

# **VILLAGE OF BARTLETT**

## **COMMITTEE AGENDA**

**JULY 7, 2015**

### **PLANNING & ZONING**

1. Bartlett Ridge
2. Aberdeen Concept Plan
3. Bannerman's Concept Plan

### **LICENSE & ORDINANCE**

1. Massage Ordinance

#### **EXECUTIVE SESSION:**

To Discuss Security Procedures  
Pursuant to Section 2(c)8 of the Open Meetings Act  
and

To Discuss Personnel  
Pursuant to Section 2(c)1 of the Open Meetings Act  
and

To Discuss Pending or Imminent Litigation  
Pursuant to Section 2(c)11 of the Open Meetings Act



# Agenda Item Executive Summary

Item Name (Case #14-29) Bartlett Ridge Committee or Board Committee of the Whole

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The Petitioner is requesting the following:

(a) Preliminary Subdivision Plat, (b) Preliminary PUD Plan, (c) Rezoning from SR-5 PUD (Suburban Residence - Multiple Family) to SR-4 PUD (Suburban Residence - Single Family), (d) Special Use for a PUD (Planned Unit Development) in the SR-4 District, and (e) a Comprehensive Plan Amendment to the Future Land Use Plan to allow the subject property to change from Commercial Uses to Suburban Residential Uses (2-5 dwelling units/net acre)

The Plan Commission conducted the public hearing and reviewed the Petitioner's requests at their meeting on June 11, 2015. The Commission recommended approval subject to the conditions and Findings of Fact outlined in the Staff Memo with two amendments: (1) to eliminate the grading easement labels on the PUD Plan associated with the church property to the north until an agreement has been finalized and 2) the deletion of the term "wood" referring to the fence type proposed along the rear yards of lots along the north property line to allow for flexibility in fence style, subject to steel posts being utilized and in accordance with the fence detail in the final plans. The Plan Commission also directed the Staff to continue to work with the developer to preserve trees on this property during the final plat and final engineering review process.

## ATTACHMENTS (PLEASE LIST)

Memo, Plan Commission Minutes, Applicants Letter, Application, Location Map, Preliminary Subdivision Plat, Preliminary PUD Plan, the Future Land Use Plan and Model Renderings

## ACTION REQUESTED

For Discussion Only  X  To discuss the Petitioner's requests and forward to the Village Board for a final vote.

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion:

Staff: Jim Plonczynski, Com Dev Director

Date: June 26, 2015

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-126**

DATE: June 29, 2015  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, CD Director  
RE: **(#14-29) Bartlett Ridge**

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**PETITIONER**

Nathan Wynsma on behalf of William Ryan Homes, Inc.

**SUBJECT SITE**

East side of Naperville Road, (approximately 1200 feet south of Lake Street) south of Iglesia Bautista Betel Church (formerly World Overcomers Church) and north of the Timberline Subdivision

**REQUESTS**

(a) Preliminary Subdivision Plat, (b) Preliminary PUD Plan, (c) Rezoning from SR-5 PUD (Suburban Residence – Multiple Family) to SR-4 PUD (Suburban Residence – Single Family), (d) Special Use for a PUD (Planned Unit Development) in the SR-4 District, and (e) a Comprehensive Plan Amendment to the Future Land Use Plan to allow the subject property to change from Commercial Uses to Suburban Residential Uses (2-5 dwelling units/net acre)

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Vacant</b>	<b>Commercial</b>	<b>SR-5 PUD</b>
North	Church	Commercial	B-4
South	Townhomes	Attached Residential (Low Density)	SR-5 PUD
East	RV sales/Restaurant/ Vacant	Commercial	B-3/ER-1
West	Golf Course (Villa Olivia) Single Family Residential	Commercial/Attached Residential (Low Density)	P-1/PD

### SITE HISTORY

1. This property was zoned B-3 (Neighborhood Shopping) and complied with the Comprehensive Plan which also identified this site for commercial uses until it was rezoned to the SR-5 PUD (Multiple Family) District by Ordinance #2006-75 for the **Bravo Sound Subdivision**. This was an 87 unit townhome development approved as a Preliminary Subdivision/PUD Plan. A final development plan was never submitted.
2. A new developer approached the Village a year later to finalize these plans, which included larger townhomes and upgrades to the elevations. This amended 87 unit Preliminary/Final PUD Plan was approved by Ordinance #2007-102 and was known as **Bartlett Ridge**. This development was also never built.

### CONCEPT PLAN DISCUSSION AT THE VILLAGE BOARD COMMITTEE

3. This petition was originally brought before the Committee of the Whole as a Concept Plan in July, 2014. The Petitioner was seeking input and direction from the Committee prior to their full submittal for a single family subdivision. The subdivision consisted of 43 lots with a planned unit development overlay that allowed for modifications in the required bulk regulations.
4. A resident from the Timberline Subdivision located directly south of this property expressed concerns with the proximity of the proposed homes to their townhome units and asked if the developer could review the size of the rear yard setbacks adjacent to their homes prior to their full application submittal.
5. Several Trustees agreed and asked the developer to review the rear yard setbacks along their south property line prior to their resubmittal.

### CURRENT APPLICATION SUBMITTAL AND DISCUSSION

6. The Petitioner is requesting a **Preliminary Subdivision, Preliminary PUD Plan and a Special Use for a PUD** for a proposed 43 single family lot subdivision (48 total lots including the Common Areas, Open Space/Retention and a Park Site.) The 13.5 acre site is currently vacant and is located along the east side of Naperville Road approximately 1200 feet south of Lake Street.
7. The Petitioner is also requesting to **Rezone** the property from the SR-5 PUD Zoning District to the SR-4 PUD Zoning District. The proposed minimum lot size for this subdivision is 6,988 square feet which most closely matches the SR-4 (Suburban Residence) District with a minimum lot size requirement of 6,000 square feet. (The average lot size is 8,126 square feet.) The **Special Use** request for the Planned Unit Development overlay on the subject property would allow for the following modifications from the bulk regulations:

**SR-4 PUD Bulk Regulations (Proposed)**

Front Yard = 20 feet (25 feet Street B cul-de-sac)

Side Yard = 7 feet

Rear Yard = 25 feet/35 feet\*

Minimum Lot Width = 65 feet (60 feet Street B cul-de-sac)

**SR-4 Bulk Regulations**

Front Yard = 25 feet

Side Yard = 5 feet

Rear Yard = 45 feet

Minimum Lot Width = 60 feet

*\*Increased rear yard setback for those lots closest to the Timberline Townhomes located south of this property.*

8. The Petitioner, as agreed upon during the Concept Plan review, increased the rear yard setback from 25 feet to 35 feet for those lots closest to an existing townhome unit along the south property line of this subdivision.
9. The Plat of Subdivision identifies a 17-foot wide road dedication along the east side of Naperville Road per the request of Cook County Highway. Staff is requesting a 10-foot wide bike path to be located along the east side of Naperville Road in-lieu of the required sidewalk. This proposed bike path would connect with the existing paths located to the north and south of this property.
10. The Petitioner is requesting two modifications from the Subdivision Ordinance (a) to reduce the right-of-way width from the required 66' to 60' for proposed Streets A & B; and (b) to exceed the maximum cul-de-sac length of 600 feet. (The cul-de-sac as shown on the plat measures 1,476 feet more or less.) Streets A & B would still meet the required minimum pavement width of 28 feet, but a 10 foot wide utility and drainage easement would be located within the front yards of each lot to allow for the placement of the required utilities, if needed.
11. A 0.5 acre Park Site is proposed at the southeast corner of the subdivision (Lot 47). This new park would expand the existing Peregrine Park located within the Eagle's Ridge Subdivision (southeast of this site) and would include a 10' wide bike path to connect Bartlett Ridge residents with the existing playground in Eagle's Ridge. *(The Bartlett Park District is reviewing this park site and has not made a determination at this time as to whether to accept this land or a monetary donation. If the Park District does not take the land then the 0.5 acre park site would be combined with Lot 46 as part of the open space/storm water detention area.)*
12. Open space/storm water detention would be located on Lot 46 adjacent to the proposed park site at the southeast corner of the site and would be approximately 1.89 acres in size.
13. Landscaping and the proposed subdivision sign easement would be located on the Common Area Lots 44 & 45. These 35' wide lots would serve as a buffer from Naperville Road for the future homeowners occupying Lots 1 & 43. These Common Areas Lots would be maintained by the Homeowner's Association.
14. The Petitioner will be installing an 8' high, solid, fence along the rear property line of Lots 12-15 and Lots 18-24 to buffer the future homes from the existing RV sales property to the north and east as well as the adjacent restaurant/bar with outdoor seating.

15. Previous development submittals and requests by the Staff had the existing Telluride Court, located within the Timberline Subdivision to the south, extending through this property to not only connect the street system but to also provide a second point of ingress and egress for both subdivisions. The petitioner approached the Timberline Homeowner's Association property manager and president and were told that they would not be interested in connecting these two properties. The Annexation Agreement stated the Village would need to request the road dedication to take place within 24 months from the date of the Annexation Agreement and the property would need to be rezoned to residential. If the Village did not elect to exercise the dedication of the right-of-way within said period, this dedication would expire and be of no further force or effect. (The date of the Annexation Agreement was February 6, 2001.) Since no development proposals were submitted to the Village for the subject property within the two year time frame, the "window" for requiring the connection of the two subdivisions has passed.

As a result, the Staff approached the Petitioner with providing an emergency access easement (as was provided in the Timberline Subdivision) to allow a secondary point of access in the event the Naperville Road access was blocked. The Petitioner contacted the owner of the restaurant/bar located east of this property and has had positive discussions regarding this emergency access. *(The proposed emergency access is depicted on Page 2 of the PUD Plan.)* The 20-foot wide access would begin at the end of the cul-de-sac and continue through the adjacent gravel and paved parking areas. The Fire Dept. finds this emergency access acceptable.

16. The Comprehensive Plan currently identifies this site for Commercial Uses. Therefore, the Petitioner is requesting that a **Comprehensive Plan Amendment** to the Future Land Use Plan be made to change the plan to allow for Suburban Residential Uses (2-5 dwelling units/net acre) to coincide with this proposed single family development. The proposed subdivision would have a net density of 4.18 dwelling units/acre and would be in compliance with the proposed amendment to the plan.

### **RECOMMENDATION**

1. The Staff recommends **approval** of the Petitioner's requests subject to the following conditions and Findings of Fact:
  - a. Village Engineer approval of the Preliminary Engineering Plans;
  - b. A copy of the Emergency Access Agreement along with a detailed location map shall be submitted to the Village at the time the Final Plat of Subdivision application is submitted to the Village for review;
  - c. A Disclosure Document will be required for the future homeowners of this proposed subdivision to sign that states they are aware of the existing land uses to the north and east and that these uses emit noise (amplification and outdoor seating) during the day and in some instances late at night (restaurant). A copy of the Disclosure Document shall be submitted to the Village as a requirement of the Final Plat of Subdivision application;
  - d. An 8 foot high, solid, wood fence shall be required along the rear lot lines of Lots 12-15 and 18-24.

- e. The preservation of existing trees to the greatest extent possible, around the perimeter of the property and especially along the rear lot lines of Lots 12-15, 18-24 and 44-46 shall be reviewed and approved by the Community Development Department and the Village Arborist at the time of final engineering and at building permit review. Additional evergreen trees will also be required to be planted for Lots 12-15 and 18-24 subject to the review and approval of the Community Development Department.
  - f. Findings of Fact: (Special Use - PUD)
    - i. The proposed single family development is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
    - ii. That the proposed single family development will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
    - iii. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
  - g. Findings of Fact: (Planned Unit Development)
    - i. The Village anticipates updating the Comprehensive Plan to change the Future Land Use Plan from Commercial Uses to Suburban Residential Uses (2-5 du/net acre) to coincide with the residential trend and character that has been established in the area and which conforms with general planning policies and precedents of the Village;
    - ii. The single family development is a permitted use in the SR-4 PUD Zoning District;
    - iii. The single family development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
    - iv. The single family development shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
    - v. The single family development shall include impact donations;
    - vi. Adequate utilities and drainage shall be provided for this use;
    - vii. Adequate parking and ingress and egress will be provided for this use so as to minimize traffic congestion and hazards in public streets;
    - viii. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
    - ix. There shall be reasonable assurance that, if authorized, this facility will be completed according to an appropriate schedule and adequately maintained.
2. The Plan Commission conducted the public hearing and reviewed the Petitioner's requests at their meeting on June 11, 2015. Residents from the adjacent townhome development (Timberline) to the south were present and had concerns with the preservation of trees. The church to the north had concerns with grading

easements that were identified on the PUD Plan that had not been finalized and the Commissioners discussed removing the term "wood" regarding the type of fencing proposed along the lots abutting the north property line to allow for flexibility in the type of fence selected by the developer subject to steel posts being utilized and in accordance with the fence detail in the final plans.

3. The Commission recommended **approval** of the Petitioner's requests subject to the conditions outlined above and the Findings of Fact with the following two amendments:

**Amend to read**

*(1d) An 8 foot high, solid, fence with steel posts shall be required along the rear lot lines of Lots 12-15 and 18-24 in accordance with the fence detail on the final plans.*

**New** (Findings of Fact renumbered to 1G and 1H)

*(1f) The deletion of all grading easement labels on the church property to the north until an agreement has been finalized between the two property owners; and*

*The Plan Commission also wanted the Staff to continue to work with the developer to preserve trees where possible on this property during the final plat and final engineering review process.*

4. Attached are the Minutes from the Plan Commission Meeting, a copy of the Preliminary Subdivision Plat, the PUD Plan, the Future Land Use Plan and additional background information for your review.

rbg/attachments

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BEFORE THE VILLAGE OF BARTLETT  
PLAN COMMISSION

IN RE THE MATTER OF: )  
 )  
Bartlett Ridge - Public )  
Hearing. )

REPORT OF PROCEEDINGS

June 11, 2015  
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. TIM RIDENOUR
- MR. JOHN MIASO
- MR. JERRY KALLAS
- MS. DIANE NEGELE
- MR. AUSTIN HOPKINS
- MR. TOM CONNOR

ALSO PRESENT:

- MR. JIM PLONCZYNSKI, AICP
- MS. ROBERTA GRILL, AICP
- MS. ANGELA ZUBKO

RECEIVED  
COMMUNITY DEVELOPMENT  
JUN 29 2015  
VILLAGE OF  
BARTLETT

1 CHAIRMAN LEMBERG: I'd like to call to order  
2 the meeting of the Bartlett Plan Commission at  
3 7:02. Secretary call the roll.

4 MR. PLONCZYNSKI: Jim Lemberg.

5 CHAIRMAN LEMBERG: Here.

6 MR. PLONCZYNSKI: Mark Hopkins.

7 MR. M. HOPKINS: Here.

8 MR. PLONCZYNSKI: Tim Ridenour.

9 MR. RIDENOUR: Here.

10 MR. PLONCZYNSKI: John Miaso.

11 MR. MIASO: Here.

12 MR. PLONCZYNSKI: Jerry Kallas.

13 MR. KALLAS: Here.

14 MR. PLONCZYNSKI: Diane Negele.

15 MS. NEGELE: Here.

16 MR. PLONCZYNSKI: Shane Cook.

17 Austin Hopkins.

18 MR. A. HOPKINS: Here.

19 MR. PLONCZYNSKI: Tom Connor.

20 MR. CONNOR: Here.

21 MR. PLONCZYNSKI: We have a quorum.

22 CHAIRMAN LEMBERG: Next item is the approval  
23 of the April 9, 2015, meeting minutes.

24 Is there a motion to approve?

1 MS. NEGELE: Motion.

2 MR. CONNOR: Second.

3 CHAIRMAN LEMBERG: Motion approved.

4 Any discussion?

5 Have the roll, please.

6 MR. PLONCZYNSKI: Diane Negele.

7 MS. NEGELE: Yes.

8 MR. PLONCZYNSKI: Tom Connor.

9 MR. CONNOR: Yes.

10 MR. PLONCZYNSKI: Mark Hopkins.

11 MR. M. HOPKINS: Yes.

12 MR. PLONCZYNSKI: Tim Ridenour.

13 John Miaso.

14 MR. MIASO: Yes.

15 MR. PLONCZYNSKI: Jerry Kallas.

16 MR. KALLAS: Yes.

17 MR. PLONCZYNSKI: Austin Hopkins.

18 MR. A. HOPKINS: Yes.

19 MR. PLONCZYNSKI: Motion approved.

20 CHAIRMAN LEMBERG: Okay. The next item on our  
21 agenda is 14-29 Bartlett Ridge preliminary  
22 subdivision plat, preliminary PUD plan, rezoning  
23 from SR-5 PUD to SR-4, special use permit for the  
24 SR-4 district, and a comprehensive plan amendment

1 to the future land use plan to allow the subject  
2 property to change from commercial uses to  
3 suburban residential.

4 It's also a public hearing; and if anyone  
5 in the audience is going to speak or have comments  
6 tonight, we ask that you fill out one of these  
7 forms. They're back there where the clock is or  
8 they might be by the podium up here.

9 Okay. Roberta, do you have the documents  
10 for the mailings and posting?

11 MS. GRILL: Yes.

12 CHAIRMAN LEMBERG: Okay.

13 MS. GRILL: I thought I would start off with a  
14 little history of the site. This property was  
15 zoned B-3, neighborhood shopping, and complied  
16 with the comprehensive plan, which also identified  
17 this site for commercial uses, until it was  
18 rezoned to the SR-5 PUD multi-family district  
19 back in 2006 where it was rezoned to the SR-5 PUD  
20 district -- sorry -- for the Bravo Sound  
21 subdivision. It was an 87-unit townhome  
22 development and was approved as a preliminary  
23 subdivision PUD plan. A final development plan  
24 was never submitted for this property. Then in

1 2007, a new developer approached the Village to  
2 finalize these preliminary plans, which included  
3 larger townhomes and upgrades to the elevations.  
4 This amended 87-unit preliminary final PUD plan  
5 was approved in 2007 and was known as Bartlett  
6 Ridge. This development was also never built.

7 The petitioners brought in a concept plan  
8 before the committee of the whole back in July of  
9 2014. The petitioner was seeking input and  
10 direction from the committee prior to their full  
11 submittal for a single-family subdivision. The  
12 subdivision consisted of 43 lots with a planned  
13 unit development overlay that allowed for  
14 modifications in the required bulk regulations.

15 A resident from the Timberline subdivision  
16 located south of this property expressed concerns  
17 with the proximity of the proposed homes to their  
18 townhome units and asked if the developer could  
19 review the size of the rear yard setbacks adjacent  
20 to their homes prior to their full application  
21 submittal. Several trustees agreed and asked the  
22 developer to review the rear yard setbacks along  
23 their south property line prior to their  
24 resubmittal.

1           And before you tonight is the actual  
2           submittal for a preliminary subdivision,  
3           preliminary PUD plan, and a special use for a PUD  
4           for a proposed 43 single-family lot subdivision.  
5           There is actually a total of 48 lots, which also  
6           includes the common area -- common areas, open  
7           space detention, and a park site. The  
8           13-and-a-half-acre site is currently vacant and  
9           located along the east side of Naperville Road,  
10          approximately 1200 feet south of Lake Street.

11          The petitioner is also requesting to  
12          rezone the property from the SR-5 PUD zoning  
13          district to the SR-4 PUD district. The proposed  
14          minimum lot size for this subdivision is 6,988  
15          square feet, which most closely matches the SR-4  
16          suburban residence district, which has a minimum  
17          lot size requirement of 6,000 square feet. The  
18          average lot size in this subdivision is 8,126  
19          square feet.

20          The special use request for the planned  
21          unit development overlay on the subject property  
22          would allow for the following modifications from  
23          the bulk regulations. Petitioners are asking for  
24          a 20-foot front yard setback, whereas in the SR-4

1 straight zoning district the front yard is 25  
2 feet. The side yard request is for 7 feet and  
3 the side yard in the SR-4 district is 5 feet.  
4 Rear yard request is for 25 feet and in some  
5 instances, which I'll explain in a minute, is 35  
6 feet and the SR-4 bulk regulations require 45  
7 feet for the rear yard.

8 The petitioner has agreed upon -- as  
9 agreed upon during the concept plan review to  
10 increase the rear yard setback from 25 feet to 35  
11 feet for those homes -- for those lots closest to  
12 an existing townhome unit along the south  
13 property line, so I know it's difficult to see,  
14 but from here to about here. These proposed  
15 homes would be the closest to the existing  
16 townhome units in the Timberline subdivision.

17 The plat of subdivision identifies a  
18 17-foot wide road dedication along the east side  
19 on Naperville Road, and they have provided a  
20 10-foot wide bike path.

21 Petitioner is requesting two modifications  
22 from the subdivision ordinance, one to reduce the  
23 right-of-way width from the required 66 feet to  
24 60 feet for proposed streets A and B and to

1 exceed the maximum cul-de-sac length of 600 feet.  
2 The cul-de-sac as shown in the plat measures  
3 1,476 feet more or less.

4 They are also providing or proposing a  
5 park site approximately half acre in size down in  
6 this location, southeast corner of the site.  
7 This new park would expand the existing Peregrine  
8 Park located within the Eagle's Ridge subdivision,  
9 which is southeast of this site.

10 Open space stormwater detention is  
11 adjacent to the park site here and landscaping  
12 and the proposed subdivision sign easement would  
13 be located in the common area, lots 44 and 45,  
14 along Naperville Road in the front to buffer  
15 these two homes proposed closest to Naperville  
16 Road. These 35-foot wide lots would have  
17 landscaping and would be maintained by the  
18 homeowner's association.

19 The petitioner is also installing an  
20 8-foot high solid cedar fence along the rear  
21 property line of lots 12 to 15, here, and along  
22 lots 18 to 25, here, so along here and here.  
23 This fence would help to buffer the future homes  
24 from the existing RV sales property to the north

1 and east, as well as the adjacent restaurant/bar  
2 with outdoor seating.

3 Previous development submittals and  
4 requests by the staff had the existing Telluride  
5 Court located in the Timberline subdivision here  
6 extending through this property to not only  
7 connect the street system, but to also provide a  
8 second point of ingress and egress for both  
9 subdivisions. The petitioner approached the  
10 Timberline homeowner's association property  
11 manager and president and were told that they  
12 would not be interested in connecting these two  
13 properties.

14 The annexation agreement stated that the  
15 Village would need to request the road dedication  
16 to take place within 24 months from the date of  
17 the annexation agreement and the property needs  
18 to be rezoned to residential. If the village did  
19 not elect to exercise the dedication of the  
20 right-of-way within said period, this dedication  
21 would expire and be of no further force and  
22 effect. The date of the annexation agreement was  
23 February of 2001. Since no development proposals  
24 were submitted to the Village for the subject

1 property within that two-year time frame, the  
2 window for requiring the connection of the two  
3 subdivisions has passed.

4 So as a result, the staff approached the  
5 petitioner with providing an emergency access  
6 easement at the end of the cul-de-sac. I know  
7 it's difficult to see, but it's right -- here is  
8 the end of the cul-de-sac and here is the  
9 adjoining property which is Moretti's/Cadillac  
10 Ranch. So they would provide a gate here and an  
11 emergency access easement here. This would allow  
12 a secondary point of access in the event that  
13 Naperville Road was blocked.

14 The petitioner has contacted the owner of  
15 the restaurant/bar located east of this property  
16 and has had positive discussions regarding this  
17 emergency access. The 20-foot wide access would  
18 begin at the end of the cul-de-sac and continue  
19 through the adjacent gravel and paved parking  
20 areas and the fire department has found this  
21 emergency access is acceptable.

22 The comprehensive plan currently identifies  
23 this site for commercial uses. Therefore, the  
24 petitioner is requesting that a comprehensive

1 plan amendment to the future land use plan be  
2 made to change the plan to allow for suburban  
3 residential uses to coincide with this  
4 development. The proposed subdivision would have  
5 a net density of 4.8 dwelling units per acre and  
6 would be in compliance with the proposed  
7 amendment to the plan.

8 The staff does recommend approval of the  
9 petitioner's request subject to the conditions  
10 and the findings of the fact, and I did leave a  
11 copy of the findings of fact on the dais for you;  
12 and if you have any questions, the petitioners  
13 are here tonight and I believe people are here to  
14 speak in the audience tonight. We would be happy  
15 to answer any other questions.

16 CHAIRMAN LEMBERG: Okay. Thank you. Are  
17 there any questions from the members of the  
18 commission at this time?

19 MR. CONNOR: So there would be a gate that  
20 would prohibit the use of that emergency access  
21 by anybody?

22 MS. GRILL: Yes, it would have a lock per the  
23 fire department.

24 MR. A. HOPKINS: What kind of gate? Will it

1 be like a chain-link fence?

2 MS. GRILL: I think usually it's the yellow  
3 pipe bars. I don't know the exact terminology  
4 for that, but that's what I've seen before. I  
5 don't think that has been decided yet, but --

6 MR. A. HOPKINS: Okay. And then what about  
7 how is it going to exit onto Lake Street?

8 MS. GRILL: Yes. This is the existing parking  
9 lot. Let me show you. I don't know if I have  
10 it. So this is already paved through here. Part  
11 of this is gravel, so that already exists, so  
12 here is the part would need the connection right  
13 here.

14 MR. M. HOPKINS: Roberta, you said that there  
15 was a tall stockade fence on the north side of  
16 these lots. What about the east side?

17 MS. GRILL: It's proposed for that 8-foot high  
18 cedar fence. We've had discussions about  
19 continuing the fence along that east side. We're  
20 also looking at landscaping. We're trying to  
21 figure out which would be the best method to  
22 buffer that. We don't know how much room there  
23 is and final engineering hasn't been --

24 MR. M. HOPKINS: We'll see that during the

1 final?

2 MS. GRILL: Yes.

3 MR. KALLAS: So the emergency exit there or  
4 entrance coming off of Lake Street, does that go  
5 through the parking lot of the existing --

6 MS. GRILL: Yes.

7 MR. KALLAS: So it's not -- they're not going  
8 to make it separate.

9 MS. GRILL: No, it is the parking lot.

10 CHAIRMAN LEMBERG: What happens in the  
11 wintertime? Is the restaurant going to plow a  
12 path all the way back down to that restaurant.

13 MS. GRILL: Well, the restaurant is open in  
14 the winter. If they want patrons to park in  
15 their parking lot, I would assume they have a  
16 contract to have that parking lot plowed, so I'm  
17 imagining it would be plowed, yes.

18 CHAIRMAN LEMBERG: But how would the  
19 contractor that's plowing it know that that's an  
20 entrance for an emergency and he doesn't just  
21 take the snow and push it up in that direction?

22 MS. GRILL: I can't answer that. I would --

23 CHAIRMAN LEMBERG: Can they put sign -- post a  
24 sign saying this is an entrance to an emergency.

1 MS. GRILL: There will be a sign and the fire  
2 department has told me many times they will find  
3 a way.

4 MR. A. HOPKINS: Is there anywhere else in the  
5 village we have just an emergency access?

6 MS. GRILL: Yes, we do, just south of here.  
7 We have -- the Timberline subdivision directly to  
8 the south, when this access point did not go  
9 through, we provided -- or the developer provided  
10 at our request to provide an emergency access on  
11 Naperville Road. It's a 24-foot wide grass.  
12 Part of it's paved. Part of it serves as an  
13 access easement to these townhomes right here and  
14 then a small portion of it right here is  
15 grasscrete and I just heard that they did use  
16 that recently for the first time.

17 MR. A. HOPKINS: Thank you.

18 CHAIRMAN LEMBERG: Any further questions?

19 MR. KALLAS: How many variances are they  
20 asking for here?

21 MS. GRILL: There is two modifications from  
22 the subdivision ordinance and then there are the  
23 bulk regulations that they're requesting, the  
24 modifications, so no variances per se. It's a

1 planned unit development which allows for some  
2 flexibility and you could ask the petitioners  
3 that question as well.

4 MR. KALLAS: But the thing is if we have  
5 certain regulations and they're asking for  
6 something different, it's considered a variance,  
7 is it not?

8 MS. GRILL: In this case it is not considered  
9 a variance.

10 MR. KALLAS: Okay.

11 CHAIRMAN LEMBERG: Any other questions? Okay.  
12 The petitioner is here this evening.

13 Can you stand and anyone else that's going  
14 to give testimony and be sworn in, please.

15 (Witness sworn.)

16 MR. EIDEN: Good evening, everyone. My name  
17 is Mark Eiden. That's M-a-r-k E-i-d-e-n. I'm an  
18 attorney and my law offices are in Libertyville,  
19 Illinois. I represent Ryan, the petitioner, in  
20 this project. I just wanted to dispense first  
21 with a formality, because it is a public hearing,  
22 there are standards to be addressed. I've  
23 addressed them all in writing in detail in the  
24 application, and I'm assuming that you don't want

1 me to read them into the record. That could take  
2 all night, but without doing that I would like to  
3 incorporate them by reference into the record.

4 Number two, we are here to give you any  
5 information that you request. We have our  
6 landscape architect with us, we have members of  
7 Ryan, and we have our civil engineer here. Of  
8 course, I'm here. I'm the attorney. I could  
9 expound just a little bit on some of the off-site  
10 issues that we've talked about.

11 The first is we are pleased to see that  
12 the -- some of the members and the attorney for  
13 the church to the north of us are here. We're  
14 going to try to coordinate our efforts for  
15 grading. They're going to put in a detention  
16 pond close to our property line. We want to  
17 match grades. We're trying to work out those  
18 engineering details tonight, and you're free to  
19 talk with them, if they are still here. Okay.  
20 Yes.

21 We have worked out an arrangement with  
22 Barrington Motors. We are going to supply them  
23 with a sewer and water stub that they have  
24 requested. They are going to allow us a grading

1     easement onto their property to match grades and  
2     to install some landscaping. As you know, there  
3     was a fence that was discussed. We intend to  
4     install the fence, and we also intend once we get  
5     a little further along in the engineering to  
6     install some off-site landscaping in that area as  
7     requested by Village staff.

8             The last item on the off-site issues is,  
9     of course, the emergency access. We've had  
10    positive discussions as recently as this week  
11    about how we can work that easement out. We are  
12    very hopeful that we'll get it. We've done  
13    everything that we really can. We tried hard  
14    with Timberline. They just, you know, decided  
15    that was not something they wanted, so we moved  
16    onto the Moretti's, the potential access and  
17    we're proceeding in pace with that, and so we  
18    have every expectation that we'll be able to work  
19    that out.

20            Other than that, I don't think we have any  
21    really highly charged issues in this. It is a  
22    matter of whether you like the plan and the  
23    changes that we've made. We've reduced the  
24    density. We're down zoning, and we're going to

1 provide a park that, as Roberta said, can be  
2 joined together with the adjacent park. We're  
3 going to accept all the stormwater that we have  
4 to accept under law, and we are going to try to  
5 preserve certain trees that are on-site and work  
6 around them, rather than remove them, again at  
7 the request of staff.

8 So with that summary, I would be more than  
9 happy to respond to any questions and, of course,  
10 we have the people here that I referred to  
11 earlier.

12 CHAIRMAN LEMBERG: Okay. Any members have any  
13 questions? Not at this time.

14 MR. RIDENOUR: Can we go back to the fence for  
15 just a second? Does that go to the full extent  
16 of the parking lot of Moretti's at least?

17 MR. EIDEN: The full extent of the parking lot  
18 of Moretti's?

19 MR. RIDENOUR: The fence on the east side.

20 MR. WYNSMA: Nate Wynsma with William Ryan  
21 Homes. Address is 945 North Plum Grove Road,  
22 Schaumburg.

23 Yeah, to answer your question, there will  
24 be an 8-foot solid cedar fence and that will

1 start -- actually, if you can go back right -- I  
2 believe that's lot 12 on your plans. That  
3 property, the Cortina (phonetic) property, to the  
4 north goes all the way up to 20. That's zoned  
5 commercial. I think right now it's a  
6 single-family home and some outbuildings, but  
7 starting in the southwest corner of lot 12, so  
8 adjacent to the church extending east across 13,  
9 14, south along the west side of Barrington  
10 Motors, east along the south end of Barrington  
11 Motors to the corner of Moretti's, and then south  
12 again along lot 24 along the Moretti's parking  
13 lot up to the point where the emergency access  
14 would come off the cul-de-sac. From that point  
15 on, it's open space, trees, the detention area,  
16 the park, so everything that backs to those  
17 potentially more invasive commercial uses we're  
18 going to do an 8-foot solid cedar fence and then  
19 some areas of landscaping on -- in one case on  
20 Barrington Motors side we're going to do the  
21 landscaping on their side as a buffer. On  
22 Moretti's side, we're going to do extra  
23 landscaping on our side.

24 MR. RIDENOUR: I was just considering this

1 area where the park is. Wouldn't we want to  
2 separate that from the parking lot also in that  
3 corner?

4 MR. WYNSMA: The parking lot -- go to the  
5 emergency access.

6 MR. RIDENOUR: Just south of the emergency  
7 access and then heading east.

8 MR. WYNSMA: Where you see the emergency  
9 access, the length of that as it leaves our  
10 property, the reason why that the easement is as  
11 long as it is there is that bold line that you  
12 see that kind of arcs along the southwest corner,  
13 that's actually roughly a scrub line of trees, so  
14 we're taking the easement out that far all the  
15 way to where the gravel starts for the parking.

16 MR. RIDENOUR: That arc there is filled with  
17 scrub and --

18 MR. WYNSMA: All trees, yeah. So that 20-foot  
19 easement will actually be cut through there. We  
20 will grade it. We will build it with grasscrete  
21 hard surface for emergency vehicles, but outside  
22 of that, the rest of that tree line going north  
23 towards the Cadillac Ranch along the east side of  
24 lot 24 will remain intact as a buffer and then

1 everything to the south will remain intact. You  
2 wouldn't really be able to see the detention or  
3 park from there.

4 MR. RIDENOUR: All right. So that buffer is  
5 actually on Moretti's's property?

6 MR. WYNSMA: Yeah, that's all existing and  
7 continues onto our property and there will be  
8 some opportunities for tree preservation on the  
9 south side of that cul-de-sac bulb.

10 MR. RIDENOUR: All right.

11 MS. GRILL: You can see the trees.

12 MR. RIDENOUR: It's just hard to tell where  
13 the property line is on that picture.

14 MS. GRILL: It's right here.

15 CHAIRMAN LEMBERG: Any other questions?

16 At this time I would like to open up the  
17 public hearing.

18 Jim, you have their names?

19 MR. PLONCZYNSKI: William Parry.

20 MR. PARRY: Yeah.

21 CHAIRMAN LEMBERG: Would you state your name  
22 and address, please?

23 MR. PARRY: William S. Parry, 1274 Tamarack  
24 Drive. I'm a little concerned about the gate. I

1 don't live there, but if I have emergency  
2 vehicles heading towards my house if it's on fire  
3 or somebody was sick and I figured out they had  
4 to open a gate to get through, I would be a  
5 little concerned about that, but anyway, what I  
6 really wanted to talk about is what's actually  
7 going to be between my house, which is just south  
8 of the property, and the new property? Either  
9 one of you, I don't mind.

10 MR. WYNSMA: Well, anything on your side of  
11 the property or along the fence row would remain.  
12 Anything north of -- we have a 10-foot public  
13 utility and drainage easement on the back of  
14 essentially every lot for the village storm sewer,  
15 for dry utilities; that along the property line  
16 itself typically those utilities within that  
17 10-foot easement may lie roughly in the center of  
18 it, so any tree preservation opportunity within  
19 the first, say, 5 feet of the property we would  
20 intend to leave, any trees that we can along the  
21 fence row.

22 MR. PARRY: Okay. So from my backyard, how  
23 far away will be your house?

24 MR. WYNSMA: Assuming you're building --

1 you're one of the first four buildings there?

2 MR. PARRY: We're the seventh one.

3 MR. WYNSMA: Seventh unit or seventh building?

4 MR. PARRY: There you go.

5 MR. RYAN: So assuming your building is  
6 roughly from our previous surveys about 40 feet  
7 from the line, any landscaping you have within  
8 that 40 feet and then any landscaping within the  
9 first 35 feet of the single-family lot would be  
10 minimum 75 feet.

11 We -- because of that increased setback  
12 that we agreed to on those first lots backing to  
13 the townhomes, we've restricted certain plans.  
14 Our plans have varying depths to them. We've  
15 restricted certain plans from being built on  
16 those lots because they're too deep, so we have  
17 plans that vary in depth as much as 8 to 12 feet,  
18 so the minimum would be 75 feet. Maximum might  
19 be as much as 85 feet depending on the plan.

20 MR. PARRY: Is there any plans for a fence? I  
21 see you have one around the --

22 MR. WYNSMA: No. Along the residential to  
23 residential we're not fencing. I guess the first  
24 point I would make is we don't typically fence

1 residential to residential, at least not as the  
2 developer. A resident can maybe choose to do  
3 that, but because we do have a fence row of trees  
4 there, if we were to determine there to be a  
5 fence initially, we would have to clear that and  
6 we want to leave the existing trees, if we can.

7 MR. PARRY: Let me make sure I have this  
8 right. The 75 is to the garden or to the house?

9 MR. WYNSMA: It's the shortest distance  
10 possible from the back of your home to one of our  
11 homes.

12 MR. PARRY: The home or the garden?

13 MR. WYNSMA: Home.

14 MR. PARRY: The home. Okay. So after the  
15 home, we've got how much space to the edge of the  
16 property?

17 MR. WYNSMA: I think there is 40 feet on your  
18 side and minimum 35 feet on our side.

19 MR. PARRY: Okay. That's all I have. Thank  
20 you.

21 MR. PLONCZYNSKI: Donna Campagna.

22 MS. CAMPAGNA: Hi. Donna Campagna,  
23 524 Telluride Court. I think I've got this  
24 straight, that there is going to be some kind

1 of -- on our north end there is going to be some  
2 trees kept or some whatever that is kept,  
3 correct? No, go back a little all through there.

4 MR. WYNSMA: To the extent we can along the  
5 property line, the fence row, because there is  
6 existing trees along that property line, but  
7 there is storm sewer easements within there that  
8 we have to put storm sewer. The site has a lot  
9 of topography, so everything that's draining from  
10 the church and from Barrington Motors, from those  
11 properties to the north of us, everything that's  
12 being captured in our storm sewer system, so our  
13 site is taking all that water now. We'll have to  
14 grade flat for the pads for the home, but at each  
15 of the rear yards on the north side and south  
16 side will be storm sewer to pick up any of that  
17 drainage that could potentially come on your  
18 property. So there will be some storm sewer  
19 there, but to the extent that storm sewer is  
20 within a 10-foot easement, anything within the  
21 property line 5 feet in, we will try and save all  
22 that.

23 MS. CAMPAGNA: Okay. But how far out is it  
24 going to extend? My unit is the one that goes

1 this way by the cul-de-sac, that one, yes. So is  
2 that going to extend across that because the  
3 whole area there has --

4 MR. WYNSMA: Yeah, to the extent that entire  
5 south property line -- you know, we've got storm  
6 sewer that we know of and then I've got ComEd and  
7 cable companies, their utilities in there, so we  
8 try to keep them within that easement, but  
9 frankly, it's out of my control at some point  
10 because they go where they've got to go and they  
11 won't let me dictate that, but as much as we can  
12 along that entire south property line would be  
13 the fence row.

14 MS. CAMPAGNA: Okay. Somebody said that, and  
15 I don't know if this is just a rumor, that the  
16 homeowner that's going to back to us would have  
17 the option of keeping some of that -- I call them  
18 trees. I don't know if they're trees -- or  
19 having them taken down. Have I made that up?

20 MR. WYNSMA: I honestly don't know the  
21 ordinance that much, but I would assume once we  
22 sold a home there if somebody wanted to take down  
23 trees on their lot, I think they can.

24 MS. CAMPAGNA: But, really, do you really

1 think -- when you're going to put the storm.  
2 sewer, you're going to put the electric, it  
3 sounds to me like it's really not going to stay.  
4 What's your --

5 MR. WYNSMA: Along that property line, that's  
6 why I say the hedge row or the fence row, outside  
7 of a certain distance it won't. If there are  
8 trees straddling the property line or within a  
9 few feet of the property line that we don't have  
10 to disturb, we will leave them. It just costs us  
11 money to cut them down.

12 MS. CAMPAGNA: You sure it isn't easier just  
13 to level the whole thing?

14 MR. WYNSMA: No, I don't think so. The site  
15 has a lot of topography across it north to south.  
16 We are going to have to do a lot of manipulation  
17 of dirt when we do the development, but to the  
18 extent that we can keep trees there, we will keep  
19 trees there.

20 MS. CAMPAGNA: Okay. One more question.  
21 Would you be responsible if -- I don't foresee a  
22 problem, but let's say the drainage sewers or  
23 whatever are not picking it up because of the  
24 topography coming, and so now my cul-de-sac or

1 area is really getting bombarded. Is that  
2 something that after the fact you would be taking  
3 care of or is that let go?

4 MR. WYNSMA: That's something if there was any  
5 shortcoming to our stormwater management  
6 whatsoever and any of that was coming onto your  
7 property, yeah, we would be responsible for it  
8 during the maintenance period, so if we -- we  
9 tend to build out of here within three years and,  
10 typically, we have a one-year maintenance bond on  
11 infrastructure that expires a year after it's  
12 done, so within that time frame any issues are  
13 going to be our responsibility. Beyond that time  
14 frame it becomes dedicated to the village.

15 MS. CAMPAGNA: Okay. One more last. What are  
16 the homes going to look like? Do you have a  
17 scale model yet or anything?

18 MR. WYNSMA: We have an example. Is that your  
19 last question?

20 MS. CAMPAGNA: It is.

21 MR. WYNSMA: I'll give a general overview  
22 then. We have up to 13 plans we will offer here.  
23 Ranch homes, up to three ranch plans that we have  
24 right now that range from about 1800 square feet

1 up to 2400 square feet. Two story plans that  
2 range from about 2500 square feet on up to -- I  
3 think the Sheridan is about 2500 square feet  
4 starting. The largest plan we're going to offer  
5 goes up to about 3600, 3700 square feet. Each  
6 plan has structural options. So buildable space  
7 on the second floor for master bath bump outs,  
8 family room bump outs, things like that that can  
9 affect the square footage.

10 CHAIRMAN LEMBERG: Jim, next one.

11 MR. PLONCZYNSKI: Karen Parry.

12 MS. PARRY: My name is Karen Parry. I live at  
13 1274 Tamarack Drive. My townhome backs up to the  
14 field. First off, I want to go on record as  
15 saying that I can't understand why a builder such  
16 as Ryan Homes would even want to consider  
17 building on that crappy piece of land. I mean,  
18 seriously there is nothing there. It has nothing  
19 to offer, so I don't understand. Unless you  
20 figure that -- and let's face it, there is a lot  
21 of new developments going up. People are stupid.  
22 They'll buy anything, but that being said, when  
23 we had other builders that wanted to come in,  
24 that whole tree line there -- first off, let me

1 tell you those are not good trees. They're  
2 falling down. A lot of them are dead. Not only  
3 that, there is barbed wire behind those trees, so  
4 who is going to take that down. We were told  
5 many, many times that we could not touch those  
6 trees because they were not our trees. Now  
7 you're telling us they're our trees.

8 MR. WYNSMA: If they're on your side of the  
9 property.

10 MS. PARRY: No. We were always told those  
11 trees belong to the person who owned that land  
12 and we could never touch them. Well, that's your  
13 land, so what are you going to do with the trees?  
14 You're not going to touch them, so you're going  
15 to leave a bunch of half falling down, half dead  
16 trees on that -- up against all these beautiful  
17 homes that you're going to build.

18 MR. WYNSMA: Can I respond? Well, first of  
19 all, there is really one primary reason we're  
20 developing this property and because it's in  
21 Bartlett and there -- we believe there is high  
22 demand for single-family homes in Bartlett. We  
23 believe there has been a lack of new construction  
24 for such a long period of time now that there is

1 going to be a lot of demand for these, but we  
2 understand the site has challenges and it's not  
3 going to be, you know, three-quarter of a million  
4 dollar homes, but we believe they're going to be  
5 move-up buyers that want new construction in this  
6 community.

7 As far as the trees, anything that --  
8 remember that we have to sell a home that's going  
9 to be 350-, \$400,000. Anything that is dead or  
10 dying or in bad shape or a property line that has  
11 an old metal fence to it or barbed wire, we'll be  
12 removing that. To the extent that the trees are  
13 in good shape and they offer us a marketing tool  
14 to represent to people that they're going to have  
15 some trees in their backyard, which I think is a  
16 benefit, we will keep them. If they require  
17 trimming or pruning, we'll do that in order to  
18 make it look nice. You know, every single one of  
19 these that has potential to have trees on the  
20 rear of the lot, it's a marketing bonus for us,  
21 so we will use it to our advantage as much as we  
22 can.

23 CHAIRMAN LEMBERG: Okay. Thank you. Jim,  
24 next one.

1 MR. PLONCZYNSKI: Tom King.

2 MR. KING: Tom King from 1325 Tamarack. I  
3 really don't have any questions. I have mostly  
4 comments and objections, of course, but I think  
5 it was an affront to this group that these people  
6 came in to begin with in asking for originally a  
7 25-foot setback. I'm sure they looked into  
8 things and -- but you start slow and then you  
9 hope the other people come down, so you can come  
10 up to where they're at now.

11 I'm going to refer to my townhome, which  
12 is the second one in from Naperville Road. The  
13 developer there was restricted to a certain  
14 setback. My particular unit has no small bay in  
15 the kitchen area like the normal. It's a very  
16 small bay, but it encroached on this setback, so  
17 it wasn't allowed to be put in there. So we have  
18 a very small breakfast area in the kitchen, but  
19 now you want to take a whole development and  
20 encroach ten feet or so into what the normal  
21 setback should be. So that's one of my comments.

22 I hope this doesn't set a precedent for  
23 more developers to do the same thing. What good  
24 is an ordinance when just a small variance can't

1 be done, but you can take and put this whole  
2 development in there. You know, I suggest that  
3 these people shouldn't even come in to try and  
4 develop something like this. There are other  
5 options to develop that. I know we could use the  
6 tax revenue, but for them to do this.

7 The other thing I worry about is increased  
8 drainage because the buildings are closer to the  
9 back of the lot lines. I also envision -- being  
10 they're smaller yards, less space for them to  
11 put, you know, sheds, things like that. We can't  
12 do that in our town house, but these people  
13 probably will be able to do that or swing sets.  
14 I'm not against swing sets, but they should have  
15 room and so that's basically my comments. Thank  
16 you.

17 CHAIRMAN LEMBERG: Thank you.

18 MR. PLONCZYNSKI: Andrew Peyton (sic).

19 MR. POYTON: Good evening. I'm Andrew Poyton.  
20 I'm the attorney for the church, which is the  
21 owner of the property that's labeled on the  
22 screen right now as World Overcomers Church.  
23 That's actually a prior owner of the property.  
24 My client is Iglesia Bautista Betel church, but

1 at that location. My office is in Wheaton at 211  
2 South Wheaton Avenue.

3 The church doesn't have an objection to  
4 the development of this property as a  
5 single-family planned unit development. Their  
6 concern relates to a 50-foot grading easement  
7 that is incorporated in the preliminarily PUD  
8 plan that you see on the screen before you. That  
9 is 50 feet onto the church's property. The  
10 church has its own plans with respect to future  
11 expansion of the church facility. There is a  
12 proposed drainage area right there that's being  
13 highlighted at the moment, which is a requirement  
14 of that expansion.

15 We have just recently today had some  
16 discussions with the developer, with Ryan Homes,  
17 and their counsel and their engineer relative to  
18 a possible solution. The church is open to the  
19 idea of a solution, but at this point has an  
20 objection to any approval of the plan that  
21 reflects an easement to which there is not yet  
22 any agreement. So we're hopeful that we'll be  
23 able to reach a resolve, but until and unless we  
24 do, that is the nature of the church's objection.

1 It is hoped that there could be a resolution that  
2 would incorporate something that's beneficial to  
3 the site, beneficial to the village, and also  
4 beneficial to the church relative to the grading  
5 on the southern portion of the church's property  
6 and the drainage area that is back there.

7 So wanted to make those comments for the  
8 record. We don't have any questions for the  
9 developer at the moment, but we do plan on  
10 working with them and wanted those objections  
11 noted.

12 CHAIRMAN LEMBERG: Thank you.

13 MR. PLONCZYNSKI: George Lebron.

14 MR. LEBRON: Hi. My name is George Lebron,  
15 506 Tamarack Drive, Bartlett, Illinois. My  
16 concern is one being the variance being thought  
17 by the Board to allow Ryland (sic) from 45 feet,  
18 as so many other people said, to 25, now the  
19 Bartlett board is considering 35 feet. I think  
20 we should stay with the law or what the ordinance  
21 that's 45 feet. I don't see why we're making  
22 concessions.

23 The other second thought that I have is  
24 the 10-foot easement where all the utilities are

1 going to be. All that grading and all that  
2 construction and all those lines that are going  
3 in are going to ultimately destroy the trees  
4 along that property line and who is going to be  
5 responsible for replacing them because most of  
6 those trees -- we've had surveys done on that  
7 property and there are trees on our property and  
8 there are trees on the Ryland property and we're  
9 concerned about, of course, our trees and who is  
10 going to be responsible for that because, you  
11 know, tearing up the easement, the roots are  
12 going to get destroyed and those trees will die  
13 over a few years.

14 Just another observation, I mean, Bartlett  
15 is such a -- really up and coming middle class,  
16 high middle class village and you're going to put  
17 some 8-foot fence all along Lake Street and all  
18 around a church. It's a cedar fence to rot in  
19 five or six years and look like garbage. I don't  
20 understand why you guys would allow such a thing  
21 and hopefully you guys do the right thing for our  
22 homeowners here because we have a beautiful niche  
23 subdivision of nice class townhomes. We all pay  
24 our taxes, and we hope you do the right thing and

1 protect our property and protect our homeowners.

2 Thank you.

3 CHAIRMAN LEMBERG: Thank you.

4 MR. PLONCZYNSKI: Beverly Higgins.

5 MS. HIGGINS: I'm Beverly Higgins. I live at  
6 528 Telluride. I agree with everything and I  
7 think the previous person said. My main -- that  
8 I'm concerned about. Also, it just looks like a  
9 lot of houses in a very small space. Just really  
10 cramped in and I just don't see that as a quality  
11 subdivision, and I think Bartlett is a newer --  
12 not a newer, but a desirable village, and I think  
13 our little town house -- our town houses are --  
14 it's a nicer subdivision than a lot of the area  
15 around us. I think these houses are going to  
16 lower our property values. I just don't see them  
17 as -- it's just so many houses. When I look at  
18 that, it's more spacious -- our town houses have  
19 more yard and land around them than all those  
20 little houses. He showed nice pictures and  
21 everything, but I just see that as a lot of  
22 houses in a very small space and I think -- I  
23 just don't see that as a quality subdivision  
24 that's going to be coming in, along with all the

1 other problems we're going to have.

2 My house, my condo actually, faces -- is  
3 going to face the back of all those houses, so --  
4 because I have a side end unit, but I just think  
5 the whole thing is not -- and also the fencing, I  
6 don't know. All you have to do is go down  
7 Naperville Road and see all the fencing that's  
8 ill-maintained behind those houses that are just  
9 south of us. It's not a good idea. It doesn't  
10 look nice.

11 CHAIRMAN LEMBERG: Thank you.

12 MR. WYNSMA: I just want to point out that  
13 that 8-foot fence is unusual for us to put onto  
14 single-family lots. It's for the benefit of  
15 future homeowners to buffer from the commercial  
16 uses, but that would be under the jurisdiction of  
17 our homeowner's association, so we will not be  
18 leaving it up to each individual lot owner to  
19 maintain that fence. It will be the HOA, so our  
20 intent is to mandate that it be maintained in  
21 perpetuity and be kept in good condition, and I  
22 would point out that, I believe, the density of  
23 this project is less than half of what the  
24 Timberline density would be or is.

1 MR. A. HOPKINS: Just really quick, is there a  
2 reason why cedar over a composite or --

3 MR. WYNSMA: Good question. I think that's  
4 something we can research a little more in final  
5 design because the -- you know, the concern, I  
6 think, with an 8-foot fence, number one, just the  
7 maintenance; number two, is the weight and it's  
8 ability to withstand wind versus like a 4-foot or  
9 6-foot fence, so I'm going to leave that up to  
10 people that understand that stuff a lot more than  
11 I do. It's our intent that it be of a quality  
12 akin to a solid cedar. If it can be a  
13 maintenance free composite, then that's what  
14 we'll do, but it will have that appearance.  
15 We're not looking to just do something of a  
16 lesser quality.

17 MR. KALLAS: To answer your 8-foot fence,  
18 looking at all the wooden fences that are up  
19 around here, it seems like your wooden post will  
20 always rot very quickly and your fence falls  
21 down. My suggestion is that instead of using  
22 wooden posts, use steel posts and you can attach  
23 your fence to the steel post. Something happens  
24 to your fence, easily take it down and put a new

1 one up.

2 MR. WYNSMA: Okay.

3 CHAIRMAN LEMBERG: Jim, do you have anymore?

4 MR. PLONCZYNSKI: That's all I have.

5 MS. PARRY: I'm sorry. There is one other  
6 thing I wanted to mention. Karen Parry, 1274  
7 Tamarack Drive. There is one thing that nobody  
8 else has mentioned and one of the other things  
9 that we're concerned about is the traffic  
10 patterns on Naperville Road. I don't know if  
11 anybody here has noticed lately there has been a  
12 lot of truck traffic on Naperville Road. There  
13 was a sign up there that said this is not a truck  
14 route, that they had to go to 59.

15 Well, my husband went to the police  
16 station just the other day to discuss this with  
17 them because we're seeing more and more dump  
18 trucks coming down the road and then they're  
19 tying up traffic getting onto Lake Street. Well,  
20 we found out that it's a county road and it's --  
21 it can be used as a truck route now, so you're  
22 adding trucks, you're adding all the traffic from  
23 the developments going down Naperville. Now  
24 you're adding another subdivision on Naperville

1 Road and the only way we can get out, the only  
2 way they can get out is onto Naperville Road, so  
3 what are they going to do? Are they going to  
4 widen Naperville Road? Where are they going to  
5 widen it because there is developments on each  
6 side of the road, so has anybody taken that into  
7 consideration?

8 And also, like this lady over here, I am  
9 also concerned about my property values. I mean,  
10 seriously, if I wanted to sell my house and  
11 someone goes into my loft and they look out my  
12 window and they're looking into the window of  
13 another home, why would they want to buy my  
14 place? I wouldn't want to buy my place if that  
15 was the case.

16 And I just have one other question and I  
17 don't know if anybody can answer this. You know,  
18 there is all of these developments that are  
19 cropping up all over the place. You know, there  
20 is a big one going on Schaumburg Road in Roselle.  
21 There is big ones going up in Winfield. All of  
22 these developers are charging 3-, \$400,000 for  
23 the houses, okay, and they're getting it. People  
24 are buying it. The rest of us who have

1 underwater mortgages can't get what we paid for  
2 our houses. Can somebody explain that to me? I  
3 don't understand it. Really. How is it that  
4 these big developers can make all this money on  
5 our houses and we can't sell our houses for what  
6 we paid for them. I'm just putting that out  
7 there.

8 CHAIRMAN LEMBERG: Thank you.

9 MR. KALLAS: I think the problem with your  
10 trucks on Naperville Road, they're doing some  
11 grading on Bartlett and 59, and I think the  
12 trucks leave that area, go down through  
13 Naperville Road to Lake Street, that's where your  
14 trucks -- and, you know, that will end once they  
15 get through doing that.

16 MR. PLONCZYNSKI: That's right, Jerry. They  
17 have to go that way.

18 MR. KALLAS: Yeah, they have to go that way.

19 MS. PARRY: Yes, I understand that, but  
20 eventually -- you're right, that's going to  
21 happen, but, of course, you know once the  
22 development starts here, they're going to have  
23 trucks entering and leaving that site.

24 MR. KALLAS: True.

1 MS. PARRY: So then there is going to be a  
2 problem for the rest of us trying to get out of  
3 our development; and then once those houses are  
4 filled and you have 48 homes times two for every  
5 car of people coming in and getting out, so, you  
6 know, you're going to have so much more increased  
7 traffic on Naperville Road, you know. Where are  
8 they going to go?

9 MS. GRILL: We have a court reporter here. If  
10 you're going to speak, you really need to come to  
11 the microphone. She's got to get you on the  
12 audio. Okay.

13 MS. NEGELE: I want to say, keep in mind too  
14 that this is being rezoned from a multi-family  
15 zone to a single-family, so there would have been  
16 even more housing. This is rezoning to single  
17 family which is really going to be less than what  
18 it was originally zoned for. So in your response  
19 to the construction or the traffic on Naperville  
20 Road, if there is any consolation perhaps this  
21 would be less because eventually there could have  
22 been multi-family homes on that lot.

23 CHAIRMAN LEMBERG: Could you state your name,  
24 again, please?

1 MR. LEBRON: George Lebron, 506 Tamarack Drive.  
2 I regretfully disagree with you, ma'am. I've  
3 called the village several times. I've called  
4 the county numerous times. I've been a resident  
5 going on 12 years in that subdivision, and there  
6 are trucks constantly going up and down  
7 Naperville Road constantly.

8 Let's take Greco, the meat company that's  
9 in Bartlett. I even called there once. Never  
10 got a call back. Their trucks consistently are  
11 up and down Naperville Road. There is a sign  
12 that says this is not a truck route, and I've  
13 called the police numerous times as well. Nobody  
14 gives a damn. It's the county. No, it's the  
15 village, but meanwhile I live right on Naperville  
16 Road, and kind of similar situation what they're  
17 going to be dealing with the homes, there is  
18 traffic on there all the time with trucks. Why  
19 isn't it anyone can monitor that situation? You  
20 guys have signs up there and there will be more  
21 traffic with the single-family homes because you  
22 have all those homes, the family members, the two  
23 cars, the three cars because they're  
24 single-family homes and they have children that

1 will be driving and they have friends that will  
2 be -- come visiting and there will be more  
3 traffic flow in and out of Naperville Road.  
4 Thank you.

5 CHAIRMAN LEMBERG: Yes, sir. State your name,  
6 please.

7 MR. KING: Tom King again, 1328 Tamarack.  
8 Just couple more comments. First off, if you  
9 drive down Naperville Road and you see these  
10 fences, you see how they look after a couple  
11 years, and I'm sure they're supposed to be  
12 maintained by their associations, and this is  
13 2015, we've got PVC. I think the gentleman  
14 mentioned composite materials, so if this does go  
15 through, at least have them do that, but the  
16 other comment is -- well, two of them.

17 We know Naperville Road, Lake Street  
18 eventually is going to be widened and bigger  
19 intersection and all that because traffic is just  
20 getting heavier; and the other thing about the  
21 development, there is upscale developments, and I  
22 don't know if I have the term right, but in  
23 Wheaton and Naperville that are going in now,  
24 like kind of row house things, but they're

1 upscale and they don't require the room that the  
2 single families need. So that's it.

3 CHAIRMAN LEMBERG: Any other comments from any  
4 other -- Jim, you don't have any more papers?

5 MR. PLONCZYNSKI: There is no more people who  
6 have signed.

7 CHAIRMAN LEMBERG: Okay. Close the public  
8 hearing at this time.

9 Commissioners have any questions,  
10 comments?

11 MR. A. HOPKINS: Just a couple. It seems that  
12 a majority of the issue has to do with that tree  
13 line as far as on the south side of the property.  
14 Is there other options? Is there anything else  
15 that's been discussed? Will there be more trees  
16 added in? Can there be more trees added in? Is  
17 there a possibility of something that -- a better  
18 barrier, something to help keep some of the  
19 residents over there at ease?

20 MR. WYNSMA: Yeah. I wouldn't characterize it  
21 as a barrier. I mean, to the extent we can keep  
22 existing, that's our plan. If this were a  
23 townhome or multi-family community, then we would  
24 have maybe a different landscape plan approach to

1 all these rear yards because it would all be  
2 association outlot where people aren't allowed to  
3 do their own landscaping. In a single-family  
4 situation, the market really demands that you be  
5 provided a rear yard whether it's a garden,  
6 whether it's landscaping, or anything else you  
7 want to put in and the homeowner does that later.  
8 I would fully expect that there is going to be,  
9 especially since these are townhomes, homeowners  
10 that want to come in and plant a dozen pine  
11 trees, Norway spruces, or something at their rear  
12 yard.

13 The part of the challenge here is that  
14 utility easement, and essentially what's  
15 happening is the rear of those townhomes along  
16 their north property line there are storm sewers  
17 that are picking up drainage. Because of the  
18 standards of DuPage County and what Bartlett  
19 follows, the storm sewers we're putting in our  
20 rear yards are really a duplication, not  
21 entirely, but we're double suspenders and belt  
22 there with the storm sewer on our side capturing  
23 and then they've get swales and things in their  
24 rear yard.

1           Beyond just trying to maintain what the  
2 standards are required for that storm and  
3 utilities and whatever is worthy of being saved  
4 and preserved on the rear yard fence line, there  
5 really isn't anything else that we see as an  
6 option. We don't want to clear it and put up a  
7 fence. We want to preserve what we can, but we  
8 also can't eliminate or cut back on storm sewer,  
9 what we have to do on that end either. There is  
10 limitations to what can be planted within that  
11 10-foot public utility and drainage easement as  
12 well.

13       MR. M. HOPKINS: Question for staff. In terms  
14 of process now, this is preliminary, right, so  
15 we're going to get a pass again and we're going  
16 to see civil engineering, so we'll see the  
17 grading solution, right?

18       MS. GRILL: Yes.

19       MR. M. HOPKINS: We'll see landscaping?

20       MS. GRILL: Yes.

21       MR. M. HOPKINS: We'll be able to see the  
22 fence detail as we go on, as well as lighting and  
23 all the final details of the development, so this  
24 is just the first pass, and I think so we're kind

1 of teed up to be extra careful about the  
2 perimeter of the property and how all that works  
3 on all those bases, so we'll be watching that  
4 real sensitive to it, but that being said, my  
5 standpoint is that this is down zoning and we're  
6 cutting the previously approved density down by  
7 half and where the townhomes might have been  
8 looking at more townhomes on a one-to-one basis,  
9 they're looking at single-family homes that are  
10 almost one-half the frequency of what would have  
11 been there under previously approved plans, so I  
12 would encourage moving forward on this project.

13 MR. KALLAS: Roberta, the cul-de-sac, the  
14 length of the cul-de-sac, are we setting a  
15 precedent if we pass this with the length of that  
16 cul-de-sac?

17 MS. GRILL: I believe we have other cul-de-sacs  
18 in the village that are this length?

19 MR. KALLAS: That length?

20 MS. GRILL: Yes.

21 MR. KALLAS: May I ask where? You should have  
22 been prepared for that.

23 MR. PLONCZYNSKI: I think Regency Oaks is  
24 pretty deep when you take it all into

1 consideration.

2 MS. GRILL: And we have other subdivisions  
3 that only have one access point, such as Charter  
4 Oaks, so we have -- I do have that.

5 MR. KALLAS: I figured you would.

6 MS. GRILL: So I have Charter Oaks, which has  
7 97 homes on it with one access point off of 59.  
8 I have Far Hills with 53 single-family homes. I  
9 have Preserve Trail with 17, and then I also  
10 noticed on the map today that the mobile home  
11 park has one access point with 500 units in it.

12 MR. KALLAS: That was built way back when.  
13 That's not how we live it now, but I was just  
14 wondering, you know, because they're adding onto  
15 our length by how much, what our standard is?

16 MS. GRILL: Our standard is 600, but we've had  
17 modifications for cul-de-sac lengths before. I  
18 just don't recall off the top of my head, but I  
19 can find that out.

20 MR. KALLAS: Just checking. You know how I am.

21 MS. GRILL: To go back to Mark's comment, in  
22 our staff report, you'll notice I have a  
23 condition in there, E, 1E and I'll read it into  
24 the record. It gives the staff a little bit of

1 flexibility here.

2 The preservation of existing trees around  
3 the perimeter of the property, and especially  
4 along the rear lot lines of 12 through 15, 18  
5 through 24, and 44 through 46, shall be reviewed  
6 and approved by the community development  
7 department and the village arborist at the time  
8 of final engineering at a building permit review.  
9 Additional evergreen trees will also be required  
10 to be planted for lots 12 through 15 and 18  
11 through 24 subject to the review and approval of  
12 the community development department.

13 So because we don't have final engineering,  
14 don't have final grades, and we needed more  
15 information, and I need to work with the  
16 landscape architect that they've hired, and we do  
17 have a tree preservation plan, but we can't make  
18 that decision until we see the final engineering.

19 MR. M. HOPKINS: Can I ask you to say whether  
20 by the time this comes back to us again, you  
21 know, should this pass tonight, will the  
22 engineering have been worked out with the church  
23 grading before it gets back to us.

24 MR. WYNSMA: Yes. And if, in fact, for some

1 reason we can't come to an agreement, there would  
2 be a portion of that north property line that  
3 will have a retaining wall, but either way final  
4 engineering will be worked out, and I would point  
5 out although we'll have details of final, my  
6 landscape architect is telling me that I'm wrong.  
7 That it would likely be a PVC material and it  
8 would likely be on steel posts for when grading.

9 MR. KALLAS: Okay. I found looking at the  
10 fences that they put up with wooden posts, you  
11 know, it doesn't take too long and they're laying  
12 down and everything else, and the ones I see with  
13 steel posts they're still standing there, and the  
14 PVC the ones on Army Trail have been in there for  
15 years and years and years and they're still  
16 standing there.

17 MR. WYNSMA: Yeah. Thank you.

18 MS. GRILL: I think to help address the  
19 church's issues, we can take off the labels of  
20 any easements that are currently -- they  
21 currently have labels stating those easements,  
22 and I think the church would feel more  
23 comfortable if we took those labels off and I can  
24 condition that, and the next review I do of these

1 plans, I can assure you we can take those labels  
2 off of there.

3 MR. M. HOPKINS: Terrific.

4 MS. GRILL: I think that would help.

5 MR. M. HOPKINS: So hearing that, I don't  
6 think we need a conditional approval then based  
7 on the grading.

8 MS. GRILL: And I think the church was  
9 concerned because those labels are on there and  
10 there has been no approval, so if we take the  
11 labels off until that has been negotiated and  
12 settled, I think everyone would feel a little  
13 more comfortable.

14 CHAIRMAN LEMBERG: Any other questions or  
15 comments?

16 MR. KALLAS: I'm going to before there is a  
17 motion made, I personally believe that when a  
18 builder comes in here if they can't build within  
19 our requirements, they shouldn't; and looking at  
20 what is the bulk regulation for SR-4 and what's  
21 proposed is a lot of changes. I'm told that's  
22 not a variance. I believe it is. I mean, you're  
23 going -- you know, your front yard, your  
24 backyard -- the only thing that you increase a

1 little bit by two feet is the side yard, but you  
2 cut down the size of your street.

3           You know, to me you're putting in  
4 something that is putting in more than what  
5 should be there; and, you know, I'm going to go  
6 back when we did most of these when we did the  
7 regulations for the village, I was one of the  
8 persons that originally started it, and I always  
9 believe that what we said what our directions are  
10 that they're followed; and, actually, looking at  
11 this, you're not -- you know, you're not  
12 following what we have said; and, you know, your  
13 houses look beautiful and, you know, I think you  
14 just jammed in more than maybe you -- you could  
15 have made this a little bit larger. Your lots a  
16 little bit larger, your houses would have looked  
17 better and everything else and that -- you know,  
18 I totally understand that you have to make money  
19 and with the piece of property you have it's hard  
20 to work with. I grant you that, but I think this  
21 could have been done a little bit better given,  
22 you know, you have certain regulations, you  
23 follow those certain regulations.

24           Now, the homes that back -- the townhomes

1 you're granting them 35 feet when the regulation  
2 actually says 45 feet, so if you would have had  
3 the 45 feet that would have been plus their 45  
4 feet, you would have had a bigger yard. Now,  
5 again, they cannot put any storage houses on or  
6 anything else and yet you can. The people that  
7 are buying your houses can, so these people what  
8 are they looking at? They come out of their  
9 backyard, they see a big storage house or like  
10 they say the swing sets. I mean, you got kids  
11 you have to have something. I'm not going to say  
12 that, but the thing is that they're looking out  
13 their backyard and what do they see? Now, unless  
14 you put in, you know, your landscaping that's  
15 going to block a lot of this, fine, but if you're  
16 going to put landscaping in now, it will take 20  
17 years before it's high enough so nobody can see  
18 what's back there, so I mean, I understand what  
19 problems you're having with this piece of  
20 property, but on the other hand -- I have a hard  
21 time in approving something like this, I really  
22 do.

23 I mean, I moved into this village when we  
24 had 3800 people, and I've been part of this plan

1 commission for over 24 years and a trustee for  
2 two, and I mean -- I just, you know -- I don't  
3 know. It's just something that I look at and say  
4 why? Why can't it be better? Why can't it be  
5 less homes and larger lots? Something that, you  
6 know, would give you -- you know, can give you  
7 better marketing.

8 CHAIRMAN LEMBERG: Any other comments,  
9 questions? Then I guess we'll be looking for --

10 MR. KALLAS: The one thing they did say that  
11 they're going to use steel posts or different  
12 fencing, so if you want to put that part of your  
13 motion, steel posts for the fence or --

14 MR. A. HOPKINS: Won't we see that when you  
15 come back?

16 MR. KALLAS: The thing is you don't put it in  
17 now, then we're going to have the same trouble we  
18 had last time. You put it in now and it's there.  
19 They come back and they say, no, they're not  
20 going to do it. No, they agreed to it from the  
21 beginning.

22 MR. PLONCZYNSKI: I would put it in with the  
23 steel post and then subject, as Mark stated and  
24 as Austin is saying, to their fence detail on the

1 plan.

2 MS. GRILL: We can amend the wood fence. D  
3 calls for a wood fence. I can take out the word  
4 wood and just an 8-foot high solid fence.

5 MR. KALLAS: Which is that, Roberta? I'm  
6 sorry.

7 MS. GRILL: 1D. I could take out the word  
8 wood in case there is an option for another type  
9 of fence.

10 CHAIRMAN LEMBERG: You're going to change that  
11 wording then?

12 MS. GRILL: I can take out the word wood if  
13 that's your motion. It's up to you.

14 MR. KALLAS: You don't want to put in at this  
15 point --

16 MS. GRILL: There is a possibility they might  
17 do a different type of fence, so I don't want to  
18 hold them to wood if they choose to do something  
19 different.

20 MR. KALLAS: All right. I understand.

21 CHAIRMAN LEMBERG: So then we're looking for a  
22 motion.

23 MR. KALLAS: You going to do each one  
24 separate?

1 CHAIRMAN LEMBERG: No. I'm going to do it as  
2 one. Looking for a motion to approve the  
3 petitioner's requests for, A, preliminary  
4 subdivision plat; B, preliminary PUD plan; C,  
5 rezoning from SR-5 PUD to SR-4 PUD; D, special  
6 use permits for a PUD in the SR-4 district; and  
7 E, a comprehensive plan amendment to the future  
8 land use plan to allow the subject property to  
9 change from commercial uses to suburban  
10 residential uses, and conditions and findings of  
11 fact.

12 MR. A. HOPKINS: So moved.

13 MR. MIASO: Second.

14 CHAIRMAN LEMBERG: Any further discussion?

15 Call the roll.

16 MR. PLONCZYNSKI: Austin Hopkins.

17 MR. A. HOPKINS: Yes.

18 MR. PLONCZYNSKI: John Miaso.

19 MR. MIASO: Yes.

20 MR. PLONCZYNSKI: Mark Hopkins.

21 MR. M. HOPKINS: Yes.

22 MR. PLONCZYNSKI: Tim Ridenour.

23 MR. RIDENOUR: Yes.

24 MR. PLONCZYNSKI: Jerry Kallas.

1 MR. KALLAS: No.

2 MR. PLONCZYNSKI: Diane Negele.

3 MS. NEGELE: Yes.

4 MR. PLONCZYNSKI: Tom Connor.

5 MR. CONNOR: Yes.

6 MR. PLONCZYNSKI: Motion carried.

7 CHAIRMAN LEMBERG: Thanks. Good luck.

8 MR. WYNSMA: Thank you.

9 CHAIRMAN LEMBERG: The next item on the agenda  
10 is old business, new business.

11 MR. PLONCZYNSKI: There will be a meeting in  
12 July as we have a case that is up for -- it's an  
13 industrial building and we have two special uses,  
14 so we'll have three cases, so just mark your  
15 calendar for July the 9th, I believe is the date,  
16 and that's all the --

17 MS. GRILL: And if you haven't noticed, this  
18 is Angela Zubko. She's our new Village planner.  
19 Some of you have already met Angela, and the  
20 final announcement is Julie has retired, so she  
21 has officially retired. 25 years.

22 CHAIRMAN LEMBERG: Do you have anything else?

23 MR. PLONCZYNSKI: No.

24 CHAIRMAN LEMBERG: Okay. Is there a motion to

1 adjourn.

2 MR. RIDENOUR: So moved.

3 MR. CONNOR: Seconded.

4 (Which were all the proceedings  
5 had at the hearing of the  
6 above-entitled cause.)

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

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

### **Narrative Description of the Development**

The petitioner, William Ryan Homes, Inc. ("Ryan") is the contract purchaser of a 13.5 acre parcel located on the east side of Naperville Road, South of Lake Street and the World Overcomers Church. The property lies within the corporate limits of the Village and is more fully described in the documents accompanying this application.

In 2006, the property was zoned from B-3 to SR-5 PUD (Multiple Family) pursuant to an application for Bravo Sound Subdivision, an 87 unit townhome development which received preliminary plat approval and was then abandoned. In 2007, a new developer attempted to complete the 87 unit development with larger townhomes and upgrades to the elevations. The new development was approved as "Bartlett Ridge", but no plat was recorded.

Ryan now seeks to develop the property and construct single family homes thereon. The process will include a downzoning of the property from SR-5 to SR-4 with a PUD overlay for 43 single family lots. The development will continue to be called Bartlett Ridge.

In addition to the rezoning, Ryan seeks (a) an amendment to the Comprehensive Plan, which currently describes the property as "commercial", and (b) a PUD overlay as a special use which will incorporate any modifications to ordinance requirements in one application request, thus avoiding multiple petitions.

We have submitted to the Village our revised application containing plans and documents which address the comments from the Village Board, residents and Staff to our Concept Plan presented at the initial Committee Meeting.

We look forward to working with the Village and hope to get started with our development in early Fall, 2015.



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

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

For Office Use Only	
Case #	<u>14-29</u>
RECEIVED COMMUNITY DEVELOPMENT	
DEC 23 2014	
VILLAGE OF BARTLETT	

**PROJECT NAME** Bartlett Ridge

### PETITIONER INFORMATION

**Name:** William Ryan Homes, Inc.

**Phone:** 847-519-9230

**Address:** 945 N. Plum Grove Rd

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

Schaumburg, IL 60195

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

\_\_\_\_\_

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

### PROPERTY OWNER INFORMATION

**Name:** Old Second National Bank

**Phone:** 630-892-2412

**Address:** 37 S. River St.

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

Aurora, IL 60506

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

\_\_\_\_\_

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

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

Annexation  Special Use (please describe) \_\_\_\_\_

PUD (preliminary)  Variation (please describe) \_\_\_\_\_

PUD (final)  Rezoning from SR-5 to SR-4

Subdivision (preliminary)  Text Amendment

Subdivision (final)

Site Plan

Unified Business Center Sign Plan

Other (please describe) Amendment to Comprehensive Plan to amend Future Land Use Plan to change the property from commercial to Suburban Residential (2-5 du/net acre)

### 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:** East side of Naperville Rd.  
1200 feet south of Lake St.

**Property Index Number ("Tax PIN"/"Parcel ID"):** 06-28-102-007-0000;06-28-102-016-0000;  
06-28-102-017-0000; 06-28-202-011-0000; 06-28-400-008

**Zoning:** Existing: SR-5 PUD **Land Use:** Existing: Vacant  
(Refer to Official Zoning Map)  
Proposed: SR-4 PUD Proposed: Single family homes

**Comprehensive Plan Designation for this Property:** Commercial  
(Refer to Future Land Use Map)

**Acreage:** 13.54 acres

**For PUD's and Subdivisions:**

No. of Lots/Units: 43 SF / 48 TOTAL

Minimum Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

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

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

**Attorney** Mark C. Eiden  
EidenLaw  
611 S. Milwaukee Ave., Suite 4, Libertyville, IL 60048  
224-513-5500 (Phone) 224-513-5501 (fax) meiden@eidenlaw.com (email)

**Engineer** Christian-Roge & Associates, Inc.  
attn: Bill Myers  
211 W. Wacker Dr., Chicago, IL 60606  
312-372-2023 (phone) Myersb@christianroge.com

**Surveyor** Christian-Roge & Associates, Inc.  
see above

**Land Planner** Christian-Roge & Associates, Inc.  
see above

Landscape Architect; Krogstad Land Design Limited

Attn: Karl T. Krogstad

**Other**

519 Pembroke Ct. N. Crystal Lake, IL 60014

815-529-1511 (phone) Krogstad@landdesignlimited.com (email)

**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.)**

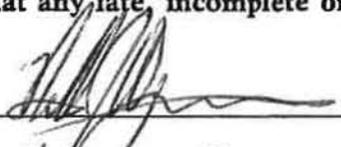
**\*\*PLEASE FILL OUT THE FOLLOWING FINDINGS OF FACT AS THEY\*\*  
**\*\*RELATE TO YOUR CASE.\*\*****

RECEIVED  
COMMUNITY DEVELOPMENT  
DEC 23 2014  
VILLAGE OF  
BARTLETT

**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.

William Ryan Homes, Inc.  
SIGNATURE: \_\_\_\_\_



PRINT NAME: \_\_\_\_\_

NATHAN WYNSMA

DATE: \_\_\_\_\_

12/22/14

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

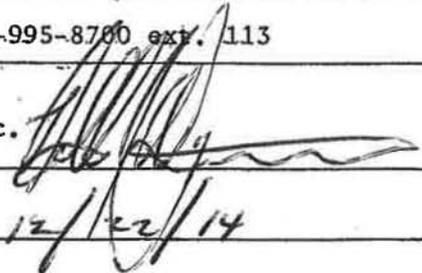
The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed 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: Nathan Wynsma

ADDRESS: 945 N. Plum Grove Rd.  
Schaumburg, IL 60195

PHONE NUMBER: 847-995-8700 ext. 113

William Ryan Homes, Inc.  
SIGNATURE: By: \_\_\_\_\_



UP LAND

DATE: \_\_\_\_\_

12/22/14

## Development Standards

### STANDARDS FOR REZONING

The following are petitioner's responses to the *LaSalle* and *Sinclair* zoning standards as they apply to the Property and proposed development..

1. The existing uses and zoning of nearby property.

This is the most important factor in a zoning case.

Please refer to the map on the following page which depicts the zoning classification and current uses on adjoining properties. All of the surrounding properties have more intense zones and uses, except for the ER-1 parcel to the east of Lot 46, and the Villa Olivia golf course across Route 59 to the west. The ER-1 parcel is vacant and adjoins the proposed Bartlett Ridge detention pond, park and bike path. The remaining properties are either in business or higher density multi-family residential zones. Ryan is requesting to re-zone the property from SR-5 PUD to SR-4 PUD, i.e. from a higher residential density to a lower residential density, to allow for single family rather than multi-family homes. The adjoining properties located along Lake Street to the north are appropriately zoned in the B-3 and B-4 business districts. Therefore, the property is in a mixed use neighborhood where abutting uses are compatible with Ryan's proposal.

2. The extent to which property values are diminished by the particular zoning restrictions.

This is the only single family residential development in relation to perimeter properties, although there are single family homes west of the Villa Olivia golf course. All of the zones are either commercial, multi-family or vacant. Theoretically, development of the property at its existing higher intensity classification would result in higher value. The petitioner is looking for a less intense use. To argue that the values of surrounding commercial and multi-family developments are adversely impacted because they are not bordered by multi-family but rather single-family residences, would defy logic and common sense. Down-zoning is unusual. These standards were primarily intended to protect against the adverse impacts on value resulting from up-zoning.

3. The extent to which destruction of property values promotes the health, safety, morals or general welfare of the public.

Ryan's proposal is the inverse of the usual situation because it calls for a down-zoning from a more intense zone. In the usual case, keeping existing zoning results in a hardship to an applicant who is trying to obtain higher density or a different category of use. Here the requested zoning results in less intensity and so it is the requested density that theoretically results in the destruction of value, not the continuation of current zoning.

Public health, safety, morals or general welfare are equally supported by R-5 PUD and R-4PUD. There is nothing about a residential development in either the R-5 PUD or R-4 PUD zone that is adverse to these public concerns. Ryan's proposed use will be (a) designed and built according to Village codes and ordinances, (b) served by public sewer and water infrastructure, with (c) onsite detention and appropriately designed stormwater systems and (d) approved by all required agencies. This standard is intended to protect the public from unreasonable "up-zoning" to higher density, or from offensive uses not in keeping with the neighborhood. Neither is present here.

Therefore, there is no argument that a downzone so detracts from the public interest that the public interest outweighs the damage done to the landowner by keeping his property zoned R-5 PUD.

4. The relative gain to the public as compared to the hardship imposed upon the individual property owner.

The arguments in #3 above also apply to this standard. There is no public gain by keeping the property at a higher density in the same use category (residential). The underlying owner does not suffer a hardship if the higher intensity is preserved, except to the extent that the bank owner has to carry the property if Ryan cancels the purchase contract.

5. The suitability of the subject property for the zoned purposes.

The property itself is equally suitable for development under the R5 PUD zone or the R4 PUD zone. Ryan's studies and tests submitted with this application show that there are no unusual property characteristics, such as soil conditions, drainage or insufficient public utilities, that would make it unsuitable for R4 residential development. Multi-family and business uses have already been deemed acceptable under prior zoning and approvals. Furthermore, there are no additional public services that are needed to accommodate a single family development resulting down-zoning.

6. The length of time the property has been vacant as zoned in the context of land development in the vicinity of the subject property.

The property is vacant and has been vacant for a long time, notwithstanding that all but a small portion of adjoining property has been developed. This is an infill parcel. There have been several attempts to develop multi-family housing on the property in the last decade, but all such attempts were abandoned (See the discussion in #7 below). Ryan is a successful home builder and a survivor of the great recession. In view of the historical vacancy of the property, and Ryan's success at understanding the demand in local markets, the rezoning is appropriate to allow this vacant property to be developed as now proposed.

7. The care which the community has undertaken to plan its land use development.

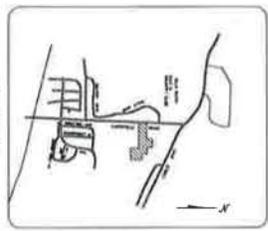
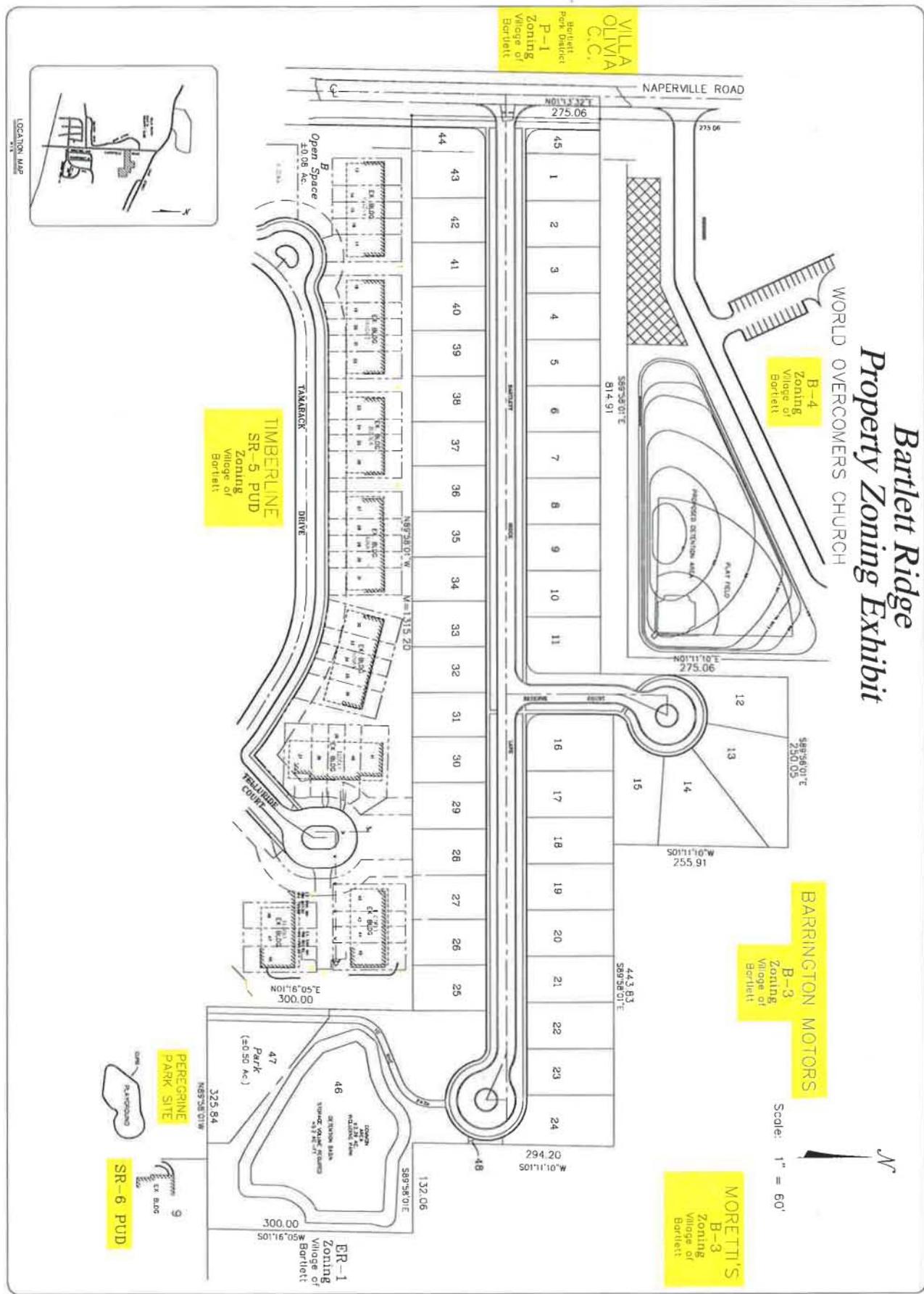
Prior to 2006, the property was zoned B-3 (Neighborhood Shopping). At that time and at the current time, the Comprehensive Plan Future Land Use Map identified the property as "Commercial". The property was rezoned from B-3 to the SR-5 PUD (Multiple Family) District by Ordinance #2006-75 for the Bravo Sound Subdivision. This was an 87 unit townhome development granted Preliminary Subdivision/PUD Plan approval. A final development plan was never submitted. A new developer approached the Village a year later to finalize these plans, which included larger townhomes and upgrades to the elevations. This amended 87 unit Preliminary/Final PUD Plan was approved by Ordinance #2007-102 and was known as Bartlett Ridge. That development was also never built. The Comprehensive Plan was not amended from "Commercial" to recognize the residential development approvals. Ryan seeks an amendment to the Village's Future Land Use Plan to change the designation of this property from "Commercial" to "Suburban Residential (2-5 dwelling units/net acre)" to track the change to residential use that was previously approved. Ryan's development density is 4.02 dwelling units/net acre which would meet the Suburban Residential requirements. This would be an appropriate amendment given the fully developed nature of its surroundings and prior approval as a residential use.

8. The evidence or lack of evidence of community need for the proposed use.

Residential development contributes to the tax base of the Village. Additionally, the development will support the retail and other businesses in the community.

# Bartlett Ridge Property Zoning Exhibit

WORLD OVERCOMERS CHURCH



Scale: 1" = 60'

SHEET NO. 1  
DATE: 05/12/15  
JOB NO. 14-035

**CR & A**  
Engineers  
Architects  
Surveyors

CHRISTIAN-ROGE & ASSOC., INC.  
211 WEST WACKER DRIVE  
CHICAGO, ILLINOIS 60606  
(312) 372-2023  
FAX (312) 372-5274

PREPARED FOR:

**WILLIAM RYAN HOMES, INC.**  
945 NORTH PLUM GROVE ROAD  
SCHAUMBURG, IL 60195  
(847) 519-9230

Drawn By: SM    Designed By: MM    Scale: 1" = 60'

**PROPERTY ZONING EXHIBIT**

REVISIONS	

## **FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENTS**

Both the Plan Commission and the 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.

Bartlett Ridge and its surrounding properties create a large mixed use neighborhood consisting of single family and park uses within the property, commercial uses to the north and east, multi-family uses to the south and southeast, and a golf course and single family residences in Villa Olivia to the west. This mix provides a wide range of well integrated community uses, thus contributing to public convenience and general welfare.

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 development will comply with all approval ordinances and Village Codes, thus protecting public health and safety. Residential development generally has no adverse impact on public health, safety, morals, comfort, or general welfare and there is nothing unusual about this development that will distinguish it from other residential developments under this standard. All of the surrounding uses are either commercial, multifamily or vacant. Therefore, as a less intense use, it will not injure property values in the vicinity.

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

Agreed.

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

As part of the approval process for Bartlett Ridge, the petitioner seeks an amendment to its Comprehensive Plan. The Plan still depicts the property as commercial,

even though it was previously zoned SR-5 PUD without a plan amendment. This will be corrected with the re-zoning of the property to SR-4 PUD.

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.

Assuming the Property is re-zoned to SR-4, Ryan's proposed use for single family residential homes is a permitted in the SR-4 zone.

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.

A residential development approved under Village ordinances and special use conditions will not endanger public health, safety and welfare. All applicable engineering and design requirements and building codes will be followed unless amended pursuant to the approval process. As discussed elsewhere, the property is located in a mostly developed area of compatible uses. A declaration of covenants will be recorded creating a homeowners Association and providing for collection of assessments for maintenance of common areas. The declaration also restricts undesirable activities and controls architecture.

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.

All of the surrounding properties are already developed with the exception of the property east of the 2.4 acre detention pond/park, zoned ER-1. The detention/park (Lots 46 and 47) will not interfere with development of the ER-1 property, since the ER-1 parcel has separate access. The zoning intensity of the subdivision is less than all of its surrounding properties and will not create any noise, smoke, fumes, congestion or other conditions adverse to the use of surrounding properties.

As elaborated in Finding 1 above, the mix of the proposed use with the surrounding uses provides a wide range of well integrated community development.

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

Agreed, subject to an adjustment of the park fee to account for the value of the open space and park on Lots 46 and 47.

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

Ryan has submitted its preliminary engineering, which is subject to Village approval and demonstrates the adequacy of these facilities.

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.

There will be two (2) off street parking spaces per lot in the proposed driveways. The petitioner is planning to install an emergency access driveway on the east side of the subdivision (through Moretti's) which, when combined with the main subdivision entrance on Naperville Road, will provide access on both ends of the subdivision to emergency vehicles.

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 site abuts developed property on all sides, except for vacant property to the east. The World Overcomers Church lies along most of the north line of the property. The improvements on the church property are significantly offset from Bartlett Ridge and neither use generates noise, unsightliness or offensive activities. Other uses to the north and northeast (Barrington Motors and Morretti's Restaurant and Bar) generate significant noise. The landscape plan provides methods to buffer this noise from the affected lots within Bartlett Ridge. Properties to the east are buffered by the 2.4 acre detention pond/park property. Timberline Subdivision along the south property boundary is buffered by greater set-backs. Common Area Lots 44 and 45 buffer the subdivision from Naperville Road.

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

The completion of the subdivision improvements will be bonded as required by the Village. There will also be a maintenance bond as and if required by the Village, plus a homeowner's association which has the power to assess homeowners for the maintenance activities outlined in the Covenants.

Ryan is a respected builder in the Chicagoland area, and is using marketing professionals and a quality design team to attract customers to this development. Ryan has numerous active developments, including Sunset Hills in Bartlett, which are performing well in this post-recession housing market.

## **FINDINGS OF FACT FOR SPECIAL USES**

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

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

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

Bartlett Ridge and its surrounding properties create a mixed use neighborhood consisting of single family and park uses within the property, commercial uses to the north and east, multi-family uses to the south and southeast, and a golf course and single family residences in Villa Olivia to the west. This mix provides a wide range of well integrated community uses, thus contributing to public convenience and general welfare.

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

Public health, safety, morals or general welfare are equally supported by R-5 PUD and R-4PUD. There is nothing about a residential development that is adverse to public health, safety, morals or general welfare, whether in the R-5 PUD or R-4 PUD zone, which is (a) designed and built according to Village codes and ordinances, (b) served by public sewer and water infrastructure, with (c) onsite detention and appropriately designed stormwater systems and (d) approved by all required agencies. This standard is generally intended to protect the public from unreasonable "up-zoning" to higher density, or from offensive uses not in keeping with the neighborhood, neither of which are present here.

All of the surrounding uses are either commercial, multifamily or vacant. Therefore, this down-zoning to a less intense use will not injure property values in the vicinity.

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

Agreed, subject to review of the stipulations and conditions when they are formulated.

# LOCATION MAP

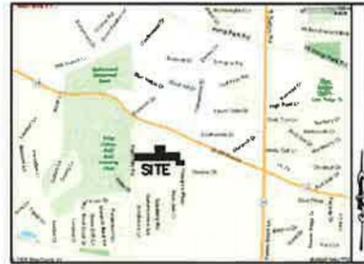
## Bartlett Ridge



# PRELIMINARY PLAT OF SUBDIVISION BARTLETT RIDGE

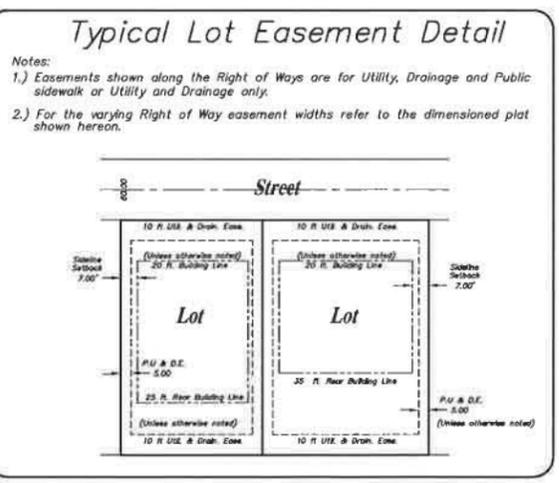
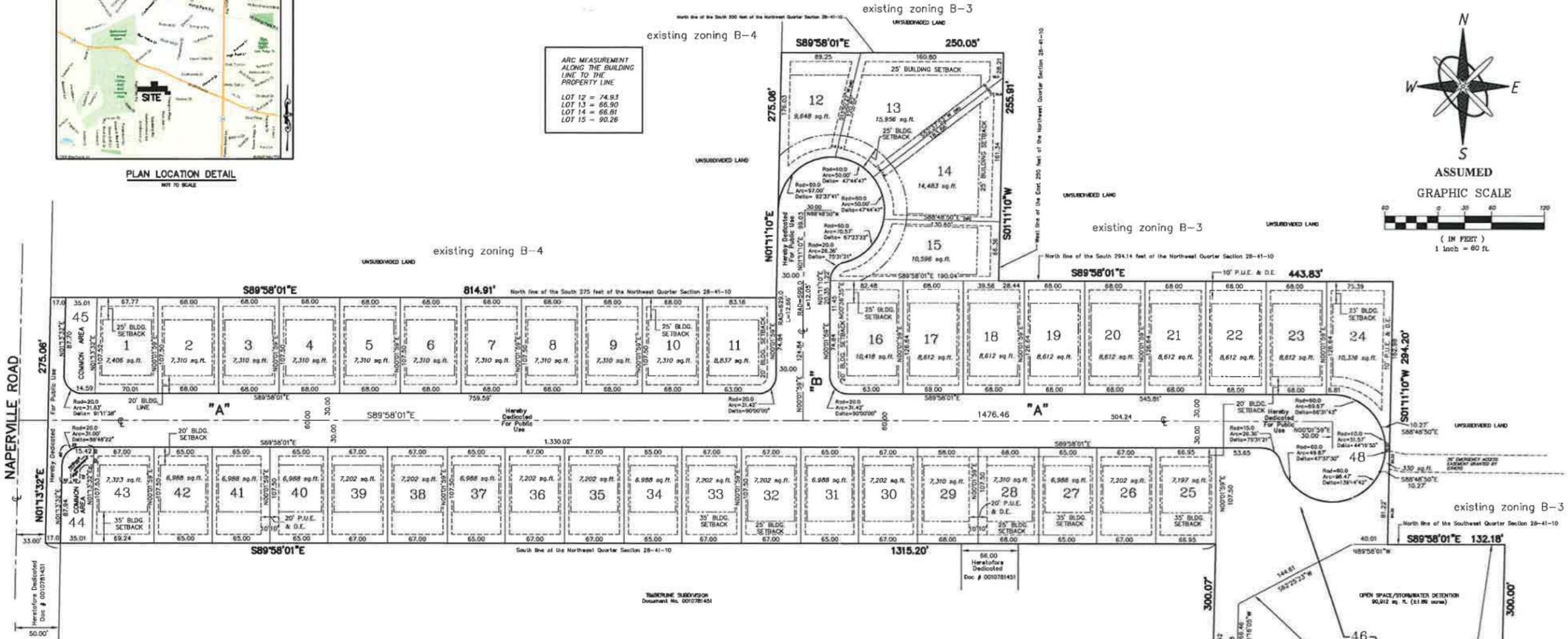
of that part of Section 28, Township 41 North, Range 9 East of the  
Third Principal Meridian, all in Cook County, Illinois.  
13.50± Acres

PIN  
06-28-102-007  
06-28-400-008  
Part of  
06-28-102-004  
06-28-102-005  
06-28-202-005



PLAN LOCATION DETAIL  
NOT TO SCALE

ARC MEASUREMENT  
ALONG THE BUILDING  
LINE TO THE  
PROPERTY LINE  
LOT 12 = 74.93  
LOT 13 = 66.90  
LOT 14 = 66.81  
LOT 15 = 90.26



### Site Data Table

Land Use	Area (Acres)
Single Family Homes	8.01±
Common Space (incl. Detention)	2.76± *
Interior Street R.O.W.	2.77±
<b>Total</b>	<b>13.54±</b> Ac.

**Density**  
Total Number Lots = 48  
Total Single Family Lots = 43  
Average Single Family Lot Size = 8,126± Sq. Ft.  
Total Area = 13.54± Acres  
Gross Density = 3.15 D.U. Per Acre

**Non Single Family Lots**  
Lot 44, 3,682 Sq. Ft., Common Area  
Lot 45, 3,673 Sq. Ft., Common Area  
Lot 46, 90,812 Sq. Ft., Common Area  
Lot 47, 21,882 Sq. Ft., Park Site  
Lot 48, 330 Sq. Ft. HOA

\* Area in Detention = 1.57 ± Acres

TAX BILL TO:  
WILLIAM RYAN HOMES, INC.  
945 NORTH PLUM GROVE ROAD  
SCHAUMBURG, IL 60195  
(847) 519-9230

PREPARED BY:  
CHRISTIAN ROGE & ASSOC. INC.  
ILLINOIS PROFESSIONAL DESIGN FIRM  
LICENSE NUMBER 184.002000  
EXPIRES APRIL 30, 2015

Drawn By: JSD Designed By: JED Scale: 60:1  
**PRELIMINARY PLAT OF SUBDIVISION**

1	10/23/14	ISSUED	DEC.
2	10/23/14	REVISED	FOR WALKER CT
3	03/27/15	REVISED	FOR WALKER DRIVE
4	04/28/15	REVISED	FOR WALKER SOUTH ACCESS RTE.
5	05/20/15	REVISED	FOR WALKER/TABLES

REVISIONS

PREPARED FOR:  
**WILLIAM RYAN HOMES, INC.**  
945 NORTH PLUM GROVE ROAD  
SCHAUMBURG, IL 60195  
(847) 519-9230

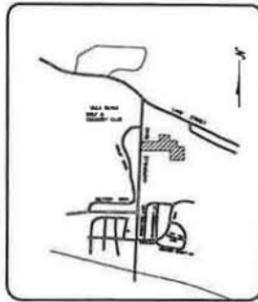
**CHRISTIAN ROGE & ASSOCIATES, INC.**  
211 WEST WACKER DRIVE  
CHICAGO, ILLINOIS 60606  
(312) 372-2023  
FAX (312) 372-5274

CR & A  
Engineers  
Planners  
Surveyors

SHEET NO.  
1  
OF 2  
DATE: 02/06/15  
JOB NO. 14-055

PRELIMINARY SUBDIVISION PLAT

# Bartlett Ridge Preliminary P.U.D. Plan



WORLD OVERCOMERS CHURCH

B-4  
ZONING  
VILLAGE OF  
BARTLETT

S89°58'01"E  
250.05



Scale: 1" = 60'

BARRINGTON MOTORS

B-3  
ZONING  
VILLAGE OF  
BARTLETT

### Site Data Table

Land Use	Area (Acres)
Single Family Homes	8.01±
Common Space (incl. Detention)	2.72±
Emergency Access Easement	0.01±
Interior Street R.O.W.	2.77±
<b>Total</b>	<b>13.54± Ac.</b>

Density	
Total Number Lots = 48	
Total Single Family Lots = 43	
Average Single Family Lot Size = 8,126± Sq. Ft.	
Total Area = 13.54± Acres	
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Lot 48, 330 Sq. Ft. HOA	

\* Area in Detention = 1.57 ± Acres

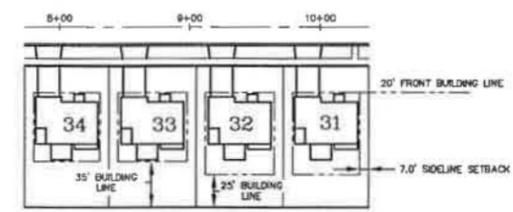
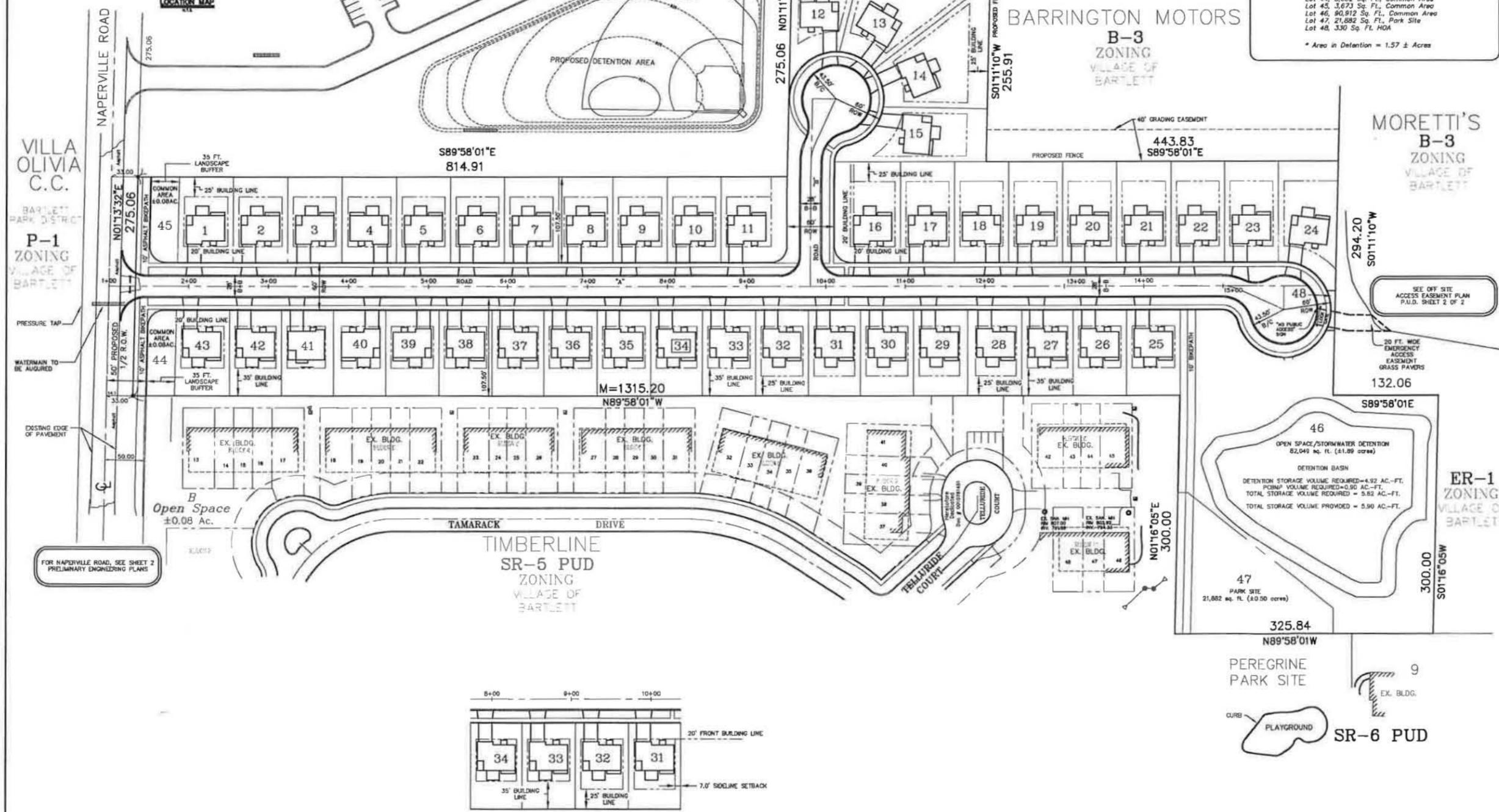
Drawn By: *SM*    Designed By: *WAM*    Scale: 1" = 60'

PRELIMINARY P.U.D. PLAN	
1 10/23/14	REVIEWED G.C.
2 02-06-15	REVIEW & REVISE PER VALUZE REVIEW
3 02-20-15	REVIEW & REVISE PER VALUZE REVIEW
4 04-20-15	REVIEW PER VALUZE REVIEW

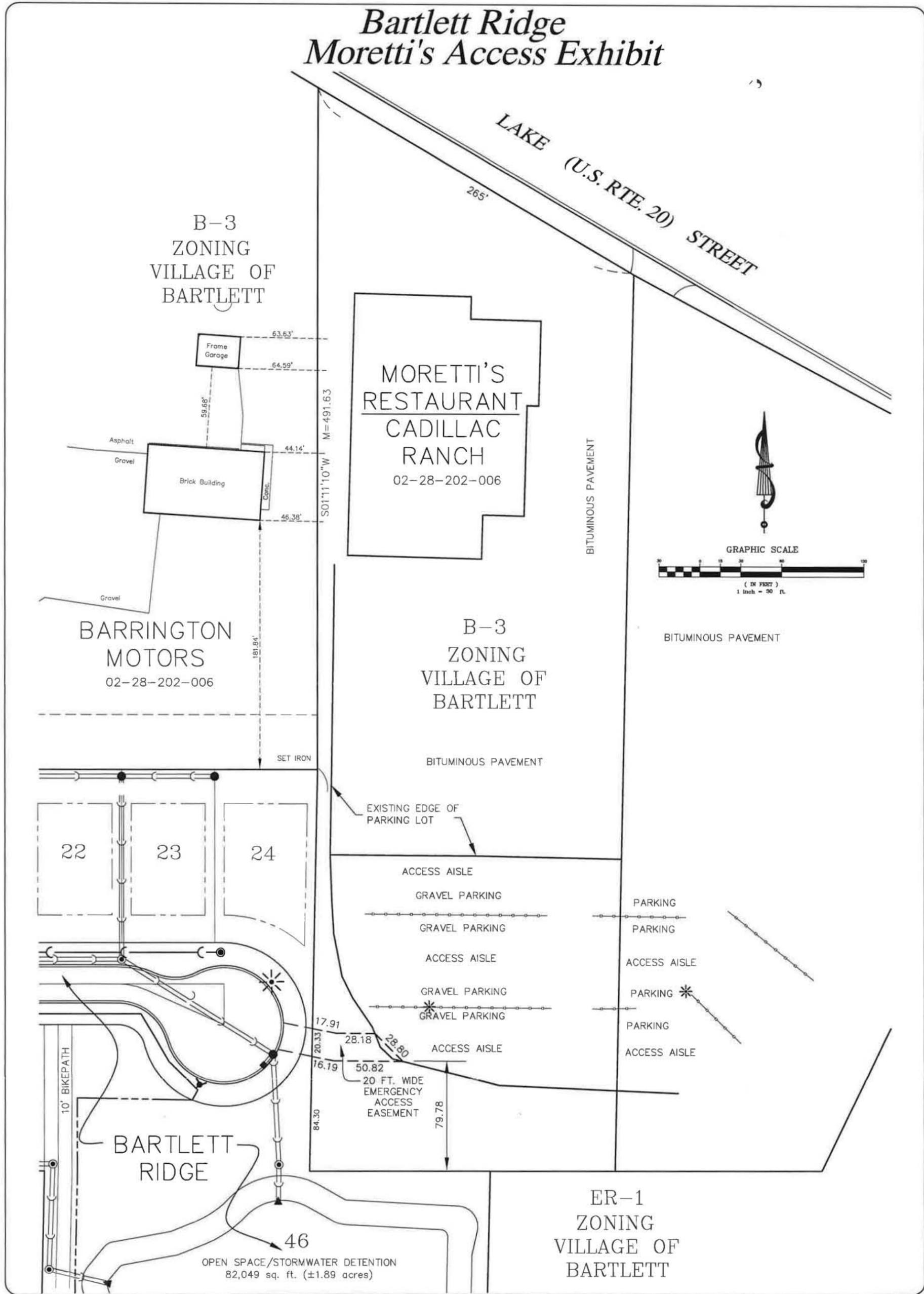
PREPARED FOR:  
**WILLIAM RYAN HOMES, INC.**  
945 NORTH PLUM GROVE ROAD  
SCHAUMBURG, IL 60195  
(847) 519-9230

CHRISTIAN-ROGE & ASSOC., INC.  
211 WEST WACKER DRIVE  
CHICAGO, ILLINOIS 60606  
(312) 372-2023  
FAX (312) 372-5274

SHEET NO.  
1  
OF 2  
DATE: 02/06/15  
JOB NO. 14-055



# Bartlett Ridge Moretti's Access Exhibit



DATE: 05/27/15  
JOB NO. 14-055  
SHEET NO. 1

**CR & A**  
Engineers  
Planners  
Surveyors  
**CHRISTIAN-ROGE & ASSOC., INC.**  
211 WEST WACKER DRIVE  
CHICAGO, ILLINOIS 60606  
(312)372-2023  
FAX(312)372-5274

PREPARED FOR:  
**WILLIAM RYAN HOMES, INC.**  
945 NORTH PLUM GROVE ROAD  
SCHAUMBURG, IL 60195  
(847) 519-9230

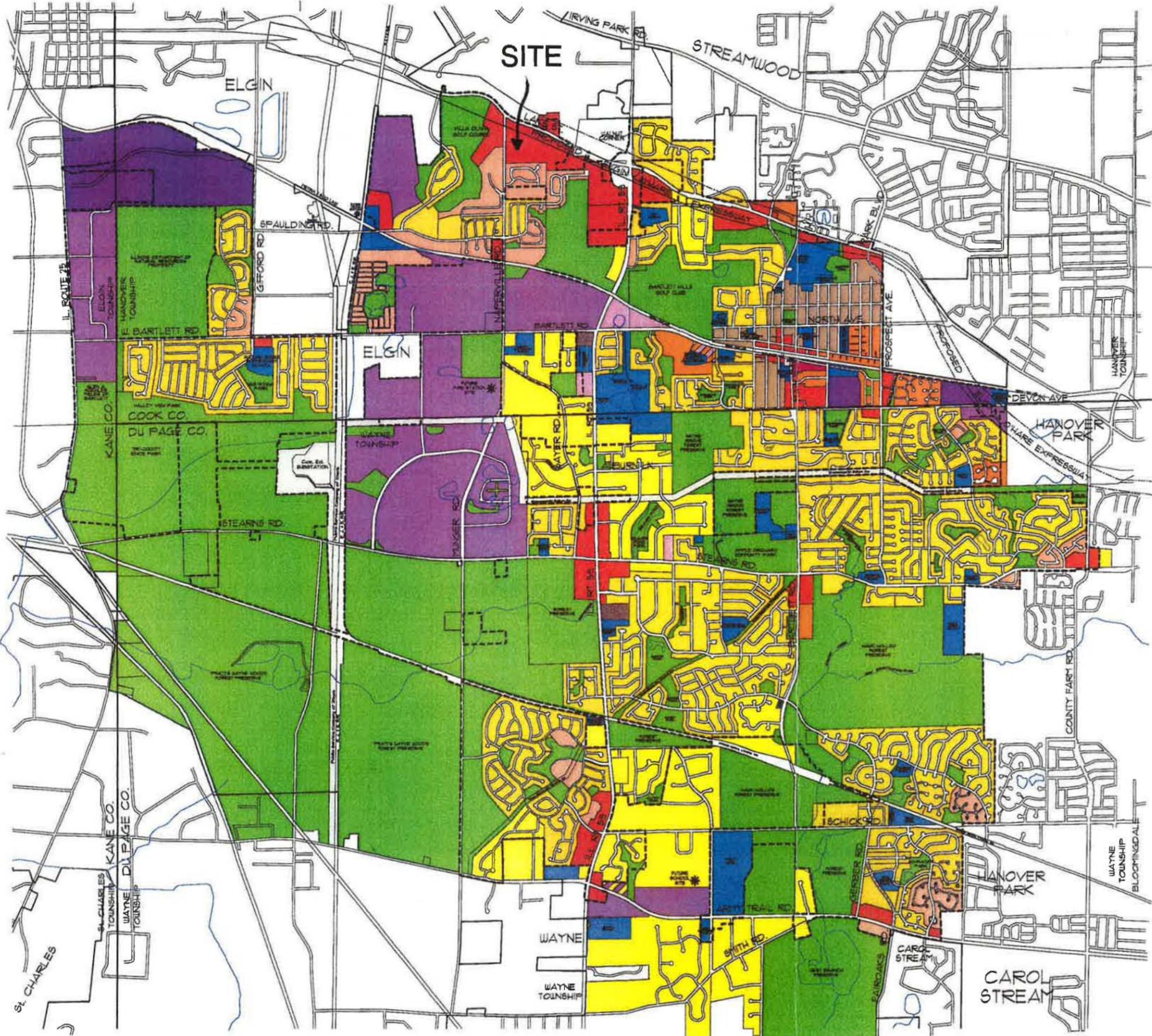
Drawn By: JV    Designed By: WAM    Scale: 1" = 30'

**MORETTI'S ACCESS EXHIBIT**

REVISIONS		
1	6-5-15	ADDED SURFACE CONSTRUCTION

# Future Land Use Plan

## The Village of Bartlett



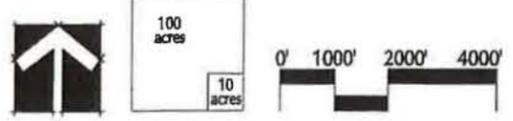
### LEGEND

- Estate Residential  
(0-2 du/net acre)
- Suburban Residential  
(2-5 du/net acre)
- Village Center Residential  
(5-7 du/net acre)
- Attached Residential - Low Density  
(5-8 du/net acre)
- Attached Residential - Medium Density  
(8-14 du/net acre)
- Attached Residential - High Density  
(14-34 du/net acre)
- Commercial
- Office
- Village Center Mixed Use
- Mixed Use Business Park
- Industrial
- Municipal/Institutional
- Open Space/Recreation
- Utility
- Municipal Boundary
- Proposed Road

### REVISIONS

ADOPTED	9/5/95
AMENDED	11/4/97
AMENDED	3/17/98
AMENDED	8/20/02
AMENDED	12/21/04

December 2004



Evanston, IL 60201  
(847) 869-2015

# THE COVENTRY

2,200 to 2,322 Square Feet

3 Bedrooms • 2.5 Bathrooms • 2 Car-Garage • Partial Basement

Optional: 4' Garage Bump, 3 Car Garage, Great Room Extension, Bedroom 3 Bay

To see flexible options for this home, view our interactive floor plans at [www.WilliamRyanHomes.com](http://www.WilliamRyanHomes.com)



Colonial - Scheme 3



Colonial B - Scheme 3



Craftsman - Scheme 7



Prairie - Scheme 9



# THE JERICHO

2,935 to 3,613 Square Feet

4 Bedrooms • 2.5 Bathrooms • 3 Car Tandem Garage • Full Basement

Optional: 4' Garage Bump, 4 Car Tandem Garage, Family Room Extension, Morning Room, Super Island with Morning Room, Breakfast Bay, Study ILO Tandem, Alternate 2nd Floor, Garden M. Bath, Designer M. Bath, Butler's Pantry, Chef's Kitchen, Estate Kitchen

To see flexible options for this home, view our interactive floor plans at [www.WilliamRyanHomes.com](http://www.WilliamRyanHomes.com)



Colonial - Scheme 5



Colonial B - Scheme 11



Georgian - Scheme 9



FolkVictorian - Scheme 17



Craftsman - Scheme 14



Prairie - Scheme 21



William Ryan Homes

Dimensions are approximate and differ from actual plans and are subject to change without notice. Floor plans vary per elevation. Windows, doors and ceiling lines vary on options and alternate elevations selected. Specifications, equipment, plans and pricing are subject to change without notice. Handicapped accessibility and load capacity are artist's conception only. Some optional features may not be shown. Optional items indicated are available at additional cost. This brochure is for illustrative purposes only and not part of a legal contract. Speak with a Sales Representative for complete information. Copyright © 2014 William Ryan Homes, Inc. All Rights Reserved.



Rev. 20140121

[williamryanhomes.com](http://www.williamryanhomes.com)

# THE SHERIDAN

2,508 to 2,917 Square Feet

4 Bedrooms • 2.5 Bathrooms • 3 Car Tandem Garage • Full Basement

Optional: 4' Garage Bump, 4 Car Tandem Garage, Family Room Extension, Morning Room, Super Island with Morning Room, Breakfast Bay, Study ILO Tandem, Garden M. Bath, Designer M. Bath, Chef's Kitchen, Estate Kitchen

To see flexible options for this home, view our interactive floor plans at [www.WilliamRyanHomes.com](http://www.WilliamRyanHomes.com)



Colonial - Scheme 4



Colonial B - Scheme 6



Georgian - Scheme 9



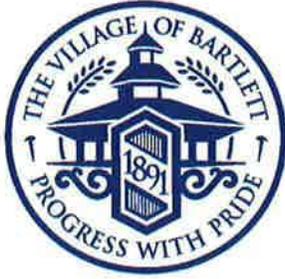
Craftsman - Scheme 13



Folk Victorian - Scheme 19



Prairie - Scheme 22



## Agenda Item Executive Summary

Item Name Concept Plan # 15-01 - Aberdeen Luxury Apartments Committee or Board Village Board Committee

### BUDGET IMPACT

Amount: n/a Budgeted n/a

List what fund n/a

### EXECUTIVE SUMMARY

A CONCEPT PLAN review (a conceptual review of a proposed development project where the petitioner requests input and direction from the Village Board Committee prior to their full submittal of an application).

### ATTACHMENTS (PLEASE LIST)

CD Memo, Concept Application, Rt. 59/Lake St. TIF Map, Location Map, photos of proposed buildings, Concept Plan.

### ACTION REQUESTED

For Discussion Only  to discuss the project and if the Village Board Committee gives a favorable review of this Concept Plan, the Petitioner could proceed with a full submittal of a Preliminary/Final PUD Plan.

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion \_\_\_\_\_

Staff: Jim Plonczynski, Community Develop. Director Date: 6/27/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-117**

DATE: June 27, 2015  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, CD Director  
RE: **(CP #15-01) Aberdeen**

---

**PETITIONER**

Joe Elias, Vintage Homes

**SUBJECT SITE**

South side of Rt. 20, west of Rt. 59

**REQUEST**

Concept Development Proposal Review

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Vac./Empty Bldg.</b>	<b>Commercial</b>	<b>ER-1/C-8*</b>
North	Townhomes	Streamwood Town. Res.**	R-5 PUD**
South	MF Residential	MF Residential	SR-6PUD
East	Rt. 59 Ramp	Commercial	ER-1
West	Restaurant	Commercial	B-3/SR5PUD

\*Unincorporated Cook County \*\*Streamwood

**HISTORY**

1. The 10 acre portion of the site located west of Horizon Drive was annexed into the Village as a precursor to a commercial/residential development proposal in 2005 (Ord.# 2005-62). The parcel was zoned ER-1 upon annexation and was never rezoned as the mixed use project did not move forward.
2. The property went through a foreclosure proceeding and was sold for taxes to the current owner. There have been numerous inquiries with the Staff for a multi-family residential development on this site. The current Concept Plan petitioner, Vintage Elegant Family Estates is the first to take a project idea through the Concept process.

3. The parcels east of Horizon Drive were purchased by the Village for \$2.75 million as part of a land swap with the World Overcomer's Church who was interested in locating at this site. The church eventually located and built at Naperville Rd. and Rt. 20. In 2004, there was a 500,000 square foot shopping center proposed for the Rt. 59 and Lake St. TIF area (see attached map) as the main impetus for the Village to engage in the land swap with the Church. The Village still owns these two parcels.

### **CURRENT DISCUSSION**

4. The petitioner is also interested in purchasing the two (2) Village owned parcels (11 acres) to the east of Horizon Drive. The petitioner is requesting a Concept review of a development proposal for the 21 acres that would contain twelve (12) luxury rental residential buildings with 432 units on the site (see attached site plan). Each building would be three stories high with thirty-six (36) dwelling units in each building. There is also a 25,000 square foot convenience commercial component in the project. These uses would primarily serve the residents of the development. There is also an on-site clubhouse/rental office with pool, fountain/park with gazebo and community gardens. Sidewalks and trails would be provided around the site. The site would be landscaped and buffered around the perimeter as well as around the parking areas within the site.
5. The petitioner has stated that the luxury apartments would have a \$125-\$150 per square foot construction cost that would generate substantial property tax and would be targeted to empty nesters, singles and young professional couples with no children.
6. Vehicular access is proposed to be via Horizon Drive to Rt. 20. There have been comments that a traffic signal may be warranted by IDOT as a result of this development. The petitioner would address that with IDOT in the future.
7. This property is currently identified on the Village's Comprehensive Plan as Commercial. The Comprehensive Plan reflects the nature of the previously proposed commercial shopping centers in the area of the Rt. 59 and Lake St. TIF District. There has been no recent commercial proposals in the area.
8. A stormwater detention area is being proposed for the southwest portion of the site and the petitioner would be required to meet the DuPage County Stormwater Ordinance.
9. The site also contains a small wetland that would be left in its current condition surrounded by a buffer. The petitioner would have to obtain an assessment of the wetland and would follow through with a full delineation to meet the requirements of the Cook County wetland ordinances.

**RECOMMENDATION**

The petitioner is looking for some direction from the Village Board Committee on whether to proceed with the project.

/jjp/attachments

x:\comdev\mem2015\117\_aberdeen\_vbc.docx



# VILLAGE OF BARTLETT CONCEPT PLAN APPLICATION

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

Case #

CP #15-01

RECEIVED  
COMMUNITY DEVELOPMENT

APR 23 2015

VILLAGE OF  
BARTLETT

PROJECT NAME Aberdeen

## PETITIONER INFORMATION

Name: Vintage Inc.

Phone: 847-844-9500

Address: 100 W. Higgins Road

Fax: 847-844-9600

Suite H-70

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

South Barrington, IL 60010

Email: joe@vintageluxuryhomes.com

## PROPERTY OWNER INFORMATION

Name: Vintage Inc.

Phone: 847-844-9500

Address: 100 W. Higgins Road

Fax: 847-844-9600

Suite H-70

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

South Barrington, IL 60010

Email: joe@vintageluxuryhomes.com

## PROPERTY INFORMATION

Common Address/General Location of Property: Lake St. & Rt. 59

Property Index Number ("Tax PIN"/"Parcel ID"): 06-28-22-008-0000/ 06-28-400-009-0000/ 06-28-204-002/06-28-400-018/ 06-28-400-019/ 06-28-400-016/ 06-28-400-014

Acreage: Approx. 20 Acres No. of Lots/Units: 432

Zoning: Existing: \_\_\_\_\_ Land Use: Existing: \_\_\_\_\_ (Refer to Official Zoning Map)

Proposed: \_\_\_\_\_ Proposed: \_\_\_\_\_

Comprehensive Plan Designation for this Property: \_\_\_\_\_

(Refer to Future Land Use Map)

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

Attorney Christina Brotto / Brotto Freel LLP.

**Engineer**

Manhard Consultants

Haeger Engineering

\_\_\_\_\_  
\_\_\_\_\_

**Surveyor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Land Planner**

Jeff Torrens / Gary Weber Accosiations

Vintage Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



PRINT NAME: Joseph Elias

DATE: 4/23/15

**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: Vintage Inc.

ADDRESS: 100 W. Higgins Road

South Barrington, IL 60010

PHONE NUMBER: 847-844-9500

SIGNATURE: \_\_\_\_\_



DATE: 4/23/15

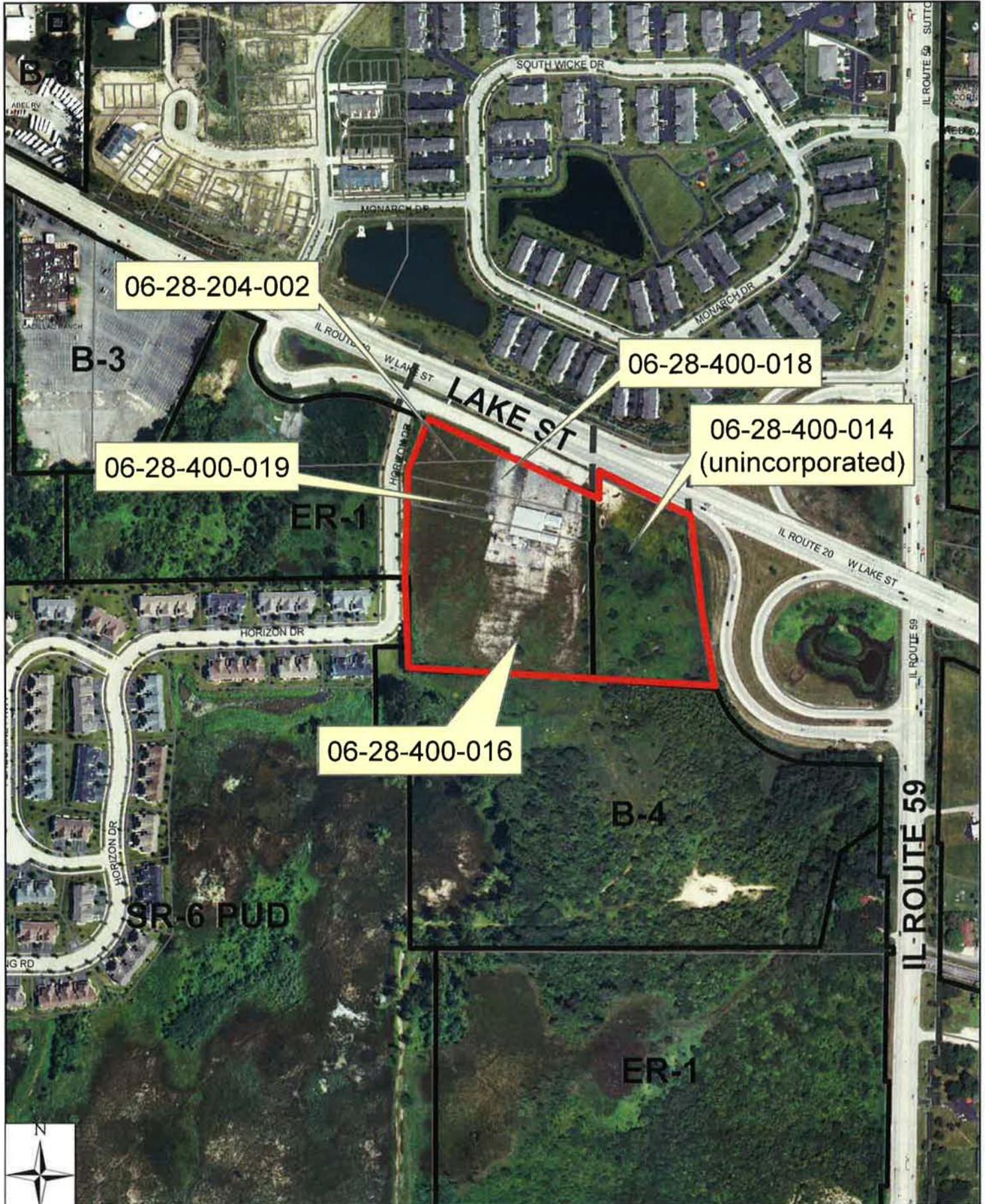
# LOCATION MAP

## Aberdeen Concept Plan



# LOCATION MAP

## Village Owned Property









# ABERDEEN

*Life Inspired*

By Vintage Design and Development



**Site:** 21 Acres

**Commercial:** 25,000 sf

**Residential:**

Luxury Rental Apartments 432

Daycare  
Business Offices/Suites  
Dry Cleaners  
Salon Spa  
Design Center  
Sundries Store  
Cafe/ Coffee shop  
Tasting Room  
Bake Shop  
Demonstration Kitchen

**Club House:**

Fitness Club  
Basketball  
Outdoor Pool

**Outdoor Activities:**

Parks and Pavilion  
Walking path  
Community Garden  
Water Features  
Plaza

**Services:**

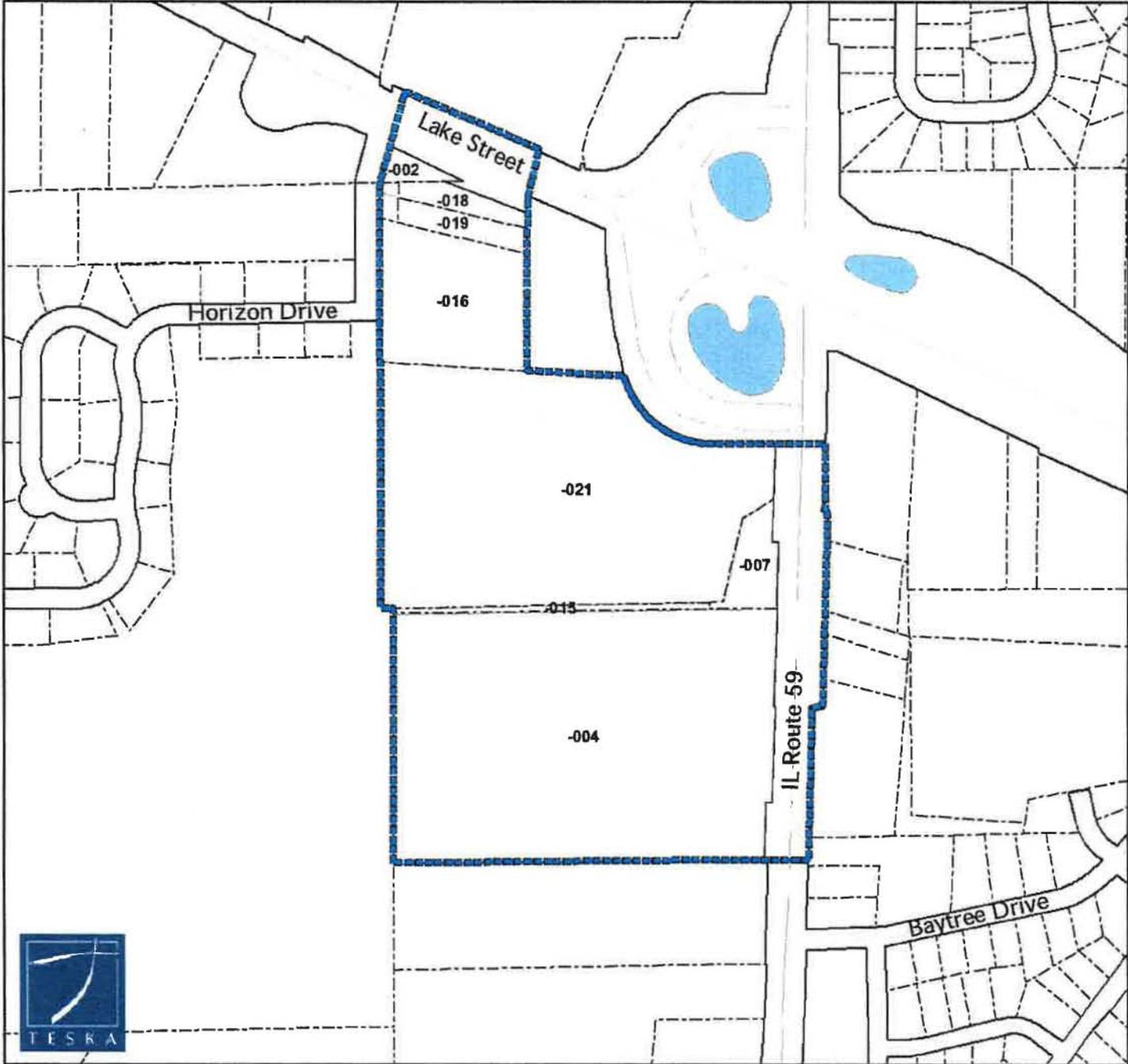
Concierge  
Activities Director  
House Keeping  
Valet/Shuttle  
Interior Design  
Event Planning  
Shuttle Bus  
Personal Chef/ Cooking Lessons  
Personal Training

**Entertainment:**

Theater/ Screening Room  
Seasonal Shows



# EXHIBIT A: TIF Redevelopment Project Area



## Legend

-  TIF Boundary
-  TIF Parcels



Route 59 & Lake Street TIF  
Redevelopment Plan and Program  
Village of Bartlett, IL

October 2004



## Agenda Item Executive Summary

Item Name Concept Plan # 14-03 - Bannerman's Sports Grill Committee or Board Village Board Committee

### BUDGET IMPACT

Amount: n/a Budgeted n/a

List what fund n/a

### EXECUTIVE SUMMARY

A CONCEPT PLAN review (a conceptual review of a proposed development project where the petitioner requests input and direction from the Village Board Committee prior to their full submittal of an application).

### ATTACHMENTS (PLEASE LIST)

CD Memo, Applicant Cover Letter, Application, Location Map, Concept Plan and Parking Space License Agreement.

### ACTION REQUESTED

For Discussion Only X to discuss the project and if the Village Board Committee gives a favorable review of this Concept Plan, the Petitioner could proceed with a full submittal of a Preliminary/Final PUD Plan.

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion \_\_\_\_\_

Staff: Jim Plonczynski, Community Develop. Director Date: 6/26/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-125**

DATE: June 26, 2015  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, CD Director  
RE: **(CP #14-03) Bannerman's Sports Grill**

---

**PETITIONER**

Murray Friedman

**SUBJECT SITE**

Northwest corner of IL Route 59 and Schick Road

**REQUEST**

Concept Development Proposal Review

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Vacant</b>	<b>Commercial</b>	<b>B-3 PUD</b>
North	Chesterbrook Acad.	Commercial	PD
South	7-11/ Offices	Commercial	PD
East	Residential	Estate Residential	R-1 DuPage*
West	Townhomes	Attached Residential	PD

\*Unincorporated DuPage County

**DISCUSSION**

1. This 3 acre property located at the northwest corner of IL Route 59 and Schick Road was annexed into the Village and zoned B-3 Neighborhood Shopping District in 1988. Although several developments were approved on this site over the years the parcel has remained vacant. The most recent proposal occurred in 2008 when the property was rezoned to B-3 PUD Zoning District for a proposed 4,000 square foot bank with a drive-thru and a 12,000 square foot retail use with a drive-thru. Due to the economic recession this project was also never built.
2. The Petitioner is requesting the review of a development proposal that would contain an approximate 7,800 square foot sports bar and grill including 2 outdoor

recreational sand volleyball courts and an 1,850 square foot Dunkin' Donuts with a drive-thru (see attached concept plan). The site would be landscaped and buffered around the perimeter of the site.

3. The proposal shows three new vehicular access points. One right in/right out along IL Route 59 which will be addressed with IDOT in the future, and a full access point off of Schick Road and Quincy Bridge Road.
4. In 2008 a cost sharing study was completed by the Village for improvements to the west approach of the Schick Road and Route 59 intersection due to the traffic impacts future developments in this area would have on this intersection. The Village Engineer has requested a new traffic study be completed that includes all entrance and exit points for the proposed site.
5. The Petitioner proposes to share parking with the Woodland Hills Professional Condominium Association across Schick Road. The petitioner will have an agreement to use the entire 129 spaces as valet (refer to the Parking Space License Agreement). There are some concerns over parking across Schick Road and patrons crossing the street late at night.
6. Outdoor volleyball will be played till late into the night which would require lights, the Petitioner currently proposed to have the last game start at 11 p.m. on weeknights and later on the weekends. There are some concerns over the lighting and amplification with the close proximity to the residents in the Brentwood Townhomes adjacent to this site, the Woodland Hills single family home subdivision and the adjacent daycare. The daycare has already expressed some concerns.
7. A stormwater detention area is being proposed underground beneath the recreational area/volleyball courts and the Petitioner would be required to meet the DuPage County Stormwater Ordinance.
8. The site also contains a small wetland that previously was proposed to be filled in, the petitioner has not indicated how the wetland would be addressed on this new proposal. The petitioner would have to obtain an assessment of the wetland and would follow through with a full delineation to meet the requirements of the DuPage County wetland ordinances.

### **RECOMMENDATION**

The Petitioner is looking for direction from the Village Board Committee of the Whole on how to proceed.

A copy of the Concept Plan and additional background information are attached for your review.

JUL 8 2014

VILLAGE OF  
BARTLETT

July 8, 2014

To: Village of Bartlett, Village President, Planning and Zoning Commission, Trustees

From: Murray Friedman, Bannerman's Sports Grill

We at Bannerman's are attempting to move our business to the northwest corner of Schick Road and Route 59 (Mr. Heidner's property) so we can continue to grow our business. We plan to keep giving back to the community as we had promised and have done over the last seven years that we have been in business here.

Our concept will be the same as we have now established at our location at Route 59 and Stearns Road with some additions. We will build a free-standing building that will house just Bannerman's and no other business. We plan to add an outdoor beer garden and two regulation sand volleyball courts to help us grow during our slow time of the year through the summer months. There will be ample room for this in that area.

We hope to have live acoustic acts on Fridays and Saturdays in the beer garden, and sometimes we will have bigger bands like we do at our outdoor fest. The speakers will face Route 59 and the parking area, away from residential areas. We plan to have volleyball leagues to utilize the volleyball courts. Our outdoor seating will feature TVs so our patrons can watch sporting events while dining outdoors.

The inside of the building will feature a concept and floor plan similar to what we have at our current location. There will be sports-themed areas and a bar area that will be more enclosed. We will have a larger private room for bigger parties and we will also have a game room for the kids. We will host live music inside on weekends and a few times during the week throughout the year on holidays. We will be open on Saturdays and Sundays for breakfast as we believe there is a need for an additional breakfast place on the south side of town.

We also have addressed the sound issues at our current location in order to make us a better neighbor. And we will build the new venue with that in mind. The live-music stage will have the bands facing Route 59 so the sound will be away from residents in the area. We also will have our video gaming machines inside the bar, walled off, like we have here.





# VILLAGE OF BARTLETT CONCEPT PLAN APPLICATION

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

For Office Use Only
Case # <u>CP14-03</u>
RECEIVED COMMUNITY DEVELOPMENT
AUG - 8 2014
VILLAGE OF BARTLETT

PROJECT NAME Bannermans Sport Grill

### PETITIONER INFORMATION

Name: Murray Friedman  
 Address: 858 ST RT 59  
Bartlett, IL 60103

Phone: 630.213.2400  
 Fax: 630.213.2449  
 Mobile: 630.204.3244  
 Email: bannermansbartlett@gmail.com

### PROPERTY OWNER INFORMATION

Name: Rick Heidner  
 Address: 399 Well St  
Unit H  
Glendale Heights, IL 60139

Phone: 630.894.0099  
 Fax: \_\_\_\_\_  
 Mobile: 708.878.9400  
 Email: Pick a Heidner Inc. Com

### PROPERTY INFORMATION

Common Address/General Location of Property: Northwest Corner RT 59 - Schick Rd

Property Index Number ("Tax PIN"/"Parcel ID"): 01 16 200 027

Acreage: 3 acres No. of Lots/Units: 1

Zoning: Existing: B-3 Pud Land Use: Existing: ~~Commercial~~ UN Develop  
 (Refer to Official Zoning Map)

Proposed: Commercial Proposed: Commercial

Comprehensive Plan Designation for this Property: Drawing Provided & copy  
(Refer to Future Land Use Map)

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

Attorney \_\_\_\_\_

**Engineer**

HLR - Hampton, Lenzini and Renwick, Inc.

380 Shepard Drive.

Elgin, IL 60123

847-697-6700

**Surveyor**

**Land Planner**

**Other**

**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:   
PRINT NAME: Murray Friedman  
DATE: 8.5.14

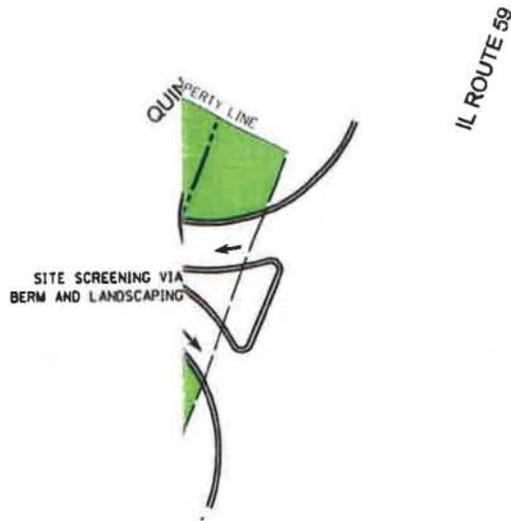
**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

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: Murray Friedman  
ADDRESS: 858 ST RT 59  
Bartlett, IL 60103  
PHONE NUMBER: 630.207.3244  
SIGNATURE:   
DATE: 8.5.14

# LOCATION MAP





EXISTING PROPERTY SIZE: = 3.0

REQUIRED PARKING  
 BANNERMANS (RESTAURANT) = 13  
 BANNERMANS (TAVERN) = 78  
 DUNKIN DONUTS (RESTAURANT) = 31  
 TOTAL PARKING REQUIRED = 23

PROVIDED PARKING  
 SITE PARKING (NON VALET) = 11  
 OFFSITE PARKING (VALET) = 12  
 TOTAL PARKING AVAILABLE = 24

# CEPT PLAN

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	

CONCEPT SITE PLAN  
 BANNERMAN'S SPORTS BAR & GRILL  
 AND DUNKIN' DONUTS

TOTAL SHEETS	SHEET NUMBER
<b>1</b>	<b>1</b>

## PARKING SPACE LICENSE AGREEMENT

DRAFT

THIS PARKING LICENSE AGREEMENT ("Agreement") is made as of \_\_\_\_ day of \_\_\_\_\_ 2014, by and between **Woodland Hills Professional Condominium Association**, referred to in this Agreement as the "Licensor", and **Bannerman's Sports Grill**, referred to in this Agreement as the "Licensee".

WHEREAS, Licensor is the owner of certain real property, located in the City of Bartlett, Illinois and commonly known as **1110-1126 Schick Road, Bartlett, IL** (the "Property"); and

WHEREAS, the Property includes a parking lot (the "Parking Lot") which has access to a public street in the City of Bartlett known as Schick Road and

WHEREAS, Licensee desires to use the parking spaces within the Parking Lot for customer parking in connection with Licensee's Store operations, and Licensor shall herein grant Licensee the right to use such parking spaces, all on the terms and conditions set forth below in this Agreement;

NOW, THEREFORE, in consideration of the matters recited above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. **Incorporation of Recitals.** The matters recited above are hereby incorporated in this Agreement, with the same effect and as though fully set forth herein.

2. **Grant of License.** Owner hereby grants to Licensee to use the parking spaces within the Parking Lot, which spaces are designated on the plan attached hereto as **Exhibit A** (the "Parking Spaces"), for the sole and limited purpose of parking automobiles used by Licensee's operation customers during such times as such customers are at the store. The License shall include, and Licensor also hereby grants to Licensee, a non-exclusive license to use the driveways, access lanes and other common areas of the Parking Lot to the extent reasonably necessary to access the Parking Spaces.

3. **Term of License.** The license granted hereunder shall commence on \_\_\_\_\_ ("Commencement Date") and shall end on \_\_\_\_\_.

4. **License Fee.** Commencing on the Commencement Date and on or before the first day of each calendar month thereafter during the Term, Licensee shall pay to Licensor, as the "License Fee", \$12,000.00 per year, payable in installments of \$1000 per month. Licensee shall pay to Licensor upon the execution of this Parking License Agreement \$2,000 (Two-Thousand Dollars and 00/100) to be applied to the first (2) payments. In the event Licensee terminates this Parking License Agreement prior to Commencement Date, Licensee shall pay \$5,000 (Five-Thousand Dollars and 00/100 Termination Fee).

RECEIVED  
COMMUNITY DEVELOPMENT  
MAY - 7 2015  
VILLAGE OF  
BARTLETT

5. **Condition of Parking Area.** Licensee hereby acknowledges and agrees that Licensee is familiar with the condition of the Parking Area and Parking Spaces and that Licensee accepts the same in their "as is" condition existing on the date hereof. Licensee shall return the Parking Spaces to Licensor upon the expiration or termination of the Term in the same condition as received by Licensee (reasonable wear and tear, condemnation and casualty excepted), free of all trash and debris. Licensee further acknowledges and agrees that, except as may be expressly set forth in this Agreement, Licensor has not made any representation, warranty or undertaking with respect to the Parking Area or Parking Spaces, the condition thereof or the suitability thereof for Licensee's use.

6. **Paving and Maintenance of Premises.** During the term of this license, Licensor shall maintain the Premises in good condition and repair at its sole cost and expense. Licensee shall use of the Premises and compliance with all applicable laws, statutes, ordinances, codes, rules regulations, orders and decrees. In the Event this License is renewed for a Third Term, Licensee shall pay 12% portion of the total expense for the parking lot maintenance, which includes sealing, restriping, and repaving the parking lot.

7. **Rules and Regulations.** The License herein granted and Licensee's use of the Parking Spaces and the Parking Area shall be subject to the reasonable rules and regulations, if any, adopted by Licensor from time to time, governing use of the Parking Area, provided in no event shall such rules and regulations be inconsistent with the terms of this Agreement. Licensee shall cause its employees, agents, invitees and customers (collectively, with Licensee, the "Licensee Parties") to comply with all such rules and regulations. Licensor agrees that such rules and regulations will not materially interfere with Licensee's use of the Parking Spaces for the purposes specified in this Agreement. The Licensee Parties shall not bring or store any hazardous or toxic substances or materials in, on or about, the Parking Area or Parking Spaces at any time (including, without limitation, by keeping such substances or materials within any vehicle parked in the Parking Spaces).

8. **Liability of Licensor.** Except in the case of Licensor's gross negligence or willful misconduct, Licensor shall have no liability to Licensee or any party claiming by, through or under Licensee for bodily injury or damage to the property of Licensee or any party claiming by, through or under Licensee. Without limiting the generality of the foregoing, Licensor shall have no liability for damage to or theft of any vehicle parked upon the Premises by Licensee or a party claiming by, through or under Licensee, or any contents thereof. Under no circumstances shall Licensor be deemed to be a bailee of any such vehicle or contents or to have any duties to Licensee or any party claiming by, through or under Licensee other than as expressly provided in this Agreement.

9. **Use of Parking Area and Parking Spaces by Licensee.** Licensee shall at all times use the Parking Spaces and Parking Area in compliance with all laws, ordinances and regulations of governmental entities having jurisdiction thereof, and shall take reasonable measures to ensure compliance therewith by Licensee's employees, agents, invitees and customers. Licensor hereby covenants and represents to Licensee that Licensor has all rights, title and interest as necessary for Licensor to grant the License to Licensee as provided herein and in the event that any governing law shall prevent Licensee from using the Parking Spaces as

permitted herein, through no fault of Licensee, then this Agreement shall terminate in the discretion of Licensee by written notice provided to Licensor prior to the expiration of the Term hereof. Likewise, in the event that any governing law shall prevent Licensor from granting to Licensee the rights given hereunder, then Licensor may terminate this License by delivering written notice thereof to Licensee.

10. **Storage.** The Licensee Parties shall not store any automobiles in the Parking Area or Parking Spaces without the prior written consent of Licensor. Except for emergency repairs, the Licensee Parties may not perform any work on any automobiles while in the Parking Area or Parking Spaces. If it is necessary for any Licensee Party to leave an automobile in the Parking Area or Parking Spaces for more than seventy-two (72) consecutive hours, Licensee shall provide Licensor with prior notice thereof designating the license plate number and model of such automobile.

11. **Temporary Closure.** Licensor shall have the right to temporarily close portions of the Parking Area (including the Parking Spaces) in order to perform necessary repairs, maintenance and improvements to the Parking Area or in connection with its ownership and use of property and improvements located adjacent to the Parking Area. Licensor shall provide no less than 72 hours advance notice to Licensee of such temporary closure. Except as expressly provided herein, Licensor shall not be liable to any Licensee Party in damages or otherwise under any circumstances for failure to provide parking if at any time Licensor temporarily closes any portion of the Parking Area as set forth hereinabove, or if Licensor is (a) legally restricted from operating the Parking Spaces for parking for any reason, (b) unable to do so in order to perform necessary repairs, maintenance and improvements to the Parking, (c) unable to do so for reasons beyond its reasonable control.

12. **Assignment and Sublicensing.** Licensee shall not assign or sublicense the Parking Spaces or this License without Licensor's prior written consent. Licensee shall not allow or permit any transfer of this License or any interest under this License by operation of law or convey, mortgage, pledge or encumber any interest under this License without Licensor's prior written consent. Any attempted action by Licensee in violation of the provisions of this Section 12 shall be void. In the event of any such assignment or sublicense consented to by Licensor, all of the terms and conditions applicable to Licensee shall apply equally to such assignee or sublicensee, and Licensee shall remain liable and obligated as a principal (and not as a surety or guarantor) to perform all the terms, conditions, obligations and covenants, including the payment of rental and other monies, herein provided to be performed by Licensee.

13. **Indemnification.** Licensee hereby indemnifies Licensor and Licensor's directors, officers, employees and agents (the "Licensor Indemnified Parties") and agrees to hold such Licensor Indemnified Parties harmless, from and against any and all claims, demands, suits, judgments, costs, liabilities and expenses, including the reasonable fees and expenses of attorneys engaged from time to time by any of the Licensor Indemnified Parties, which may be asserted against or incurred by the Licensor Indemnified Parties, or any of them, and which arise out of the acts or omissions of Licensee or its employees, agents, vendors, invitees or any party claiming by, through or under Licensee (collectively, the "Licensee Parties"), and/or use of the Parking Spaces or Parking Area by the Licensee Parties. Licensor hereby indemnifies Licensee and Licensee's directors, officers, employees and agents (the "Licensee Indemnified Parties")

and agrees to hold such Licensee Indemnified Parties harmless, from and against any and all claims, demands, suits, judgments, costs, liabilities and expenses, including the reasonable fees and expenses of attorneys engaged from time to time by any of the Licensee Indemnified Parties, which may be asserted against or incurred by the Licensee Indemnified Parties, or any of them, and which arise out of any gross negligence of Licensor or any party claiming by, through or under Licensor in connection with the Parking Spaces or Parking Area. The indemnification obligations of Licensee and Licensor, as set forth in this paragraph, shall survive the termination of this Agreement, howsoever caused, and remain in effect indefinitely.

14. **Insurance.** Licensee, at its sole cost and expense, shall purchase and keep in full force and effect during the term hereof

(a) Commercial General Public Liability Insurance (including, but not limited to, contractual liability insurance covering, without limitation, Licensee's indemnification obligations hereunder) in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of Two Million Dollars (\$2,000,000.00) [such insurance shall insure Licensee's officers, directors, employees, agents, representatives, contractors and subcontractors of any tier];

(b) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person in one accident, and One Million Dollars (\$1,000,000.00) for injuries sustained by two (2) or more persons in any one (1) accident and property damage liability in an amount not less than One Million Dollars (\$1,000,000.00) for each accident [such insurance shall insure Licensee's officers, directors, employees, agents, representatives, contractors and subcontractors of any tier against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by Licensee's contractors, or by anyone directly or indirectly employed by any of them.

(c) Worker's Compensation Insurance and Employer's Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect of bodily injury, sickness, disease or death of any person resulting from any one occurrence and as required by any employee benefits acts or other applicable statutes.

15. **Default.** In the event Licensee fails to comply (or to cause any Licensee Party to comply) with any of the provisions of this License and does not cure such failure within five (5) business days following Licensor's delivery of written notice to Licensee of such failure (each, a "Default"), or otherwise fails to surrender the Parking Spaces upon termination or expiration of the Term, in addition to any and all other rights and remedies available to Licensor at law or in equity, Licensor may: (a) terminate or revoke this License immediately by delivering written notice of termination to Licensee; (b) cancel or suspend the Licensee Parties' parking privileges; (c) charge any applicable daily or hourly parking rate to Licensee for the period of time that any vehicle remains in the Parking Spaces after such Default; and/or (d) have any vehicle parked in the Parking Area or Parking Spaces towed at the expense of Licensee.

16. **Termination Right of Licensor.** Notwithstanding any of the terms and conditions herein to the contrary, Licensor shall have the right to terminate this License at any time during the Term by delivering written notice thereof to Licensee at least ninety (90) days in advance of Licensor's intended termination date.

16. **Representations and Warranties Concerning Authority.** Each of the parties to this Agreement represents and warrants to the other that the execution, delivery and performance of this Agreement by such party has been authorized by all necessary action of such party and the officer or officers executing this Agreement on behalf of such party have full authority to do so.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first above written.

**Woodland Hills Professional Condominium Association**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BANNERMAN'S SPORTS GRILL**

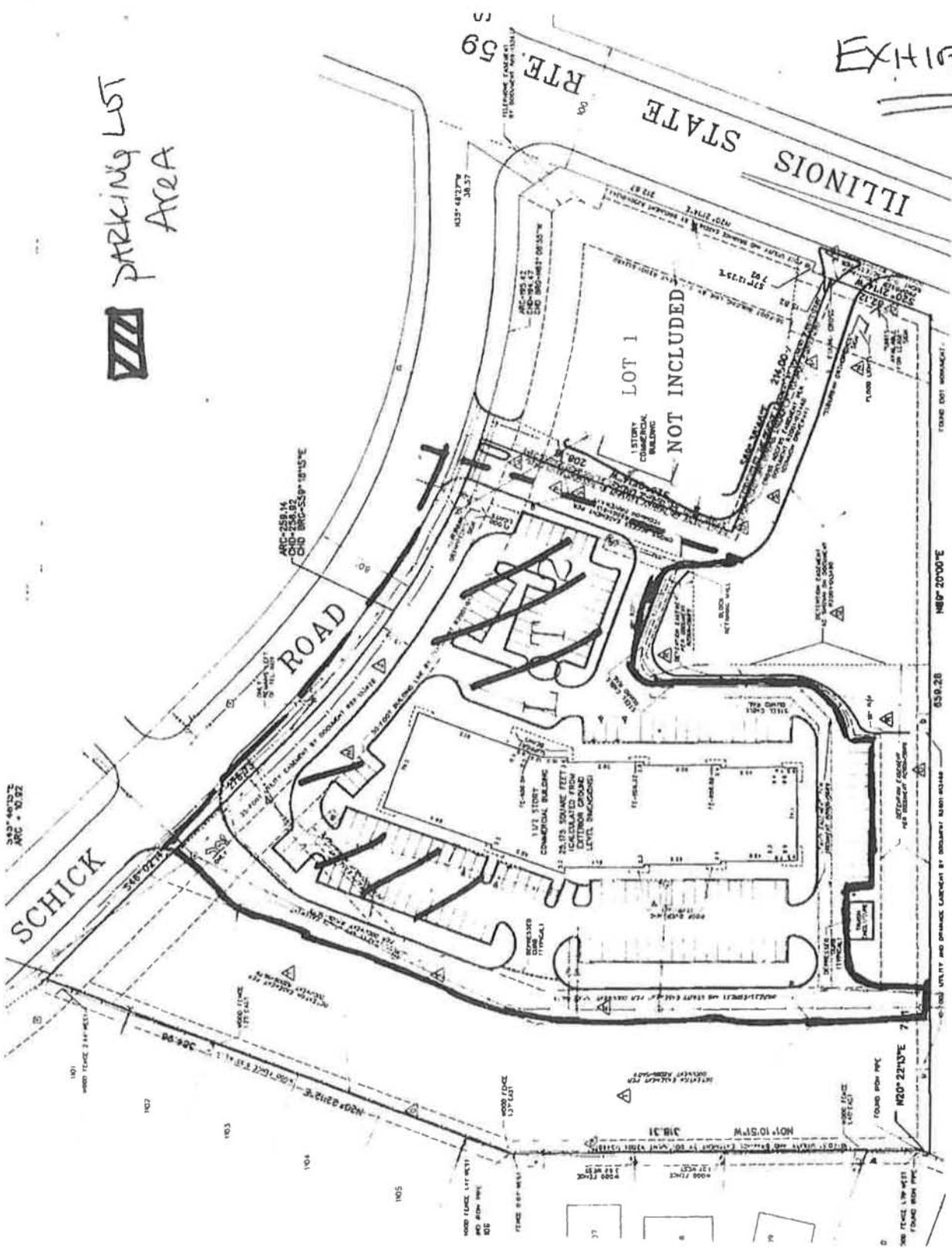
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT 'A'

PARKING LOT AREA



N03°48'32" ARC = 10.32''

RTE 59

ILLINOIS STATE

SCHICK ROAD

LOT 1

NOT INCLUDED

N81°20'00"E

639.20

N20°22'10"E 71.10'

N03°10'51"W 318.31'

N02°22'10"E 71.10'

N03°48'32" ARC = 10.32''

**EXHIBIT A**

**PLAN DEPICTING PARKING SPACES**

[Attached]



## Agenda Item Executive Summary

Item Name Massage Establishment Ordinance Committee or Board Committee

### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

The attached amendment to the Bartlett Municipal Code is a recodification of the 2001 Massage Ordinance and is written to close several loopholes and change procedures for the denial, suspension or revocation of a massage business license.

### ATTACHMENTS (PLEASE LIST)

Draft Ordinance is attached.

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff: Bryan Mraz, Village Attorney Date: 6/30/2015

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**BRYAN E. MRAZ**  
BEM@MRAZLAW.COM

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DAVID W. GULLION  
ASSOCIATE  
DWG@MRAZLAW.COM

MEMORANDUM

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TO: President and Board of Trustees of the Village of Bartlett  
Valerie L. Salmons, Village Administrator

FROM: Bryan E. Mraz, Village Attorney

DATE: June 29, 2015

RE: New Massage Establishment Ordinance

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The Village of Bartlett adopted a Massage Establishment Ordinance in 2001 (the "2001 Massage Ordinance") after a series of arrests of masseuses that were offering to perform sexual acts. As many Illinois municipalities adopted varying regulations to combat similar problems with certain massage businesses, the Illinois Legislature enacted the Massage Licensing Act in 2003 requiring masseuses to procure a state massage license and arguably pre-empting municipalities from licensing massage therapists.

While the majority of massage businesses and massage therapists are legitimate, an exemption under the Act for practitioners of Asian bodywork approaches of massage is being misused by non-bona fide masseuses for the purpose of conducting unlawful sexual activities for consideration. The attached amendment to the Bartlett Municipal Code is a recodification of the 2001 Massage Ordinance and is written to close that loophole by requiring practitioners who hold an Asian bodywork approach exemption certificate to now submit background information to the Village for review to try to verify that the massage therapist is bona fide, and to procure an Asian body work approach exemption certificate from the Village. The new massage establishment ordinance also requires massage establishments to procure a massage business license and changes the procedures for the denial, suspension or revocation of a massage business license and the newly created Asian bodywork approach certificate.

Under the current Bartlett Municipal Code, the Village must conduct a public hearing before the whole Board on the suspension and/or revocation of the business license of a massage business that has an employee charged with prostitution after the 2003 enactment of the Act eviscerated the Village's 2001 Massage Ordinance. Under the attached draft, the Village Administrator will have the authority to suspend or revoke a Village issued massage business license or Asian bodywork approach exemption certificate should a similar prostitution charge occur in the future, with an appeal of that decision to the Village President, and administrative review of that decision through the court system.

ORDINANCE 2015 - \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 29,  
SECTIONS 3-29-1 THROUGH 3-29-7 "MASSAGE ESTABLISHMENTS"  
OF THE BARTLETT MUNICIPAL CODE**

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**WHEREAS**, the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village"), is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

**WHEREAS**, there have been alleged illegal activities, including prostitution, occurring throughout the State and specifically in the Cook, DuPage and Kane Counties area on certain premises commonly known as "massage centers", "massage businesses" or "massage establishments", oftentimes involving human trafficking and underage victims; and

**WHEREAS**, the corporate authorities of the Village of Bartlett heretofore adopted Ordinance 2001-134, "An Ordinance Amending Title 3, Business and License Regulations of the Bartlett Municipal Code by the Addition of a New Chapter 29 Regarding Massage Establishments" (the "2001 Massage Ordinance"); and

**WHEREAS**, the corporate authorities of the Village of Bartlett heretofore required persons who sought to practice Massage therapy or operate a Massage Business to apply for licensure through the Village pursuant to the 2001 Massage Ordinance; and

**WHEREAS**, the state legislature enacted the Massage Licensing Act (P.A. 92-860, now cited as 225 ILCS 57/1, et seq.) which establishes regulatory authority and licensing provisions for all persons who seek to practice Massage therapy which became effective June 1, 2003; and

**WHEREAS**, the Massage Licensing Act requires all persons who seek to practice Massage Therapy will apply for their licensing through the State Massage Licensing Board; and

**WHEREAS**, the corporate authorities of the Village of Bartlett desire to continue the practice of licensing massage businesses now owned and operated by licensed massage therapists as such regulation is in the interest of public health, safety and welfare; and

**WHEREAS**, the Village, pursuant to its police powers and out of concern for the Village's image and reputation as well as the safety of tis residents and visitors, desires

to prevent the operation of massage establishments which do not comport with the laws of the Village, the State, and/or federal government; and

**WHEREAS**, Illinois Compiled Statutes 225 ILCS 57/25(g) exempts “practitioners of Asian bodywork approaches” from the licensing requirements of the Massage Licensing Act (225 ILCS 57/1, *et seq.*) if the practitioner is a member of the American Organization of Bodywork Therapies of Asia as a certified practitioner, or if approved by an Asian bodywork organization based upon a minimum level of training, demonstration of competency, and adherence to ethical standards set by their governing body; and

**WHEREAS**, the Village of Bartlett, based upon research, law enforcement investigations and materials presented to its Corporate Authorities, has concluded that there is evidence that the Asian bodywork approaches exemption set forth in 225 ILCS 57/25(g) is being used, in some instances, by businesses and persons who are not bona fide practitioners of Asian bodywork approaches but for the purposes of conducting unlawful sexual activities for consideration; and

**WHEREAS**, the Illinois Department of Professional Regulations has opined that the exemption under 225 ILCS 57/25(g) of the Massage Licensing Act, does not limit the ability of a home rule municipality to regulate the practitioners of Asian bodywork approaches; and

**WHEREAS**, the use of the Asian bodywork approaches by non bona fide practitioners of Asian bodywork approaches to promote unlawful sexual activities is inconsistent with the public health, safety and welfare of the citizens of the Village of Bartlett; and

**WHEREAS**, the Corporate Authorities of the Village of Bartlett find that the non Asian body work exemptions set forth in 225 ILCS 57/25 are more easily identified as bona fide and have not been subject to the same sexual misconduct abuses as the Asian body work exemption; and

**WHEREAS**, the Corporate Authorities have determined that the amendments to this Chapter 29 set forth in this Ordinance will reduce the probability that the Asian bodywork approach exemptions set forth in State Statute will be used to promote illegal sexual activities while protecting lawful providers of Asian bodywork approaches; and

**NOW THEREFORE BE IT ORDAINED**, by the President and Board of Trustees of the Village of Bartlett, pursuant to its home rule authority, that Chapter 29 of Title 3, “Massage Establishments”, Sections 3-29-1 through 3-29-17 of the Bartlett Municipal Code is hereby repealed in its entirety and replaced with a new Chapter 29 “Massage Establishments”, Sections 3-29-1 through 3-29-20, which shall read as follows:

- 3-29-1: DEFINITIONS:**
- 3-29-2: LICENSE, PERMIT AND/OR CERTIFICATE REQUIRED:**
- 3-29-3: ASIAN BODYWORK APPROACH EXEMPTION CERTIFICATE:**
- 3-29-4: EXEMPTIONS:**

- 3-29-5: APPLICATION FOR MESSAGE BUSINESS LICENSE:**
- 3-29-6: APPLICATION FOR ASIAN BODYWORK EXEMPTION CERTIFICATE:**
- 3-29-7: PROOF OF EXEMPTION EXCLUDING ASIAN BODYWORK EXEMPTIONS:**
- 3-29-8: APPLICATION PROCESSING:**
- 3-29-9: TRANSFER CHANGES IN OWNERSHIP OR MANAGEMENT:**
- 3-29-10: LIMITATION ON INSURANCE AND RENEWAL OF LICENSE, PERMIT OR CERTIFICATE:**
- 3-29-11: FEES:**
- 3-29-12: EXPIRATION OF MESSAGE LICENSE, CERTIFICATE, AND RENEWAL:**
- 3-29-13: MESSAGE BUSINESS FACILITIES:**
- 3-29-14: NOTICE OF REVOCATION, SUSPENSION, OR REFUSAL OF A LICENSE OR CERTIFICATE:**
- 3-29-15: REVOCATION OR SUSPENSION OF A LICENSE:**
- 3-29-16: HEARING:**
- 3-29-17: PROHIBITED ACTS AND CONDITIONS:**
- 3-29-18: PREMISES RESTRICTIONS:**
- 3-29-19: INSPECTION OF MESSAGE BUSINESS:**
- 3-29-20: PENALTY FOR VIOLATION:**

**3-29-1: Definitions:**

The following words or phrases shall have the meanings ascribed to them below, unless otherwise indicated by the context:

*Massage.* Any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating of the external soft parts of the body with hands or with aid of any mechanical electrical apparatus or appliances, with or without rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations used in this practice, under such circumstances that it is reasonably expected that the person to whom treatment is provided, or some third party on such persons behalf, will pay money or give other consideration or any gratuity therefore.

*Massage business.* A corporation, partnership, limited liability company (LLC), or business having a source of income or compensation derived from the practice of massage as defined above, and which has a fixed place of business where any person, firm, association or corporation engages in or carries on any of the activities described above. For purposes of corporations, partnerships, and limited liability company, an owner is defined as any one person who owns 51 percent of the corporation, partnership or is a member or manager of a limited liability company.

*Massage therapist.* Any person who performs a massage as herein defined.

*Owner:* Any person or legal entity who owns 20 percent or greater interest in a "massage business".

*Patron:* Any person who receives a massage under such circumstances that it is reasonably expected that he or she will pay money or give other consideration therefore.

*Sexual or genital area.* The term sexual or genital area is defined as including the genitals, pubic area, anus or perineum of any person, or the vulva or breasts of a female.

**3-29-2: License, Permit and/or Certificate Required:**

(1) It shall be unlawful for any for any massage business to operate in the Village without a valid and current business license issued by the Village pursuant to the terms of this Title. A separate license shall be required for each massage business location regardless of whether multiple businesses are operated by the same corporation, partnership, limited liability company, or business. All massage therapists employed in such businesses shall be licensed by the state and meet the state standards for massage therapists. A business or practitioners offering Asian bodywork approaches shall require a Village massage business license. A person offering or practicing Asian bodywork approaches shall have an Asian bodywork approach exemption certificate issued by the Village as described in Section 3-29-3.

(2) It shall be unlawful for any Village licensed massage business or individual massage therapist licensed and operating under the Massage Licensing Act<sup>1</sup>, to employ, hire, sublease or allow at any location where massage is performed, any practitioner of Asian bodywork approaches to perform or provide any Asian bodywork approach or any massage on the licensed massage premise operated by the business or the licensed individual therapist pursuant unless the practitioner of Asian bodywork approach is licensed under the Massage Licensing Act in another licensed therapeutic massage discipline or possess a current Asian bodywork approach exemption certificate issued by the Village.

**3-29-3: Asian Bodywork Approach Exemption Certificate:**

No person offering or providing Asian bodywork approaches shall perform a massage or any Asian bodywork approach without: a State massage license issued in an area of massage other than Asian bodywork approach or a current valid Asian bodywork approach exemption certificate issued by the Village.

**3-29-4: Exemptions:**

The provisions of this Title shall not apply to:

(1) Hospitals, nursing homes, or any facility at which a health care worker duly licensed by the State of Illinois provides on an ongoing basis, professional health services to individuals, or persons holding an unrevoked certificate to practice the

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<sup>1</sup> 225 ILCS 57/1, *et seq.*

healing arts under the laws of the State of Illinois, or to those working under the direction of any such persons in any such businesses, including the offices of an occupational therapist licensed under the Occupational therapy Practice Act (225 ILCS 75/1, *et seq.*), a physical therapist licensed under the Physical Therapy Act (225 ILCS 90/1, *et seq.*), a physician or chiropractic physician licensed under the Medical Practice Act (225 ILCS 60/1, *et seq.*), a napropath licensed under the Napropathic Practice Act (225 ILCS 63/1, *et seq.*).

(2) Any barber, cosmetologist, esthetician or nail technician lawfully carrying on their respective businesses to the extent authorized under a valid unrevoked license or certificate of registration issued by the State of Illinois; provided, this exemption is only intended to permit normal and customary barbering, cosmetology, esthetic and nail technology services which involve incidental physical contact, such as scalp rubs, facials, and hand manipulations which otherwise qualify as massage activities. This exemption is not intended, and does not permit, general massage activities as part of any barber, cosmetologist, esthetician or nail technician business beyond that authorized by their State license or certification.

(3) Any athletic trainer registered in the State of Illinois who administers such athletic related massage in the normal course of training duties.

(4) A business operated by a single massage therapist licensed pursuant the Massage Licensing Act shall not be required to apply for or obtain a massage business license. Such exempt business must be located in a structure which contains no more than one room where massage activities are performed. Except for businesses which operate separate and distinct hours of operation, such exempt businesses must also be the sole massage activity within such structure. Provided that a valid, unrevoked state massage therapist license shall be required for the individual massage therapist performing massage activities in such exempted business.

(5) Where massage services are actually performed at the patron's premises, including the patron's place of business or residence, a massage business license shall not be required for such patron's premises. Provided, a valid, unrevoked state massage therapist license or Asian bodywork approach exemption certificate issued by the Village shall be required for the massage therapist performing massage activities in such patron's premises.

(6) Bona fide health/sport establishments which allow persons of all ages on the premises and which meet the following criteria:

- a. The primary purpose of the establishment is health and fitness; massage serviced is subsidiary;
- b. No more than twenty per cent (20%) of the establishment revenue is derived from massage services; and

- c. Massage facilities shall not occupy more than ten per cent (10-%) of the establishment,

**3-29-5: Application for Massage Business License:**

All massage businesses required to obtain a business license to operate a massage business shall make application to the Village Clerk. The Village Clerk shall have the right to confirm any of the information asked for, or provided in the application. Applications shall include the following:

- (1) The name (including nicknames or aliases) and address, telephone number, social security number, driver's license number, and age of the applicant and all owners.
- (2) The location of the massage business.
- (3) For the owners of twenty percent (20%) or more interest in any massage business, such listing shall include:
  - a. Any offense involving sexual misconduct with children or other sex offenses as defined in Article II of the Criminal Code of 1961, as amended.
  - b. Any felony based upon conduct or involvement in such business or activity or related or similar business or activity, within the past ten years; or
  - c. Any felony unrelated to conduct or involvement in such business or activity or related or similar business or activity, but which felony involved the use of a deadly weapon, traffic in narcotic drugs, or violence against another person, including rape, within the past five years; or
  - d. Any misdemeanor or licensing ordinance violation, based upon conduct or involvement in such business or activity or related or similar business or activity, within the past year.
- (4) A description of the proposed massage business, including the number of massage therapists or Asian bodywork practitioners, other activities or business conducted at the same location, and the physical facilities to be used.
- (5) A statement of whether the massage business will be conducted by a manager. In such case, the manager's name, address, telephone number and age shall be provided along with a statement of any convictions as set forth under subsection (3) above.
- (6) A current certificate of inspection of the premises from an applicable county board of health, if required.

(7) The license fee as provided in Section 3-29-11.

(8) Business, occupation, or employment of the applicant for five years immediately preceding the date of application.

(9) In the event applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete, applicant shall immediately notify the Village Clerk and provide appropriate corrections. Failure to accurately and completely provide, or as necessary update, required information may delay the processing of such application or result in its denial or result in the revocation of an existing license.

(10) If upon investigation, the Village determines that an applicant's licensure or certification may not be bona fide, or that the organization providing the licensure or certification may not be bona fide, the Village may conduct additional investigation by requiring the applicant to submit to fingerprinting. When fingerprinting is required, the applicant shall present himself or any owner or herself for fingerprints to be taken by the Village of Bartlett Police Department. Applicant (or any owner) shall pay the fingerprint fee as provided in Section 3-29-11:(3) for each person required to submit fingerprints.

(11) Two passport size photographs (1 inch by 1.5 inches) of the applicant and owners (head and shoulders area, face forward) shall be provided by the applicant to be used in the investigation of the applicant, the preparation of a photo identification license card, and the identification of the license holder following issuance. Provided, in the case of a renewal application, the Village Clerk may waive the requirement for photographs if the applicant's photographs are on file and new photo identification permit cards are not to be issued.

(12) The identity and address of a manager or owner designated by the massage business to receive any notice provided for in this Title.

(13) The name of each and every employee who will perform Asian bodywork approaches on the licensed premises.

(14) A copy of each and every person performing Asian bodywork approaches on the licensed premises, State massage license or Village Asian bodywork approach exemption certificate.

**3-29-6. Application for Asian Bodywork Exemption Certificate:**

Every person seeking a Village exemption certificate to perform Asian bodywork approaches shall make an application to the Village Clerk. The Village Clerk shall have the right to confirm any of the information asked for or provided in the applications. Applications shall include the following:

(1) The name (including nicknames or aliases) and address, telephone number, social security number, driver's license number, and age of the applicant. .

(2) The location where the Asian bodywork approach will be performed.

(3) The Asian bodyworks exemption certificate fee as provided in Section 3-29-11:(2).

(4) Business, occupation, or employment of the applicant for five years immediately preceding the date of application.

(5) Fingerprints for running a background check by the Bartlett Police Department.

(6) Two passport size photographs (1 inch by 1.5 inches) of the applicant and owners (head and shoulders area, face forward) shall be provided by the applicant to be used in the investigation of the applicant, the preparation of a photo identification license card, and the identification of the license holder following issuance. Provided, in the case of a renewal application, the Village Clerk may waive the requirement for photographs if the applicant's photographs are on file and new photo identification permit cards are not to be issued.

(7) Certification from the American Organization of Bodywork Therapies of Asia or other Asian bodywork organization certifying or approving the applicant as a practitioner of Asian Bodyworks. The information for the American Organization of Bodywork Therapies of Asia or other American Organization of Bodywork Therapies of Asia shall include:

(a) The name, address, telephone number and e-mail address of the Asian bodywork approach school;

(b) The name of all faculty members of the Asian bodywork school who provided education or training to the applicant including those teachers Asian bodywork certifications, experience and educational background;

(c) The Applicant shall provide a copy of their school transcript which shall include identification of all courses taken, the number of hours for those courses, a passing grade for all those courses, a copy of their tuition bill, and proof of payment of tuition.

(d) A copy of the ethical standards of the school or Asian bodywork organization.

(8) No certification or approval from an Asian bodywork approach school shall be accepted by the Village Clerk if all or a portion of the credits used for the certification of the applicant were earned in a country other than the United States of America.

(9) No Asian bodywork approach exemption certificate shall be issued by the Village Clerk unless the Village Clerk independently verifies in writing from the Asian bodywork approach school that the applicant has successfully completed the requirements of the Asian bodywork approach school's program and that the documents required by Section 3-29-6 are true and correct.

(10) If upon investigation, the Village determines that an applicant's licensure or certification may not be bona fide, or that the organization providing the licensure or certification may not be bona fide, or that the Asian bodywork organization or school has not verified the accuracy of the documents required by Section 3-29-6 are true and correct, the Village Clerk may deny the certificate of exemption. The Village Clerk shall notify the applicant of the reasons for the denial in writing. The applicant shall have the right to establish the bona fide nature of the licensure or certification in writing.

**3-29-7: Proof of Exemption Excluding Asian Bodywork Exemptions:**

Any person or entity seeking a Bartlett business license for the operation of a business which offers services defined by this section as a massage, but claiming an exemption, other than and Asian body work exemption which shall be subject to Section 3-29-6 of this Title, under 225 ILCS 57/25, or seeking to maintain a business license after it has been granted such exemption, or seeking a business license shall provide, in conjunction with its license application or upon request by the Village Clerk, information establishing the qualification for an exemption, which information shall include:

(1) Where applicable identification of the section of 225 ILCS 57/25 under which exemption sought; and

(2) Documents establishing that the business and any person proposing to practice under an exemption business satisfies the criteria for an exemption license including, but not limited to:

- a. Documents showing the name, address telephone number, and e-mail address of the organization, association or school issuing the licenses or certificates to the persons employed by the business as well a copy of its curriculum; and
- b. Documents from the organization, association or school issuing the licenses or certificates establishing the minimum level of training, testing and ethical standards set by the governing body of the organization or association; and
- c. The name and address of the governing body of the organization, association or school; and

- d. Proof that the person asserting the exemption has completed the level of training, demonstrated competency, and adherence to ethical standards by records of the governing association establishing the practitioner's attendance at the program, including the date the practitioner began training; the date of completion of the practitioner's training program; proof of payment of the practitioner's tuition, and the identity including the name, business address, website address, and telephone number(s) for the faculty, testers or other persons involved in the training, testing and establishment of ethical standards of their school or governing body and the name and address of the governing body.
- e. Any licenses or certificates for each practitioner; and
- f. Such other information as maybe reasonably required by the Village to establish the accuracy and legitimacy of the other information provided pursuant to this section.
- g. Written certification that the documents provided pursuant to these provisions are true and correct;
- h. Such other information as maybe reasonably required by the Village to establish the accuracy and legitimacy of the other information provided pursuant to this section.
- g. The burden of seeking an exemption shall be on the applicant.

(3) At the time of and after the Village issues a business license under this section, it shall be the obligation of the licensee to provide the Village with all of the information set forth in this section for each new or different practitioner claiming an exemption prior to the time that person commences work at the licensed premises.

**3-29-8: Application Processing:**

(1) An application shall not be considered proper or filed until all information and material required of the applicant has been submitted to the Village Clerk.

(2) Upon receipt of a proper application, the Village Clerk shall investigate the information contained in the application and shall determine whether the applicant, owners and the premises designated, if applicable, are in compliance with applicable state and local laws.

(3) The investigation, including inspections and background checks, shall be completed within 30 business days after receipt of a proper application. Provided, the Village Clerk may extend this investigation period by an additional period upon a finding that such additional period is needed to properly complete the investigation or where the Village Clerk's work load associated with the number of applications submitted under

the Title makes the processing of the application impractical. Provided, whenever such an extension period is invoked, written notice shall be provided to the applicant along with the specific reasons for such extension.

(4) If, within ten business days, following completion of the investigation, the Village Clerk determines that the applicant and/or premises are in compliance with the applicable laws of the Village, the Village Clerk shall issue the license or certificate of exemption.

(5) If, within ten business days, following completion of the investigation, the Village Clerk determines that the applicant, owners, and/or premises are not in compliance with the applicable laws of the Village, the Village Clerk shall notify the applicant in writing that its license or exemption certificate has been denied, setting forth the reasons therefore, and advising the applicant of his or her right to a hearing pursuant to Section 3-29-11. Such denial shall be final and effective on the 11<sup>th</sup> day following mailing of the notice by the Village Clerk. The fee paid by the applicant pursuant to Section 3-29-11:(a), shall be returned, less \$50.00 which will be retained as a processing fee. Any fees paid by the applicant pursuant to Section 3-29-11:(c) shall be retained as a processing fee.

**3-29-9: Transfer Changes in Ownership or Management:**

(1) Any license or certificate of Asian bodywork approach exemption issued pursuant to this Title shall be applicable only to the specific licensee and location designated, or the exempt person and may not be sold, transferred, or otherwise assigned. Provided, where the licensee remains the same, but a request is made to designate and substitute a different location, the Village Clerk may approve such new location upon submission of proof that such location is in compliance with this Title. A fee of \$50.00 shall be required for processing such location changes.

(2) Any permit issued pursuant to this Title shall be applicable only for the specific business designated, and may not be sold, transferred or otherwise assigned, except where ownership of the business remains identical.

(3) A transfer in the ownership or control of a massage business shall constitute change in the licensee and the existing license shall be deemed surrendered, extinguished and void. A new application and license shall be filed and processed as provided in Section 3-29-5 prior to such transfer taking effect. Any transfer in the ownership of a massage business in violation of this section shall constitute operation of such business without a license.

(4) No massage business, single massage therapist, practitioner or person issued an Asian bodywork approach exemption certificate under this Ordinance shall use shall use: the name or telephone number of a prior massage business after the transfer of ownership or control of a massage business or any name or telephone

number which is different than those in the application for the massage business license or exemption certificate issued by the Village.

(5) Notice shall be provided prior to any change of the designated manager conducting business for the massage business license. The new manager shall be qualified to operate the massage business as provided in Section 3-29-9. The licensee shall, not less than ten business days before such change is to take effect, give the Village Clerk written notice of such change. The notice shall include any information concerning the new manager which is required in Section 3-29-5 of this Title.

**3-29-10: Limitation on Issuance and Renewal of License or Permit:**

No massage business license or Asian bodywork approach exemption certificate shall be issued or renewed:

(1) To an applicant or owner who has been convicted of the following offenses:

- a. Any offense involving sexual misconduct with children or other sex offenses as defined in Article II of the Criminal Code of 1961, as amended.
- b. Any felony based upon conduct or involvement in such business or activity or related or similar business or activity, within the past ten years; or
- c. Any felony unrelated to conduct or involvement in such business or activity or related or similar business or activity, but which felony involved the use of a deadly weapon, traffic in narcotic drugs, or violence against another person, including rape, within the past five years; or
- d. Any misdemeanor or licensing ordinance violation, based upon conduct or involvement in such business or activity or related or similar business or activity, within the past five years.

(2) To an applicant, owner or agent or straw person for such applicant or owner whose license issued under this Title has been revoked for cause.

(3) To an applicant or owner who at the time of application for renewal of any license issued hereunder would not be eligible for such license or permit upon a first application.

(4) To an applicant or owner under the age of 18 years of age.

(5) To an applicant or owner where grounds for revocation exists as provided under Section 3-20-15.

(6) In addition to the provisions stated above, no massage business license shall be issued or renewed as follows:

a. To a corporation, unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the "Business Corporation Act of 1983", as amended, to transact business in Illinois.

b. To any applicant or owner whose place of business is conducted by a manager unless the manager possesses the same qualifications required by the licensee.

c. To an applicant or owner who is not a beneficial owner of the business to be operated by the licensee.

**3-29-11: Fees:**

(1) The fee for a massage business license shall be \$100.00 and such license shall be valid for two years from July 1 to June 30 of the second year.

(2) The fee for a Asian bodywork approach exemption certificate shall be \$100.00 and such certificate shall be valid for one year from July 1 to June 30 of the next year.

(3) A fingerprint fee of equal to the current rate being charged by the State of Illinois for processing fingerprints shall be paid for each person required to submit fingerprints under this Title.

**3-19-12: Expiration of Massage License, Certificate and Renewal:**

(1) Each massage license shall expire every two years on June 30 and may be renewed only by making application as provided in Section 3-29-5. Provided, in lieu of full submittal, an applicant or owner may, on forms provided by the Village Clerk, certify that the information previously provided remains true and valid. This renewal application shall be processed as provided in Section 3-29-7. Application for renewal should be made at least 30 days before the expiration date, the expiration of the massage license will not be affected. Renewal applications for massage business licenses shall be obtained from the Village's Clerk's office.

(2) When the Village Clerk denies renewal of a massage license or exemption certificate as provided for in this Title, the applicant or owner shall not be considered for a license or permit for one year from the date of denial. Provided, if subsequent to denial the Village Clerk finds that the basis for denial of the renewal license has been corrected or abated, the applicant or owner may be granted a license.

(3) Upon expiration of an Asian bodywork approach Exemption certificate the practitioner shall renew his/her application for an exemption certificate on a form issued by the Village Clerk's office.

**3-29-13: Massage Business Facilities:**

No license or renewal thereof, shall be issued to conduct a massage business unless an inspection, conducted not less than once each year, discloses that the business complies with each of the following minimum requirements:

- (1) Hot and cold running water shall be provided.
- (2) Adequate private dressing and toilet facilities shall be provided from patrons.
- (3) All walls, ceilings, floors, steam rooms, and other physical facilities in a massage business shall be kept in good repair, and maintained in a clean and sanitary condition.
- (4) Clean and sanitary towels and linens shall be provided for each client receiving massage services. No common use of towels or linens shall be permitted.
- (5) When any license shall have been revoked for cause, no license shall be considered for the period of one year thereafter for the conduct of a massage business.

**3-29-14: Notice of Revocation, Suspension or Refusal of a License or Certificate:**

No license or Asian bodywork approach exemption certificate shall be revoked, suspended, or refused until the applicant, license holder or Asian bodywork approach exemption certificate holder has received written notice from the Village Clerk. The notice shall set forth the allegations of why the license or certificate should be revoked, suspended, or refused. Said written notice shall be served upon the license holder or Asian bodywork approach exemption certificate holder by delivering the same personally or by leaving such notice at the place of business or residence of the license holder or Asian bodywork approach exemption certificate holder representative identified in the application. The license holder shall notify the Village within 48 hours of any change in the name or address of its representative cannot be found, and the service of such notice cannot be otherwise made in the manner therein provided, a copy of such notice shall be sent by registered mail, postage prepaid, addressed to the license holder or Asian bodywork approach Exemption certificate holder at the licensee's place of business or residence. The revocation or suspension of a license, or exemption certificate shall be deemed effective three business days after personal service or after the mailing of the written notice as provided herein.

### **3-29-15: Revocation or Suspension of a License:**

The license of a massage business may be revoked or suspended, in addition to the fines provided for in section 3-29-20 herein, upon one or more of the following grounds:

(1) The license holder or Asian bodywork approach exemption certificate holder has committed an act(s) of fraud or deceit in the application for license, or renewal thereof, submitted to the Village Clerk.

(2) The license holder or Asian bodywork approach exemption certificate holder is engaged in the practice of massage under a false or assumed name, or is impersonating another massage therapist of a like or different name.

(3) The license holder or Asian bodywork approach exemption certificate holder has committed an act of fraudulent, false, misleading or deceptive advertising, or prescribing medicines, drugs, or practices any other licensed profession without legal authority therefore.

(4) The license holder or Asian bodywork approach exemption certificate holder has committed an act(s) of prostitution, sexual offense, or trafficking in controlled substances after the date of issuance of a massage establishment license.

(5) The license holder or Asian bodywork approach exemption certificate holder is found to be in violation of any section of this Title.

(6) The license holder or Asian bodywork approach exemption certificate holder permits acts of prostitution or solicitations for acts of prostitution to be performed within the premises or elsewhere or permits any procedure during the performance of services within or off the premises that are performed for the purpose of sexual arousal or gratification of any patron, or should reasonably be expected to cause such result, or permits the use of trafficking of controlled substances or cannabis on the premises.

(7) The license holder or Asian bodywork approach exemption certificate holder performs an act of prostitution within the premises or without the premises or solicits an act of prostitution on or off the premises or performs services within or without the premises in such a manner for the purpose of sexual arousal or gratification of a patron, or should reasonably be expected to cause such result, or the licensee uses or is trafficking in controlled substances or cannabis.

(8) The license holder or Asian bodywork approach exemption certificate holder has violated or is not in compliance with Section 3-29-16 of this title and the license has been suspended within the preceding 24 months.

(9) A license holder or Asian bodywork approach exemption certificate holder knowingly conducted massage activities in the Village during a period of time when the license holder's license was suspended.

(10) Within a 24-month period, a person or persons committed an offense as listed in Section 3-29-9(1), which substantially occurred in or on a licensed premises, and for which a conviction has been obtained, and the person or persons were employees of the license holder at the time the offenses were committed. The fact that a conviction is being appealed shall have no effect on the revocation of the license.

(11) A license holder or Asian bodywork approach exemption certificate holder is delinquent in payment to the Village for ad valorem taxes or other taxes related to the massage therapy business.

**3-19-16: Hearing:**

(1) Any applicant, owner, license holder or Asian bodywork approach exemption certificate holder who receives a notice of denial, revocation or suspension may file a request for hearing with the Village Administrator as provided herein. Such request shall be filed with the Village Administrator in writing no later than ten (10) business days following receipt of the notice, and shall include a response to the Village Clerk's notice. Such response shall include a brief statement addressing the substantive deficiencies cited in the Village Clerk's notice and shall set forth the basis for why the license should not be denied, revoked or suspended. If a request for hearing is filed of an order of the Village Clerk suspending or revoking a license, such suspension or revocation shall be stayed pending final order of the Village Administrator as provided in this section. If a request for hearing is not filed, the Village Administrator may review the allegations and any other pertinent material, and enter a ruling revoking, suspending or refusing to issue a license.

(2) When any applicant licensee or Asian bodywork approach exemption certificate holder requests a hearing, the Village Administrator shall schedule an informal public hearing not later than ten business days following receipt of such request. The purpose of the hearing will be to offer the applicant or licensee an opportunity to show cause why the application should not be suspended or revoked. A record shall be made of the public hearing and documents may be submitted and/or testimony given, either in person or through sworn affidavit. The Illinois Code of Civil Procedure shall not be applicable to such hearing. Hearsay may be admissible so long as the hearing officer determines that it bears an indicia of reliability and so long as the rules associated with hearsay are equally applied to all participants in the hearing. This record may be made by electronic recording. The Village Administrator shall have the power to administer oaths and to continue the hearing from time to time to permit the applicant to provide additional information. Provided, the Village Administrator may designate a hearing officer to schedule, convene and conduct the public hearing. In such case, the hearing officer shall have the same powers as the Village Administrator to administer oaths and to continue the hearing from time to time to permit the applicant to provide additional information. Where such designation has been made, the hearing officer shall submit proposed findings and recommendations to the Village Administrator within 21 days of the close of the hearing.

(3) Any violation of this ordinance or unlawful act of any employee of a licensed massage business committed on a licensed premises shall be attributable to the licensed massage business.

(4) Within 28 days after the close of hearing set forth in subsection (b) above, the Village Administrator shall make written findings of fact and issue an appropriate order. A copy of such order shall be promptly served upon the applicant, license holder or Asian bodywork approach exemption certificate holder. If the Village Administrator determines that the license should be revoked or suspended, the suspension or revocation shall take effect immediately upon receipt unless otherwise specified.

(5) The decision of the Village Administrator as provided in subsection (c) above shall be the final administrative action of the Village with respect to the license or application, and shall be subject to the immediate appeal by the licensee, applicant or Asian bodywork approach exemption certificate holder to the Circuit Court of Cook County. Such appeal to the circuit court shall be filed not later than 35 days following receipt of the Village Administrator's findings and order. Failure to file such appeal as provided herein shall render the Village Administrator decision final.

**3-29-17: Prohibited Acts and Conditions:**

(1) No employee or operator of a massage business or holder of an Asian bodywork approach Exemption certificate shall perform, offer or agree to perform any act which would require the touching of a patron's sexual or genital area.

(2) The sexual or genital areas of patrons shall be covered by towels, clothing, cloths or undergarments at all times which in a massage business premises.

(3) It shall be unlawful for any person, knowingly, in a massage business to place his or her hand upon, to touch with any part of his or her body, to fondle in any manner, or to massage, a sexual or genital area of any other person.

(4) No employee or operator shall administer a massage to a patron exhibiting any skin fungus, skin infection, skin inflammation, or skin eruption, unless a physician duly licensed by the State of Illinois certifies in writing that such persons may be safely massaged prescribing the conditions thereof.

(5) Massage business employees and agents, and massage therapists must wear clean, non-transparent outer garments fully covering the sexual or genital area.

(6) Massage business are prohibited from advertising in ways which would suggest that employees are dressed in a way other than that allowed in this section, or that any services other than those defined by this Title are available.

(7) Any license or Asian bodywork approach exemption certificate issued under this Title shall be displayed in a conspicuous location within the customer area of a licensed business. Massage therapists shall display in a conspicuous location within the customer area their State of Illinois License at all times when they are performing, or holding themselves out as available to perform, any massage activities.

(8) At all times during the hours of operation of a massage business there shall be present a manager or other employee of the license holder who shall be not less than 18 years of age.

(9) No massage business license holder shall employ as a massage therapist any person unless said person has obtained and has in effect a license issued by the State of Illinois.

(10) It shall be unlawful for any business which holds a license to operate a massage business Asian bodywork approach exemption certificate holder within the Village to fail to comply with the conditions and regulations set forth in this Section or to suffer or permit noncompliance with such conditions and regulations on or within the licensed premises.

(11) It shall be unlawful for any business licensed as provided in this Title to operate under any name or conduct business under any designation not specified in such license.

(12) Massage may be practiced only for the purposes of physical fitness, relaxation or medical therapy. The practice of massage for any other purpose is prohibited.

(13) The doors to the individual massage rooms shall not be equipped with any locking device and shall not be blocked or obstructed from either side.

(14) The doors which customers use for egress and ingress to any massage business shall not be locked during regular business hours. For purposes of this section regular business hours shall be considered anytime in which massage is being offered on a licensed premises.

(15) No person providing a massage shall escort the person receiving the massage from the customer or patrons parked vehicle into the premises where the massage is to be performed.

(16) It shall be unlawful for any business licensed as provided in this Title to advertise or use any other business name to advertise any service which is not authorized by this Title in any manner. Internet advertisements containing unlawful advertising and listing the address of a licensed business shall be presumed to have been originated by the license holder at that address who shall bear the burden by

clear and convincing evidence to establish that the advertising was not placed by the licensed business or its agent.

(17) All person working for a licensed business or holding and exemption certificate shall have an Illinois Drivers License or Illinois Secretary of State identification card present with them while working on a licensed premise.

(18) Any business holding a massage therapy license shall be liable for the acts of its employees without scienter of the employee's acts. All persons offering or providing Asian bodywork approaches in any licensed massage business shall be employees of that business and not independent contractors, or sub-lessees.

**3-29-18. Premises Restrictions:**

(1) No massage business shall be located on any premises for which a license to sell alcoholic liquor has been issued.

(2) The massage business premises shall be in compliance with applicable codes and ordinances of the Village, including, but not limited to, zoning, building and life safety codes.

(3) When any license shall have been revoked for cause, no license shall be granted to any person for a period of five years thereafter for the conduct of a massage business in the premises described in the revoked license.

**3-29-19: Inspection of Massage Businesses:**

The Village Administrator, or his/her authorized designee, shall from time to time, and at least once a year, make an inspection of each massage business granted a license under the provisions of this Title for the purposes of determining that the provisions of this Title are complied with. Such inspections shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any license holder to fail to allow such inspection officer access to the premises or to hinder such officer in any manner.

**3-29-20: Penalty for Violation:**

Any person, corporation, firm or partnership found guilty of violation, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Title shall be punished by a fine of not less than \$500.00, nor more than \$1,500.00 for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. In addition to any other penalty, a license holder violating any provision of this Title may be subject to having their license revoked, suspended or not renewed.

**SECTION TWO: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable, and if any court of competent jurisdiction shall hold

any part or portion of this Ordinance invalid, such decision shall not affect the validity of the remaining provision 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 become effective ten days after its passage, execution by the Village President and publication in pamphlet form as required by law. All massage businesses or persons subject to the conditions of this Ordinance shall immediately comply with the terms and conditions of this Ordinance, there specifically being no grandfathering of existing massage businesses or persons providing massages being grandfathered based upon prior practices or ordinances of the Village of Bartlett.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015-\_\_\_\_\_, enacted on \_\_\_\_\_, 2015, and approved on \_\_\_\_\_, 2015, and published in pamphlet form on \_\_\_\_\_, 2015, as the same appears from the official records of the Village of Bartlett.

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

