notary



August 29, 2016

Mr. Jeff Martynowicz, Director of Finance

RE: DEVELOPER NOTE # 3 MEMORANDUM  
OF PAYMENT # 37 – RELATIVE TO THE  
REDEVELOPMENT AND FINANCING  
AGREEMENT BETWEEN THE VILLAGE  
OF BARTLETT AND ELMHURST CHICAGO  
STONE COMPANY

Dear Jeff:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The Developer Note # 3 Memorandum of Payment # 37 from Elmhurst Chicago Stone Company requesting payment in the amount of **\$ 501,300.00** to reimburse itself for monies spent on the project for the period of **JULY 1, 2016** through **JULY 31, 2016**;
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have also reviewed the certification of V3 Companies, Martam Construction and Geo-Services, Inc. stating that the work has been completed and materials are in place as indicated on the Developer Note # 3 Memorandum of Payment # 37. Based on periodic field observations and review of supporting documents submitted, we concur with the opinion of V3 Companies, Martam Construction and Geo-Services, Inc. that the work has been completed and materials are in place as indicated in the Developer Note # 3 Memorandum of Payment # 37, covered by the dates July 1, 2016 through July 31, 2016.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in blue ink, appearing to read "R. Allen".

Robert Allen, P.E.

cc: Todd Dowden, Finance Department  
Dan Dinges, P.E., Director of Public Works  
Kenneth Lahner, Elmhurst Chicago Stone Company  
Bryan Mraz, Village Attorney



COMMUNITY DEVELOPMENT MEMORANDUM

16-181

**DATE:** August 25, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request – Podolak

---

Attached is the application requesting approval for an Amplifier Permit to allow a disc jockey as part of a wedding celebration at 1017 Lakewood Dr. on Saturday, September 10<sup>th</sup>, 2016 from 5:00 P.M. to 11:00 P.M.

The petitioner is requesting that the amplifier permit be approved in compliance with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits on Sunday, or **after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

For Office Use Only:  
**RECEIVED**  
Permit **COMMUNITY DEVELOPMENT**  
Received: **JUL 26 2016**  
**# 201602325**  
**VILLAGE OF BARTLETT**



**Village of Bartlett**  
Community Development Dept.  
228 S. Main Street  
Bartlett, IL 60103  
Ph: (630) 540-5940  
Fax: (630) 540-5436  
E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M. Application must be received at least two weeks prior to the Village Board meeting.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:**

MARIOLA PODOLAK 665 BRYN MAWR AVE, BARTLETT (708) 417-9081  
NAME ADDRESS PHONE

**ADDRESS OF EVENT:** 1017 LAKEWOOD DR., BARTLETT

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:**

EDYTA WILK (847) 630-1043  
NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** WEDDING

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** SATURDAY, SEPTEMBER 10<sup>TH</sup>  
5<sup>00</sup> pm - 11<sup>00</sup> pm

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) DJ

**SIGNATURE OF APPLICANT:** *Mariola Podolak*

**SIGNATURE OF PROPERTY OWNER:** *Edyta Wilk*

**FOR OFFICE USE ONLY**

Zoning Dist. <u>SR-4</u>	FINAL INSPECTION DATE <u>09/12/16</u>	ISSUED BY <u>FCS</u>	TOTAL FEE <u>15.00</u>
-----------------------------	--	-------------------------	---------------------------

PD 726-16

# LOCATION MAP

## 1017 Lakewood Dr

### Amplifier Permit Request





## Agenda Item Executive Summary

Item Name	Kent Circle Water Tower Painting Project	Committee or Board	Board
-----------	--	-----------------------	-------

### BUDGET IMPACT

Amount:	227,200	Budgeted	200,000
List what fund	Water Fund		

### EXECUTIVE SUMMARY

On July 6, 2016 a *Notice to Bidders* was published in the Bartlett Examiner soliciting bids for the Kent Circle water tower painting project. The project consists of abrasive blast cleaning, containment, and recoating the tank exterior including village logo. Nine bid packets were sent out to prospective bidders. Six bids were received, and they were opened at 10:00 A.M. on August 4th.

Three cell carriers currently have their antennas mounted on this tower; so we asked for two alternate bids:

1. -Performing the work with the antennas remaining in place and protected by the painting contractor.
- 2.- Performing the work with the antennas removed by the cell carriers and reinstalled when completed.

The low bid for Option #1 is Seven Brothers Painting Inc. in the amount of \$227,200.

The low bid for Option #2 is Jetco Ltd. in the amount of \$149,070.

Option #1 works out to be the quickest and most cost-effective way to go for both the Village of Bartlett and the three cell carriers. The cost differential between the two bids is \$78,130. The 3 cell carriers; T-Mobile, Sprint, and AT&T have each committed to pay the Village \$26,043 to offset this cost difference. So in essence the Village of Bartlett's cost for this project will be \$149,070.

Seven Brothers Painting Inc. is the low bidder for Option #1 at \$227,200. While they have not done any work for Bartlett, they are a reputable company endorsed by our consultant Dixon Engineering. Attached is a bid tally sheet for your review.

### ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Bid Tabulation, Agreement

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion: I move that Village Board approve Resolution 2016-\_\_\_\_; a resolution approving the agreement between the Village of Bartlett and Seven Brothers Painting Inc. for the Kent Circle Water Tower Painting Project in the amount of \$227,200.

Staff: Dan Dinges; Director of Public Works

Date: 8/29/16

# MEMO

**Date:** August 29, 2016

**To:** Valerie L. Salmons, Village Administrator

**From:** Dan Dinges, Public Works Director

**Re:** *Kent Circle Water Tower Painting Project*

On July 6, 2016 a *Notice to Bidders* was published in the Bartlett Examiner soliciting bids for the Kent Circle Water Tower Painting Project. The project consists of abrasive blast cleaning, containment, and recoating the tank exterior including our Bartlett logo. Nine bid packets were sent out to prospective bidders. Bids were due no later than August 4<sup>th</sup> at 10:00 A.M. Six bids were returned with a range from a high of \$341,950 to the low of \$149,070.

Three cell carriers currently have their antennas mounted on this tower; so we asked for two alternate bids:

Option #1.- Performing the work with the antennas remaining in place and protected by the painting contractor.

Option #2.- Performing the work with the antennas removed by the cell carriers and reinstalled when completed.

The low bid for Option #1 is Seven Brothers Painting Inc. in the amount of \$227,200.

The low bid for Option #2 is Jetco Ltd. in the amount of \$149,070.

Option #1 works out to be the quickest and most cost effective way to go for both the Village of Bartlett and the three cell carriers. The cost difference between the two bids is \$78,130. The three cell carriers; T-Mobile, Sprint, and AT&T have each committed to pay the Village \$26,043 to offset this cost difference. So in essence the Village of Bartlett's cost for this project will be \$149,070.

Seven Brothers Painting Inc. is the low bidder for Option #1 at \$227,200. While they have not worked for Bartlett in the past, they are an experienced and reputable painting contractor endorsed by our consultant Dixon Engineering. We feel that they are qualified to perform this work. I have attached a bid tally sheet for your review.

The budget amount is \$200,000 which will be funded out of the Capital Budget Water Fund.

Based upon the bids submitted, I recommend the bid be awarded to Seven Brothers Painting Inc. of Shelby Township, Michigan.

Please place this on the next available Board Agenda.

RESOLUTION 2016 - \_\_\_\_\_

**A RESOLUTION APPROVING OF  
KENT CIRCLE WATER TOWER PAINTING PROJECT  
AGREEMENT BETWEEN THE VILLAGE  
OF BARTLETT AND SEVEN BROTHERS PAINTING INC.**

---

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

**SECTION ONE:** The Kent Circle Water Tower Painting Project Agreement dated September 6, 2016, between Seven Brothers Painting Inc. and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein by this reference (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:

ABSENT:

PASSED: September 6, 2016

APPROVED: September 6, 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 Resolution 2016 - \_\_\_\_\_ enacted on September 6, 2016, and approved on September 6, 2016, as the same appears from the official records of the Village of Bartlett.

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

Bartlett, Illinois - 200,000 Gallon Spheroid (Kent Circle)  
 2016 Water Tower Painting Project - August 4, 2016

	LC United Painting Sterling Heights, MI	Seven Brothers Painting Shelby Twp., MI	Jetco Joliet, IL	Horizon Brothers Painting Howell, MI	Era Valdivia Chicago, IL
<b>FALL 2016</b>					
<b>Section 09 97 13</b>					
Ext Repaint-Cables in Place (1a)					
Ext Repaint-Cables Removed (1b)					
Lettering (2)					
Logo - Alternate (3)					
<b>Total Base Bid-Cables in Place (1a &amp; 2)</b>	322,000	229,300	446,580		
Total Alt Bid-Cables in Place (1a & 3)	326,000	227,200 *	449,070		
Total Base Bid-Cables Removed (1b & 2)	247,000	224,300	146,580	333,800	
Total Alt Bid-Cables Removed (1b & 3)	251,000	222,200	149,070	340,800	
<b>SPRING 2017</b>					
<b>Section 09 97 13</b>		{ Same as 2016 }	{ Same as 2016 }	{ No 2017 Bid }	
Ext Repaint-Cables in Place (1a)					
Ext Repaint-Cables Removed (1b)					
Lettering (2)					
Logo - Alternate (3)					
Total Base Bid-Cables in Place (1a & 2)	332,000				
Total Alt Bid-Cables in Place (1a & 3)	336,000				
Total Base Bid-Cables Removed (1b & 2)	247,000				
Total Alt Bid-Cables Removed (1b & 3)	251,000				
Addendum 1 Acknowledgement	Yes	Yes	Yes	NO	
Addendum 2 Acknowledgement	Yes	Yes	Yes	NO	
Bid Bond	Yes	Yes	Yes	Yes	

Did not submit  
 the schedule of  
 values per the  
 addendum.

Bartlett, Illinois - 200,000 Gallon Spheroid (Kent Circle)  
 2016 Water Tower Painting Project - August 4, 2016 -

V&T Painting	Classic Protective Coatings	Tank Pro Inc.	MaxCOR, Inc.
Farmington Hills, MI	Menomonie, WI	Northport, AL	New Lenox, IL
<b>FALL 2016</b>			
<b>Section 09 97 13</b>			
Ext Repaint-Cables in Place (1a)			
Ext Repaint-Cables Removed (1b)			
Lettering (2)			
Logo - Alternate (3)			
Total Base Bid-Cables in Place (1a & 2)	441,950		
Total Alt Bid-Cables in Place (1a & 3)	451,950		
Total Base Bid-Cables Removed (1b & 2)	331,950		218,800
Total Alt Bid-Cables Removed (1b & 3)	341,950		225,700
<b>SPRING 2017</b>			
<b>Section 09 97 13</b>			
Ext Repaint-Cables in Place (1a)	(Same as 2016)		(no 2017 bid)
Ext Repaint-Cables Removed (1b)			
Lettering (2)			
Logo - Alternate (3)			
Total Base Bid-Cables in Place (1a & 2)			
Total Alt Bid-Cables in Place (1a & 3)			
Total Base Bid-Cables Removed (1b & 2)			
Total Alt Bid-Cables Removed (1b & 3)			
Addendum 1 Acknowledgement	Yes		No
Addendum 2 Acknowledgement	Yes		No
Bid Bond	Yes		Yes

Bid arrived at  
 10:30, after the  
 10:00 opening.

Did not submit  
 the schedule of  
 values per the  
 addendum.

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Village of Bartlett

228 S. Main St.

Bartlett, IL 60103

(hereinafter called Owner)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner using this combined Bid/Agreement form to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security and all State of Illinois provisions. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts all the terms and conditions of the combined Bid/Agreement form. (The Bid/Agreement form is an attempt to shorten the time period between submittal and award.) Bidder's signature is an acceptance of all terms of the Agreement section and this Bid, if successful, will become an Agreement after it has been signed by an authorized representative of the Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u># 1</u>	<u>7/11/16</u>
<u># 2</u>	<u>7/13/16</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports, if available.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. All references to Bidder in this affirmation will change to the term Contractor if this Bid becomes an Agreement.

#### ARTICLE 4 – FURTHER REPRESENTATIONS

- 4.01 Bidder further represents that:
  - A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
  - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
  - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
  - D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
  - E. Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.
- 4.02 Bidder further represents that:
  - A. Bidder has been prequalified for projects of this design, size, and complexity, or submits a "Bidder's Sworn Work History Statement."
  - B. Bidder is not barred from contracting with the Owner as a result of a violation of 720ILCS 5/33 et seq. Contractor shall certify that it is not barred from bidding the Work or executing this Agreement as a result of conviction for violation of 720 ILCS 5/33 et seq. prohibiting bid rigging or bid rotating.
- 4.03 Bidder agrees that no less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this Contract.
- 4.04 Compliance with Laws and Grants: Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's "Ordinance Ascertaining the Prevailing Rate of Wages" in effect as of the date of this Contract has been attached as an Appendix to

this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business, any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all the conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

#### ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents, including all labor and material, for the following price:

Base Bid price based on the Schedule of Values:

TWO HUNDRED TWENTY NINE THOUSAND THREE HUNDRED \$ 229,300.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Project Summary – Section 00 00 40.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times, or within Milestone dates.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are to be attached to and made a condition of this Bid:
- A. Required 10% Bid security in the form of a bond or cash surety. Include AM Best rating of bond company.
  - B. List of Proposed Subcontractors
  - C. Bidder Qualification Statement with Supporting Data – If Required
  - D. Affidavit of Non-Collusion
  - E. Certification for Contract.
  - F. Contractor Certification that he is not disbarred.
  - G. Certification of Compliance with Section 11-42-.1 of Illinois Municipal Code (taxes).

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and/or the Supplementary Conditions.
- 8.02 *Time Framework for Award Execution:* The Owner will open bids on the bid date. After opening, no bid may be withdrawn or altered for sixty days, unless specifically stated elsewhere. The Owner may negotiate with the low Bidder and mutually both parties may alter bid (i.e. partial award of project).

The Bidder will be notified of award within sixty days of bid date, unless stated elsewhere or mutually extended. Notice of Award form will be sent by fax or mail. Within ten business days of Notice of Award, supply the Engineer with three original sets of separate Payment, Performance, and Maintenance Bonds. Supply three original sets of Certificates of Insurance meeting requirements of General Conditions and Supplementary Conditions 5.01 and 5.02. Insurance companies and insurance forms must be standard to the industry and acceptable to the Owner. Failure to submit bonds and/or insurance within the time frame will be considered a default, a failure to perform as required by the Bid Bond. The Owner, at his option, may waive default, delay default, or proceed with capture of the Bid Bond which will become the Owner's property.

Bonds and insurances are to be submitted to the Engineer for review. The Owner will within twenty days of receipt of approved bonds and insurances from the Engineer execute the Agreement and send a signed copy to the Contractor.

The executed copy will be accompanied by three copies of the Notice to Proceed. Within five days of the date on the Notice to Proceed, the Bidder will sign the Notice to Proceed and return a copy to the Engineer. If the Engineer does not receive the accepted Notice to Proceed in five days, then the Notice to Proceed will be considered accepted by default.

The Notice to Proceed will be dated on or around the Effective Date of Agreement.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_  
*(Signature of general partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: SEVEN BROTHERS PAINTING INC. (SEAL)

State of Incorporation: MICHIGAN

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: [Signature]  
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): KANTO VUSHAJ  
Title: PRESIDENT  
Attest: Maria Pashini (CORPORATE SEAL)  
(Signature of Corporate Secretary)

All Business Entities

Date of Qualification to do business in MICHIGAN [State Where Project is Located] is 2/10/95.

Agent for service or process: DIXON ENGINEERING INC.

Address for giving Notices: 50805 RIDZO DR. SHELBY TWP., MICH. 48315

**ARTICLE 10 - BID ACCEPTANCE**

10.01 Bid Acceptance:

- A. The above Bid is accepted by the Owner, and shall become a Contract Agreement binding on all parties after signing by an authorized representative of the owner.
- B. All references in the second portion of this form are Agreement terminology. Bidder is now referred to as Contractor. Where appropriate, the term Bidder in the Bid form is changed to Contractor.

**ARTICLE 11 - CONTRACT TIMES**

11.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

11.02 Dates for, or Days to Achieve (see paragraph 6.01) Substantial Completion and Final Payment

- A. If Milestones are used in this project, they are as defined in the Project Summary – Section 00 00 40.
- B. Substantial Completion and Ready for Final Payment Dates are defined in the Project Summary – Section 00 00 40.

11.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 11.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 12 - CONTRACT PRICE**

12.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Article 5 Bid above.

12.02 As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

## ARTICLE 13 - PAYMENT PROCEDURES

### 13.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 13.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 13.02.A.1 through 13.02.A.7 below. All such payments will be measured by the schedule of values (or Article 5 above) established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. On the exterior, surface preparation by abrasive blast cleaning inside containment will be considered equal to 40 percent of the line item work and cost and each coat of paint 10 percent, with another 10 percent for lettering and demobilization, and 10 percent for waste disposal.
2. Repairs will not be broken down. 100 percent completion is required before they will be considered for payment.
3. Mobilization is included in the surface preparation allotment for item 1 above.
4. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:  
  
90 percent of Work completed (with the balance being retainage). 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
7. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 13.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

## ARTICLE 14 - CONTRACT DOCUMENTS

### 14.01 Contents

A. The Contract Documents consist of the following:

1. This Bid/Agreement.
2. Performance bond.
3. Payment bond.
4. Maintenance bond.
5. General Conditions, Supplementary Conditions, Specifications and Drawings as listed in the table of contents of the Project Manual.
6. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).

7. Exhibits to this Agreement (enumerated as follows):
  - a. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. \_\_\_\_\_.
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Work Change Directives.
  - c. Change Order(s).
- B. The documents listed in Paragraph 14.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 14.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 15 - MISCELLANEOUS

### 15.01 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 15.02 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 15.03 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 15.04 Other Provisions

IN WITNESS WHEREOF, Contractor has signed this Agreement as Bidder. Owner has signed Agreement in duplicate and one counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

\_\_\_\_\_

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

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

SEVEN BROTHER PAINTING INC.:

\_\_\_\_\_

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

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

NON-COLLUSION AFFIDAVIT

The Bidder is required to execute and submit with his Bid, the Non-Collusion Affidavit:

State of: Michigan

County of: Macomb

Bid Identification: \_\_\_\_\_

CONTRACTOR Seven Brothers Consty being first duly sworn, deposes and says that he is (sole owner, a partner, president, secretary, etc.) of the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or that of any other BIDDER, or to secure any advantage against the OWNER awarding the CONTRACT or anyone interested in the proposed CONTRACT; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed: Maria Cicchini

Subscribed and sworn to before me this the day of: 8/2/2016

Seal of Notary: Maria Cicchini  
Notary Public State of Michigan  
County of Macomb  
My Commission Expires Nov 21, 2018

CONTRACTOR CERTIFICATION

KARLO V. VISHAY, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from bidding and/or contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of 720 ILCS 5/33E-1 et seq.

Dated this 2<sup>ND</sup> day of AUGUST, 2016.

Attest/Witness:

By: Adelando Malandrino  
Title: ESTIMATOR

By: [Signature]  
Title: President

Subscribed and sworn to before me this the 2<sup>ND</sup> day of AUGUST, 2016.

[Signature]

My Commission Expires:  
11/21/2018

Notary Public

Seal

Maria Cicchini  
Notary Public State of Michigan  
County of Macomb  
My Commission Expires Nov 21, 2018

CERTIFICATION FOR CONTRACT

The undersigned, as a duly authorized representative of the Contractor, hereby certified to the (Client) VILLAGE OF BARLETT Illinois, that the Contractor is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project known as (Project):

200,000 GAL. SPHEROID

KANTO VUSHAJ

Name

SEVEN BROTHERS PAINTING INC.

Company

8/2/2016

Date

CERTIFICATE OF COMPLIANCE WITH SECTION 11-42-1

OF THE ILLINOIS MUNICIPAL CODE

The undersigned, upon being first duly sworn, hereby certifies to the (Client) VILLAGE OF BARTLETT, that SEVEN BROTHERS PAINTING (Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42-1 Illinois Revised Statutes.

Seven Brothers Painting, Inc  
Name of Contractor

KAWTO VUSHAJ

By President

Title

Subscribed and sworn to before me this 2<sup>ND</sup> day of AUGUST, 2016.

Maria Cicchini

Notary Public

Maria Cicchini  
Notary Public State of Michigan  
County of Macomb  
My Commission Expires Nov 21, 2018

**SECTION 00 43 73**  
**SCHEDULE of VALUES**

**1.01 PART 1**

**FALL 2016**

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 09 97 13:

1a. EXTERIOR REPAINT with CONTAINMENT – EXISTING CELLULAR ANTENNAS AND CABLES REMAIN IN PLACE AND PROTECTED

TWO HUNDRED NINETEEN THOUSAND FIVE HUNDRED \$ 219,500.00

1b. EXTERIOR REPAINT with CONTAINMENT – EXISTING CELLULAR ANTENNAS AND CABLES REMOVED BY OTHERS

TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED \$ 214,500.00

2. LETTERING

NINE THOUSAND EIGHT HUNDRED \$ 9,800.00

3. LOGO - ALTERNATE

SEVEN THOUSAND SEVEN HUNDRED \$ 7,700.00

TOTAL BASE BID PRICE SECTION 09 97 13 (antennas and cables remain in place) INCLUDING #1a and #2:

TWO HUNDRED TWENTY NINE THOUSAND THREE HUNDRED \$ 229,300.00

TOTAL ALTERNATE BID PRICE SECTION 09 97 13 (antennas and cables remain in place) INCLUDING #1a and #3:

TWO HUNDRED TWENTY SEVEN THOUSAND TWO HUNDRED \$ 227,200.00

TOTAL BASE BID PRICE SECTION 09 97 13 (antennas and cables removed) INCLUDING #1b and #2:

TWO HUNDRED TWENTY FOUR THOUSAND THREE HUNDRED \$ 224,300.00

TOTAL ALTERNATE BID PRICE SECTION 09 97 13 (antennas and cables removed) INCLUDING #1b and #3:

TWO HUNDRED TWENTY TWO THOUSAND TWO HUNDRED \$ 222,200.00

**SPRING 2017**

B. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 09 97 13:

1a. EXTERIOR REPAINT with CONTAINMENT – EXISTING CELLULAR ANTENNAS AND CABLES REMAIN IN PLACE AND PROTECTED

TWO HUNDRED NINETEEN THOUSAND FIVE HUNDRED \$ 219,500.00

1b. EXTERIOR REPAINT with CONTAINMENT – EXISTING CELLULAR ANTENNAS AND CABLES REMOVED BY OTHERS

TWO HUNDRED FOURTEEN FIVE HUNDRED \$ 214,500.00

2. LETTERING

NINE THOUSAND EIGHT HUNDRED \$ 9,800.00

3. LOGO - ALTERNATE

SEVEN THOUSAND SEVEN HUNDRED \$ 7,700.00

TOTAL BASE BID PRICE SECTION 09 97 13 (antennas and cables remain in place) INCLUDING #1a and #2:

TWO HUNDRED TWENTY NINE THOUSAND THREE HUNDRED \$ 229,300.00

TOTAL ALTERNATE BID PRICE SECTION 09 97 13 (antennas and cables remain in place) INCLUDING #1a and #3:

TWO HUNDRED TWENTY SEVEN THOUSAND TWO HUNDRED \$ 227,200.00

TOTAL BASE BID PRICE SECTION 09 97 13 (antennas and cables removed) INCLUDING #1b and #2:

TWO HUNDRED TWENTY FOUR THOUSAND THREE HUNDRED \$ 224,300.00

TOTAL ALTERNATE BID PRICE SECTION 09 97 13 (antennas and cables removed) INCLUDING #1b and #3:

TWO HUNDRED TWENTY TWO THOUSAND TWO HUNDRED \$ 222,200.00

**1.02 TOTALS**

A. Total Base Bid is to match total Base Bid price supplied in Bid/Agreement form.

**1.03 BID BOND**

A. Bid Bond shall be based on 10% of the total.

#### **1.04 WEIGHTED BIDS**

- A. Bidder/contractor is advised that, if in the opinion of the owner or engineer, if the Schedule of Values is not an accurate reflection of cost of items, the owner will adjust individual costs to more balance costs. Total will not be changed.

#### **1.05 MISTAKES**

- A. Total of Schedule of Values should equal lump sum bid. If addition of individual items does not match total, then each individual items will be proportionately changed to reflect total of values to match lump sum bid.
- B. A mistake in addition for schedule items cannot be used to increase lump sum bid. Individual items will be proportionately changed downward to reflect lump sum price.
- C. A mistake in Schedule of Values may be used as evidence of error in any request to withdraw bids because of error. Approval of request to withdraw bids is covered in the prebid information. This section is not intended to conflict any portion of the bid package. This section is only to reflect one of the reasons to withdraw bids. Approval of bid withdrawal will be based solely on the owner's interpretation of the severity of the mistake.

#### **1.06 CHANGES in SCHEDULE of VALUES by OWNER**

- A. The owner reserves the right to delete any line item at their sole discretion for any reason, budgetary or other. All contract general costs should be evenly distributed over these items (mobilization, demobilization, bonds, etc.)
- B. The bidder/contractor is advised not to overload any specific deletable line item. It could result in loss of profit if the overload item is deleted.
- C. This deletion of items or not including additives is an expressly stated reservation (a contractually agreed automatic negotiation). This reservation applies to the three lowest responsible and responsive bidders. Any deletion of specific line item will be completed before selection of the lowest acceptable contractor. Change will be reflected in the Notice of Award.

#### **1.07 NON-DELETABLE WORK**

- A. Any adjustment to the items described above will require negotiation and acceptance by both the contractor and owner.
- B. Any deletion of line items, or increase or decrease in unit cost items deemed necessary after the Notice of Award will be completed through the Change Order procedure. Prices used in the Schedule of Values will be used in the Change Order adjustment. If work has begun on an item before being deleted by Change Order, the contractor is entitled to costs incurred.



# Agenda Item Executive Summary

Item Name      Quiet Zone -Reconsideration of Amended  
Replacement Easement for Alternate Access,  
Sale, and Parking Agreement      Committee  
or Board      Board

## BUDGET IMPACT

Amount:    1,000,000      Budgeted    1,000,000

List what  
fund      CN Noise Mitigation Contribution

## EXECUTIVE SUMMARY

At the August 16 Board meeting there were residents that voiced their opposition to the relocation of the Global Recycling and Repair Corp driveway onto Lambert Rd. One of the main concerns was the backing up of trucks from Lambert Rd. into the Global site. We have met with the owner of Global Recycling & Repair Corp and worked with our engineers to provide on-site turnaround for the trucks on the new parking area west of the driveway. This will avoid the trucks from backing up on Lambert Rd.

Another concern raised by the residents was vehicles parking on Lambert and Spaulding. The proposed improvements will include a new parking lot along the north fence of Global Recycling and Repair Corp. The parking lot will include 18 parking spaces and 1 handicap space. In addition to the parking, we will provide a berm on each side of the driveway to help screen the facility.

We have prepared revised engineering plans and a revised plat of easement as part of the amended agreement with Eagle Z Properties, LLC and Global Recycling & Repair Corp that provides for these additional improvements. The contract with the contractor awarded the Quiet Zone work will be revised to accommodate these minor changes if Ordinance 2016-65 is reconsidered and approved; otherwise, it will be cancelled.

## ATTACHMENTS (PLEASE LIST)

- Memo
- Agreement w/Exhibits
- Resolution

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
- 

**MOTION:** I move to reconsider Ordinance 2016-65 (by either Trustee Reinke or Trustee Hopkins). If that motion to reconsider passes, then "I move the passage of Ordinance 2016-65, An Ordinance Rescinding Resolution 2016-54-R and Approving of the First Amended Agreement to Abrogate Permanent Easements and Temporary Easements; Grant Replacement Permanent Easement and Agreement to Construct Access Drive; and Purchase and Sale Agreement with regard to Adjoining Parcel, and Grant of Additional Parking Parcel Easement and Cost Sharing Among the Village of Bartlett, Eagle Z Properties, LLC and Global Recycling & Repair Corp.

Staff:      Dan Dinges, Director of Public Works

Date:      8/26/2016

**BRYAN E. MRAZ**  
BEM@MRAZLAW.COM

DAVID W. GULLION  
ASSOCIATE  
DWG@MRAZLAW.COM

## MEMORANDUM

---

TO: President and Board of Trustees of the Village of Bartlett  
Valerie L. Salmons, Village Administrator

FROM: Bryan E. Mraz, Village Attorney

DATE: August 29, 2016

RE: Reconsideration of Global Towing Agreement

---

On August 16, 2016, the Village Board voted on Ordinance 2016-65:

"AN ORDINANCE RESCINDING RESOLUTION 2016-54-R AND APPROVING OF THE FIRST AMENDED AGREEMENT TO ABROGATE PERMANENT EASEMENTS AND TEMPORARY EASEMENTS; GRANT REPLACEMENT PERMANENT EASEMENT AND AGREEMENT TO CONSTRUCT ACCESS DRIVE; PURCHASE AND SALE AGREEMENT WITH REGARD TO ADJOINING PARCEL; AND GRANT OF ADDITIONAL PARKING PARCEL EASEMENT AND COST SHARING AMONG THE VILLAGE OF BARTLETT, EAGLE Z PROPERTIES, LLC AND GLOBAL RECYCLING & REPAIR CORP."

(hereinafter referred to as "Ordinance 2016-65"). The vote on Ordinance 2016-65 was four trustees in favor (Aye) and two against (Nay). While an ordinance generally requires four Aye votes to pass, because Ordinance 2016-65 provided for the approval of an Agreement that, among many other things, included the approval of the sale of real estate owned by the Village (the .54 acre parcel over which Eagle Z and Global already have easements) and the grant of a permanent access easement, the Illinois Municipal Code requires that the ordinance be passed by a vote of three-fourths (3/4) of the corporate authorities of the Village. Since six votes in favor of Ordinance 2016-65 were required to pass it because it involves the sale of real estate, and it only received four votes in favor, the Ordinance did not pass, at least as whole.

Recall that the prior vote on virtually the same agreement did pass 6-0, but Eagle Z/Global would not sign that agreement because they were concerned there was

not enough off-site parking. That agreement was improved upon and revised to add additional land in the form of a parking easement to add 15 +/- more off-street parking spaces at Eagle Z/Global's expense, but some of the neighbors appeared at the Committee of the Whole meeting on July 19, 2016 and at the Board meeting on August 16, 2016 and raised concerns about the relocated entrance off of Lambert, which they feared would result in Global trucks backing down and into the new entrance off of Lambert and thereby block traffic on Lambert near the Lambert/Spaulding intersection. Staff pointed out the improved off-street parking situation and the fact that the relocated drive is necessary to get a Quiet Zone for the area; however, the neighbors did raise some legitimate concerns given Global's history.

In the interim, staff had Christopher B. Burke Engineering, Ltd. run a truck turning radius computer model of the Lambert entrance which demonstrates that, with slight modifications to the entrance and paved parking area, even semi-trailers will be able to make a forward left turn into the site off of Lambert, pull into the Eagle Z/Global site to unload, and back up into an on-site parking area and pull forward and exit right onto Lambert and onto Spaulding Road. This will avoid northbound trucks on Lambert from pulling past the entrance and then backing through and across northbound and southbound Lambert and block traffic on Lambert several times per day, which was a major concern raised by at least one resident. Given that trucks will be able to pull into the site going forward, and out of the site going forward, the Village could pass an ordinance prohibiting trucks from parking along that portion of Lambert and from backing down Lambert. Staff has contacted some of the residents who were at the August 16<sup>th</sup> Board meeting to apprise them of this development.

To re-vote on Ordinance 2016-65 to pass it, the ordinance would first need to be reconsidered. To reconsider Ordinance 2016-65 to garner the necessary votes to approve it, a motion to reconsider the Ordinance would need to be made by a Trustee who voted on the prevailing side, i.e., by either Trustee Hopkins or Trustee Reinke. If that motion to reconsider is made and it passes, then a new motion to approve Ordinance 2016-65:

**"AN ORDINANCE RESCINDING RESOLUTION 2016-54-R AND APPROVING OF THE FIRST AMENDED AGREEMENT TO ABROGATE PERMANENT EASEMENTS AND TEMPORARY EASEMENTS; GRANT REPLACEMENT PERMANENT EASEMENT AND AGREEMENT TO CONSTRUCT ACCESS DRIVE; PURCHASE AND SALE AGREEMENT WITH REGARD TO ADJOINING PARCEL; AND GRANT OF ADDITIONAL PARKING PARCEL EASEMENT AND COST SHARING AMONG THE VILLAGE OF BARTLETT, EAGLE Z PROPERTIES, LLC AND GLOBAL RECYCLING & REPAIR CORP."**

would need to be made, seconded, and would require six out of seven affirmative votes, including the Village President, to pass. Otherwise, the Quiet Zone project will be dead, the CN \$1,000,000 noise mitigation monies will have to be paid back to CN, and the contract for the Quiet Zone work rescinded.

**ORDINANCE 2016-65**

**AN ORDINANCE RESCINDING RESOLUTION 2016-54-R AND APPROVING OF THE FIRST AMENDED AGREEMENT TO ABROGATE PERMANENT EASEMENTS AND TEMPORARY EASEMENTS; GRANT REPLACEMENT PERMANENT EASEMENT AND AGREEMENT TO CONSTRUCT ACCESS DRIVE; PURCHASE AND SALE AGREEMENT WITH REGARD TO ADJOINING PARCEL; AND GRANT OF ADDITIONAL PARKING PARCEL EASEMENT AND COST SHARING AMONG THE VILLAGE OF BARTLETT, EAGLE Z PROPERTIES, LLC AND GLOBAL RECYCLING & REPAIR CORP.**

---

**WHEREAS**, the Village of Bartlett is the owner of the following described property:

Lot 127 in Castle Creek of Bartlett, being a subdivision of part of Section 29, Township 41 North, Range 9, East of the Third Principal Meridian according to the plat thereof recorded June 23, 2004 as Document No. 0417534056, in Cook County, Illinois,

("Parcel 1"); and

**WHEREAS**, Eagle Z Properties, LLC, an Illinois limited liability company, is the owner of the following described property:

That part of the Southwest 1/4 of Section 29, Township 41 North, Range 9 East of the Third Principal Meridian, beginning at the intersection of the North line of the right of way of the Chicago, Milwaukee and St. Paul Railroad, with the East line of the right of way of the Waukegan and Southwest Railway Company; thence Northeasterly 12 rods; thence east 26 rods; thence South 17 rods to the north line of the right of way of the Chicago, Milwaukee and St. Paul Railroad Company, thence Northwesterly to the point of beginning, all in Cook County, Illinois,

("Parcel 2"); and

**WHEREAS**, Parcel 1 and Parcel 2 are adjacent and contiguous to each other;

and

**WHEREAS**, in 2009 the Village granted a permanent easement and a temporary easement over a portion of Parcel 1 for ingress, egress and parking to Eagle Z Properties, LLC ("Eagle Z") and Global Recycling & Repair Corp. ("Global Recycling") pursuant to a Grant of Permanent Access, Easement and Parking dated June 16, 2009 and recorded

with the Cook County Recorder on May 12, 2010 as Document No. 1013231102, to prevent Parcel 2 from being landlocked (the "2009 Easement Agreement"); and

**WHEREAS**, the Village has asked Eagle Z and Global Recycling to abrogate, release and terminate said easements granted to it in the 2009 Easement Agreement, and a certain Roadway Easement Grant which benefits Parcel 2 so that the Village can establish a Quiet Zone in said area; and

**WHEREAS**, Eagle Z will only abrogate said existing easements if a suitable replacement easement granted, and a new access drive and parking improvements lane constructed by the Village; and

**WHEREAS**, a .560 acre portion of Parcel 1 legally described as follows:

That part of Lot 127 in Castle Creek of Bartlett, being a subdivision of part of Section 29, Township 41 North Range 9 East of the Third Principal Meridian according to the plat thereof recorded June 23, 2004 as Document No. 0417534056, described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes and 32 seconds West, a distance of 48.14 feet along the South line of said Lot 127 to the point of beginning; thence continuing South 88 degrees 57 minutes 32 seconds west, a distance of 76.62 feet along the South line of said Lot 127 to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West a distance of 15.06 feet along a Southerly line of said Lot 127 to a corner of said Lot 127; thence North 00 degrees 01 minute 45 seconds east, a distance of 280.50 feet along a west line of said Lot 127 to a corner of said Lot 127, thence South 71 degrees 00 minutes 57 seconds East, a distance of 95.16 feet; thence South 00 degrees 01 minute 45 seconds West a distance of 255.04 feet along a line 90.00 feet East of and parallel with the aforesaid West line of Lot 127; to the point of beginning, in Cook County, Illinois,

(the "Surplus Property") which is encumbered with the permanent and temporary easements granted by the 2009 Easement Agreement, is surplus public real estate which the corporate authorities of the Village may authorize for sale pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1); and

**WHEREAS**, the Surplus Property is a .560 acres in size and is located at the northwest quadrant of Spaulding Road and Lambert Lane, Bartlett, is part of PIN 06-29-

301-001, zoned P-1 and is currently used by Global Recycling for ingress and egress to an adjoining auto salvage yard on Parcel 2 and for parking; and

**WHEREAS**, Gale C. Jenkins, MAI and Michael MaRous, MAI, CRE performed an appraisal of the Surplus Property (the "MAI Appraisal") and determined the value thereof in As Is condition as encumbered with the permanent and temporary easements is \$18,300; and

**WHEREAS**, the Village desires to sell the Surplus Property to Eagle Z Properties, LLC at 100% of the appraised value thereof and to grant a permanent replacement easement for ingress, egress and parking for alternate access to Parcel 2 to enable the current access from Parcel 2 across Parcel 1 onto Spaulding Road to be permanently closed, which is a precondition to getting a Quiet Zone along the Metra Soo Railway in the vicinity of Spaulding Road and Lambert Lane in the Village of Bartlett; and

**WHEREAS**, Eagle Z Properties, LLC and Global Recycling refused to execute a prior agreement approved by the Corporate Authorities on July 5, 2016 by the passage of Resolution 2016-54-R (the "Unsigned Agreement") over concerns that the improvements called for the Unsigned Agreement did not include enough off street parking, but stated he would execute a modified agreement if a permanent easement was granted over a 4,580 S.F. portion of Parcel 1 adjacent to Parcel 2 for additional Global customer parking, for which Global would be willing to pay the Village the square foot equivalent price of the unencumbered appraised value of the Surplus Property, and would be willing to pay or reimburse the Village for the cost to grade, stone and pave said area in order to add ten (10) additional off street parking spaces;

**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:** Resolution 2016-54-R and the approval of the Agreement to Abrogate Permanent Easements and Temporary Easements; Grant Replacement Permanent Easement and Agreement to Construct Access Drive; and Purchase and Sale Agreement With Regard to Adjoining Parcel dated July 5, 2016, are hereby repealed and rescinded.

**SECTION TWO:** Eagle Z Properties, LLC has offered to purchase the Surplus Property encumbered by the permanent and temporary easements heretofore granted for 100% of its appraised value of \$18,300, and to pay \$5,125 for the Additional Parking Easement Parcel (which price was calculated with the unencumbered price per acre set forth in the MAI Appraisal) which the Corporate Authorities have determined is fair and reasonable and in the best interest of the municipality. The sale and grant of easement are necessary to establish a Quiet Zone which will benefit approximately 2,800 Village residents living in that area of the Village.

**SECTION THREE:** Eagle Z and Global have agreed to pay for a 4,580 square foot permanent easement on Parcel 1 (the "Additional Parking Easement Parcel") at the same price per square foot as the appraiser appraised the Surplus Property for without a reduction in price for encumbrances, and have agreed to pay or reimburse the Village for the cost of filling, grading, placing stone and paving said Additional Parking Easement Parcel, and to pave the "Gravel Pavement" portion of the Replacement Permanent Egress and Parking Easement depicted on Exhibit 5A to the Agreement.

**SECTION FOUR:** The First Amended Agreement to Abrogate Permanent Easements and Temporary Easements; Grant Replacement Permanent Easements and Agreement to Construct Access Drive; Purchase and Sale Agreement With Regard to Adjoining Parcel; and Grant of Additional Parking Parcel Easement and Cost Sharing dated August 16, 2016, among the Village of Bartlett, Eagle Z Properties, LLC and Global Recycling & Repair Corp. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION FIVE:** 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 SIX:** The sale of the Surplus Property, the Grant of Replacement Permanent Ingress, Egress and Parking Easement, and the Grant of Additional Parking Parcel Easement shall be conducted by the Village of Bartlett staff pursuant to the terms and conditions of the Agreement approved in Section Four of this Ordinance.

**SECTION SEVEN:** That the Village Clerk is directed to publish this Ordinance (without attachments) at the first opportunity following the passage hereof in the Bartlett Examiner, a newspaper published in the Village of Bartlett. Copies of all attachments hereto shall immediately be made available in the office of the Village Clerk.

**SECTION EIGHT: 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 NINE: 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 TEN: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

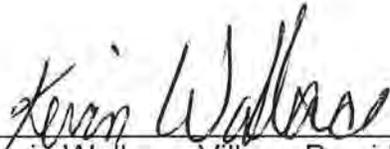
**ROLL CALL VOTE:**

**AYES:** Trustees Arends, Camerer, Carbonaro, Deyne,

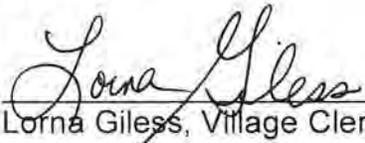
**NAYS:** Trustees Hopkins, Reinke

**PASSED:** August 16, 2016

**APPROVED:** August 16, 2016

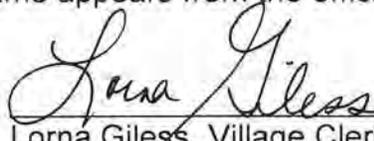
  
\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

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

**CERTIFICATION**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016-65 enacted on August 16, 2016 and approved on August 16, 2016, as the same appears from the official records of the Village of Bartlett.

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



**FIRST AMENDED AGREEMENT TO ABROGATE PERMANENT EASEMENTS AND TEMPORARY EASEMENTS; GRANT REPLACEMENT PERMANENT EASEMENT AND AGREEMENT TO CONSTRUCT ACCESS DRIVE; PURCHASE AND SALE AGREEMENT; AND GRANT OF ADDITIONAL PARKING PARCEL EASEMENT AND COST SHARING WITH REGARD TO ADJOINING PARCEL**

---

THIS FIRST AMENDED AGREEMENT (the "Agreement") is made and entered into as of the 9<sup>th</sup> day of August, 2016, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation (hereinafter referred to as the "Village"), and EAGLE Z PROPERTIES, LLC, an Illinois limited liability company (hereinafter referred to as "Eagle Z"), and GLOBAL AUTO RECYCLING & REPAIR CORP., an Illinois corporation (hereinafter referred to as "Global").

**RECITALS:**

- A. The Village is the owner of a parcel of land legally described on **Exhibit 1** (hereinafter referred to as "Parcel 1").
- B. Eagle Z is the owner of a parcel of land legally described on **Exhibit 2** (hereinafter referred to as "Parcel 2").
- C. Parcel 1 and Parcel 2 are contiguous to and adjoin each other.
- D. Eagle Z and its predecessors in title to Parcel 2, and such owners' respective tenants, used a portion of Parcel 1 for access to and from Parcel 2 to Spaulding Road in connection with the operation of an auto storage and salvage yard by Global and its predecessor on Parcel 2.
- E. The parties were concerned that the continued use a portion of Parcel 1 for ingress and egress and for parking without a formal agreement could ripen into a claim of ownership by adverse possession or a prescriptive or implied easement by Eagle Z and/or Global.
- F. The parties entered into a certain Grant of Permanent Access Easement and Agreement for Temporary Easement for Additional Access and Parking dated June 16, 2009, and recorded with the Cook County Recorder on May 12, 2010 as

Document No. 1013231102 (the "2009 Easement Agreement"), which is expressly incorporated herein by reference.

G. Under the terms of the 2009 Easement Agreement, the Village granted to Eagle Z a 40 foot wide permanent easement over and across a portion of Parcel 1 legally described as follows:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said Lot 127, a distance of 98.15 feet to the point of beginning "A"; thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 26.61 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 42.31 feet; thence South 00 degrees 01 minutes 45 seconds west, a distance of 273.11 feet to point of beginning "A", in Cook County, Illinois,

(referred to herein alternatively as the "2009 Permanent Easement" or the "2009 Permanent Easement Premises"), and granted to Eagle Z a 30 foot wide temporary easement over and across a portion of Lot 1 legally described as follows:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said lot 127, a distance of 68.14 feet to the point of beginning "B": thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 56.62 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 74.04 feet; thence South 00 degrees 01 minutes 45 seconds West, a distance of 262.22 feet to point of beginning "B", in Cook County, Illinois,

(the referred to alternatively as the "2009 Temporary Easement" or the "2009 Temporary Easement Premises").

H. The 2009 Temporary Easement was for a five year term, with the option given to Eagle Z to extend it for an additional five year term, which Eagle Z exercised, making the termination date of the temporary easement June 15, 2019, unless it is sooner

terminated by agreement or due to a default by Eagle Z, Global Towing, or Eagle Z's other tenants of the terms and conditions of the 2009 Easement Agreement, including, without limitation, default or breach of the "Prohibited and Permitted Truck Routes" provisions contained therein.

I. The Village and Grand Trunk Corporation ("GTC") entered a Memorandum of Agreement dated December 15, 2012 whereby GTC agreed to pay the Village up to \$1,000,000 (the "CN Noise Mitigation Money") for noise mitigation in the vicinity of the former Elgin, Joliet & Eastern Railway Company right-of-way or property (the "CN ROW").

J. The Village wishes to utilize the CN Noise Mitigation Money to construct a "quiet zone" located within 2,500 feet of the CN ROW or property, which according to representatives from the Federal Rail Authority (the "FRA") and the Illinois Commerce Commission (the "ICC"), will require the closing of access to Parcel 2 off of Spaulding Road over and across Parcel 1, and will require the abrogation of the 2009 Permanent Easement and the 2009 Temporary Easement granted by the Village over and across Parcel 1 to Eagle Z and Global under the terms of the 2009 Easement Agreement, and the abrogation of a certain Roadway Easement Grant dated February 1, 1987 recorded February 4, 1987 as Document No. 87068084 granted by CMC Real Estate Corporation to the Cosmopolitan National Bank of Chicago as Trustee u/t/a dated December 27, 1968 for access to and from Parcel 2 along and adjacent to the Metra Soo Railroad right-of-way (the "Roadway Easement Grant"), reserving only the right to keep its existing septic field which lies in or encroaches upon the Roadway Easement Grant premises.

K. Eagle Z and Global are willing to terminate and abrogate the aforesaid easements provided: (1) the Village grants them and to their respective guests and invitees a permanent 40 foot to 50 foot wide replacement ingress, egress and parking

easement over and across Parcel 1 to and from Lambert Lane to Parcel 2 as legally described on **Exhibit 3** and as legally described and depicted on the Plat of Easement attached hereto as **Exhibit 4** (the "Replacement Permanent Ingress, Egress and Parking Easement"); (2) grants Eagle Z and Global an additional 4580 S.F. +/- appurtenant over a portion of Parcel 1 for parking of Global's customer's operable vehicles immediately west thereof and along the fence on the north side of Parcel 2 and for the construction of ten (10) additional parking spaces (the "Additional Parking Parcel"); (3) the Village constructs a concrete and/or asphalt driveway from Lambert Lane to Parcel 2 on the Replacement Permanent Ingress, Egress and Parking Easement and installs a seven (7) space asphalt parking area and grades and lays gravel on the balance of said permanent easement for additional customer parking in accordance with the Construction Details for the Global Driveway set forth on **Exhibit 5A** and the Village of Bartlett Spaulding Road Quiet Zone Parking Lot Exhibit attached hereto as **Exhibit 5B** at the Village's expense (the "Relocated Access Drive"); (4) the Village pays for a six foot (6') gate in the fence adjacent to the parking spaces for Global's customers use (the "Customer Gate"), and the Village pays for the cost of a new replacement sliding gate at the south end of the Relocated Access Drive of the same length, height and design as the existing gate along the south side of Parcel 2 that will have to be removed as a consequence of the relocation of the access to Parcel 2 (the "Replacement Gate") and remove the old gate and erect a fence where the old gate was located; and (5) the Village sells Eagle Z an 0.560 acre portion of Parcel 1 as legally described and depicted on the Plat of Survey attached hereto as on **Exhibit 6** (the "Sale Parcel"), which is surplus public real estate of the Village, for the \$18,300 appraised value of the Sale Parcel, in "as is condition" and as encumbered with the permanent and temporary easements, determined by MAI appraisers Gale

Jenkins and Mike MaRous, as evidenced by the appraisal attached hereto as **Exhibit 7** (the "MAI Appraisal") Eagle Z pays the Village the sum of \$5,125 ( $\$1.119/ \text{ S.F.} \times 4,580 \text{ S.F.}$ ) for the permanent easement over the Additional Parking Parcel (which sum was determined by utilizing the MAI Appraisal value for the Sale Parcel without any reduction in value for encumbrances), and Eagle Z pays the cost to grade, lay gravel and asphalt on the Additional Parking Parcel and for laying asphalt on the balance of the Replacement Permanent Ingress, Egress and Parking Easement Parcel, and upon the terms and conditions hereinafter set forth.

L. The Village is willing to grant the Replacement Permanent Ingress, Egress and Parking Easement to construct the Relocated Access Drive, pay for the Customer Gate and the Replacement Gate, and to sell the Sale Parcel to Eagle Z for the appraised value of \$18,300 and grant an easement for parking over the Additional Parking Parcel, upon the terms and conditions hereinafter set forth, and Eagle Z and Global are willing to enter this Agreement and take on their respective obligations hereunder, upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which is hereby irrevocably acknowledged, it is agreed by and among the parties as follows:

1. Recitals: The Recitals are hereby incorporated into the body of this Agreement.

2. A. Grant of Replacement Permanent Easement. The Village, as the owner of Parcel 1 and as Grantor, will grant to Eagle Z as Grantee and to Grantee's manager(s) members, servants, employees, agents, representatives, tenants, invitees, visitors, licensees, concessionaires, customers, successors and assigns, a permanent easement

appurtenant to Parcel 1, 40 feet to 50 feet in width, over and across the Replacement Permanent Ingress, Egress and Parking Easement Premises as legally described on Exhibit 3 and depicted on the Plat of Easement attached hereto as Exhibit 4 and again legally described thereon under the heading "Replacement Permanent Ingress, Egress and Parking Easement", for access, ingress and egress to and from the Lambert Lane right-of-way to the Sale Parcel and to Parcel 2 and for parking of customer vehicles along and perpendicular to the fence along the north side of Parcel 2 within said easement premises, by the deposit into escrow and subsequent recording of the Grant of Replacement Permanent Ingress, Egress and Parking Easement document in form as attached hereto as **Exhibit 8** upon the terms and conditions of this Agreement.

B. Grant of Additional Parking Easement. The Village, as the owner of Parcel 1 and as Grantor, will grant Eagle Z as Grantee, and to Grantee's tenants, and their respective successors and assigns, for use by their respective invitees and customers as long as Parcel 1 is used as an auto storage and salvage yard, a permanent easement appurtenant to Parcel 1, over a 4,580 S.F. portion of Parcel 1 located immediately south of the south line of Parcel 2 and immediately west of the Replacement Permanent Ingress, Egress and Parking Easement legally described on Exhibit 3 (the "Additional Parking Easement Parcel") for the sole purpose of parking of operable Global Recycling customer vehicles. Eagle Z shall pay to the Village the sum of \$5,125.00 for the Additional Parking Easement Parcel calculated at the unencumbered price per square foot market value equivalent of the Sale Parcel set forth in the MAI Appraisal (\$48,750 per acre = \$1.119 per square foot x 4,580 S.F.). Eagle Z shall also pay to the Village for the cost to fully grade, place stone, lay asphalt paving and mark the Additional Parking Easement Parcel to add ten (10) additional parking spaces along the fence on the south

property line of Parcel 2, and pay for the cost to pave and mark (including one handicapped space) the "Gravel Pavement" portion of the Replacement Permanent Ingress, Egress and Parking Easement depicted on Exhibit 5A of the Agreement (collectively, the "Additional Parking Improvements") at the unit prices in the Spaulding Road Improvement Agreement between the Village and Schroeder Asphalt Services, Inc. awarded to the low bidder on July 19, 2016. Eagle Z shall reimburse the Village for said costs within thirty (30) days of receipt of an invoice therefor after the Additional Parking Improvement work is completed.

3. Abrogation, Release and Termination of Easements. Provided the Village is able to utilize the CN Noise Mitigation Money for the cost of constructing and installing the Relocated Access Drive and Replacement Gate, the Village will pay for and cause the Customer Gate and the Relocated Access Drive to be constructed and pay for the cost of installing the Relocated Gate, removing the old gate and erecting a fence where the old gate was located. Upon completion of the Relocated Access Drive, Eagle Z and Global shall each execute a separate Abrogation, Release and Termination of Easements abrogating, releasing and terminating all right, title and interest in and to the 2009 Permanent Easement Premises and the 2009 Temporary Easement Premises granted under the 2009 Easement Agreement, in form as attached hereto as **Exhibit 9** except as said document is required to be modified to satisfy the Title Insurer; and an Abrogation, Release and Termination of Roadway Easement Grant in form attached hereto as **Exhibit 10** except as said document is required to be modified to satisfy the Title Insurer; and deposit the same in escrow pursuant to paragraph 10 and subsequent recording upon the terms and conditions of this Agreement. Upon recording of the Grant of Replacement Permanent Ingress, Egress and Parking Easement and provided the Village has

constructed the Relocated Access Drive and paid for the Customer Gate and the Replacement Gate, the Abrogation, Release and Termination of Easements and the Abrogation, Release and Termination of the Roadway Easement Grant, and the Village shall then be authorized post closing, and is hereby granted a license by Eagle Z, to install a barrier curb along the south line of Parcel 1 and Parcel 2 to prevent further ingress and egress from Spaulding Road to said parcels.

4. Sale. Eagle Z agrees to purchase and the Village hereby agrees to sell the Sale Property as surplus property, and all other rights and interests appurtenant thereto, upon the terms and conditions herein set forth. Eagle Z agrees to pay for, and the Village is willing to grant, the easement over the Additional Parking Easement Parcel, which is surplus property, upon the terms and conditions herein set forth.

5. Purchase Price. The Purchase Price for the Sale Property shall be Eighteen Thousand Three Hundred Dollars (\$18,300.00), plus or minus prorations, and shall be paid by Eagle Z by certified check, cashier's check or wire transfer payable to the title company at the time of closing, as hereinafter provided. The said Purchase Price shall be reduced by the cost of the Customer Gate and the Replacement Gate, and if the cost of said gates exceeds the Purchase Price for the Sale Property, the Village will pay the difference to Eagle Z.

6. Survey. The Village has delivered to Eagle Z a Plat of Survey of the Sale Property which is attached hereto as **Exhibit 6**, which Eagle Z has determined is acceptable.

7. Title Commitment and Policy. A. Within thirty (30) days after Effective Date of this Agreement, the Village shall cause to be delivered to Eagle Z, at the Village's expense, a written commitment (the "Title Commitment") from Chicago Title Insurance

Company (the "Title Insurer") to issue its ALTA Form 1970-B owner's title insurance policy in the minimum amount of \$50,000.00, together with copies of any and all restrictions, covenants, conditions and any and all easements of record as set forth in the Title Commitment, subject to the general exceptions contained in owner's policies customarily issued by the Title Insurer, insuring Eagle Z's title to the Sale Property, including, without limitation, those easements running for the benefit of Parcel 1 on or after the Effective Date hereof, subject only to the following special exceptions: (1) general real estate taxes on the Real Estate for the year 2015 and taxes for subsequent years; (2) zoning, building and other laws and ordinances; (3) covenants and restrictions of record; (4) drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (5) the Grant of Permanent Access and Agreement for Temporary Easement for Additional Access and Parking dated June 16, 2009, recorded May 12, 2010 as Document No. 1013231102; (6) the Roadway Easement Grant; (7) acts done or suffered by or judgments against Eagle Z or Global, or those claiming, by, through or under Eagle Z or Global, all of which are hereinafter referred to as the "Permitted Exceptions", and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which shall be removed at that time by using the funds paid by Eagle Z at Closing, if available and in any event any such special endorsement of Eagle Z's lender being at Eagle Z's cost and expense.

B. If the Title Commitment and the Plat of Survey, or either of them, disclose (1) exceptions to title other than the Permitted Exceptions, (2) liens or encumbrances of an ascertainable amount which may be removed by the payment of money at Closing, or (3) survey matters that render the title unmarketable, the Village shall have thirty (30) days from the date of delivery of the Title Commitment to Eagle Z to have such exceptions

removed from the Title Commitment (or to have the Title Insurer commit to insure for the full amount of the Title Commitment against any loss or damage that may be caused by such unpermitted exceptions and further commit to reissue such coverage in subsequent policies of title insurance insuring title to the Sale Property) and provide evidence thereof to Eagle Z. If the Village is able to cure such unpermitted exceptions by having the Title Insurer waive such exceptions or commit to insure over the same, then Eagle Z shall proceed in accordance with the provisions of this Agreement. If The Village fails to have such exceptions removed or insured over within such time period, Eagle Z may elect, on or before the Closing Date, to (1) terminate this Agreement, or (2) proceed to close the transaction contemplated hereby and accept title subject to such unpermitted exceptions with the further right to deduct from the Purchase Price amounts secured by unpermitted liens or encumbrances of a definite or ascertainable amount, and to cause the Title Insurer to issue its endorsement insuring against damage or loss caused by any such unpermitted exceptions and deduct from the Purchase Price the cost of premiums and security provided for said endorsements, as the case may be.

C. The closing shall be "New York Style", and at closing Eagle Z shall receive from the Title Insurer a Title Policy at the Village's expense to cover the Closing Date and the recording of (1) the deed to the Sale Property, (2) the Grant of Replacement Permanent Ingress, Egress and Parking Easement; and (3) a grant of easement for the Additional Parking Easement Parcel, concurrent with the Closing Date. The Title Policy shall be on an ALTA Owner's Form, subject only to the Permitted Exceptions, in an amount equal to the purchase price, showing Eagle Z as the owner insured thereunder.

10. Closing.

A. The closing of this transaction, including the making of all deposits in the Escrow including the making of all deposits in the Escrow required to be made pursuant to the terms of this Agreement and the Escrow Agreement, shall take place on the 30<sup>th</sup> day following the completion of the Relocated Access Drive, at the Lisle office of Chicago Title Insurance Company (the "Closing" or the "Closing Date").

B. On or before the Closing Date, the Village shall deposit or cause to be deposited in the Escrow the following closing documents:

- (1) A recordable Warranty Deed in appropriate form to convey the Sale Property to Eagle Z, free and clear of any liens, leases, easements, covenants, encumbrances or restrictions of any nature whatsoever except the Permitted Exceptions;
- (2) Grant of Replacement Permanent Ingress, Egress and Parking Easement.
- (3) An affidavit executed by The Village in form and substance acceptable under Section 1445 of the Internal Revenue Code, as amended, setting forth under penalty of perjury, The Village's United States taxpayer identification number and certifying that The Village is not a "foreign person" as that term is used under Section 1445 (b)(2) of the Internal Revenue Code, as amended;
- (4) Executed ALTA Statements;
- (5) An affidavit of title;
- (6) A GAP undertaking in form as customarily required by the Title Insurer;
- (7) Such other documents, instruments, certifications, resolutions and confirmations as may reasonably be required by the Title Insurer and the Eagle Z, or either of them, to fully effect and consummate the transactions contemplated hereby; and
- (8) Grant of easement for parking over the Additional Parking Easement Parcel.

C. On or before the Closing Date, Eagle Z shall deposit or cause to be deposited into the Escrow the following:

- (1) Executed ALTA Statements;
- (2) Abrogation, Release and Termination of Easements of the 2009 Permanent Easement and Release of the 2009 Temporary Easement, each granted under the 2009 Easement Agreement, and termination of the 2009 Easement Agreement.
- (3) Abrogation, Release and Termination of the Roadway Easement Grant.
- (4) The balance of the Purchase Price as set forth in Paragraph 6, if any; and
- (5) A GAP undertaking in form as customarily required by the Title Insurer, if any.
- (5) Such other documents, instruments, certifications, resolutions and confirmations as may reasonably be required by the Title Insurer and the Village, or either of them, to fully effect and consummate the transactions contemplated hereby.
- (6) Payment of monies owed the Village hereunder in the form of a cashier's check or wire transfer.

D. On or before the Closing Date, the Village and Eagle Z shall jointly deposit or cause to be deposited into the Escrow the following:

- (1) Jointly executed Closing Statement; and
- (2) Such municipal, county and state real estate transfer declarations or exemption certifications as may be required.

11. The Village shall pay all charges not expressly required to be paid by Eagle Z and/or Global herein, including, without limitation, all title and recording charges (except for recording of loan documents) and title insurance premiums, fees and any transfer or stamp tax imposed by State, County or Municipal law or ordinance, unless exempt therefrom, and the cost of the Survey. The parties shall split equally the closing and deed and money escrow fees. After the closing and issuance of a later date title policy insuring the Sale Parcel, including access thereto and to Parcel 2 by virtue of the Grant of Replacement Permanent Ingress, Egress and Parking Easement in lieu of the abrogated, released and terminated 2009 Permanent Easement, the 2009 Temporary Easement,

and/or the Roadway Easement Grant, the Village shall have the right to install and construct a barrier curb and/or non-mountable median to prevent further road access to and from Parcel 1, Parcel 2 and/or the Sale Parcel off of Spaulding Road.

12. Disconnection and Zoning in County. Given that auto storage and salvage yards are not permitted or special uses under any Village of Bartlett Zoning District after Eagle Z has purchased the Sale Parcel, the Village will pass an ordinance disconnecting the Sale Parcel from the Village, within sixty (60) days of receipt of (1) a proper petition to disconnect the Sale Parcel from the Village of Bartlett; and (2) a plat of disconnection of the Sale Parcel. The Village agrees that it will not object to any petition or application to consolidate the Sale Parcel with Parcel 1 or to rezone the Sale Parcel in Cook County to the same zoning as on Parcel 1, including any petition for a special or conditional use to allow an expansion of the auto storage and salvage yard use and/or construct a building ancillary to said use with a building height of not greater than 30 feet provided (i) the existing fence remains or is relocated or a fence of the same size, quality and appearance is erected along the east line of the Sale Parcel; and ~~(ii) no audio speakers which amplify sound shall be placed upon the Sale Parcel or the Additional Parking Easement Parcel.~~

13. Global Post-Closing Truck Restrictions. After the closing on the sale of the Sale Parcel to Eagle Z and the completion of the Relocated Access Drive, Eagle Z and Global agree that as long as: (i) Eagle Z (or an entity in which William Zuccaro has an interest) owns the Sale Parcel; and/or (2) Global (or another entity in which William Zuccaro owns stock or a membership interest, or is an officer, director or manager) operates an auto storage and salvage yard or similar or ancillary use on the Sale Parcel, no truck or commercial vehicle greater than 8,000 pounds gross weight (D Plate and above) or any tow truck or flatbed truck, irrespective of size, which is owned, leased

and/or operated by Global, or any affiliate of Global or Eagle Z (the "Global Trucks") shall travel upon Lambert Lane north of the Relocated Access Drive, or upon Naperville Road, or Spaulding Road east of Lambert Lane (the "Prohibited Truck Routes"), provided the Permitted Truck Routes defined herein below are open. From and after the closing on the Sale Parcel and completion of the Relocated Access Drive, the Global Trucks shall access and travel to and from Parcel 2 utilizing only the following routes:

From the North: Lake Street to Bluff City Blvd., south then west to Gifford Road, south to Spaulding Road, east to Lambert Lane, north to the Relocated Access Drive for Parcel 2.

From the South: West Bartlett Road to Gifford Road, north to Spaulding Road, east to Lambert Lane, north to the Relocated Access Drive for Parcel 2.

From the West: Route 25 to West Bartlett Road, east to Gifford Road, north to Spaulding Road, east to Lambert Lane, north to the Relocated Access Drive for Parcel 2.

From the East: Route 59 to (i) West Bartlett road, west to Gifford Road, north to Spaulding Road east to Lambert Lane, north to the Relocated Access Drive for Parcel 2, or (ii) Lake Street west to Bluff City Blvd., south then west to Gifford Road, south to Spaulding Road east to Lambert Lane, north to the Relocated Access Drive for Parcel 2.

(the "Permitted Truck Routes"), provided said Permitted Truck Routes are open. Eagle Z shall amend its lease with Global making it a default thereunder for any of the Global Trucks to use the Prohibited Truck Route and mandating that the Global Trucks use the Permitted Truck Routes. Eagle Z shall include similar provisions in every lease renewal or new lease for its other tenants on Parcel 2, if any ("Grantee's Other Tenants") to make it a default under said renewed or new leases to prohibit said tenants from allowing their commercial vehicles to use the Prohibited Truck Routes and mandating said tenants to only use the Permitted Truck Routes for their respective commercial vehicles for access to Parcel 2 provided the Permitted Truck Routes are open. The foregoing truck route

restriction shall be an ongoing contractual obligation binding upon Eagle Z and Global, and upon each of their respective affiliates, successors and assigns, and said obligations shall not merge with the delivery of the deed to the Sale Parcel from the Village to Eagle Z. The use of Prohibited Truck Routes and/or failure to only use a Permitted Truck Route by a Global customer shall not constitute a default under this Agreement. The use of the Prohibited Truck Route and/or the failure to use a Permitted Truck Route for access by Eagle Z and Global, or either of them, or by their respective, managers, members, officers, directors, employees, affiliates, successors and assigns shall constitute a default or breach of this contract, however, in the event of any such default or breach, there shall be no reversion or reverter of title to the Sale Parcel, but the Village may enforce this provision by the levy of a fine and shall have all available remedies for each violation as provided by state statute or local ordinance as they may be amended from time, and Global waives any defense to any overweight or prohibition against tow trucks on any of the Prohibited Routes on the basis that travel upon said road is for local delivery. In the event of repeated violations or defaults here under and the failure stop said violations and/or cure said defaults the Village shall be entitled to enforce this provision by injunctive relief.

14. Default/Remedies. Other than a default or breach of the Global truck route restrictions set forth in paragraph 13 which provides for its own default and remedy provisions, in the event of any other default or breach of this Agreement, the non-defaulting party shall be entitled to all available remedies at law and/or in equity.

15. Attorney's Fees. In the event either party enforces this instrument by appropriate action in a court of law, the prevailing party in such litigation shall be entitled to recover as part of its costs, its reasonable attorney's fees.

16. Notice. All notices hereunder shall be deemed properly served if delivered in person by commercial overnight air courier, by facsimile or by registered or certified U.S. Mail, return receipt requested, with postage prepaid to the following or to such other or additional parties and addresses as either Grantor or Grantee may subsequently designate by notice:

If to Grantor: Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103  
Attn: Valerie L. Salmons, Village Administrator  
Telephone: 630-837-0800  
Fax: 630-837-2468

With Copies to: Bryan E. Mraz, Esq.  
111 East Irving Park Rd.  
Roselle, Illinois, 60172-2070  
Telephone: 630-529-2541  
Fax: 630-529-2019

If to Grantee: Eagle Z Properties, LLC  
357 Eagle Lane  
Bloomington, Illinois, 60108  
Attn: William Zuccaro  
Telephone: 847-608-4700  
Fax: 847-608-9777

With Copies to: Salvatore Spaccaferro, Esq.  
One Woodfield Place  
1701 E. Woodfield Road  
Suite 1101  
Schaumburg, Illinois, 60173  
Telephone: 630-628-5400  
Fax: 847-464-5935

If to Global: Global Auto Recycling & Repair Corp.  
31 W 450 Spaulding Road  
Elgin, Illinois, 60120  
Attn: Joseph Zuccaro  
Telephone: 847 – 608-4700  
Fax: 847 – 608-9777

With Copies to: Salvatore Spaccaferro, Esq.  
One Woodfield Place  
1701 E. Woodfield Road  
Suite 1101  
Schaumburg, Illinois, 60173  
Telephone: 630-628-5400  
Fax: 630-628-5402

17. Effective Date. The "Effective Date" or the "Contract Date" of this Agreement shall be the date of final signature herein by the last of Eagle Z and The Village to execute this Agreement.

18. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the purchase and sale of the Property, and the same may not be ended, modified or discharged, except by an instrument in writing signed by the party to be bound thereby.

19. Persons Bound. This Agreement, and all covenants and provisions herein contained, shall bind and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors and assigns.

20. Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances as to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

21. Survival and Benefit. All representations, warranties, agreements and obligations of the parties shall, notwithstanding any investigation made by any party hereto, survive the closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Neither party shall assign all or any

part of its interest under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

22. No Third Party Benefits. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective nominee, heirs, successors and assigns, and no third party is intended to or shall have any rights hereunder, except for Global, which is a third party beneficiary of this Agreement.

23. No Partnership or Joint Venture. Nothing contained in this Agreement is intended or shall be construed in a manner to create any relationship between The Village and Eagle Z other than the relationship or Eagle Z and the Village, and The Village and Eagle Z shall not be considered agents of the other, joint venturers or partners for any purpose.

24. No Recording. Neither this Contract nor any notice or memorandum hereof (except a Lis Pendens Notice filed contemporaneously with the filing of a lawsuit for specific performance of this Contract) shall be recorded against the Sale Property without the Village's express written consent.

25. Interpretation.

A. The headings and captions herein are inserted for reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

B. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement.

C. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa where the context so requires.

D. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

E. The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to."

F. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of this together shall constitute one and the same instrument.

G. Whenever under the terms of this Agreement time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

H. All exhibits attached to this Agreement are hereby incorporated as a part of this Agreement by reference.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the days and dates written below.

Dated: August 11, 2016  
VILLAGE OF BARTLETT  
By: Kevin Wallace  
Kevin Wallace, Village President

Attest:  
Lorna Giles  
Lorna Giles, Village Clerk

Dated: August 9, 2016  
EAGLE Z PROPERTIES, LLC  
By: William M. Zuccaro  
Name: William M. Zuccaro  
Title: SOLE MEMBER ZUCCARO

GLOBAL AUTO RECYCLING &  
REPAIR CORP.  
By: Joe Zuccaro  
Name: JOE ZUCCARO  
Title: PRESIDENT

## INDEX OF EXHIBITS

<u>Exhibit No.</u>	<u>Exhibit</u>
1	Legal Description of Village Owned Property (Parcel 1)
2	Legal Description of Eagle Z Owned Property (Parcel 2)
3	Legal Description of Replacement Permanent Ingress and Egress Easement
4	Plat of Easement for the Replacement Permanent Ingress and Egress Easement
5A	Construction Details for Global Driveway Plan
5B	Spaulding Road Quiet Zone Parking Lot Exhibit
6	Legal Description and Plat of Survey of 0.560 Acre Sale Parcel
7	Jenkins and MaRous MAI Appraisal
8	Form of Grant of Replacement Permanent Easement for Ingress, Egress, and Parking Easement
9	Form of Abrogation, Release and Termination of Easements (2009 Permanent Easement and 2009 Temporary Easement)
10	Form of Abrogation, Release and Termination of Roadway Easement Grant

**Exhibit 1**

**Legal Description of Parcel 1 (Grantor's Parcel)**

LOT 127 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NO. 0417534056, IN COOK COUNTY, ILLINOIS.

PIN: 06-29-301-001-0000

**Exhibit 2**

**Legal Description of Parcel 2 (Grantee's Parcel)**

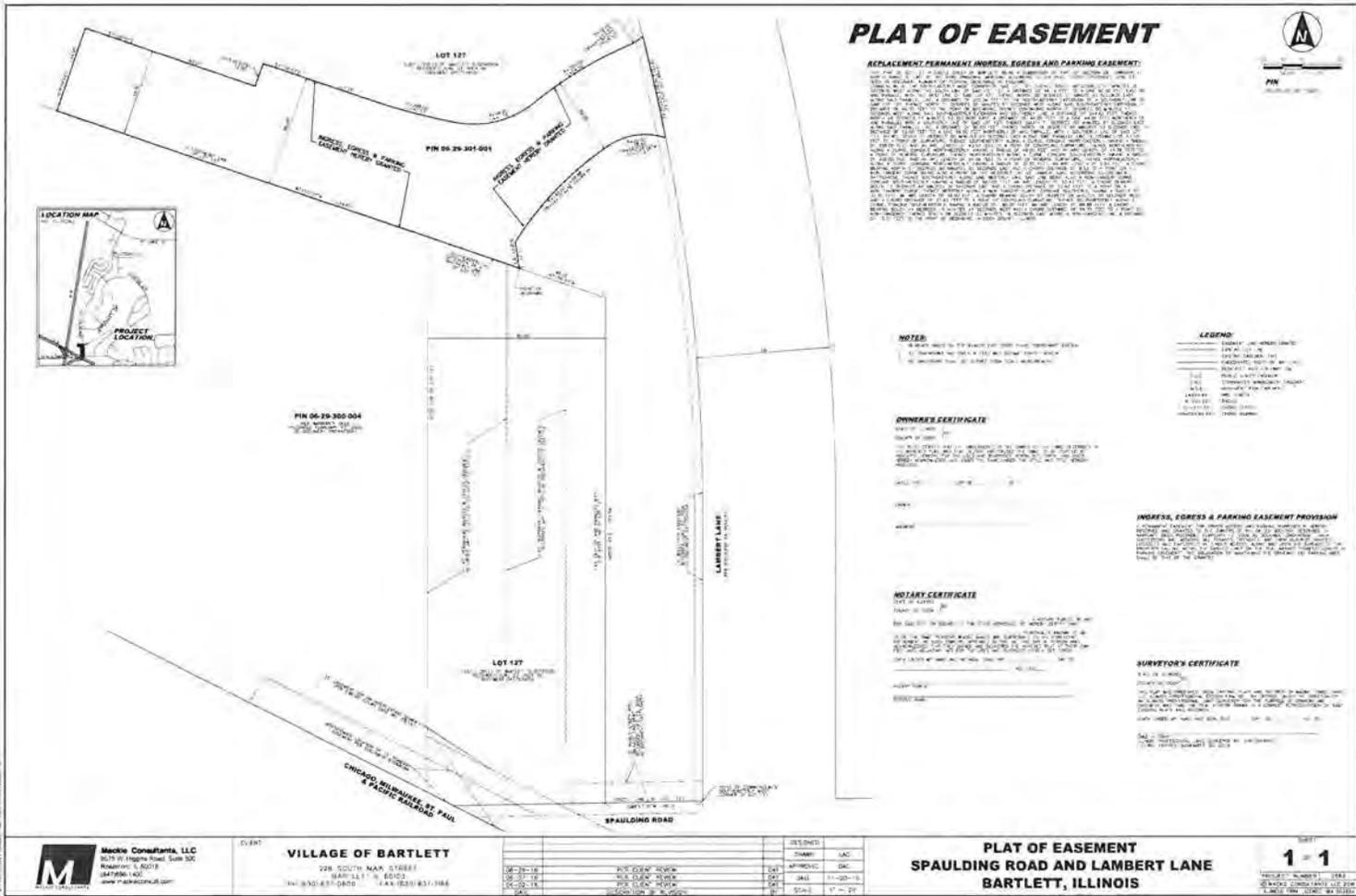
THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, WITH THE EAST LINE OF THE RIGHT OF WAY OF THE WAUKEGAN AND SOUTHWEST RAILWAY COMPANY; THENCE NORTHEASTERLY 12 RODS; THENCE EAST 26 RODS; THENCE SOUTH 17 RODS TO THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY, THENCE NORTHWESTERLY TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PERMANENT PARCEL INDEX NO. 06-29-300-004-0000

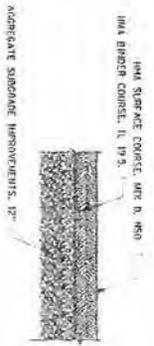
### EXHIBIT 3

#### INGRESS, EGRESS AND PARKING EASEMENT

THAT PART OF LOT 127 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF SAID LOT 127; THENCE SOUTH 88 DEGREES 57 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 127, A DISTANCE OF 48.14 FEET TO A LINE 90.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 127; THENCE NORTH 00 DEGREES 01 MINUTE 45 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 255.04 FEET TO THE SOUTHEASTERLY EXTENSION OF A SOUTHERLY LINE OF SAID LOT 127; THENCE NORTH 71 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTHEASTERLY EXTENSION A DISTANCE OF 42.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 71 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTHEASTERLY EXTENSION AND SOUTHERLY LINE, A DISTANCE OF 157.00 FEET; THENCE NORTH 18 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 44.00 FEET TO A LINE 44.00 FEET NORTHERLY OF AND PARALLEL WITH A SOUTHERLY LINE OF SAID LOT 127; THENCE SOUTH 71 DEGREES 00 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 115.28 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 85.88 FEET, A CHORD BEARING NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST AND A CHORD DISTANCE OF 85.22 FEET; THENCE NORTH 63 DEGREES 27 MINUTES 31 SECONDS EAST, A DISTANCE OF 19.61 FEET TO THE WESTERLY LINE OF LAMBERT LANE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 967.00 FEET AN ARC LENGTH OF 41.14 FEET, A CHORD BEARING SOUTH 13 DEGREES 04 MINUTES 14 SECONDS EAST AND A CHORD DISTANCE OF 41.13 FEET; THENCE SOUTH 63 DEGREES 27 MINUTES 31 SECONDS WEST ALONG A NON-TANGENT LINE A DISTANCE OF 10.03 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 83.50 FEET, A CHORD BEARING SOUTH 48 DEGREES 30 MINUTES 27 SECONDS WEST AND A CHORD DISTANCE OF 82.56 FEET; THENCE SOUTH 08 DEGREES 33 MINUTES 17 SECONDS EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 18.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



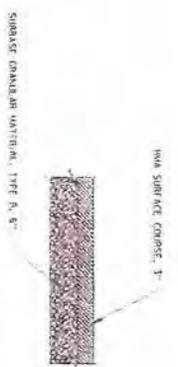




**TYP. SPAULDING ROAD PAVEMENT WHERING SECTION**  
NOT TO SCALE



**TYP. SPAULDING ROAD PAVEMENT MILLING SECTION**  
NOT TO SCALE



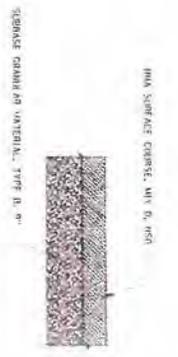
**TYP. HMA PAIR SECTION**  
NOT TO SCALE



**TYP. TOWAR DRIVEWAY PAVEMENT SECTION**  
NOT TO SCALE



**TYP. GLOBAL DRIVEWAY PAVEMENT SECTION**  
NOT TO SCALE



**TYP. GLOBAL PARKING LOT LIGHT DUTY PAVEMENT SECTION**  
NOT TO SCALE



**TYP. GLOBAL PARKING LOT GRAVEL PAVEMENT SECTION**  
NOT TO SCALE

**CHRISTOPHER B. BURKE ENGINEERING, LTD**  
8870 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(630) 223-4800



**VILLAGE OF BARTLETT**  
228 S. MAIN STREET  
BARTLETT, ILLINOIS 60103

NO.	DATE	DESCRIPTION
1	11/11/2025	ISSUED FOR PERMIT
2	11/11/2025	ISSUED FOR CONSTRUCTION
3	11/11/2025	ISSUED FOR RECORD

**VILLAGE OF BARTLETT**  
**SPAULDING ROAD QUIET ZONE**  
**CONSTRUCTION DETAILS**

PROJ. NO. 17-0045  
SHEET 1 OF 15  
DATE: 11/11/25  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 11/11/25

**CB**  
**B**  
 CHRISTOPHER B. BURKE ENGINEERING, LTD.  
 9575 W. Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-4500

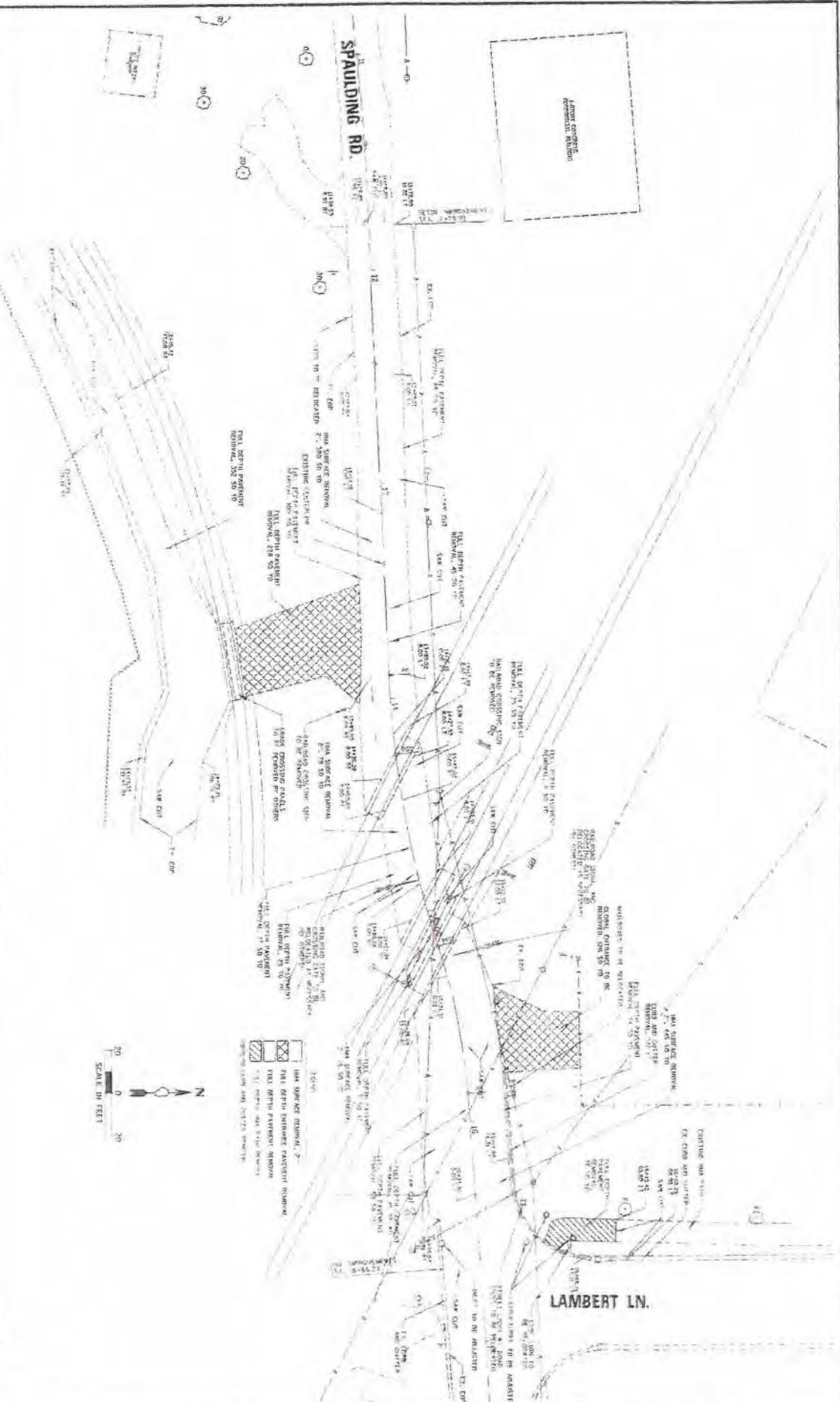


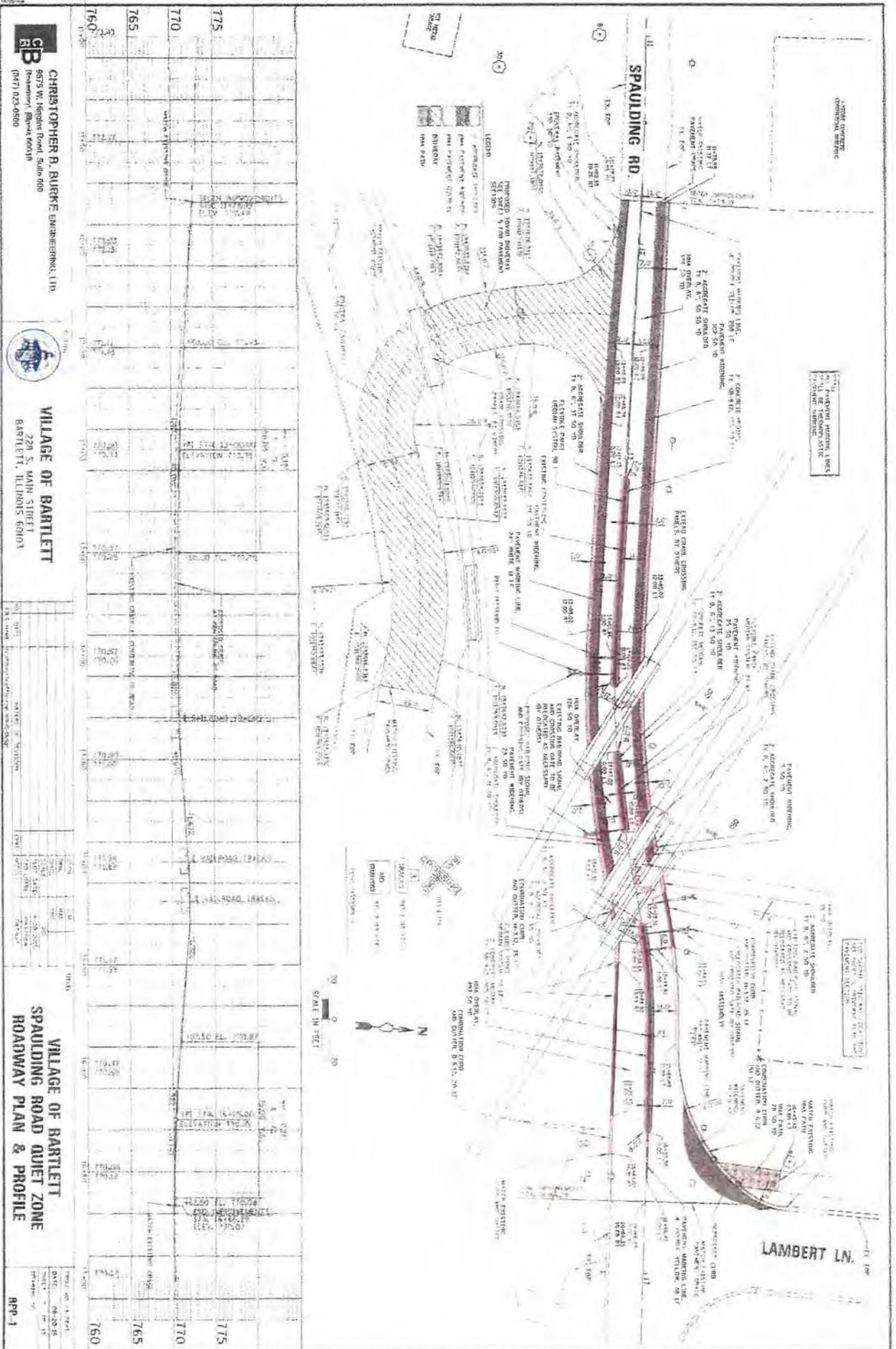
**VILLAGE OF BARTLETT**  
 278 S. MAIN STREET  
 BARTLETT, ILLINOIS 60103

NO.	DATE	DESCRIPTION	BY	CHECKED	TITLE
1	12/15/09	ISSUED FOR PERMITS	MB	MB	EX. CONDITIONS AND REMOVAL PLAN
2	01/22/10	REVISED PER COMMENTS	MB	MB	EX. CONDITIONS AND REMOVAL PLAN
3	02/02/10	REVISED PER COMMENTS	MB	MB	EX. CONDITIONS AND REMOVAL PLAN
4	02/02/10	REVISED PER COMMENTS	MB	MB	EX. CONDITIONS AND REMOVAL PLAN
5	02/02/10	REVISED PER COMMENTS	MB	MB	EX. CONDITIONS AND REMOVAL PLAN
6	02/02/10	REVISED PER COMMENTS	MB	MB	EX. CONDITIONS AND REMOVAL PLAN
7	02/02/10	REVISED PER COMMENTS	MB	MB	EX. CONDITIONS AND REMOVAL PLAN
8	02/02/10	REVISED PER COMMENTS	MB	MB	EX. CONDITIONS AND REMOVAL PLAN
9	02/02/10	REVISED PER COMMENTS	MB	MB	EX. CONDITIONS AND REMOVAL PLAN
10	02/02/10	REVISED PER COMMENTS	MB	MB	EX. CONDITIONS AND REMOVAL PLAN

**VILLAGE OF BARTLETT**  
**SPAULDING ROAD QUIET ZONE**  
**EX. CONDITIONS AND REMOVAL PLAN**

PROJ. NO. 09-001  
 DATE: 02/02/10  
 CREDIT: MB  
 DRAWN: MB  
 CHECKED: MB  
 TITLE: EX. CONDITIONS AND REMOVAL PLAN  
 SHEET: 1 OF 1  
 PERMITS: 09-001-001





**CB**  
 CHRISTOPHER B. BURKE ENGINEERING, LTD.  
 8675 W. Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (647) 623-6500



**VILLAGE OF BARTLETT**  
 228 S. MAIN STREET  
 BARTLETT, ILLINOIS 60113

**VILLAGE OF BARTLETT**  
**SPAULDING ROAD QUIET ZONE**  
**ROADWAY PLAN & PROFILE**

APP-1  
 DATE: 08-20-15  
 PROJECT: 15-001







## MAROUS & COMPANY

October 7, 2015

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Attention: Mr. Jim Plonczynski, Community Development Director

Subject: 0.560-acre Land Parcel  
Northwest Quadrant of Spaulding Road and Lambert Lane  
Bartlett, Illinois 60120  
PIN 06-29-301-001 (Partial)

Dear Mr. Mraz:

In conformance with the signed letter of engagement, the 0.560-acre vacant land parcel located at the northwest quadrant of Spaulding Road and Lambert Lane, in proximity to the Castle Creek planned residential development, Bartlett, Illinois, has been inspected and appraised. This appraisal report has been prepared specifically for the use of the Village of Bartlett and its counsel, Bryan E. Mraz. The purpose of this appraisal is to estimate the market values of the subject property as of September 7, 2015, in order to assist the client in determining at what price the property would sell if exposed for sale in the open market. The entire fee simple and a partial interest in the property are being appraised.

The property being appraised is a mostly rectangular-shaped land parcel that contains 0.560 acre or approximately 24,372 square feet of land area. The subject property is part of a larger, approximate 12-acre land tract of land, (the Larger Parcel) which is part of the Castle Creek planned residential subdivision development. The Larger Parcel originally was scheduled for development with a Suburban Transit Access Route (STAR) Metra station. The subject property and the larger parcel are zoned PD, Planned Development District, by the Village of Bartlett.

All utilities, including electricity, natural gas, telephone, and municipal water and sewer, are assumed to be available; however, they are not installed to the site. According to the Flood Insurance Rate Map, Panel Number 17031C163J and dated August 19, 2008, the subject property is located in a Zone X, an area that is not designated as a flood hazard area. There are no known areas of wetlands on the subject property.

The subject property is located within the far northwest side of the village of Bartlett. In general terms, the land uses to the east are within the Village of Bartlett and are residential in nature and the land uses to the west are within the City of Elgin and are industrial in use. Immediately west of the subject property is an automobile salvage yard identified as Global Auto Recyclers, which is referred to herein as the Global Parcel, and which is located in unincorporated Elgin Township. This immediate area is traversed by numerous railroad right-of-way lines. As part of a larger effort to create a Federal Railroad Administration-regulated quiet zone in this area, the Village of Bartlett is considering selling the subject

Mr. Bryan E. Mraz  
Northwest Quadrant of Spaulding Road and Lambert Lane  
October 7, 2015

property to the owner of the Global Parcel and reconfiguring the points of ingress and egress to these parcels.

The subject property is encumbered with a permanent access easement and a temporary easement for additional access and parking for the benefit of the Global Parcel. Our client has instructed us to appraise the subject property in its *as is condition* encumbered with permanent and temporary easements, and under the hypothetical condition<sup>1</sup> that the subject property is not encumbered with permanent and temporary easements.

In view of the following facts and data connected with this appraisal, the market value of the fee simple estate in the subject property under the *hypothetical condition* that the subject property is not encumbered with permanent and temporary easements, as of September 7, 2015, is:

**FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS**

**(\$48,750 )**

Also, in view of the following facts and data connected with this appraisal, the market value of the subject property in its *as is condition* as encumbered with permanent and temporary easements, as of September 7, 2015, is:

**EIGHTEEN THOUSAND THREE HUNDRED DOLLARS**

**(\$18,300 )**

These value estimates are contingent upon the estimated exposure time of 6 to 9 months. They are gross values and no allowance was made for brokerage commissions or costs of utilities, real estate taxes, or other carrying costs during the marketing period.

MaRous and Company has received and has relied upon verbal and written communications and documents regarding the subject property in the preparation of this appraisal report. If additional information about the subject property is received or becomes known, MaRous and Company reserves the right to determine whether this information has a substantive impact on the valuation of the subject property and to adjust values accordingly.

This document conforms to our understanding of the requirements for an appraisal report under Standard Rule 2-2 (a) of the *Uniform Standards of Professional Appraisal Practice and Advisory Opinions* (USPAP). This appraisal report is a brief recapitulation of the appraisal data, analyses, and conclusions. Supporting documentation is retained in MaRous and Company office files.

---

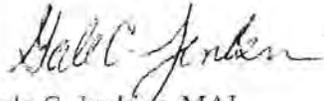
<sup>1</sup> A hypothetical condition is defined as "that which is contrary to what exists but is supposed for the purpose of the analysis." *Uniform Standards of Professional Appraisal Practice*. (Washington, D. C.: Appraisal Standards Board, 2014) U-3.

Mr. Bryan E. Mraz  
Northwest Quadrant of Spaulding Road and Lambert Lane  
October 7, 2015

This letter of transmittal is personally signed and is attached to and accompanies an appraisal report. Any use of this letter of transmittal without the accompanying appraisal report and the original signatures invalidates the certification and may result in misleading value conclusions.

Respectfully submitted,

MaRous & Company



Gale C. Jenkins, MAI  
Illinois Certified General - #553.001474 (9/17 expiration)



Michael S. MaRous, MAI, CRE  
Illinois Certified General - #553.000141 (9/17 expiration)

**APPRAISAL REPORT**  
**Northwest Quadrant of Spaulding Road and Lambert Lane**  
**Bartlett, Illinois 60120**  
**PIN 06-29-301-001 (Partial)**

**Purpose of Assignment,  
Date, and Intended Use  
and User of the Appraisal**

The purpose of this appraisal is to estimate the market values of the subject property as of September 7, 2015, in order to assist the Village of Bartlett and its counsel, Mr. Bryan E. Mraz, in determining at what prices the property would sell if properly exposed for sale in the open market. The entire fee simple and a partial interest in the property are being appraised. The definition of the fee simple estate follows. The fee simple value estimate is based on the hypothetical condition<sup>2</sup> that the subject property is not encumbered with permanent and temporary easements. The partial interest being appraised reflects the subject property's as is condition that property is encumbered with permanent and temporary easements. These encumbrances are discussed in greater detail herein.

**Fee Simple Estate**

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>3</sup>

**Market Value**

The most probable price a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;

---

<sup>2</sup> A hypothetical condition is defined as "that which is contrary to what exists but is supposed for the purpose of the analysis." *Uniform Standards of Professional Appraisal Practice*. (Washington, D. C.: Appraisal Standards Board, 2014) U-3.

<sup>3</sup> *The Appraisal of Real Estate*. 14th ed., (Chicago: Appraisal Institute, 2013) 5.

- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>4</sup>

**Sources of Property Identification and Scope of Work**

In order to develop the retrospective fee simple market value of the subject property:

- Inspections of the property have been made over the past several months over our normal course of business. The most recent inspection made by Michael S. MaRous, MAI, CRE, and Gale C. Jenkins, MAI, was on September 7, 2015;
- The physical and economic factors that could affect the property being appraised were researched;
- A plat of survey dated August 28, 2015, and prepared by Mackie Consultants, LLC, was reviewed;
- The Grant of Permanent Access Easement and Agreement for Temporary Easement For Additional Access and Parking document recorded as Document Number 1013231102 recorded on May 12, 2010, was reviewed;
- We interviewed Mr. James Plonczynski, Community Development Director with the Village of Bartlett;
- Market research was conducted to compile information concerning the general conditions affecting the commercial property in the village of Bartlett, and to develop sales of comparable vacant commercial sites;
- General and specific information regarding the village, comparable land sales, and/or relevant market data was taken from a variety of public and/or subscription sources, including mapping programs, governmental and private sector websites, and other miscellaneous resources and reference materials;
- Interviews with brokers, appraisers, developers, and lending institution representatives, as well as information from within

---

<sup>4</sup> 12 C.F.R. Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994

MaRous and Company office files, were used to provide information for this report.

## **Approaches to Value**

The valuation of real estate mainly uses a combination of three basic approaches to value: the cost approach, the income capitalization approach, and the sales comparison approach. From the values indicated by these analyses and the weight accorded to each, an opinion of value is reached based upon expert judgment within the framework of the appraisal process.

In this instance, only the sales comparison approach to value is considered relevant to the development of opinions of value because the subject property is vacant land.

This document conforms to our understanding of the requirements for an appraisal report under Standard Rule 2-2 (a) of the *Uniform Standards of Professional Appraisal Practice and Advisory Opinions* (USPAP). This appraisal report is a brief recapitulation of the appraisal data, analyses, and conclusions. Additional supporting documentation is retained in the MaRous and Company office file.

## **History and Use**

The *Uniform Standards of Professional Appraisal Practice* (USPAP) requires reporting and analysis of any sale transactions and any current listing, pending sale, or option involving the subject property during the past 3 years.

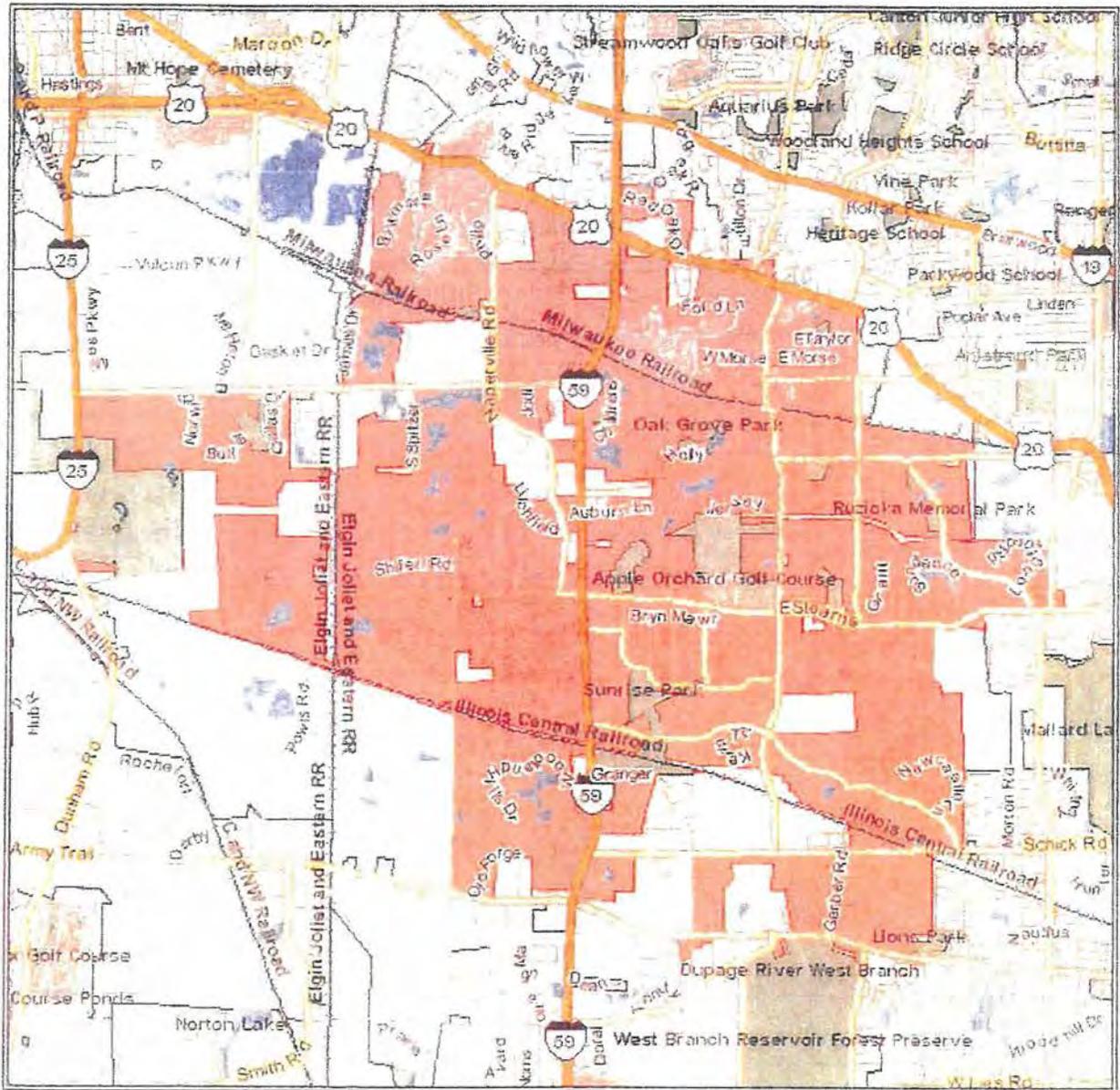
The subject property is a 0.560-acre land parcel that is part of an approximately 12-acre land parcel, the Larger Parcel. According to information provided to us by our client, the subject property, and the Larger Parcel of which it is a part, is owned by the Village of Bartlett in fee simple estate. The Larger Parcel and the subject property are zoned PD, Planned Development District, by the Village of Bartlett, and are part of the Castle Creek planned residential subdivision development. The Larger Parcel originally was scheduled for development with a Suburban Transit Access Route (STAR) Metra station. The

development of the STAR rail project is no longer being considered and the Larger Parcel has remained undeveloped. Mr. Plonczynski reported there are no foreseeable plans for the development of the Larger Parcel.

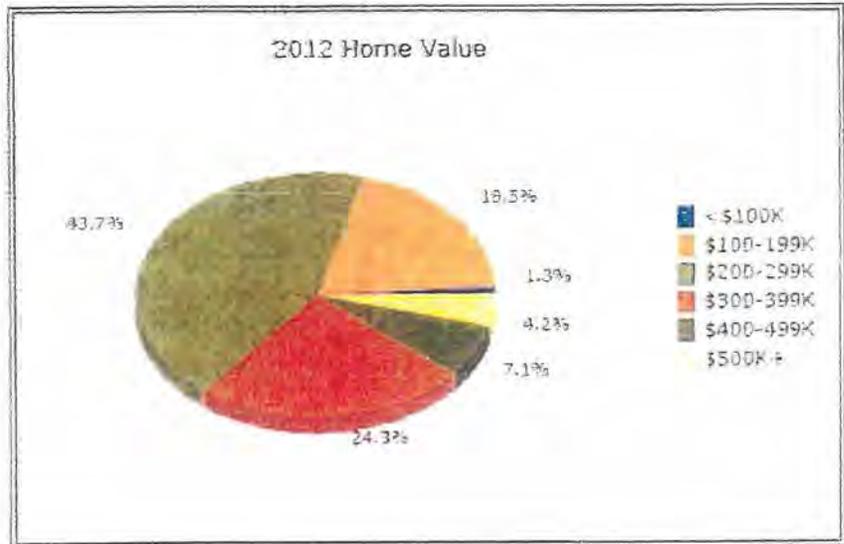
We refer the reader to the Site Description section of this appraisal report for further discussion of the subject property and how it relates to the Larger Parcel.

Immediately west of the 0.56-acre subject property is a tract of land owned by Eagle Z Properties, LLC. This parcel is leased to and is occupied by Global Auto Recyclers for the use as an automobile salvage yard. For the purposes of this appraisal, we are referring to this parcel as the Global Parcel. The following exhibit is annotated to depict the subject property, shaded in yellow, and the Global Parcel, outlined in green. This exhibit was taken from a preliminary working document utilized by the Village of Bartlett; it provided to us by our client and is not an official plat of survey.





According to STDB, and estimated as of 2012, Bartlett has 14,557 housing units, of which 86 percent are owner-occupied. Of these, approximately 76.5 percent have a mortgage. The median annual household income is \$88,021, and the median single-family house value is \$262,941. The following STDB graph illustrates the distribution of single-family house values in the community.



### Immediate Environs

The subject property is located within the far northwest side of the village of Bartlett. This immediate market area can be defined by U.S. Route 20 to the north, by Naperville Road to the east, by West Bartlett Road to the south, and by the corporate limits of Bartlett to the west. An Elgin Canadian Pacific railroad right-of-way forms the boundary between Bartlett and Elgin in this area. The extent and location of the railroad tracks within this immediate market area is a key consideration in this appraisal. The area generally is bifurcated in an east/west direction by a Canadian Pacific main line right-of-way. Also in the area, a short distance to the south and west of the subject property, are three additional rail connections with this main line. These rail connections result in rather unsafe rail crossings and have been the impetus to establish a Federal Railroad Administration quiet zone in this area.

Overall, this immediate area within Bartlett is predominantly residential in nature with a strong transitional character. Generally speaking, land uses to the east are within the Village of Bartlett and are residential and the land uses to the west are within the City of Elgin and are industrial in use.

The residential subdivision known as Castle Creek is located immediately north and east of the subject property. This neighborhood is a planned residential development, zoned PD, Planned Development

District, by the Village of Bartlett, and the Larger Parcel of which the subject property is a part originally was scheduled for development with a Suburban Transit Access Route (STAR) Metra station. Other land uses to the north and east of the subject property and within Bartlett include an 8-acre neighborhood park known as Riley's Run Park and Villa Olivia, a multipurpose recreational/golf course and banquet facility owned and operated by the Bartlett Park District. There are some light industrial uses located east of the subject property and within the corporate limits of Bartlett. These are located a short distance to the east and south and include a vehicle storage yard for QCSA Copart automobile auctions and a snow removal equipment storage yard.



Immediately west of the subject property is an automobile salvage yard known as Global Auto Recyclers, this is the Global Parcel referred to in the History and Use section of this appraisal report. This property is located in unincorporated Elgin Township, between Bartlett to the east

and Elgin to the west, and is of particular interest in this analysis. The owner of this property has leased the property to Global Auto Recyclers and is interested in acquiring the subject property.

Further to the west, the number and intensity of the industrial land uses increases. These parcels are situated within the City of Elgin and include Midwest Compost, a landscape and yard waste handler; Material Handling Wholesale, a forklift parts wholesaler; Redmon's Towing; Express Trailer, Inc., a trailer leasing and storage company; other outside storage users; a transformer station, etc. These industrial uses continue along the east side of Gifford Road and include ModSpace, a company that leases and stores modular contractor's office units; Elgin Energy Center, a natural gas-powered peaker-power plant; Bluff City Materials, a sand and gravel operation; and Concrete Specialties Companies, a manufacturer of precast concrete products.

Other land uses of note in this section of Elgin and a short distance west of the subject property include the Bluff Spring Fen, a 160-acre Cook County Forest Preserve, and the Bluff City Cemetery, a 108-acre, city of Elgin owned and operated nonsectarian cemetery.

All of the land uses within the subject's immediate market area are well established and show average to good maintenance levels. There are no market trends that would indicate a significant change in the use or character of this immediate market area.



The following is a legal description of the subject property that was taken from the plat of survey.

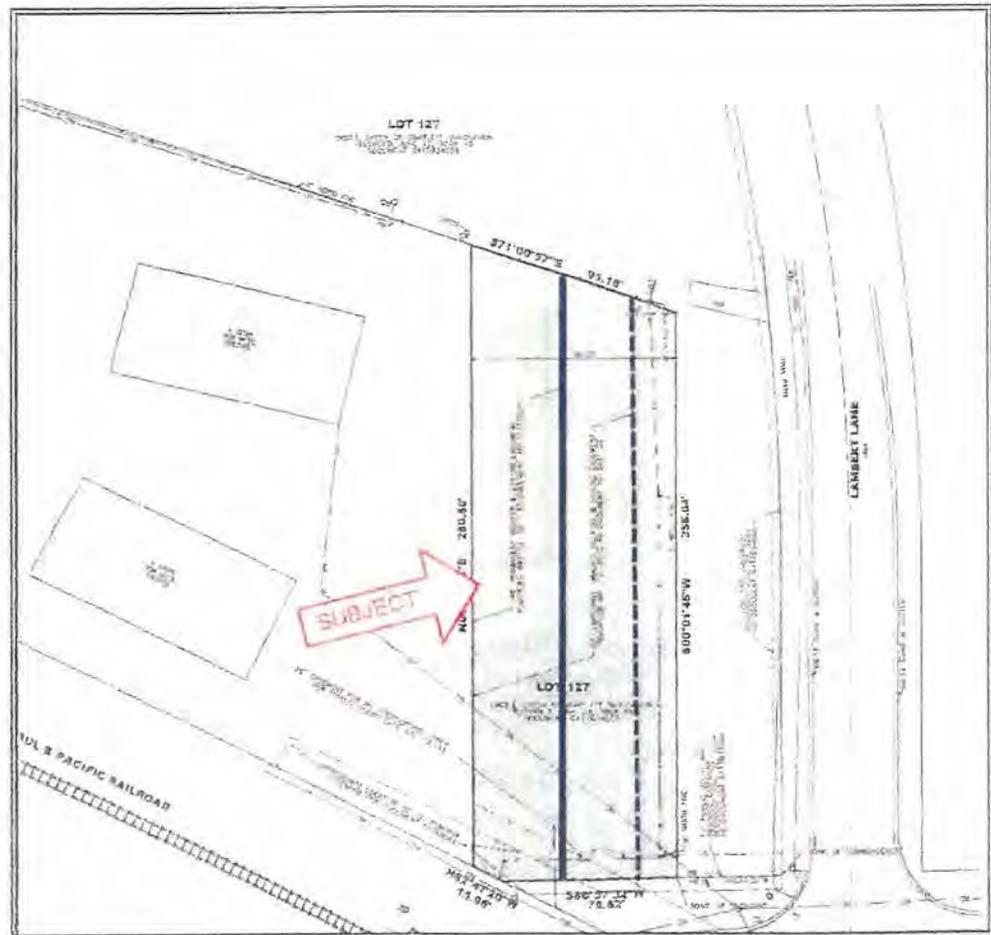
**PROPERTY DESCRIPTION:**

THAT PART OF LOT 127 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534066, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF SAID LOT 127; THENCE SOUTH 88 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 48.14 FEET ALONG THE SOUTH LINE OF SAID LOT 127 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 79.82 FEET ALONG THE SOUTH LINE OF SAID LOT 127 TO THE SOUTHWESTERLY CORNER OF SAID LOT 127; THENCE NORTH 52 DEGREES 47 MINUTES 20 SECONDS WEST, A DISTANCE OF 15.06 FEET ALONG A SOUTHERLY LINE OF SAID LOT 127 TO A CORNER OF SAID LOT 127; THENCE NORTH 00 DEGREES 01 MINUTE 45 SECONDS EAST, A DISTANCE OF 280.50 FEET ALONG A WEST LINE OF SAID LOT 127 TO A CORNER OF SAID LOT 127; THENCE SOUTH 71 DEGREES 00 MINUTES 57 SECONDS EAST, A DISTANCE OF 95.18 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 45 SECONDS WEST, A DISTANCE OF 255.04 FEET ALONG A LINE 90.00 FEET EAST OF AND PARALLEL WITH THE AFORESAID WEST LINE OF LOT 127, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**AREA:**

PROPERTY CONTAINS 24,372 SQUARE FEET OR 0.560 ACRES MORE OR LESS.

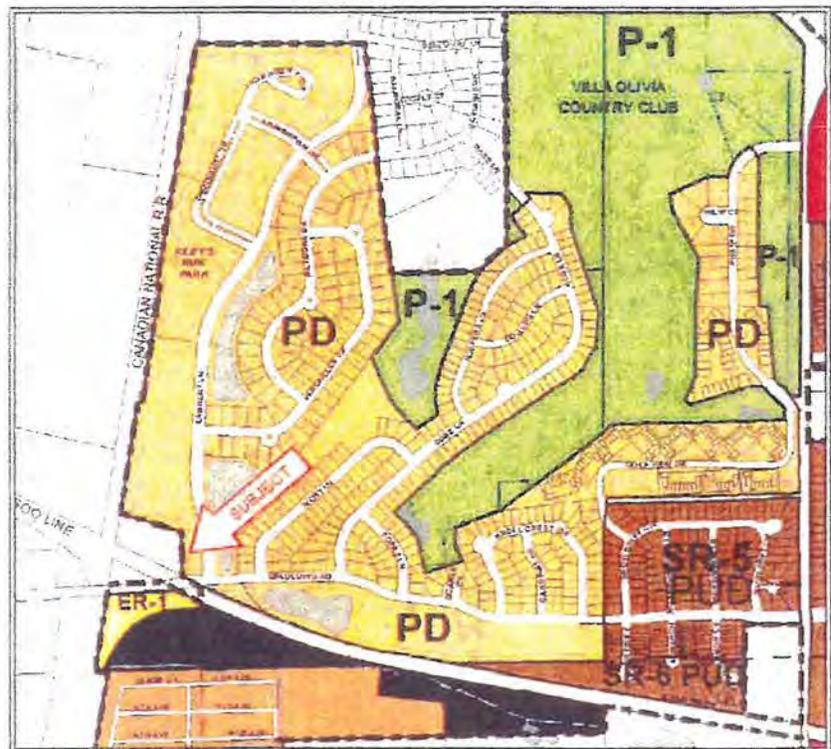
The following exhibit is an annotated copy of a portion of the plat of survey which depicts the subject property, shaded in blue.



The solid blue line denotes the eastern boundary of the permanent easement area and the dashed blue line denotes the eastern boundary of the temporary easement. A closer observation of this exhibit shows the existing board fence constructed approximately 10 feet east of the dashed blue line, which is its proper designated location.

## Zoning

The subject property is zoned PD, Planned Development District, by the Village of Bartlett. The following excerpt from the Village's zoning map illustrates the location of the subject property in relation to the zoning of the surrounding properties.



The specific bulk requirements for any given PD use are specific to that PD use and development. The required standards would include maximum density, minimum dwelling size, maximum building height, minimum parking and loading requirements, etc.

## Access

Access to the subject property is made from Spaulding Road via a gravel-covered entrance. This also is the entrance to the Global Auto

Recyclers property immediately to the west via a cross-access agreement over and upon the subject property.

As part of the requirements to secure a railroad quiet zone, the entrance along Spaulding Road will be closed and a new entrance from Lambert Lane will be constructed.

### **Utilities**

All utilities, including electricity, natural gas, telephone, and municipal water and sewer, are assumed to be available; however, they are not installed to the site.

### **Flood Hazard**

According to the Flood Insurance Rate Map, Panel Number 17031C163J and dated August 19, 2008, the subject property is in a Zone X, which is an area not designated as a flood hazard area. There are no known areas of wetlands.

## **Exposure Time**

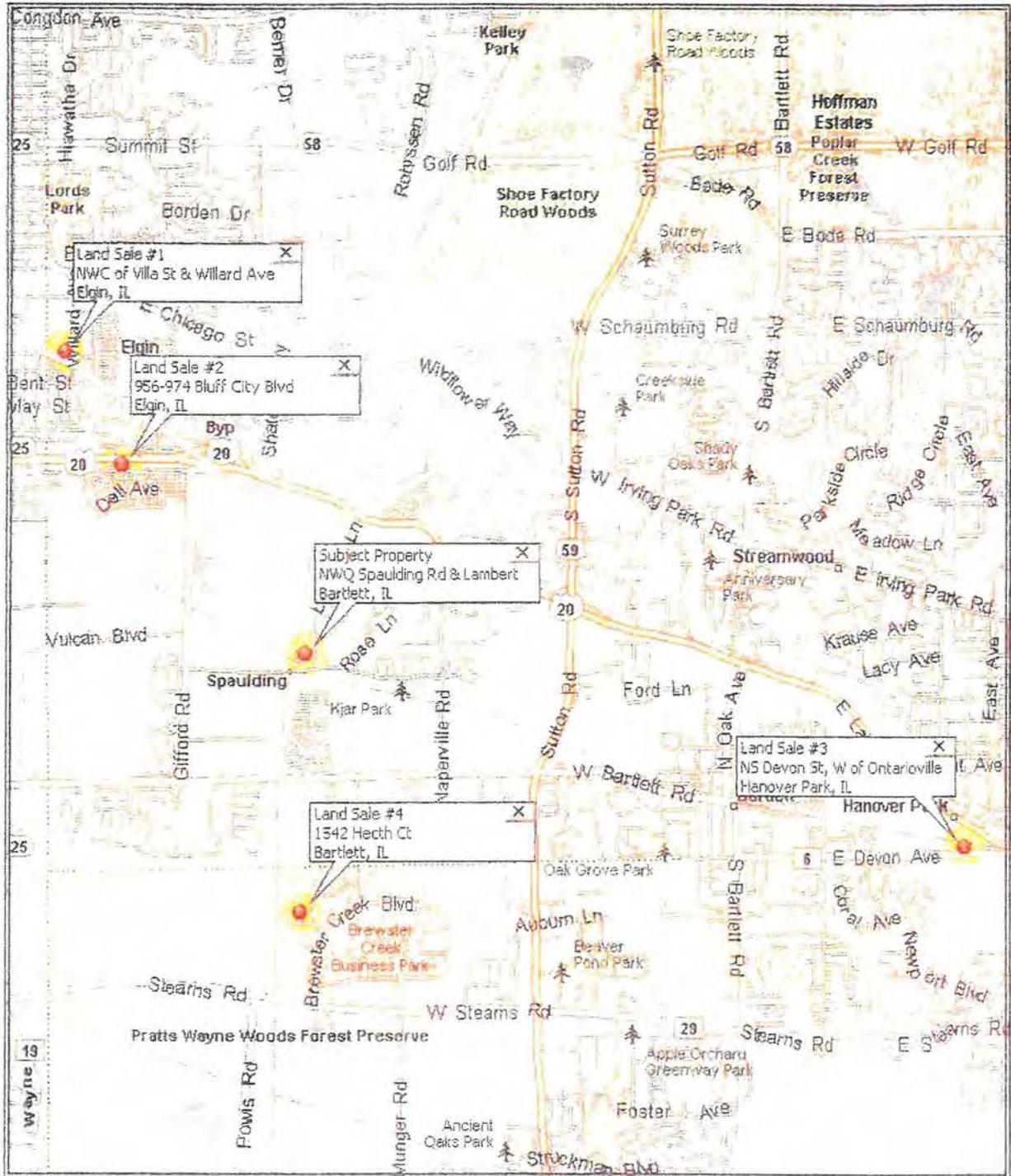
Exposure time is the length of time a property would be offered on the market prior to a hypothetical sale as of the appraisal date. It is “a retrospective estimate based upon an analysis of past events assuming a competitive and open market.”<sup>5</sup> Parallel with this concept is that of marketing time, which is “[a]n opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal.”<sup>6</sup>

As of the appraisal date, exposure times for properties similar to the subject property ranged from 6 to 9 months. Based upon the market conditions analyzed for this report, the exposure period for the subject property at the appraised value and as of the date of value is estimated to be 6 to 9 months.

---

<sup>5</sup> *The Dictionary of Real Estate Appraisal*, 5th ed., (Chicago: Appraisal Institute, 2010) 73.

<sup>6</sup> *Ibid.* 121.



LAND SALES LOCATION MAP

Land Sale #3 is an interior parcel of vacant land that is located along the north side of East Devon Street and a short distance west of Ontarioville Road. It has approximately 180 feet of road frontage along the north side of East Devon Street and an average depth of approximately 280 feet. The site backs to a railroad right-of-way. The site was purchased by an adjoining owner. No development plans were identified. Overall, this parcel has a flat and level topography that is on grade with its road frontage and with adjoining parcels. There is a mixture of well-established houses and small service commercial/industrial uses in this immediate area. The property was a real estate-owned property.

Land Sale #4 is a platted lot within the Brewster Creek Business Park. It is generally triangular in shape and is bordered on the south by a business park detention pond. The property was a real estate-owned property, but given the property's marketing period and the sales price, it is reflective of the market of sales within this business park. It was acquired in late 2012 and overall market conditions and land values have been trending upwards between the date of this sale and our current date of value. Thus we made a positive market conditions adjustment to this sale.

**Sales Comparison  
Approach Value  
Conclusions**

As noted in the Highest and Best Use section of this appraisal report, a tract of land like the subject property is not usually marketed for sale and purchased on the open market. The reasons for this are rather straightforward. Because the subject property is part of a larger tract of land and because the Larger Parcel of land is part of a planned residential subdivision, such a parcel would have limited market appeal. Also, when a land owner of a parcel like the Global Parcel requires additional land area to increase the functional utility of its land parcel, it does not look for the necessary land parcels on the open market, but is limited to the parcels adjacent to its current holdings.

**Hypothetical Condition  
As Unencumbered**

The subject parcel is a rather small tract of land containing 0.560 acre or approximately 24,372 square feet. Such a small land parcel would have very limited utility by virtue of its small size; however, consideration must be given to the added value it provides by increasing the land size and the functional utility of the Global Parcel. Overall, the subject's

location is inferior to the sales cited and, thus, its location limits the overall appeal of the subject property.

Based on this analysis of the market, the concluded unit value for the subject property is \$2.00 per square foot of land area. After multiplying this by the property's 24,372 square feet, the indicated value is \$48,750, rounded. Therefore, the value estimate of the subject property under the *hypothetical condition* that the subject property is not encumbered with permanent and temporary easements, by the sales comparison approach as of September 7, 2015, is **\$48,750**.

### **As Is Condition As Encumbered**

We have discussed the limited appeal of the subject property under the hypothetical condition that it is not encumbered with permanent and temporary easements. We now consider the property in its as is condition. The western 40 feet of the subject property are encumbered with a permanent easement and the western 70 feet of the subject property are encumbered with a temporary easement. Therefore, the westernmost 40 feet of the subject property has both a temporary and permanent easement imposed. That part of the subject property unencumbered with an easement is limited to the easternmost approximately 20 feet. Also, the temporary easement requires a 6- to 8-foot solid wood board fence to be constructed along the eastern boundary of this temporary easement.

Essentially, there is no market appeal for the subject property in its as is condition beyond that supplied by the owner of the Global Parcel, which already benefits from the permanent and temporary easements. This extremely limited market creates strong downward pressure on any estimate of the subject value in its as is condition.

Based on this analysis of the market, the concluded unit value for the subject property is \$0.75 per square foot of land area. After multiplying this value by the property's 24,372 square feet, the indicated value is \$18,300, rounded. Therefore, the value estimate of the subject property in its *as is condition* as encumbered with permanent and temporary easements, by the sales comparison approach as of September 7, 2015, is **\$18,300**.

## **RECONCILIATION AND FINAL VALUE CONCLUSION**

In order to estimate the value for the subject property as a vacant land parcel, only the sales comparison approach to value has been developed. The sales comparison approach is considered the most reliable indicator of value under this scenario.

Therefore, based on the facts reviewed herein and the data analyzed in connection with this appraisal, the market value of the fee simple estate in the subject property under the *hypothetical condition* that the subject property is not encumbered with permanent and temporary easements, as of September 7, 2015, is:

**FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS**

**(\$48,750 )**

Also, in view of the following facts and data connected with this appraisal, the market value of the subject property in its *as is condition* as encumbered with permanent and temporary easements, as of September 7, 2015, is:

**EIGHTEEN THOUSAND THREE HUNDRED DOLLARS**

**(\$18,300 )**

These values are contingent upon the estimated exposure time of 9 to 12 months. They are gross values, and no allowance was made for brokerage commissions, costs of utilities, real estate taxes, or other carrying costs during the marketing period.

This document conforms to our understanding of the requirements for an appraisal report under Standard Rule 2-2 (a) of the *Uniform Standards of Professional Appraisal Practice and Advisory Opinions* (USPAP). This appraisal report is a brief recapitulation of the appraisal data, analyses, and conclusions. Supporting documentation is retained in MaRous and Company office files.

MaRous and Company has received and has relied upon verbal and written communications and documents regarding the subject property in the preparation of this appraisal report. If additional information about the subject property is received or becomes known, MaRous and Company reserves the right to determine whether this information has a substantive impact on the valuation of the subject property and to adjust values accordingly.

## **ASSUMPTIONS AND LIMITING CONDITIONS**

### **Reporting Requirements**

This appraisal report is intended to comply with the reporting requirements set forth under Standard Rule 2-2 (a) of the *Uniform Standards of Professional Appraisal Practice* for an appraisal report. As such, this report might not include full descriptions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the MaRous and Company office files. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. MaRous and Company is not responsible for unauthorized use of this report.

### **Title and Survey**

It is assumed that the title to the subject property is good and marketable. The survey provided to MaRous and Company is assumed to be the most current available, and the legal description provided to MaRous and Company is assumed to be essentially correct for purposes of this appraisal report; however, MaRous and Company reserves the right to adjust values accordingly. The value estimate is given without regard to any questions of title, boundaries, encumbrances, or encroachments.

### **Hazardous Waste**

Unless otherwise stated in this appraisal report, MaRous and Company has no knowledge of the existence of hazardous environmental conditions or substances, including and without limitation asbestos, polychlorinated biphenyls, petroleum leakage, and agricultural chemicals that may or may not be present on the subject property. Moreover, MaRous and Company appraisers are not qualified to test for these substances or conditions. Because the presence of substances such as asbestos, urea formaldehyde foam insulation, and other hazardous substances and environmental conditions may affect the value of a property, the value estimate is predicated on the assumption that no such condition exists on or in the subject property or in such proximity thereto that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them.

**Hidden Defects**

All structures and mechanical components are assumed to be in sound, operable condition unless otherwise stated, and the value conclusions are based on that assumption. Additionally, the value estimate assumes no soil or subsoil conditions that would cause a loss in value. No responsibility is assumed for architectural, structural, engineering, or mechanical matters, and MaRous and Company appraisers are not qualified to make professional judgments in these areas.

**Management**

Competent and prudent management of the subject property is assumed. The estimate of value reported herein assumes that the assessments are entirely paid and that the property is free and clear of such assessments. Opinions and statistics furnished by others during this investigation are assumed to be correct, and no responsibility is assumed for their accuracy.

**Market Conditions**

The value conclusions contained herein are based on the research of market conditions as of the valuation date. Every effort has been made to consider the effect of predictable governmental actions, as well as any environmental or ecological concerns, on the subject property; however, no responsibility is assumed for subsequent changes in the local or national economy or for subsequent changes in local market conditions resulting from local or national economy changes. Because this is an appraisal of market value and is not a feasibility study, no responsibility can be assumed for the ability of the property owner to find a purchaser of the subject property at the appraised value.

**ADA Compliance**

The Americans with Disabilities Act (ADA) became effective January 26, 1992. No specific determination of compliance with the various detailed requirements of the ADA was made for the subject property. It is possible that a complete compliance survey of the subject property together with a detailed analysis of the ADA requirements could show that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative affect upon the value of the subject property. Because no direct evidence relating to this issue was developed, possible lack of compliance with the ADA was not taken into account in estimating value.

## CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the 3-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. We have the knowledge and experience necessary to complete this report competently.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with our understanding of the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. We have made a personal inspection of the property that is the subject of this report.
12. As of the date of this report, we have completed the continuing education program of the Appraisal Institute.

MaRous & Company



Gale C. Jenkins, MAI

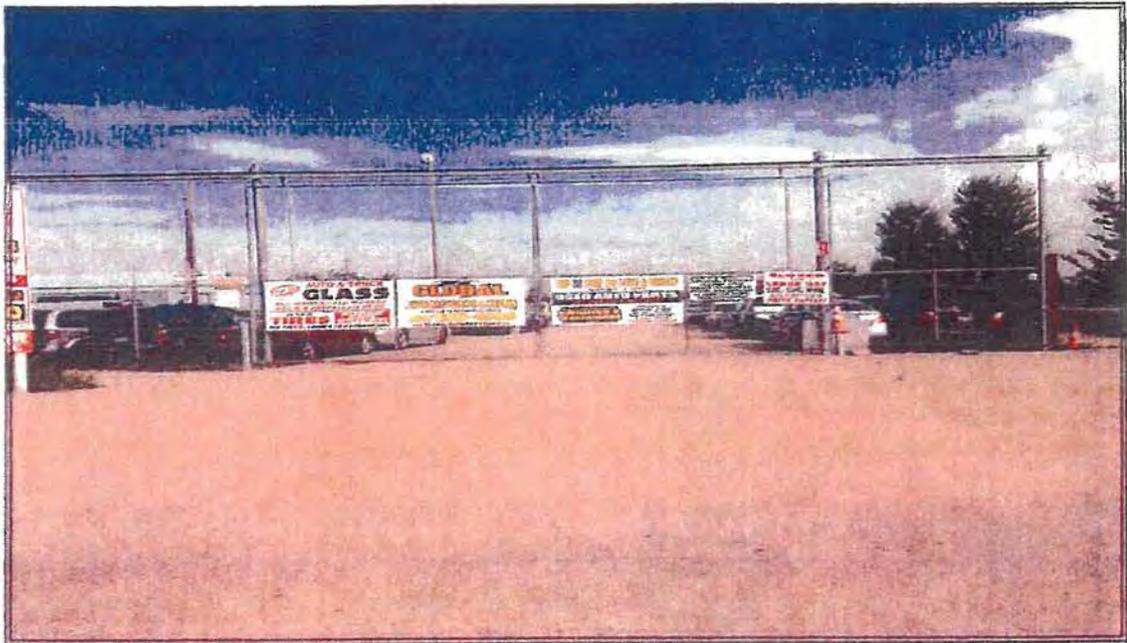
Illinois Certified General - #553.001474 (9/17 expiration)



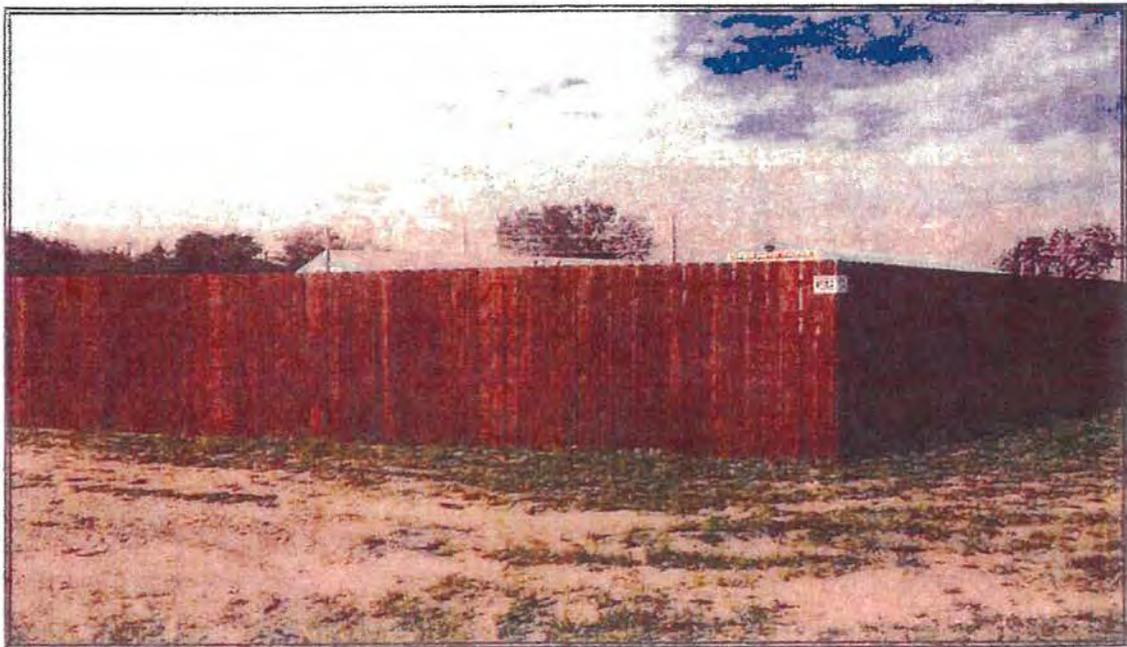
Michael S. MaRous, MAI, CRE

Illinois Certified General - #553.000141 (9/17 expiration)

## **ADDENDA**



VIEWS OF THE SUBJECT PROPERTY





## Definitions

### Highest and Best Use

Highest and best use is defined as "the reasonably probable use of property that results in the highest value."<sup>8</sup>

In arriving at an opinion of highest and best use, the most profitable competitive use for the land or a site as though vacant and as improved is analyzed. The highest and best use of land or a site as though vacant is based on the assumption that a parcel of land is vacant or can be made vacant through demolition of any improvements. The highest and best use of a property as improved involves an analysis of the existing property.

### Cost Approach

The cost approach is based upon the principle of substitution, comparing the cost to develop a property with the value of the existing or a similarly developed property. An estimate is made of the current cost to construct a reproduction of the existing structure from which is deducted accrued depreciation. To this is added entrepreneurial profit if appropriate and the estimated value of the underlying land.

### Income Capitalization Approach

The income capitalization approach is "a set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value."<sup>9</sup>

### Sales Comparison Approach

The sales comparison approach to value is based upon the principle of substitution, that is, when a property is replaceable in the market, its value tends to be no more than the cost of acquiring an equally desirable substitute property, assuming no costly delay in making the substitution.

---

<sup>8</sup> *The Appraisal of Real Estate*. 14th ed., (Chicago: Appraisal Institute, 2013) 332.

<sup>9</sup> *The Dictionary of Real Estate Appraisal*. 5th ed., (Chicago: Appraisal Institute, 2010) 99.

## QUALIFICATIONS

### Gale C. Jenkins, MAI

Gale C. Jenkins has been active in real estate appraisal since 1997 and was designated a Member of the Appraisal Institute, Number 12500, in 2007. He is also a State of Illinois Certified General Real Estate Appraiser, License Number 553.001474 (9/17). Mr. Jenkins has appraised a variety of types of properties in seven states for financing, condemnation, estate planning, real estate tax appeal, acquisition, and disposition purposes.

### Appraisal Experience

- Heavy Industrial
- Warehouse-distribution Buildings
- Light Manufacturing
- Multitenant Office-flex space
- Mixed-use Properties
- Hotels/Motels
- Shopping Centers
- Multitenant Office Buildings
- Gasoline Stations
- Outdoor Advertisement Displays
- Restaurants
- Big Box Retail
- Government Facilities
- Special-purpose Properties
- Proposed Construction
- Subdivision Analysis
- Matched-pairs Analysis
- Litigation Support
- Bilateral Monopolies
- Air-right Valuations
- Easement
- Multifamily Residential
- Commercial/residential Properties
- Single-family Residential
- 2-4 Unit Apartment Buildings
- Vacant Land

### Professional Designations and Affiliations

Member, Appraisal Institute, Number 12500  
Illinois Certified General Appraiser, License Number 553-001474

### Prior Employment History

Prior to joining MaRous & Company, Mr. Jenkins was an associate with two independent real estate appraisal firms located within the Chicago metropolitan area and functioned as a real estate appraiser.

### Education

Bachelor of Science, Computer Science, Olivet Nazarene College, 1984  
Continuing Education Seminars, Appraisal Institute

# MICHAEL S. MAROUS

## STATEMENT OF QUALIFICATIONS

Michael S. MaRous, MAI, CRE, is president and owner of MaRous and Company. He has appraised more than \$15 billion worth of primarily investment-grade real estate in more than 25 states. In addition to providing documented appraisals, he has served as an expert witness in litigation proceedings for many law firms; financial institutions; corporations; builders and developers; architects; local, state, county, and federal governments and agencies; and school districts in the Chicago metropolitan area. His experience in partial interest, condemnation, damage impact, easement (including aerial and subsurface), marital dissolutions, bankruptcy proceedings, and other valuation issues is extensive. He has provided highest and best use, marketability, and feasibility studies for a variety of properties. Many of the largest redevelopment areas and public projects, including Interstate 355, the O'Hare International Airport expansion, the Midway Airport expansion, and the McCormick Place expansion, are part of Mr. MaRous' experience. Also, he purchases and develops real estate for his own account.

### APPRAISAL AND CONSULTATION EXPERIENCE

<ul style="list-style-type: none"> <li>Business Parks</li> <li>Distribution Centers</li> </ul>	<p><b>Industrial Properties</b></p> <ul style="list-style-type: none"> <li>Manufacturing Facilities</li> <li>Research Facilities</li> </ul>	<ul style="list-style-type: none"> <li>Self-storage Facilities</li> <li>Warehouses</li> </ul>
<ul style="list-style-type: none"> <li>Auto Sales/Service Facilities</li> <li>Banquet Halls</li> <li>Big Box Stores</li> </ul>	<p><b>Commercial Properties</b></p> <ul style="list-style-type: none"> <li>Gasoline Stations</li> <li>Hotels and Motels</li> <li>Office Buildings</li> </ul>	<ul style="list-style-type: none"> <li>Restaurants</li> <li>Shopping Centers</li> <li>Theaters</li> </ul>
<ul style="list-style-type: none"> <li>Bowling Alleys</li> <li>Cemeteries</li> <li>Farms</li> <li>Golf Courses</li> </ul>	<p><b>Special-Purpose Properties</b></p> <ul style="list-style-type: none"> <li>Lumber Yards</li> <li>Nurseries</li> <li>Riverboat Gambling Facilities</li> <li>Schools</li> <li>Stadium Expansion Issues</li> </ul>	<ul style="list-style-type: none"> <li>Tank Farms</li> <li>Underground Gas Aquifers</li> <li>Utility Corridors</li> <li>Waste Transfer Facilities</li> </ul>
<ul style="list-style-type: none"> <li>Apartment Complexes</li> <li>Condominium Conversions</li> </ul>	<p><b>Residential Properties</b></p> <ul style="list-style-type: none"> <li>Condominium Developments</li> <li>Single-family Residences</li> </ul>	<ul style="list-style-type: none"> <li>Subdivision Developments</li> <li>Townhouse Developments</li> </ul>
<ul style="list-style-type: none"> <li>Agricultural</li> <li>Alleys</li> <li>Commercial</li> </ul>	<p><b>Vacant Land</b></p> <ul style="list-style-type: none"> <li>Easements</li> <li>Industrial</li> <li>Residential</li> </ul>	<ul style="list-style-type: none"> <li>Right of Ways</li> <li>Streets</li> <li>Vacations</li> </ul>
<ul style="list-style-type: none"> <li>Corporations</li> <li>Financial Institutions</li> </ul>	<p><b>Clients</b></p> <ul style="list-style-type: none"> <li>Law Firms</li> <li>Not-for-profit Associations</li> </ul>	<ul style="list-style-type: none"> <li>Private Parties</li> <li>Public Entities</li> </ul>

### EDUCATION

B.S., Urban Land Economics, University of Illinois, Urbana-Champaign  
 Continuing education seminars and programs through the Appraisal Institute  
 and the American Society of Real Estate Counselors and real estate brokerage classes

### PUBLIC SERVICE

Mayor, City of Park Ridge, Illinois (2003-2005)  
 Alderman, City of Park Ridge, including Liaison to the Zoning Board of Appeals and Planning and Zoning and  
 Chairman of the Finance and Public Safety Committees (1997-2005)

## PROFESSIONAL AFFILIATIONS AND LICENSES

Appraisal Institute, MAI designation, Number 6159  
American Society of Real Estate Counselors, CRE designation  
Illinois Certified General Real Estate Appraiser, License Number 553.000141 (9/17)  
Licensed Real Estate Broker (Illinois)

## PROFESSIONAL ACTIVITIES

Mr. MaRous is past president of the Chicago Chapter of the Appraisal Institute. He is former chair and vice chair of the National Publications Committee and has sat on the board of *The Appraisal Journal*. In addition, he has served on and/or chaired more than fifteen other committees of the Appraisal Institute, the Society of Real Estate Appraisers, and the American Institute of Real Estate Appraisers.

Mr. MaRous served as chair of the Midwest Chapter of the American Society of Real Estate Counselors in 2006 and 2007. He has sat on the Chicago Chapter Board of Directors, the Editorial Board of *Real Estate Issues*, and on various other committees.

Mr. MaRous also is past president of the Illinois Coalition of Appraisal Professionals. He has sat on the board of directors, has held office, and has served on numerous committees of many other professional associations, including the National Association of Security Dealers, the International Research Council, the Chicago Real Estate Board, the Northwest Suburban Real Estate Board, the National Association of Real Estate Boards, and the Northern Illinois Commercial Association of Realtors.

## PUBLICATIONS AND PROFESSIONAL RECOGNITION

Mr. MaRous has spoken at more than 20 programs and seminars related to real estate appraisal and valuation.

### Author

- "Low-income Housing in Our Backyards," *The Appraisal Journal*, January 1996
- "The Appraisal Institute Moves Forward," *Illinois Real Estate Magazine*, December 1993
- "Chicago Chapter, Appraisal Institute," *Northern Illinois Real Estate Magazine*, February 1993
- "Independent Appraisals Can Help Protect Your Financial Base," *Illinois School Board Journal*, November-December 1990
- "What Real Estate Appraisals Can Do For School Districts," *School Business Affairs*, October 1990

### Awards

- Chicago Chapter of the Appraisal Institute - F. Gregory Opelka Award, 2002
- Appraisal Institute - George L. Schmutz Memorial Award, 2001
- Chicago Chapter of the Appraisal Institute - Heritage Award, 2000
- Chicago Chapter of the Appraisal Institute - Herman O. Walther, 1987 (Distinguished Chapter Member)

### Reviewer or Citation in the Following Books

- Appraisal of Real Estate*, Twelfth Edition, 2001
- Appraisal of Real Estate*, Thirteenth Edition, 2008
- Subdivision Valuation*, 2008
- Real Estate Damages*, 2008
- Valuation of Apartment Properties*, 2007
- Valuation of Billboards*, 2006
- Appraising Industrial Properties*, 2005
- Valuation of Market Studies for Affordable Housing*, 2005
- Valuing Undivided Interest in Real Property: Partnerships and Cotenancies*, 2004
- Analysis and Valuation of Golf Courses and Country Clubs*, 2003
- Dictionary of Real Estate Appraisal*, Fourth Edition, 2002
- Valuing Contaminated Properties: An Appraisal Institute Anthology*, 2002
- Hotels and Motels: Valuation and Market Studies*, 2001
- Land Valuation: Adjustment Procedures and Assignments*, 2001
- Appraisal of Rural Property*, Second Edition, 2000
- Capitalization Theory and Techniques, Study Guide*, Second Edition, 2000
- Guide to Appraisal Valuation Modeling Land*, 2000
- Appraising Residential Properties*, Third Edition, 1999
- Business of Show Business: The Valuation of Movie Theaters*, 1999
- GIS in Real Estate: Integrating, Analyzing and Presenting Locational Information*, 1998
- Market Analysis for Valuation Appraisals*, 1995

## REPRESENTATIVE WORK OF MICHAEL S. MAROUS

### Headquarters/Corporate Office Facilities in Illinois

- Fortune 500 corporation facility, 200,000 sq. ft., Libertyville
- Corporate headquarters, 300,000 sq. ft. and 500,000 sq. ft., Chicago
- Fortune 500 corporation facility, 450,000 sq. ft., Northfield
- Major airline headquarters, 1,100,000 million sq. ft. on 47 acres, Elk Grove Village
- Former communications facility, 1,400,000 million sq. ft. on 62 acres, Skokie and Niles
- Corporate Headquarters, 1,500,000+ sq. ft., Lake County
- Former Sears Headquarters Redevelopment Project, Chicago

### Office Buildings in Chicago

- 401 South LaSalle Street, 140,000 sq. ft.
- 134 North LaSalle Street, 260,000 sq. ft.
- 333 North Michigan Avenue, 260,000 sq. ft.
- 171 West Randolph Street, 360,000 sq. ft.
- 20 West Kinzie Street, 405,000 sq. ft.
- 55 East Washington Street, 500,000 sq. ft.
- 10 South LaSalle Street, 870,000 sq. ft.
- 222 West Adams, 1,000,000 sq. ft.
- 175 West Jackson Boulevard, 1,450,000 sq. ft.
- 227 West Monroe, 1,800,000 sq. ft.
- 10 South Dearborn Street, 1,900,000 sq. ft.

### Hotels in Chicago

- 10 E. Grand Avenue (Hilton Garden Inn)
- 106 East Superior Street (Peninsula Hotel)
- 140 East Walton Place (The Drake Hotel)
- 676 North Michigan Avenue (Omni Chicago Hotel)
- One West Wacker Drive (Renaissance Chicago Hotel)
- 320 North Dearborn Street (Westin Chicago River North)
- 505 North Michigan Avenue (Hotel InterContinental)

### Large Industrial Properties in Illinois

- Large industrial complexes, 400,000 sq. ft., 87th Street and Greenwood Avenue, Chicago
- Distribution warehouse, 580,000 sq. ft. on 62 acres, Champaign
- Publishing house, 700,000 sq. ft. on 195 acres, U.S. Route 45, Mattoon
- AM Chicago International, 700,000± sq. ft. on 41 acres, 1800 West Central, Mt. Prospect
- Nestlé distribution center, 860,000 sq. ft. on 153 acres, DeKalb
- Fortune 500 company distribution center, 1,000,000 sq. ft., Elk Grove Village
- U.S. Government Services Administration distribution facility, 860,000 sq. ft., 76th Street and Kostner Avenue, Chicago
- Self-storage facilities, various Chicago metropolitan locations

### Vacant Land in Illinois

- 15 acres, office, Northbrook
- 20 acres, residential, Glenview
- 25 acres, Hinsdale
- 55 acres, mixed-use, Darien
- 75 acres, I-88 at I-355, Downers Grove
- 100± acres, various uses, Lake County
- 140 acres, Flossmoor
- 142 acres, residential, Lake County
- 160 acres, residential, Cary
- 200 acres, mixed-use, Bartlett
- 250 acres, Island Lake
- 450 acres, residential, Wauconda
- 475± acres, various uses, Lake County
- 650 acres, Hawthorne Woods
- 650 acres, Waukegan/Libertyville
- 800 acres, Woodridge
- 900 acres, Matteson
- 1,000± acres, Batavia area
- 2,000± acres, Northern Lake County
- 5,000 acres, southwest suburban Chicago area
- Landfill expansion, Lake County

## REPRESENTATIVE CLIENT LISTING OF MICHAEL S. MAROUS

### Law Firms

Botti Law Firm, P.C.  
Alschuler, Simantz & Hem, LLC  
Arnstein & Lehr LLP  
Steven B. Bashaw, P.C.  
Berger, Newmark & Fenchel P.C.  
Berger Schatz  
Carmody MacDonald P.C.  
Crane, Heyman, Simon, Welch & Clar  
Daley & Georges, Ltd.  
DLA Piper  
Drinker, Biddle & Reath LLP  
Figliulo & Silverman, P.C.  
Foley & Lardner LLP  
Foran, O'Toole & Burke LLC  
Franczek Radelet P.C.  
Freeborn & Peters LLP  
Goldberg Kohn  
Gould & Ratner LLP  
Graft & Jordan  
Greenberg Traurig LLP  
Helm & Wagner  
Robert Hill Law, Ltd.  
Hinshaw & Culbertson LLP

Holland & Knight LLP  
Jenner & Block  
Donald L. Johnson  
Kinnally, Flaherty, Krentz & Loran PC  
Kirkland & Ellis LLP  
Klein, Thorpe & Jenkins, Ltd.  
Locke Lord LLP  
McDermott, Will & Emery  
Mayer Brown  
McGuireWoods LLP  
Michael Best & Friedrich LLP  
Miller & Sweeney CO  
Morrison & Morrison, Ltd.  
Bryan E. Mraz & Associates  
Neal, Gerber & Eisenberg, LLP  
Neal & Leroy LLC  
O'Donnell Law Firm Ltd.  
O'Halloran Kosoff Geitner & Cook, LLC  
Owens, Owens & Rinn, Ltd.  
Prendergast & DelPrincipe  
Rathje & Woodward, LLC  
Raysa & Zimmermann, LLC  
Righeimer, Martin & Cinquino, P.C.

Mary Riordan, Attorney  
Robbins, Salomon & Patt, Ltd.  
Rosenfeld Hafron Shapiro & Farmer  
Rosenthal, Murphey, Coblenz & Donahue  
Rubin & Norris, LLC  
Ryan and Ryan Attorneys at Law, P.C.  
Reed Smith LLP  
Sarnoff & Baccash  
Scariano, Himes & Petrarca, Chtd.  
Schiff Hardin LLP  
Schiller, DuCanto & Fleck LLP  
Schirott, Luetkehans & Garner, LLC  
Schuyler, Roche & Crisham, P.C.  
Sidley Austin LLP  
Sonnenschien, Nath & Rosenthal LLP  
Storino, Ramello & Durkin  
Thomas M. Tully & Associates  
Thompson Coburn, LLP  
Tuttle, Vedral & Collins, P.C.  
Vedder Price  
Wildman, Harrold, Allen & Dixon  
Winston & Strawn LLP  
Worsek & Vihon LLP

### Financial Institutions

AmericaUnited Bank and Trust  
Charter One  
Citibank  
Cole Taylor Bank  
Covest Banc  
First Bank of Highland Park  
First Midwest Bank

First Northwest Bank  
Glenview State Bank  
Harris Bank  
Itasca Bank and Trust  
Lake Forest Bank & Trust  
MB Financial Bank  
Midwest Bank & Trust Company

Northern Trust Bank  
Northview Bank & Trust  
Private Bank & Trust Co.  
State Financial Bank  
Winfield Community Bank  
Wintrust Bank Group

### Corporations

Advocate Health Care System  
American Stores Company  
Archdiocese of Chicago  
Arthur J. Rogers and Company  
BP Amoco Oil Company  
Christopher B. Burke Engineering,  
Ltd.  
Cambridge Homes  
Canadian National Railroad  
Capital Realty Services, Inc.  
Chicago Cubs  
Children's Memorial Hospital  
Chrysler Realty Corporation  
Citgo Petroleum Corporation

CorLands  
Edward R. James Partners, LLC  
Enterprise Development Corporation  
Enterprise Leasing Company  
Exxon Mobil Corporation  
Hamilton Partners  
Hewitt Associates LLC  
Hollister Corporation  
Imperial Realty Company  
Kenard Corporation  
Kimco Realty Corporation  
Kinder Morgan, Inc.  
Kmart Corporation  
Lakewood Homes

Loyola University Health System  
Marathon Oil Corporation  
Meijer, Inc.  
Mesirow Stein Real Estate, Inc.  
Prime Group Realty Trust  
Public Storage Corporation  
RREEF Corporation  
Shell Oil Company  
Stewart Warner Corporation  
Union Pacific Railroad Company  
United Airlines, Inc.  
United of America Insurance Company

**Public Entities**  
**Illinois Local Governments and Agencies**

Village of Arlington Heights	Village of Glenview	Village of Orland Park
Village of Barrington	Glenview Park District	City of Palos Hills
Village of Bartlett	Village of Harwood Heights	City of Prospect Heights
Village of Bellwood	City of Highland Park	City of Rolling Meadows
Village of Brookfield	Village of Hinsdale	Village of Rosemont
Village of Burr Ridge	Village of Inverness	City of St. Charles
Village of Cary	Village of Kildeer	Village of Schaumburg
City of Chicago	Village of Lake Zurich	Village of Schiller Park
Village of Deer Park	Leyden Township	Village of Skokie
City of Des Plaines	Village of Lincolnshire	Village of South Barrington
Des Plaines Park District	Village of Lincolnwood	Village of Streamwood
Downers Grove Park District	Village of Morton Grove	Metropolitan Water Reclamation
City of Elgin	Village of Mount Prospect	District of Greater Chicago
Elk Grove Village	Village of North Aurora	City of Waukegan
City of Elmhurst	Village of Northbrook	Village of Wheeling
Village of Elmwood Park	City of North Chicago	Village of Wilmette
City of Evanston	Village of Northfield	Village of Willowbrook
Village of Forest Park	Northfield Township	Village of Winnetka
Village of Franklin Park	Village of Oak Brook	Village of Woodridge

**County Governments and Agencies**

Boone County State's Attorney's Office	Forest Preserve District of DuPage County	Lake County
Forest Preserve of Cook County	Kane County	Lake County Forest Preserve District
Cook County State's Attorney's Office	Kendall County Board of Review	Lake County State's Attorney's Office
DuPage County Board of Review		

**State and Federal Government Agencies**

Federal Deposit Insurance Corporation	Illinois Housing Development Authority	Internal Revenue Service
U.S. General Services Administration	Illinois State Toll Highway Authority	The U.S. Postal Service

**Schools**

Argo Community High School District No. 217	Consolidated High School District No. 230	Morton College
Arlington Heights District No. 25	Darien District No. 61	Niles Elementary District No. 71
Township High School District No. 214, Arlington Heights	DePaul University	North Shore District No. 112, Highland Park
Barrington Community Unit District No. 220	Elmhurst Community Unit School District No. 205	Northwestern University
Chicago Board of Education	Indian Springs School District No. 109	Rosalind Franklin University
Chicago Ridge District No. 127½	LaGrange School District No. 105	Roselle School District No. 12
College of Lake County	Loyola University	Schaumburg Community Consolidated District No. 54
Community Consolidated School District No. 146	Lyons Township High School District No. 204	University of Illinois
	Maine Township High School District No. 207	Wheeling Community Consolidated District No. 21
		Wilmette District No. 39

**GRANT OF REPLACEMENT PERMANENT  
INGRESS, EGRESS AND PARKING EASEMENT**

---

**THIS GRANT** is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by the VILLAGE OF BARTLETT, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "Grantor" or the "Village") to EAGLE Z PROPERTIES, LLC, an Illinois limited liability company (the "Grantee" or "Eagle Z").

**RECITALS:**

**WHEREAS**, the Grantor is the owner of record of the fee simple title to the real estate described on Exhibit 1 (hereinafter referred to as "Parcel 1"); and

**WHEREAS**, Grantee is the owner of record of the fee simple title to the real estate described on Exhibit 2 (hereinafter referred to as "Parcel 2"); and

**WHEREAS**, Global Auto Recycling & Repair Corp., an Illinois corporation ("Global" or the "Grantee's Tenant") operates an auto storage and salvage yard on Parcel 2 pursuant to a lease from Eagle Z; and

**WHEREAS**, Parcel 1 and Parcel 2 are contiguous to and adjoin each other; and

**WHEREAS**, on July 5, 2016, the Grantor, the Grantee and the Grantee's Tenant entered into an "Agreement to Abrogate permanent Easements and Temporary Easements, Grant Replacement Easement and Agreement to Construct Access Drive; and Purchase and Sale Agreement with Regard to Adjoining Parcel" (hereinafter the "Replacement Easement Agreement") which was approved by Village of Bartlett Resolution Ordinance 2016-\_\_\_\_; and

**WHEREAS**, pursuant to the terms and conditions of the Replacement Easement Agreement, the Grantee agreed to abrogate, release and terminate certain easements previously granted to it by the Village of Bartlett over Parcel 1 and a nonexclusive roadway easement previously granted to its predecessors in interest that benefits Parcel 1 by CMC Real Estate Corporation along the Metra Soo Railroad right of way, and the Village agreed among other things to grant a replacement easement over a different portion of Parcel 1 for ingress, egress and parking purposes, and to construct a new asphalt or concrete access drive and seven (7) parking spaces thereon; and

**WHEREAS**, the Grantee and the Grantor have each performed their respective obligations under the Replacement Easement Agreement that were conditions precedent to the Grantor's obligation to grant the replacement easement for ingress, egress and parking;

**NOW, THEREFORE**, in consideration of the foregoing preambles and promises, terms and conditions set forth herein, and in the Replacement Easement Agreement, the Parties agree as follows:

1. The Preambles set forth above are incorporated herein and made a part hereof.

2. The Grantor hereby grants to the Grantee, its successors and assigns, a permanent easement appurtenant over, upon, across and through that part of Parcel 1 depicted on the Plat of Easement attached hereto as Exhibit 3 where designated "Ingress, Egress & Parking Easement Hereby Granted" and legally described thereon under the heading "REPLACEMENT PERMANENT INGRESS, EGRESS AND PARKING EASEMENT", and also legally described as follows:

THAT PART OF LOT 127 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF SAID LOT 127; THENCE SOUTH 88 DEGREES 57 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 127, A DISTANCE OF 48.14 FEET TO A LINE 90.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 127; THENCE NORTH 00 DEGREES 01 MINUTE 45 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 255.04 FEET TO THE SOUTHEASTERLY EXTENSION OF A SOUTHERLY LINE OF SAID LOT 127; THENCE NORTH 71 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTHEASTERLY EXTENSION A DISTANCE OF 42.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 71 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTHEASTERLY EXTENSION AND SOUTHERLY LINE, A DISTANCE OF 157.00 FEET; THENCE NORTH 18 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 44.00 FEET TO A LINE 44.00 FEET NORTHERLY OF AND PARALLEL WITH A SOUTHERLY LINE OF SAID LOT 127; THENCE SOUTH 71 DEGREES 00 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 115.28 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 85.88 FEET, A CHORD BEARING NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST AND A CHORD DISTANCE OF 85.22 FEET; THENCE NORTH 63 DEGREES 27 MINUTES 31 SECONDS EAST, A DISTANCE OF 19.61 FEET TO THE WESTERLY LINE OF LAMBERT LANE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 967.00 FEET AN ARC LENGTH OF 41.14 FEET, A CHORD BEARING SOUTH 13 DEGREES 04 MINUTES 14 SECONDS EAST AND A CHORD DISTANCE OF 41.13 FEET; THENCE SOUTH 63 DEGREES 27 MINUTES 31 SECONDS WEST ALONG A NON-TANGENT LINE A DISTANCE OF 10.03 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 83.50 FEET, A CHORD BEARING SOUTH 48 DEGREES 30 MINUTES 27 SECONDS WEST AND A CHORD DISTANCE OF 82.56 FEET; THENCE SOUTH 08 DEGREES 33 MINUTES 17 SECONDS EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 18.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(the "Replacement Permanent Ingress, Egress and Parking Easement Premises") for the purpose of ingress and egress to and from Lambert Lane to Parcel 2, and use by the Grantee, its successor and assigns, and Grantee's Tenant, and their respective tenants, guests and invitees for customer parking of operable vehicles.

GRANTOR:

VILLAGE OF BARTLETT

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

Attest:

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

## **ABROGATION, RELEASE AND TERMINATION OF EASEMENTS**

---

Eagle Z Properties, LLC, an Illinois limited liability company, hereby abrogates, releases and terminates any and all easements, licenses, permits, rights, title and interest in and to:

- (1) The following legally described property, including but not limited to the 40 foot wide permanent easement heretofore granted over and across said property:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said Lot 127, a distance of 98.15 feet to the point of beginning "A"; thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 26.61 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 42.31 feet; thence South 00 degrees 01 minutes 45 seconds west, a distance of 273.11 feet to point of beginning "A" , in Cook County, Illinois,

(the "2009 Permanent Easement Premises") under that certain Grant of Permanent Access, Easement and Parking dated June 16, 2009 and recorded with the Cook County Recorder on May 12, 2010 as Document No. 1013231102 (the "2009 Easement Agreement"); and

- (2) The following legally described property, including the 30 foot wide temporary easement heretofore granted over and across said property:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said lot 127, a distance of 68.14 feet to the point of beginning "B": thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 56.62 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 74.04 feet; thence South 00 degrees 01 minutes 45 seconds West, a distance of 262.22 feet to point of beginning "B", in Cook County, Illinois,

(the "2009 Temporary Easement Premises") under the 2009 Easement Agreement.

To the extent the 2009 Easement Agreement grants or conveys any easement, license, permit, right, title or interest in the 2009 Permanent Easement Premises and/or in the

2009 Temporary Easement Premises to Global Recycling & Repair Corp. ("Global"), or any lease between Eagle Z Properties, LLC and Global conveys any leasehold interest in for to or any possessory right or right to use the 2009 Permanent Easement Premises of the 2009 Temporary Easement Premises, Global hereby abrogates, releases and terminates any such leasehold interest, easements, licenses, permit, right, title and interest therein.

Dated: \_\_\_\_\_

Eagle Z Properties, LLC

Global Auto Recycling & Repair Corp.

By: \_\_\_\_\_  
Its Manager

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

Attest;

\_\_\_\_\_  
Secretary

## ABROGATION, RELEASE AND TERMINATION OF ROADWAY EASEMENT GRANT

---

### RECITALS:

**WHEREAS**, Eagle Z Properties, LLC, an Illinois limited liability company, is the owner of the following legally described property:

That part of the Southwest 1/4 of Section 29, Township 41 North, Range 9 East of the Third Principal Meridian, beginning at the intersection of the North line of the right of way of the Chicago, Milwaukee and St. Paul Railroad, with the East line of the right of way of the Waukegan and Southwest Railway Company; thence Northeasterly 12 rods; thence east 26 rods; thence South 17 rods to the north line of the right of way of the Chicago, Milwaukee and St. Paul Railroad Company, thence Northwesterly to the point of beginning, all in Cook County, Illinois,

(the "Eagle Z Property"); and

**WHEREAS**, by instrument dated January 20, 1987 and recorded February 4, 1987 as Document 87068084 CMC Real Estate Corporation, a Wisconsin corporation, granted a non-exclusive roadway easement to the then owner of the Eagle Z Property for the sole purpose of vehicle ingress and egress on, over and across the following described property:

A strip of land approximately 15 feet wide and approximately 150 feet long, located adjacent to the Metra Sop Railroad in the Southwest 1/4 of Section 29, Township 41 North, Range 9 East, in Cook County, Illinois, as follows:

Commencing at the intersection of the east lien of said Southwest 1/4 and the north line of Spaulding road; thence West along the North line of Spaulding Road for a distance of approximately 86 feet, to the point of beginning; thence North 58 degrees 20 minutes west, more or less, for a distance of approximately 150 feet; thence southwesterly and at a right angle to the last described lien for a distance of approximately 15 feet; thence south 58 degrees 20 minutes East, more or less, for a distance of approximately 125 feet to the North line of Spaulding Road; thence East along the North line of Spaulding Road for a distance of approximately 29 feet to the point of beginning;

(the "Roadway Easement Grant"); and

**WHEREAS**, the Roadway Easement is an easement appurtenant that was granted to the predecessor in interest that owned the Eagle Z Property and runs for the benefit of the Eagle Z Property; and

**WHEREAS**, Eagle Z desires to abrogate, release and terminate all of its right, title and interest in and to the Roadway Easement Grant for itself and its successors and

assigns as it has been given separate consideration therefor from the Village of Bartlett including alternate access to the Eagle Z Property;

**NOW, THEREFORE**, in consideration of the matter set forth in the Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; it is hereby agreed as follows:

Eagle Z Properties, LLC, an Illinois limited liability company, hereby abrogates, releases and terminates any and all easements, licenses, permits, rights, title and interest, in and to the following legally described property, including the non-exclusive Roadway Easement Grant over and across:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said Lot 127, a distance of 98.15 feet to the point of beginning "A"; thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 26.61 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 42.31 feet; thence South 00 degrees 01 minutes 45 seconds west, a distance of 273.11 feet to point of beginning "A" , in Cook County, Illinois,

under that certain Roadway Easement Grant dated January 20, 1987 granted by CMC Real Estate Corporation, a Wisconsin corporation, recorded February 4, 1987 as Document 87068084 .

Notwithstanding said abrogation, release and termination nothing contained herein shall terminate the right of Eagle Z Properties, LLC, to keep an existing septic field that may lie in or encroach upon the Roadway Easement Grant premises.

To the extent the said Roadway Easement Grant conveys or grants easement, license, permit, right, title or interest to Global Recycling & Repair Corp. ("Global"), or any lease between Eagle Z Properties, LLC and Global conveys any leasehold interest in or to, or any right to use the Roadway Easement. Global hereby abrogates, releases and terminates any such leasehold interest, easement, license, permit, right, title and interest therein.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Eagle Z Properties, LLC

Global Auto Recycling & Repair Corp.

By: \_\_\_\_\_  
Its Manager

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

Attest:

\_\_\_\_\_  
Secretary