

File

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**JULY 21, 2015**  
**7:00 P.M.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **\*CONSENT AGENDA\***

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

- \*6. **MINUTES:** Board & Committee Minutes – July 7, 2015
- \*7. **BILL LIST:** July 21, 2015
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:** Tom Kunce Recognition  
National Night Out Proclamation
10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL:** (Note: Three (3) minute time limit per person)
12. **STANDING COMMITTEE REPORTS:**

**A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE**

1. Bartlett Ridge Preliminary Subdivision Plat, PUD, Rezoning, Special Use, Plan Amendment
2. Brewster Creek Business Park - Ace Relocation Site Plan
3. 1200 Pinetree Lane Fence Variation

**B. BUILDING COMMITTEE, CHAIRMAN HOPKINS**

No Report

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

- \*1. Brewster Creek TIF Developer Note #3, Payout #26

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

- \*1. Executive Session Minutes Review
- \*2. Jain Amplifier Permit Request
- \*3. Miller Amplifier Permit Request
- \*4. Boyer Amplifier Permit Request

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

No Report

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

1. North Hale Water Main Replacement Project

13. **NEW BUSINESS:**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES:**
15. **ADJOURNMENT**





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1. CALL TO ORDER

President Wallace called the regular meeting of July 7, 2015 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke, President Wallace were present.

ABSENT: Trustee Arends (arrived at 7:02 p.m.)

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Economic Development Coordinator Tony Fradin, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Kent Williams, Deputy Chief Joe Leonas, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION

Murgesh Gajar from BAPS did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Reinke stated that he would like to remove the Executive Session Minutes Review from the Consent Agenda.

Trustee Camerer moved to amend the Consent Agenda and all items contained therein, and that motion was seconded by Trustee Deyne.



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

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

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

**ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA**

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT

Finance Director, Jeff Martynowicz summarized the Municipal Sales Tax Report for fiscal year 2014/15 as of April, 2015 to be at \$2,116,036 and indicated that it represents a 2.26% increase over the same time period last year. He stated that the Motor Fuel Tax Allotment Report reflects revenues through May, 2015 and the year to date revenue is \$89,988 and is down 15.6% from the same time period last year.

Trustee Camerer asked why it was down 15.6%.

J. Martynowicz stated that it could be a late disbursement from one of the vendors and it usually makes up for itself the next month.

President Wallace asked if there was anything particular he would like to mention as far as down state issues that are coming up or that he can predict.

J. Martynowicz stated that he was keeping a close eye on what's going on in Springfield and obviously everyone knows the state budget hasn't passed. We're not so sure what that effect will be for our state income tax, which will be late, or so he assumes, starting in July. There's other bills such as a property tax freeze for the next two years, but as far as our local economy goes, there are positive results, based on the way we budgeted this



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year. Real Estate transfer tax is doing well and the Building department is very busy and we're generating permits, a lot of good things locally. Our auditors will be in next week.

9. PRESIDENT'S REPORT - None

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Arends commended the Police department and the Public Works department on their excellent assistance with the 4<sup>th</sup> of July celebration. We have a lot of people that come to the 4<sup>th</sup> of July celebration from other towns because there's an obvious police presence, its clean, and they can see our sense of cooperation between all the people. The Park District did a great job with the fest, it was a great place to make memories, and that's what we always wanted it to be. In particular, she wanted to mention Jeff Pretkelis. She wanted to mention that he was standing in a little group of people and there were two residents talking about how their people exit the grounds after fireworks. Sergeant Pretkelis carefully explained the reason that we do what we do to get people out of the parking lot and away from the fest. She thanked them for their work and excellent performance with the fest.

11. TOWN HALL

**Gary Danno, 113 Railroad Avenue and the former owner of 121 Railroad Avenue property which is known as the Lucky Jack's location.**

Mr. Danno stated that due to a series of unfortunate events that led to the property on the corner to fall into disrepair, ownership was passed on to Mike Olsen. He made a deal with Mike Olsen, and sold him the historic property and wants to use TIF funding to help restore the historic building to its former glory. Without the TIF, the building will surely be demolished. Mr. Danno asked the Board to approve the TIF.

**David Barry, 900 Poplar Lane**

Mr. Barry stated that he was the President of the Library Board. They submitted a Resolution against the TIF. The State Library Director informed Barry that they won't receive funding this year because of what's going on in Springfield and those funds normally are used towards databases for their patrons that won't be there anymore. They need as much money as they can possibly get, so he asks the Board to vote against the TIF.

**Mike Werden, 431 South Main Street**

Mr. Werden encouraged the Board to vote for the TIF. He stated that that need to have a vision, a plan, and do things with the money and not have things concealed where they don't know what's happening, He would like to see Bartlett rise again since they are proud citizens.



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**Ashley Ern, Principal of the Chesterbrook Academy**

Ms. Ern opposed the development of Bannerman's. She stated that Chesterbrook's philosophy is to provide a safe and nurturing environment for all their students and families. Their hours of operation are until 6:30 p.m. Bannerman's is interested in putting in a beer garden and volleyball court that would be right next door to one of their playgrounds and is a safety concern for them and their families. She appealed to the Board to vote "no" to the development of Bannerman's Sports Bar.

They submitted a petition of parents and local residents against the proposed beer garden/volleyball court.

**Rob Carning, 29W 470 Sunset Ridge**

Mr. Carning stated he is also opposing the Bannerman's proposal. Children would be outside on the playgrounds when patrons next door would be drinking and become a hazard to the children and parents who would be coming to pick up their children. He stated there are several families of Chesterbrook opposing this proposal.

**Pat Kelly, 1009 Bentley Lane**

Ms. Kelly stated that she is also opposing the Bannerman's proposal. She stated that Bannerman's is proposing a 7,800 sq. ft. sports bar with an outdoor beer garden and two volleyball courts. They will literally abut to the playground area of the daycare. The townhomes behind it will have their property values impacted. She opposes the Bannerman's proposal and hopes that the Board will vote against it.

**Heather Matthews, 817 Grant Street**

Ms. Matthews stated that she is also a Chesterbrook parent and one of her main concerns is parking. She stated that the proposal currently includes less than half the minimum required parking spots for on sight, and she is concerned that people will park in Chesterbrook's parking lot. She stated that parents that live next to the current Bannerman's have reported similar problems with parking especially during high profile events such as concert. She was concerned that patrons would also smoke in front of the daycare and refused to move when the parents asked them to. She stated they are also using the parking spots across the street but did feel that it was enough space. She is concerned about the noise and the bands will be doing sound checks and practice during the day while the children are napping. She is concerned with people smoking in such a close proximity to where the children play outside. She explained that this is not the right location for such an establishment and should be in a different location.

**12. STANDING COMMITTEE REPORTS**

**A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE**



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Trustee Camerer recused himself at 7:25 p.m. because he had a business in the TIF district and stepped out before they began.

Attorney Mraz stated that if a Village Board member or the Village President have an interest in the property in the Redevelopment Project Area, the TIF Act provides that person is disqualified from voting. Section 11-74.45 of the TIF Act provides in this instance, where the Joint Review Board which is comprised of a representative from each taxing body, a public member and a Village member, vote to reject the TIF Plan, it then requires a 3/5 vote of the corporate authorities, meaning the Village President and Board of Trustees. However, in that 3/5 vote you exclude members who are ineligible to vote because of a conflict of interest, meaning a voting member who owns a direct or indirect interest in property in the proposed Redevelopment Project Area with regard to the three ordinances on the Agenda regarding the Downtown TIF. Trustee Camerer leases space which creates a conflict which disqualifies him from voting. In this case, it would be a 3/5 of 6 members, being the 5 Trustees and the Village President, so it requires 4 votes to pass each of the three different ordinances before you this evening.

Trustee Deyne moved to approve Ordinance 2015-54 approving the Village of Bartlett Downtown TIF Redevelopment Project Area as presented and was seconded by Trustee Arends. President Wallace asked if there was any discussion.

Trustee Deyne stated that he did a great deal of soul searching about how he would vote this evening. He has talked to business owners in the Village and listened to what they said during open meetings. The decision we will be making tonight will affect our Village for 20 plus years and it's a decision we should not take lightly.

He moved to Bartlett in 1976 and remembered driving down Main Street and it wasn't a pleasant sight. He has heard a lot of criticism about the last TIF and asked himself, "are these nay sayers right? Did the last TIF work, was it perfect, did it hit a home run?" We all can say "no it didn't", but at least we reached for space and the downtown area is greatly improved. We can all say the downtown area is much better now because of that TIF. No more vacant industrial properties, Setko Fasteners, Flexweld or environmental concerns. He knew we will never be a downtown Naperville or St. Charles and didn't think anyone believed it will be, but we can't quit trying to improve what we have. These downtown business owners are crying for help and he believed they have an obligation and responsibility to help these people survive. They are struggling and he sympathized with them. He once had a business that suffered, but couldn't reach out to anyone. Yes, it was their choice to open a business, but isn't that the American way? Try to improve the quality of life for you and your family. Now they have that opportunity. If someone were drowning wouldn't you throw them a life line? That's what these business owners are asking for now. They need to believe they can survive and tonight we have that opportunity to throw them a life line, to breath life back into an area we all should be so heavily committed to. He ask them not to turn their back on these businesses. Don't let



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them drown. Give them something to look forward to. Give them hope. Do your job and fulfill your civic responsibility and protect these existing, new, and potential businesses.

Regarding the other taxing bodies, sharpen your pencil, just as this Village Board did with our last budget. You survived the last TIF and you will survive this one. I'm sure you all have qualified people working to see your budgets are balanced. Don't do this at the expense of the downtown businesses. He respected the commission members that service our Village and understands we have developers interested in downtown, but will they come without a TIF? He didn't know but we must give this a chance. He remembered Bartlett in 1976 and given a choice he would take what we have now and knows this wouldn't have happened without a TIF.

He asked if they were satisfied with the downtown area? Is this what you want 20 years from now? Or do you want to take a chance, together, that we can make it better. Don't allow the downtown to remain stagnate and dormant. It needs infusion to change, please give this TIF a chance.

President Wallace stated that he had taken notes during the Hearing and that the President of the Fire District said it best, "its not an easy decision." It's a difficult time for all organizations, but as the gentleman at the podium said, "this is one of the vehicles we have as a Village that provides us the ability to do these things, to improve areas that are running in to some hard times." He found that 22 people stood up and spoke, there were 15 positive comments and 7 negative. He stated this was important that we understand that this is very near and dear to some of our longest living businesses.

Trustee Reinke stated that he did some soul searching and took copious notes and looked back over them and digested what everyone said. He agreed with something that Mr. Peri had said, "small business is the heart and soul of our economy." This quote helped him conceptualize the TIF issue. He desperately wants to do something that will help our small businesses in the downtown. He wanted to do something to help every resident and business in the Village of Bartlett. He didn't think their business should be solely focused on the downtown. He didn't think the proposed TIF is the answer to the problem. He stated that as a preliminary matter, this TIF comes way too soon after the expiration of the previous TIF. How is this TIF any different than the last? In his opinion, they should rely on the plan. He's troubled by the lack of a comprehensive plan to address the many challenges of the downtown. He stated that we have this older plan for the downtown, but he feels we need a radically new approach that does something more than simply put a band-aid on our downtown. We need a plan that reimagines the downtown in a physically and economically feasible manner. One of the staff members during the JRB meeting, mentioned that this is "not a plan really, just financing". He stated that Mr. Peri's comment and the staff member's comments struck a cord with him. We're not talking about a plan, we're just throwing money at a problem which the government and people tend to do and he's not going to support that. He stated that the TIF will divert money away from other



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taxing districts. He agrees with Trustee Deyne's statement about the other taxing districts need to sharpen their pencils, certainly there are some more than others. Sharpening that pencil and minding your business sounds relatively innocuous when we're talking about a larger taxing body like U-46 with a half billion dollar budget, that is far more able to absorb what we're going to do to them. He would to focus on the districts like the Fire Protection District and the Library, smaller, more modest districts wherein their major source of revenue is property taxes. He states that our fellow units of local government have told us time and time again that diverted funds will harm their ability to serve our residents, and rest assured, there's one thing we can be certain of, the government always gets its money from the people. Those districts will get the money that they need to operate. They will shift the burden that would otherwise fall inside that TIF district, to outside the TIF district, so in other words, we're all going to pay just a little bit more, depending on the taxing body, to support the TIF. He stated that one of the more noticeable arguments about the TIF are that many people have stated that potential redevelopment will occur if the TIF passes. As an attorney, he represents governmental entities that have established TIF's that have had TIF's and had to administer them. He has represented developers that have used TIF funds, sometimes small amounts, some times larger amounts, and he believes it's entirely possible to establish a public private partnership to revitalize an area without TIF funds. In the context of Bartlett, he has heard many people say that we have this potential redevelopment if the TIF passes. At the TIF Hearing back in June, he asked and encouraged anyone to provide him with the plans of these developers, of which he has heard nothing yet. He hasn't heard any proposal to benefit the Village, absolutely nothing. He can't vote for a TIF that has no assurances, that's not his job.

His job is to consider the facts that are presented, that he can look at and think about, and then make his vote. He won't make his vote based on promises or assurances. One of the most interesting things about Bartlett politics is how many things they don't talk about publicly. It's a very interesting phenomenon not unique to Bartlett, and we have an acute case of it here. There is a concerted effort to keep things quiet and not rock the boat. He understands that it's designed to instill fear and control. He knows a lot of business people in town, through his civic activities and his role as an attorney, he represents the Chamber of Commerce. He stated that people will pull him aside and whisper to him and say, "I think this TIF thing is a bad idea, but I don't want to say anything publicly." So they say things like what about the businesses outside the TIF, what about the residents themselves, struggling to do things. In other words, "where's my TIF?" A very respected member of our business community said to him, "where's my TIF?" and he couldn't answer him. He had no answer for them and he couldn't answer it. That is not a good answer to the silent majority that is out there. His hope for the TIF, which he did support, was to develop a game changer, and this isn't it. This TIF is not like Brewster Creek...such a comparison is tantamount to apples and oranges. The TIF on Route 59 further south would have the potential for bringing a game changer. He believed that the Lake Street TIF, despite a lot of difficulties with it, would make some head weight there



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as well, that it could also be a game changer. He doesn't think that this TIF is actually going to solve the issues that are strangling our businesses, village-wide, in particular, the downtown.

A couple of the issues that he did ferret out of the comments by the residents that attended, included things like property taxes. He wanted to make one thing very clear, the TIF will not reduce property taxes, so that problem is not going away. A gentleman complained about his property taxes being \$32,000 dollars a year, the TIF isn't going to fix that, there is no way they will be able to fix that as a Village Board. The Cook County sales tax obviously discourages commerce in the Cook county side of the Village, and he believes the Village has to oppose the current proposal to yet again increase the sales tax and encourage reckless spending by the folks in Cook County. The downtown infrastructure and layout, however you wish to conceptualize it, a TIF this size, approximately \$17.5 million dollars is not going to change the infrastructure or the layout downtown, but he wishes it could. The downtown traffic study that they did about two years ago told us that the downtown is about as good as it's going to get, the traffic isn't going to get any better unless we realign Oak and Main, and that's going to cost millions and millions of dollars, and frankly that's unachievable. The TIF won't move the train, it won't move the roads. Going back to things that people don't like to talk about, we've made some bad decisions haven't we? We've made some bad decisions about the split platform on the train, Hindsight has always been 20/20, but we did make that bad decision, but make no mistake, that bad decision, is not a lack of planning, its bad planning, so we did create part of this problem, and we need to work to fix it.

He stated that there are a number of redevelopment tools available and viable for us. The creation of the downtown business development district based on realistic yet comprehensive redevelopment plan, one that is the subject of intense public comment, intense review, a vision, a rebranding of our downtown. The use of property tax abatements, which he understands is challenging, but we could do that. Sales tax rebates, creative redevelopment agreements, let's work with developers instead of against them. We can issue bonds and obtain grants, to pay for public improvements like sewers, roads and bike paths. We can waive permit fees and there are other possibilities. We can reform our zoning and other ordinances to ease burdens and facilitate development to encourage business owners to develop, however, he does not think any of these things is a cure-all. Anyone that tries to tell you that this problem is village-wide or the downtown, all the challenges those businesses face is going to be cured by a TIF is trying to sell you snake oil. The TIF is not going to fix all these problems, we all have to work together to oppose increases in property tax and government spending. We have to continue to sharpen our pencil and encourage the local taxing bodies to sharpen their pencils as well. We have to reach out to our Cook County Commissioner and Republican Chair to oppose the sales tax increase. We need to develop a viable plan for downtown with a reasonable chance for success. None of this high in the sky stuff, we have to think about a downtown that's going to work for us and be realistic about it, even shop locally



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if we could do that. We need to challenge our staff to preserve and promote what we have, and at some point we could consider a TIF again, but in this circumstance he's going to have to vote "no".

Trustee Carbonaro stated that he agrees with Trustee Deyne and Trustee Reinke, that we need this TIF, but with what's happening in Springfield and what is in the near future, he does not think this is the year to do it. Maybe in a year from now, but not now.

President Wallace stated that during the Public Hearing, one of the fire protection trustees called him out for essentially, and maybe accurately, but not intentionally, Trustee Langfelder made a comment that he was a little abrasive after his comments and he wanted to apologize for his actions. They weren't intentional, but we wanted to apologize for what he had done. He stated that some of the things Trustee Deyne and Trustee Reinke pointed out were really good points that we've discussed at length over and over again.

Trustee Arends stated she was not in favor of this TIF from the beginning simply because it covered an area that was already covered and the TIF would have very little effect on their budget in the next 5-10 years. The heartfelt speeches at the last meeting, point out that Bartlett still has the small town flavor, and that if we forget what this town was, and if we keep picking away at it, it's going to become unrecognizable and undesirable. She will be voting "yes" on the TIF, however, she's not sure this is the right time, because right now we don't know what's going to happen with the State, and although this might not have an effect on the TIF money, she thinks that she would rather wait and see what the State goes through.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2015-54 APPROVING THE  
DOWNTOWN TIF REDEVELOPMENT PROJECT AREA**

**AYES:** Trustee Deyne

**NAYS:** Trustees Arends, Carbonaro, Deyne, Hopkins, Reinke

**ABSENT:** None

**RECUSED:** Trustee Camerer

**MOTION FAILED**

Trustee Reinke presented Ordinance 2015-55, An Ordinance Designating the Village of Bartlett Downtown Tax Increment Financing Redevelopment Project Area.

Trustee Deyne moved to approve Ordinance 2015-55, An Ordinance Designating the Village of Bartlett Downtown Tax Increment Financing Redevelopment Project Area as presented, and that motion was seconded by Trustee Hopkins.



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**ROLL CALL VOTE TO APPROVE ORDINANCE 2015-55 DESIGNATING THE DOWNTOWN TIF REDEVELOPMENT PROJECT AREA**

**AYES:** Trustee Deyne  
**NAYS:** Trustees Arends, Carbonaro, Deyne, Hopkins, Reinke  
**ABSENT:** None  
**RECUSED:** Trustee Camerer  
**MOTION FAILED**

Trustee Reinke presented Ordinance 2015-56, An Ordinance Adopting Tax Increment Financing for the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, in Connection with the Designation of the Village of Bartlett Downtown Tax Increment Redevelopment Project Area.

Trustee Deyne moved to approve Ordinance 2015-56, An Ordinance Adopting Tax Increment Financing for the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, in Connection with the Designation of the Village of Bartlett Downtown Tax Increment Redevelopment Project Area as presented, and that motion was seconded by Trustee Carbonaro.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2015-56 ADOPTING TIF IN CONNECTION WITH REDEVELOPMENT AREA**

**AYES:** Trustee Deyne  
**NAYS:** Trustees Arends, Carbonaro, Deyne, Hopkins, Reinke  
**ABSENT:** None  
**RECUSED:** Trustee Camerer  
**MOTION FAILED**

Trustee Camerer returned to the meeting at 7:49 p.m.

**B. BUILDING COMMITTEE, CHAIRMAN HOPKINS**

Trustee Hopkins stated that there was no report.

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

Trustee Deyne stated that there was no report.

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

Trustee Arends presented Resolution 2015-57-R Executive Session Minutes Review.

She stated that all of the executive session minutes are required to be held, released, or approved after a certain amount of time. She asked Trustee Reinke to enumerate on the minutes.



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Trustee Reinke stated that he had changes he wanted to make since the minutes haven't been approved for release.

President Wallace stated that they would Table it until post executive session for approval.

Trustee Reinke motioned to table the Executive Session Minutes Review which was seconded by Trustee Arends.

**ROLL CALL VOTE TO TABLE THE EXECUTIVE SESSION MINUTES REVIEW**

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

Trustee Arends stated that the National Night Out Twilight Skate Park Bash/Tailgate Party Amplifier, National Night Out Picnic in the Park Amplifier, National Night Out Special Display Request, Kiss Amplifier Permit and Bahr Amplifier Permit requests were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO  
Trustee Carbonaro stated that there was not report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER  
Trustee Camerer stated that there was not report.

**13. NEW BUSINESS**

Trustee Reinke stated that he feels there are other things they can do and a vote of "no" on the TIF doesn't mean that they should stop helping businesses.

**14. QUESTION/ANSWER: PRESIDENT & TRUSTEES**

Trustee Hopkins asked the staff if they could talk about the water issue at a future Committee meeting and get an update on the issue.



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15. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:54 p.m.

Lorna Giles  
Village Clerk

LG/



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COMMITTEE MINUTES  
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President Wallace called the Committee of the Whole meeting to order at 7:54 p.m.

Present: Trustee Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke, President Wallace

Also Present: Village Clerk Lorna Giless, Village Administrator Valerie L. Salmons, Assistant Village Administrator Paula Schumacher, Finance Director Jeff Martynowicz, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Chief Kent Williams, Deputy Chief Joe Leonas, Grounds Superintendent Devin DeRoo, and Attorney Bryan Mraz

**PLANNING & ZONING COMMITTEE**

Bartlett Ridge

Trustee Reinke asked the Community Development Director Jim Plonczynski to review the agenda item.

J. Plonczynski this is Bartlett Ridge preliminary subdivision plan and it is the second time the Board has seen it. It has gone through the Plan Commission and through the Public Hearing for amending the plan from a townhome development of 87 units to a single family detached development of 43 units. The petitioners original layout has shown a park site. The Park District, in its review and site visit decided that they do not want that park site. The developers came to the Village with a revised design that they would like considered. They believe they can rearrange the layout of the stormwater detention and add additional lots. Their attorney Mark Eiden was there to make an appeal.

Trustee Reinke asked why the Park District does not want that park.

Ryan Homes Attorney Mark Eiden stated that the revised plan is the identical plan approved by the Plan Commission with the exception of the larger area by the detention pond that had a park and detention can easily accommodate just the detention pond and it just adds three lots to the right. They had proposed a park in the first place because the plan that was approved several years ago for 76 townhomes contained a park and they assumed that would be the continuing philosophy of the Village and Park District. Peregrine Park is contiguous to the park that they proposed and expanding on that park would make a bigger park for this relatively isolated area. The Park District decided that they would rather have all cash in lieu of land. He stated that they would now have excess land and would not want to strap a homeowner's association with the maintenance of excess land that nothing is being done with. Without amending any engineering or



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changing the road profile or anything of that nature, three lots fit I this gap. He asked Nate Wynsma, Land Acquisition Manager for Ryan Homes to give the Board further explanation.

Mr. Wynsma stated that Eagles Ridge to the east of Timberline is where Peregrine Park was original developed. In the previous approved plan, there was an add-on to that park. They were under the impression that it was desired by the Village and Park District. The expansion of that park is contiguous to that open space on the east side of Timberline. Their plan was to add to that existing park with additional land in continuation of their open space and detention area there. It was the only inter-connective part (except for the Naperville Road bike path) of the plan to the neighborhoods to the south. It was a surprise to them when the Park District did not want the land.

At that point, they have the additional burden of an impact fee versus a land donation and excess land that would only be in the HOA common area to be maintained by the association in perpetuity. The financial aspect of the cash donation added to the purchase price of the home and on-going maintenance of that land. To offset that, they looked at shifting the detention into the park area because there will be no contiguity of park open space and pathway connection to the south. This leaves the open space area along the cul-de-sac and on the north side there are three lots that line up all the way to the east property line. The same size or larger detention area would have the same storm/sewer where it is today and leave the geometry of the right-of-way, water, sewer and engineering the same. This is to offset the additional burden of impact fee versus a park.

Trustee Hopkins asked if there was a path for the homeowners to get to the park or do they have to go to Naperville Road and cut through.

Mr. Wynsma stated that without the park, there is no ability to connect. He would like to see an easement where Telluride Court was to be extended through.

Trustee Reinke stated that he thought the loss of the park was important. They have talked about trees and conservation and he understood of the burden on the homeowner's association but he felt that there was a number of homes in a modest area. He thought the park mitigated that and there should be some physical connection between the development and Peregrine Park and he encouraged them to do that.

Trustee Camerer stated that they have that in the original plan. He asked why they can't continue a path from the property and have a smaller lot size in one of the easements.

Mr. Wynsma agreed 100%, whether it's Telluride or into the park. He would like to see the connection into those neighborhoods to the south.



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Trustee Camerer stated that the area north of Peregrine Park is a very wooded area and it concerned him that they would just make a big detention area. What is staff going to do to preserve the trees? He stated that the townhouses abutting the property is the tree line and they don't want to lose that barrier. He was concerned about cutting down trees to make a detention area.

Mr. Plonczynski stated that there were a lot of concerns voiced and the developer has committed to saving them in the development of the subdivision.

Attorney Mraz stated that the longer lots that would encroach into that piece, could have tree preservation easements.

Mr. Wynsma stated that their arborist has done a tree survey and is working with the engineer to identify all the trees on the south and southeast property line that can be preserved. He has identified those trees that are unhealthy and a species that are worth saving, besides what exists on the property line as a buffer. He stated that the transition from the sidewalk to the pond in the original plan was such that most of the wooded area between the detention basin and the road did not have a lot of opportunity to save anything. The alternate plan and the area that would have been park between the storm sewer and pond would still be an untouched preservation area of trees buffering Eagles Ridge to the south. Since they are transitioning from lots to a detention basin, those three additional lots would have walk-out basements. They will have the ability to do more tree preservation on the north side of the pond with this new plan. It will be a part of the final design to find opportunities between the lots and the pond, the property line perimeter between the pond and Eagles Ridge or along Timberline to find opportunities for tree preservation.

Trustee Camerer asked what the increase was in the retention area – 1.89 acres to what?

Mr. Wynsma stated that it would stay the same but may be 1.9 or 1.91 depending how it reconfigures and final design but essentially the same.

Trustee Reinke asked how long it will take to have an understanding of the precise changes.

Mr. Wynsma stated that they would like to bring it back at the final.

Trustee Reinke asked if they should continue this matter at another Committee meeting or pass it on for the Board for consideration.

Attorney Mraz stated that the changes are significant enough so they will have to redo perhaps the Public Hearing with the Plan Commission.



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Mr. Wynsma stated that they don't have contract time to do that.

Attorney Mraz stated that they are adding lots.

Mr. Wynsma stated that the difference with the two plans, the geometry, utilities, detention volume, etc. is in substantial conformance between the two. There is a shifting of a pond and lots in that area in lieu of park land but still land that's part of the plan today.

Attorney Mraz stated that without the tree preservation plan he didn't know that they would be ready for a vote anyway.

Mr. Wynsma stated that the tree preservation plan can't be fully developed until they have final engineering.

Mr. Plonczynski stated that they have not done the final engineering, grading and all that layout. If you take the area for the tree preservation and put some to the north, it is a transition area and not graded out flat. They will also lose trees with the path connection. There is some tree saving possibilities and final engineering will determine any additional saving of trees along the property line.

Trustee Reinke stated that he understood that they are pressed for time and didn't want to be overly formulaic or rigid about how they consider the plan. He asked how the ordinance characterizes a minor versus major change.

Attorney Mraz stated that it does not define it specifically. He assumed that it was a preliminary and final plat of subdivision and it had final engineering. He didn't know the Board's feeling on voting on it before they see what tree preservation there is.

Mr. Wynsma stated that they can have details on the detention volume and better ideas between the tree survey, arborist and engineer talking on where there can be tree preservation as well as geometry on those lots by the next Board meeting.

Trustee Reinke asked that council will have conferred and settled if they are properly following the ordinance by the next meeting. He stated that they will pass this on to the Village Board.

Attorney Mraz stated that there will be a condition in the ordinance that may approve of the preliminary plat of subdivision, final engineering and approval of this Board of the tree preservation plan. He stated that they have some detailed, strict requirements with respect to tree preservation.

Mr. Plonczynski stated that they might be able to get it to the Board by that date but his technical staff will not be able to see it and react to it.



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Trustee Reinke stated that they will address that in two weeks.

Mr. Wynsma stated that the church was there that is immediately to the north of the subdivision and they are working with them on grading easements on that north property line. They also have agreements with Barrington RV on grading easements and a landscape easement so they have the ability to create new landscaping north of the property onto theirs to buffer those homes from the RV dealer. They also have an agreement with Moretti's for an easement to the emergency access to the east.

Trustee Deyne stated that at the Plan Commission they indicated that they would continue the talks for an additional emergency entrance.

Mr. Wynsma stated that it was with Moretti's.

Trustee Deyne asked about the emergency entrance with the other subdivision and if it was refused.

Mr. Wynsma stated that it was refused. They did not want the potential traffic in the connection. The dedication of right-of-way that was provided for when Timberline was developed had a two year expiration and was never fully dedicated.

President Wallace stated that he didn't want them to take anything the wrong way, they are very happy that they are building. They are just concerned that it is done right. They are very excited about the plan and there will be a lot to talk about and they will try to get it done as quickly as possible.

Mr. Wynsma stated that they know they need to come back with final engineering, etc. but their seller is getting antsy since they have owned the property for a long time.

#### Aberdeen Concept Plan

Mr. Plonczynski stated that the Aberdeen Concept Plan is proposed by Vintage Luxury Homes as a luxury apartment development at the southwest corner of Horizon Drive and Lake Street (Martino Property). They have also shown a layout of a property that the Village owns at the southeast corner of Horizon Drive and Lake Street for 432 luxury apartments. He stated that the developer was there, Joe Elias, who would like to give a presentation. He stated that the eastern portion of this development was in the TIF district.

Joe Elias from Vintage Homes presented the Aberdeen Luxury Apartments which is a mixed use luxury retail and residential development. The site is located on the southwest corner of Lake Street and Route 59 as well as either side of Horizon Drive. He stated



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that their concept is the ultimate reflection of luxury lifestyle showcased in a balanced mix of specialty shop, open air natural plaza situated amongst refined living accommodations and conveniences. The resident component is 432 luxury rental apartments. They have renowned design architecture, covered parking, ten foot ceilings, open floor plans, chef inspired kitchens, large windows with spectacular views of adjacent forest preserve and connective walking paths and riding trails. The retail component of the Aberdeen is an interesting assortment of individual shops from wine tasting and breweries, coffee houses, bike rentals and sundries store. Some of the outdoor activities include parks and pavilions, walking paths, trail networks, water features, community gardening, concerts, farmer's market, art exhibits and craft shows all located within the property. The state of the art clubhouse will have a screening room, theatre, spa and fitness center with cabanas, meeting rooms, business centers, children's center and also hotel suites. Some of the services offered will be the concierge service, room service, housekeeping, valet and shuttle, personal chef, personal training, design center and also an event planner. The property they are considering is owned privately and the other portion is owned by the Village of Bartlett. They would like to purchase the property from the Village and combine both parcels for overall development of approximately 21 acres.

Trustee Deyne asked if the property was acquired, what the timeline would be.

Mr. Elias stated that it would be immediately.

Trustee Reinke asked what the buildout time would be.

Mr. Elias stated 24 months.

Trustee Reinke asked if they constructed similar developments.

Mr. Elias stated that there is not anything like this in existence. They have constructed several multi-family apartment complexes and also luxury residential properties. This is a blend of luxury and apartments.

Trustee Camerer asked what the projected price will be on the units?

Mr. Elias stated that it is a monthly rental and the one bedroom will range from \$1,500 and the two bedrooms will be up to \$2,500.

Trustee Deyne stated that he loved the concept and that area has been vacant for a long time. He asked why they picked that area?

Mr. Elias stated that he has been a life-long resident in Barrington and has driven by the area on Route 59 and Lake Street for several years. He has seen the deterioration of that area and it is sitting vacant and he hated to see that property in the poor condition.



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He likes the locations proximately to the Elgin O'Hare expressway and the proximity to the downtown.

Trustee Deyne stated that he loved the plan and hoped that he gets agreement from the Board. This is a wonderful concept that would be a shot in the arms for the Village of Bartlett.

Trustee Camerer stated that it has the feel of a continuous care facility but it's not. He asked if it was for middle aged and older couples without kids.

Mr. Elias stated that their target demographic would be young professionals just starting out and leaving their parent's home or singles and empty nesters. There are no restrictions and they try to include something for everyone.

Trustee Hopkins asked if this development would be done in phases or all at once.

Mr. Elias stated that all of the site work and development will be done at once as well as the amenities and build the buildings and occupy them.

Trustee Deyne reiterated that this could complete in a couple of years?

Mr. Elias stated that it would depend on market absorption but they anticipate about 24 months.

Trustee Deyne asked if there was demand?

Mr. Elias stated "yes".

Trustee Reinke asked if he had other examples of developments he constructed?

Mr. Elias stated that they developed The Berkshires in Hoffman Estates, Pebblewood Court Apartments in Hanover Park and the luxury developments are Hidden Lakes in South Barrington as well as The Village Enclave, priced from \$2 million to \$20 million.

Trustee Deyne asked how many years they have been in business.

Mr. Elias stated since 1991.

Trustee Reinke stated that he would like to see more details. He thought it was a very promising concept and they are all excited. It is a problematic area and they are interested.



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President Wallace asked how the retail businesses work in their environment. Are they all owned and operated by Aberdeen?

Mr. Elias stated that the retail component will be owned wholly by Aberdeen so they are not looking to subdivide the retail from the residential. The reason is that they will control and operate some of those local shops and stores, may the brewery since they have restaurant experience. They are on a small scale retail shops. The concept encompasses having that urban lifestyle where residents can walk down, grab a sandwich, cup of coffee and walk back to their apartment or enjoy the plaza areas. It's important to maintain those businesses and the viability of those businesses from the local community but from the immediate community of Aberdeen. A portion of the rent subsidizes the retail viability of those shops. The renters get a voucher each month for \$5 at the coffee shop and can use it or give it away as a gift card. That way they keep the steady flow of income and survivability of those retail shops.

Trustee Reinke stated that the businesses are an amenity and they are subsidizing them.

Mr. Elias stated "yes".

President Wallace stated that they need to put some thought into getting more people in to support those services. Is there a mix of what portion of the retail operation is going to be in Bartlett.

Mr. Elias stated that all of it would be in Bartlett. They would annex the unincorporated area into the Village of Bartlett. The entire community would be in the Village of Bartlett.

President Wallace stated that it is a tricky place to get in and out of.

Trustee Deyne stated that he felt that they should move it beyond conceptual review and move forward with it.

#### Bannerman's Concept Plan

Mr. Plonczynski stated that the Bannerman's concept plan is located on the northwest corner of Route 59 and Schick Road, across the street from the 7 Eleven and south of the Chesterbrook Academy and east of the Quincy Bridge Road townhomes. Mr. Bannerman has been working with his engineer on a concept plan for some time and is a new 7,800 square foot sports bar and restaurant. There will be an outdoor beer garden and outdoor volleyball courts. It will also have a Dunkin Donuts component on Route 59 and a drive thru facility similar to some of the other Dunkin Donuts facilities. He has parking on site for 113 and a shared parking agreement with the Woodland Hills professional condominium association across the street for another 129 spaces - that



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parking agreement is attached. There are also some outdoor volleyball courts and the last game will start at 11:00 p.m. on weeknights and could go later on weekends. There is some amplification concerns that staff has addressed as well as storm water detention that will be underground underneath the volleyball courts that will accommodate this property as well as a small wetland area which will have to be mitigated if he chooses to move on to the entitlement process.

Murray Friedman, owner of Bannerman's Sports Grill stated that he was also a resident of Bartlett. He stated that he had an updated drawing from what is in the Board packet. He stated that the outdoor seating is on the southwest side of the building between the open area where the volleyball is and the building. He stated that he called Chesterbrook directly when he heard of their opposition. He felt that he addressed all of their problems with that phone conversation. The outdoor seating is more than a football field away from their playground. They did a sound test and felt that it would not be heard at Chesterbrook and the hours of operation will remain the same. He stated that his current location shares a wall with a daycare center and they understand the issues. In the eight years that he has owned Bannerman's, they have never had a problem where the Bartlett Police had to diffuse the situation. He stated that there has been opposition in the past in regards to some of their special events and they have always proven that whatever the Village requests, they always comply. He spoke about loud music when the bands practice and stated that it was not an issue. If they have outdoor acts, they would not begin until 8:00 p.m. when the daycare center is closed. Sound checks are done 30 minutes before shows begin. They will not have big bands outside in the summer on a consistent basis. They always make sure that their events are "right" with residents as well as the establishment. The volleyball court will have league play three times per day, Monday through Friday. The first game starts at 6:30 p.m. and the last at 9:30 p.m. and will last approximately one hour each. They will be off the court and lights will be off by 11:00 p.m.

Trustee Hopkins asked what time the beer garden will close.

Mr. Friedman stated 12:00 p.m. on weekends and approximately 11:00 p.m. on weekdays.

Trustee Arends asked if there would be music in the beer garden.

Mr. Friedman stated that his plan is to have some acoustic acts on Thursday through Saturday and an anniversary party once per year where they will bring in some big bands.

Trustee Arends asked him to be a good neighbor regarding the outdoor music.

Mr. Friedman stated that 90% of his business is from 5:00 p.m. until close. He felt that with the amount of trees and berm will not allow nearby residents to see into the property.



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Trustee Reinke asked if the screening would be vegetation only or are they going to add fences or a berm.

Mr. Friedman stated that it will be fenced from the daycare center to the driveway. They will have a berm and trees. He believed the berm would be about 8 feet.

Mr. Plonczynski stated that it is a pretty narrow area to have an 8 foot berm but perhaps with the trees it could be.

Trustee Reinke stated that the parking concerns him. How are patrons going to get from the professional center to the establishment.

Mr. Friedman stated that they use an average of 100 parking spots during a normal day. It is exceeded when they have a big band or a Blackhawk playoff game. He estimates that they require the extra parking for 30 days of the year. He has an agreement with Suburban Orthopedics to use their parking lot seven days per week, after their business closes at 8:00 p.m. and they will use it for valet parking only which is free to patrons.

Trustee Reinke stated that they could add more parking spaces if they eliminate the Dunkin Donuts which he felt they had a lot in town anyhow.

Mr. Friedman stated that the amount of parking spaces he would gain versus what Dunkin Donuts could bring to himself and the Village outweighs any gain of parking. He stated that there is not a Dunkin Donuts on the west side of the street until the middle of downtown West Chicago. He stated that Dunkin Donuts averages about 800 patrons per day and he felt it was a lot of visibility for himself and the Village.....

Trustee Reinke asked if he talked to IDOT about a curb cut from Route 59.

Mr. Friedman stated that his engineers have spoke with IDOT and they are confident that it is going to happen.

Trustee Reinke stated that it was surprising that IDOT would be willing to do that for them. He asked if there was an existing cut there.

Mr. Friedman stated that there was for a "right-in" but not a "right-out".

Mr. Plonczynski stated that this property was once proposed for a Chase bank and plaza and they had a right-in and right-out. IDOT was comfortable with that and he didn't think that Mr. Friedman's engineer changed it.

Mr. Friedman stated that he was not new to the Village and his establishment has always been done "First Class" and "right" as well as being very respectful of the neighbors and



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community. He did not think that his establishment would have any bearing on Chesterbrook.

Trustee Deyne stated that when he first looked at this plan a number of things came to mind. First, the history of his business which is expanding. He spoke about his open entertainment request when he came before the Plan Commission several years prior. He stated that there were no complaints from residents.

Mr. Friedman stated that he prided himself as being a community person first and a business man second. His future plans are based on making himself as well as the town better. He feels that this move could make the Village of Bartlett a better place.

Trustee Reinke stated that this is an exciting plan but he didn't know if it works on this particular property. He was very skeptical about the parking, buffering, screening, the outlet. He hoped that they would get some additional details and make a decision as to how this will operate. He stated that many of the residents to the northwest that they have received via e-mail and comments from Chesterbrook are very well taken and he thought noise would be an issue.

Mr. Friedman stated that the noise issues for the bands at night will not be an issue since they will position the stage on the far back west wall facing Route 59. They talked to approximately 300 residents in Woodland Hills and the first negative comment he heard was from Chesterbrook Academy.

Trustee Carbonaro asked Mr. Friedman how long he was in business in Bartlett.

Mr. Friedman stated that it is his 20<sup>th</sup> year, he started out with Annie's restaurant and now has Bannerman's in its 9<sup>th</sup> year.

Trustee Carbonaro asked him how many times the police had been called to Bannerman's since he's owned it.

Mr. Friedman stated that they were called maybe three times – they just don't have that kind of trouble.

Trustee Carbonaro asked him if he lived in the townhomes by the new establishment and went to bed at 7:30 p.m., is the noise going to wake him up.

Mr. Friedman stated that he didn't think so. The volleyball courts will have state of the art lighting and should have no leakage outward.

Trustee Carbonaro asked about the outdoor concerts.



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Mr. Friedman stated that there will be concerts outside but they will be more acoustic acts. His plan is to do the same thing he does in his current location. He stated that this will be their seventh year of doing their anniversary celebration and he didn't think that the Bartlett Police have ever had to come there. He stated that the big draws to Bannerman's when they reach full capacity is a Blackhawk playoff game or major popular bands. He stated that they plan to have a Bannerman's bus that will go 30 minutes in every direction which will depart hourly. They will also have a bike rack for bicyclists as well as a golf cart shuttle for the residents of Woodland Hills.

Trustee Reinke asked the Village Attorney is there was something in the liquor code that limited liquor licenses within residential, schools or daycare centers.

Attorney Mraz stated that they would have to look at that and was not sure is Chesterbrook would qualify. He stated that there is a distance requirement from schools and they actually measure from property line or structure.

Trustee Camerer asked if this was the best design for this lot. Perhaps the building should be closer to the front.

Mr. Friedman stated that if they put the building closer to the front then they will be closer to the daycare playground. They wanted to keep as much distance as possible to make them feel comfortable.

President Wallace asked the Chief to verify if there have been any noise complaints during the evening events.

Chief Williams stated that he would be uncomfortable making a blanket statement. He stated that they have had calls there and Murray has always been a good steward and worked very diligently to mitigate the problem. They don't have reoccurring problems but when he initially moved in there was some issues with noise to the west of which were addressed. He stated that he would have a report for the next meeting.

Trustee Reinke stated that they would move this on to the Plan Commission.

Administrator Salmons stated that this was just a concept plan so the staff will take the public comments and work with Murray to bring it back with more details.

**Rob Carney, 29W470 Sunset Ridge**

Mr. Carney stated that he was all for Murray having a new place. He didn't think this was a good location. He is right on top of the residents to the west. His current home is east of there and felt that outdoor concerts will project in his neighborhood. The daycare center has a playground on the south side as well as the north. He suggested the corner of West Bartlett and Route 59 which is a bigger lot with more trees to mitigate noise. He



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stated that beer gardens bring a different crowd and the townhomes and daycare center will be affected. He also talked about parking overflow and felt that this location will bring traffic through Woodland Hills with people cutting through to Munger Road. He felt that it was a large impact for a home community and Chesterbrook. He didn't think Dunkin Donuts was necessary and felt that they have two in town including Starbucks on Route 59.

### **Pat Kelly, 1009 Bentley Lane**

Ms. Kelly agreed and wanted to see Bannerman's grow but she didn't think this was the proper place for it. She thought it was a great concept but the daycare center right next door and the noise would be unacceptable. If he faces his speakers on Route 59 there are residences behind him as well as east of Route 59 that will hear the noise. There have been issues with Bannerman's before but that was only a very few occasions a year that he had special events. He is talking about doing this continuously with an outside beer garden and volleyball courts. She didn't think this was the right site. It will inconvenience people east of Route 59. She stated that the Fourth of July music travels for blocks and she thought this was a totally inappropriate neighbor for a daycare center and so close to residential. She thought it was a great concept to bring younger people in but it will bring a lot of noise, smoking, profanity that just comes with the business.

### **Kiersten Davis, 516 Lakeview Court**

Ms. Davis stated that she sent an e-mail to the Trustees voicing her concerns about this new location. She wished Mr. Friedman the best of luck and hoped that they find a new place for him to build. She stated that many Chesterbrook parents have expressed concerns. The town has two abandoned grocery stores, bars downtown that don't succeed and now another empty location. This new building is on the outskirts of Bartlett and she didn't understand how it would encourage people to spend time in the downtown or other locations. She felt that this was an inappropriate and ridiculous location next to residents and a daycare.

### **Jonathon Schrader, 1440 Quincy Bridge Court**

Mr. Schrader stated that the front view out of his bedroom window goes along the vector of Quincy Bridge Court into the property. He appreciated that Mr. Heidner and Mr. Friedman have tried their best to provide a plan that works and he is all for their ability to do that. When Mr. Heidner tried the mini mall concept with the bank in 2008, he spoke at the Plan Commission meeting for a solution that works for everyone. He didn't see a solution set within the property boundaries that works for everyone. He would like to understand more about the berms and trees that he plans to include. He wants to assure that he will not be able to hear the music when he is trying to sleep at night.



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### **Ms. Bhagat, 1431 Quincy Bridge Court**

Ms. Bhagat stated that she has lived here for the past ten years and she was not in favor of Bannerman's new building. She stated that she admired the Board for saving the trees and wetlands since she is an engineer. She hoped the Board would consider the little kids and residents living there. She was concerned about the children's safety at the daycare center as well as her own son who is four and goes to bed at 7:30 p.m. She stated that 80% of the street is sleeping at 9:00 p.m. since the neighborhood is young families. She also felt that this may impact the property values as well.

### **Melissa Klein, 1129 Monroe Drive**

Ms. Klein stated that she was a Bartlett born and bred resident and she loves this Village so much that she is raising her kids here. She stated that her children attend Chesterbrook and are there past 5:00 p.m. She was concerned about the clientele that a beer garden will bring and is concerned that they will hop the fence and go into the playground. She loved the concept plan but didn't think it was appropriate or responsible to put it in this location. She was sad to see so many vacated strip malls.

### **Chrissy Wan, 1721 Penny Court**

Ms. Wan stated that both of her daughters go to Chesterbrook for daycare and summer camp. She stated that they love the community. If she were choosing a daycare center and there was a bar next to it she would have to reconsider sending her children there. Her concern is that people will leave Chesterbrook because of this bar. She felt that there are much better locations other than next to a daycare center. She felt that the beer garden will bring bad language, etc. and she didn't want to have to worry about her children at the daycare at the 5:00 p.m. hour with the bar next door.

### **Ajay Gupta, 1415 Quincy Bridge Court**

Ms. Gupta stated that they lived in the townhomes directly behind this proposed location. Her backyard will but up to the potential site and they are very much opposed to this concept. She was glad that the neighbors spoke up about the kind of people that live in this community. There are over 50 units in the community and the majority is young families. She did not want to put up with this type of noise. She stated that a shuttle bus that is going to pick up and deliver people within a 30 minute radius is amplifying the size of his business and you can't count on the past with his current business structure. She felt that the magnitude of this concept needs to be carefully considered as well as his ability to manage it. She also expressed concerns with the overflow of traffic and parking in their community.

Mr. Gupta stated that Mr. Friedman has a great concept and a great vision. He felt that the site is not correct. They moved to Bartlett two years ago and chose Bartlett because it is a strong community. It has a sense that you feel safe with different demographic ages. He stated that there are a lot of little kids and families and he felt that the site is



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not correct. Please keep in mind that there are young families and he does not want to feel like he is being chased out of his own house.

**Ashley Ern, Principal of Chesterbrook Academy, 620 Mallard Court**

Ms. Ern stated that she has been a Bartlett resident for the last three years. She stated that her main concern was the playground near the volleyball courts. She is concerned about having the children out after 5:00 and she didn't want the children to see the drinking. She was also concerned about the enrollment and she didn't think parents would be so inclined to enroll their children if they had a bar next door. It could also jeopardize the jobs of her employees as well as herself. She thanked the Board for listening to their requests.

Letters were submitted from Wendy Day, 1433 Quincy Bridge Ct. and Gail Botthoff, Brentwood Neighborhood and are attached.

Administrator Salmons stated that they will sit down with all the comments and the petitioner and try to get some details.

President Wallace thanked the residents for their comments.

**LICENSE & ORDINANCE**

**Massage Ordinance**

Trustee Arends stated that they have amendments to the Ordinance to facilitate a quicker response as well as questions about prostitution at the local massage parlors.

Attorney Mraz stated that in the year 2000 and prior, the Village had a couple of instances of massage parlors and masseuses that were offering sexual favors in addition to massages. The Village took action and passed a Massage Business License ordinance in 2001. It required masseuses to meet certain criteria and apply for a license to be issued by the Village of Bartlett. We were not the only municipality that did this, other towns had some of the same problems or were trying to avoid them. The problem was that from town to town the rules were different. There a legitimate massage therapists, the problems are with a small minority. He stated that the Villages have pretty restrictive ordinances and though the State Legislature passed a massage licensing act and it pre-empted Bartlett and other municipalities from licensing masseuses. They have an Ordinance in the Bartlett Municipal Code but because of this State law that pre-empts us in many instances, large portions of that act are not enforceable because they are pre-empted by State law. Towns started fighting back a bit and some town have adopted an ordinance to register the business or make the business get a separate massage



## VILLAGE OF BARTLETT COMMITTEE MINUTES

July 7, 2015

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business license. That is different than the requirements with respect to legitimate massage therapists. The State issues a license to massage therapist and presumably does a background check. There are practitioners of what is called Asian body work approaches and those are the ones that are typically being misused for non-bona fide massage businesses. There is an exception within the State law that allows them to get a State license but there is not much of a background check, if any. Sometimes the schools of which they go are not legitimate. There is a loophole that's been created in State law with respect to that.

He stated that he has looked at other town's massage ordinances and this ordinance has exceptions, as did the last one for legitimate massage therapists. The Board has a draft before them and there are exemptions, Section 3-29-4. In that act, healthcare workers, physicians, chiropractors, barbers, athletic trainers, single massage therapists (where they perform off premises) and several exemptions where the Village is not proposing that those masseuses have a separate license from the Village. The business would get a business massage license but if their State license comes under this exception within the State act for Asian bodywork approach, they would have to get an exemption certificate from the Village. That is how the ordinance before the Board is drafted. The Village will examine the paperwork that has been submitted to the State. He stated that they have had a couple of instances where workers at massage businesses have been charged with prostitution and he didn't think you get that with massage therapists. In those instances, the masseuses in those places basically fall under that exception where they have the State license. A lot of these licenses are issued from schools in China. This ordinance is aggressive, they are classifying these types of licenses separately. One of the main issues is that the current business license, if suspension is desired, requires a Hearing on the suspension or revocation before the whole Village Board. In looking at the police reports, they are not "G" rated, they are "R" rated. It is very difficult in that type of setting to have seven judges in a Hearing. If it goes on longer than one day, who is there to start and finish, what the vote is, seven people dealing with evidence questions – it is not set up for a Hearing. This ordinance changes this process. It requires more information and possible fingerprints and pictures. In the suspension process, these licenses are reviewed, reports are submitted by the Chief of Police and other staff members to the Village Clerk. If everything is in order, the permit issues. If not, more information can be requested and potentially there could be a denial of the license. If they have a license and commit certain acts among them prostitution or not truthfully answering the applications or drugs, etc. than the license can be suspended or revoked. Any time the Village is using its licensing powers, it has to afford a licensing with due process so there would have to be some kind of a Hearing. The Hearing would be with the Village Administrator and she may designate a Hearing Officer and that decision would be appealed to the court. It clarifies over time, as they have learned with their liquor licenses that the owner has to be responsible for the acts of its employees or vicarious liability and it spells out that you are supposed to supervise your employees and you will be responsible if they are engaging in illegal activities. Before the Board is an



**VILLAGE OF BARTLETT  
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update to the ordinance of which not a lot of towns have had to go to this level with respect to this Asian bodywork exemption. He has talked to several municipal attorneys and this is modeled after what Wheaton is doing.

Trustee Reinke translated Mr. Mraz's comment by saying that Springfield changed the State Statute so the Village has to change the ordinance to keep up. The Village has had problems with three unlicensed persons in town. He stated that they are not massage therapists.

Attorney Mraz stated that those people may have a State license under one of these exceptions but the Village does not license massage therapists.

Trustee Reinke stated that this ordinance is not going to make it more difficult to be a licensed massage therapist in the Village.

Attorney Mraz stated "true" unless they have one of the exceptions such as Asian body works.

Trustee Reinke stated that they are changing some rules in regards to the Asian body works. If there is a problem and the Village needs to revoke a license they will have a Hearing before the Village Administrator instead of the Village Board or whomever she designates.

Trustee Camerer stated that a physician under the Illinois Department of Regulation that has a massage therapist that works for them, there is no need for a business license in Bartlett to continue to do that. He was concerned that a massage franchise such as Massage Envy, Elements Massage, could potentially be owned by a non-physician who would hire a massage therapist to work out of that facility which could potentially come into the Bartlett area, although there is none currently. How will that impact this and will it potentially keep businesses like that out of Bartlett.

Attorney Mraz stated "no" because those therapists fall within the exemption. The massage business would need the license.

Trustee Camerer stated unless it was owned by a physician.

Attorney Mraz stated "yes".

Trustee Camerer stated that it doesn't preclude someone coming in as a business person to start a franchise but they would have to get the license as long as they had legitimately trained massage therapists.

Attorney Mraz stated that they must be licenses by the State.



## VILLAGE OF BARTLETT COMMITTEE MINUTES

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Trustee Camerer stated that the only way around that is if it were owned by a physician.

### **Tracy Smodilla, 645 Aspen Court**

Ms. Smodilla stated that she was and 18 year resident of Bartlett and also a licensed massage therapist for nearly 16 years and owns her own practice. She also remains highly engaged in the protection and advancement of licensed massage therapy in multiple advocacy capacities. She served on the Board of Directors for the American Massage Therapy Association's Illinois Chapter, Illinois Government Relations Committee Chair and drafted and presented education modules and currently teach in the massage therapy program at Elgin Community College. She explained the details for becoming licensed by the State of Illinois and correctly Attorney Mraz on the fact that the Asian body work community is not licensed in the State of Illinois or certified with the exception of the AOBTA.

She stated that in early 2012 she was working with Sergeant Chuck Snyder to draft an amendment proposal to bring the current ordinance in compliance and create language that was pre-emptive and provided for stricter penalties. Regrettably their work was abruptly halted and she was told that it was no longer a priority.

She spoke in great deal about the Asian body work community and the comparisons for licensing in the State of Illinois and offered to assist the Village Attorney in revamping the ordinance.

President Wallace stated that the Board would be taking a recess in which they will be going into 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 and to Review the Executive Session Minutes Pursuant to Section 2(c)21 of the Open Meetings Act and they may come back and take a vote.

Trustee Camerer entertained a motion to adjourn the Committee of the Whole meeting and was seconded by Trustee Deyne at 9:50 p.m.

The Board re-adjourned the Committee of the Whole meeting at 10:27 p.m. and decided to Table the Executive Session Minutes Review until the next Village Board meeting.

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



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ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 10:29 p.m.

Lorna Giles  
Village Clerk

LG/



**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/21/2015**

**100-GENERAL FUND REVENUES**

**410110-REAL ESTATE TRANSFER TAX**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHANG AND CARLIN LLP	TRANSFER TAX REFUND	489.00
1 JOSEPH PIZUTTI	TRANSFER TAX REFUND	477.00
<b>INVOICES TOTAL:</b>		<b>966.00</b>

**430310-TOWING/IMPOUNDING FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 JESSICA FLORES	ADMINISTRATIVE TOW FEE REFUND	500.00
<b>INVOICES TOTAL:</b>		<b>500.00</b>

**480601-MISCELLANEOUS INCOME**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	-1.54
<b>INVOICES TOTAL:</b>		<b>-1.54</b>

**100000-GENERAL FUND**

**140200-INVENTORY - GASOLINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	CONSULTING/TANK REMOVAL	4,787.81
<b>INVOICES TOTAL:</b>		<b>4,787.81</b>

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - JULY 2015	2,779.74
<b>INVOICES TOTAL:</b>		<b>2,779.74</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	BOOK PURCHASE	6.95
1 PADDOCK PUBLICATIONS INC	LEGAL PUBLICATION	35.65
<b>INVOICES TOTAL:</b>		<b>42.60</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	VIOLATION NOTICES/SUPPLIES	223.69
<b>INVOICES TOTAL:</b>		<b>223.69</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CONFERENCE REGISTRATION FEES	458.79

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	30.00
				<u>INVOICES TOTAL:</u> <b>488.79</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT CHAMBER OF COMMERCE	BREAKFAST W/THE VILLAGE FEES	200.00
1 COMCAST	VPN SERVICE	3.13
1 COMCAST	VPN SERVICE	4.02
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	37.44
		<u>INVOICES TOTAL:</u> <b>244.59</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	311.89
		<u>INVOICES TOTAL:</u> <b>311.89</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LUNCH MEETING W/ELGIN	139.98
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	60.00
		<u>INVOICES TOTAL:</u> <b>199.98</b>

**1200-PROFESSIONAL SERVICES**

**522900-PROFESSIONAL PLANNERS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KANE MCKENNA & ASSOCIATES INC	DOWNTOWN TIF CONSULTANTS	2,334.23
		<u>INVOICES TOTAL:</u> <b>2,334.23</b>

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,200.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	750.00
		<u>INVOICES TOTAL:</u> <b>3,025.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	TRAFFIC SIGNAL MONITORING	399.00
		<u>INVOICES TOTAL:</u> <b>399.00</b>

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/21/2015**

1 INTERGOVERNMENTAL RISK	JUNE DEDUCTIBLES	2,161.50
		<u>INVOICES TOTAL:</u> <b>2,161.50</b>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SIMPLEXGRINNELL	SERVICE AGREEMENT	271.65
		<u>INVOICES TOTAL:</u> <b>271.65</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERI-SHRED INC	PAPER SHREDDING SERVICES	105.00
		<u>INVOICES TOTAL:</u> <b>105.00</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRAIN'S CHICAGO BUSINESS	SUBSCRIPTION RENEWAL	119.00
		<u>INVOICES TOTAL:</u> <b>119.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA UTILITY BILLING SEMINAR	105.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	27.60
		<u>INVOICES TOTAL:</u> <b>132.60</b>

**1500-COMMUNITY DEVELOPMENT**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 TONY FRADIN	RETAIL SHOW REGISTRATION	90.00
		<u>INVOICES TOTAL:</u> <b>90.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS TAX INCREMENT ASSOC	ANNUAL DUES	850.00
		<u>INVOICES TOTAL:</u> <b>850.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INT'L COUNCIL OF SHOPPING CENTERS	ANNUAL MEMBERSHIP DUES	100.00
		<u>INVOICES TOTAL:</u> <b>100.00</b>

**1600-BUILDING**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**511200-TEMPORARY SALARIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KENNETH BURRIS	13 INSPECTIONS	390.00
1 JEFFREY BERNSON	13 INSPECTIONS	390.00
<u>INVOICES TOTAL:</u>		<u>780.00</u>

**523010-ELEVATOR INSPECTIONS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ELEVATOR INSPECTION SERVICES	ELEVATOR RE-INSPECTION FEES	128.00
<u>INVOICES TOTAL:</u>		<u>128.00</u>

**526005-PLAN REVIEW SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	10,200.85
<u>INVOICES TOTAL:</u>		<u>10,200.85</u>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	60.00
<u>INVOICES TOTAL:</u>		<u>60.00</u>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMERI-SHRED INC	PAPER SHREDDING SERVICES	60.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,500.00
<u>INVOICES TOTAL:</u>		<u>1,560.00</u>

**522500-EQUIPMENT RENTALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JOHN THOMAS INC	RENTAL/TEMPORARY TRAFFIC LIGHTS	4,400.00
<u>INVOICES TOTAL:</u>		<u>4,400.00</u>

**526000-VEHICLE MAINTENANCE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	45.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	45.90
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	145.44
1 MR CAR WASH	JUNE CAR WASHES	107.64
1 RIVER RAND AUTO INC	TRAILER HITCHES/BICYCLE RACKS	1,170.00
1 SECURE SOLUTIONS INC	VEHICLE PEG KEYS	90.00
1 SUBURBAN TIRE	VEHICLE MAINTENANCE	324.95
1 SUBURBAN TIRE	VEHICLE MAINTENANCE	64.99
1 ULTRA STROBE COMMUNICATIONS INC	SPOTLIGHT BULB REPLACEMENT	66.95
1 ULTRA STROBE COMMUNICATIONS INC	NEW LIGHTBAR INSTALLATION	205.65

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**INVOICES TOTAL: 2,267.42**

**526100-AUTO BODY REPAIRS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROYAL COACH LTD	AUTO BODY REPAIRS	11,701.07
<b>INVOICES TOTAL:</b>		<b>11,701.07</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOVCONNECTION INC	CASE FOR SURFACE PRO 3	72.94
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	160.23
<b>INVOICES TOTAL:</b>		<b>233.17</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S	BODY ARMOR	69.99
<b>INVOICES TOTAL:</b>		<b>69.99</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KIESLER'S POLICE SUPPLY INC	AMMUNITION	14,350.94
<b>INVOICES TOTAL:</b>		<b>14,350.94</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	17,047.03
<b>INVOICES TOTAL:</b>		<b>17,047.03</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PELEMAN INDUSTRIES INC	UNIBIND COVERS	513.97
1 TYCO INTEGRATED SECURITY LLC	KEY FOBS	532.00
1 WAREHOUSE DIRECT	BINDERS/SUPPLIES	55.20
1 WAREHOUSE DIRECT	PENS/MARKERS/SUPPLIES	194.00
1 WAREHOUSE DIRECT	WRIST REST/BINDERS	60.95
<b>INVOICES TOTAL:</b>		<b>1,356.12</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN KEY & LOCK CO INC	LOCK REPLACEMENT/DUPLICATE KEYS	10.00
1 SOUND INC	CELL DOOR RELEASE REPAIRS	327.00
<b>INVOICES TOTAL:</b>		<b>337.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY CHILDREN'S CENTER	ANNUAL DUES	3,500.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/21/2015**

1	ILLINOIS CRIME PREVENTION ASSOC	ANNUAL MEMBERSHIP DUES	100.00
**	1 SECRETARY OF STATE	NOTARY RENEWAL/M MCGUIGAN	10.00
			<u>INVOICES TOTAL:</u>
			<u>3,610.00</u>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ENTERTAINMENT SERVICES GROUP &	DJ SERVICES/SKATE PARK	250.00
1	ENTERTAINMENT SERVICES GROUP &	DJ SERVICES/NNO	250.00
1	LEGOLAND DISCOVERY CENTER	NNO CHILDREN'S ACTIVITIES	275.00
**	1 NATIONAL ASSOC OF TOWN WATCH	NNO POLOS/T-SHIRTS/BANNERS	3,428.57
**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	109.24
**	1 BILL WHITE	NNO GOLF COMPETITION BANNER	175.00
			<u>INVOICES TOTAL:</u>
			<u>4,487.81</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	L-3 COMMUNICATIONS	DIGITAL VIDEO SYSTEM	5,340.00
1	PHANTOM PRODUCTS INC	LED ROAD FLARES	10,764.40
1	ULTRA STROBE COMMUNICATIONS INC	EMERGENCY LED LIGHT BAR	875.00
			<u>INVOICES TOTAL:</u>
			<u>16,979.40</u>

**1800-STREET MAINTENANCE**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	UNIFIRST CORP	UNIFORM RENTAL	100.86
1	UNIFIRST CORP	UNIFORM RENTAL	108.21
			<u>INVOICES TOTAL:</u>
			<u>209.07</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	COMCAST	VPN SERVICE	2.11
1	CONTINENTAL WEATHER SERVICE	MONTHLY WEATHER FORECASTING	150.00
1	VERIZON WIRELESS	WIRELESS SERVICES	184.34
1	VERMEER-ILLINOIS INC	EQUIPMENT RENTAL	1,710.00
			<u>INVOICES TOTAL:</u>
			<u>2,046.45</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	175.37
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	22.71
			<u>INVOICES TOTAL:</u>
			<u>198.08</u>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	194.50

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	256.70
	<b>INVOICES TOTAL:</b>	<b>451.20</b>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBERT LANDSCAPING CO	JULY 2015 LAWN MAINTENANCE	2,785.71
1 SEBERT LANDSCAPING CO	JULY 2015 LAWN MAINTENANCE	1,217.43
	<b>INVOICES TOTAL:</b>	<b>4,003.14</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

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

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	173.72
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	1,135.26
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,212.51
1 PRO CHEM INC	CLEANING SOLVENT	489.41
1 SIGN OUTLET STORE	SIGN MAKING MATERIALS	781.04
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	336.00
1 WELCH BROS INC	CONCRETE BRICKS	247.68
	<b>INVOICES TOTAL:</b>	<b>4,375.62</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	AUTOMOTIVE SUPPLIES	907.14
1 INTERSTATE BILLING SERVICE INC	AUTOMOTIVE SUPPLIES	220.92
1 MONROE TRUCK EQUIPMENT INC	AUTOMOTIVE SUPPLIES	175.65
1 NAPA AUTO PARTS	AUTOMOTIVE SUPPLIES	596.12
1 O'REILLY AUTOMOTIVE INC	AUTOMOTIVE SUPPLIES	58.83
	<b>INVOICES TOTAL:</b>	<b>1,958.66</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	WALL CLOCK/BINDING SUPPLIES	26.76
	<b>INVOICES TOTAL:</b>	<b>26.76</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	36.06
	<b>INVOICES TOTAL:</b>	<b>36.06</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
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1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	170.37
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	213.95
1 MCCANN INDUSTRIES INC	EQUIPMENT MAINTENANCE SUPPLIES	213.50
1 RANDALL PRESSURE SYSTEMS INC	EQUIPMENT MAINTENANCE SUPPLIES	38.00
1 RANDALL PRESSURE SYSTEMS INC	EQUIPMENT MAINTENANCE SUPPLIES	84.93
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	5.32
	<u>INVOICES TOTAL:</u>	<u>726.07</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 C E SMITH LAWN MAINTENANCE INC	MAINTENANCE/MISC VLG LOCATIONS	560.00
	<u>INVOICES TOTAL:</u>	<u>560.00</u>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	APWA EXPO REGISTRATION	270.00
	<u>INVOICES TOTAL:</u>	<u>270.00</u>

**543800-STORMWATER FACILITIES MAINT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ILLINOIS EPA	ANNUAL NPDES PERMIT FEES	1,000.00
1 STARK & SON TRENCHING INC	STONE PURCHASE/DELIVERY FEES	312.53
1 WELCH BROS INC	PVC PIPE/MATERIALS	361.71
	<u>INVOICES TOTAL:</u>	<u>1,674.24</u>

**546900-CONTINGENCIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	P.W. TRAINING	116.16
	<u>INVOICES TOTAL:</u>	<u>116.16</u>

**4000-CAPITAL PROJECTS EXPENDITURES**

**583072-NORTH/ PROSP STORMWTR DETENTIO**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	DRAINAGE IMPROVEMENTS	762.51
	<u>INVOICES TOTAL:</u>	<u>762.51</u>

**430000-DEVELOPER DEPOSITS FUND**

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

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ANDREZEJ GROCHOLA	VBR BOND REFUND	500.00
1 MICHAEL KEHINDE	VBR BOND REFUND	500.00
1 WILLIAM MOSCATELLO	VBR BOND REFUND	500.00
1 SHALIN SHROFF	VBR BOND REFUND	100.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 1,600.00

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

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW BULLETIN PUBLISHING CO	ADVERTISING	625.00
1 NORTHERN IL REAL ESTATE MAGAZINE	DIRECTORY COPIES	60.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	31.31
<u>INVOICES TOTAL:</u>		<u>716.31</u>

**5000-WATER OPERATING EXPENSES**

**520025-ELGIN WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	274,912.33
<u>INVOICES TOTAL:</u>		<u>274,912.33</u>

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
<u>INVOICES TOTAL:</u>		<u>82.94</u>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	BACKFLOW TRACKING PROGRAM	360.00
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,480.33
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
<u>INVOICES TOTAL:</u>		<u>13,133.66</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	184.34
<u>INVOICES TOTAL:</u>		<u>184.34</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	245.00
<u>INVOICES TOTAL:</u>		<u>245.00</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATION	78.00
1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATION	61.50
<u>INVOICES TOTAL:</u>		<u>139.50</u>

\*\* Indicates pre-issue check.

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STARK & SON TRENCHING INC	STONE PURCHASE/DELIVERY FEES	312.53
	<b>INVOICES TOTAL:</b>	<b>312.53</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	59.67
1 MID AMERICAN WATER OF WAUCONDA I	HYDRANT REPAIR PARTS	486.34
	<b>INVOICES TOTAL:</b>	<b>546.01</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	234.82
	<b>INVOICES TOTAL:</b>	<b>234.82</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	SAFETY VESTS/HATS	72.50
	<b>INVOICES TOTAL:</b>	<b>72.50</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	WALL CLOCK/BINDING SUPPLIES	26.77
	<b>INVOICES TOTAL:</b>	<b>26.77</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FLOLO CORP	TIMER EQUIPMENT INSTALLATION	1,062.00
	<b>INVOICES TOTAL:</b>	<b>1,062.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA EXPO REGISTRATION	90.00
	<b>INVOICES TOTAL:</b>	<b>90.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	P.W. TRAINING	116.17
	<b>INVOICES TOTAL:</b>	<b>116.17</b>

**500000-WATER FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BEN INFANTI	REFUND/WATER BILL OVERPAYMENT	39.65

\*\* Indicates pre-issue check.

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1 RE/MAX 1ST	REFUND/WATER BILL OVERPAYMENT	86.78
	<b>INVOICES TOTAL:</b>	<b>126.43</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581030-WATER TOWER PAINTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	EQUIPMENT INSPECTION SERVICES	2,785.00
	<b>INVOICES TOTAL:</b>	<b>2,785.00</b>

**5100-SEWER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	86.91
	<b>INVOICES TOTAL:</b>	<b>153.13</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	184.35
	<b>INVOICES TOTAL:</b>	<b>184.35</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	1,782.50
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	2,000.00
	<b>INVOICES TOTAL:</b>	<b>3,782.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	136.51
1 NICOR GAS	GAS BILL	24.35
1 NICOR GAS	GAS BILL	78.77
1 NICOR GAS	GAS BILL	23.82
1 NICOR GAS	GAS BILL	77.36
1 NICOR GAS	GAS BILL	78.90
	<b>INVOICES TOTAL:</b>	<b>419.71</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STARK & SON TRENCHING INC	STONE PURCHASE/DELIVERY FEES	312.54
	<b>INVOICES TOTAL:</b>	<b>312.54</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	49.10

\*\* Indicates pre-issue check.

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1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	294.99
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	869.02
1 PRO CHEM INC	MATERIALS & SUPPLIES	168.19
1 PRO CHEM INC	LATEX GLOVES	224.92
	<b>INVOICES TOTAL:</b>	<b>1,606.22</b>

**530120-CHEMICAL SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FISHER SCIENTIFIC CO	CLEANING SOLUTION	660.97
1 USA BLUE BOOK	CHEMICAL SUPPLIES	174.04
1 USA BLUE BOOK	CHEMICAL SUPPLIES	1,478.00
1 VIKING CHEMICAL CO	CHEMICAL SUPPLIES	3,150.00
1 VIKING CHEMICAL CO	CHEMICAL SUPPLIES	817.04
1 VIKING CHEMICAL CO	CHEMICAL SUPPLIES	2,499.39
	<b>INVOICES TOTAL:</b>	<b>8,779.44</b>

**530150-SMALL TOOLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	259.00
	<b>INVOICES TOTAL:</b>	<b>259.00</b>

**532000-AUTOMOTIVE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AUTOZONE INC	AUTOMOTIVE SUPPLIES	76.24
	<b>INVOICES TOTAL:</b>	<b>76.24</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	WALL CLOCK/BINDING SUPPLIES	26.77
1 WAREHOUSE DIRECT	INK CARTRIDGES/SUPPLIES	1,021.78
1 WAREHOUSE DIRECT	SUPPLIES	20.18
1 WAREHOUSE DIRECT	CLOCK	21.50
	<b>INVOICES TOTAL:</b>	<b>1,090.23</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONNEY SAFETY PRODUCTS	EQUIPMENT MAINTENANCE SUPPLIES	262.59
1 HD SUPPLY WATERWORKS LTD	EQUIPMENT MAINTENANCE SUPPLIES	1,232.42
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	212.72
1 TRI-R SYSTEMS INC	EQUIPMENT REPAIRS	405.00
1 VALLEY HYDRAULIC SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	26.66
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	37.89
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	64.03
	<b>INVOICES TOTAL:</b>	<b>2,241.31</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
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\*\* Indicates pre-issue check.

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1 C E SMITH LAWN MAINTENANCE INC	MAINTENANCE/MISC VLG LOCATIONS	150.00
	<b>INVOICES TOTAL:</b>	<b>150.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA LEADERSHIP MEETING	30.00
	<b>INVOICES TOTAL:</b>	<b>30.00</b>

**546200-PERMIT FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS EPA	ANNUAL NPDES PERMIT FEES	18,000.00
	<b>INVOICES TOTAL:</b>	<b>18,000.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	P.W. TRAINING	116.17
	<b>INVOICES TOTAL:</b>	<b>116.17</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOLLER CONSTRUCTION CO INC	WWTP INFLUENT GRINDER	85,188.50
1 STANDARD EQUIPMENT CO	SEWER CAMERA	79,462.00
	<b>INVOICES TOTAL:</b>	<b>164,650.50</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
	<b>INVOICES TOTAL:</b>	<b>24.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	122.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	131.87
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	59.71
1 CONSTELLATION ENERGY	ELECTRIC BILL	553.76
1 CONSTELLATION ENERGY	ELECTRIC BILL	77.82
	<b>INVOICES TOTAL:</b>	<b>945.56</b>

**529000-OTHER CONTRACTUAL SERVICES**

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

\*\* Indicates pre-issue check.

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**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	MAINTENANCE/MISC VLG LOCATIONS	2,395.00
1 C E SMITH LAWN MAINTENANCE INC	MAINTENANCE/MISC VLG LOCATIONS	1,180.00
<b>INVOICES TOTAL:</b>		<b>3,575.00</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROSCOE CO	MATS	148.79
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	308.42
<b>INVOICES TOTAL:</b>		<b>457.21</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	40.62
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JUNE 2015	360.00
<b>INVOICES TOTAL:</b>		<b>400.62</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	51.00
1 NICOR GAS	GAS BILL	261.35
<b>INVOICES TOTAL:</b>		<b>312.35</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & CO	HAND TOWELS	187.92
1 SUPPLYWORKS	BATH TISSUE	37.38
1 SUPPLYWORKS	TRASH BAGS/BATH TISSUE	108.19
<b>INVOICES TOTAL:</b>		<b>333.49</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOTHING HANGERS	116.75
1 LOGSDON OFFICE SUPPLY	PAPER/TIME CARDS	9.33
<b>INVOICES TOTAL:</b>		<b>126.08</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	A/C UNIT REPAIRS	793.43
<b>INVOICES TOTAL:</b>		<b>793.43</b>

**534331-PURCHASES - GOLF SHOES**

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

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1 SKECHERS USA INC	GOLF SHOES	1,129.98
		<u>INVOICES TOTAL:</u> <b>1,129.98</b>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILSON GOLF DIVISION	GOLF BALLS	1,980.00
		<u>INVOICES TOTAL:</u> <b>1,980.00</b>

**534334-PURCHASES - GOLF GLOVES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILSON GOLF DIVISION	GOLF GLOVES	318.02
		<u>INVOICES TOTAL:</u> <b>318.02</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE ANTIGUA GROUP INC	MISC. GOLF MERCHANDISE	258.65
1 THE ANTIGUA GROUP INC	MISC. GOLF MERCHANDISE	1,974.93
1 COBRA PUMA GOLF INC	GOLF SHIRTS	663.83
1 COBRA PUMA GOLF INC	GOLF SHIRTS/JACKETS	394.76
1 COBRA PUMA GOLF INC	GOLF SHIRTS	72.50
1 COBRA PUMA GOLF INC	GOLF SHIRT	35.00
1 GEAR FOR SPORTS	GOLF SHIRTS	101.30
1 GEAR FOR SPORTS	GOLF SHIRTS	107.50
1 AVEN KNOTT	MISC. GOLF MERCHANDISE	300.50
1 TERVIS TUMBLER COMPANY	MISC. GOLF MERCHANDISE	2,900.28
		<u>INVOICES TOTAL:</u> <b>6,809.25</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCHOR ELECTRIC CORPORATION	POWERWASHER REPAIRS	293.06
		<u>INVOICES TOTAL:</u> <b>293.06</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 THE PGA OF AMERICA	MEMBERSHIP RENEWAL/P LENZ	794.00
		<u>INVOICES TOTAL:</u> <b>794.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NEW BAR PHONE	62.52
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	12.90
		<u>INVOICES TOTAL:</u> <b>75.42</b>

**5510-GOLF MAINTENANCE EXPENSES**

**522300-UNIFORM RENTALS**

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

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1 CINTAS CORP	UNIFORM RENTAL	28.44
1 CINTAS CORP	UNIFORM RENTAL	28.44
1 CINTAS CORP	UNIFORM RENTAL	28.44
1 CINTAS CORP	UNIFORM RENTAL	28.44
1 CINTAS CORP	UNIFORM RENTAL	30.70
1 CINTAS CORP	UNIFORM RENTAL	30.70
1 CINTAS CORP	UNIFORM RENTAL	30.70
1 CINTAS CORP	UNIFORM RENTAL	30.70
<b>INVOICES TOTAL:</b>		<b><u>236.56</u></b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	125.00
<b>INVOICES TOTAL:</b>		<b><u>125.00</u></b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	GREENS MAINTENANCE SUPPLIES	672.40
1 PENDELTON TURF SUPPLY	FUNGICIDE/SUPPLIES	780.00
<b>INVOICES TOTAL:</b>		<b><u>1,452.40</u></b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J W TURF INC	TIRE PURCHASE	199.85
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	311.07
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	54.08
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	152.78
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	117.22
<b>INVOICES TOTAL:</b>		<b><u>835.00</u></b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	DANGER SIGNS	26.58
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	49.35
1 PENDELTON TURF SUPPLY	FUNGICIDE/SUPPLIES	57.00
<b>INVOICES TOTAL:</b>		<b><u>132.93</u></b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCHOR ELECTRIC CORPORATION	POWERWASHER REPAIRS	293.06
<b>INVOICES TOTAL:</b>		<b><u>293.06</u></b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00

\*\* Indicates pre-issue check.

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1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
<b>INVOICES TOTAL:</b>		<b>97.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	20.00
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JUNE 2015	180.00
<b>INVOICES TOTAL:</b>		<b>200.00</b>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	VPN SERVICE	123.33
1 NICOR GAS	GAS BILL	62.50
<b>INVOICES TOTAL:</b>		<b>185.83</b>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	26.96
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	40.34
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	13.75
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	84.86
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	63.37
<b>INVOICES TOTAL:</b>		<b>229.28</b>

**530110-UNIFORMS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLIANCE PAPER	CHEF COATS/FOOD SERVICE SUPPLIES	55.80
<b>INVOICES TOTAL:</b>		<b>55.80</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LOGSDON OFFICE SUPPLY	PAPER/TIME CARDS	9.33
1 LOGSDON OFFICE SUPPLY	CALCULATOR/SUPPLIES	21.28
<b>INVOICES TOTAL:</b>		<b>30.61</b>

**534320-PURCHASES - FOOD & BEVERAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	142.50
1 CITY BEVERAGE	BEER PURCHASE	87.50
1 CITY BEVERAGE	BEER PURCHASE	75.27
1 ELGIN BEVERAGE CO	BEER PURCHASE	104.09
1 EUCLID BEVERAGE LTD	BEER PURCHASE	279.21
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	177.79
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	82.45
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	75.54
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	288.29

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	386.38
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	813.95
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	828.44
1 SCHAMBERGER BROS INC	BEER PURCHASE	379.21
1 SCHAMBERGER BROS INC	BEER PURCHASE	476.28
1 SCHAMBERGER BROS INC	BEER PURCHASE	504.78
1 SOUTHERN WINE & SPIRITS	LIQUOR PURCHASE	42.96
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	163.20
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	197.38
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	195.91
1 TURANO BAKING CO	FOOD PURCHASE	81.25
1 TURANO BAKING CO	FOOD PURCHASE	66.01
1 WIRTZ BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	186.19
<b>INVOICES TOTAL:</b>		<b>5,634.58</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 MICKEY'S LINEN	LINEN SERVICES	140.80
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	186.71
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	151.71
<b>INVOICES TOTAL:</b>		<b>533.72</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEX MEDIA	ADVERTISING	265.70
1 EXAMINER PUBLICATIONS INC	ADVERTISING	30.00
<b>INVOICES TOTAL:</b>		<b>295.70</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	20.00
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JUNE 2015	180.00
<b>INVOICES TOTAL:</b>		<b>200.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	62.50
<b>INVOICES TOTAL:</b>		<b>62.50</b>

**530100-MATERIALS & SUPPLIES**

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

**VILLAGE OF BARTLETT  
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 INVOICES DUE ON/BEFORE 7/21/2015**

1	ALLIANCE PAPER	CHEF COATS/FOOD SERVICE SUPPLIES	76.66
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	26.97
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	20.95
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	68.45
1	MLA WHOLESALE INC	FLOWERS	155.00
1	PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	18.13
**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	460.32
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	84.86
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	123.47
<b>INVOICES TOTAL:</b>			<b>1,034.81</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ALLIANCE PAPER	CHEF COATS/FOOD SERVICE SUPPLIES	55.81
<b>INVOICES TOTAL:</b>			<b>55.81</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	LOGSDON OFFICE SUPPLY	PAPER/TIME CARDS	43.31
1	LOGSDON OFFICE SUPPLY	CALCULATOR/SUPPLIES	21.29
<b>INVOICES TOTAL:</b>			<b>64.60</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	16.00
1	CITY BEVERAGE	BEER PURCHASE	87.50
1	CITY BEVERAGE	BEER PURCHASE	75.28
1	ELGIN BEVERAGE CO	BEER PURCHASE	104.09
1	EUCLID BEVERAGE LTD	BEER PURCHASE	31.02
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	170.03
1	GRECO AND SONS INC	FOOD PURCHASE	18.99
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	30.90
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	274.26
1	GRECO AND SONS INC	FOOD PURCHASE	119.80
1	IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	44.80
1	IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	180.00
1	IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	225.00
1	IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	294.10
1	NEW ALBERTSONS INC	FOOD PURCHASES	353.57
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	75.55
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	288.30
1	PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	2,682.40
1	PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	237.93
1	PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	29.99
1	PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	1,631.66
1	SCHAMBERGER BROS INC	BEER PURCHASE	52.92
1	SOUTHERN WINE & SPIRITS	LIQUOR PURCHASE	384.20
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	514.34

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	206.94
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,274.44
1 TURANO BAKING CO	FOOD PURCHASE	97.78
1 TURANO BAKING CO	FOOD PURCHASE	93.60
1 TURANO BAKING CO	FOOD PURCHASE	95.40
1 WIRTZ BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	558.56
<b>INVOICES TOTAL:</b>		<b>10,249.35</b>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MARY GEARHART	SEMINAR FEES	230.00
<b>INVOICES TOTAL:</b>		<b>230.00</b>

**546900-CONTINGENCIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ETS CORP	NEW CREDIT CARD PROCESSOR	418.36
<b>INVOICES TOTAL:</b>		<b>418.36</b>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	13.75
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	63.05
<b>INVOICES TOTAL:</b>		<b>76.80</b>

**534320-PURCHASES - FOOD & BEVERAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CIGAR WERKS INC	CIGAR PURCHASE	339.00
1 CITY BEVERAGE	BEER PURCHASE	218.67
1 CITY BEVERAGE	BEER PURCHASE	166.19
1 ELGIN BEVERAGE CO	BEER PURCHASE	382.66
1 EUCLID BEVERAGE LTD	BEER PURCHASE	857.60
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	109.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	99.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	254.50
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	241.68
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	483.36
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	147.38
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	104.98
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	19.99
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	286.86
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	190.85
1 SCHAMBERGER BROS INC	BEER PURCHASE	52.62
1 SCHAMBERGER BROS INC	BEER PURCHASE	157.86
1 SCHAMBERGER BROS INC	BEER PURCHASE	378.37
1 SCNS SPORTS FOODS	FOOD PURCHASE	97.20

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/21/2015**

1 SCNS SPORTS FOODS	FOOD PURCHASE	24.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	301.96
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	379.60
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	158.44
1 TURANO BAKING CO	FOOD PURCHASE	81.26
1 WIRTZ BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	321.85
<b>INVOICES TOTAL:</b>		<b>5,856.48</b>

**6000-CENTRAL SERVICES EXPENSES**

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MERCHANDISE/SERVICE RETURN	-31.19
1 COMCAST	VPN SERVICE	112.85
<b>INVOICES TOTAL:</b>		<b>81.66</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	OPERATING BUDGET BOOKS	999.50
1 CENTURY PRINT & GRAPHICS	OPERATING BUDGET TABS	326.70
<b>INVOICES TOTAL:</b>		<b>1,326.20</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	1,805.00
1 SEBERT LANDSCAPING CO	JULY 2015 LAWN MAINTENANCE	1,057.14
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
<b>INVOICES TOTAL:</b>		<b>2,945.74</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	343.59
1 VERIZON WIRELESS	WIRELESS SERVICES	408.16
1 VERIZON WIRELESS	WIRELESS SERVICES	128.76
<b>INVOICES TOTAL:</b>		<b>880.51</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	108.67
1 CONSTELLATION ENERGY	ELECTRIC BILL	30.74
<b>INVOICES TOTAL:</b>		<b>139.41</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COMPUTER SUPPLIES/SOFTWARE	515.91
1 CENTURY PRINT & GRAPHICS	WATER/SEWER LETTERHEAD	405.34

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/21/2015**

1	GOVCONNECTION INC	CASE FOR SURFACE PRO 3	36.47
**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	195.99
1	WAREHOUSE DIRECT	PAPER/TRASH BAGS/BATH TISSUE	1,115.27
1	WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-90.65
1	WAREHOUSE DIRECT	PAPER	90.65
1	WAREHOUSE DIRECT	KLEENEX/DVD+R DISCS	90.62
			<u>INVOICES TOTAL:</u>
			<b>2,359.60</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	FLUORESCENT LIGHTS/SUPPLIES	54.36
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	16.87
		<u>INVOICES TOTAL:</u>
		<b>71.23</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	TABLECOVERS/SUPPLIES	20.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	23.49
1 TOWN & COUNTRY GARDENS	FLOWERS	84.99
		<u>INVOICES TOTAL:</u>
		<b>128.48</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	257.43
		<u>INVOICES TOTAL:</u>
		<b>257.43</b>

**GRAND TOTAL: 681,521.86**

GENERAL FUND	127,352.84
CAPITAL PROJECTS	762.51
DEVELOPER DEPOSITS FUND	1,600.00
BREWSTER CREEK TIF MUN ACCT	716.31
WATER FUND	294,070.00
SEWER FUND	201,851.34
PARKING FUND	4,569.51
GOLF FUND	42,409.09
CENTRAL SERVICES FUND	8,190.26
<b>GRAND TOTAL</b>	<b>681,521.86</b>

\*\* Indicates pre-issue check.

## Tom Kunce Honor

The Village of Bartlett would like to honor Tom Kunce tonight for his service to the Village of Bartlett. Tom has lived in Bartlett for over 35 years and has served in numerous organizations including the Chamber of Commerce, one term as President, Bartlett Rotary and the Plan Commission.

Tom was the longtime owner and partner in Tri-County Insurance all the way to its current format Bartlett Insurance Group until his recent retirement.

The Plan Commission was a favorite of Tom's being appointed on December 7, 1999 and serving for 15 years. Tom brought to the Commission his business knowledge and common sense business approach to review subdivision, site and building plans.

It is with great appreciation and respect that the Village presents this honor to Tom for his 15 years of dedicated service to the community as a member of the Bartlett Plan Commission.

Unfortunately, Tom could not be here tonight but the Village would still like to honor him in his absence.





## Agenda Item Executive Summary

Item Name National Night Out Committee or Board Village Board

### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

In commemoration of National Night Out on August 4, 2015, the proclamation honors this year's event.

### ATTACHMENTS (PLEASE LIST)

Memorandum requesting this item be placed on the Agenda and Proclamation: National Night Out 2015.

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion:

Proclamation x

Staff: \_\_\_\_\_

Date: \_\_\_\_\_

**POLICE DEPARTMENT MEMORANDUM  
15-45**

**DATE:** June 30, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Kent F. A. Williams, Chief of Police  
**RE:** National Night Out Proclamation Request

As the Village once again prepares to come together to celebrate National Night Out on August 4th, in order to commemorate this community event, I would like to recommend the Village of Bartlett consider making a proclamation honoring this year's National Night Out event.

I have attached a sample proclamation for your review.

With your approval, I recommend this proclamation be placed on the Board Agenda for their consideration.



*Proclamation  
National Night Out 2015  
Tuesday, August 4th, 2015*

WHEREAS, the National Association of Town Watch (NATW) and Target are sponsoring a unique, nationwide crime, drug, and violence prevention program on Tuesday, August 4th, 2015 entitled “National Night Out”; and

WHEREAS, the “32nd Annual Night Out” provides an exceptional opportunity for Bartlett, Illinois to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, THE VILLAGE OF BARTLETT plays a vital role in assisting the Bartlett Police Department through joint crime, drug, and violence prevention efforts in Bartlett, Illinois and is supporting “National Night Out 2015” locally; and

WHEREAS, it is essential all citizens of Bartlett be aware of the importance of crime prevention programs and understand the impact their participation can have on reducing crime, drugs, and violence in Bartlett, Illinois; and

WHEREAS, police-community partnerships, neighborhood safety, awareness, and cooperation are essential themes of the “National Night Out” program;

NOW, THEREFORE I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby call upon all citizens of Bartlett, Illinois to join THE VILLAGE OF BARTLETT and the National Association of Town Watch in supporting the “32nd Annual National Night Out” on Tuesday, August 4th 2015.

FURTHER, LET IT BE RESOLVED THAT I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby proclaim Tuesday, August 4th, 2015 as “NATIONAL NIGHT OUT” in Bartlett, Illinois.

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Village President



Village of Bartlett Department of Police  
Crime Prevention Unit  
228 South Main Street, Bartlett, Illinois 60103  
630/837-0846  
vanderson@vbartlett.org  
mllores@vbartlett.org







## Agenda Item Executive Summary

Item Name (Case #14-29) Bartlett Ridge Committee or Board Village Board

### 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.

The Committee of the Whole reviewed the Petitioner's requests and forwarded the petition on to the Village Board subject to the Petitioner providing a tree preservation plan and the inclusion of the bike path connecting this property to Peregrine Park.

At the time of the drafting of this memo, **no official decision had been made by the Park District**. In order to not delay the process and jeopardize this development, the Petitioner's asked the Staff to forward the subdivision plans as originally shown to the Plan Commission with the park site and bike path connection. If the Park District decides to request a monetary donation then the park land would be absorbed into the detention/open space lot and the alternate plans would then be approved as part of the attached ordinance as Alternate B, Alternate C, Alternate D, Alternate E and Alternate F.

### ATTACHMENTS (PLEASE LIST)

CD Staff Memo and Ordinance with Exhibits

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion: X To Approve Ordinance #2015- An Ordinance Rezoning the Property from the SR-5 PUD Zoning District to the SR-4 PUD Zoning District, Granting a Special Use Permit for a Planned Unit Development and Approving a Preliminary PUD Plan and a Preliminary Plat of Subdivision for the Bartlett Ridge Subdivision

Staff: Jim Plonczynski, Com Dev Director

Date: July 9, 2015

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-147**

DATE: July 9, 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/Detention 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. 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.
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. 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.)*
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- Lot 48.) 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. The Committee of the Whole reviewed the Petitioner's requests at their meeting on July 7, 2015. The Petitioner's proposed adding three additional lots if the Park District decided to request a monetary developer donation rather than the land request. The Trustees thought that the plan should be forwarded to the Village Board for a vote with two conditions: (a) the developer should identify the trees to be preserved and (b) the bike path connecting this site to Peregrine Park also be added and shown.
5. At the time of the drafting of this memo, **no official decision had been made by the Park District**. In order to not delay the process and jeopardize this development, the Petitioner's asked the Staff to forward the subdivision plans as originally shown to the Plan Commission with the park site and bike path connection. If the Park District decides to request a monetary donation then the park land would be absorbed into the detention/open space lot and the alternate plans would then be approved as part of the attached ordinance as Alternate B, Alternate C, Alternate D, Alternate E and Alternate F.
6. Attached is the Ordinance with Exhibits and additional background information for your review.

**AN ORDINANCE REZONING THE PROPERTY FROM THE SR-5 PUD ZONING DISTRICT TO THE SR-4 PUD ZONING DISTRICT, GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT AND APPROVING A PRELIMINARY PUD PLAN AND A PRELIMINARY PLAT OF SUBDIVISION FOR THE BARTLETT RIDGE SUBDIVISION**

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**WHEREAS**, William Ryan Homes, Inc., the contract purchaser, petitioner and proposed developer (alternatively referred to herein as the "Petitioner", "Ryan Homes" or the "Developer") has filed a petition on behalf of Old Second National Bank, the legal owner (the "Owner") of a parcel of real estate located within the corporate limits of the Village of Bartlett (the "Village"), which parcel is approximately 13.54 acres in size and is legally described on Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"); and

**WHEREAS**, said petition requests rezoning from the SR-5, Suburban Residence Multi-Family, Low Density, Planned Unit Development (PUD) District to the SR-4 Suburban Residence, Single Family, Planned Unit Development (PUD) District; a Special Use Permit for a Planned Unit Development, and approval of a Preliminary PUD Plan and a Preliminary Plat of Subdivision for Bartlett Ridge, and

**WHEREAS**, the Petitioner has submitted preliminary plans, a preliminary PUD plan, and a preliminary plat of subdivision for the development of the Subject Property to be known as Bartlett Ridge; and

**WHEREAS**, the Bartlett Plan Commission conducted a public hearing with respect to the Petition for rezoning the property from the SR-5 PUD Suburban Residence Planned Unit Development (PUD) District to the SR-4 PUD Suburban Residence Planned Unit Development (PUD) District, a Special Use Permit for a Planned Unit Development and reviewed the Preliminary PUD Plan and Preliminary Plat of Subdivision for the Bartlett Ridge Subdivision on June 11, 2015 with respect to the Petition (Case #14-29) and has recommended to the Corporate Authorities that the requests be approved subject to the conditions and findings of fact set forth in its report; and

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

**SECTION ONE:** That the property is hereby rezoned from the SR-5, Suburban Residence, Multi-Family, Low Density, Planned Unit Development (PUD) District to the SR-4 Suburban Residence Single Family, Planned Unit Development (PUD) District, subject to the conditions set forth in Section Four and Five of this Ordinance, and the official Zoning Map of the Village shall be amended to reflect said rezoning.

**SECTION TWO:** That the Corporate Authorities hereby make the following findings of fact pertaining to the Special Use Permit for the Planned Unit Development for 43 Single

family dwelling units, after taking into account the conditions established in Sections Four and Five of this Ordinance:

1. 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;
2. 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;
3. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

**SECTION THREE:** That the Corporate Authorities do hereby make the following findings of fact pertaining to the Planned Unit Development, after taking into account the conditions of the special use permit set forth in Sections Four and Five of this Ordinance:

1. 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 and the current zoning of the Subject Property;
2. The single family development is a permitted use in the SR-4 PUD Zoning District;
3. 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;
4. 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;
5. The single family development shall include impact donations;
6. Adequate utilities and drainage shall be provided for this use;
7. Adequate parking and ingress and egress will be provided for this use so as to minimize traffic congestion and hazards in public streets;
8. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
9. There shall be reasonable assurance that, if authorized, this facility will be completed according to an appropriate schedule and adequately maintained.

**SECTION FOUR:** A Special Use Permit for a Planned Unit Development for 43 single family homes to be developed in strict accordance with the (a) the Preliminary PUD Plan prepared by Christian-Roge & Associations dated 2/6/15 and last revised 6/15/15

(the "PUD Plan") attached hereto as Exhibit B or Alternate Exhibit B; (b) the preliminary plat of subdivision entitled "Preliminary Plat of Subdivision for Bartlett Ridge" prepared by Christian-Roge & Associates dated 2/6/15 and last revised 5/20/15 (the "Preliminary Plat") attached hereto as Exhibit C or Alternate Exhibit C; (c) the emergency access route entitled "Bartlett Ridge Moretti's Access Exhibit" prepared by Christian-Roge & Associates dated 5/27/15 and last revised 6/5/15 attached hereto as Exhibit D or Alternate Exhibit D; (d) the Tree Preservation Plan prepared by Krogstad Land Design, Ltd. dated 3/23/15, last revised 7/13/15 attached hereto as Exhibit E or Alternate Exhibit E; and e) the Preliminary Landscape Plan prepared by Krogstad Land Design, Ltd. Dated 9/18/14, last revised 7/13/15 attached hereto as Exhibit F or Alternate Exhibit F is hereby granted, and approved for the Subject Property, subject to the conditions set forth in Sections Five of this Ordinance and the following conditions which must be satisfied before execution by the Village of the Final Plat of Subdivision for the Subject Property:

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

2. Easements. Recording of easements approved by the Village Attorney and the Village Engineer for all drainage, detention and retention facilities and public utilities with appropriate access thereto, therefor as set forth in the Subdivision Ordinance) and have been approved by the Corporate Authorities in its reasonable discretion.

3. Cash Donations. Upon submittal of an application for issuance of a building permit, the applicant therefor shall donate land or cash in lieu of land, and cash donations in accordance with the Bartlett Donation Ordinance then in effect and shall pay the sum of \$140.00 per single family lot to the Municipal Building Fund.

4. Road Improvements. The Developer shall construct all on-site road improvements depicted on the Preliminary Subdivision and Preliminary PUD Plan for the development in accordance with the provisions of the Subdivision Ordinance and the Developer shall construct all improvements to Naperville Road in accordance with the permit approved and issued by the Cook County Department of Highways.

5. The Developer shall execute and deliver to the Village a Public Improvement Completion Agreement (the "PICA") in a form approved by the Village Attorney agreeing to construct, complete and fully pay for all of the public improvements in strict accordance with the approved final engineering plans for the Subdivision and in compliance with the Subdivision Ordinance, which PICA shall provide, among other

things, in the event any Public Improvements, including, without limitation, erosion control, site grading, all stormwater management improvements, detention basins, retention ponds (if any), storm sewers, curbs, gutters, driveway approaches, roads, sidewalks, bike paths, street lights, sanitary sewers, water mains, hydrants, manhole covers, appurtenances and other underground improvements, and required landscaping in any right of way or public property (collectively, the "Public Improvements") are damaged as a result of the on-site or off-site construction activities of the Developer, its contractors and their sub-contractors. All such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Developer without cost to the Village.

6. Protection of Public Improvements. Prior to the recording of the Final Plat for the Bartlett Ridge Subdivision, the Developer shall have deposited with the Village security as provided in this Ordinance that it will not only complete and fully pay for the Public Improvements, but also that it will maintain the Public Improvements for a period of 15 to 22 months after acceptance of the Public Improvements by the Corporate Authorities. Upon completion of the Public Improvements, the Developer and the Owner(s) shall transfer title thereto to the Village by warranty Bill of Sale in the form prescribed in the Subdivision Ordinance and shall deposit a maintenance "security" in accordance with the requirements of the Subdivision Ordinance prior to the acceptance of the Public Improvements by the Corporate Authorities.

7. Engineering Approval. The Village Engineer's approval of the final engineering plans for the Subdivision, and the Public Improvements, including but not limited to detention and storm water management requirements, final grades, drainage, street/drive design and cost estimates.

8. Tree Preservation and Landscape Plans. Approval of the Tree Preservation and Final Landscape Plans by the Community Development Director.

9. Cook County Highway approval (at the time of Final Plat of Subdivision approval) of the curb-cut on Naperville Road.

10. Developer shall construct a ten (10) foot wide bike path along the east side of Naperville Road and a ten (10) foot wide bike path from the cul-de-sac south to connect to Peregrine Park in accordance with the Final Engineering Plans. Both bike paths shall be installed in accordance with the Bartlett Subdivision Ordinance.

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

12. No construction of any Public Improvements on or adjacent to the Subject Property, including, but not limited to, site grading, shall commence until the Developer and all contractors hired by them to construct the Public Improvements have furnished the Village with certificates of insurance evidencing that each of them has in place

commercial general liability, business auto liability, worker compensation and employer's liability insurance in such amounts and coverage's satisfactory to the Village Attorney and naming the Village as an additional insured thereon.

13. Prior to commencing construction, the Developer shall submit an Erosion Control Plan to the Village Engineer for his review and approval. During construction the Developer shall adhere to measures for the prevention of soil erosion pursuant to the Village Erosion Control Ordinance, or the "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois, published in 1981, as amended, and the recommended procedures of the DuPage County Soil and Water Conservation District, whichever is more restrictive.

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

15. Sidewalks. Five (5) foot sidewalks shall be provided on both sides of the street throughout the development as required in the Bartlett Subdivision and PUD Ordinance. Sidewalks shall be installed in accordance with the Bartlett Subdivision and PUD Ordinance.

16. Parkway Trees. Parkway trees shall be provided on both sides of the street spaced at intervals of 40-60 feet as required in the Bartlett Subdivision and PUD Ordinance and approved by the Village Arborist.

17. Construction Traffic. All construction traffic shall enter and exit the site from Naperville Road.

18. Satisfaction of the additional conditions set forth in Section Five of this Ordinance.

**SECTION FIVE:** That the rezoning set forth in Section One, the Special Use Permit grant and approval of the Preliminary PUD Plan, Preliminary Plat and Emergency Access Route approval in Section Four of this Ordinance, are subject to the following conditions which must be satisfied before execution by the Village of the said Final Plat for the Subject Property:

1. Village Engineer approval of the Preliminary Engineering Plans;
2. 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;
3. A Disclosure Document in form and substance approved by the Village Attorney will be required for the future buyers of lots in this proposed subdivision to sign at the time they sign an original purchase agreement 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 and a large map of the surrounding uses will be required to be posted and prominently displayed in any sales model or sales trailer;

4. 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.
5. 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;
6. 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;
7. The satisfaction of the conditions set forth in Section Four of this Ordinance.

**SECTION SIX:** The violation of any of the above conditions shall be cause for the revocation of the special use permit granted for the Planned Unit Development that is to be developed in accordance with the Preliminary PUD Plan, and for the revocation of the approvals herein granted and the rescission of the findings made in this Ordinance.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED this 21<sup>st</sup> day of July, 2015**

**APPROVED this 21<sup>st</sup> day of July, 2015**

\_\_\_\_\_  
**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 July 21, 2015 approved on July 21, 2015, as the same appears from the official records of the Village of Bartlett.

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

# EXHIBIT A

## LEGAL DESCRIPTION – BARTLETT RIDGE

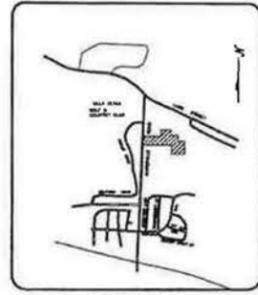
### CASE #14-27

THAT PART OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89°58'01" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION BEING ALSO THE NORTH LINE OF THE TIMBERLINE SUBDIVISION RECORDED AS DOCUMENT NUMBER 0010781451, IN COOK COUNTY, A DISTANCE OF 1315.20 FEET, TO A POINT 33 FEET EAST OF THE CENTERLINE OF NAPERVILLE ROAD; THENCE NORTH 01°13'32" EAST PARALLEL AND 33 FEET EAST OF SAID CENTERLINE, A DISTANCE OF 275.06 FEET, SAID POINT BEING PERPENDICULAR AND 275 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89°58'01" EAST AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 814.91 FEET TO A POINT THAT IS 500 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 01°11'10" EAST AND PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 275.06 FEET TO A POINT BEING PERPENDICULAR 550 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89°58'01" EAST AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 250.05 FEET TO A POINT PERPENDICULAR AND 250 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 01°11'10" WEST PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 255.91 FEET; THENCE SOUTH 89°58'01" EAST AND PARALLEL WITH SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 443.83 FEET; THENCE SOUTH 01°11'10" WEST PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 294.20 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 89°58'01" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 132.18 FEET; THENCE SOUTH 01°16'05" WEST TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE SOUTHEAST QUARTER OF SECTION 28, ALSO BEING A POINT ON THE NORTH LINE OF EAGLE'S RIDGE SUBDIVISION RECORDED AS DOCUMENT NUMBER 08040987, THENCE NORTH 89°58'01" WEST ALONG THE NORTH LINE OF SAID EAGLE'S RIDGE SUBDIVISION ALSO BEING THE SOUTH LINE OF THE NORTH 300 FEET OF THE SOUTHEAST QUARTER TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 325.92 FEET; THENCE NORTH 01°16'05" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION BEING ALSO THE EAST LINE OF TIMBERLINE SUBDIVISION RECORDED AS DOCUMENT NUMBER 0010781451, A DISTANCE OF 300.07 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 13.54+/- ACRES.



# Bartlett Ridge Preliminary P.U.D. Plan



WORLD OVERCOMERS CHURCH

B-4  
ZONING  
VILLAGE OF  
BARTLETT

PLAY FIELD

PROPOSED DETENTION AREA

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)	2.75± *
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  
Gross Density = 3.15 D.U. Per Acre

### Non Single Family Lots

Lot 44, 1,682 Sq. Ft., Common Area  
Lot 45, 3,673 Sq. Ft., Common Area  
Lot 46, 80,912 Sq. Ft., Common Area  
Lot 47, 21,882 Sq. Ft., Park Site  
Lot 48, 330 Sq. Ft., HOA

\* Area in Detention = 1.57 ± Acres

Drawn By: BSM Designed By: WMM Scale: 1" = 60'

PRELIMINARY P.U.D. PLAN	
REVISIONS	
1	10/23/14 REVIEWED D.C.
2	02-08-15 REVIEW & REVISE REVISING CT.
3	02-10-15 REVIEW & REVISE REVISING CT.
4	04-28-15 REVIEWED PER VALUATION 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

**CR & A**  
Engineers  
Planners  
Surveyors

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

Preliminary PUD Plan - Sheet 1

EXHIBIT B

VILLA OLIVIA C.C.  
P-1 ZONING

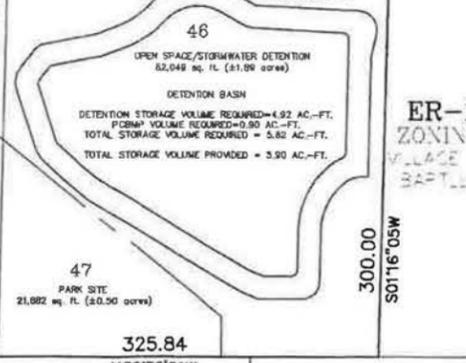
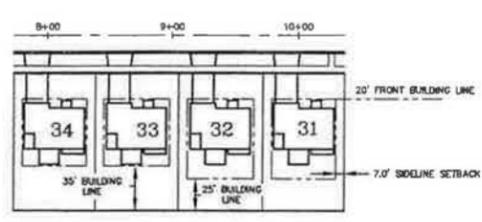
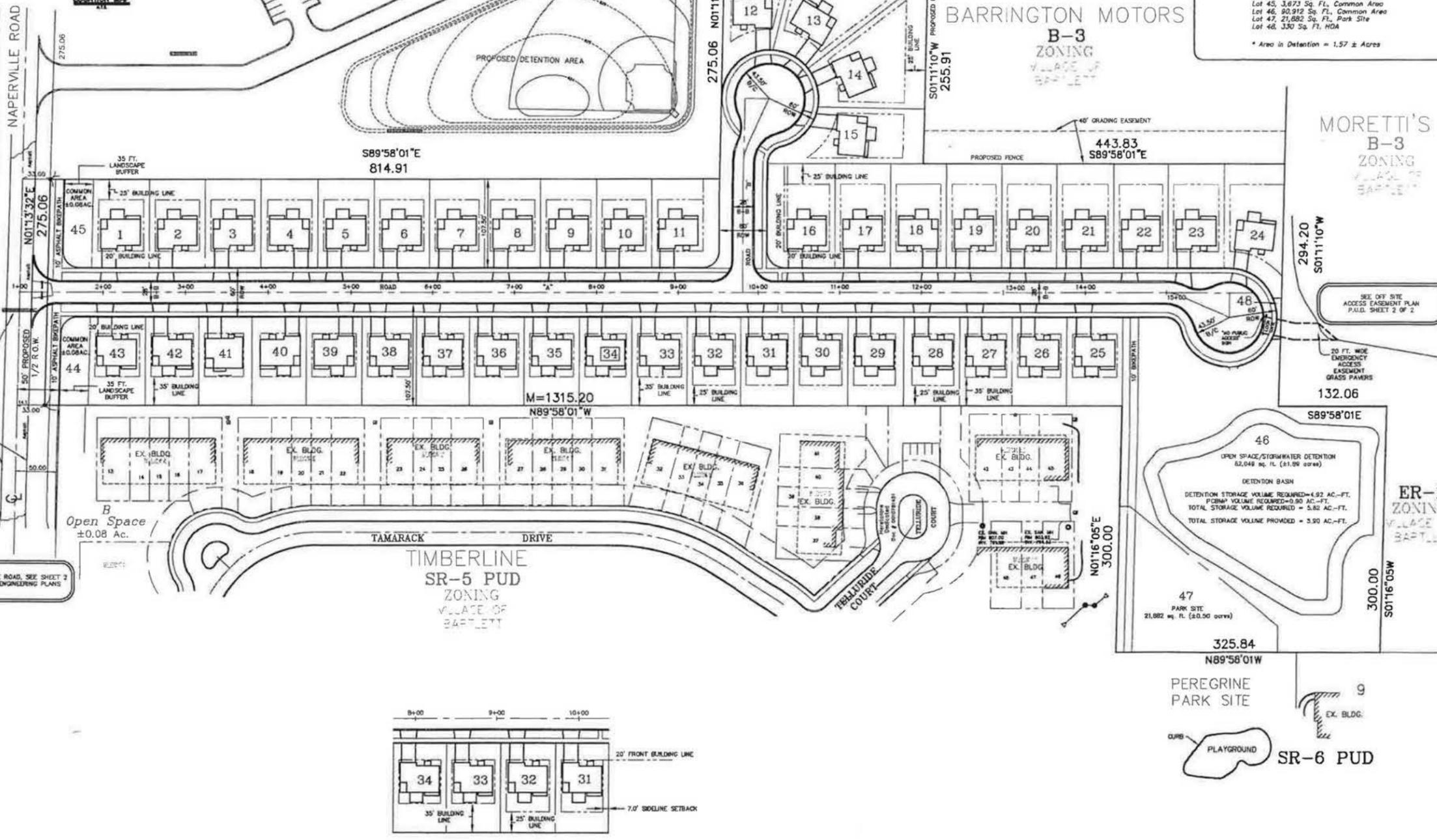
FOR NAPERVILLE ROAD, SEE SHEET 2 PRELIMINARY ENGINEERING PLANS

WATERMAIN TO BE AUGURED

EXISTING EDGE OF PAVEMENT

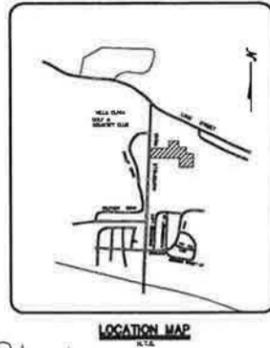
FOR NAPERVILLE ROAD, SEE SHEET 2 PRELIMINARY ENGINEERING PLANS

W14-055\Survey Sub Plat\141715VUPD PLAT\14-055\_Prelim PUD\_Sht\_1\_REV 061515.dwg 6/15/2015 10:52:27 PM CBT





# Bartlett Ridge Preliminary P.U.D. Plan



WORLD OVERCOMERS CHURCH

B-4  
ZONING  
VILLAGE OF  
BARTLETT

PLAY FIELD

PROPOSED DETENTION AREA

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)	2.75±
Emergency Access Easement	0.01±
Interior Street R.O.W.	2.77±
<b>Total</b>	<b>13.54± Ac.</b>

**Density**  
Total Number Lots = 47  
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, 112,795 Sq. Ft., Common Area  
Lot 47, 330 Sq. Ft., HOA Open Space

\* Area in Detention = 1.57 ± Acres

Drawn By: BSM  
Designed By: MAM  
Scale: 1" = 60'

**PRELIMINARY P.U.D. PLAN**

REVISIONS

NO.	DATE	REVISION
1	10/23/14	REVIEWED D.C.
2	02-06-15	REVIEW & REVISE RESURVE CT.
3	03-30-15	REVIEWED PER VILLAGE REVIEW
4	04-28-15	REVIEWED PER VILLAGE REVIEW
5	06-09-15	REVIEWED PER VILLAGE REVIEW
6	06-15-15	REVIEWED PER PLAN COMMISSION
7	07-13-15	REVIEWED PER CLIENT

VILLA OLIVIA C.C.  
BARTLETT PARK DISTRICT  
P-1  
ZONING  
VILLAGE OF  
BARTLETT

NAPERVILLE ROAD

NOT113°32'E  
275.06

50' PROPOSED 1/2 R.O.W.

EXISTING EDGE OF PAVEMENT

FOR NAPERVILLE ROAD, SEE SHEET 2 PRELIMINARY ENGINEERING PLANS

COMMON AREA S.D.O.B.A.C.

20' BUILDING LINE

EX. BLDG. BLOCK

Open Space ±0.08 Ac.

38 FT. LANDSCAPE BUFFER

35' BUILDING LINE

EX. BLDG. BLOCK

25' BUILDING LINE

35' BUILDING LINE

25' BUILDING LINE

35' BUILDING LINE

25' BUILDING LINE

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25' BUILDING LINE

35' BUILDING LINE

25' BUILDING LINE

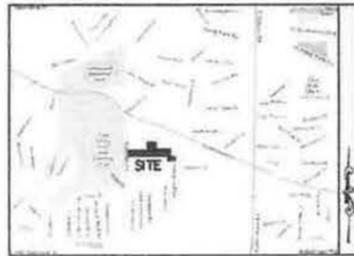
35' BUILDING LINE



# PRELIMINARY PLAT OF SUBDIVISION BARTLETT RIDGE

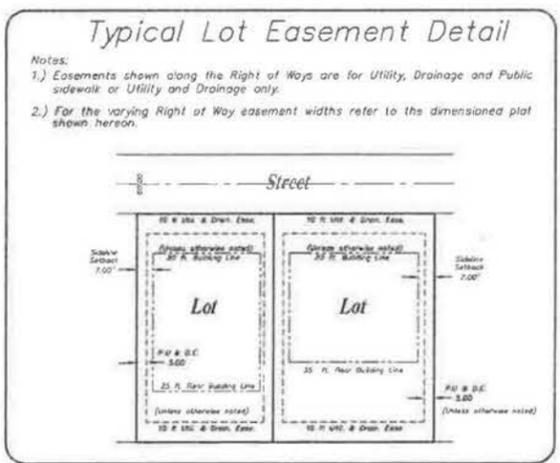
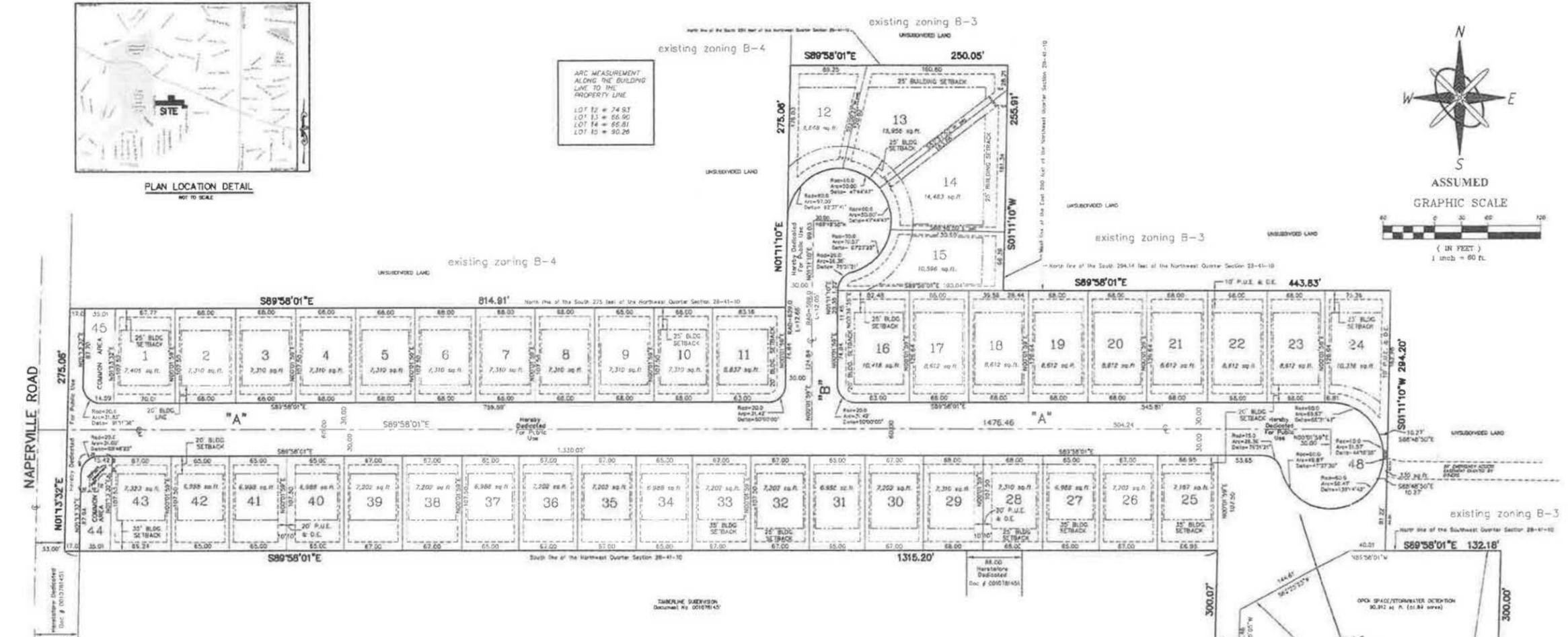
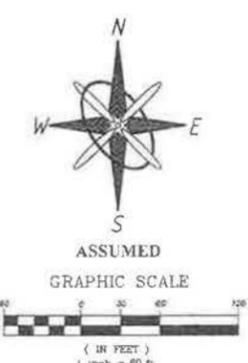
of that part of Section 28, Township 41 North, Range 5 East of the  
Third Principal Meridian, all in Cook County, Illinois.  
13.50± Acres

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 = 74.83  
LOT 13 = 66.90  
LOT 14 = 65.81  
LOT 15 = 90.26



### Site Data Table

Land Use	Area (Acres)
Single Family Homes	6.01±
Common Space (incl. Detention)	2.76±
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  
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, 90,912 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 188-002007  
EXPIRES APRIL 30, 2015

Drawn By: RSM Designed By: JSD Scale: 80:1  
PRELIMINARY PLAT OF SUBDIVISION

1	10/27/14	PREPARED	OC
2	02/25/15	REVISION	OC
3	04/22/15	REVISION	OC
4	04/22/15	PER VILLAGE SOUTH ACCESS RITE	OC
5	05/20/15	PER VILLAGE/ TOWNS	OC

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

Engineers  
Planners  
Surveyors

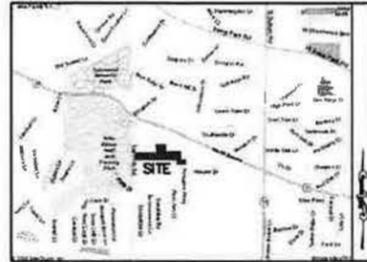
SHEET NO.  
1  
OF 2  
DATE: 02/06/15  
JOB NO. 14-055



# 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

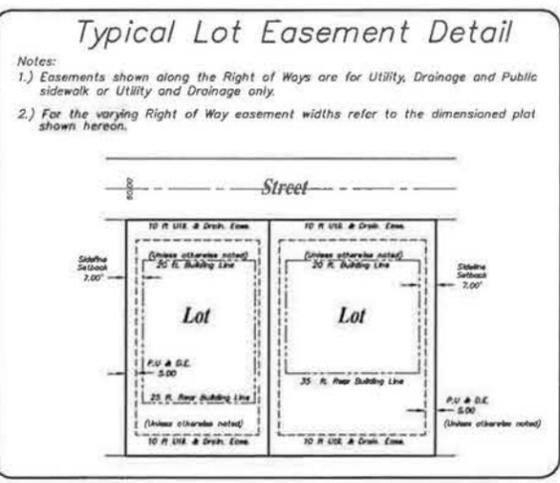
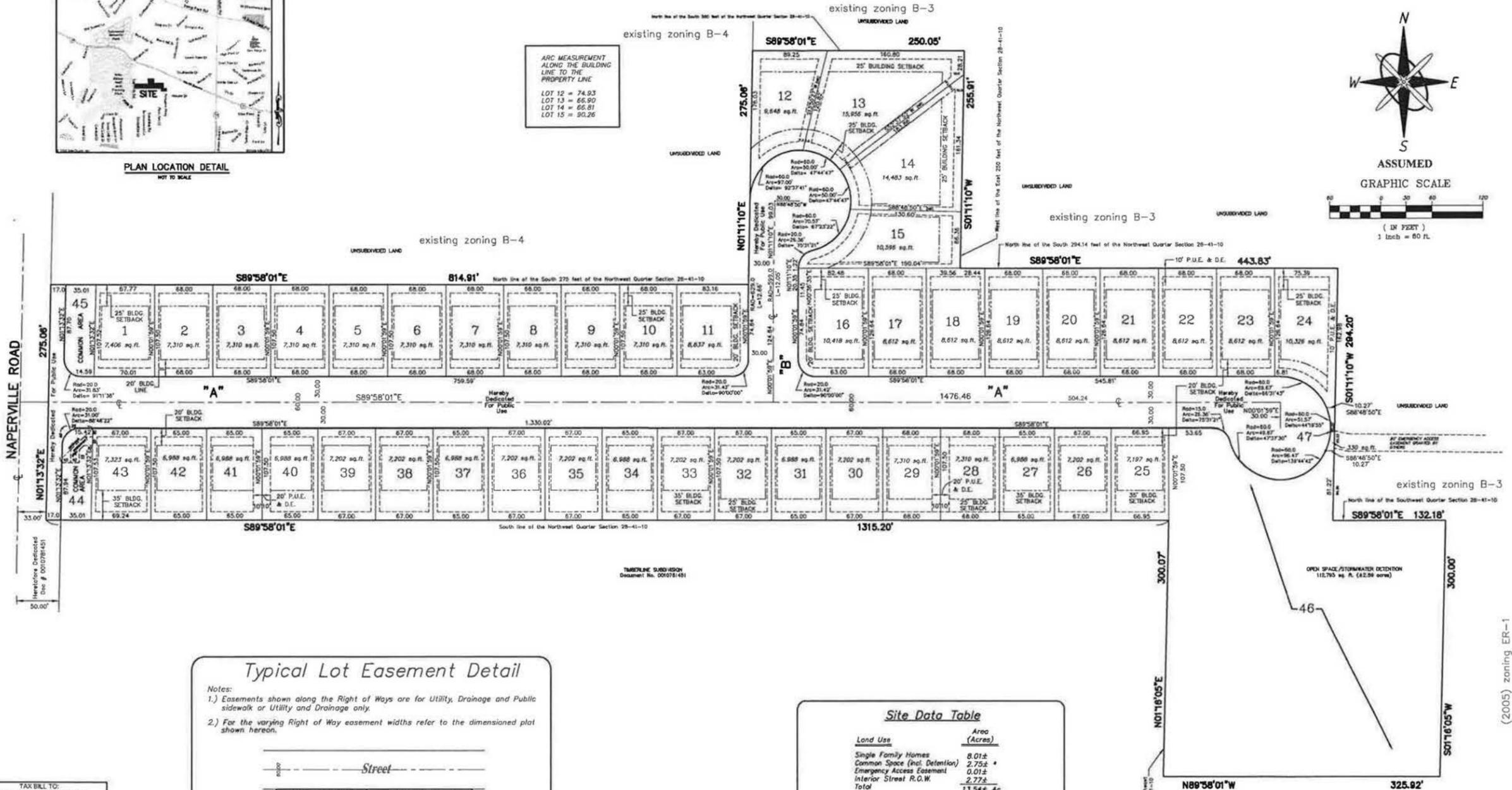
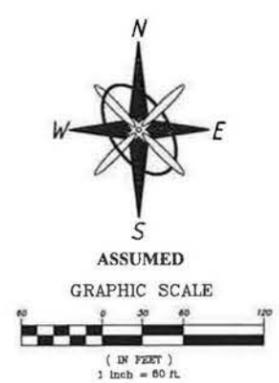
PIN  
06-28-102-007  
06-28-400-008  
Part of  
06-28-102-004  
06-28-102-005  
06-28-202-005



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)	2.75± *
Emergency Access Easement	0.01±
Interior Street R.O.W.	2.77±
<b>Total</b>	<b>13.54± Ac.</b>

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Lot 46, 112,795 Sq. Ft., Common Area  
Lot 47, 330 Sq. Ft. HOA Open Space

\* Area in Detention = 1.57 ± Acres

TAX BILL TO:  
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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: RSM Designed By: JED Scale: 60:1

**PRELIMINARY PLAT OF SUBDIVISION**

1. 11/23/14	REVISED	CC
2. 01/08/15	REVIEW	BY NEWBERRY, CT
3. 01/08/15	REVIEW	BY NEWBERRY, CT
4. 01/08/15	FOR ALLIANCE SOUTH ACCESS REC.	
5. 07-13-15	FOR ALLIANCE / TABLES	
6. 07-13-15	FOR CLIENT	

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

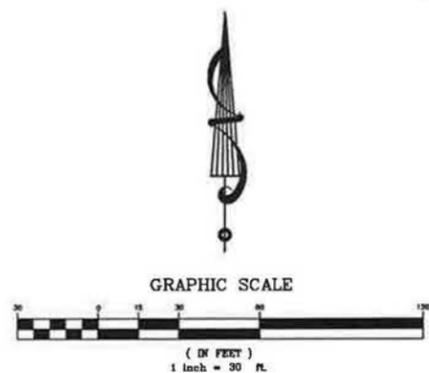
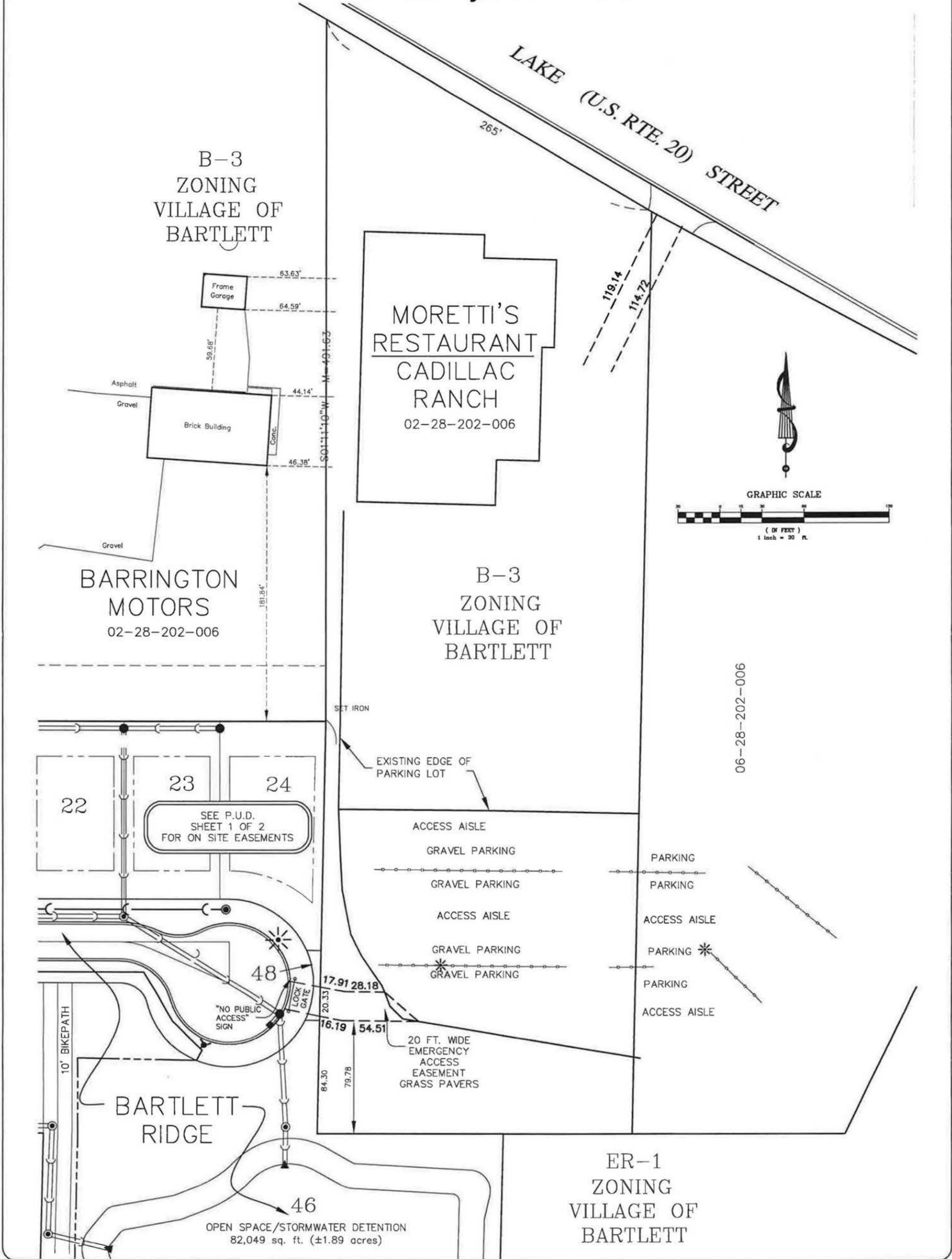
**CR & A**  
Engineers  
Planners  
Surveyors

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

ALTERNATE EXHIBIT C



# Bartlett Ridge Preliminary P.U.D. Plan



SHEET NO.  
2  
DATE: 04/28/15  
JOB NO. 14-055

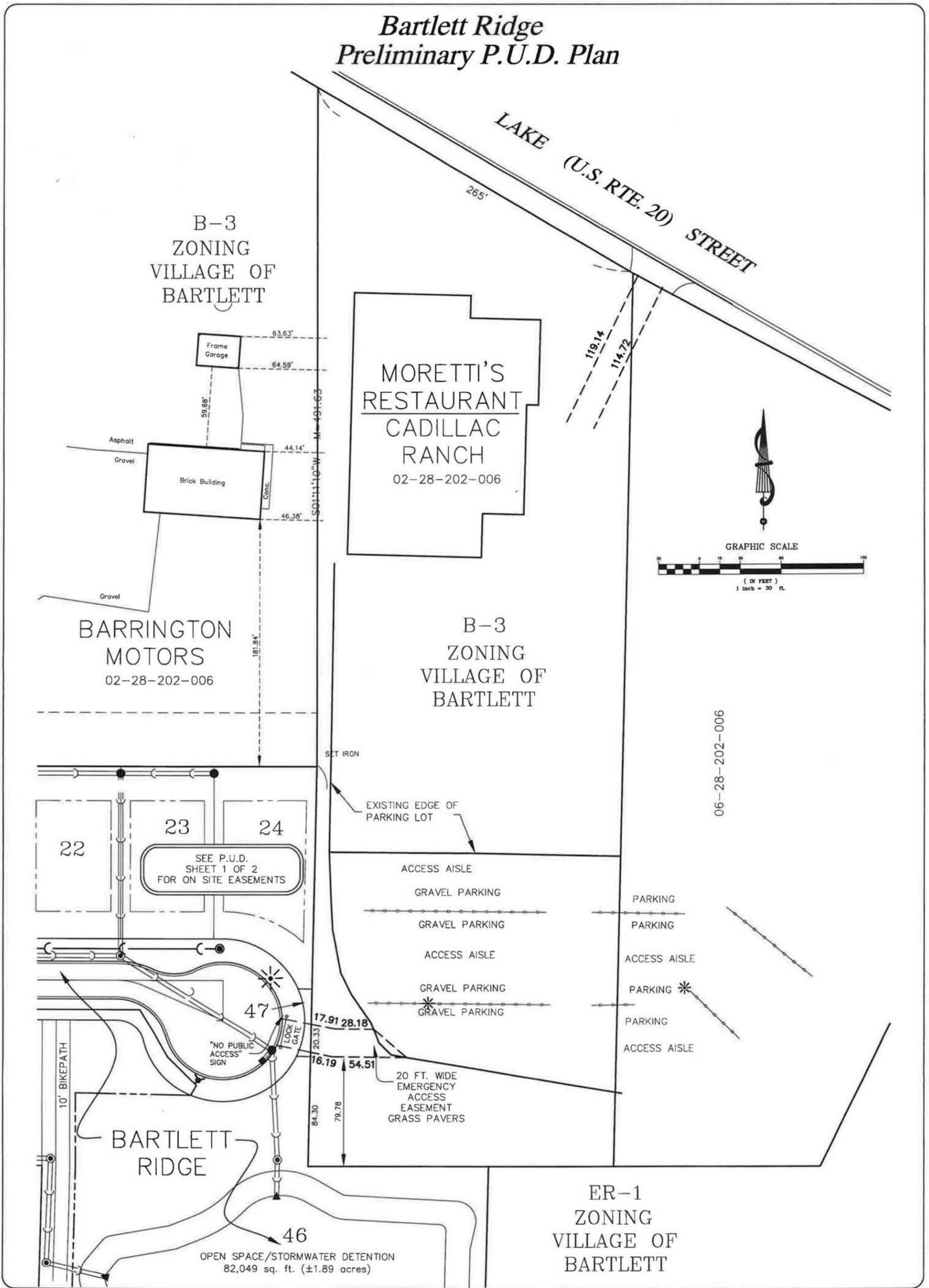
**CR & A**  
Engineers  
Planners  
Surveyors  
**CHRISTIAN-ROGE & ASSOC., INC.**  
211 WEST WACKER DRIVE  
CHICAGO, ILLINOIS 60606  
(312) 372-2023  
FAX (312) 372-5274

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'
PRELIMINARY P.U.D. PLAN		
REVISIONS		
1	6-5-15	PER VILLAGE REVIEW



# Bartlett Ridge Preliminary P.U.D. Plan



SHEET NO.  
2  
DATE: 04/28/15  
JOB NO. 14-055

**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'

**PRELIMINARY P.U.D. PLAN**

**REVISIONS**

NO.	DATE	DESCRIPTION
1	6-5-15	PER VILLAGE REVIEW
2	7-13-15	PER CLIENT REVIEW







221	Black Cherry	Prunus serotina	8	Poor	Remove
222	Black Cherry	Prunus serotina	8	Poor	Remove
223	Box Elder	Acer negundo	8	Fair	Remove
224	Box Elder	Acer negundo	14	Poor	Remove
225	Black Cherry	Prunus serotina	8	Poor	Remove
226	Box Elder	Acer negundo	9	Poor	Remove
227	Black Cherry	Prunus serotina	10	Poor	Remove
228	Box Elder	Acer negundo	6	Poor	Remove
229	Black Cherry	Prunus serotina	15	Poor	Remove
230	Black Cherry	Prunus serotina	15	Fair	Remove
231	Box Elder	Acer negundo	12	Poor	Remove
232	Box Elder	Acer negundo	8.6	Poor	Remove
233	Box Elder	Acer negundo	8	Poor	Remove
234	Black Cherry	Prunus serotina	8	Poor	Remove
235	American Elm	Ulmus americana	8	Fair	Remove
236	Black Cherry	Prunus serotina	15	Poor	Remove
237	Common Buckthorn	Rhamnus cathartica	8	Fair	Remove
238	Common Buckthorn	Rhamnus cathartica	8	Poor	Remove
239	Box Elder	Acer negundo	10	Poor	Remove
240	Box Elder	Acer negundo	14	Poor	Remove
241	Box Elder	Acer negundo	6	Fair	Remove
242	Box Elder	Acer negundo	6	Poor	Remove
243	Box Elder	Acer negundo	7	Poor	Remove
244	Box Elder	Acer negundo	11	Poor	Remove
245	Box Elder	Acer negundo	7	Fair	Remove
246	Common Buckthorn	Rhamnus cathartica	8	Fair	Remove
247	Black Cherry	Prunus serotina	9	Poor	Remove
248	Black Cherry	Prunus serotina	12	Poor	Remove
249	Black Cherry	Prunus serotina	12	Good	Remove
250	Black Cherry	Prunus serotina	10	Poor	Remove
251	Black Cherry	Prunus serotina	10	Poor	Remove
252	Box Elder	Acer negundo	8	Poor	Remove
253	Black Cherry	Prunus serotina	12	Fair	Remove
254	Black Cherry	Prunus serotina	10	Poor	Remove
255	Box Elder	Acer negundo	8	Poor	Remove
256	White Mulberry	Morus alba	10.12	Poor	Remove
257	White Mulberry	Morus alba	12	Fair	Remove
258	White Mulberry	Morus alba	12	Poor	Remove
259	Box Elder	Acer negundo	8.6	Poor	Remove
260	Box Elder	Acer negundo	8	Poor	Remove
261	White Mulberry	Morus alba	8	Fair	Remove
262	Common Buckthorn	Rhamnus cathartica	10	Fair	Remove
263	White Mulberry	Morus alba	8.8	Fair	Remove
264	Box Elder	Acer negundo	8	Poor	Remove
265	White Mulberry	Morus alba	8	Fair	Remove
266	Box Elder	Acer negundo	6	Fair	Remove
267	Box Elder	Acer negundo	10	Fair	Remove
268	Box Elder	Acer negundo	8	Poor	Remove
269	White Mulberry	Morus alba	8.12	Poor	Remove
270	Box Elder	Acer negundo	6	Fair	Remove
271	Box Elder	Acer negundo	6	Fair	Remove
272	Box Elder	Acer negundo	6	Poor	Remove
273	Box Elder	Acer negundo	8	Poor	Remove
274	Box Elder	Acer negundo	8	Poor	Remove
275	Box Elder	Acer negundo	8	Fair	Remove
276	Box Elder	Acer negundo	6	Poor	Remove
277	Box Elder	Acer negundo	9	Fair	Remove
278	Box Elder	Acer negundo	8	Poor	Remove
279	Box Elder	Acer negundo	24	Poor	Remove
280	Box Elder	Acer negundo	24	Fair	Remove
281	Box Elder	Acer negundo	18	Fair	Remove
282	Box Elder	Acer negundo	6	Poor	Remove
283	Shagbark Hickory	Carya ovata	12	Fair	Remove
284	Shagbark Hickory	Carya ovata	24	Good	Remove
285	Basswood	Tilia americana	9	Fair	Remove
286	Basswood	Tilia americana	12	Fair	Remove
287	Black Cherry	Prunus serotina	9	Poor	Remove
288	Black Cherry	Prunus serotina	10	Poor	Remove
289	Black Cherry	Prunus serotina	12	Poor	Remove
290	Box Elder	Acer negundo	8	Fair	Remove
291	Black Cherry	Prunus serotina	12	Poor	Remove
292	Black Cherry	Prunus serotina	12	Poor	Remove
293	Black Cherry	Prunus serotina	12	Dead	Remove
294	Box Elder	Acer negundo	8	Poor	Remove
295	Box Elder	Acer negundo	6	Poor	Remove
296	Black Cherry	Prunus serotina	15	Poor	Remove
297	Box Elder	Acer negundo	5	Fair	Remove
298	Box Elder	Acer negundo	12	Fair	Remove
299	Black Cherry	Prunus serotina	12.15	Fair	Remove
300	Common Buckthorn	Rhamnus cathartica	8	Fair	Remove
301	Black Cherry	Prunus serotina	10	Fair	Remove
302	Black Cherry	Prunus serotina	15.12.8	Fair	Remove
303	Black Cherry	Prunus serotina	10.9.6	Fair	Remove
304	Black Cherry	Prunus serotina	8	Fair	Remove
305	Black Cherry	Prunus serotina	10	Fair	Remove
306	Basswood	Tilia americana	15	Good	Remove
307	Black Cherry	Prunus serotina	8	Poor	Remove
308	Basswood	Tilia americana	8	Good	Remove
309	Black Cherry	Prunus serotina	10	Fair	Remove
310	Black Cherry	Prunus serotina	8	Fair	Remove
311	Common Buckthorn	Rhamnus cathartica	8	Fair	Remove
312	Black Cherry	Prunus serotina	15	Fair	Remove
313	Black Cherry	Prunus serotina	10	Poor	Remove
314	Hackberry	Celtis occidentalis	8	Good	Remove
315	Black Cherry	Prunus serotina	7	Dead	Remove
316	Black Cherry	Prunus serotina	12	Fair	Remove
317	Black Cherry	Prunus serotina	12	Good	Remove
318	Black Cherry	Prunus serotina	9	Fair	Remove

319	Black Cherry	Prunus serotina	12	Fair	Remove
320	Black Cherry	Prunus serotina	8	Poor	Remove
321	Black Cherry	Prunus serotina	8	Fair	Remove
322	Black Cherry	Prunus serotina	6	Fair	Remove
323	Box Elder	Acer negundo	8	Poor	Remove
324	Black Cherry	Prunus serotina	8	Poor	Remove
325	Black Cherry	Prunus serotina	10	Good	Remove
326	Black Cherry	Prunus serotina	6	Fair	Remove
327	Black Cherry	Prunus serotina	6	Poor	Remove
328	Box Elder	Acer negundo	7	Fair	Remove
329	Black Cherry	Prunus serotina	9.10	Poor	Remove
330	Red Oak	Quercus rubra	10	Fair	Remove
331	Box Elder	Acer negundo	6	Poor	Remove
332	Black Cherry	Prunus serotina	7	Fair	Remove
333	Box Elder	Acer negundo	8	Poor	Remove
334	Black Cherry	Prunus serotina	12	Poor	Remove
335	Black Cherry	Prunus serotina	6	Fair	Remove
336	Shagbark Hickory	Carya ovata	10.15	Fair	Remove
337	Black Cherry	Prunus serotina	8	Good	Remove
338	Black Cherry	Prunus serotina	12	Good	Remove
339	Black Cherry	Prunus serotina	12.12	Fair	Remove
340	Black Cherry	Prunus serotina	10	Fair	Remove
341	Black Cherry	Prunus serotina	8	Fair	Remove
342	Black Cherry	Prunus serotina	8	Fair	Remove
343	Shagbark Hickory	Carya ovata	12.15	Fair	Remove
344	Black Cherry	Prunus serotina	8	Poor	Remove
345	Black Cherry	Prunus serotina	10	Fair	Remove
346	Black Cherry	Prunus serotina	12	Good	Remove
347	Black Cherry	Prunus serotina	12	Good	Remove
348	Black Cherry	Prunus serotina	10.12	Fair	Remove
349	Box Elder	Acer negundo	6	Fair	Remove
350	Basswood	Tilia americana	13	Fair	Remove
351	Black Cherry	Prunus serotina	8	Poor	Remove
352	Black Cherry	Prunus serotina	6	Fair	Remove
353	Basswood	Tilia americana	10	Fair	Remove
354	Basswood	Tilia americana	10	Good	Remove
355	Basswood	Tilia americana	8	Poor	Remove
356	Black Cherry	Prunus serotina	8	Fair	Remove
357	American Elm	Ulmus americana	18	Poor	Remove
358	Black Cherry	Prunus serotina	6	Fair	Remove
359	Black Cherry	Prunus serotina	10	Fair	Remove
360	Basswood	Tilia americana	12	Fair	Remove
361	Black Cherry	Prunus serotina	8	Fair	Remove
362	Black Cherry	Prunus serotina	8	Poor	Remove
363	Black Cherry	Prunus serotina	8	Poor	Remove
364	Black Cherry	Prunus serotina	8	Poor	Remove
365	Red Oak	Quercus rubra	15	Good	Remove
366	Box Elder	Acer negundo	12	Poor	Remove
367	Box Elder	Acer negundo	8	Poor	Remove
368	Black Cherry	Prunus serotina	8	Dead	Remove
369	Black Cherry	Prunus serotina	8	Fair	Remove
370	Black Cherry	Prunus serotina	10	Poor	Remove
371	Black Cherry	Prunus serotina	9	Fair	Remove
372	Red Oak	Quercus rubra	24.24	Fair	Remove
373	Black Cherry	Prunus serotina	10	Poor	Remove
374	Red Oak	Quercus rubra	6	Good	Remove
375	Red Oak	Quercus rubra	9	Good	Remove
376	Red Oak	Quercus rubra	10.12	Fair	Remove
377	Basswood	Tilia americana	15.12.12	Fair	Remove
378	Red Oak	Quercus rubra	28	Fair	Remove
379	Black Cherry	Prunus serotina	12	Poor	Remove
380	Black Cherry	Prunus serotina	8	Fair	Remove
381	Box Elder	Acer negundo	6	Fair	Remove
382	White Oak	Quercus alba	30	Good	Remove
383	Black Cherry	Prunus serotina	10	Poor	Remove
384	Black Cherry	Prunus serotina	10	Poor	Remove
385	Black Cherry	Prunus serotina	8	Poor	Remove
386	Black Cherry	Prunus serotina	8	Poor	Remove
387	American Elm	Ulmus americana	10	Fair	Remove
388	Black Cherry	Prunus serotina	10.12	Fair	Remove
389	Red Oak	Quercus rubra	24.12	Fair	Remove
390	Common Buckthorn	Rhamnus cathartica	8	Good	Remove
391	Red Oak	Quercus rubra	7	Good	Remove
392	Red Oak	Quercus rubra	8	Good	Remove
393	Black Cherry	Prunus serotina	6	Poor	Remove
394	Shagbark Hickory	Carya ovata	7	Good	Remove
395	Shagbark Hickory	Carya ovata	7	Good	Remove
396	Shagbark Hickory	Carya ovata	7	Good	Remove
397	Red Oak	Quercus rubra	10	Good	Remove
398	Shagbark Hickory	Carya ovata	8	Good	Remove
399	Basswood	Tilia americana	7	Good	Remove
400	Bur Oak	Quercus macrocarpa	8	Good	Remove
401	Bur Oak	Quercus macrocarpa	18	Good	Remove
402	Bur Oak	Quercus macrocarpa	15	Poor	Remove
403	Basswood	Tilia americana	9.8	Poor	Remove
404	Basswood	Tilia americana	20	Fair	Remove
405	Black Cherry	Prunus serotina	12	Poor	Remove
406	Black Cherry	Prunus serotina	10	Poor	Remove
407	Black Cherry	Prunus serotina	18	Poor	Remove
408	Box Elder	Acer negundo	6	Fair	Remove
409	White Mulberry	Morus alba	7	Fair	Remove
410	Black Cherry	Prunus serotina	8	Fair	Remove
411	Black Cherry	Prunus serotina	6	Fair	Remove
412	White Mulberry	Morus alba	12	Fair	Remove
413	White Mulberry	Morus alba	6	Fair	Remove
414	Honey Locust	Gleditsia tricanthos	12	Fair	Remove
415	Box Elder	Acer negundo	10	Fair	Remove
416	Box Elder	Acer negundo	6	Poor	Remove

417	Box Elder	Acer negundo	6	Poor	Remove
418	Red Oak	Quercus rubra	6	Fair	Remove
419	Bur Oak	Quercus macrocarpa	8	Fair	Remove
420	Bur Oak	Quercus macrocarpa	10	Fair	Remove
421	Box Elder	Acer negundo	8	Poor	Remove
422	Box Elder	Acer negundo	7	Poor	Remove
423	Box Elder	Acer negundo	8	Fair	Remove
424	Box Elder	Acer negundo	6	Poor	Remove
425	Box Elder	Acer negundo	10	Fair	Remove
426	Box Elder	Acer negundo	10	Poor	Remove
427	Box Elder	Acer negundo	10	Poor	Remove
428	Black Cherry	Prunus serotina	8	Poor	Remove
429	Box Elder	Acer negundo	6	Poor	Remove
430	Black Cherry	Prunus serotina	12	Fair	Remove
431	Box Elder	Acer negundo	7	Poor	Remove
432	Box Elder	Acer negundo	6	Poor	Remove
433	Black Cherry	Prunus serotina	6	Fair	Remove
434	Black Cherry	Prunus serotina	6	Fair	Remove
435	Box Elder	Acer negundo	6	Poor	Remove
436	Box Elder	Acer negundo	8	Poor	Remove
437	Box Elder	Acer negundo	8	Poor	Remove
438	Box Elder	Acer negundo	10	Poor	Remove
439	Box Elder	Acer negundo	10	Fair	Remove
440	Box Elder	Acer negundo	6	Poor	Remove
441	Box Elder	Acer negundo	12	Poor	Remove
442	Box Elder	Acer negundo	6	Poor	Remove
443	Box Elder	Acer negundo	10	Fair	Remove
444	Black Cherry	Prunus serotina	8	Fair	Remove
445	Black Cherry	Prunus serotina	10	Good	Remove
446	Box Elder	Acer negundo	20	Poor	Remove
447	Box Elder	Acer negundo	10	Poor	Remove
448	Black Cherry	Prunus serotina	10	Poor	Remove
449	Box Elder	Acer negundo	8	Fair	Remove
450	Black Cherry	Prunus serotina	6	Poor	Remove
451	White Mulberry	Morus alba	8	Poor	Remove
452	Box Elder	Acer negundo	12	Fair	Remove
453	Box Elder	Acer negundo	8	Poor	Remove
454	Box Elder	Acer negundo	8	Fair	Remove
455	Box Elder	Acer negundo	10.8	Poor	Remove
456	Box Elder	Acer negundo	8	Fair	Remove
457	Box Elder	Acer negundo	8.10	Fair	Remove
458	Box Elder	Acer negundo	6.10	Poor	Remove
459	Black Cherry	Prunus serotina	10	Poor	Remove
460	Box Elder	Acer negundo	8	Poor	Remove
461	Black Cherry	Prunus serotina	8	Fair	Remove
462	Black Cherry	Prunus serotina	8	Fair	Remove
463	Box Elder	Acer negundo	8	Poor	Remove
464	Black Cherry	Prunus serotina	8	Poor	Remove
465	Black Cherry	Prunus serotina	6	Poor	Remove
466	Box Elder	Acer negundo	9.9	Fair	Remove
467	Black Cherry	Prunus serotina	8	Poor	Remove
468	Black Cherry	Prunus serotina	6	Poor	Remove
469	Black Cherry	Prunus serotina	8	Poor	Remove
470	Black Cherry	Prunus serotina	8.6.6	Fair	Remove
471	Box Elder	Acer negundo	8	Poor	Remove
472	Red Oak	Quercus rubra	12	Fair	Remove
473	Box Elder	Acer negundo	6	Poor	Remove
474	Box Elder	Acer negundo			

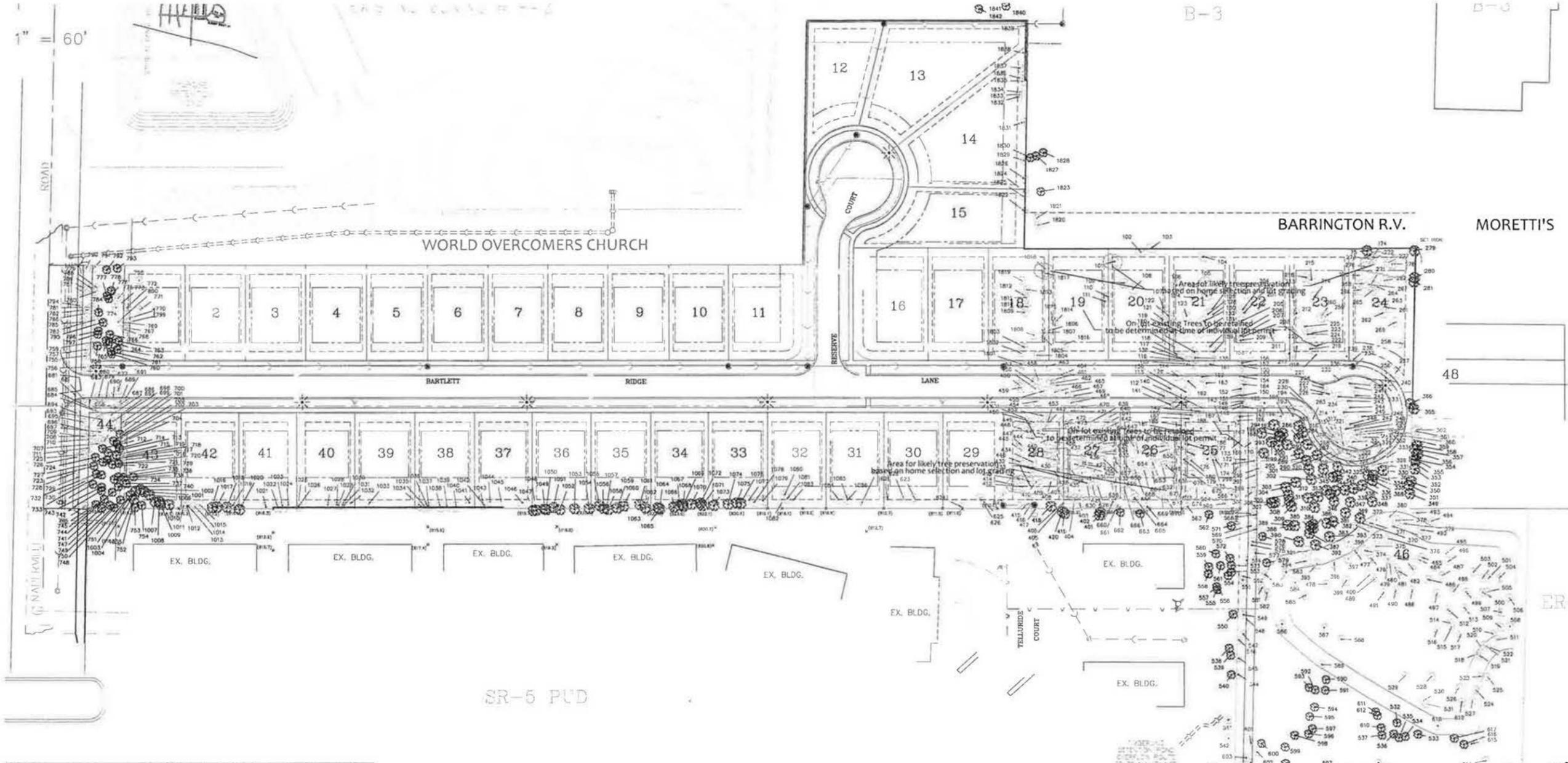


613	American Elm	Ulmus americana	17	Good	Remove
614	Black Cherry	Prunus serotina	6.8	Fair	Remove
615	Box Elder	Acer negundo	12	Poor	Remove
616	Box Elder	Acer negundo	14.6	Poor	Preserve
617	Black Cherry	Prunus serotina	9.9	Fair	Preserve
618	American Elm	Ulmus americana	9	Good	Remove
619	Box Elder	Acer negundo	8	Fair	Remove
620	Siberian Elm	Ulmus pumila	10	Poor	Remove
621	Siberian Elm	Ulmus pumila	18	Fair	Remove
622	White Mulberry	Morus alba	8.8, 12	Fair	Remove
623	Siberian Elm	Ulmus pumila	12	Fair	Remove
624	White Mulberry	Morus alba	6	Fair	Remove
625	Black Cherry	Prunus serotina	12	Fair	Remove
626	Black Cherry	Prunus serotina	12	Poor	Remove
627	Box Elder	Acer negundo	8	Fair	Remove
628	Black Cherry	Prunus serotina	12	Fair	Remove
629	Box Elder	Acer negundo	6.6	Poor	Remove
630	Black Cherry	Prunus serotina	8	Fair	Remove
631	Black Cherry	Prunus serotina	8	Fair	Remove
632	Box Elder	Acer negundo	8	Fair	Remove
633	Black Cherry	Prunus serotina	10	Fair	Remove
634	Box Elder	Acer negundo	8	Poor	Remove
635	Black Cherry	Prunus serotina	10	Fair	Remove
636	Black Cherry	Prunus serotina	6	Fair	Remove
637	Black Cherry	Prunus serotina	10	Poor	Remove
638	Box Elder	Acer negundo	5	Poor	Remove
639	Black Cherry	Prunus serotina	8	Fair	Remove
640	Black Cherry	Prunus serotina	12	Fair	Remove
641	Black Cherry	Prunus serotina	10	Fair	Remove
642	Black Cherry	Prunus serotina	10	Fair	Remove
643	Black Cherry	Prunus serotina	8	Poor	Remove
644	Black Cherry	Prunus serotina	10	Fair	Remove
645	Black Cherry	Prunus serotina	8	Fair	Remove
646	Black Cherry	Prunus serotina	6	Fair	Remove
647	Black Cherry	Prunus serotina	6	Fair	Remove
648	Black Cherry	Prunus serotina	6	Fair	Remove
649	Box Elder	Acer negundo	6	Poor	Remove
650	Box Elder	Acer negundo	6.5	Poor	Remove
651	Black Cherry	Prunus serotina	8	Fair	Remove
652	Black Cherry	Prunus serotina	6	Fair	Remove
653	Black Cherry	Prunus serotina	6	Fair	Remove
654	Black Cherry	Prunus serotina	10	Fair	Remove
655	Basswood	Tilia americana	10	Good	Remove
656	Black Cherry	Prunus serotina	8	Fair	Remove
657	Black Cherry	Prunus serotina	8	Fair	Remove
658	Box Elder	Acer negundo	8	Poor	Remove
659	Basswood	Tilia americana	8, 10	Fair	Remove
660	Basswood	Tilia americana	14	Fair	Remove
661	Bur Oak	Quercus macrocarpa	36	Good	Remove
662	Basswood	Tilia americana	12	Poor	Preserve
663	Bur Oak	Quercus macrocarpa	40	Poor	Preserve
664	Bur Oak	Quercus macrocarpa	32	Fair	Remove
665	Box Elder	Acer negundo	12	Poor	Remove
666	Box Elder	Acer negundo	8	Poor	Remove
667	Box Elder	Acer negundo	8	Poor	Remove
668	Box Elder	Acer negundo	6	Poor	Remove
669	Black Cherry	Prunus serotina	6	Poor	Remove
670	Box Elder	Acer negundo	10	Poor	Remove
671	Box Elder	Acer negundo	6	Fair	Remove
672	Black Cherry	Prunus serotina	8	Fair	Remove
673	Box Elder	Acer negundo	8	Fair	Remove
674	Box Elder	Acer negundo	8	Fair	Remove
675	Box Elder	Acer negundo	8	Poor	Remove
676	Black Cherry	Prunus serotina	8	Poor	Remove
677	Colorado Blue Spruce	Picea pungens	14	Fair	Remove
678	Colorado Blue Spruce	Picea pungens	12	Fair	Remove
679	Box Elder	Acer negundo	8	Poor	Remove
680	Black Locust	Robinia pseudoacacia	12	Fair	Remove
681	Black Locust	Robinia pseudoacacia	16	Poor	Remove
682	White Mulberry	Morus alba	6.4	Poor	Remove
683	Black Locust	Robinia pseudoacacia	8	Poor	Remove
684	Black Locust	Robinia pseudoacacia	6	Fair	Remove
685	Black Locust	Robinia pseudoacacia	6	Fair	Remove
686	Black Locust	Robinia pseudoacacia	6.6, 5	Poor	Remove
687	Black Locust	Robinia pseudoacacia	6	Fair	Remove
688	Black Locust	Robinia pseudoacacia	7	Fair	Remove
689	Black Locust	Robinia pseudoacacia	9	Fair	Remove
690	Black Locust	Robinia pseudoacacia	10	Fair	Remove
691	White Mulberry	Morus alba	6	Fair	Remove
692	Black Locust	Robinia pseudoacacia	7	Poor	Remove
693	Black Locust	Robinia pseudoacacia	6.6, 7	Poor	Remove
694	Black Locust	Robinia pseudoacacia	10	Poor	Remove
695	Black Locust	Robinia pseudoacacia	8	Poor	Remove
696	Black Locust	Robinia pseudoacacia	6	Poor	Remove
697	Black Locust	Robinia pseudoacacia	6	Fair	Remove
698	Black Locust	Robinia pseudoacacia	6	Poor	Remove
699	Black Locust	Robinia pseudoacacia	9	Fair	Remove
700	Black Locust	Robinia pseudoacacia	6	Fair	Remove
701	Black Locust	Robinia pseudoacacia	8	Fair	Remove
702	Black Locust	Robinia pseudoacacia	8	Fair	Remove
703	Black Locust	Robinia pseudoacacia	6	Fair	Remove
704	Black Locust	Robinia pseudoacacia	6	Poor	Preserve
705	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
706	Black Locust	Robinia pseudoacacia	7	Poor	Remove
707	Black Locust	Robinia pseudoacacia	6	Poor	Remove
708	Black Locust	Robinia pseudoacacia	7	Fair	Remove
709	Black Locust	Robinia pseudoacacia	6	Poor	Remove
710	White Mulberry	Morus alba	7	Poor	Remove

711	Black Locust	Robinia pseudoacacia	6	Fair	Remove
712	Black Locust	Robinia pseudoacacia	6	Poor	Preserve
713	Box Elder	Acer negundo	6	Poor	Preserve
714	Colorado Blue Spruce	Picea pungens	8	Poor	Preserve
715	Black Locust	Robinia pseudoacacia	10	Fair	Preserve
716	Black Locust	Robinia pseudoacacia	6	Poor	Preserve
717	Black Locust	Robinia pseudoacacia	7	Fair	Preserve
718	Black Locust	Robinia pseudoacacia	10	Fair	Preserve
719	Black Locust	Robinia pseudoacacia	6	Poor	Remove
720	Black Locust	Robinia pseudoacacia	8	Fair	Remove
721	Colorado Blue Spruce	Picea pungens	18	Poor	Preserve
722	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
723	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
724	Black Locust	Robinia pseudoacacia	6.6	Fair	Preserve
725	Black Locust	Robinia pseudoacacia	6.6	Poor	Remove
726	White Mulberry	Morus alba	8.6	Poor	Remove
727	White Mulberry	Morus alba	6	Poor	Remove
728	White Mulberry	Morus alba	6	Poor	Remove
729	Black Locust	Robinia pseudoacacia	6.8	Poor	Remove
730	Box Elder	Acer negundo	6	Poor	Remove
731	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
732	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
733	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
734	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
735	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
736	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
737	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
738	White Mulberry	Morus alba	6	Poor	Preserve
739	White Mulberry	Morus alba	6	Poor	Remove
740	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
741	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
742	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
743	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
744	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
745	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
746	Black Locust	Robinia pseudoacacia	12	Fair	Remove
747	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
748	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
749	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
750	Black Locust	Robinia pseudoacacia	9	Fair	Preserve
751	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
752	Black Locust	Robinia pseudoacacia	9	Fair	Preserve
753	Black Locust	Robinia pseudoacacia	12	Fair	Preserve
754	Black Locust	Robinia pseudoacacia	10	Fair	Preserve
755	American Elm	Ulmus americana	10	Poor	Remove
756	Black Locust	Robinia pseudoacacia	10	Poor	Remove
757	Black Locust	Robinia pseudoacacia	6	Poor	Remove
758	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
759	Black Locust	Robinia pseudoacacia	6	Fair	Remove
760	Black Locust	Robinia pseudoacacia	10	Fair	Preserve
761	Black Locust	Robinia pseudoacacia	10	Fair	Preserve
762	Black Locust	Robinia pseudoacacia	9.8	Fair	Preserve
763	Black Locust	Robinia pseudoacacia	10	Fair	Preserve
764	Black Locust	Robinia pseudoacacia	6	Poor	Preserve
765	Black Locust	Robinia pseudoacacia	6	Poor	Preserve
766	Black Locust	Robinia pseudoacacia	10	Poor	Preserve
767	Black Locust	Robinia pseudoacacia	6	Poor	Remove
768	Black Locust	Robinia pseudoacacia	6	Fair	Remove
769	Black Locust	Robinia pseudoacacia	6	Poor	Remove
770	Black Locust	Robinia pseudoacacia	8	Fair	Remove
771	Black Walnut	Juglans nigra	8, 10	Fair	Remove
772	White Mulberry	Morus alba	6	Poor	Remove
773	Box Elder	Acer negundo	8.6	Poor	Remove
774	Black Locust	Robinia pseudoacacia	6	Poor	Remove
775	Common Buckthorn	Rhamnus cathartica	6	Poor	Remove
776	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
777	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
778	Black Locust	Robinia pseudoacacia	6	Poor	Preserve
779	Black Locust	Robinia pseudoacacia	12	Fair	Remove
780	Black Locust	Robinia pseudoacacia	6	Fair	Remove
781	White Mulberry	Morus alba	10	Poor	Remove
782	White Mulberry	Morus alba	6	Poor	Remove
783	White Mulberry	Morus alba	6	Fair	Remove
784	Black Locust	Robinia pseudoacacia	10	Poor	Remove
785	White Mulberry	Morus alba	10	Poor	Remove
786	White Mulberry	Morus alba	6	Poor	Remove
787	White Mulberry	Morus alba	6	Poor	Remove
788	Black Locust	Robinia pseudoacacia	10	Poor	Remove
789	White Mulberry	Morus alba	6	Poor	Remove
790	American Elm	Ulmus americana	8	Poor	Remove
791	Black Walnut	Juglans nigra	12	Good	Remove
792	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
793	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
794	Common Buckthorn	Rhamnus cathartica	6	Poor	Remove
795	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
796	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
797	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
798	Siberian Elm	Ulmus pumila	24	Good	Remove
799	Black Locust	Robinia pseudoacacia	6	Fair	Remove
800	Black Locust	Robinia pseudoacacia	6	Fair	Remove
1001	Siberian Elm	Ulmus pumila	6	Fair	Preserve
1002	Siberian Elm	Ulmus pumila	6	Fair	Preserve
1003	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
1004	Black Locust	Robinia pseudoacacia	7	Poor	Preserve
1005	Black Locust	Robinia pseudoacacia	9	Fair	Preserve
1006	White Mulberry	Morus alba	7	Fair	Preserve
1007	Siberian Elm	Ulmus pumila	8	Fair	Preserve
1008	Siberian Elm	Ulmus pumila	10	Poor	Preserve

1009	Siberian Elm	Ulmus pumila	6	Poor	Preserve
1010	Siberian Elm	Ulmus pumila	10	Fair	Preserve
1011	Siberian Elm	Ulmus pumila	16	Poor	Remove
1012	Siberian Elm	Ulmus pumila	6	Poor	Remove
1013	White Mulberry	Morus alba	7.7	Poor	Remove
1014	Siberian Elm	Ulmus pumila	12	Fair	Remove
1015	Siberian Elm	Ulmus pumila	10	Fair	Remove
1016	Siberian Elm	Ulmus pumila	12	Fair	Remove
1017	Siberian Elm	Ulmus pumila	8	Poor	Preserve
1018	Box Elder	Acer negundo	6	Poor	Preserve
1019	Siberian Elm	Ulmus pumila	6	Poor	Remove
1020	Siberian Elm	Ulmus pumila	18	Fair	Preserve
1021	Silver Maple	Acer saccharinum	16	Fair	Remove
1022	Common Buckthorn	Rhamnus cathartica	8	Poor	Remove
1023	Silver Maple	Acer saccharinum	9	Fair	Remove
1024	Silver Maple	Acer saccharinum	16	Poor	Remove
1025	Silver Maple	Acer saccharinum	8	Poor	Remove
1026	Silver Maple	Acer saccharinum	6	Poor	Remove
1027	Silver Maple	Acer saccharinum	10	Fair	Remove
1028	Silver Maple	Acer saccharinum	6	Poor	Remove
1029	Silver Maple	Acer saccharinum	10	Fair	Remove
1030	Silver Maple	Acer saccharinum	10	Fair	Remove
1031	Silver Maple	Acer saccharinum	6	Poor	Remove
1032	Silver Maple	Acer saccharinum	10	Fair	Remove
1033	Silver Maple	Acer saccharinum	8.8	Poor	Remove
1034	Siberian Elm	Ulmus pumila	8	Fair	Remove
1035	Siberian Elm	Ulmus pumila	8	Poor	Remove
1036	Siberian Elm	Ulmus pumila	16	Poor	Remove
1037	Siberian Elm	Ulmus pumila	16	Fair	Remove
1038	Siberian Elm	Ulmus pumila	14	Poor	Remove
1039	Siberian Elm	Ulmus pumila	12	Poor	Remove
1040	Siberian Elm	Ulmus pumila	14	Poor	Remove
1041	Siberian Elm	Ulmus pumila	6	Fair	Remove
1042	Siberian Elm	Ulmus pumila	6	Fair	Remove
1043	Siberian Elm	Ulmus pumila	10	Poor	Remove
1044	Siberian Elm	Ulmus pumila	10	Poor	Remove
1045	Siberian Elm	Ulmus pumila	8	Fair	Remove
1046	Silver Maple	Acer saccharinum	8.8	Fair	Remove
1047	Siberian Elm	Ulmus pumila	18	Fair	Preserve
1048	Black Cherry	Prunus serotina	8	Fair	Preserve
1049	American Elm	Ulmus americana	10	Fair	Preserve
1050	Siberian Elm	Ulmus pumila	22	Fair	Preserve
1051	Black Cherry	Prunus serotina	6	Fair	Preserve
1052	Siberian Elm	Ulmus pumila	26	Fair	Preserve
1053	Siberian Elm	Ulmus pumila	28	Fair	Preserve
1054	Siberian Elm	Ulmus pumila	18	Poor	Preserve
1055	Black Cherry	Prunus serotina	8	Poor	Preserve
1056	Siberian Elm	Ulmus pumila	18	Fair	Preserve
1057	American Elm	Ulmus americana	8	Poor	Preserve
1058	American Elm	Ulmus americana	8	Fair	Preserve
1059	Siberian Elm	Ulmus pumila	14	Fair	Preserve
1060	American Elm	Ulmus			





Tag No.	Species	Scientific Name	Diameter*	Condition	Action
101	Green Ash	<i>Fraxinus pennsylvanica</i>	15	Fair	Remove
102	Silver Maple	<i>Acer saccharinum</i>	18	Fair	Remove
103	American Elm	<i>Ulmus americana</i>	8	Good	Remove
104	Black Cherry	<i>Prunus serotina</i>	8	Poor	Remove
105	Black Cherry	<i>Prunus serotina</i>	8	Fair	Remove
106	American Elm	<i>Ulmus americana</i>	8	Fair	Remove
107	Box Elder	<i>Acer negundo</i>	8	Fair	Remove
108	Common Buckthorn	<i>Rhamnus cathartica</i>	8	Poor	Remove
109	Box Elder	<i>Acer negundo</i>	8.8	Poor	Remove
110	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
111	American Elm	<i>Ulmus americana</i>	8	Fair	Remove
112	Black Cherry	<i>Prunus serotina</i>	10	Poor	Remove
113	Black Cherry	<i>Prunus serotina</i>	3.6	Poor	Remove
114	Black Cherry	<i>Prunus serotina</i>	12	Fair	Remove
115	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
116	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
117	Box Elder	<i>Acer negundo</i>	10	Poor	Remove
118	White Mulberry	<i>Morus alba</i>	10	Fair	Remove
119	Box Elder	<i>Acer negundo</i>	8	Fair	Remove
120	Box Elder	<i>Acer negundo</i>	12	Poor	Remove
121	Common Buckthorn	<i>Rhamnus cathartica</i>	15	Fair	Remove
122	Box Elder	<i>Acer negundo</i>	10	Poor	Remove
123	Box Elder	<i>Acer negundo</i>	1	Poor	Remove
124	American Elm	<i>Ulmus americana</i>	8	Fair	Remove
125	Black Cherry	<i>Prunus serotina</i>	8	Fair	Remove
126	Black Cherry	<i>Prunus serotina</i>	8	Fair	Remove
127	Black Cherry	<i>Prunus serotina</i>	8	Fair	Remove
128	Common Buckthorn	<i>Rhamnus cathartica</i>	8	Fair	Remove
129	Common Buckthorn	<i>Rhamnus cathartica</i>	12	Poor	Remove
130	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
131	Black Cherry	<i>Prunus serotina</i>	8	Fair	Remove
132	Box Elder	<i>Acer negundo</i>	8	Poor	Remove

133	Common Buckthorn	<i>Rhamnus cathartica</i>	10	Poor	Remove
134	Box Elder	<i>Acer negundo</i>	12	Poor	Remove
135	Black Cherry	<i>Prunus serotina</i>	6.6	Fair	Remove
136	Box Elder	<i>Acer negundo</i>	6	Poor	Remove
137	Common Buckthorn	<i>Rhamnus cathartica</i>	10	Fair	Remove
138	Black Cherry	<i>Prunus serotina</i>	12	Fair	Remove
139	Black Cherry	<i>Prunus serotina</i>	8.12	Poor	Remove
140	Green Ash	<i>Fraxinus pennsylvanica</i>	10	Fair	Remove
141	Common Buckthorn	<i>Rhamnus cathartica</i>	8	Poor	Remove
142	Black Cherry	<i>Prunus serotina</i>	6	Poor	Remove
143	Green Ash	<i>Fraxinus pennsylvanica</i>	6	Fair	Remove
144	Green Ash	<i>Fraxinus pennsylvanica</i>	8	Fair	Remove
145	Box Elder	<i>Acer negundo</i>	6.7	Poor	Remove
146	Box Elder	<i>Acer negundo</i>	10	Poor	Remove
147	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
148	Box Elder	<i>Acer negundo</i>	8.12	Poor	Remove
149	Box Elder	<i>Acer negundo</i>	15	Poor	Remove
150	Box Elder	<i>Acer negundo</i>	10	Poor	Remove
151	Box Elder	<i>Acer negundo</i>	10	Poor	Remove
152	Box Elder	<i>Acer negundo</i>	6.10	Poor	Remove
153	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
154	Box Elder	<i>Acer negundo</i>	10	Poor	Remove
155	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
156	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
157	Box Elder	<i>Acer negundo</i>	6	Poor	Remove
158	Box Elder	<i>Acer negundo</i>	7.10	Poor	Remove
159	Box Elder	<i>Acer negundo</i>	10	Poor	Remove
160	Box Elder	<i>Acer negundo</i>	6.6	Poor	Remove
161	White Mulberry	<i>Morus alba</i>	10	Fair	Remove
162	Box Elder	<i>Acer negundo</i>	6	Fair	Remove
163	Box Elder	<i>Acer negundo</i>	6	Poor	Remove
164	Box Elder	<i>Acer negundo</i>	8.10	Poor	Remove

165	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
166	Box Elder	<i>Acer negundo</i>	6	Poor	Remove
167	Box Elder	<i>Acer negundo</i>	12	Poor	Remove
168	Box Elder	<i>Acer negundo</i>	10	Fair	Preserve
169	Box Elder	<i>Acer negundo</i>	7	Poor	Remove
170	Black Cherry	<i>Prunus serotina</i>	8	Dead	Remove
171	Black Cherry	<i>Prunus serotina</i>	17	Poor	Remove
172	Box Elder	<i>Acer negundo</i>	7	Poor	Remove
173	Box Elder	<i>Acer negundo</i>	10	Poor	Remove
174	Black Cherry	<i>Prunus serotina</i>	8	Fair	Remove
175	White Mulberry	<i>Morus alba</i>	8	Fair	Remove
176	Black Cherry	<i>Prunus serotina</i>	7	Fair	Remove
177	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
178	Black Cherry	<i>Prunus serotina</i>	6	Fair	Remove
179	Black Cherry	<i>Prunus serotina</i>	10	Fair	Remove
180	Black Cherry	<i>Prunus serotina</i>	6	Fair	Remove
181	Black Cherry	<i>Prunus serotina</i>	8	Fair	Remove
182	Black Cherry	<i>Prunus serotina</i>	6	Fair	Remove
183	Black Cherry	<i>Prunus serotina</i>	8	Fair	Remove
184	Black Cherry	<i>Prunus serotina</i>	6	Fair	Remove
185	Black Cherry	<i>Prunus serotina</i>	7	Fair	Remove
186	Black Cherry	<i>Prunus serotina</i>	6	Fair	Remove
187	Black Cherry	<i>Prunus serotina</i>	6	Fair	Remove
188	Black Cherry	<i>Prunus serotina</i>	7	Fair	Remove
189	Black Cherry	<i>Prunus serotina</i>	6	Fair	Remove
190	Black Cherry	<i>Prunus serotina</i>	8	Fair	Remove
191	Black Cherry	<i>Prunus serotina</i>	6	Poor	Remove
192	Black Cherry	<i>Prunus serotina</i>	6	Fair	Remove
193	Black Cherry	<i>Prunus serotina</i>	15	Poor	Remove
194	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
195	Green Ash	<i>Fraxinus pennsylvanica</i>	15	Fair	Remove
196	Black Walnut	<i>Juglans nigra</i>	8	Fair	Remove

197	Green Ash	<i>Fraxinus pennsylvanica</i>	18.18	Fair	Preserve
198	Black Cherry	<i>Prunus serotina</i>	15	Dead	Preserve
199	Box Elder	<i>Acer negundo</i>	7.7.7	Fair	Preserve
200	Box Elder	<i>Acer negundo</i>	8.8.8	Poor	Preserve
201	Box Elder	<i>Acer negundo</i>	7.7.7	Fair	Remove
202	Box Elder	<i>Acer negundo</i>	10.10.10	Fair	Remove
203	Box Elder	<i>Acer negundo</i>	6.6.6	Poor	Remove
204	Box Elder	<i>Acer negundo</i>	7.7.7	Fair	Remove
205	Box Elder	<i>Acer negundo</i>	7.7.7	Poor	Remove
206	Box Elder	<i>Acer negundo</i>	8.8.8	Poor	Remove
207	Box Elder	<i>Acer negundo</i>	8.8.8	Poor	Remove
208	Box Elder	<i>Acer negundo</i>	6.10.12	Poor	Remove
209	Box Elder	<i>Acer negundo</i>	10	Poor	Remove
210	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
211	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
212	Black Cherry	<i>Prunus serotina</i>	10	Fair	Remove
213	Box Elder	<i>Acer negundo</i>	10	Poor	Remove
214	Box Elder	<i>Acer negundo</i>	12	Poor	Remove
215	Black Walnut	<i>Juglans nigra</i>	6	Fair	Preserve
216	Box Elder	<i>Acer negundo</i>	10	Fair	Remove
217	Box Elder	<i>Acer negundo</i>	15	Poor	Remove
218	Box Elder	<i>Acer negundo</i>	8	Poor	Remove
219	Box Elder	<i>Acer negundo</i>	6	Poor	Remove
220	Box Elder	<i>Acer negundo</i>	12	Fair	Remove

Note: Trees in black are to be Preserved,  
Trees in Gray are to be Removed.

0 60' 120' 240'

NORTH

ALTERNATE EXHIBIT E

Bartlett Ridge  
Bartlett, IL  
William Ryan Homes  
**TREE PRESERVATION PLAN**

KROGSTAD  
LAND DESIGN LIMITED  
LANDSCAPE ARCHITECTURE CONSULTING  
1471 WOODBROOK CT. N. CRYSTAL LAKE, IL 60154  
TEL: 815.430.1100 FAX: 815.430.1101

REVISIONS

PER VILLAGE	7/13/15
SITE CHANGE	3/27/15
DATE	3/23/15
PROJECT	WRH1402
DRAWN	KTK
CHECKED	KTK
SHEET NO.	1 of 3



221	Black Cherry	Prunus serotina	8	Poor	Remove
222	Black Cherry	Prunus serotina	8	Poor	Remove
223	Box Elder	Acer negundo	8	Fair	Remove
224	Box Elder	Acer negundo	14	Poor	Remove
225	Black Cherry	Prunus serotina	8	Poor	Remove
226	Box Elder	Acer negundo	9	Poor	Remove
227	Black Cherry	Prunus serotina	10	Poor	Remove
228	Box Elder	Acer negundo	6	Poor	Remove
229	Black Cherry	Prunus serotina	15	Poor	Remove
230	Black Cherry	Prunus serotina	15	Fair	Remove
231	Box Elder	Acer negundo	12	Poor	Remove
232	Box Elder	Acer negundo	6.6	Poor	Remove
233	Box Elder	Acer negundo	8	Poor	Remove
234	Black Cherry	Prunus serotina	8	Poor	Remove
235	American Elm	Ulmus americana	8	Fair	Remove
236	Black Cherry	Prunus serotina	15	Poor	Remove
237	Common Buckthorn	Rhamnus cathartica	8	Fair	Remove
238	Common Buckthorn	Rhamnus cathartica	8	Poor	Remove
239	Box Elder	Acer negundo	10	Poor	Remove
240	Box Elder	Acer negundo	14	Poor	Remove
241	Box Elder	Acer negundo	6	Fair	Remove
242	Box Elder	Acer negundo	6	Poor	Remove
243	Box Elder	Acer negundo	7	Poor	Remove
244	Box Elder	Acer negundo	11	Poor	Remove
245	Box Elder	Acer negundo	7	Fair	Remove
246	Common Buckthorn	Rhamnus cathartica	6	Fair	Remove
247	Black Cherry	Prunus serotina	9	Poor	Remove
248	Black Cherry	Prunus serotina	12	Poor	Remove
249	Black Cherry	Prunus serotina	12	Good	Remove
250	Black Cherry	Prunus serotina	10	Poor	Remove
251	Black Cherry	Prunus serotina	10	Poor	Remove
252	Box Elder	Acer negundo	8	Poor	Remove
253	Black Cherry	Prunus serotina	12	Fair	Remove
254	Black Cherry	Prunus serotina	10	Poor	Remove
255	Box Elder	Acer negundo	8	Poor	Remove
256	White Mulberry	Morus alba	10, 12	Poor	Remove
257	White Mulberry	Morus alba	12	Fair	Remove
258	White Mulberry	Morus alba	12	Poor	Remove
259	Box Elder	Acer negundo	8.6	Poor	Remove
260	Box Elder	Acer negundo	8	Poor	Remove
261	White Mulberry	Morus alba	6	Fair	Remove
262	Common Buckthorn	Rhamnus cathartica	10	Fair	Remove
263	White Mulberry	Morus alba	8.8	Fair	Remove
264	Box Elder	Acer negundo	8	Poor	Remove
265	White Mulberry	Morus alba	8	Fair	Remove
266	Box Elder	Acer negundo	6	Fair	Remove
267	Box Elder	Acer negundo	10	Fair	Remove
268	Box Elder	Acer negundo	8	Poor	Remove
269	White Mulberry	Morus alba	8, 12	Poor	Remove
270	Box Elder	Acer negundo	6	Fair	Remove
271	Box Elder	Acer negundo	6	Fair	Remove
272	Box Elder	Acer negundo	8	Poor	Remove
273	Box Elder	Acer negundo	8	Poor	Remove
274	Box Elder	Acer negundo	8	Poor	Remove
275	Box Elder	Acer negundo	8	Fair	Remove
276	Box Elder	Acer negundo	8	Poor	Remove
277	Box Elder	Acer negundo	8	Fair	Remove
278	Box Elder	Acer negundo	8	Poor	Remove
279	Box Elder	Acer negundo	24	Poor	Remove
280	Box Elder	Acer negundo	24	Fair	Remove
281	Box Elder	Acer negundo	16	Fair	Remove
282	Box Elder	Acer negundo	6	Poor	Remove
283	Shagbark Hickory	Carya ovata	12	Fair	Remove
284	Shagbark Hickory	Carya ovata	24	Good	Remove
285	Basswood	Tilia americana	9	Fair	Remove
286	Basswood	Tilia americana	12	Fair	Remove
287	Black Cherry	Prunus serotina	9	Poor	Remove
288	Black Cherry	Prunus serotina	10	Poor	Remove
289	Black Cherry	Prunus serotina	12	Poor	Remove
290	Box Elder	Acer negundo	8	Fair	Remove
291	Black Cherry	Prunus serotina	12	Poor	Remove
292	Black Cherry	Prunus serotina	12	Poor	Remove
293	Black Cherry	Prunus serotina	12	Dead	Remove
294	Box Elder	Acer negundo	8	Poor	Remove
295	Box Elder	Acer negundo	6	Poor	Remove
296	Black Cherry	Prunus serotina	15	Poor	Remove
297	Box Elder	Acer negundo	5	Fair	Remove
298	Box Elder	Acer negundo	12, 15	Fair	Remove
299	Black Cherry	Prunus serotina	12, 15	Fair	Remove
300	Common Buckthorn	Rhamnus cathartica	8	Fair	Remove
301	Black Cherry	Prunus serotina	10	Fair	Remove
302	Black Cherry	Prunus serotina	15, 12, 8	Fair	Remove
303	Black Cherry	Prunus serotina	10, 9, 6	Fair	Remove
304	Black Cherry	Prunus serotina	8	Fair	Remove
305	Black Cherry	Prunus serotina	10	Fair	Remove
306	Basswood	Tilia americana	15	Good	Remove
307	Black Cherry	Prunus serotina	8	Poor	Remove
308	Basswood	Tilia americana	8	Good	Remove
309	Black Cherry	Prunus serotina	10	Fair	Remove
310	Black Cherry	Prunus serotina	8	Fair	Remove
311	Common Buckthorn	Rhamnus cathartica	8	Fair	Remove
312	Black Cherry	Prunus serotina	15	Fair	Remove
313	Black Cherry	Prunus serotina	10	Poor	Remove
314	Hackberry	Celtis occidentalis	8	Good	Remove
315	Black Cherry	Prunus serotina	7	Dead	Remove
316	Black Cherry	Prunus serotina	12	Fair	Remove
317	Black Cherry	Prunus serotina	12	Good	Remove
318	Black Cherry	Prunus serotina	9	Fair	Remove

319	Black Cherry	Prunus serotina	12	Fair	Remove
320	Black Cherry	Prunus serotina	8	Poor	Remove
321	Black Cherry	Prunus serotina	8	Fair	Remove
322	Black Cherry	Prunus serotina	6	Fair	Remove
323	Box Elder	Acer negundo	6	Poor	Remove
324	Black Cherry	Prunus serotina	8	Poor	Remove
325	Black Cherry	Prunus serotina	10	Good	Remove
326	Black Cherry	Prunus serotina	6	Fair	Remove
327	Black Cherry	Prunus serotina	6	Poor	Remove
328	Box Elder	Acer negundo	7	Fair	Remove
329	Black Cherry	Prunus serotina	9, 10	Poor	Remove
330	Red Oak	Quercus rubra	10	Fair	Remove
331	Box Elder	Acer negundo	8	Poor	Remove
332	Black Cherry	Prunus serotina	7	Fair	Remove
333	Box Elder	Acer negundo	8	Poor	Remove
334	Black Cherry	Prunus serotina	12	Poor	Remove
335	Black Cherry	Prunus serotina	6	Fair	Remove
336	Shagbark Hickory	Carya ovata	10, 15	Fair	Remove
337	Black Cherry	Prunus serotina	8	Good	Remove
338	Black Cherry	Prunus serotina	12	Good	Remove
339	Black Cherry	Prunus serotina	12, 12	Fair	Remove
340	Black Cherry	Prunus serotina	10	Fair	Remove
341	Black Cherry	Prunus serotina	8	Fair	Remove
342	Black Cherry	Prunus serotina	8	Fair	Remove
343	Shagbark Hickory	Carya ovata	12, 15	Fair	Remove
344	Black Cherry	Prunus serotina	6	Poor	Remove
345	Black Cherry	Prunus serotina	10	Fair	Remove
346	Black Cherry	Prunus serotina	12	Good	Remove
347	Black Cherry	Prunus serotina	12	Good	Remove
348	Black Cherry	Prunus serotina	10, 12	Fair	Remove
349	Box Elder	Acer negundo	6	Fair	Remove
350	Basswood	Tilia americana	13	Fair	Remove
351	Black Cherry	Prunus serotina	6	Poor	Remove
352	Black Cherry	Prunus serotina	8	Fair	Remove
353	Basswood	Tilia americana	10	Fair	Remove
354	Basswood	Tilia americana	10	Good	Remove
355	Basswood	Tilia americana	6	Poor	Remove
356	Black Cherry	Prunus serotina	8	Fair	Remove
357	American Elm	Ulmus americana	18	Poor	Remove
358	Black Cherry	Prunus serotina	6	Fair	Remove
359	Black Cherry	Prunus serotina	10	Fair	Remove
360	Basswood	Tilia americana	12	Fair	Remove
361	Black Cherry	Prunus serotina	8	Fair	Remove
362	Black Cherry	Prunus serotina	8	Poor	Remove
363	Black Cherry	Prunus serotina	6	Poor	Remove
364	Black Cherry	Prunus serotina	6	Poor	Remove
365	Red Oak	Quercus rubra	15	Good	Remove
366	Box Elder	Acer negundo	12	Poor	Remove
367	Box Elder	Acer negundo	8	Poor	Remove
368	Black Cherry	Prunus serotina	8	Dead	Remove
369	Black Cherry	Prunus serotina	8	Fair	Remove
370	Black Cherry	Prunus serotina	10	Poor	Remove
371	Black Cherry	Prunus serotina	9	Fair	Remove
372	Red Oak	Quercus rubra	24, 24	Fair	Remove
373	Black Cherry	Prunus serotina	10	Poor	Remove
374	Red Oak	Quercus rubra	6	Good	Remove
375	Red Oak	Quercus rubra	9	Good	Remove
376	Red Oak	Quercus rubra	10, 12	Fair	Remove
377	Basswood	Tilia americana	15, 12, 12	Fair	Remove
378	Red Oak	Quercus rubra	28	Fair	Remove
379	Black Cherry	Prunus serotina	12	Poor	Remove
380	Black Cherry	Prunus serotina	8	Fair	Remove
381	Box Elder	Acer negundo	6	Fair	Remove
382	White Oak	Quercus alba	30	Good	Remove
383	Black Cherry	Prunus serotina	10	Poor	Remove
384	Black Cherry	Prunus serotina	10	Poor	Remove
385	Black Cherry	Prunus serotina	6	Poor	Remove
386	Black Cherry	Prunus serotina	6	Poor	Remove
387	American Elm	Ulmus americana	10	Fair	Remove
388	Black Cherry	Prunus serotina	10, 12	Fair	Remove
389	Red Oak	Quercus rubra	24, 12	Fair	Remove
390	Common Buckthorn	Rhamnus cathartica	8	Good	Remove
391	Red Oak	Quercus rubra	7	Good	Remove
392	Red Oak	Quercus rubra	8	Good	Remove
393	Black Cherry	Prunus serotina	6	Poor	Remove
394	Shagbark Hickory	Carya ovata	7	Good	Remove
395	Shagbark Hickory	Carya ovata	7	Good	Remove
396	Shagbark Hickory	Carya ovata	7	Good	Remove
397	Red Oak	Quercus rubra	10	Good	Remove
398	Shagbark Hickory	Carya ovata	8	Good	Remove
399	Basswood	Tilia americana	7	Good	Remove
400	Bur Oak	Quercus macrocarpa	8	Good	Remove
401	Bur Oak	Quercus macrocarpa	18	Good	Remove
402	Bur Oak	Quercus macrocarpa	15	Poor	Remove
403	Basswood	Tilia americana	9, 8	Poor	Remove
404	Basswood	Tilia americana	20	Fair	Remove
405	Black Cherry	Prunus serotina	12	Poor	Remove
406	Black Cherry	Prunus serotina	10	Poor	Remove
407	Black Cherry	Prunus serotina	18	Poor	Remove
408	Box Elder	Acer negundo	6	Fair	Remove
409	White Mulberry	Morus alba	7	Fair	Remove
410	Black Cherry	Prunus serotina	8	Fair	Remove
411	Black Cherry	Prunus serotina	6	Fair	Remove
412	White Mulberry	Morus alba	12	Fair	Remove
413	White Mulberry	Morus alba	6	Fair	Remove
414	Honey Locust	Gleditsia triacanthos	12	Fair	Remove
415	Box Elder	Acer negundo	10	Fair	Remove
416	Box Elder	Acer negundo	6	Poor	Remove

417	Box Elder	Acer negundo	8	Poor	Remove
418	Red Oak	Quercus rubra	6	Fair	Remove
419	Bur Oak	Quercus macrocarpa	8	Fair	Remove
420	Bur Oak	Quercus macrocarpa	10	Fair	Remove
421	Box Elder	Acer negundo	6	Poor	Remove
422	Box Elder	Acer negundo	7	Poor	Remove
423	Box Elder	Acer negundo	8	Fair	Remove
424	Box Elder	Acer negundo	8	Poor	Remove
425	Box Elder	Acer negundo	10	Fair	Remove
426	Box Elder	Acer negundo	10	Poor	Remove
427	Box Elder	Acer negundo	10	Poor	Remove
428	Black Cherry	Prunus serotina	8	Poor	Remove
429	Box Elder	Acer negundo	6	Poor	Remove
430	Black Cherry	Prunus serotina	12	Fair	Remove
431	Box Elder	Acer negundo	7	Poor	Remove
432	Box Elder	Acer negundo	6	Poor	Remove
433	Black Cherry	Prunus serotina	6	Fair	Remove
434	Black Cherry	Prunus serotina	6	Fair	Remove
435	Box Elder	Acer negundo	6	Poor	Remove
436	Box Elder	Acer negundo	8	Poor	Remove
437	Box Elder	Acer negundo	8	Poor	Remove
438	Box Elder	Acer negundo	10	Poor	Remove
439	Box Elder	Acer negundo	10	Fair	Remove
440	Box Elder	Acer negundo	6	Poor	Remove
441	Box Elder	Acer negundo	12	Poor	Remove
442	Box Elder	Acer negundo	6	Poor	Remove
443	Box Elder	Acer negundo	10	Fair	Remove
444	Black Cherry	Prunus serotina	8	Fair	Remove
445	Black Cherry	Prunus serotina	10	Poor	Remove
446	Box Elder	Acer negundo	20	Poor	Remove
447	Box Elder	Acer negundo	10	Poor	Remove
448	Black Cherry	Prunus serotina	10	Poor	Remove
449	Box Elder	Acer negundo	8	Fair	Remove
450	Black Cherry	Prunus serotina	6	Poor	Remove
451	White Mulberry	Morus alba	8	Poor	Remove
452	Box Elder	Acer negundo	12	Fair	Remove
453	Box Elder	Acer negundo	8	Poor	Remove
454	Box Elder	Acer negundo	9	Fair	Remove
455	Box Elder	Acer negundo	10, 8	Poor	Remove
456	Box Elder	Acer negundo	8	Fair	Remove
457	Box Elder	Acer negundo	6, 10	Fair	Remove
458	Box Elder	Acer negundo	6, 10	Poor	Remove
459	Black Cherry	Prunus serotina	10	Poor	Remove
460	Box Elder	Acer negundo	8	Poor	Remove
461	Black Cherry	Prunus serotina	8	Fair	Remove
462	Black Cherry	Prunus serotina	6	Fair	Remove
463	Box Elder	Acer negundo	6	Poor	Remove
464	Black Cherry	Prunus serotina	6	Poor	Remove
465	Black Cherry	Prunus serotina	6	Poor	Remove
466	Box Elder	Acer negundo	9, 9	Fair	Remove
467	Black Cherry	Prunus serotina	8	Poor	Remove
468	Black Cherry	Prunus serotina	8	Poor	Remove
469	Black Cherry	Prunus serotina	8	Poor	Remove
470	Black Cherry	Prunus serotina	8, 6, 6	Fair	Remove
471	Box Elder	Acer negundo	8	Poor	Remove
472	Box Elder	Acer negundo	12	Fair	Remove
473	Box Elder	Acer negundo	6	Poor	Remove



613	American Elm	Ulmus americana	17	Good	Remove
614	Black Cherry	Prunus serotina	6.8	Fair	Remove
615	Box Elder	Acer negundo	12	Poor	Remove
616	Box Elder	Acer negundo	14.6	Poor	Preserve
617	Black Cherry	Prunus serotina	9.9	Fair	Remove
618	American Elm	Ulmus americana	9	Good	Remove
619	Box Elder	Acer negundo	8	Fair	Remove
620	Siberian Elm	Ulmus pumila	10	Poor	Remove
621	Siberian Elm	Ulmus pumila	16	Fair	Remove
622	White Mulberry	Morus alba	8.8.12	Fair	Remove
623	Siberian Elm	Ulmus pumila	12	Fair	Remove
624	White Mulberry	Morus alba	6	Fair	Remove
625	Black Cherry	Prunus serotina	12	Fair	Remove
626	Black Cherry	Prunus serotina	12	Poor	Remove
627	Box Elder	Acer negundo	8	Fair	Remove
628	Black Cherry	Prunus serotina	12	Fair	Remove
629	Box Elder	Acer negundo	6.6	Poor	Remove
630	Black Cherry	Prunus serotina	8	Fair	Remove
631	Black Cherry	Prunus serotina	8	Fair	Remove
632	Box Elder	Acer negundo	8	Fair	Remove
633	Black Cherry	Prunus serotina	10	Fair	Remove
634	Box Elder	Acer negundo	8	Poor	Remove
635	Black Cherry	Prunus serotina	10	Fair	Remove
636	Black Cherry	Prunus serotina	6	Fair	Remove
637	Black Cherry	Prunus serotina	10	Poor	Remove
638	Box Elder	Acer negundo	6	Poor	Remove
639	Black Cherry	Prunus serotina	8	Fair	Remove
640	Black Cherry	Prunus serotina	12	Fair	Remove
641	Black Cherry	Prunus serotina	10	Fair	Remove
642	Black Cherry	Prunus serotina	8	Fair	Remove
643	Black Cherry	Prunus serotina	8	Poor	Remove
644	Black Cherry	Prunus serotina	10	Fair	Remove
645	Black Cherry	Prunus serotina	8	Fair	Remove
646	Black Cherry	Prunus serotina	6	Fair	Remove
647	Black Cherry	Prunus serotina	6	Fair	Remove
648	Black Cherry	Prunus serotina	6	Fair	Remove
649	Box Elder	Acer negundo	6	Poor	Remove
650	Box Elder	Acer negundo	6.5	Poor	Remove
651	Black Cherry	Prunus serotina	8	Fair	Remove
652	Black Cherry	Prunus serotina	6	Fair	Remove
653	Black Cherry	Prunus serotina	8	Fair	Remove
654	Black Cherry	Prunus serotina	10	Fair	Remove
655	Basswood	Tilia americana	10	Good	Remove
656	Black Cherry	Prunus serotina	8	Fair	Remove
657	Black Cherry	Prunus serotina	8	Fair	Remove
658	Box Elder	Acer negundo	8	Poor	Remove
659	Basswood	Tilia americana	8.10	Fair	Remove
660	Basswood	Tilia americana	14	Fair	Remove
661	Bur Oak	Quercus macrocarpa	36	Good	Remove
662	Basswood	Tilia americana	12	Poor	Preserve
663	Bur Oak	Quercus macrocarpa	40	Poor	Preserve
664	Bur Oak	Quercus macrocarpa	32	Fair	Remove
665	Box Elder	Acer negundo	12	Poor	Remove
666	Box Elder	Acer negundo	8	Poor	Remove
667	Box Elder	Acer negundo	8	Poor	Remove
668	Box Elder	Acer negundo	6	Poor	Remove
669	Black Cherry	Prunus serotina	6	Poor	Remove
670	Box Elder	Acer negundo	10	Poor	Remove
671	Box Elder	Acer negundo	6	Fair	Remove
672	Black Cherry	Prunus serotina	8	Fair	Remove
673	Box Elder	Acer negundo	8	Fair	Remove
674	Box Elder	Acer negundo	8	Fair	Remove
675	Box Elder	Acer negundo	8	Poor	Remove
676	Black Cherry	Prunus serotina	8	Poor	Remove
677	Colorado Blue Spruce	Picea pungens	14	Fair	Remove
678	Colorado Blue Spruce	Picea pungens	12	Fair	Remove
679	Box Elder	Acer negundo	6	Poor	Remove
680	Black Locust	Robinia pseudoacacia	12	Fair	Remove
681	Black Locust	Robinia pseudoacacia	18	Poor	Remove
682	White Mulberry	Morus alba	6.4	Poor	Remove
683	Black Locust	Robinia pseudoacacia	8	Poor	Remove
684	Black Locust	Robinia pseudoacacia	6	Fair	Remove
685	Black Locust	Robinia pseudoacacia	6	Fair	Remove
686	Black Locust	Robinia pseudoacacia	6.6.5	Poor	Remove
687	Black Locust	Robinia pseudoacacia	6	Fair	Remove
688	Black Locust	Robinia pseudoacacia	7	Fair	Remove
689	Black Locust	Robinia pseudoacacia	9	Fair	Remove
690	Black Locust	Robinia pseudoacacia	10	Fair	Remove
691	White Mulberry	Morus alba	6	Fair	Remove
692	Black Locust	Robinia pseudoacacia	7	Poor	Remove
693	Black Locust	Robinia pseudoacacia	6.6.7	Poor	Remove
694	Black Locust	Robinia pseudoacacia	10	Poor	Remove
695	Black Locust	Robinia pseudoacacia	8	Poor	Remove
696	Black Locust	Robinia pseudoacacia	6	Poor	Remove
697	Black Locust	Robinia pseudoacacia	6	Fair	Remove
698	Black Locust	Robinia pseudoacacia	6	Poor	Remove
699	Black Locust	Robinia pseudoacacia	9	Fair	Remove
700	Black Locust	Robinia pseudoacacia	6	Fair	Remove
701	Black Locust	Robinia pseudoacacia	8	Fair	Remove
702	Black Locust	Robinia pseudoacacia	8	Fair	Remove
703	Black Locust	Robinia pseudoacacia	6	Fair	Remove
704	Black Locust	Robinia pseudoacacia	6	Poor	Preserve
705	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
706	Black Locust	Robinia pseudoacacia	7	Poor	Remove
707	Black Locust	Robinia pseudoacacia	6	Poor	Remove
708	Black Locust	Robinia pseudoacacia	7	Fair	Remove
709	Black Locust	Robinia pseudoacacia	6	Poor	Remove
710	White Mulberry	Morus alba	7	Poor	Remove

711	Black Locust	Robinia pseudoacacia	6	Fair	Remove
712	Black Locust	Robinia pseudoacacia	6	Poor	Preserve
713	Box Elder	Acer negundo	6	Poor	Preserve
714	Colorado Blue Spruce	Picea pungens	6	Poor	Preserve
715	Black Locust	Robinia pseudoacacia	10	Fair	Preserve
716	Black Locust	Robinia pseudoacacia	6	Poor	Preserve
717	Black Locust	Robinia pseudoacacia	7	Fair	Preserve
718	Black Locust	Robinia pseudoacacia	10	Fair	Remove
719	Black Locust	Robinia pseudoacacia	6	Poor	Remove
720	Black Locust	Robinia pseudoacacia	8	Fair	Remove
721	Colorado Blue Spruce	Picea pungens	10	Poor	Preserve
722	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
723	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
724	Black Locust	Robinia pseudoacacia	6.6	Fair	Preserve
725	Black Locust	Robinia pseudoacacia	6.6	Poor	Remove
726	White Mulberry	Morus alba	8.6	Poor	Remove
727	White Mulberry	Morus alba	6	Poor	Remove
728	White Mulberry	Morus alba	6	Poor	Remove
729	Black Locust	Robinia pseudoacacia	6.8	Poor	Remove
730	Box Elder	Acer negundo	6	Poor	Remove
731	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
732	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
733	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
734	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
735	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
736	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
737	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
738	White Mulberry	Morus alba	6	Poor	Preserve
739	White Mulberry	Morus alba	6	Poor	Remove
740	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
741	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
742	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
743	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
744	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
745	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
746	Black Locust	Robinia pseudoacacia	12	Fair	Remove
747	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
748	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
749	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
750	Black Locust	Robinia pseudoacacia	9	Fair	Preserve
751	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
752	Black Locust	Robinia pseudoacacia	9	Fair	Preserve
753	Black Locust	Robinia pseudoacacia	12	Fair	Preserve
754	Black Locust	Robinia pseudoacacia	10	Fair	Preserve
755	American Elm	Ulmus americana	10	Poor	Remove
756	Black Locust	Robinia pseudoacacia	10	Poor	Remove
757	Black Locust	Robinia pseudoacacia	6	Poor	Remove
758	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
759	Black Locust	Robinia pseudoacacia	6	Good	Remove
760	Black Locust	Robinia pseudoacacia	10	Fair	Preserve
761	Black Locust	Robinia pseudoacacia	10	Fair	Preserve
762	Black Locust	Robinia pseudoacacia	9.8	Fair	Preserve
763	Black Locust	Robinia pseudoacacia	10	Fair	Preserve
764	Black Locust	Robinia pseudoacacia	6	Poor	Preserve
765	Black Locust	Robinia pseudoacacia	6	Poor	Preserve
766	Black Locust	Robinia pseudoacacia	10	Poor	Preserve
767	Black Locust	Robinia pseudoacacia	6	Poor	Remove
768	Black Locust	Robinia pseudoacacia	6	Fair	Remove
769	Black Locust	Robinia pseudoacacia	6	Poor	Remove
770	Black Locust	Robinia pseudoacacia	8	Fair	Remove
771	Black Walnut	Juglans nigra	8.10	Fair	Remove
772	White Mulberry	Morus alba	6	Poor	Remove
773	Box Elder	Acer negundo	8.6	Poor	Remove
774	Black Locust	Robinia pseudoacacia	6	Poor	Remove
775	Common Buckthorn	Rhamnus cathartica	6	Poor	Remove
776	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
777	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
778	Black Locust	Robinia pseudoacacia	6	Poor	Preserve
779	Black Locust	Robinia pseudoacacia	12	Fair	Remove
780	Black Locust	Robinia pseudoacacia	6	Fair	Remove
781	White Mulberry	Morus alba	10	Poor	Remove
782	White Mulberry	Morus alba	6	Poor	Remove
783	White Mulberry	Morus alba	6	Fair	Remove
784	Black Locust	Robinia pseudoacacia	10	Poor	Preserve
785	White Mulberry	Morus alba	10	Poor	Remove
786	White Mulberry	Morus alba	6	Poor	Remove
787	White Mulberry	Morus alba	6	Poor	Remove
788	Black Locust	Robinia pseudoacacia	10	Poor	Remove
789	White Mulberry	Morus alba	6	Poor	Remove
790	American Elm	Ulmus americana	6	Poor	Remove
791	Black Walnut	Juglans nigra	12	Good	Remove
792	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
793	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
794	Common Buckthorn	Rhamnus cathartica	6	Poor	Remove
795	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
796	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
797	Black Locust	Robinia pseudoacacia	6	Fair	Preserve
798	Siberian Elm	Ulmus pumila	24	Good	Remove
799	Black Locust	Robinia pseudoacacia	6	Fair	Remove
800	Black Locust	Robinia pseudoacacia	6	Fair	Remove
1001	Siberian Elm	Ulmus pumila	6	Fair	Preserve
1002	Siberian Elm	Ulmus pumila	6	Fair	Preserve
1003	Black Locust	Robinia pseudoacacia	8	Fair	Preserve
1004	Black Locust	Robinia pseudoacacia	7	Poor	Preserve
1005	Black Locust	Robinia pseudoacacia	9	Fair	Preserve
1006	White Mulberry	Morus alba	7	Fair	Preserve
1007	Siberian Elm	Ulmus pumila	8	Fair	Preserve
1008	Siberian Elm	Ulmus pumila	10	Poor	Preserve

1009	Siberian Elm	Ulmus pumila	6	Poor	Preserve
1010	Siberian Elm	Ulmus pumila	10	Fair	Preserve
1011	Siberian Elm	Ulmus pumila	16	Poor	Remove
1012	Siberian Elm	Ulmus pumila	6	Poor	Remove
1013	White Mulberry	Morus alba	7.7	Poor	Remove
1014	Siberian Elm	Ulmus pumila	12	Fair	Remove
1015	Siberian Elm	Ulmus pumila	10	Fair	Remove
1016	Siberian Elm	Ulmus pumila	12	Poor	Preserve
1017	Siberian Elm	Ulmus pumila	8	Poor	Preserve
1018	Box Elder	Acer negundo	6	Poor	Preserve
1019	Siberian Elm	Ulmus pumila	6	Poor	Remove
1020	Siberian Elm	Ulmus pumila	18	Fair	Preserve
1021	Silver Maple	Acer saccharinum	16	Fair	Remove
1022	Common Buckthorn	Rhamnus cathartica	8	Poor	Remove
1023	Silver Maple	Acer saccharinum	9	Fair	Remove
1024	Silver Maple	Acer saccharinum	16	Poor	Remove
1025	Silver Maple	Acer saccharinum	8	Poor	Remove
1026	Silver Maple	Acer saccharinum	6	Poor	Remove
1027	Silver Maple	Acer saccharinum	10	Fair	Remove
1028	Silver Maple	Acer saccharinum	6	Poor	Remove
1029	Silver Maple	Acer saccharinum	10	Fair	Remove
1030	Silver Maple	Acer saccharinum	10	Fair	Remove
1031	Silver Maple	Acer saccharinum	6	Poor	Remove
1032	Silver Maple	Acer saccharinum	10	Fair	Remove
1033	Silver Maple	Acer saccharinum	8.8	Poor	Remove
1034	Siberian Elm	Ulmus pumila	8	Fair	Remove
1035	Siberian Elm	Ulmus pumila	8	Poor	Remove
1036	Siberian Elm	Ulmus pumila	16	Fair	Remove
1037	Siberian Elm	Ulmus pumila	16	Fair	Remove
1038	Siberian Elm	Ulmus pumila	14	Poor	Remove
1039	Siberian Elm	Ulmus pumila	12	Poor	Remove
1040	Siberian Elm	Ulmus pumila	14	Poor	Remove
1041	Siberian Elm	Ulmus pumila	6	Fair	Remove
1042	Siberian Elm	Ulmus pumila	6	Fair	Remove
1043	Siberian Elm	Ulmus pumila	10	Fair	Remove
1044	Siberian Elm	Ulmus pumila	10	Poor	Remove
1045	Siberian Elm	Ulmus pumila	8	Fair	Remove
1046	Silver Maple	Acer saccharinum	8.5	Fair	Remove
1047	Siberian Elm	Ulmus pumila	18	Fair	Preserve
1048	Black Cherry	Prunus serotina	8	Fair	Preserve
1049	American Elm	Ulmus americana	10	Fair	Preserve
1050	Siberian Elm	Ulmus pumila	22	Fair	Preserve
1051	Black Cherry	Prunus serotina	6	Fair	Preserve
1052	Siberian Elm	Ulmus pumila	26	Fair	Preserve
1053	Siberian Elm	Ulmus pumila	28	Fair	Preserve
1054	Siberian Elm	Ulmus pumila	18	Poor	Preserve
1055	Black Cherry	Prunus serotina	6	Poor	Preserve
1056	Siberian Elm	Ulmus pumila	16	Fair	Preserve
1057	American Elm	Ulmus americana	6	Fair	Preserve
1058	Siberian Elm	Ulmus pumila	14	Fair	Preserve
1059	Siberian Elm	Ulmus pumila	20	Fair	Preserve
1060	American Elm	Ulmus americana</			













## Agenda Item Executive Summary

Item Name Case #15-08 - Brewster Creek Business Park Lot 4 & 6 (Ace Relocation Systems) Committee or Board Village Board

### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

A request for a **SITE PLAN REVIEW** and **SPECIAL USE PERMIT** (Building height of 38').

The **Plan Commission** reviewed the Petitioner's requests and conducted the public hearing at their meeting on July 9, 2015. The Commission recommended **approval** subject to the conditions and findings of fact outlined in the Staff Report.

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

### ATTACHMENTS (PLEASE LIST)

CD Staff Memo, Applicant Cover Letter, Application, Location Map, Ordinance with Exhibits and 7/9/15 Plan Commission Minutes.

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance X\_\_\_\_\_

Motion: Move to approve Ordinance #2015-\_\_\_\_\_ An Ordinance Granting A Special Use Permit for Building Height and Site Plan Approval for Ace Relocation Systems on Parts of Lots 4 & 6 in the Brewster Creek Business Park.

Staff: Jim Plonczynski

Date: 7/13/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-149**

DATE: July 13, 2015  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski,  Comm Dev Director  
RE: **(#15-08) Brewster Creek Business Park Lot 4&6 (Ace Relocation)**

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**PETITIONER**

Jeff Dublo, Triumph Construction on behalf of Ace Relocation

**SUBJECT SITE**

Part of Lots 4 and 6 in the Brewster Creek Business Park, Unit 1, located at the southeast corner of Hecht Drive.

**REQUEST**

Site Plan Review and Special Use Permit (Building Height of 38').

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

**EXISTING AND PROPOSED CONDITIONS**

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
<b>Subject Site</b>	<b>Vacant</b>	<b>Mixed Use Business Park</b>	<b>I-2 EDA</b>
North	Indust. Bldg.	Mixed Use Business Park	I-2 EDA
South	Vacant	Mixed Use Business Park	I-2 EDA
East	Vacant	Mixed Use Business Park	I-2 EDA
West	Indust. Bldg.	Mixed Use Business Park	I-2 EDA

**DISCUSSION**

1. The petitioner is requesting a Site Plan Review for a proposed 50,000 square foot industrial building on a 4.7 acre lot on part of Lots 4 & 6 in the Brewster Creek Business Park, Unit 1 for Ace Relocation, a Moving and Storage Company.
2. The petitioner is requesting a Special Use Permit to allow the building to exceed the maximum 35 foot height requirement. The proposed building will have a maximum

exterior height of 38 feet.

3. The proposed building will be constructed of smooth form finished gray pre-cast concrete wall panels with brown accents. Decorative staining, prefinished aluminum and tinted glass storefront entries and windows will be the main decorative features of the building. The office area is located on the south side of the building facing Hecht Drive.
4. The Site Plan shows 8 exterior docks including 1 drive-through door on the south side of the building. This loading area will be screened by 6' evergreen trees & shrubs along the south and east side of the loading area.
5. The Site Plan shows a proposed scale located in the southwest corner of the site plan.
6. Two curb cuts are proposed along Hecht Drive. The western curb cut would be used to access the employee parking lot located at the southwest side of the building. This curb cut will also be used for truck access. The northern curb cut would be used by the trucks to access the loading areas on the southeast side of the building.
7. The Zoning Ordinance requires 61 parking spaces for this use. The Site Plan identifies a main parking lot on the southwest side of the building containing a total of 64 car parking spaces, including two (2) handicapped accessible spaces. There are also 33 truck parking spaces.
8. The Landscape Plan is currently being reviewed.
9. The Engineering and Lighting Plans are currently being reviewed.

**RECOMMENDATION**

1. The Staff recommends **approval** of the Petitioner's requests subject to the following conditions and Findings of Fact:
  - A. Staff approval of the Engineering Plans;
  - B. Staff approval of the Landscape Plan;
  - C. Staff approval of the Photometric Plan;
  - D. Recording of Utility Easements along the newly created property lines prior to the issuance of a building permit;
  - E. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
  - F. If a dumpster is to be located on the site a plan must be submitted to, reviewed and approved by the Community Development Department and be landscaped & screened per the Landscape Ordinance.
  - G. If a security fence is to be installed it must be submitted to, reviewed and approved by the Community Development Department and the Bartlett Fire District.

- H. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
  - I. Landscaping must be installed within one year of the issuance of a building permit;
  - J. Findings of Fact (Site Plan):
    - i. That the proposed warehouse is a permitted use in the I-2 EDA Zoning District;
    - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
    - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
    - iv. That the site plan provides for the safe movement of pedestrians within the site;
    - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
    - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
  - K. Findings of Fact (Special Use Permit- Building Height):
    - i. The proposed warehouse building 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;
    - ii. 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;
    - iii. 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.
2. The Plan Commission conducted the public hearing and reviewed the Petitioner's requests at their meeting on July 9, 2015. There was no testimony regarding this petition. The Commission recommended **approval** of the Petitioner's requests subject to the conditions outlined above and the Findings of Fact.
3. Staff is requesting that this matter be forwarded directly to the Village Board.
4. Attached is the Ordinance with Exhibits and additional background information for your review.

**CD Memo 15-149**  
**July 13, 2015**  
**Page 4**

//Attachments

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1 CHAIRMAN LEMBERG: First item on our agenda  
2 for public hearing is No. 15-08, Ace Relocation  
3 Systems, a site plan review and special use for  
4 building height, and this is a public hearing,  
5 and, Angela, do we have the documents?

6 MS. ZUBKO: Yes, we do. We have all three.

7 CHAIRMAN LEMBERG: And the cards mailed out?

8 MS. ZUBKO: Correct. Yes.

9 CHAIRMAN LEMBERG: Would you like to give it  
10 to the commission?

11 MS. ZUBKO: Sure. All right. The petitioner  
12 is requesting a site plan review for a proposed  
13 50,000-square-foot industrial building on a  
14 4.7 acre lot on part of lots 4 and 6 in the  
15 Brewster Creek Business Park, Unit 1, for Ace  
16 Relocation Systems, which is a moving and storage  
17 company. The property is located kind of at the  
18 southeast corner where Hecht Drive kind of curves  
19 around on the location map on the PowerPoint.

20 The petitioner is requesting a special use  
21 permit to allow the building to exceed the maximum  
22 35-foot height requirement. The proposed building  
23 will have a maximum exterior height of 38 feet.

24 The site plan shows eight exterior docks

1 and one drive-through door on the south side of  
2 the building. The loading area will be screened  
3 by six-foot evergreen trees and shrubs along the  
4 south and east of the loading area.

5 The site plan shows a proposed scale  
6 located in the southwest corner of the site plan,  
7 and I do have some pictures of that if you would  
8 like to see it. It's actually flush mounted with  
9 the actual pavement.

10 The site plan does -- I'm sorry. There  
11 are two curb cuts that are proposed along Hecht  
12 Drive. The western curb cut would be used to  
13 access the employee parking lot located at the  
14 southwest side of the building. This curb cut  
15 will also be used for truck access, and the  
16 northern curb cut would be used by the trucks to  
17 access the loading areas on the southeast side of  
18 the building.

19 The zoning ordinance does require 61  
20 parking stalls, and the site plan does show a  
21 total of 64 parking stalls.

22 The landscape plan is currently still being  
23 reviewed and the engineering and lighting plans  
24 are being reviewed as well.

1           Staff does recommend approval with the  
2 following conditions listed in the report. Okay.  
3 I recommend approval and the petitioner's are  
4 here if you have any questions.

5           CHAIRMAN LEMBERG: Okay. Any members of the  
6 commission have any questions of the staff at  
7 this time?

8           MS. NEGELE: None.

9           MR. M. HOPKINS: Just one. In terms of the  
10 recommendation item G -- or F, that is, it says,  
11 If the dumpster is to be located on the site  
12 plan, a site plan must be submitted to review and  
13 approved.

14           How is that going to be enforced over time  
15 or is the commitment that -- by the petitioner to  
16 keep trash inside?

17           MS. ZUBKO: Typically, it is on the petitioner.  
18 What we run into a lot is if there is a change of  
19 occupancy, then the next user typically wants a  
20 dumpster and then they would have to come in.  
21 This specific user has not identified that they  
22 need a dumpster so far. It might actually be a  
23 trash compactor in one of the docks, which would  
24 be fine as well.



1 MR. M. HOPKINS: Thank you.

2 CHAIRMAN LEMBERG: Anything else?

3 Okay. At this time, I will open up the  
4 hearing to the public. Is there anyone in the  
5 audience that has a question, comment? Anyone at  
6 all?

7 Okay. Close the public hearing.

8 Any other questions for anyone?

9 MS. NEGELE: No. Looks like a nice building.

10 MR. RIDENOUR: No questions. I think this is  
11 a good thing that this came up tonight because I  
12 think in the future we're going to be addressing  
13 this kind of request more often, and I don't have  
14 any problem with increasing the height of these  
15 buildings out there to accommodate this kind of  
16 use.

17 MS. ZUBKO: The Village board did address staff  
18 to do a text amendment to go up to 45 feet, so it  
19 will no longer be a special use; and we have  
20 drafted that text and it will be coming to the  
21 ZBA next month.

22 CHAIRMAN LEMBERG: Okay. Then we would be  
23 looking for a motion to approve the site plan  
24 review and special use permit for a building

1 height to 38 feet.

2 MR. MIASO: I so move to approve it at 38 feet.

3 CHAIRMAN LEMBERG: Is there a second?

4 MS. NEGELE: Second.

5 CHAIRMAN LEMBERG: Any further discussion?

6 Secretary call the roll.

7 MS. FUENTES: John Miaso.

8 MR. MIASO: Yes.

9 MS. FUENTES: Diane Negele.

10 MS. NEGELE: Yes.

11 MS. FUENTES: Mark Hopkins.

12 MR. M. HOPKINS: Yes.

13 MS. FUENTES: Tim Ridenour.

14 MR. RIDENOUR: Yes.

15 MS. FUENTES: Jerry Kallas.

16 MR. KALLAS: Yes.

17 MS. FUENTES: Shane Cook.

18 MR. COOK: Yes.

19 MS. FUENTES: Austin Hopkins.

20 MR. A. HOPKINS: Yes.

21 CHAIRMAN LEMBERG: Motion carried. Okay.

22 MR. DUBLO: Thank you.

23 (Proceedings concluded at

24 7:11 p.m.)

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

3

4 LYNN M. EVANS, CSR, being first duly  
5 sworn on oath says that she is a court reporter  
6 doing business in the state of Illinois; that she  
7 reported in shorthand the proceedings given at  
8 the taking of said public hearing and that the  
9 foregoing is a true and correct transcript of her  
10 shorthand notes so taken as aforesaid, and  
11 contains all the proceedings given at said public  
12 hearing.

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LYNN M. EVANS, CSR  
CSR No. 084-003473

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<b>2</b>	addressing [1] - 6:12	Commission [1] - 1:9	entitled [1] - 1:10	intended [1] - 5:23
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<b>5</b>	approve [2] - 6:23, 7:2	conditions [1] - 4:2	far [1] - 4:22	JIM [2] - 1:16, 1:22
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June 1, 2015

President and Board of Trustees  
Village of Bartlett  
288 S. Main St.  
Bartlett, IL 60103

RECEIVED  
COMMUNITY DEVELOPMENT  
JUN - 1 2015  
VILLAGE OF  
BARTLETT

**Re: Site Plan & Special Use Approvals  
Ace Relocation Systems, Inc.  
Parts of Lots 4 & 6  
Brewster Creek Business Park  
Bartlett, Illinois**

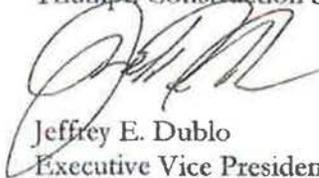
President and Board of Trustees:

Triumph Construction Services Corporation formally requests Site Plan and Special Use approvals for the new construction of a 50,000 SF Build-to Suit industrial facility for Ace Relocation Systems, Inc. to be located on parts of Lots 4 and 6 consisting of approximately 4.763 acres along Hecht Drive in the Brewster Creek Business Park.

Building construction shall consist of load bearing, smooth form finished precast concrete wall panels with decorative architectural accent reveals. The building height shall be approximately 38' which exceeds the Park limit of 35'. Therefore, we are requesting a Special Use approval for the additional height required by Ace Relocation Systems, Inc. Decorative staining, prefinished aluminum and tinted glass storefront entries and windows coupled with professional landscape will enhance the building aesthetics. The proposed building design and usage blends nicely with existing buildings located within the Brewster Creek Business Park.

Triumph Construction Services Corporation greatly appreciates consideration for approval and looks forward to working in your community again.

Sincerely,  
Triumph Construction Services Corporation

  
Jeffrey E. Dublo  
Executive Vice President



# VILLAGE OF BARTLETT SPECIAL USE PERMIT APPLICATION

For Office Use Only  
Case # 15-08  
RECEIVED  
COMMUNITY DEVELOPMENT  
JUN - 1 2015  
VILLAGE OF  
BARTLETT

PROJECT NAME: ACE RELOCATION SYSTEMS, INC.  
(Please type or complete in blue or black ink.)

### PETITIONER INFORMATION

Name: TRIUMPH CONSTRUCTION SERVICES CORPORATION Phone: (847) 608-7982  
Address: 2763 PINNACLE DR. Fax: (847) 608-7985  
ELGIN, IL 60124 Mobile: (847) 912-5134  
JEFF DABLO Email: jeff@triumphconstructionservices.com

### PROPERTY OWNER INFORMATION

Name: DJL LEGACY LLC Phone: (858) 410-2407  
Address: 5608 EASTGATE DRIVE Fax: (858) 677-5588  
SAN DIEGO, CA 92121 Mobile: (619) 925-0837  
WILLIAM McARDLE Email: wmcardle@accelocation.com

- ① SPECIAL USE PERMIT REQUESTED (Please describe i.e. liquor sales, outdoor seating, etc.)  
BUILDING HEIGHT SPECIAL USE PERMIT TO EXCEED HEIGHT LIMIT OF 35'. SPECIAL USE HEIGHT REQUESTED IS APPROXIMATELY 38'.

② SITE PLAN REVIEW  
PROPERTY INFORMATION

Common Address/General Location of Property: PARTS OF LOTS 4 & 6 OF THE BREWSTER CREEK BUSINESS PARK

Property Index Number ("Tax PIN"/"Parcel ID"): 01-05-202-001 & 01-05-202-002

Zoning: I-2 EDA ECONOMIC OVERLAY DISTRICT Land Use: INDUSTRIAL  
(Refer to Official Zoning Map)

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

Acreage: 4.763

APPLICANT'S EXPERTS (Including name, address, phone, fax and email; mobile phone is optional)  
Attorney LAW OFFICES OF PALMISANO & MOLTZ, 195. LASALLE ST, CHICAGO, IL 60603

(312) 782-3967, Fax: (312) 782-1046 joseph@lma901.com, JOE PALMISANO

Surveyor V3 COMPANIES, 7325 JAMES AVE., WOODBRIDGE, IL 60517  
CHRIS BARTOSZ (630) 729-6124 cdbartosz@v3co.com

Other \_\_\_\_\_

**FINDINGS OF FACT FOR SPECIAL USES**

Both the Plan Commission and 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 that 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.

THE PROPOSED USE IS NECESSARY FOR ACE RELOCATION SYSTEMS AS IT PERTAINS TO HOW THEY ARE ABLE TO TEMPORARILY STORE GOODS.

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.

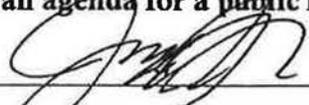
THE USE WILL NOT BE DETRIMENTAL TO THE HEALTH, SAFETY, MORALS, OR GENERAL WELFARE OF PERSONS WORKING IN THE VICINITY OR BE INJURIOUS TO THE PROPERTY VALUE OR IMPROVEMENT IN THE VICINITY.

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.

THE SPECIAL USE WILL CONFORM TO THE REGULATIONS AND CONDITIONS SPECIFIED IN THIS TITLE FOR SUCH USE AND THE STIPULATION AND CONDITIONS WILL BE MADE A PART OF THE AUTHORIZATION GRANTED BY THE VILLAGE BOARD OF TRUSTEES.

**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 for a public hearing.

SIGNED:   
PRINT NAME: JEFF DUBLE  
DATED: 05/28/2015

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

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

NAME OF PERSON TO BE BILLED: TRIUMPH CONSTRUCTION SERVICES CORPORATION  
ADDRESS: 2763 PINNACLE DR  
ELSIN, IL 60124  
PHONE NUMBER: (847) 608-7782  
SIGNED:   
DATED: 05/28/2015

# LOCATION MAP



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

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR BUILDING  
HEIGHT AND SITE PLAN APPROVAL FOR ACE RELOCATION SYSTEMS ON PARTS OF  
LOTS 4& 6 IN THE  
BREWSTER CREEK BUSINESS PARK**

---

**WHEREAS**, Triumph Construction Services Corp. (the "Owner") has filed a petition on behalf of Ace Relocation Systems, Inc., (the "Petitioner") as the contract purchaser of the property legally described on **Exhibit A** attached hereto (the "Subject Property") in the Brewster Creek Business Park for a special use permit for building height and for site plan approval (the "Petition"); and

**WHEREAS**, the owner of the Subject Property, Triumph Construction Services Corp., has consented to the filing of the Petition; and

**WHEREAS**, the Bartlett Plan Commission conducted a public hearing with respect to the Petition for a special use permit for building height and reviewed the site plan on July 9, 2015 with respect to the Petition (Case #15-08) and has recommended to the corporate authorities that a special use permit for building height be granted and the site plan be approved subject to the conditions and findings of fact set forth in its report; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to approve of the special use permit for building height and to approve of the Site Plan recommended for approval by the Plan Commission, provided the conditions set forth in this Ordinance are satisfied;

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

**SECTION ONE:** The corporate authorities do hereby make the following findings of fact pertaining to the request for a special use permit to exceed the maximum 35 foot building height in the I-2 EDA General Industry Economic Overlay Area District:

1. The proposed warehouse building 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;
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;
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.

**SECTION TWO:** That a special use permit for a building height of thirty-eight (38') feet is hereby granted, subject to the conditions set forth in Section Five of this Ordinance.

**SECTION THREE:** That the corporate authorities do hereby make the following findings of fact pertaining to the Site Plan:

1. That the proposed warehouse is a permitted use in the I-2 EDA Zoning District;
2. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
3. That the vehicular ingress and egress to and from the site and

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

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

**SECTION FOUR:** That the Subject Property shall be developed in strict accordance with the Site Plan prepared by Harris Architects, Inc. dated April 28, 2015 and last revised July 2, 2015 attached hereto as **Exhibit B**; the Building Elevations prepared by Harris Architects, Inc. dated February 28, 2015 and last revised July 2, 2015 attached hereto as **Exhibit C** and the Landscape Plans prepared by Designs For You, Inc. dated April 17, 2015 and last revised July 9, 2015 attached hereto as **Exhibit D** and expressly made a part of this Ordinance is hereby approved, subject to the conditions set forth in Section Five of this Ordinance.

**SECTION FIVE:** That the findings set forth in Sections One and Three, the special use permit granted in Section Two of this Ordinance, and Site Plan approval in Section Four of this Ordinance, are subject to the following conditions:

- A. Staff approval of the Engineering Plans;
- B. Staff approval of the Landscape Plan;
- C. Staff approval of the Photometric Plan;
- D. Recording of Utility Easements along the newly created property lines prior to the issuance of a building permit;
- E. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
- F. If a dumpster is to be located on the site a plan must be submitted to, reviewed and approved by the Community Development Department and be landscaped & screened per the Landscape Ordinance.
- G. If a security fence is to be installed it must be submitted to, reviewed and approved by the Community Development Department and the Bartlett Fire District.
- H. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
- I. Landscaping must be installed within one year of the issuance of a building permit;

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED this 21<sup>st</sup> day of July, 2015**

**APPROVED this 21<sup>st</sup> day of July, 2015**

\_\_\_\_\_  
**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 July 21, 2015 and approved on July 21, 2015, as the same appears from the official records of the Village of Bartlett.

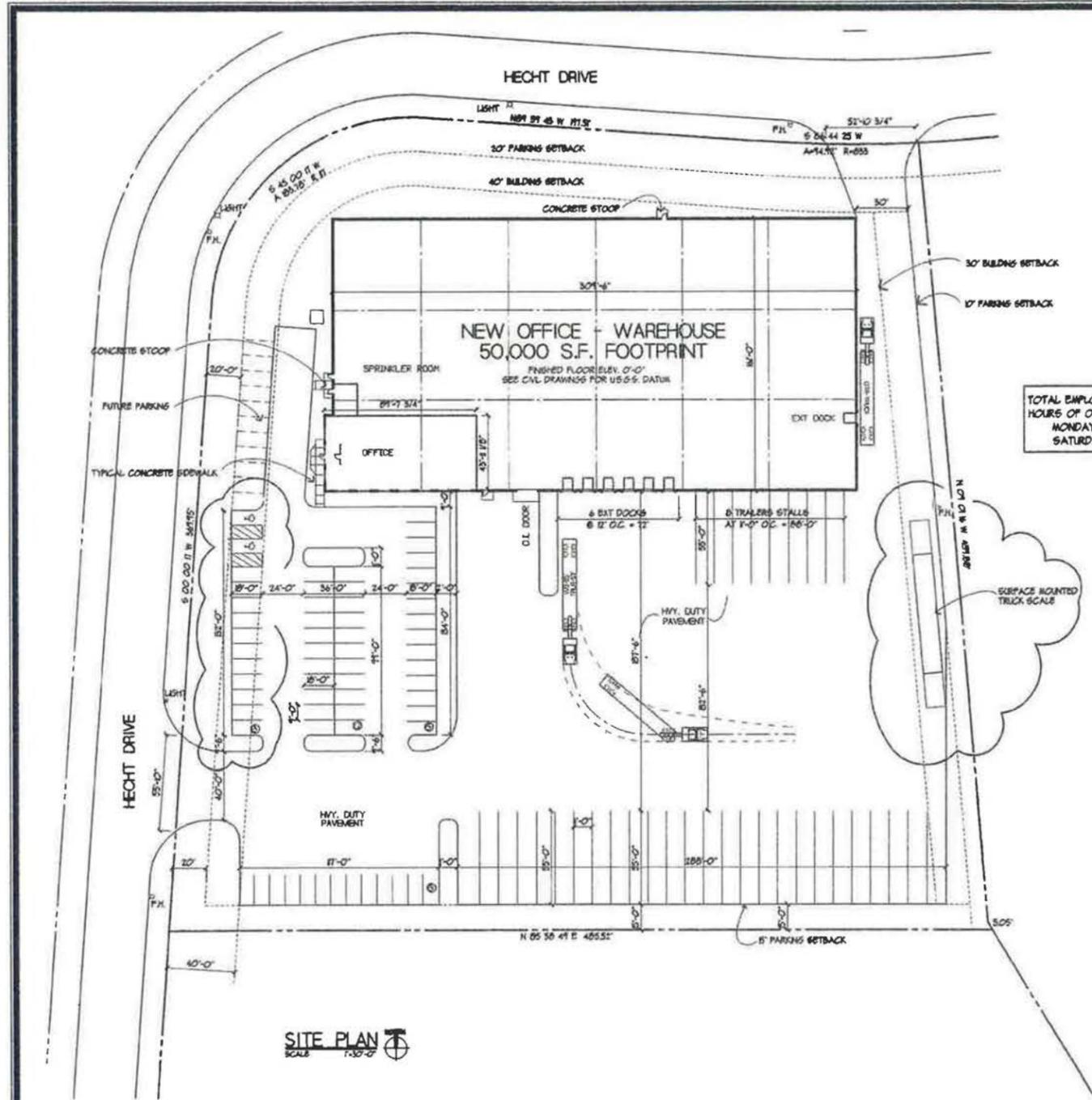
\_\_\_\_\_  
**Lorna Giles, Village Clerk**

## **EXHIBIT A**

### **LEGAL DESCRIPTION – ACE RELOCATION SYSTEMS** **CASE #15-08**

THOSE PARTS OF LOT 4 AND LOT 6 IN BREWSTER CREEK BUSINESS PARK UNIT 1, BEING A SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 2000 AS DOCUMENT R2000-1358000 AND BY FIRST AMENDMENT TO SUBDIVISION RECORDED JULY 27, 2005 AS DOCUMENT R2005-161796, LYING SOUTH AND EAST OF HECHT DRIVE, DEDICATED BY DOCUMENT RECORDED FEBRUARY 22, 2005 AS DOCUMENT R2005-35542 AND R2005-35543, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE THE FOLLOWING COURSE ALONG THE SOUTH LINE OF SAID LOT 6; SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2550.00 FEET, A CHORD BEARING OF SOUTH 50 DEGREES 24 MINUTES 10 SECONDS WEST, 431.09 FEET; THENCE NORTH 35 DEGREES 50 MINUTES 03 SECONDS WEST, 279.95 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 35 DEGREES 50 MINUTES 03 SECONDS WEST 5.05 FEET; THENCE NORTH 09 DEGREES 01 MINUTES 16 SECONDS WEST, 459.88 FEET TO THE SOUTH LINE OF SAID HECHT DRIVE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID SOUTH LINE AND EAST LINE OF HECHT DRIVE; 1) WESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 833.00 FEET, A CHORD BEARING OF SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST, 94.92 FEET TO A POINT OF TANGENCY; 2) NORTH 89 DEGREES 59 MINUTES 43 SECONDS WEST, 197.51 FEET TO A POINT OF CURVATURE; 3) SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 117.00 FEET, A CHORD BEARING OF SOUTH 45 DEGREES 00 MINUTES 17 SECONDS WEST, 183.75 FEET, A CHORD BEARING OF SOUTH 45 DEGREES 00 MINUTES 17 SECONDS WEST, 153.75 FEET TO A POINT OF TANGENCY; 4) SOUTH 00 DEGREES 00 MINUTES 17 SECONDS WEST, 359.95 FEET; THENCE NORTH 85 DEGREES 58 MINUTES 49 SECONDS EAST, 485.52 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



TOTAL EMPLOYEES - 14  
 HOURS OF OPERATION:  
 MONDAY - FRIDAY 7AM - 6PM  
 SATURDAYS 7AM - 1PM

**CONSTRUCTION DATA**

BUILDING CODE: IBC ORDINANCE 2014-16 - BC 2016  
 BUILDING HEIGHT: 31' CLEAR INTERIOR HEIGHT (EXTERIOR 31' APPROX)  
 ZONING: 1-2 BDA' ECONOMIC OVERLAY DISTRICT OVERLAY DISTRICT  
 CONSTRUCTION TYPE: TYPE 2B-UNPROTECTED NON-COMBUSTIBLE, UN-LIMITED AREA  
 OCCUPANCY TYPE: 'B' BUSINESS (ACCESSORY TO MAJOR USE) 'S-1' MODERATE HAZARD STORAGE  
 HANDICAPPED PARKING: HANDICAPPED PARKING AND SIGN PER ADEL, IFC STATE OF ILLINOIS ACCESSIBILITY STANDARDS  
 FIRE PROTECTION: BUILDING TO BE EQUIPPED THROUGHOUT WITH 2.5 G.P.M. AUTOMATIC FIRE SUPPRESSION SYSTEM. DESIGNED FOR NFPA 8 FOR CLASS M COMMODITIES AS DEFINED IN NFPA 704. REFER TO FIRE PROTECTION DRAWINGS BY OTHERS.

**GENERAL NOTES:**

- SEE CIVIL ENGINEERING DRAWINGS FOR OTHER DIMENSIONS, NOTES AND DETAILS.
- ALL DIMENSIONS ARE FROM FACE OF CURB OR BUILDING UNLESS NOTED OTHERWISE.
- ROOF TOP UNITS WILL BE SCREENED AS NOTED.
- EXACT LOCATION OR PLACEMENT OF NEW BLDG. INDICATED ABOVE SHALL BE DETERMINED BY LAND SURVEYOR USED BY O.C. AND SHALL COORDINATE & NOTIFY THE ARCHITECT OF ANY DISCREPANCY PRIOR TO STARTING WORK.
- HIGH EFFICIENCY HEATING & COOLING SYSTEMS, ENERGY STAR APPLIANCES SHALL BE REQ'D.

THE SPECIAL INSPECTION AGENCY IS TO BE:

TESTING SERVICES CORPORATION  
 451 EAST SUPERIOR DRIVE  
 CAROL STREAM, ILLINOIS 60108  
 PHONE 480 442 2400

THE FOLLOWING SCHEDULES OF SPECIAL INSPECTIONS ARE TO BE PERFORMED AS A MINIMUM BY THE TESTING AGENCY:

- SOLES AND SUBGRADING FOR PAVEMENT AND CONCRETE FOUNDATIONS
- CONCRETE FLOOR SLABS
- STRUCTURAL STEEL
- PRECAST CONCRETE

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS FAMILIAR WITH THE BARTLETT BUILDING CODES INCLUDING BUT NOT LIMITED TO, THE INTERNATIONAL BUILDING CODE-2006, INTERNATIONAL RESIDENTIAL CODE-2006, INTERNATIONAL MECHANICAL CODE-2006, ILLINOIS STATE PLUMBING CODE-2004, NATIONAL ELECTRICAL CODE-2005, INTERNATIONAL ENERGY CODE-2006, EACH OF WHICH HAS BEEN INCORPORATED THEREIN BY REFERENCE, AND THE UNDERSIGNED IS FAMILIAR WITH THE VILLAGE ORDINANCES, ADDENDUMS, AND AMENDMENTS TO SAID REFERENCED CODES AND REGULATIONS. IT IS UNDERSTOOD THAT THE APPROVAL OF PLANS SUBMITTED TO THE BUILDING DEPT. FOR REVIEW IS A CONDITIONAL REVIEW ONLY AND CONSTRUCTION SHALL BE SUBJECT TO ALL PROVISIONS OF THE AFORESAID BARTLETT BUILDING CODE. IT IS FURTHER UNDERSTOOD THAT IN THE EVENT OF A CONFLICT BETWEEN THE APPROVED PLANS AND THE PROVISIONS OF THE BARTLETT BUILDING CODE, THE BARTLETT BUILDING CODE SHALL CONTROL AND BE THE FINAL AUTHORITY.

PATRICK C. HARRIS

**SITE DATA**

<b>SITE AREA</b>	4.765 ACRES	207,499 SF.
<b>GROSS BUILDING AREA</b>		
OFFICE AREA	4,000 SF.	
WAREHOUSE/STORAGE	46,000 SF.	
STORAGE MEZZANINE	4,000 SF.	
<b>TOTAL BUILDING</b>		50,000 SF.
<b>FLOOR AREA RATIO</b>		0.24
<b>PAVEMENT AREA (SID)</b>		105,442 SF.
<b>GREEN SPACE REQUIRED</b>		20%
<b>GREEN SPACE PROVIDED (TSD)</b>		51,047 SF.
<b>AUTO PARKING REQUIRED (PER I-2 'EDA' ZONING)</b>		
OFFICE (1/275 SF)	5 CARS	
WAREHOUSE (1/200 SF)	46 CARS	
<b>TOTAL PARKING REQUIRED</b>		51 CARS
<b>PARKING PROVIDED</b>	64 CARS	
<b>FUTURE PARKING</b>	10 CARS	
<b>TOTAL FUTURE PARKING</b>		74 CARS
<b>EXTERIOR DOCKS</b>		7 DOCKS
<b>DRIVE-IN DOORS</b>		1 DOOR

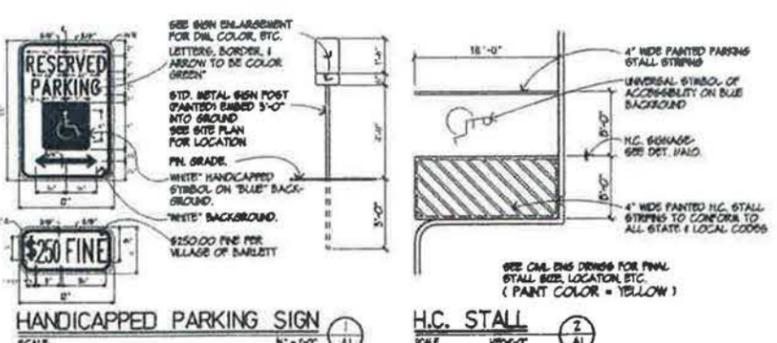
**OCCUPANCY LOAD**

<b>OCCUPANCY LOAD</b>	<b>BUILDING AREA</b>	<b>50,000 SF.</b>
OFFICE - 4,000 SF/100 SF		40 PERSONS
WAREHOUSE - 46,000 SF/100 SF		46 PERSONS
STORAGE MEZZ - 4,000 SF/100 SF		0 PERSONS
<b>TOTAL OCCUPANT LOAD</b>		86 PERSONS
<b>MINIMUM WIDTH REQUIRED IN'</b>		
OFFICE - 5' 1/2"		4"
WAREHOUSE - 5' 1/2"		5.8"
<b>MINIMUM WIDTH PROVIDED</b>		
OFFICE - 10' OPENING @ 14"		14"
WAREHOUSE - 10' OPENING @ 34"		10"

**INDEX TO DRAWINGS**

- A1 SITE PLAN, SITE DATA & DETAILS
- A2 BUILDING ELEVATIONS
- A3 FOUNDATION PLAN
- A4 BUILDING FLOOR PLAN
- A4.1 FINISHED FLOOR & REEF CEILING PLANS
- A5 DOOR AND ROOM FINISH SCHEDULES, DETAILS
- A6 WALL SECTIONS
- A7 WALL SECTIONS
- A8 STEEL FRAMING PLAN
- A9 STEEL DETAILS
- A10 MEZZANINE PLANS AND DETAILS
- BP SPECIFICATIONS
- SP1 SPECIFICATIONS
- SP2 SPECIFICATIONS

THIS BUILDING SHALL HAVE AN APPROVED STREET ADDRESS NUMBER, BUILDING NUMBER, OR VILLAGE APPROVED BUILDING IDENTIFICATION SIGN PLACED IN A LOCATION THAT IS PLAINLY VISIBLE AND USABLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. ALL LETTERS AND NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. ALL CHARACTERS TO BE 4" TALL. SIGN WITH 1/2" STROKE WIDTH. FIELD VERIFY LOCATION, COLOR AND TYPE OF BUILDING IDENTIFICATION WITH THE LOCAL GOVERNING AUTHORITY.



**HARRIS ARCHITECTS INC.**  
 400 BARRINGTON PARKWAY, BARTLETT, ILLINOIS 60108  
 CONTACT: P. HARRIS @ 630.331.1100

**TRIUMPH**  
 CONSTRUCTION SERVICES CORPORATION

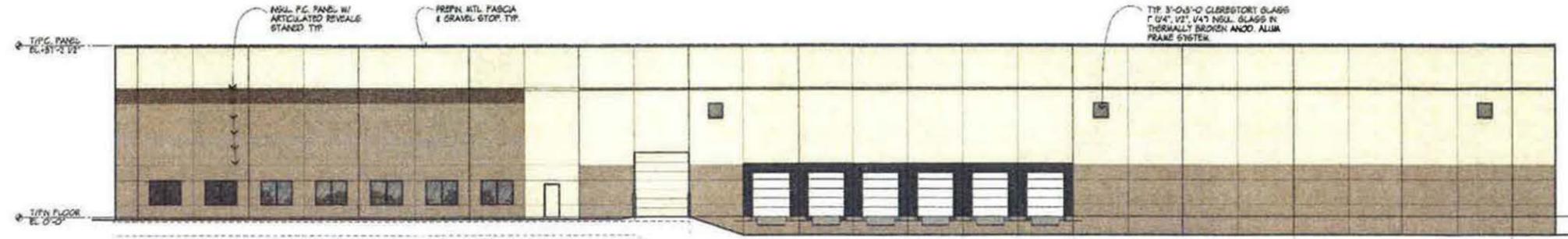
NEW OFFICE/WAREHOUSE FACILITY FOR:  
**ACE RELOCATION**  
 BREWSTER CREEK

DATE REVISION  
 1-25-2016 DESIGN  
 2-02-2016 OWNER  
 3-02-2016 REVIEW  
 4-02-2016 IN PROGRESS  
 5-02-2016 REVISION FOR BUILDING DEPT.  
 6-02-2016 REVISION FOR ILLINOIS

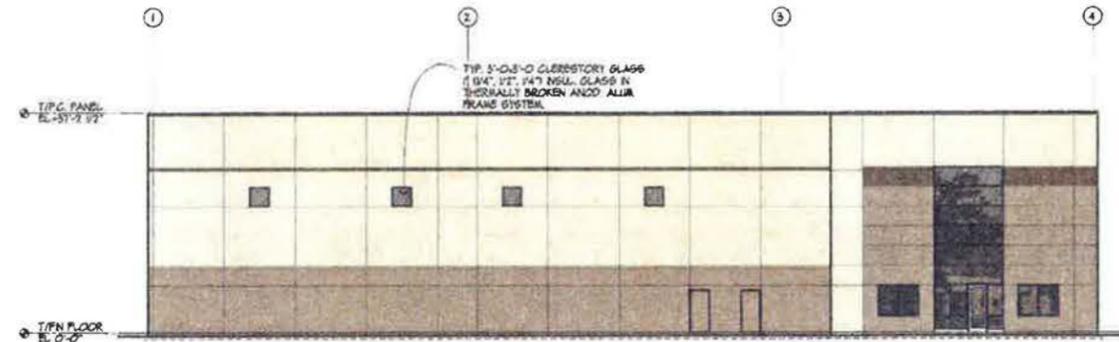
PROJECT NO. 2409  
 DRAWN BY: PDC  
 DATABASE: 2409LDS

SHEET NO. A1  
 1 OF 3 SHEETS

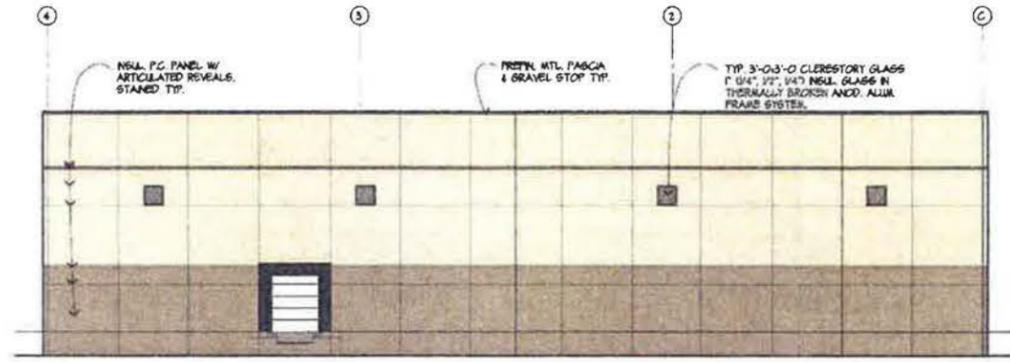




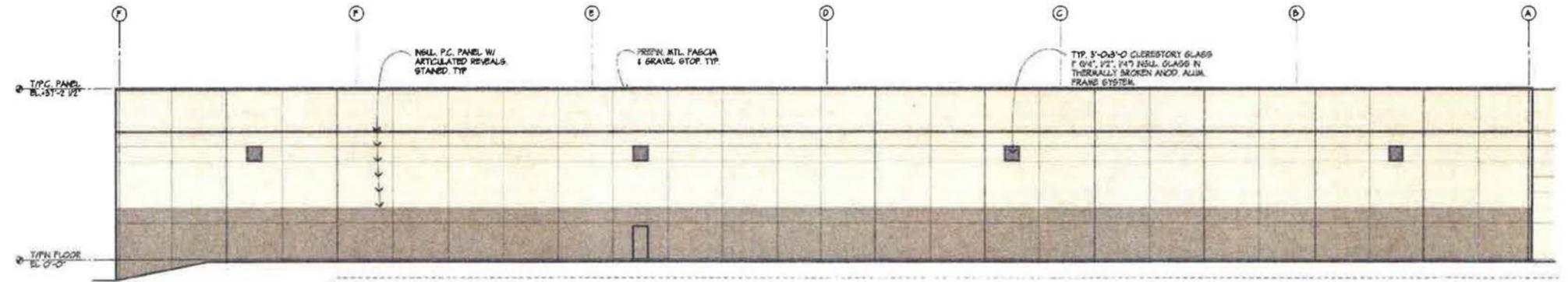
**SOUTH ELEVATION**  
SCALE: 1/8"=1'-0"



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



**EAST ELEVATION**  
SCALE: 1/8"=1'-0"



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

**HARRIS ARCHITECTS INC.**  
ARCHITECTS  
1000 N. WASHINGTON ST. SUITE 1000  
BARTLETT, ILLINOIS 60010-1000  
TEL: 630-399-1100  
FAX: 630-399-1101

**TRIUMPH**  
CONSTRUCTION SERVICES CORPORATION

PROJ. REGISTRATION # 04-0000275  
BARTLETT, ILLINOIS

NEW OFFICE/WAREHOUSE FACILITY FOR  
**ACE RELOCATION**  
BREWSTER CREEK

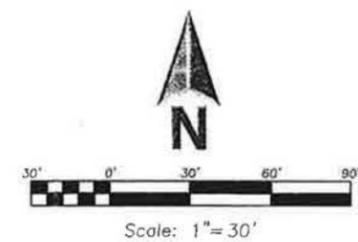
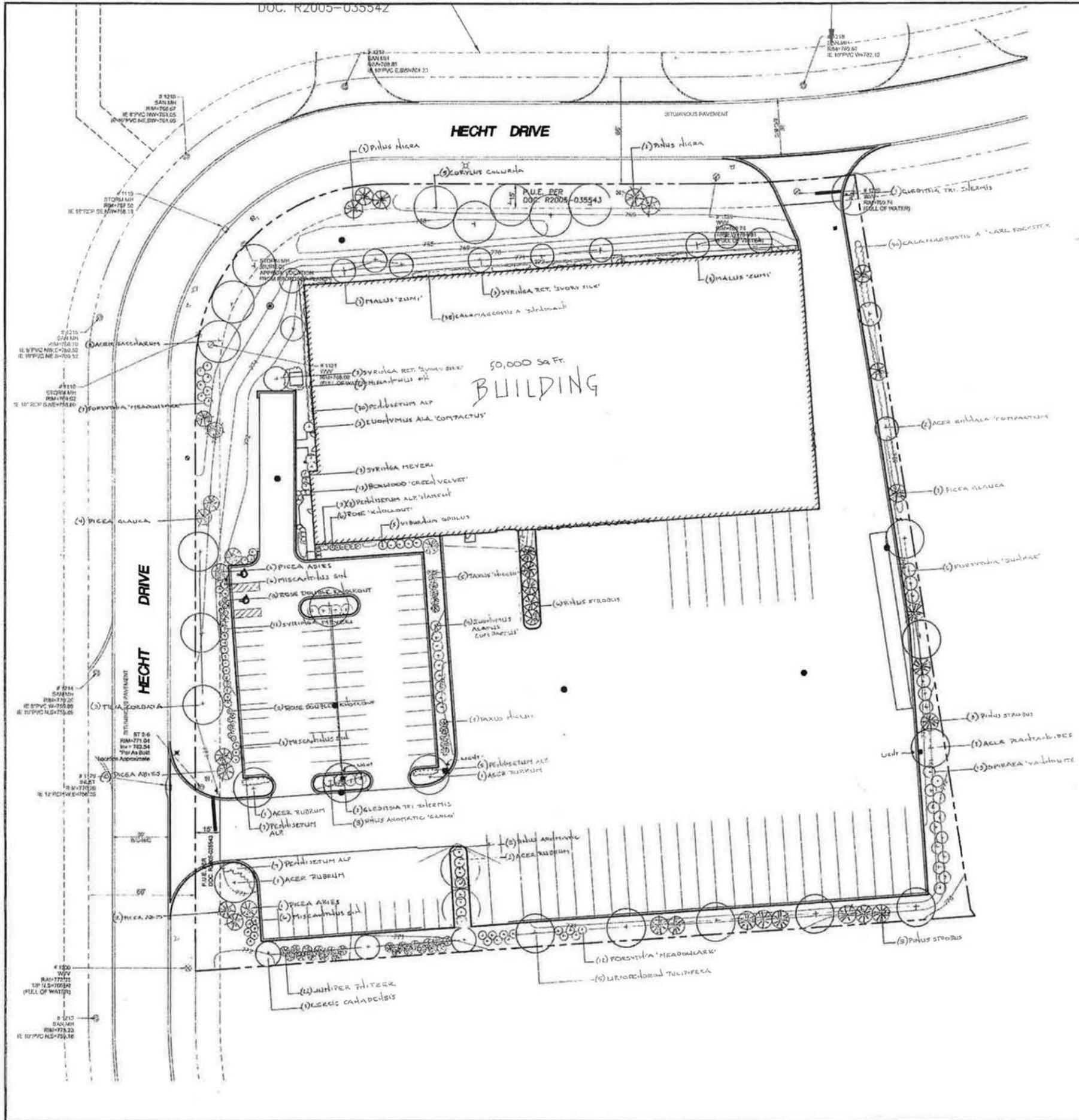
FOR ALL WORK SHOWN  
REVISIONS TO BE OWNED  
BY THE ARCHITECT  
A. HARRIS ARCHITECTS  
INC. 1000 N. WASHINGTON ST.  
SUITE 1000 BARTLETT, ILL. 60010  
REVISIONS FOR REVIEW 4/2

PROJECT NO.  
2411  
DRAWN BY:  
PDC  
DATABASE:  
2411A.DS

SHEET NO.  
A2  
1 OF 3 SHEETS

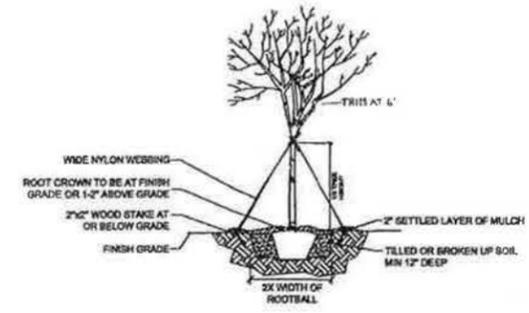
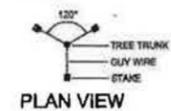
EXHIBIT C





Plant List

Qty.	Site	Botanical Name	Common Name	Remark
<b>Shade Trees</b>				
3	2.5'	Acer platanoides	Norway Maple	BB
5	2.5'	Liriodendron tulipifera	Tulip Tree	BB
5	2.5'	Acer rubrum	Red Maple	BB
3	2.5'	Gleditsia triacanthos	Skyline Honeylocust	BB
3	2.5'	Tilia cordata	Greenleaf Little Leaf Linden	BB
3	2.5'	Acer saccharum	Sugar Maple	BB
5	2.5'	Corylus americana	American Hazelnut	BB
<b>Ornamental Trees</b>				
6	6'	Syringa reticulata	Japanese Tree Lilac	Clump
2	6'	Acer ginnala	Amur Maple	Clump
3	6'	Cercis canadensis	Eastern Redbud	Clump
6	6'	Malus calocarpa 'Zumi'	Crabapple 'Zumi'	Clump
<b>Evergreen Trees</b>				
17	6'	Pinus strobus	Eastern White Pine	BB
7	6'	Picea glauca densata	Black Hills Spruce	BB
7	6'	Picea abies	Norway Spruce	BB
5	6'	Pinus nigra	Austrian Pine	BB
<b>Shrubs</b>				
22	24"	Juniperus chinensis 'Sea Green'	Juniper 'Sea Green'	BB
10	24"	Taxus media 'Hicksii'	Hicks Yew	BB
5	24"	Viburnum opulus	European Cranberrybush	BB
15	24"	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	BB
12	24"	Euonymus alatus 'Compactus'	Dwarf Burning Bush	BB
6	24"	Forsythia x intermedia 'Sunrise'	Forsythia 'Sunrise'	BB
19	24"	Forsythia x intermedia 'Meadowlark'	Meadowlark Forsythia	BB
13	24"	Spiraea x vanhouttei	Vanhoutte Spirea	BB
16	24"	Rhus 'Gro-Lo'	Sumac 'Gro-Lo'	BB
13	24"	Buxus microphylla 'Green Velvet'	Boxwood 'Green Velvet'	BB
6	24"	Rosa 'Knock Out'	Rose 'Knock Out'	Pots
16	24"	Rosa hybridus	Rose 'Knock Out' Pink Double	Pots
<b>Perennials, Ornamental Grasses</b>				
6	#1	Pennisetum alopecuroides 'Hameln'	Hameln Fountain Grass	Pots
40	#1	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	Pots
35	#1	Calamagrostis acutiflora 'Shenandoah'	Feather Reed Grass	Pots
21	#1	Miscanthus sinensis 'Variegatus'	Variegated Silver Grass	Pots
49	#1	Pennisetum alopecuroides	Fountain Grass	Pots



TREE PLANTING (>2" CAL.) NOT TO SCALE

**ERIKSSON ENGINEERING ASSOCIATES, LTD.**  
 145 COMMERCE DRIVE, SUITE A  
 BRAYBLAKE, ILLINOIS 60030  
 PHONE (847) 223-4804  
 FAX (847) 223-4864  
 EMAIL INFO@EEA-LTD.COM  
 PROFESSIONAL DESIGN FIRM  
 LICENSE NO. 184-003230  
 EXPIRES: 04/30/2015

# ACE RELOCATION SYSTEMS

Brewster Creek Business Park  
Bartlett, Illinois

DESIGNS FOR YOU, INC.  
 LANDSCAPE CONTRACTOR  
 (815) 451-9212

No.	Date	Description
04.17.15	Submitted for Village Permit	Pots
08.10.15	Revised Per Village Comments	
9.15.15	ORIGINAL LANDSCAPE	
6.10.15	REVISED PER VILLAGE	
7.9.15	REVISED PER VILLAGE	

DESIGNED BY: TOB  
 DATE: 06.10.15  
 APPROVED BY: [Signature]  
 PROJECT NO. [Number]

SHEET TITLE:  
**LANDSCAPE DESIGN**

SHEET NO.:

EEA - X:\Tim\Triumph Development - Ace Relocation Systems\Drawings\Ace Relocation Site Plan.dwg  
 Plotted: 8/08/15 @ 8:55pm By: tbarren





## Agenda Item Executive Summary

Item Name Case #15-10- 1200 Pinetree Lane Committee or Board Village Board

### BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

**A VARIATION to allow a 6 foot high fence in a corner side yard.**

**Initially the ZBA reviewed the variance request in June and it was denied.**

The Zoning Board of Appeals reviewed the revised variation request, conducted the public hearing and recommended approval at their July 2, 2015 meeting.

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

### ATTACHMENTS (PLEASE LIST)

CD Staff Memo, Applicant Cover Letter, Application, Location Map, Previous Fence Permit, Fence Style, Plat of Survey, Proposed Views, Map Showing Other Existing Fences, 6/4/15 Zoning Board of Appeals Minutes, 7/2/15 Zoning Board of Appeals Minutes and Ordinance

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance   X   Move to approve Ordinance #2015-\_\_\_\_ An Ordinance Granting a Fence Variation for 1200 Pinetree Lane.

Motion:

Staff: Jim Plonczynski

Date: 7/13/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-148**

DATE: July 13, 2015  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, Com Dev Director  
RE: **(#15-10) Pilasiewicz – 1200 Pinetree Lane**

---

**PETITIONER**

Krzysztof Pilasiewicz

**SUBJECT SITE**

1200 Pinetree Lane, Kenroys Apple Orchard Resub. 6

**REQUEST**

Variation – 6 foot high fence in a corner side yard.

***Staff is requesting that the matter be forwarded directly to the Village Board for a final vote. The petitioners have gone to the Zoning Board of Appeals on two occasions, once denied and the second time approved.***

**DISCUSSION**

1. The subject property is zoned SR-4 (Suburban Residence).
2. The initial petition was for a 6 foot high fence to be located 3 feet off the property line.
3. The petitioner revised their request for a variation to request a 6 foot high fence in the corner side yard 15 feet off the property line.
4. The petitioner has built a 6 foot high fence in the rear yard setback and is proposing to build a 6 foot high fence in the corner side yard. The proposed fence would be located inside the property line in accordance with the Bartlett Building Code. The fence will be located along the 15 foot public utility and easement line as requested by the Village Engineer.
5. The 6 foot high wood fence would be a "shadowbox style" that would allow for visibility (see attached photo).

6. The former owners of the property obtained a building permit and built a 5 foot high fence in the rear yard and a portion of the corner side yard behind the building setback line. The fence then dropped down to 3 feet within the corner side yard as required by the Zoning Ordinance and Building Code. The previous homeowners also had an above ground pool (see attached fence building permit including a height plan).
7. If the variation were approved, a building permit could be issued for the proposed fence.
8. Attached for reference is a map showing other existing fences along Struckman Boulevard.

### **RECOMMENDATION**

1. The Zoning Board of Appeals reviewed the variation request and conducted the public hearing at their July 2, 2015 meeting. The Zoning Board of Appeals recommended **approval** of the variation based on the following findings of fact:
  - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
  - B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
  - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
  - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
  - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
  - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

**CD Memo 15-148**

**July 13, 2015**

**Page 3 of 3**

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

2. Background information is attached for your review.

ALZ//Attachments

x:\comdev\mem2015\127\_Pilasiewicz\_1200PinetreeLn\_zba2.docx

Dear President and Board of Trustees;

We would like to take this opportunity to ask you to work in our favor and allow a variance, so that we could replace our existing 3ft. fence with a 6ft. new one.

Safety is our main concern. Because of the way that our property is situated we strongly believe that a variance approval will not interfere with any traffic safety issues. On the other hand this variance approval will actually bring a nicer curb appeal to the neighborhood.

Like we mentioned in the application, our property is next to a trail. Numerous times we have noticed the neighborhood kids crossing our fence and playing in our backyard. This brings a huge concern to us, since this coming summer we would like to put up a swimming pool. We just cannot imagine if any of these kids got into the pool and drowned. We are a family of four plus a dog (golden retriever ) Whenever the dog is loose on the yard, it also brings a huge concern to us that if any kid crosses that 3ft. fence it may be bitten or otherwise injured by the dog.

Lastly, do to the higher than expected traffic along Struckman Blvd. we believe that a 6ft fence will decrease some of the road noise.

Thank You,



Krzysztof Pilasiewicz

RECEIVED  
COMMUNITY DEVELOPMENT  
APR 27 2015  
VILLAGE OF  
BARTLETT



**VILLAGE OF BARTLETT  
VARIATION APPLICATION**  
(Please type or complete in blue or black ink.)

For Office Use Only  
RECEIVED  
COMMUNITY DEVELOPMENT  
JUN 26 2015  
VILLAGE OF  
BARTLETT

**PETITIONER INFORMATION**

Name: KRZYSZTOF PILASIEWICZ  
Address: 1200 PINETREE LN  
BARTLETT, IL. 60103

Phone: (708) 612-6608  
Fax: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: \_\_\_\_\_

**PROPERTY OWNER INFORMATION**

Name: Krzysztof Pilasiewicz  
Address: 1200 Pine tree Ln  
Bartlett, IL 60103

Phone: 708 612-6608  
Fax: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: Krzysio 79@yahoo.com

**VARIATION REQUESTED** (i.e. setback, fence, etc.)

Fence

**SIZE OF REQUEST** (5 ft., 10 ft., etc)

6 ft.

**DESCRIPTION OF VARIATION REQUEST**

TO ALLOW A 6FT. FENCE SET back 15' from  
property line

**PROPERTY INFORMATION**

Common Address/General Location of Property: 1200 PINETREE LN, BARTLETT, IL. 60103

Property Index Number ("Tax PIN"/"Parcel ID"): 01-10-403-010-0000

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

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 CASPOV & SCOTT LTD, (773) 714-1300  
5440 N. CUMBERLAND AVE #150, CHICAGO, IL. 60656

Surveyor \_\_\_\_\_

Other \_\_\_\_\_

## FINDINGS OF FACT FOR VARIATIONS

Both the Zoning Board of Appeals and Village Board must decide if the requested Variance meets the standards established by the Village of Bartlett Zoning Ordinance.

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

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

WE ARE NEXT TO A TRAIL WALK PATH, WE ENCOUNTER HIGH FOOT TRAFFIC. NUMEROUS TIMES WE NOTICED NEIGHBORHOOD KIDS WALKING OVER THE EXISTING 3FT FENCE. COUGHT LOOSE NEIGHBORHOOD DOGS GOT OVER THAT FENCE AS WELL. VARIOUS TRAFFIC HIGH AND EVEN THOUGH SPEED LIMIT WAS REDUCED, DRIVERS ARE STILL NOT OBEYING THE POSTED SAVED LIMIT. 6FT WILL REDUCE SOME OF THE ROAD NOISE

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

OUR CORNER PROPERTY IS LOCATED AT A CURVE BY STRICKMAN BLVD BETWEEN PINETREE LN AND DOHLWOOD. DUE TO THAT CURVE, A 6FT FENCE WILL NOT HAVE ANY NEGATIVE AFFECT ON TRAFFIC SAFETY. AS IT WILL BE SET BACK 15' FROM PROPERTY LINE.

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

THE PURPOSE OF THE VARIATION IS BASED UPON A DESIRE TO LIVE AT THIS PROPERTY FOR MANY YEARS TO COME, WITH THAT COMES SAFETY, PRIVACY, AND CURB APPEAL TO THE NEIGHBORHOOD.

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

THE DIFFICULTY OF THE MATTER COMES FROM THE CURRENT CODE THAT DOES NOT ALLOW A 6 FT. FENCE ON A CORNER LOT DUE TO TRAFFIC SAFETY, SINCE THE PROPERTY IS SITUATED AT A CURVE, AS IS NOT AS CLOSE TO THE INTERSECTION, WE BELIEVE THAT THIS FENCE OF 6 FT. WILL NOT CAUSE ANY TRAFFIC SAFETY PROBLEMS.

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

WE BELIEVE IT WILL NOT HAVE ANY NEGATIVE EFFECT ON ANY OF THE ABOVE, SINCE THE FENCE WILL BE NEW AND IT WILL BE KEPT IN GREAT CONDITION ALL THE TIME, IT WILL BRING A GREAT CURB APPEAL TO THE REST OF THE NEIGHBORHOOD. DUE TO THE STYLE OF THIS FENCE, IT WILL NOT AFFECT SAFETY ISSUES IN A NEGATIVE WAY.

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

THE VARIATION WILL NOT HAVE ANY NEGATIVE EFFECT ON ANY OF THE ABOVE CONCERNS. IT WILL ACTUALLY BE BETTER AND SAFER FOR THE NEIGHBORHOOD, SINCE THE FENCE WILL BE NEW AND IT WILL BE KEPT IN GREAT CONDITION FOR MANY YEARS TO COME. BEING A SHADOW BOX, AIR AND LIGHT WILL COME THRU BOTH SIDES WITH EASE.

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

WE BELIEVE THAT THE DECISION WILL BE BASED ON SAFETY OF THE PUBLIC AROUND OUR PROPERTY, AS WELL AS THE CURB APPEAL TO THE NEIGHBORHOOD AFTER SUCH FENCE IS INSTALLED.

## 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 for a public hearing.

SIGNED: Maryse Top Ptasianowicz

PRINT NAME: MARYSE TOP PTASIANOWICZ

DATED: 6/26/15

## 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: MARYSE TOP PTASIANOWICZ

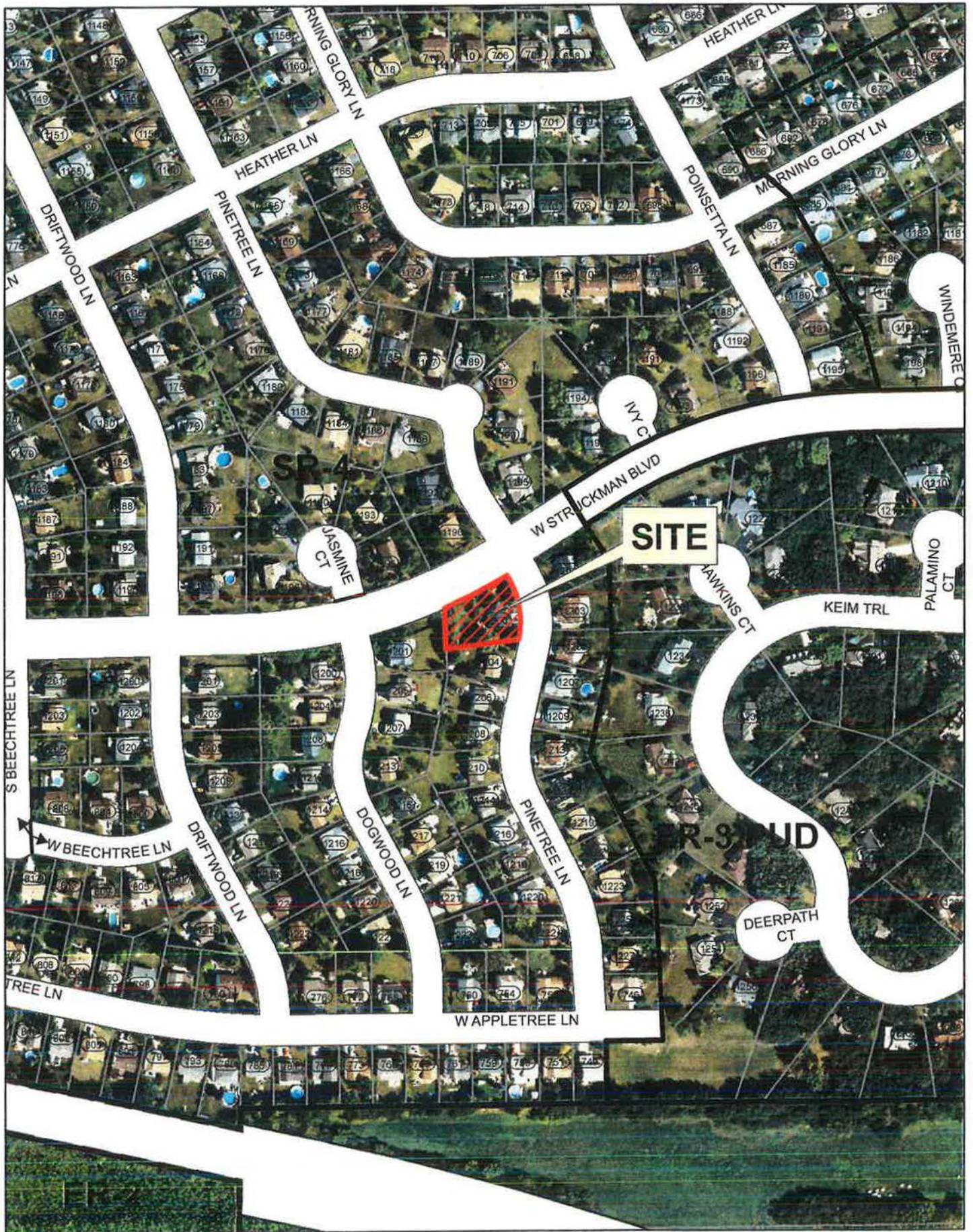
ADDRESS: 1200 PINETREE LN.  
BARTLETT, IL. 60103

PHONE NUMBER: (708) 612-6608

SIGNED: Maryse Top Ptasianowicz

DATED: 6/26/15

# LOCATION MAP



MAIL 12-1-92

VILLAGE OF BARTLETT  
BUILDING PERMIT APPLICATION  
REMODEL/REPAIR

411  
03

PERMIT DATE: 12-1-92  
PERMIT NO.: 922182  
TAX INDEX NO.: \_\_\_\_\_

PERMIT FOR (Describe): FENCE Wood

BUILDING ADDRESS: 1200 PINE TREE 1085

BUILDING OWNER: Paul Theodosopoulos

PERMIT APPLICANT (If Different than Owner): Lynn Theodosopoulos

ESTIMATED COST OF PROJECT: 2400<sup>00</sup> LOT NO.: \_\_\_\_\_

**CONTRACTORS:** (If contractor(s) is/are doing any portion of project, last name, town and Village of Bartlett license number, if known. If homeowner is doing all work, write "Homeowner" in the General Contractor section.)

	NAME	TOWN	LICENSE NO.
GENERAL CONTRACTOR	_____	_____	_____
ELECTRICIAN:	_____	_____	_____
PLUMBER:	_____	_____	_____
CONCRETE:	_____	_____	_____
CARPENTER:	_____	_____	_____
FENCE:	<u>COLONIAL FENCE</u>	<u>3-11-93</u>	<u>107</u>
HVAC:	_____	_____	_____
FIREPLACE:	_____	_____	_____
GARAGE:	_____	_____	_____
SWIMMING POOL:	_____	_____	_____
ROOFING:	_____	_____	_____
OTHER:	_____	_____	_____
_____:	_____	_____	_____
_____:	_____	_____	_____
_____:	_____	_____	_____

\* \* \* Must be no more than 3' in height to the 25' building line then it may go.

THE APPLICANT HEREBY CERTIFIES TO THE CORRECTNESS OF THE ABOVE AND AGREES TO CONFORM WITH ALL ORDINANCES OF THE VILLAGE OF BARTLETT, ILLINOIS.

Paul Theodosopoulos  
Signature of Applicant

830-5178  
Telephone (Home)

\_\_\_\_\_  
Telephone (Work)  
(If not reachable at home during day)

Paul Theodosopoulos  
Approved By:

11/23/92  
Date:

RECEIVED

NOV 23 1992

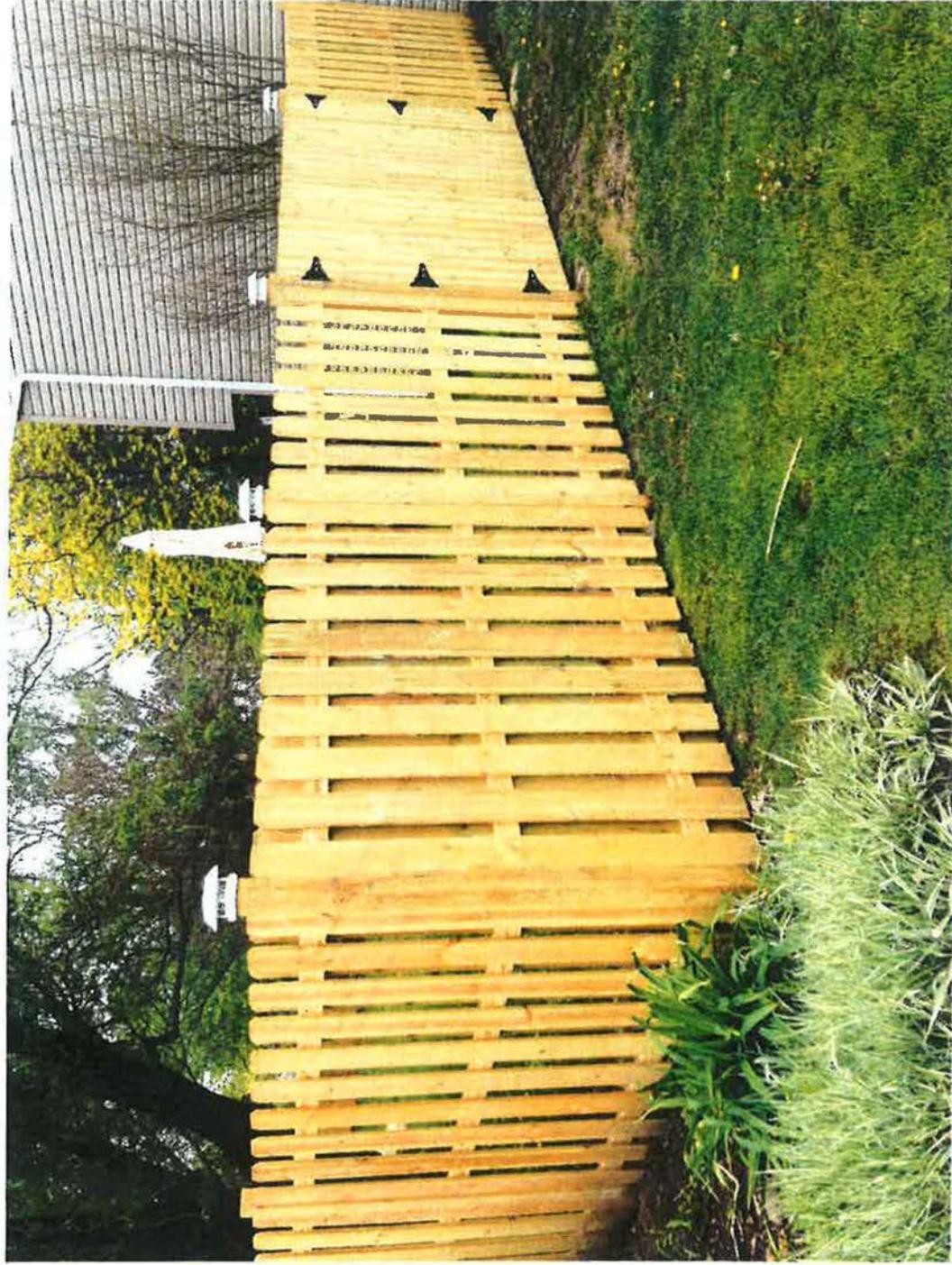
Fee Schedule (For Office Use Only)

Item: \_\_\_\_\_ \$ \_\_\_\_\_ Item: \_\_\_\_\_ \$ \_\_\_\_\_  
Item: \_\_\_\_\_ \$ \_\_\_\_\_ TOTAL FEE: \$ 30.00

VILLAGE OF BARTLETT  
BUILDING DEPARTMENT

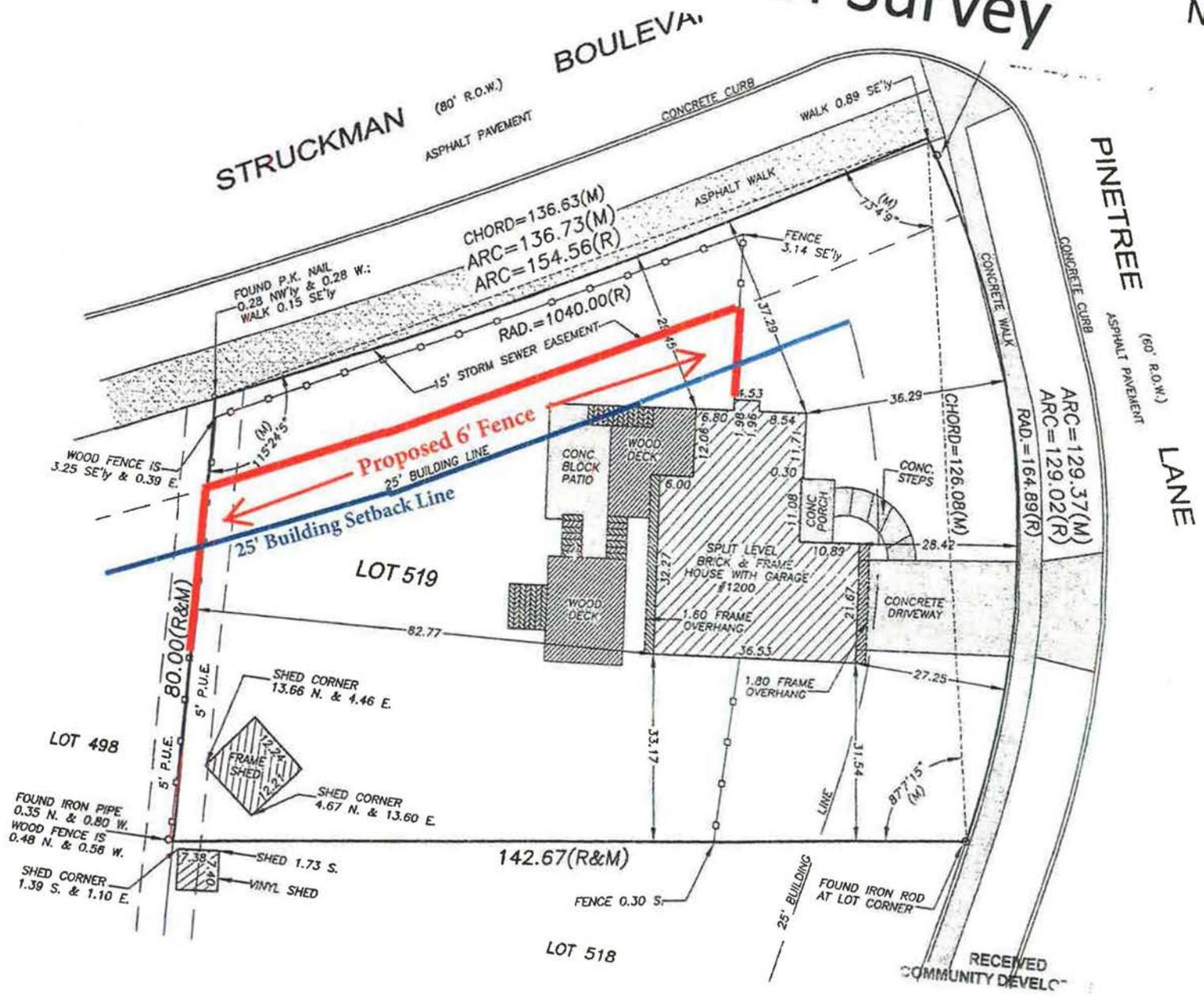


# (#15-10) Fence Style



# (#15-07) Plat of Survey

NEW REQUEST



STRUCKMAN BOULEVARD  
 (80' R.O.W.)  
 ASPHALT PAVEMENT

PINETREE LANE  
 (60' R.O.W.)  
 ASPHALT PAVEMENT

CHORD=136.63(M)  
 ARC=136.73(M)  
 ARC=154.56(R)

CHORD=126.08(M)  
 ARC=129.37(M)  
 ARC=129.02(R)  
 RAD.=164.89(R)

Proposed 6' Fence  
 25' Building Setback Line

LOT 519

LOT 498

LOT 518

RECEIVED  
 COMMUNITY DEVELOP

# Proposed View looking towards Pinetree Ln.

NEW REQUEST



Current View looking towards Pinetree Ln.



Proposed View looking at property from  
corner of Pinetree Ln. & Struckman

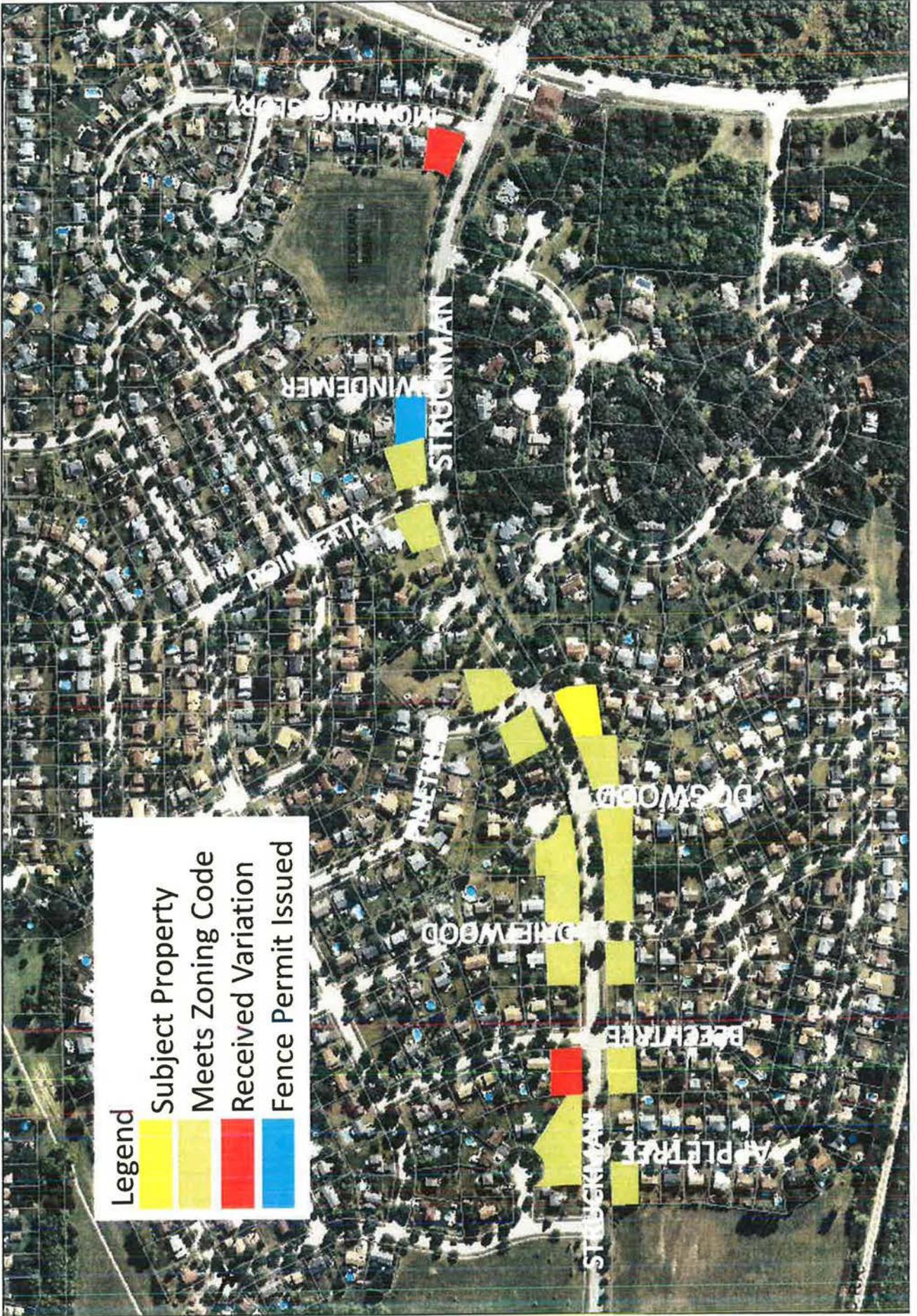


# Proposed View looking at property from corner of Pinetree Ln. & Struckman



Proposed View looking at property from  
Struckman





**Legend**

-  Subject Property
-  Meets Zoning Code
-  Received Variation
-  Fence Permit Issued

**Village of Bartlett  
Zoning Board of Appeals  
Minutes**

**June 4, 2015**

**Chairman Werden called the meeting to order at 7:00 pm.**

**Roll Call**

**Present: M. Werden, G. Koziol, B. Bucaro, J. Banno**

**Absent: P. Hanson, R. Carney, L. Hanson**

**Also Present: J. Plonczynski, CD Director; R. Grill, Asst. CD Director; A. Zubko, Village Planner**

**Approval of Minutes**

**A motion was made to approve the minutes of the May 7, 2015 meeting.**

**Motioned by: G. Koziol**

**Seconded by: B. Bucaro**

**Roll Call**

**Ayes: M. Werden, G. Koziol, B. Bucaro**

**Nays: None**

**Abstain: Abstain**

**The motion carried.**

**Case # 15-10 1200 Pinetree Lane – Variation – Fence Height – PUBLIC HEARING**

The petitioner, Krzysztof Pilasiewicz, was present and sworn in. He resides at 1200 Pinetree Lane, Bartlett, IL.

**The following Exhibits were presented:**

- Exhibit A - Picture of Sign**
- Exhibit B - Mail Affidavit**
- Exhibit C - Notification of Publication**
- Exhibit D - List of 20 Neighbor Signatures in support of 6-foot fence approval**

**K. Pilasiewicz** - We would like to have the approval of putting up a 6-foot fence where the 3-foot fence is currently located. It is basically for the reason of safety of our kids, our family and our dog and other neighborhood kids as well. We ask for you approval.

**M. Werden** – Is this something you are wanting to put all the way around the yard or just on that one side?

**K. Pilasiewicz** –Where the lighter portion of the fence is, we already got a permit for and we’ve built it around. The rest of it, based on your approval, we would like to finish it all the way around so we can have an enclosed, safe yard.

**M. Werden** – Is your purpose for the fence for privacy or to keep people from coming into the yard, or what is the purpose of the 6-foot fence along the street?

**K. Pilasiewicz** – Like I said, for the safety of our kids. We live by Struckman Boulevard, which is busier than we expected. There is a lot of speeding and we are afraid for the kids and that they don’t cross over a 3-foot fence with ease.

**M. Werden** – I know the current fence is in a state of disrepair, but you have very thick foliage along there. That is why I asked because if you are driving by quickly, you don’t really see anyone in the yard. The maximum height requirement of a fence in a corner side yard is 3-feet. This is quite a jump in height level to go to 6 feet. Would you be tearing out any trees or bushes along there? I noticed that you have a lilac bush and couple of oak trees.

**K. Pilasiewicz** – If we would be allowed to do that, we would trim it within the 6-foot fence, where the line is. Yes. So that way, it would open up even more visibility as far as traffic goes. Right now if you can see the pictures, there are bushes over lapping over the 3-foot fence. Yes, we would definitely trim the bushes that are overlapping right now. Which would, again, assure better visibility and for the safety of our kids.

**G. Koziol** – I have several comments. In our packet of information for each of these meetings, there is a section under Recommendation that reads” *According to the provisions of the Zoning Ordinance, the Zoning Board of Appeals should render a decision based upon the following:*

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

If the request for a 6-foot fence were not to be approved, there would not be a particular hardship upon the owner, rather it might be an inconvenience. According to the permit in our packet, there has been a 3 foot fence in the area of concern for the past 25 years and no true hardship was stated prior to today. A new 3-foot or 4-foot high fence could be a good replacement. The old, broken fence would be replaced and it would meet the requirements of the ordinance or be a 4-foot fence obtained through a variance request. No hardship or inconvenience would occur. I believe that we should not vote to approve.

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

There is nothing unique with this property that is so different from other properties in the area. Other properties in the area, specifically 2 properties just across the street, have met the requirements for a 3-foot side yard fence, as stated in our current Ordinance. If others in the area with similar situations have met the requirements as stated in the Ordinance, then there is nothing so unique to this property that the request for a 6-foot tall fence should be approved. Again, we should not vote to approve this.

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

The granting of this variance request on this property would be conferring on this applicant a special privilege that was not granted to other homeowners/property in the area. This is clearly visible by the fact that 2 nearby properties installed 3-foot fences which are as stated in the current ordinance referring to fences in corner side yards. Again, we should not vote to approve this.

In your application to the Village, there is a section that states "That the purpose of the variation is not based exclusively upon a desire to make money out of the property." Your response was "The purpose of the variation is based upon a desire to live at this property for many years to come, with that comes safety, privacy, and curb appeal to the neighborhood." It is my belief that curb appeal is in the eye of the beholder. It is my belief that 6-foot high fences do nothing to enhance the neighborhood or community. For that matter, 6-foot high fences are like a wall; a fortress. They imply that you want nothing to do with the world outside of the fence. As you can tell, I am not in favor of this type of fence in this location.

**M. Werden** – I think, to back up what George is saying, all you have to do is to drive along Newport Boulevard and see what he is talking about. You have that canyon effect. Even though the fence is back from the road itself, it is one big tunnel. In general, we just do not have 6-foot fences unless it is in the backyard or abutting a commercial district or something like that.

**B. Bucaro** – I also have a few comments. As the diagram depicts, there are several fences that are 6-foot fences, but they are set back behind the setback line. I believe there are several to the west of you that are like that. That is another option. Obviously you lose some of your fenced in yard, but it does meet some of your objectives of the pets and the safety of the children. And if you put in a swimming pool, it would be enclosed in that area. I look at every fence variance request independently. I do like this style than the stockade style, which is just a much larger barrier. But, that being said, I think there are options

you can take and still meet your objectives and not need a variance for a fence. I drove down the street today and I can fully appreciate your comment about the speed of the cars. In just the 5 minutes I was there, going the speed limit, up and back, I had a guy right behind me and just about every car was greatly exceeding the speed limit. In that vein, I would suggest that you and your neighbors talk with the police department and see what can be done for that issue.

**K. Pilasiewicz** – We were here 2 weeks ago to hear another variance request and the Chief of Police was here. I talked to him and they are trying to do whatever they can with radar and everything, but people don't pay any attention to it. They see the speed limit, but they always go above it. They know they are not going to get a ticket for it. I call all the time and they come right away, but I don't know what else to do. I just want our kids to be safe. And, as far as putting it back, based on the plat of survey, it would be allowable by the building line, right? There is a concrete patio along the building line along with the stairs from the deck, which was already there when we bought the house. When we came here to inquire about the fence variance a year ago, one of the staff members pulled the permits. Plus, down the line of the building line, there are 2 trees in the way. That right there would be pretty much impossible. We don't want to get rid of the landscaping because it is nature and it should stay there.

**B. Bucaro** – I can't speak of the trees. Obviously you would want to save them. At the corner where the concrete patio is, if you are able to go around that corner, even if you had to have a variance to go around the corner, is much less obtrusive than going all the way out to the sidewalk.

**K. Pilasiewicz** – That is correct.

**B. Bucaro** – You would still need a variance to get around the corner of the patio.

**K. Pilasiewicz** – But there are still bushes there.

**B. Bucaro** – You said you are already taking down bushes on the other side or along the sidewalk in order to put up the fence. I mean, it's a trade-off. Maybe that is another option that this Board and the Village Board may look more favorable toward. Even though you would still need a variance to cut that corner.

**J. Banno** – I feel like this request for a variance would reduce visibility in the area. I also don't like the fact that a 6-foot fence will be in the front portion of the yard. I think this type of fence will have a negative impact on the neighborhood and the property values. I would be willing to consider a 4-foot high fence, but I think a 6-foot fence is a bit excessive.

**A. Pilasiewicz** – I am Kris's wife and we have two small kids. Like my husband has said, the two trees that are there are two feet in diameter. Then there is the concrete patio with the stairs. As a mother, I really would appreciate having the 6-foot fence. We have two small children and a dog. And setting the fence back, we would have to get rid of those trees, which is another expense. Plus, we have done our research to see how much visibility may be impacted. We put our fence panels to see if it would cause a visibility problem. We have some pictures to show you. *She submits a CD disc with photos, however, the laptop computer had no disc drive to enable the Staff to show the photos. No photos were submitted in printed form.* I have walked on the bike trail; we walk on it every day. It is not like we are secluding ourselves from the trail. We just feel that it would be more secure to our children with a 6-foot fence. Our dog wouldn't cause any harm to others. I have also spoke to our neighbors and sent out letters to inform them of this hearing. I spoke to about 40 residents and 20 of them couldn't be here, but they signed this to say they don't object to a 6-foot fence. Some of the other neighbors are here. *A list of signatures is*

*submitted – Exhibit D.* There was one gentleman that said he was not in favor of the 6-foot fence, but I don't think he is here tonight. He lives on Keim Trail. But, I think that area has a restriction for fences. When we moved to this house, we knew there was a fence and thought we could put a new fence in its place. My son was born without a hand, and I don't want anything else to happen to him.

**M. Werden** – Did we receive any phone calls or anything about this?

**A. Zubko** – We did not receive any phone calls regarding this.

**J. Plonczynski** – We have a number of audience members that completed a Witness Form to speak tonight. Just so you know.

**G. Koziol** – I have an additional comment to make. I have lived in Bartlett for 27 years and I am in a community that has no fences. The only fence that exists is along the one main street. In the 142 homes there have been a number of children that have grown up and there are also quite a number of dogs that live there. I have a dog and how do I solve the problem of no fence, I put my dog on a leash and walk the dog. I walk him in the front yard and the back yard, whatever. It is doable. You can make these things work.

**A. Pilasiewicz** – I understand completely, but buying this house 2 ½ years ago and I researched that this house could have a fence. We did not know about the ordinance for only a 3-foot high fence. I understand why it is in force. I know it is for traffic safety and traffic concerns, but we have taken old panels of a 6-foot high fence to see if this would cause a traffic problem to cars or walkers. We believe it would not be a problem.

**G. Koziol** – The requirement for a 3-foot fence has been effect for a number of years and during that time a number of requests have been filed and it has been suggested that the ordinance be changed to increase the height to a 4-foot fence. Maybe a 4-foot fence would be a better solution for you.

**K. Pilasiewicz** – With a 4-foot fence, even with a 5-foot fence, our concern is that there is a very busy trail right along our property. Especially during the warm weather months. We don't know what kind of people go along there. People run or walk along the path, even a lot of our neighbors use the path. But our concern is kidnapping. That is a concern for us. And to protect our kids. We want the kids to have a little bit of freedom within their own backyard without us looking at them constantly.

**M. Werden** - How old are the kids?

**K. Pilasiewicz** – The boy is 7 years old and the girl is 4 years old. I believe they should have the freedom of enjoying their own backyard. It is still a concern for us even if it were a 5-foot fence. There is still the traffic and the speeding cars.

**Chairman Werden opened the Public Hearing.**

**Terry Daszek resides at 1208 Pinetree Lane, Bartlett, IL 60103.**

**Terry Daszek** – I have lived in Bartlett for 12 years. I am in favor of letting them have what they need for several reasons. I am a mother, a grandmother, a special Ed teacher and I see the need for a 6-foot fence. I watch the news a lot. They are right on the corner. Anybody can go by. They can grab these kids with these fences. It would be an advantage to the neighborhood. I don't want to see everybody's junk or

high grass. If we care about this town, we help one another. That block has had a lot of issues. There were 3 foreclosures. It is a big issue to us that live there. We want neighbors that are good and take care of their property. I want to see the kids protected. I want to see this family be happy in this neighborhood and to have to be pushed down because of an issue like this. I walk down Struckman and I see other fences that come up to the sidewalk. I don't know why they are allowed to have them and not this family.

**G. Koziol** – Could you repeat your address?

**Terry Daszek** – I live at 1208 Pinetree Lane. That is about 4 houses down from them. I don't have a fence, but both of my neighbors do. I don't have a dog. My grandkids come over and I play with them in the backyard. But I have been a mother. I've seen dogs attack kids. I have seen people take kids or kids getting lost. Anybody riding a bike by can entice them. This way, they won't be able to see if there are kids in the yard. These people want to protect their children. Why in heaven's way would we stop them? I came here tonight to tell you that I want them to be able to have the fence they want for protection. Look at all of the houses that have cars drive right up into the house. In fact, I think that the mailbox right across from them got knocked over last year. We can't protect our kids enough. And the fact that they want to, and you don't want them to, makes me question you guys. I want Bartlett to be a friendly, family oriented place. That is why we moved here.

**B. Bucaro** – I don't think it is a matter of us not wanting them to protect their kids. What we are looking at is a Village wide ordinance. Maybe it is a difference of opinion, by a 4-foot fence or a 6-foot fence is not going to stop a car. I am of the opinion that a 4-foot fence will certainly be a deterrent of somebody coming into the yard for improper intentions. Or for dogs coming in or out of the yard. That was another alternative or suggestion. A 4-foot fence may meet your needs almost as well as a 6-foot fence. It is not a matter of us not caring about this family. Maybe it is a different opinion or a different objective or point of view. There are some variances along there, as indicated on the diagram in red. I can't speak for any of those. I don't know anything about any previous variances. Evidently, there was something at the time those variances were granted and evidently the Village Board agreed with it, for whatever reason.

**M. Werden** – Everything that is shown in green on the diagram actually meets the Code, so they wouldn't even have had to come before us.

**B. Bucaro** – Corner side yards have always been a problem as to the height of the fence.

**G. Koziol** – Can Staff tell us when the permits were issued or when the fences were put up for the houses directly across the street from this property?

**A. Zubko** – Directly across the street on the east side of Pinetree Lane, there was a building permit granted in 1992 and it was for a 3-foot fence in the corner-side yard. The property on the left, at 1196 Pinetree Lane there was a permit granted in 2009, also for a 3-foot fence.

**M. Werden** – Those would not have come before us because they met the Code requirement.

**Terry Daszek** – The one on the corner by Route 59 is just what this family wants. I don't know how it is any different. Plus, there are sounds from the traffic. We put up big ugly fences on Route 59 for the sound and to protect the residents that live along Route 59. We protect those residents. This family wants to protect their own family. I've had a dog that has jumped over a 6-foot fence, and it wasn't a big dog. If they want to get out bad enough, they will. People from all over walk their dog along that bike

trail. The fence they have now, I sure wouldn't have because it would not protect the kids at all. Anybody could grab one of the kids. I don't see a problem with a 6-foot fence at this location.

**G. Koziol** – The reason for ordinances related to fences is to keep some sort of control throughout the Village.

**Terry Daszek** – And, I agree with those.

**G. Koziol** – But you are also an advocate for the 6-foot fence. Are you an advocate for everyone in the Village to have a 6-foot fence to control dogs and to protect children? I don't think everyone in this Village wants to see 6-foot fences everywhere.

**Tom Daszek** – If that is their wish, yes I am. Times have changed. I don't have a fence and I like that I don't. But, we have to determine if we are going to be a friendly neighborhood or a vicious neighborhood.

**M. Werden** – Well, fences fence out friendliness.

**Terry Daszek** – But the opposite is true also. After I have raised my kids, I don't need the neighbor kids playing in my backyard and then suing me. There are all kinds of reasons to put up a fence. But I believe they should be able to have the fence they want. Simply for the reason that their two kids will be safer. We always want whatever is best for our kids.

**M. Werden** – Well, let's move on. We know how you feel. Let's hear from someone else.

**Tom Daszek resides at 1208 Pinetree Lane, Bartlett, IL.**

**Tom Daszek** – I have gone past the property several times on my bike and the existing fence is rotten and falling apart. I have seen that he has put a substantial amount of money into his property since he has moved here. This fence will complete his project and it does not obstruct the view of traffic on Struckman Boulevard. I think it is a good idea. When he first told me about it, I said yes, I agree. Now the Village, and you four people are telling him he can't do that. Give me a good reason why. And not just because the Village Ordinance says that he can't. That is B.S. I am not going to accept that. You people are telling us how to live and I resent that. I pay taxes...

**J. Plonczynski** – Excuse me sir. This is a recommending body to the Village Board and the Village Board takes their recommendation and then has to approve this. The fact is that the Ordinance is in place and the Ordinance is applied throughout the whole Village. You cannot reprimand the Zoning Board of Appeals Commission for carrying out their duties. Please do not be condescending to the Zoning Board of Appeals. They are reviewing the case in front of them. You are allowed to give your testimony for consideration. They appreciated you giving your testimony. Please do it respectfully.

**G. Koziol** – Earlier, when I spoke about recommendations, those are suggestions or rules we should follow as we go through our review. We do that for any and all variation requests. They have been used for years to guide us in our review.

**M. Werden** – These rules have been in place for a long time. We are here to review each case and, if necessary, be lenient and make a recommendation for an exception to the Ordinance. We are not telling anyone what to do. And we do not have the final say so. The Village Board does.

**Tom Daszek** – Well, that is my opinion. I gave it.

**Robert C. Smith resides at 1214 Pinetree Lane, Bartlett, IL.**

**R. Smith** – Good evening. I am the number one resident on Pinetree Lane. I have lived there since 1978. I have watched all of these houses get built. I have watched residents come and go. I have seen problems with the previous tenant. His dog jumped that little 3-foot fence and it attacked my other dog that I used to have. And, to tell you the truth, they have a lousy looking back yard I don't like to look at it. I walk my dog along that path and for us that walk by every day, we get tired of looking at all of the junk in the backyard. If you go over by the Struckman Basin, the fence on the back side of that is very close to the sidewalk. You can reach out and touch the 6-foot fence that is there. I know. They have a pit-bull and I have had an issue with them about their dog. So, there have been some considerations granted in some cases and I would like to see some consideration to these people. It is not a visibility problem. I drive there and walk past there every day. The part of the fence that goes to the house is not a visibility problem is not in the way at all. When you pull up to the stop sign, it does not block anything. It is not an issue at all. Actually, the bush on the next block is more of an issue. The 9-foot high bush obstructs the vision when you pull up to that corner. Landscaping is not regulated. It causes more of a problem than this fence does. I don't mind a 6-foot fence here. It would be a lot better looking than what is there now. If there was a 4-foot high fence, I could still see into their backyard. A 6-foot high fence doesn't bother the aesthetics of the neighborhood. A 3-foot fence is ludicrous if you have any type of animal. A 6-foot fence isn't going to decrease property values. People are getting more for their homes now than they ever have. I would really like to see this variation go through. Because most people don't really care. These people are obviously trying to do it the right way. It would help them out to finish their yard out with a 6-foot fence. I have a 6-foot fence in my yard. It is just not out in the front. I got a 6-foot fence to replace my 3-foot fence. Nobody really cares if it is 6- feet high. We only found one person that objects to a 6-foot fence. And that person lives in the Keim Trail Subdivision. They object to anything anyway because they think they are better than us. They have \$500,000 houses, so they object to everything. I would like to see this variation approved. I don't think it hurts anything.

**M. Werden** – Well, that is the purpose of the Public Hearing. I am impressed to see this many people show up that are for it. In general, people come out because they are opposed to something. I am very impressed to see this many people that are for it. But, I am curious to see what everyone else has to say.

**Lydia Saric resides at 1201 Dogwood Lane, Bartlett, IL.**

**L. Saric** – Thank you for offering us the time to speak tonight. My property touches the back of their property. So, our backyards abut. I would like to address the issue of hardship and uniqueness of the property. If I could respectfully ask that you show the drawing of the plat of survey so it can guide my thoughts? Thank you. *The plat of survey is shown.* My lot is the one to the left of the picture and my lot abuts two yards. So the back fence of my house comprised of two yards. The angle that the house is placed on this particular lot and the curvature of the street does make this property unique. If they were to put the fence back at the blue, building line, look at the significant reduction in the size of their backyard. Property values are based on curb appeal, square footage and lot space. A significant reduction, visually a significant reduction in their backyard space, would significantly decrease their property value. And that is specifically because of the way the developer placed the house on the lot. So, I think they do have a just cause on uniqueness of the property. Another element of uniqueness to the

property is the existing landscaping, which has been there for practically 20 years and is a significant, old growth. The amount of work it would take to pull up those trees to put that fence along the blue building line, I think, is an undue hardship. The cost involved and the risk to a passerby is enormous. I think the Village would have to get involved in order to take those trees down. Police would have to come and direct traffic on Struckman while the trees come down. So, I think they have both a hardship and a uniqueness to their property if they were to try to comply. The other gentleman mentioned that dogs can jump 3-foot high fences. They can also jump 4-foot fences. I am a dog owner. I have also gone to agility training classes and I have seen what large dogs can do; even what medium sized dogs can do. You would be surprised what small of a dog can reach the top of a 4-foot fence. I think the primary thing is that there would be a significant reduction to their property value if they were to put the fence back to the building line. Also, could you show the picture of the corner of the house that also shows the bike path? *The picture is shown.* If you look at the angle of the bike path and the angle of the house, you will see that the house was angled away from the corner. It was probably because the developer wanted to get a balance of privacy so the windows of the house were not facing down Struckman Boulevard. But, because of that angle, that is exactly what causes the problem for them if they were to put the fence at the building line. They have all this extra space of greenery up at the front of the house, which was the desired feature the developer wanted to create by putting the house at that angle.

**M. Werden** – It may have been for privacy. We don't know now what the developer was thinking back then.

**L. Saric** – All of our houses face a risk of value because of the railroad that goes behind our houses. The houses tremble when the trains go by. And the traffic on the railroad has increased over the years. We already face risks in our property values. I don't think we should be putting a resident in another situation where they could decrease their property values even more.

I would also like to address the issue of the gentleman who lives in a community that has no fences. Properties are different. Neighborhoods are different. Needs are different. I could not imagine living in a house without a 6-foot fence. Just because he has lived for 27 years in a neighborhood without fences, I don't think that is a legitimate argument to make in terms of whether a family should live with or without a fence or how high it should be. I have been on Dogwood Lane since I was 12 years old. I lived a few houses in when I was growing up and then moved to the corner house in 2011. I have seen a lot of houses up and down and owners change. That house, previous to this owner, never had a family with children. So, when the comment was made that the property survived 25 years with a 3-foot fence I find a little bit weak. None of the previous residents had a need for a higher fence. I, myself, do not have children, but I like a 6-foot fence. But for this property, the previous residents evidently didn't feel a need for a higher fence for security. The other thing I would like to address about security is that there are groups of teenagers that come from the metropolitan area who are bused into this area for the purpose of solicitation. That is another concern for security. And for hardship, times have changed. Everybody watches the news and hears of the crazy schemes that people come up with. So, despite the fact that previously we didn't need fences for security, I think nowadays it is a significant issue. There have been several cases of girls being abducted. In fact, they have been abducted from bus stops, one half block from her step-father, who was on the driveway and watching. It is a new world. I would like you to take that also into consideration. I am just saying that it is a new and different world than it was when I moved into Bartlett at the age of 12. I think the primary points that address the ordinance is to show hardship, and uniqueness and I hope that I have done that today.

**G. Koziol** – When you speak of trees, when a homeowner either plants them for the first time or whether he purchases the home with trees on the property, he is responsible for the maintenance of the tree for its entire life. And, at some point, for whatever reason, the removal of the tree. He is responsible for the tree. Yes, the removal of trees is very expensive. I just went through the removal of a 45-foot tree with a 4-foot base that cost \$1,800. Yes, the removal of a tree could be expensive, but it is part of the property that you own and you are charged with the maintenance of it and for whatever costs it may incur.

**L. Saric** – You still can't get around the reduction in the size of their backyard. That angle of that property is detrimental to the placement of the fence on the building line. It will dramatically reduce the size of his backyard, which will negatively impact their property value.

**G. Koziol** – What year did you move in?

**K. Pilasiewicz** – In 2013. January of 2013.

**G. Koziol** – At that time was this fence a concern of yours? Or did you like what you saw?  
*Petitioner's response was inaudible.*

**L. Saric** – If I could comment on that, as a neighbor? Struckman Boulevard is a lot busier during the summer than what it is in the winter when they would have moved in. So, I would like to say they probably didn't understand the amount of traffic that Struckman generates. They would have only realized it after the first summer.

**K. Pilasiewicz** – We were extremely happy that we were buying a house in a nice neighborhood. We thought we could put up a high fence. It was just a matter of gathering some extra money for it and being back on our feet after purchasing the house. Now, here is the time and we would like to do it. I would like to go back to the comment at the beginning that it would look like a privacy bunker. We chose a type of fence that you can see through. It will not completely cut us off from the rest of the neighborhood. It will be a shadow-box fence. So, when we clean up the yard, anyone that is walking down the path, they would still be able to see through the fence. Again, the 6-foot height is for the safety of our children.

**M. Werden** – I appreciated that it is at least somewhat see-through. That way no one will be able to hide behind it in any way.

**K. Pilasiewicz** – Yes, we did the extra homework so it would be safe. It is unfortunate that you cannot see the pictures on the CD I brought. We put up some used panels to show how it would look and to get an opinion from our neighbors.

**M. Werden** – I am impressed with the time you put to contacting all your neighbors. But, that is why we review these cases on a one by one basis.

**G. Koziol** – The fence that you are proposing is it an open picket or is it staggered?

**J. Plonczynski** – The board-on-board term is also called a shadow-box fence. One picket is on one side and the other picket is on the other side.

**G. Koziol** – So, it pretty much blocks the view. It is not just an open picket fence. *A picture of the fence style is shown.*

**K. Pilasiewicz** – The pickets are on an angle. So, if you are walking or driving on Struckman Boulevard you can see the entire yard.

**L. Saric** – Serving the needs of the community as it changes is an important thing to an ordinance. As long as the community has transparency, open procedures and fairness there is no perception of why one family gets a variance when another family does not. I think with open procedures and transparency and meeting the needs of the ordinance, like the hardship and uniqueness of the property, then I don't believe there is any harm in offering the variance.

**John Mansour resides at 1203 Pinetree Lane, Bartlett, IL.**

**J. Mansour** – I think the other speakers have presented a lot of good reasons. I live right across the street at 1203 Pinetree Lane and have lived there since 1999. I don't see any issues with the fence or the visibility or for security. I don't see any issues at all and I am in favor of you approving the variation.

**Vickie Mansour resides at 1203 Pinetree Lane, Bartlett, IL.**

**V. Mansour** – I echo what my husband just said and as a mother, your child's safety is absolutely the top priority. I agree with everything else these wonderful people stated earlier this evening. Since we have lived in our house, which is right across the street from their property we came back from vacation one year and there was graffiti on our patio in our backyard. A high fence would definitely keep the teenagers or people that you don't want in your backyard out. And, just like the others have stated, we live in a different world now. There was recently a woman attacked on an Elgin path. Who knows when this will happen in Bartlett or our backyard? The safety of our kids are our top priority. I know, that when I pull out from Pinetree Lane to Struckman Boulevard, there is no blockage of visibility whatsoever. I think it is a beautiful fence and it will help increase our property values as well. I would appreciate it if you take all of that into consideration. And the uniqueness of the property is right on point like the other neighbor stated. None of our properties are shaped the same way as theirs and it would be a hardship for them to move the fence back. Thanks you so much.

**Jose Vargas resides at 1204 Pinetree Lane, Bartlett, IL.**

**J. Vargas** – I have lived in my house for 13 years. The people that lived in the house before these people were grown-ups. When you walk along the bike path and there are dogs in yards, the dogs rush the fence and try to jump the fences. I think they should have a 6-foot fence for safety of the people that walk the path. I don't want to have my daughter walk our dog and have another dog jump a fence and attack my daughter. I think it is unfair not to let them put a 6-foot fence on their property where he wants it. That is pretty much what I have to say.

**R. Smith** – When Mayor Melchert had the bike path put in there, they actually took what was a 28 inch sidewalk and made it into a 6.5 foot wide bike path. It goes all the way up to their property line. It looks like the fence has a piece of grass this big. It used to be a good 4 feet from the fence to the sidewalk. Now you only have about 12 inches of grass between the bicycle /jogging path and the fence. That is the change that occurred. I think what is there already, the red fence would look nice with an addition of a 6-foot fence continuing. I don't think it would look quite as nice if you dropped the fence height down to 3 feet. It's not that big. I can still see over it. I am 6'4" tall. Right now with the 3-foot fence there, I can see three backyards down the line. Thank you.

**L. Saric** – We were talking about what they would have to do to put the fence back at the building line and we talked about the cost, and whether or not that is a hardship. I also think taking out the trees would decrease the property value. It's not just the reduction of the size of the yard. Those trees are Filberts, a Maple and a Magnolia tree. All of the landscaping was very pretty. So, to be forced to take them out would again reduce the property value. There is an unsold home across the street from them and they cut out a lot of the landscaping that was previously there, and that house has not sold. So, I am wondering if the amount of landscaping that was cut out of that house has decreased the ability to actually sell the house because both of those houses actually had the prettiest landscaping along Struckman Boulevard. So, taking those trees out, the age of the trees and the variety of the trees would also be a reduction of the neighborhood. Thank you.

**K. Pilasiewicz** – I just wanted to make one more point. Not only the dogs in the neighborhood, but we have recently had an increase in the coyote sighting.

**M. Werden** – Yes. That is something we didn't see very often in years past.

**K. Pilasiewicz** – That is just another risk factor we have to deal with. Supposedly, a coyote can even jump a 6-foot fence. But a 6-foot fence should reduce the possibility of that happening. I have seen coyotes out when I walk my dog in the morning or the evening. It is just another risk factor for us.

**R. Smith** – Could you show the other diagram that shows the building line again? Is someone suggesting that they run the fence through their patio?

**M. Werden**- It was noted that the patio was there. He has already stated that he was willing to look at a variance that would go around that corner. That is not an issue for us. Is there anyone else in the audience that wishes to speak? *No response from the audience.*

**Chairman Werden closed the Public Hearing.**

**B. Bucaro** – I can't tell where the trees are from looking at the plat of survey. I understand that you don't want to cut down trees, given the cost and also taking into consideration the value of the property, but I can't tell where the trees are. Would you be amiable to come from the corner of the house or the corner of the concrete block patio straight to the corner of the property where the two fences intersect? Part of my issue with this is the part in the front of the house. If you drew a line from the house corner to the yard corner, to take into account the weird angle, would you be willing to do that? If there are no trees in the way and you get the fence to go from there to there, would you be willing to do that? You would still need a variance for a 6-foot fence in that location, but I personally would be more agreeable to that situation than the fence going out toward Struckman Boulevard at the front of the house. Would something like that work?

**K. Pilasiewicz** – Well, there is a lot of money involved. A lot of additional money involved in it by trimming everything. When we applied, we kind of expected someone from the Village to show up and talk to us and do some kind of survey on the property about this. Again, it would require a lot of trimming and a lot of money. Besides the trees, there is some kind of little hill in the middle of the yard as well, which would also be a problem for us as well. We would have to flatten it. It is in between the trees.

**B. Bucaro** – So, as we see the reddish looking fence, that is the neighbor’s fence and basically it is on the building line of that property, correct?

**L. Saric** – Yes, my fence is on the building line, but my land is raised up because I have a split ranch home. Both the front and back of my property rise up to meet the house. I have to keep a fence at the building line to achieve any kind of privacy for my patio. His property is low and flat. Mine is angled up. The plan for the location of what you just proposed has the large Filbert tree in the corner.

**B. Bucaro** – Well, maybe you move it over about 3 feet. Is there a fairly straight sight line without having to take trees down?

**K. Pilasiewicz** – The trees are staggered. It is not only branches. It would be extremely tough. Like I said, I was hoping for someone to come out and talk to us and make some kind of educated suggestion on what to do.

**B. Bucaro** – You wanted someone from the Village to come out?

**K. Pilasiewicz** – Yes. No one ever came out or called us. It was just the required paperwork.

**R. Grill** – I believe that when this gentleman made his application to the Village, we did propose alternatives. We explained to him the different scenarios that would be possible. Typically what we have discovered is that this Zoning Board is more favorable to placing a 6-foot fence back at least 10 feet from the property line. That was explained to this gentleman.

**K. Pilasiewicz** – I would just like to say again that there are trees in between. Like I said, I was hoping for someone to come out and see the property.

**R. Grill** – Angela has done that. She took pictures of your property. That has been done.

**K. Pilasiewicz** – Do you have pictures of the inside of the yard?

**R. Grill** – We typically don’t go inside or onto your property.

**K. Pilasiewicz** – Well, that was what I was hoping you would do. So you could see it personally.

**R. Grill** – I think what they are asking you is, would you be willing to change the location of your 6-foot fence, around the tree to the corner of your patio? That is what I believe they are asking you.

**K. Pilasiewicz** – Honestly, I don’t see how and where to put it. Just because of the way these trees are laid out in the backyard. I would be willing to, of course.

**A. Zubko** – I show a tree here (*she indicates the location on the diagram*). And then, I don’t show a tree until here (*she indicates the location on the diagram*) in a picture, but I could be wrong. Where is the other tree?

**K. Pilasiewicz** – All of the branches are overlapping.

**A. Zubko** – But where is the trunk of the tree? I really don’t care about where the branches are.

**K. Pilasiewicz** – There is another one down the line. More toward the blue line. And then there is the mound of dirt.

**R. Grill** – So, you are saying that the elevation changes in your yard?

**K. Pilasiewicz** – Yes.

**M. Werden** – Is the mound grassed over?

**K. Pilasiewicz** – It is just dirt. If grass grows there, so be it. I don't want to dig into it because I don't know what is underneath it.

**J. Plonczynski** – The most logical placement would be along the easement line; parallel with the 15 foot easement line. Sometime down the line, that storm sewer may need to be repaired. The best place to put the fence would be 15 feet in. You have a 15-foot easement that parallels the house.

**R. Grill** – I spoke to the Village Engineer and he said he would prefer to have it outside of this easement. The only reason he agreed to this fence, at this location, was because the 3-foot fence was already there and not causing a problem. But his preference is to move it 15 feet outside to keep it out of the easement, which would be about 5 feet off of the patio.

**M. Werden** – Is the location of the dotted line the easement line?

**R. Grill** – Yes.

**J. Plonczynski** – You could run the fence all of the way from the back property line up to the front of the house on that 15 foot line and then come and meet the front corner of the house. Instead of angling it the way it is now. You could angle it to the front of the house.

**M. Werden** – So the red line would be moving forward?

**J. Plonczynski** – It would be parallel and then hit the front of the house. That is the most logical place if you are going to reduce the side yard setback. He would have to revise his petition and come back in front of you to do that.

**K. Pilasiewicz** – What about the trees that are still outside of the fence?

**M. Werden** - Can he possibly get some assistance then?

**J. Plonczynski** – To remove those trees?

**M. Werden** – Not to remove the trees. Assistance in plotting this out? I am not quite sure about the type of assistance he wants.

**J. Plonczynski** – Our position is that he can have a 3-foot fence. We do not plot out variances. We have given him suggestions, as Roberta said.

**R. Grill** – We suggested that to him as well.

**G. Koziol** – If there was a need to change this and follow the dotted line, I think a landscaper or whoever their draftsman or architect from the fence company is, should be able to go back to the property, look at it, and based upon these comments decide what the petitioner wants to consider. It is the homeowner's responsibility to work with whoever he wished to engage to modify the plat of survey to show a new plan. Some plats of survey even show where trees are. But the Village does not provide those services.

**M. Werden** – Were you having someone else install the fence for you, or were you doing it yourself?

**K. Pilasiewicz** – Two of my friends are doing it.

**M. Werden** – If they come back again, would we just continue this hearing so he doesn't have to re-publish the notice and everything?

**R. Grill** – If you recall, last year we had almost the identical situation up on Orchard Pass and South Bartlett Road. You made a recommendation and it failed. The petitioner then decided to submit a new application and change the location of their fence and come back before you. We closed the Public Hearing and ended the meeting. So, I would recommend that you stay consistent with that, if they choose to do that. They can choose to move forward to the Village Board with your recommendation, whatever that is, as well.

**J. Plonczynski** – I agree. You should make your recommendation. If they were to make a change similar to what you have suggested, then, it is really a new petition. It is their call to make that decision.

**R. Grill** – You would make your motion in the positive and then depending what the result, the petitioner will decide what to do from there.

**J. Plonczynski** – You don't want to be in the position of negotiating fence variations. You have to make your recommendation based on the facts that are presented and the testimony you heard tonight. That recommendation then goes to the Village Board.

**M. Werden** – Is there any other discussion from the members of the Commission? *No response from the Commissioners.*

**A motion was made to pass a positive recommendation for approval to the Village Board.**

**Motioned by: G. Koziol**

**Seconded by: B. Bucaro**

### Discussion

**M. Werden** – Normally for me, a big part of the decision process is the people that have to look directly at the zoning change and if they have objections. I am very impressed in this case that the people that are surrounding you are for this. This is very unusual. I am impressed with that and it has caused me to take another look at it, personally. It is not a common thing for us. It is hard to get a fence like this passed. I would like to see it brought back to the easement, but I guess this is something that the Village Board can decide. We are a 7 member Board and it takes 4 to have a quorum, and we are short 3 people, so it would be difficult to come to a total agreement anyway.

**Roll Call**

**Ayes:** M. Werden  
**Nays:** G. Koziol, B. Bucaro, J. Banno  
**Abstain:** None

**The motion failed to pass.**

**M. Werden** – At this point, it is basically a straw poll opinion. The Village Board will have the final say so. Stay in touch with Staff to see when this will appear on a Village Board agenda. You might want to consider some revisions. Basically this is going forward with no recommendation from us because it takes 4 people. Okay?

Old Business / New Business

**M. Werden** – Is there anything else coming up?

**J. Plonczynski** – I don't think there are any variation requests coming up for next month. I think you have all met Angela, our new Planner. She has been to a meeting before.

**B. Bucaro** – I have seen in the paper articles about a proposed housing development off of Naperville Road, south of Lake Street. What I read is about a setback variance. I believe, from what I read, the required setback is 45 feet and the original proposed setback was to 25 feet for the rear yard. Then there was a compromise at 35 feet for the rear yard. My question is, is there a variance there that would have to come before this Board?

**R. Grill** – The development is coming in as a Planned Unit Development Overlay on the SR-4 Suburban Residential Zoning District, which requires a 45 foot rear yard. As the Planned Unit Development allows for flexibility, part of that flexibility allows this developer to request a reduced setback in the rear yard. That means it will go to the Plan Commission for review and not this Board.

**J. Plonczynski** – It will be part of the plan for the overall subdivision. But, you are correct in reading it that way. That case is slated for review next week at the Plan Commission.

**B. Bucaro** – And they are doing something at Route 59 and West Bartlett Road. Are they taking topsoil off? What is going on there?

**J. Plonczynski** – Right now, that is just topsoil removal. The owner of the property contracted with a company to remove the black dirt, the topsoil from the site. We don't have a petition on that property, but it is in anticipation that there could be a development proposal soon. The owner wanted to get rid of the topsoil. That required a Special Use Permit for the removal.

**G. Koziol** – Before I read a statement into the minutes, I would like to know if there is a consensus of this Board to ask for a change in the existing Ordinance to allow for a 4-foot fence in the corner side lot instead of a 3-foot fence, as it is now. The reason for my question is that I would like to make a recommendation or a suggestion to the Village Trustees to consider that issue.

**J. Plonczynski** – If you remember, we did that before. It fell on its face. But you can propose it again.

**G. Koziol** – Do we have a general agreement that we want to change it from 3 feet to 4 feet?

**B. Bucaro** – Corner side yards are always a problem. Maybe in tonight's case a 4-foot fence wouldn't have done it for them. That's the impression I got when we tried to suggest that to them. But, I would be in favor of making that amendment.

**J. Banno** – I would also be in favor of it.

**G. Koziol** – Okay. Then this is my statement:

"At this time I think it is appropriate to make a statement related to the section of the current Ordinance referring to 3 foot fences in corner-side yard. I have to assume that Village Trustees read the minutes of

the ZBA meetings. I think it is correct when I say that for years, the ZBA has been faced with the issue of fences greater than 3 feet in the corner side yards. Numerous times, by past ZBA members and by current ZBA members, it has been stated that a more reasonable, functional, useful, practical fence height might be 4 feet. A change to the Ordinance would be a prudent action to take. If the Ordinance were to be changed to allow up to a 4-foot fence in side yards, several benefits would occur:

1. Homeowners would be able to simply apply for a fence construction permit for a 4-foot high fence;
2. Homeowners would no longer be required to submit a variance request for a 4-foot fence. (Anything over 4 feet would still require a variance);
3. Staff would not be required to manage the variance process;
4. The ZBA would no longer have to review and vote on variance requests for 4-foot fences.

We would hereby ask that the Village Board instruct Staff to review and modify the existing fence Ordinance to allow 4-foot fences in corner-side yards. If this were to be done soon, there could still be a benefit to all involved parties, this year, 2015.”

**B. Bucaro** – When was this last proposed?

**J. Plonczynski** – I think it was 4 or 5 years ago.

**B. Bucaro** – Well, there are several new Village Trustees on the Board since then.

**M. Werden** – Speaking about new Board members, will we have another meeting on security during meetings? I mean, instructions on what we should do if there were an incident or security breach during one of our meetings? I think we should have a refresher course on those procedures.

**J. Plonczynski** – We will do that again. I think they planned on conducting that “Duck and Cover” rules first at the Village Board level and then it will trickle down to the other Commissions.

The meeting adjourned at 8:37 pm.

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BEFORE THE VILLAGE OF BARTLETT  
ZONING BOARD OF APPEALS

IN RE THE MATTER OF: )  
)  
(#15-10) 1200 Pinetree Lane )  
Variation-Fence Height - )  
Public Hearing. )

REPORT OF PROCEEDINGS

July 2, 2015  
7:00 P.M.

PROCEEDINGS had and testimony taken  
before the Bartlett Zoning Board of Appeals 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. MIKE WERDEN
- MR. ROBERT CARNEY
- MS. PATTI HANSON
- MR. GEORGE KOZIOL
- MR. ROBERT BUCARO
- MS. LINDA HANSON

ALSO PRESENT:

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

1 CHAIRMAN WERDEN: All right. 7:00. I'd like  
2 to call to order the meeting of the Zoning Board  
3 of Appeals, the village of Bartlett, counties of  
4 Cook, DuPage, and Kane.

5 Please call the roll.

6 MR. PLONCZYNSKI: Mike Werden.

7 CHAIRMAN WERDEN: Here.

8 MR. PLONCZYNSKI: George Koziol.

9 MR. KOZIOL: Here.

10 MR. PLONCZYNSKI: Bob Bucaro.

11 MR. BUCARO: Here.

12 MR. PLONCZYNSKI: Patti Hanson.

13 MS. P. HANSON: Here.

14 MR. PLONCZYNSKI: Robert Carney.

15 MR. CARNEY: Here.

16 MR. PLONCZYNSKI: Linda Hanson.

17 MS. L. HANSON: Here.

18 MR. PLONCZYNSKI: Joe Banno.

19 You have a quorum.

20 CHAIRMAN WERDEN: Okay. You have before you  
21 the minutes from the June 4th meeting. Chair  
22 will entertain a motion to approve.

23 MR. KOZIOL: So moved.

24 MR. BUCARO: Second.

1 CHAIRMAN WERDEN: Moved by George. Seconded  
2 by Bob. Please call the roll.  
3 MR. PLONCZYNSKI: George Koziol.  
4 MR. KOZIOL: Yes.  
5 MR. PLONCZYNSKI: Bob Bucaro.  
6 MR. BUCARO: Yes.  
7 MR. PLONCZYNSKI: Patti Hanson.  
8 MS. P. HANSON: Abstain.  
9 MR. PLONCZYNSKI: Robert Carney.  
10 MR. CARNEY: Abstain.  
11 MR. PLONCZYNSKI: Linda Hanson.  
12 MS. L. HANSON: Abstain.  
13 MR. PLONCZYNSKI: Mike Werden.  
14 CHAIRMAN WERDEN: Yes.  
15 MR. PLONCZYNSKI: Minutes approved.  
16 CHAIRMAN WERDEN: Okay. You have before you  
17 case No. 15-10, 1200 Pinetree Lane.  
18 Are the petitioners present?  
19 MS. ZUBKO: Yes, they are.  
20 MR. PILASIEWICZ: Yes.  
21 CHAIRMAN WERDEN: Okay. Please step forward  
22 to the microphone --  
23 MS. PILASIEWICZ: Hello.  
24 CHAIRMAN WERDEN: -- and raise your right hand.

1 (Witness sworn.)

2 CHAIRMAN WERDEN: Okay. Do we have the  
3 mailings, the newspaper article, and picture of  
4 the sign?

5 MS. ZUBKO: Yes, we do.

6 CHAIRMAN WERDEN: Mark those Exhibits A, B,  
7 and C.

8 Go ahead and present your case.

9 MS. PILASIEWICZ: We are here to ask to have a  
10 variance approved for a six-foot fence 15 feet  
11 away from property line. I'm sorry. I'm a bad  
12 speaker so I just jotted some information down  
13 and I'll read it to you, if you don't mind.

14 As we were here a month ago and had a no  
15 vote on a fence where the existing fence is right  
16 now. However, we received a favorable  
17 recommendation and we would like to take the  
18 opportunity of this recommendation as safety for  
19 our family is the most important to us.

20 Moving to our home, we plan to replace the  
21 old fence to make our house safe for our kids and  
22 a dog. However, we were not aware of the fence  
23 ordinance. We believe a six-foot fence will not  
24 cause traffic safety issues. Due to our

1 property's unique placement, we are at a curve on  
2 Struckman and Pinetree.

3 According to Business Insider article,  
4 nine things that will crash homes values dated  
5 May 13, 2013, fence is not a factor in lowering  
6 property values. The nine things that cause,  
7 according to this article from Business Insider,  
8 are sinkholes, city dumps, hoarders, foreclosures  
9 nearby, noisy neighbors, threat of fracking,  
10 registered sex offenders, tacky billboards --

11 CHAIRMAN WERDEN: Excuse me. I'm sorry.  
12 Where was this article?

13 MS. PILASIEWICZ: Business Insider.

14 CHAIRMAN WERDEN: We have a court reporter  
15 tonight because we don't have a live person to  
16 take the minutes. Could you speak up maybe a  
17 little bit better. Maybe into the microphone.

18 MS. PILASIEWICZ: Okay. It was an article  
19 from Business Insider dated May 13, 2013, nine  
20 things that will crash home values, and that  
21 article did not point out fence being one of  
22 them.

23 We're very open family and our neighbors  
24 have nothing against us putting a six-foot fence;

1 and our last meeting, we had 20 signatures plus  
2 eight neighbors came with us to support us with  
3 this variation request. Unfortunately, some of  
4 our neighbors couldn't be here today as they  
5 were -- they are gone for vacation. During this  
6 time, we are looking after their home.

7 By no means are we trying to separate  
8 ourselves from our neighborhood, neither do we  
9 think are neighbors who have six-foot fences do.  
10 We are trying to have a safe backyard for our  
11 kids. As a parent, we want to provide safety as  
12 always possible and we believe that a six-foot  
13 fence will provide a piece of mind safety from  
14 the high speeding vehicles on Struckman; and as  
15 to the chief of police, is a constant problem the  
16 police department is working on.

17 We hope you will take our family's safety  
18 as a priority and approve the request. Thank  
19 you.

20 CHAIRMAN WERDEN: Are you going to speak?

21 MR. PILASIEWICZ: Yes. Good evening. One  
22 more thing, like, from the last meeting as well,  
23 the style of the fence we chose was one of the  
24 reason, the shadowbox, so it's not as private.

1 Again, as you walk through the trail or drive,  
2 you can see the entire yard the way the pickets  
3 are aligned, so, again, just to prove our point  
4 that we're not concerned about our privacy. It's  
5 not for privacy. It's not for our leisure. It's  
6 strictly for safety of our family. Thank you.

7 CHAIRMAN WERDEN: Any questions from the  
8 board?

9 MR. KOZIOL: I don't have any questions, but I  
10 went back out at the property and very carefully  
11 reviewed your new proposal, reviewed all of the  
12 fences that are indicated on the map along  
13 Struckman. I have to say that there are a number  
14 of six-foot stockade-type fences that are in,  
15 what I call, the side sight line of a house.  
16 Because of your lot and the fact that it curves  
17 in on Struckman Boulevard, it makes it difficult  
18 to come straight off a side of that building.

19 I have to compliment you. I think this is  
20 a good compromise; and the fact that it's not a  
21 board-on-board fence, personally I like that  
22 better. I still rather see a three- or four-foot  
23 fence, something closer to the ordinance, but I  
24 think this is a good compromise, especially when

1 I looked very carefully at all of the other fences  
2 along Struckman Boulevard. I could be -- I could  
3 make a positive recommendation on your request.

4 MR. PILASIEWICZ: Thank you.

5 CHAIRMAN WERDEN: Going along with what George  
6 said, I also drove along Struckman and looked.  
7 There are some fences that are a little bit in  
8 disrepair, which is typically a problem with the  
9 wooden fences if people don't keep them up. Even  
10 farther west on Driftwood, when you start getting  
11 a bunch of five- and six-foot fences, it starts  
12 to give you a canyon effect, kind of like what we  
13 have along Newport Boulevard, but as George said,  
14 this is -- this has a little better eye appeal  
15 than what your last one had, but six feet is kind  
16 of hard to swallow on the side. It is better  
17 that it's not a solid fence, I agree, and I was  
18 impressed that all the people that were here last  
19 time that would have to look at it seemed to be  
20 supportive of that. We do take that into  
21 account.

22 The map that we have with all the  
23 different fences, most of them are in compliance  
24 and there are only a couple that needed variances

1 and they had kind of different situations. You  
2 do have an unusual situation in that your lot is  
3 not typical; and even the placement of the house  
4 on the lot, and as George stated, it's hard to  
5 come off a corner of it and try to get things  
6 looking right. Looks like we do have other  
7 people. Some of them were here before too.

8 MR. PILASIEWICZ: Yes.

9 CHAIRMAN WERDEN: Anyone else have any  
10 comments?

11 MR. BUCARO: I just wanted to agree with  
12 George. I think the key word is compromise. I  
13 mean, we had lengthy discussions last time on why  
14 we felt, you know, it was something difficult to  
15 approve, but by compromising and kind of coming  
16 right down the middle there, I think that's  
17 something that's workable.

18 MS. HANSON: I think that your request -- I  
19 wasn't here for the last meeting, but certainly  
20 just visually and driving by your property, I  
21 understand your reasoning, but your new request  
22 is much better than the previous one.

23 MR. BUCARO: I take it then this is going to  
24 work with your trees?

1           MR. PILASIEWICZ: Yes. Some of the  
2   landscaping, unfortunately, we will have to trim,  
3   cut down, but that's acceptable. At least we  
4   won't have to cut any big trees, so that's good.

5           CHAIRMAN WERDEN: Anyone else before we open  
6   it up to the public?

7           At this point, I shall open the meeting up  
8   to the public. Is there anyone in the audience  
9   that wishes to speak?

10          MR. PLONCZYNSKI: I have Lydia Saric has  
11   filled out and desires to speak.

12          MR. SMITH: I'm Robert Smith.

13          MR. PLONCZYNSKI: Sir, Lydia is first. Did  
14   you fill one of these out?

15          MR. SMITH: Oh, I'm sorry.

16          CHAIRMAN WERDEN: If you fill one of the forms  
17   out, then we don't have to stop to swear you in.

18          MS. SARIC: I thank you. My name is Lydia  
19   Saric. I'm a resident of Bartlett since 1979,  
20   and I live at 1201 Dogwood Lane, so my property  
21   backs up to the petitioner's property. I just  
22   wanted to reiterate my support.

23           I saw in person they walked me through --  
24   about a week ago they walked me through what

1 their new application would be; and while it is a  
2 little bit disappointing that they're going to  
3 have clear out some of their landscaping to get  
4 the compromise done, but it still, I think, is  
5 going to look good in the neighborhood and really  
6 in favor of the reasoning that they're giving,  
7 which is for the safety of their children and of  
8 their pets, so I'm in favor of this new proposal  
9 as well, and I think that it meets some of the  
10 requirements in terms of the uniqueness of their  
11 property because their house being at an angle  
12 from the property line. It's almost, I think,  
13 almost a 30-degree angle, the difference between,  
14 like, the sidewalk and, like, the line of the  
15 property and then the angle of their house and,  
16 you know, the angle of their patio, et cetera, so  
17 I think this is a good plan. I think it's going  
18 to look good in the neighborhood and I'm in favor  
19 of it. Thank you.

20 MS. HANSON: Thank you.

21 MR. SMITH: Good evening, board. My name is  
22 Robert Smith. At the last meeting I told  
23 everyone that I was the first resident on  
24 Pinetree Lane there and I'm not trying to dispute

1 anything.

2 The only thing that the neighbors have  
3 asked me because I've been there for -- since  
4 1978 is on Struckman Boulevard, as you're fully  
5 aware of now, there are four other homes that  
6 have a six-foot fence, corner lot by the  
7 sidewalk. I'm not trying to degrade any  
8 situation, but we just don't know why that is,  
9 why those four homes have this within reaching  
10 distance of the sidewalk and then -- we just  
11 don't know, that's all. We just wanted to see if  
12 we could get an answer to that, you know, why  
13 those four homes obviously have been given a  
14 permit to have put their fences right by the  
15 sidewalk and they're fully six foot?

16 CHAIRMAN WERDEN: Do you have something to  
17 say, though, about this petition?

18 MR. SMITH: I'm sorry?

19 CHAIRMAN WERDEN: Do you have something to say  
20 about this petition? We're not here to address  
21 the other ones.

22 MR. SMITH: Well, the petition was about  
23 originally putting the fence right by the  
24 sidewalk. I'm just going back to the other

1 meeting, that's all. That's all I wanted to say,  
2 why those four fences and then he has to change  
3 what he wants to do for --

4 CHAIRMAN WERDEN: Are you in favor of what he  
5 is presenting tonight or are you opposed to it?

6 MR. SMITH: I'm in favor of. We just wanted  
7 to get some kind of an opinion on why these four  
8 other homes have their fence right on the  
9 sidewalk here.

10 CHAIRMAN WERDEN: I don't know. We're not  
11 here to address that and we're not going to.  
12 That's not our place.

13 MR. Smith: Okay. That's all I wanted to say.

14 MS. ZUBKO: Robert, can you sign this?

15 CHAIRMAN WERDEN: Anyone else? Any other  
16 opinions?

17 MR. KOZIOL: Am I correct in assuming that  
18 staff worked very closely with these homeowners  
19 on this issue?

20 MS. ZUBKO: Yes, we went out there. Chris,  
21 actually, kindly spray painted where that 15-foot  
22 line is and then we went out there and verified,  
23 Jim and I, and made sure everything would be okay  
24 and that was the right area.

1 MR. KOZIOL: I have to give a compliment to  
2 staff. I think this is above and beyond the call  
3 of duty. There have been very few of these in  
4 the past; and, again, I have to say to the  
5 homeowner thank you for the compromise and trying  
6 to work with us in coming up with a solution that  
7 makes everyone happy.

8 MR. PILASIEWICZ: Thank you.

9 CHAIRMAN WERDEN: Any other comments or  
10 motions?

11 MR. KOZIOL: I would make a motion to the  
12 Village trustees to approve the appeal for  
13 variance for --

14 CHAIRMAN WERDEN: Positive recommendation.

15 MR. KOZIOL: Positive recommendation for the  
16 property at 1200 Pinetree Lane, from a variation  
17 of six-foot high fence.

18 CHAIRMAN WERDEN: It's been moved by George to  
19 recommend approval of the variation for the  
20 six-foot fence. Do we have a second?

21 MS. P. HANSON: Second.

22 CHAIRMAN WERDEN: It's been seconded by Patti.  
23 At this point, we shall close the public hearing  
24 portion.

1           Any further discussion? Please call the  
2 the roll.

3           MR. PLONCZYNSKI: George Koziol.

4           MR. KOZIOL: Yes.

5           MR. PLONCZYNSKI: Patti Hanson.

6           MS. P. HANSON: Yes.

7           MR. PLONCZYNSKI: Bob Bucaro.

8           MR. BUCARO: Yes.

9           MR. PLONCZYNSKI: Robert Carney.

10          MR. CARNEY: Yes.

11          MR. PLONCZYNSKI: Linda Hanson.

12          MS. L. HANSON: Yes.

13          MR. PLONCZYNSKI: Mike Werden.

14          CHAIRMAN WERDEN: No.

15          MR. PLONCZYNSKI: Motion carried.

16          CHAIRMAN WERDEN: Okay. Stay in touch then  
17 with Angela to find out when this appears on the  
18 Village board. You have a positive recommendation  
19 going into the Village board meeting. That's it.

20                 Any old business? New business coming up?

21          MR. PLONCZYNSKI: I have none. I don't know  
22 if there is going to be a meeting next month. We  
23 have talked to people about variances, but so far  
24 we have not received any. Angela?

1 MS. ZUBKO: No, I haven't heard of anything  
2 either.

3 MR. CARNEY: I have a little bit of new news.  
4 This will be my last meeting. My wife and I  
5 purchased a home in Bartlett; however, it's in  
6 unincorporated Bartlett and is outside the  
7 reaches of the ZBA, so with that --

8 MS. HANSON: Thank, Mr. Carney, for your  
9 service.

10 CHAIRMAN WERDEN: Too bad we don't have cake  
11 and coffee for you. We appreciate all the  
12 service that you've given. We've enjoyed working  
13 with you.

14 MR. CARNEY: It's been an absolute pleasure.

15 CHAIRMAN WERDEN: May your replacement soon  
16 come to the surface.

17 Anything else?

18 MR. KOZIOL: As Mike said, you'll be missed.  
19 We appreciate the effort and the time that you've  
20 put in over the time you've been on the ZBA with  
21 us. Thank you and good luck in future endeavors.

22 MR. CARNEY: Thank you.

23 CHAIRMAN WERDEN: At this point, I shall  
24 entertain a motion to dismiss.

1 MR. CARNEY: Adjourn.

2 MS. P. HANSON: Second.

3 CHAIRMAN WERDEN: Moved by Robert. Seconded  
4 by Patti. All in favor.

5 (A chorus of ayes.)

6 CHAIRMAN WERDEN: Opposed. I didn't think so.  
7 That's it.

8 (Proceedings concluded at  
9 7:17 p.m.)

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

4 LYNN M. EVANS, CSR, being first duly  
5 sworn on oath says that she is a court reporter  
6 doing business in the state of Illinois; that she  
7 reported in shorthand the proceedings given at  
8 the taking of said public hearing and that the  
9 foregoing is a true and correct transcript of her  
10 shorthand notes so taken as aforesaid, and  
11 contains all the proceedings given at said public  
12 hearing.

13  
14  
15 -----  
16 LYNN M. EVANS, CSR  
17 CSR No. 084-003473  
18  
19  
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21  
22  
23  
24

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**ORDINANCE 2015-**

**AN ORDINANCE GRANTING A FENCE VARIATION  
FOR 1200 PINETREE LANE**

**WHEREAS**, a public hearing has heretofore been held by the Bartlett Zoning Board of Appeals (the "Zoning Board") on July 2, 2015 pursuant to public notice as required by law, with respect to the petition of Krzysztof Pilasiewicz, (the "Owner") for a three (3) foot variation from the maximum fence height of three (3) feet, to allow a six (6) foot high shadow box fence to be constructed in the required corner side yard, fifteen feet from the corner side property line in the SR-4, Suburban Residential Zoning District; and

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

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

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

**SECTION ONE:** The corporate authorities hereby make the following findings of fact:

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

b. That conditions upon which the petition for the variation are based

are unique to the property and are not applicable, generally, to other property within the same zoning classification.

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

d. That the hardship is caused by the provisions of the Bartlett Zoning Ordinance and has not been created by any person presently having an interest in the Property.

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

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

g. That the granting of the variation requested will not confer on the applicant any special privilege that is denied by the provisions of the Bartlett Zoning Ordinance to other lands, structures or buildings in the same district.

**SECTION TWO:** A fence variation to allow a six (6) foot high shadowbox fence to be constructed in the required corner side yard, setback fifteen feet from the corner side property line along Struckman Boulevard. The property is Lot 519 in the Kenroy's Apple Orchard Re-subdivision Unit 6 in the SR-4, Suburban

Residential Zoning District is hereby granted for the property, commonly known as 1200 Pinetree Lane, Bartlett, Illinois and legally described as follows:

**LOT 519 IN KENROY'S APPLE ORCHARD SUBDIVISION NO. 6, UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ AND PART OF THE SOUTHEAST ¼ OF SECTION 10, TOWNSHIP 40 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED ON NOVEMBER 7, 1977, AS DOCUMENT R77-102141, IN DUPAGE COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 01-10-403-010**

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED: this 21<sup>st</sup> day of July, 2015**

**APPROVED: this 21<sup>st</sup> day of July, 2015**

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**Kevin Wallace, Village President**

**ATTEST:**

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**Lorna Giles, Village Clerk**

**CERTIFICATION**

**I, Lorna Giles, 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 July 21, 2015, approved on July 21, 2015 as the same appears from the official records of the Village of Bartlett.**

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**Lorna Giles, Village Clerk**



## Agenda Item Executive Summary

Item Name	Committee or Board	Board
Brewster Creek TIF Developer Note		

### BUDGET IMPACT

Amount:	\$386,200	Budgeted	\$386,200
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List what  
fund            Brewster Creek TIF Project

### EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #3, Payout #26

### ATTACHMENTS (PLEASE LIST)

Finance Memo 2015-17, dated July 13, 2015

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff:            Jeff Martynowicz/Finance Director

Date:            07/13/2015



**Village of Bartlett  
Finance Department Memo  
2015 - 17**

**DATE:** July 13, 2015

**TO:** Valerie Salmons, Village Administrator

**FROM:** Jeff Martynowicz, Finance Director

**SUBJECT:** Brewster Creek TIF Developer Note #3 Payout #26

In November 2007, the Board authorized the Village to issue Developer Note #3, not to exceed \$10,400,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the Village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached are a resolution and several documents to approve the 26<sup>th</sup> development note #3 payout request for the Brewster Creek TIF development. The requested amount is \$386,200.00. The note requires the reimbursements to be in even increments of \$100. The total requested including this payout is \$3,223,100. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Payment Request
2. Memorandum of Payment
3. Owner's Sworn Statement
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

**MOTION:** I move to approve Resolution Number 2015-\_\_\_\_\_ A Resolution Approving of Disbursement Request for Payout No. 26 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

**RESOLUTION 2015- -R**

**A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 26 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2007 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT**

**WHEREAS**, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

**WHEREAS**, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2007, in an amount not to exceed \$10,400,000 (the "Series 2007 Subordinate Note"); and

**WHEREAS**, ECS has delivered to the Village its twenty-sixth Memorandum of Payment requesting that it be reimbursed the sum of \$386,200.00 in Project Costs for Payout No. 26 from the Subordinate Lien Tax Increment Revenue Note; and

**WHEREAS**, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") in support of its twenty-sixth Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by the twenty-sixth Memorandum of Payment request; and

**WHEREAS**, The Series 2007 Subordinate Note requires advances to be in even increments of \$100,

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

**SECTION ONE:** The Memorandum of Payment No. 26 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2007 Subordinate Note in the sum of \$386,200.00 is hereby approved.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** July 21, 2015

**APPROVED:** July 21, 2015

---

Kevin Wallace, Village President

**ATTEST:**

---

Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015- R, enacted on July 21, 2015 and approved on July 21, 2015, as the same appeared from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk

**DEVELOPER NOTE #3**  
**MEMORANDUM OF PAYMENT NO. 26**

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$386,200.00 bearing an interest rate at 9.0% per annum.

**ELMHURST-CHICAGO STONE COMPANY**

By:           Kenneth J. Salner          

Dated:           7-6-15

**DEVELOPER NOTE #3**  
**OWNER'S SWORN STATEMENT TO CHICAGO TITLE INSURANCE COMPANY**

Commitment No.

Draw No. 26

State of Illinois, County of Du Page

THE AFFIANT, Kenneth J Lahner, being duly sworn on oath deposes and says that he is Vice President of Elmhurst Chicago Stone Company 400 West 1st Street, Elmhurst, IL 60126, owner for the premises in Du Page County, Illinois described on Exhibit A attached hereto

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of such persons, the amounts paid and the amount due or to become due to each.

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Bryan E. Mraz & Associates 111 East Irving Park Road Roselle, IL 60172	Legal Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Faermark, Mindel & Williams LLC 1900 South Highland - Suite 100 Lombard, IL 60148	Legal Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Chapman & Cutler P O Box 71291 Chicago, IL 60694	Legal Fees	\$52,000.00	\$0.00	\$0.00	\$52,000.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Geotechnical Exploration	\$14,863.93	\$0.00	\$0.00	\$14,863.93	\$0.00	\$0.00
Village of Bartlett West Suburban Bank	Rounding	\$289.22	\$0.00	\$0.00	\$289.22	\$0.00	\$0.00
Encap, Inc 1709 Afton Road Sycamore, IL 60178	Wetlands Management	\$223,555.21	\$0.00	\$0.00	\$223,555.21	\$0.00	\$0.00
Planning Resources, Inc 402 West Liberty Drive Wheaton, IL 60187	Wetlands Monitoring	\$70,917.03	\$0.00	\$0.00	\$70,917.03	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Spitzer Road	\$2,188.05	\$0.00	\$0.00	\$2,188.05	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	\$95,715.00	\$0.00	\$0.00	\$95,715.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Fire Station	\$16,415.90	\$0.00	\$0.00	\$16,415.90	\$0.00	\$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	\$3,442.41	\$0.00	\$0.00	\$3,442.41	\$0.00	\$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Grade Spitzer Road at Fire Station	\$9,741.76	\$0.00	\$0.00	\$9,741.76	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bartlett Quarry Professional Surveying	\$3,546.80	\$0.00	\$0.00	\$3,546.80	\$0.00	\$0.00
Lake County Grading Co, LLC P O Box L Libertyville, IL 60048	Lot 9E Mass Grading	\$245,943.80	\$0.00	\$0.00	\$245,943.80	\$0.00	\$0.00

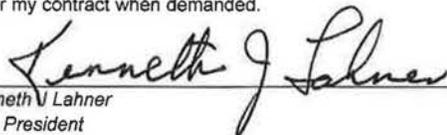
NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road at Fire Station Paving	\$45,595.00	\$0.00	\$0.00	\$45,595.00	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road Paving	\$5,367.91	\$0.00	\$0.00	\$5,367.91	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Blvd Ext	\$8,298.24	\$0.00	\$0.00	\$8,298.24	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Boulevard	\$381,263.38	\$0.00	\$0.00	\$381,263.38	\$0.00	\$0.00
Fleming's Landscape 1828 Arabian Avenue Naperville, IL 60565	Dania Frontage Tree & Seed	\$1,290.00	\$0.00	\$0.00	\$1,290.00	\$0.00	\$0.00
Com Ed C/O V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Electric Service Hardt & Humbracht	\$7,127.67	\$0.00	\$0.00	\$7,127.67	\$0.00	\$0.00
Landworks, Ltd 751 S. Bolingbrook Drive Link #17 Bolingbrook, IL 60440	Minador Wetlands Mitigation	\$107,589.34	\$0.00	\$0.00	\$107,589.34	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Repair Potholes and Fire Hydrant	\$3,978.50	\$0.00	\$0.00	\$3,978.50	\$0.00	\$0.00
La Fayette Home Nursery RR 1 Box 1A La Fayette, IL 61449	Controlled Burn of Wetland Slopes	\$7,950.00	\$0.00	\$0.00	\$7,950.00	\$0.00	\$0.00
Anchor Electric 291 East St Charles Road Carol Stream, IL 60188	Humbracht Circle Ext Street Lighting	\$72,152.39	\$0.00	\$0.00	\$72,152.39	\$0.00	\$0.00
R-Mark Wildlife Mgt P O Box 3992 St Charles, IL 60174	Muskrat & Beaver Control	\$4,075.00	\$0.00	\$0.00	\$4,075.00	\$0.00	\$0.00
Pizzo and Associates, Ltd P O Box 98 136 Railroad Street Leland, IL 60531	Wetlands Management	\$153,569.10	\$0.00	\$0.00	\$153,409.36	\$0.00	\$159.74
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Respread Topsoil on Wetland Slopes	\$2,185.00	\$0.00	\$0.00	\$2,185.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Topographic Mapping	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Blvd Pavement Rehab	\$41,500.00	\$0.00	\$0.00	\$41,500.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Surveying Consulting Services	\$25,078.00	\$0.00	\$0.00	\$25,078.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Parking	\$69,425.00	\$0.00	\$0.00	\$55,025.00	\$9,500.00	\$4,900.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9B	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Neenah Grates	\$4,315.68	\$0.00	\$0.00	\$4,315.68	\$0.00	\$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B Mass Grading	\$449,822.50	\$0.00	\$0.00	\$449,822.50	\$0.00	\$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B, 9C, 9H, & 9I Mass Grading	\$1,988,727.30	\$0.00	\$47,825.94	\$430,433.46	\$338,343.53	\$1,219,950.31
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP 2015 Mass Grading - Bidding, Final Engineering, Topographic Mapping for Lots 9B, 9G, 9H, 9I	\$58,000.00	\$0.00	\$0.00	\$58,000.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Lot 9 Arco Murray - Bidding	\$10,750.00	\$0.00	\$0.00	\$10,750.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Lot 9 Arco Murray - Final Engineering & Topographic Mapping	\$52,500.00	\$0.00	\$0.00	\$52,500.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP Lot 9 MG - Construction Management	\$80,000.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$30,000.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Sanitary Sewer Grading	\$33,641.75	\$0.00	\$0.00	\$33,641.75	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Mass Grading	\$41,701.81	\$0.00	\$0.00	\$41,701.81	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Land Planning, Engineering & Surveying Services	\$4,170.00	\$0.00	\$0.00	\$4,170.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lot 9B Mass Grading- Material Testing	\$34,300.00	\$0.00	\$0.00	\$14,157.50	\$0.00	\$20,142.50
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lots 9B, 9G, 9H & 9I Mass Grading - Material Testing	\$61,060.00	\$0.00	\$0.00	\$5,118.00	\$13,339.00	\$42,603.00

AMOUNT OF ORIGINAL CONTRACT	\$4,539,052.68	WORK COMPLETED TO DATE	\$3,269,123.07
EXTRAS TO CONTRACT	\$0.00	LESS: 0.00% RETAINED	\$47,825.94
TOTAL CONTRACT AND EXTRAS	\$4,539,052.68	NET AMOUNT EARNED	\$3,221,297.13
CREDITS TO CONTRACT			
ADJUSTED TOTAL CONTRACT	\$4,539,052.68	NET PREVIOUSLY PAID	\$2,835,114.60
		NET AMOUNT OF THIS PAYMENT	\$386,182.53
		BALANCE TO BECOME DUE (Inc. Retention)	\$1,317,755.55

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 100% of the cost of work completed to date.

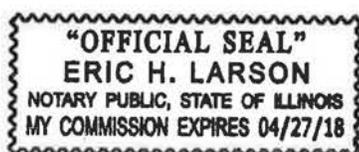
I agree to furnish Waivers of Lien for the material under my contract when demanded.

  
 Kenneth J. Lahner  
 Vice President

Subscribed and sworn before me this 6th day of July, 2015

The above sworn statement should be obtained by the owner before each and every payment

  
 Eric H. Larson  
 Notary



July 13, 2015

Mr. Jeff Martynowicz, Director of Finance

RE: DEVELOPER NOTE # 3 MEMORANDUM  
OF PAYMENT # 26 – RELATIVE TO THE  
REDEVELOPMENT AND FINANCING  
AGREEMENT BETWEEN THE VILLAGE  
OF BARTLETT AND ELMHURST CHICAGO  
STONE COMPANY

Dear Jeff:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The Developer Note # 3 Memorandum of Payment # 26 from Elmhurst Chicago Stone Company requesting payment in the amount of \$ 386,200.00 to reimburse itself for monies spent on the project for the period of MAY 21, 2015 through MAY 31, 2015;
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have also reviewed the certification of V3 Companies, V3 Construction, Martam Construction and Terracon Consultants stating that the work has been completed and materials are in place as indicated on the Developer Note # 3 Memorandum of Payment # 26. Based on periodic field observations and review of supporting documents submitted, we concur with the opinion of V3 Companies, V3 Construction, Martam Construction and Terracon Consultants that the work has been completed and materials are in place as indicated in the Developer Note # 3 Memorandum of Payment # 26, covered by the dates May 21, 2015 through May 31, 2015.

Please contact our office if there are any questions.

Bartlett Village Engineer

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

Robert Allen, P.E.

cc: Todd Dowden, Finance Department  
Dan Dinges, P.E., Director of Public Works  
Kenneth Lahner, Elmhurst Chicago Stone Company  
Bryan Mraz, Village Attorney



---

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

---

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

DATE: June 23, 2015

RE: Executive Session Minutes

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**CONFIDENTIAL – SUBJECT TO ATTORNEY/CLIENT PRIVILEGE**

The attached Resolution is necessary to comply with the Open Meetings Act, which requires the Board to review its executive session minutes semi-annually for the purpose of determining which minutes can be released for public inspection and which minutes shall remain confidential. Section One of the Resolution approves of new executive session minutes from September 16, 2014 through April 21, 2015, which neither the old Board nor the new Board has yet seen or approved. Those minutes start after the first tab in the attached enclosure entitled "APPROVE" and will be approved pursuant to Section One of the attached Resolution if it passes.

All executive session minutes, including minutes of meetings that occurred before a Trustee or the Village President took office, must be reviewed semi-annually to determine whether the need for confidentiality still exists. I have re-reviewed all of the executive session minutes that the Board last determined should remain confidential on February 14, 2014, along with the new executive session minutes since then, and I have prepared the attached Resolution which incorporates my recommendations as to which minutes should be released under the second tab entitled "RELEASE", and which executive session minutes I recommend should continue to be held and remain confidential under the third tab entitled "HOLD". In addition, recorded verbatim transcripts of minutes do not need to be kept when more than 18 months has passed since their completion and the minutes of those meetings approved. Section Four of the Resolution provides that the recordings can be destroyed and the minutes of those meetings will stand as the record for those meetings.

Therefore, I recommend the Board pass the attached Resolution entitled "A Resolution Approving Certain Executive Session Minutes and Determining Which Executive Session Minutes to Release or Hold as Confidential After Semi-Annual Review, and Authorizing the Destruction of Verbatim Records of Certain Closed Sessions."

The press has been given a copy of the Resolution, but not any of the executive session minutes.

**RESOLUTION 2015- -R**

**A RESOLUTION APPROVING CERTAIN EXECUTIVE SESSION MINUTES  
AND DETERMINING WHICH EXECUTIVE SESSION MINUTES  
TO RELEASE OR HOLD AS CONFIDENTIAL AFTER SEMI-ANNUAL  
REVIEW, AND AUTHORIZING THE DESTRUCTION OF VERBATIM  
RECORDS OF CERTAIN CLOSED SESSIONS**

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

**SECTION ONE:** That the Executive Session minutes for the  
following dates are hereby approved:

September 16, 2014  
November 4, 2014  
January 6, 2015

January 20, 2015  
February 17, 2015  
April 21, 2015

**SECTION TWO:** That the minutes or portions of minutes for the following  
executive sessions shall hereby be made available to the public for inspection, as the  
Board finds they no longer require confidential treatment:

2/1/2005 Item 2  
7/5/2005 (all)  
2/7/2006 Item 1  
10/17/2006 Item 1  
10/6/2009 Item 2  
12/15/2009 Item 2  
2/16/2010 Item 1

9/7/2010 (all)  
9/6/2011 (all)  
10/18/2011 (all)  
12/6/2011 (all)  
3/6/2012 Item 1  
4/3/2012 (all)  
4/10/2012 (all)  
11/5/2013 (all)

**SECTION THREE** That the minutes or portions of minutes for the following  
Executive Sessions shall hereby remain closed, because the Board finds the need for  
confidentiality as to all or a part of such minutes still exists:

2/6/2001 (all)	8/15/2006 Item 1	7/21/2009 Item 1	1/2/2013 (all)
	8/15/2006 Item 2	9/1/2009 Item 1	2/5/2013 (all)
11/19/2002 (all)	9/19/2006 (all)	9/1/2009 Item 2	6/4/2013 (all)
	10/3/2006 Item 1	10/6/2009 Item 2	9/3/2013 (all)
3/4/2003 (all)	11/7/2006 Item 1	11/17/2009(Session#1, Item 1)	11/19/2013 (all)
	11/7/2006 Item 3	12/15/2009 Item 2	
6/1/2004 (all)	11/7/2006 Item 4		9/16/2014 Item 1
	12/19/2006 (all)	2/16/2010 Item 1	9/16/2014 Item 2
2/15/2005 Item 1		2/16/2010 item 2	9/16/2014 Item 3
2/15/2005 Item 2	4/3/2007 (all)	3/16/2010 (all)	11/4/2014 (all)
3/1/2005 (all)	7/17/07 Item 2	7/20/2010 (all)	
3/15/2005 (all)	9/18/2007 (all)	10/19/2010 (all)	1/6/2015 (all)
6/21/2005 (all)			1/20/2015 (all)
8/16/2005 Item 1	5/6/2008 (all)	1/4/2011 (all)	2/17/2015 (all)
8/16/2005 Item 2	12/2/2008 (all)	4/19/2011 Item 1	4/21/2015 (all)
9/6/2005 Item 1		6/7/2011 Item 1	
1/17/2006 Item 3	3/17/2009 Item 1	3/6/2012 Item 2	
3/21/2006 Item 1	3/17/2009 Item 3	7/17/2012 (all)	
6/20/2006 (all)	4/21/2009 Item 3	10/16/2012	
7/18/2006 Item 1	5/5/2009 (all)		
7/18/2006 Item 2	6/16/2009 (all)		

**SECTION FOUR:** Pursuant to Section 2.06(c) of the Open Meetings Act (5 ILCS 120/2.06(c)), the Village Board hereby approves of the destruction of the verbatim records of the following executive session meetings, as more than eighteen (18) months has passed since the completion of the meeting so recorded, and the Village Board has approved of the written minutes of said meetings which meet the requirements of Section 2.06(a) of the Open Meetings Act (5 ILCS 120/2.06(a)):

10/16/2012	9/3/2013
1/2/2013	11/5/2013
2/5/2013	11/19/2013
6/4/2013	

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

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

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

**ROLL CALL VOTE:**

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

**NAYS:** None

**ABSENT:** None

**PASSED:** July 21, 2015

**APPROVED:** July 21, 2015

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Kevin Wallace, Village President

**ATTEST:**

---

Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015- -R enacted on July 21, 2015, and approved on July 21, 2015, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk





## Agenda Item Executive Summary

Item Name Jain Society Committee or Board Village Board

### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT** (a) to allow for a DJ in the parking lot for a MELA (Fun Fair) at 435 N. Route 59 on Saturday, August 1<sup>st</sup> from 9:00 A.M. to 10:00 P.M.

### ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map, Motion

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion: To approve the Amplifier Permit for Jain Society at 435 N. Route 59

Staff: Jim Plonczynski

Date: 7/21/15

COMMUNITY DEVELOPMENT MEMORANDUM

15-150

**DATE:** July 10, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request

---

Attached is the application from the Jain Society, requesting approval for a permit to operate an amplifier for a Disc Jockey for a MELA (Fun Fair) at the parking lot of 435 N. Route 59. This event is scheduled to take place on Saturday, August 1, 2015 from 9:00 A.M. to 10:00 P.M.

Attached for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits on Sunday, or **after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

For Office Use Only:  
**RECEIVED**  
Permit **COMMUNITY DEVELOPMENT**  
Received: **JUL 01 2015**  
**VILLAGE OF BARTLETT**



201501338

**Village of Bartlett**  
Community Development Dept.  
228 S. Main Street  
Bartlett, IL 60103  
Ph: (630) 540-5940  
Fax: (630) 540-5436  
E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:** Jain Society  
~~ARLINGTON RENTAL~~ 435N RT 59 BARTLETT IL-60103 8478700287  
NAME ADDRESS PHONE

**ADDRESS OF EVENT:** PARKING LOT 51471

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:** Jain Society 13775  
~~ARLINGTON RENTAL~~ 435N RT 59 BARTLETT IL-60103 8478700287  
NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:**  
MELA (FUNFAIR) IN PARKING LOT. (TENT 40'X100') IN PARKING LOT

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:**  
8/1/15 SAT. 9.00AM TO 10.00PM

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) DJ IN PARKING LOT AND TENT 40'X100' IN PARKING AREA

**CONTRACTOR (if any):** ARLINGTON RENTAL 8478700287 F140.1  
NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

**SIGNATURE OF APPLICANT:** Uinalshah

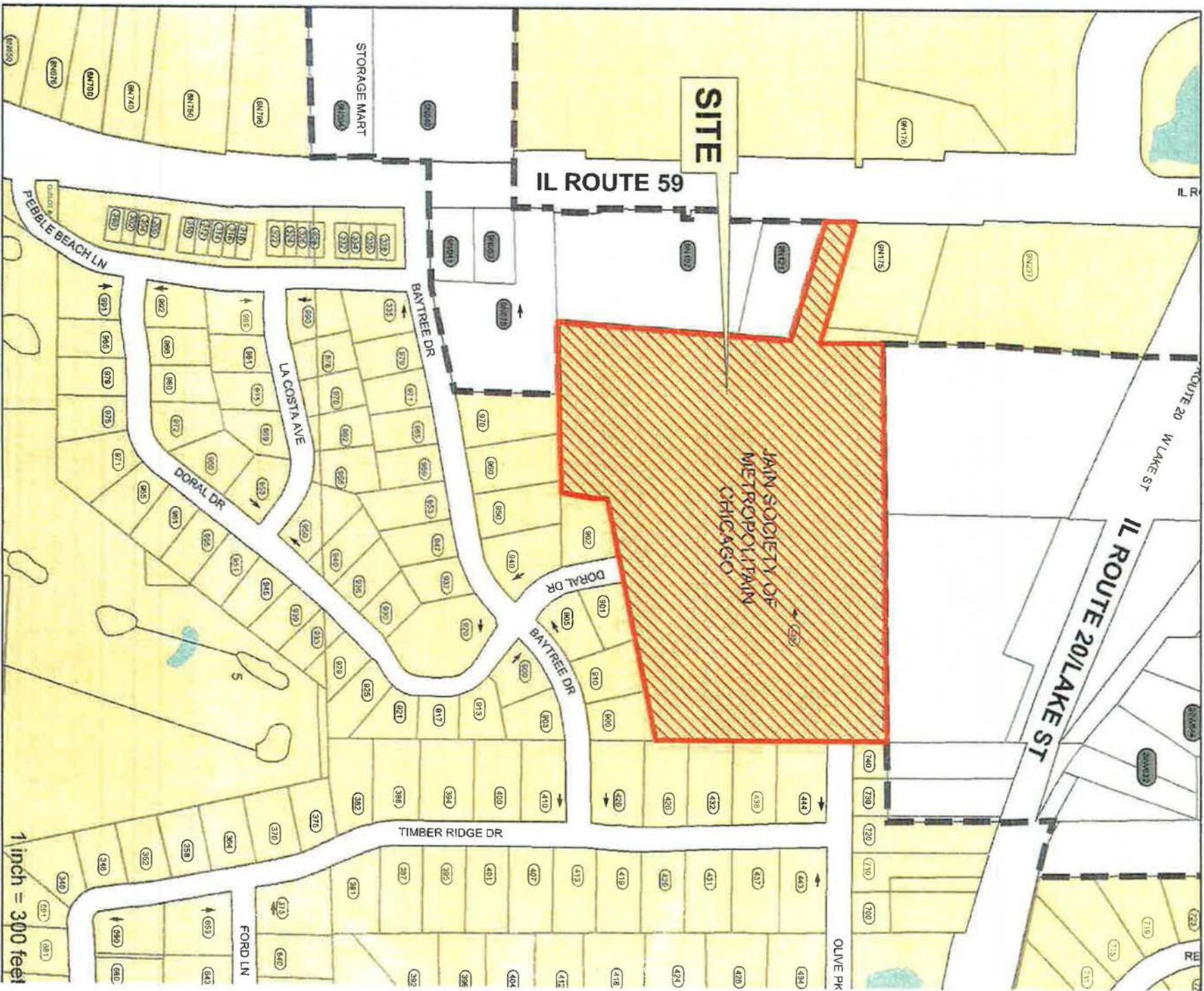
**SIGNATURE OF PROPERTY OWNER:** for Uinalshah

**FOR OFFICE USE ONLY**

Zoning Dist. ERI	FINAL INSPECTION DATE	ISSUED BY <u>smj</u>	TOTAL FEE 15.00 <u>rd</u>
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*Cost*

# LOCATION MAP



VILLAGE BOARD MOTION

July 21, 2015

I hereby move to approve the request of the Jain Society, for an Amplifier Permit to allow for a Disc Jockey to operate during a MELA (Fun Fair) on Saturday, August 1, 2015 from 9:00 A.M. until 10:00P.M. in the parking lot at 435 N Route 59.





## Agenda Item Executive Summary

Item Name    Brian Miller

Committee  
or Board    Village Board

### BUDGET IMPACT

Amount:    N/A

Budgeted    N/A

List what  
fund            N/A

### EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT** (a) to allow for an Amplified Guitar and Vocals for a Graduation Party at 1459 Anvil Ct. on Saturday, August 1<sup>st</sup> from 1:00 P.M. to 10:00 P.M.

### ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map, Motion

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion: To approve the Amplifier Permit for Brian Miller at 1459 Anvil Ct.

Staff:            Jim Plonczynski

Date:            7/21/15

COMMUNITY DEVELOPMENT MEMORANDUM

15-151

**DATE:** July 10, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request

---

Attached is the application from Brian Miller, requesting approval for a permit to operate an amplifier for a Guitar and Vocals for a Graduation Party at 1459 Anvil Ct. This event is scheduled to take place on Saturday, August 1, 2015 from 1:00 P.M. to 10:00 P.M.

Attached for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits on Sunday, or **after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

**For Office Use Only:**  
 Permit #: 201501340  
 Received:  
7-8-15



**Village of Bartlett**  
 Community Development Dept.  
 228 S. Main Street  
 Bartlett, IL 60103  
 Ph: (630) 540-5940  
 Fax: (630) 540-5436  
 E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
 Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:**  
 N/A BRIAN MILLER 1459 Anvil Court N/A 847.502.5869  
NAME ADDRESS PHONE

**ADDRESS OF EVENT:** 1459 Anvil Court 601369

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:** 37842  
 N/A BRIAN MILLER 1459 Anvil Court N/A 847.502.5869  
NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:**  
Graduation Party with solar guitarist/vocals • Outdoor

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:**  
Saturday August 1st 1PM - 10PM

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) Guitar and Amp

**CONTRACTOR (if any):** N/A N/A N/A  
NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

**SIGNATURE OF APPLICANT:** [Signature]

**SIGNATURE OF PROPERTY OWNER:** [Signature]

**FOR OFFICE USE ONLY**

Zoning Dist. <u>PD</u>	FINAL INSPECTION DATE	ISSUED BY <u>[Signature]</u>	TOTAL FEE <u>15.00</u>
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# LOCATION MAP



VILLAGE BOARD MOTION

July 21, 2015

I hereby move to approve the request of Brian Miller, for an Amplifier Permit to allow for an Amplified Guitar and Vocals to operate during a Graduation Party on Saturday, August 1, 2015 from 1:00 P.M. until 10:00P.M. at 1459 Anvil Ct.





COMMUNITY DEVELOPMENT MEMORANDUM

15-152

**DATE:** July 10, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request

---

Attached is the application from Steve Boyer, requesting approval for a permit to operate an amplifier for a Stereo for a Surprise Birthday Party at 1935 Ridgemore Dr. This event is scheduled to take place on Friday, July 31<sup>st</sup>, 2015 from 6:00 P.M. to 11:00 P.M.

Attached for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits on Sunday, or **after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

For Office Use Only:  
**RECEIVED**  
**COMMUNITY DEVELOPMENT**  
 Permit #:  
 Received: **JUL 01 2015**  
 VILLAGE OF BARTLETT



**Village of Bartlett**  
 Community Development Dept.  
 228 S. Main Street  
 Bartlett, IL 60103  
 Ph: (630) 540-5940  
 Fax: (630) 540-5436

E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
 Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

201501339

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:**

Steve Boyer 1935 Ridgemore 630-776-1907  
 NAME ADDRESS PHONE

51011  
**ADDRESS OF EVENT:** 1935 Ridgemore

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:** 74667

STEVE BOYER 1935 RIDGEMORE DR. 630-776-1907  
 NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** SURPRISE BIRTHDAY PARTY

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** FRIDAY JULY 31, 15  
6 P.M. TO 11 P.M.

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) STEREO

**CONTRACTOR (if any):** \_\_\_\_\_  
 NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

**SIGNATURE OF APPLICANT:** Steve Boyer

**SIGNATURE OF PROPERTY OWNER:** Steve Boyer

**FOR OFFICE USE ONLY**

Zoning Dist. <u>PD</u>	FINAL INSPECTION DATE	ISSUED BY <u>[Signature]</u>	TOTAL FEE <u>15.00</u> <u>PA.</u>
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VILLAGE BOARD MOTION

July 21, 2015

I hereby move to approve the request of Steve Boyer, for an Amplifier Permit to allow for a Stereo to operate during a Surprise Birthday Party on Friday, July 31<sup>st</sup>, 2015 from 6:00 P.M. until 11:00P.M. at 1935 Ridgemore Dr.





## Agenda Item Executive Summary

Item Name      N. Hale Water Main Replacement Project      Committee or Board      Village Board

### BUDGET IMPACT

Amount:      \$ 330,325.00      Budgeted      \$ 396,000.00

List what fund      Water Fund

### EXECUTIVE SUMMARY

On June 18, 2015 a *Notice to Bidders* was published in the IDOT Bulletin and the Examiner, soliciting bids for the N. Hale Water Main Project. This project consists of replacing 1500 feet of existing water main with a new water main from North Avenue to Taylor Avenue. Thirteen bid packets were distributed to prospective bidders. Bids were due no later than July 7, 2015 at 9:00 AM., and eleven bid packets were returned. The bids range from a high of \$496,110.00 to the low of \$330,325.00.

Gerardi Sewer and Water Co. submitted the low bid of \$330,325.00 for this project. Gerardi Sewer & Water has not worked for the Village in the past, but references were checked and found to be in good order. We believe Gerardi Sewer and Water Co. can adequately perform this work. I have attached a bid tally sheet for your review.

### ATTACHMENTS (PLEASE LIST)

Memo, Motion, Resolution, Bid Tab, Agreement

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution

Ordinance

Motion:    **I MOVE THE VILLAGE BOARD AWARD THE BID FOR THE NORTH HALE WATER MAIN REPLACEMENT PROJECT TO GERARDI SEWER AND WATER CO. OF NORRIDGE, IL IN THE AMOUNT OF \$330,325.00**

Staff:      Dan Dinges

Date:      7/21/15

Director of Public Works

# MEMO

**Date:** July 8, 2015

**To:** Valerie L. Salmons, Village Administrator

**From:** Dan Dinges, Public Works Director

**Re:** *North Hale Ave. Water Main Replacement Project Bid Opening*

On June 18, 2015 a *Notice to Bidders* was published in the IDOT Bulletin and the Examiner, soliciting bids for the N. Hale Water Main Project. This project consists of replacing 1500 feet of existing water main with a new water main from North Avenue to Taylor Avenue. Thirteen bid packets were distributed to prospective bidders. Bids were due no later than July 7, 2015 at 9:00 AM., and eleven bid packets were returned. The bids range from a high of \$496,110.00 to the low of \$330,325.00.

Gerardi Sewer and Water Co. submitted the low bid of \$330,325.00 for this project. Gerardi Sewer & Water has not worked for the Village in the past, but references were checked and found to be in good order. We believe Gerardi Sewer and Water Co. can adequately perform this work. I have attached a bid tally sheet for your review.

The budget amount for this project is \$396,000.00, approximately \$65,000 over the low bid. The project will utilize the Village Water Fund.

Based upon the bids submitted, I recommend the bid be awarded to Gerardi Sewer and Water Co. Please place this on the next available Board Agenda.

## **Motion**

I move the Village Board award the bid for the  
North Hale Ave. Water Main Replacement Project to  
Gerardi Sewer and Water Co. of Norridge, Illinois  
in the amount of \$330,325.00

**RESOLUTION 2015 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF  
NORTH HALE AVE. WATER MAIN REPLACEMENT  
AGREEMENT BETWEEN THE VILLAGE  
OF BARTLETT AND GERARDI SEWER & WATER CO.**

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

**SECTION ONE:** The North Hale Avenue Water Main Replacement Agreement dated July 21, 2015, between Gerardi Sewer & Water Co. and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

**SECTION FIVE:**

**EFFECTIVE DATE.** This Resolution shall be in full force

and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: July 21, 2015

APPROVED: July 21, 2015

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

ATTEST:

\_\_\_\_\_  
Lorna Gilles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015 - \_\_\_\_\_ enacted on July 21, 2015, and approved on July 21, 2015, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles, Village Clerk



VILLAGE OF BARTLETT

**N. HALE WATER MAIN  
BID TABULATION**

July 7, 2015

SHEET 1

**GERARDI SEWER & WATER  
4520 N. OSAGE  
NORRIDGE IL. 60706**

**PATNICK CONSTRUCTION  
431 PODLIN DR. UNIT B  
FRANKLIN PARK IL. 60131**

**J. CONGDON SEWER  
170 A. ALEXANDRA WAY  
CAROL STREAM, IL. 60188**

**STARK & SONS TRENCHING  
45 W826 ROHRSEN RD.  
HAMPSHIRE IL. 60140**

Item No.	Items	Unit	Quantity	GERARDI SEWER & WATER		PATNICK CONSTRUCTION		J. CONGDON SEWER		STARK & SONS TRENCHING	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	WATER MAIN D.I.P., CLASS 52, 6 INCH	LF	1,525	\$80.00	\$122,000.00	\$73.00	\$111,325.00	\$120.00	\$183,000.00	\$74.00	\$112,850.00
2	D.I.P. CROSS,MJ (6"X6"X6"X6")	EA	1	\$500.00	\$500.00	\$1,300.00	\$1,300.00	\$500.00	\$500.00	\$500.00	\$500.00
3	D.I.P. TEE,MJ (6"X6"X6")	EA	5	\$350.00	\$1,750.00	\$460.00	\$2,300.00	\$250.00	\$1,250.00	\$300.00	\$1,500.00
4	FIRE HYD. W/ AUX VALVE & VALVE BOX	EA	5	\$4,275.00	\$21,375.00	\$4,400.00	\$22,000.00	\$6,500.00	\$32,500.00	\$4,100.00	\$20,500.00
5	6" GATE VALVE & VAULT, TY "A" (5' DIA.) WITH TYPE 1 FRAME AND CLOSED LID	EA	3	\$3,000.00	\$9,000.00	\$3,300.00	\$9,900.00	\$3,000.00	\$9,000.00	\$2,888.00	\$8,664.00
6	PRESSURE CONNECTION 6"	EA	1	\$3,600.00	\$3,600.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$6,670.00	\$6,670.00
7	CONNECTION TO EXISTING WATER MAIN	EA	1	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00
8	WATER SERVICE BOX	EA	4	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$250.00	\$1,000.00	\$450.00	\$1,800.00
9	DOM. WATER SERVICE CONN. (S) 3/4"	EA	19	\$925.00	\$17,575.00	\$1,000.00	\$19,000.00	\$1,200.00	\$22,800.00	\$1,500.00	\$28,500.00
10	DOM. WATER SERVICE CONN. (S) 2"	EA	1	\$1,650.00	\$1,650.00	\$2,200.00	\$2,200.00	\$1,300.00	\$1,300.00	\$1,900.00	\$1,900.00
11	DOM. WATER SERVICE CONN. (L) 3/4"	EA	19	\$1,275.00	\$24,225.00	\$1,800.00	\$34,200.00	\$1,400.00	\$26,600.00	\$2,200.00	\$41,800.00
12	DOM. WATER SERVICE CONN. (L) 2"	EA	1	\$2,600.00	\$2,600.00	\$3,300.00	\$3,300.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
13	GRANULAR TRENCH BACKFILL	CY	1,700	\$10.00	\$17,000.00	\$29.00	\$49,300.00	\$5.00	\$8,500.00	\$28.00	\$47,600.00
14	ABANDONING VALVE VAULTS	EA	3	\$300.00	\$900.00	\$200.00	\$600.00	\$250.00	\$750.00	\$500.00	\$1,500.00
15	ABANDONING FIRE HYDRANTS	EA	5	\$575.00	\$2,875.00	\$300.00	\$1,500.00	\$250.00	\$1,250.00	\$500.00	\$2,500.00
16	AGGREGATE FOR TEMPORARY ACCESS	TON	200	\$8.00	\$1,600.00	\$14.00	\$2,800.00	\$5.00	\$1,000.00	\$16.00	\$3,200.00
17	PCC SIDEWALK REMOVE & REPLACE	SQ FT	130	\$15.00	\$1,950.00	\$8.00	\$1,040.00	\$12.00	\$1,560.00	\$28.00	\$3,640.00
18	COMB. CONCRETE CURB & GUTTER	FT	60	\$60.00	\$3,600.00	\$28.00	\$1,680.00	\$47.00	\$2,820.00	\$75.00	\$4,500.00
19	HMA PARTIAL DEPTH PATCH, 5"	SQ YD	1350	\$52.00	\$70,200.00	\$49.00	\$66,150.00	\$36.00	\$48,600.00	\$50.00	\$67,500.00
20	INLET FILTERS	EA	5	\$125.00	\$625.00	\$135.00	\$675.00	\$25.00	\$125.00	\$175.00	\$875.00
21	TOPSOIL 4" FURNISH AND PLACE	SQ YD	780	\$6.00	\$4,680.00	\$7.00	\$5,460.00	\$7.00	\$5,460.00	\$6.25	\$4,875.00
22	SODDING, SALT TOLERANT (SPECIAL)	SQ YD	780	\$4.00	\$3,120.00	\$8.00	\$6,240.00	\$7.00	\$5,460.00	\$10.50	\$8,190.00
23	TRAFFIC CONTROL AND PROTECTION	LS	1	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$12,025.00	\$12,025.00
<b>TOTAL</b>					<b>\$330,325.00</b>		<b>\$356,170.00</b>		<b>\$378,475.00</b>		<b>\$388,089.00</b>



**N. HALE AVE. WATER MAIN REPLACEMENT  
PROJECT AGREEMENT**

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This Water Main Replacement Project Agreement (the "Agreement") is entered this 21<sup>st</sup> day of July, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Gerardi Sewer & Water Co. (the "Contractor") (collectively, the "Parties").

**IN CONSIDERATION** of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

**Project Work.**

a. For the improvements of the installation of approximately 1525 feet of 6 inch water main on N. Hale Ave. The 1525 feet of water main installation will include fire hydrants, valves and vaults, service connections and abandoning the existing water main. Other work related to the installation of the water main will include testing and chlorination, curb, sidewalk, pavement removal and replacement and restoration. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda \_\_\_ attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

**Completion Date.** Contractor shall complete the Project Work in strict compliance with the requirements herein on or before October 30, 2015.

A. **Payment Procedure.** The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.

(v) Certified Payrolls (defined below)

(vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall

be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. **Compliance With Law.** All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including

but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

**1. Commercial General and Umbrella Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.**

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

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

**2. Continuing Completed Operations Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

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

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

**3. Business Auto Liability Insurance.**

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

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

**4. Workers Compensation and Employees Liability Insurance.**

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

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

**5. Excess Umbrella Liability Insurance Coverage.**

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

**6. General Insurance Provisions.**

**a. Evidence of Insurance**

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

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

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

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

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

**b. Acceptability of Insurers**

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

**c. Cross-Liability Coverage**

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

**d. Deductibles and Self-Insured Retentions**

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

**e. The Village Shall Not Waive Any Rights of Subrogation**

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

**f. Failure to Comply with Insurance Reporting Provisions**

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

**g. All Insurance Obtained Shall Apply Separately to Each Insured**

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**h. Insurance Requirements Cannot be Waived**

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

**i. Liability of Contractor is not limited by Purchase of Insurance**

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified

is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

**j. Notice of Personal Injury or Property Damage**

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

**k. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

**l. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.**

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Prevailing Wages.

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the February 2013 prevailing wage rates for Cook, DuPage, and Kane Counties, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

K. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. **Limitation on the Owner's Liability.**

**The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.**

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractors Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property

by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

#### N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

#### O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as

amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In

case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

#### Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(2.) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:

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

CONTRACTOR:

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

Attest:

By: \_\_\_\_\_  
Lorna Giless, Village Clerk

Date: \_\_\_\_\_

Attest:

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

Date: \_\_\_\_\_

