

Bartlett Point West Public Hearing – 7:00 p.m.

VILLAGE OF BARTLETT
BOARD AGENDA
OCTOBER 20, 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 –October 6, 2015
- *7. BILL LIST: October 20, 2015
8. TREASURER'S REPORT: August 2015
Sales Tax Report – July 2015
9. PRESIDENT'S REPORT: 2015 Passport to Adventure Winners
Illinois Arts and Humanities Month 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 Point West Amended Annexation Agreement
 - *2. Bartlett Point West Special Service Area
 3. Spring Lakes Playground and Parking Site Plan
 4. Brewster Creek Business Park – Lot 9L – Ridge BC1
 - B. BUILDING COMMITTEE, CHAIRMAN HOPKINS
No Report
 - C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
 - *1. Brewster Creek Developer Note #3, Payout #29 Request
 - *2. Brewster Creek Developer Note #3, Payout #30 Request
 3. Golf Simulator Agreement
 - D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS
 - *1. Poplar Creek Church Amplifier Permit
 - E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
No Report
 - F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER
No Report
13. NEW BUSINESS:
14. QUESTION/ANSWER: PRESIDENT & TRUSTEE
15. ADJOURNMENT



Agenda Item Executive Summary

Item Name (Case #14-27) Bartlett Pointe West Committee or Board Village Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

The 5th Amendment to the Annexation Agreement for the Bartlett Pointe West Subdivision.

The public notice was published in the Daily Herald on October 5th and the Amended Annexation Agreement has been available for public viewing in the Community Development Office.

This Fifth Amended Annexation Agreement concerns 27.35 +/- acres of property owned by Bluff City that lies south of West Bartlett Road, east of Route 25, west of the Bartlett Pointe Subdivision and north of the Koehler Fields Athletic Complex in Bartlett, which property is referred to as the "South Business Park Property".

ATTACHMENTS (PLEASE LIST)

Public Hearing Notice and Proof of Publication

ACTION REQUESTED

For Discussion Only Required Public Hearing

Resolution _____

Ordinance _____

Staff: Jim Plonczynski, Com Dev Director Date: October 12, 2015

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Village Board of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will hold a Public Hearing on **Tuesday, October 20, 2015 at 7:00 P.M.** or as soon thereafter as the matter may be heard, in the Bartlett Municipal Center, 228 South Main Street, Bartlett, Illinois to consider testimony and evidence from the petitioner and members of the public with respect to the petition from Rich Guerard on behalf of Reliable Materials Corporation of Illinois for the 5th Amendment to the Bluff City Annexation Agreement (Case #14-27, Bartlett Pointe West).

This property is located on the south side of W. Bartlett Road, approximately 1,050 feet east of Route 25.

PERMANENT INDEX NUMBER'S: 06-36-400-035-0000, 06-36-400-038-0000, 06-36-400-040-0000 & 06-36-400-042-0000

A copy of the Amended Annexation Agreement is available for public viewing at the Bartlett Village Hall located at 228 South Main Street in the Community Development Department from 8:30 a.m. to 4:30 p.m. Monday through Friday.

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

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

By

Lorna Giles
Village Clerk

cc: Village Board
Petitioner

To be published in the Daily Herald on October 5, 2015.

X:\Comdev\phn2015\Bartlett Pointe Amended Annex Agreement__vbc

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By: Lorna Gilles, Village Clerk
Published in Daily Herald October 5, 2015 (4421338)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

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

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published October 5, 2015 in said **DAILY HERALD**.

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Paula Baltz*
Authorized Agent

Control # 4421338

**RECEIVED
COMMUNITY DEVELOPMENT**

OCT 08 2015

**VILLAGE OF
BARTLETT**



VILLAGE OF BARTLETT
BOARD MINUTES
October 6, 2015

1. CALL TO ORDER

President Wallace called the regular meeting of October 6, 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

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Food & Beverage Manager Paul Petersen, Chief Kent Williams, Village Clerk Lorna Giless and Village Attorney Bryan Mraz.

3. INVOCATION

President Wallace called for a moment of silence for the people in Oregon.

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 add item 1 under the Planning & Zoning (Ordinance 2015-76, Mr. Carwash Site Plan Amendment) and items 1 and 2 under License & Ordinance (Ordinance 2015-77, New Massage and Bodywork Approach License Amendment and Ordinance 2015-78, New Business License Ordinance Amendment) to the Consent Agenda.



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Trustee Camerer stated that he would like to add item 1 under Public Works (Ordinance 2015-79-R WWTP RFQ for Engineering) to the Consent Agenda.

Trustee Carbonaro moved to amend the Consent Agenda to add item 1 under the Planning & Zoning Committee, items 1 and 2 under the License & Ordinance Committee, and item 1 under the Public Works Committee to the Consent Agenda, in addition to the items already shown on the Consent Agenda, and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

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

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

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

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

President Wallace stated that the Pride in Ownership program was started in Bartlett in 1996 to recognize owners who do an outstanding job in maintaining their property. The Village calls out for nominees at the beginning of the summer and volunteer judges visit all of the nominated properties, evaluating them on general appearance, landscaping, curb appeal and creativity.



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This year we had three single family, two multi-family, and one commercial winner.

Single Family Homes

1 st Place	Ms. Kim Ash	100 N. Hale Avenue
2 nd Place	Mr. & Mrs. Rusewicz	477 Harvard Lane
3 rd Place	Ms. Madlyn Heine	104 N. Hickory Avenue

Multi-Family Homes

1 st Place	Vanguard Community Mgmt.	Asbury Place Subdivision
2 nd Place	Mr. & Mrs. Molnar	193C Thomas Ct.

Commercial

1 st Place	Horizon Realty Services, Inc.	Bartlett Town Center
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President Wallace congratulated all of the nominated and winning homeowners and thanked them for helping to keep Bartlett beautiful.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

Gary Plice, 128 S. Hickory

Mr. Plice stated that he had an issue with the constant parade of dump trucks that are running through town. The route is coming north on South Bartlett to Devon and moving through constantly. His car picked up a bolt in his tire that he thought looked like a truck bolt. He asked if there was anything they could do. He was concerned with the damage to the streets. He also had an encounter at Lake Street at Park Avenue. He attempting a turn from Lake onto Park and the light changed. Two vehicles were coming westbound. The car came to a stop and the truck went around the car and proceeded through the red light. He was concerned about the trucks disregard for the traffic signals. He suggested the Village look into red light cameras.

President Wallace asked the Chief to comment.

Chief Williams stated that they have researched it extensively. None of the truck traffic is doing anything illegal. They are staying on the designated county truck routes. The trucking companies have Garmin's in their trucks which gives them the most direct routes. He agreed that it is frustrating. He stated that it will be bad for a while because of the Elgin/O'Hare expansion and the gravel needed to put down the bedding in order to lay down the asphalt. The gravel comes from a quarry west of us and they are using the most direct routes. They have talked to the county and they are just not interested in any changes. They feel that truck routes are important for commerce and the delivery of goods and services. His department has stepped up their efforts and trucks



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are stopped on a regular basis. They have worked with the Illinois State Police to have designated truck weigh dates where they pull all trucks over. To date – they have been in compliance. His officers are also out there targeting that route on a daily basis looking for loose gravel on the bumpers, etc. They are very stringent with the trucks they send out and they are pleased with that. He understood that it is intimidating to local drivers to have all these dump trucks coming back and forth. He stated that they are not doing anything illegal and they are using the most direct dedicated routes.

President Wallace asked if there was any talk about lowering the speed limit for a certain weight vehicle. Would that deter them?

Chief Williams stated that it would be a county issue on those roads. They have talked about all their options with them and they are proponents of that route for them.

Trustee Camerer asked what it would take to change it. Could they go to county board members and try to change their minds.

Chief Williams stated that they have served as the advocates to do that and they are just not willing to play on this issues. They are proponents of truck traffic and see it as healthy for growing commerce.

President Wallace stated that he couldn't see it being more than a couple minutes faster than going Route 59 to Lake Street.

Chief Williams agreed but stated that it is not the most direct route. It is legal and they can't stop them from that route.

Joan Plice, 128 S. Hickory

Ms. Plice stated that she has also had issues with turning onto Park Place. It was the same thing with Oak and Lake Street. Trucks are blowing the stop lights and one of these days there is going to be a major accident. She spoke about a dump truck that spilled its load and wondered what would happen if a car was next to it – they would have been crushed. She stated that there have been dump truck after dump truck on Lake Street and they have no covers on them. She felt that red light cameras could help avert this problem.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2015-76, An Ordinance Approving a Site Plan Amendment for Mr. Carwash at 1125 W. Stearns Road was covered and approved under the Consent Agenda.



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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

In the absence of Trustee Arends, President Wallace stated that Ordinance 2015-77, An Ordinance Amending Title 3, Chapter 29, of the Bartlett Municipal Code to Regulate Massage Establishments (Chapter 29A) and to Regulate Bodywork Approach Practitioners Licenses (Chapter 29B and Ordinance 2015-78, An Ordinance Amending Title 3, Chapter 1, of the Bartlett Municipal Code Entitled "Licenses" was covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that Resolution 2015-79-R, A Resolution Approving the Wastewater Treatment Plant Facility Plan Update Agreement Between the Village of Bartlett and Strand Associates, Inc. and the purchase of one John Deere 444K Four Wheel Drive Wheel Loader was covered and approved under the Consent Agenda.

13. NEW BUSINESS

President Wallace asked if they have exhausted all measures regarding these trucks coming through. Is there any other things they can do.

Chief Williams stated that they have written multiple citations, talked to the trucking companies, and other than stepping up aggressive patrol, which they already have done, there isn't a lot more they can do. They are writing citations for over-weights, unsecure loads, tarp issues. The tarp issue is only required to be tarped when it is considered unsecure.

President Wallace asked about the Park and Lake intersection.



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Chief Williams stated that it is a dangerous road and they write thousands of tickets there. It is a dangerous road and requires step fast enforcement just to keep it in line. It is a lot of trucks and a lot of traffic. They don't see a lot of red light violations but write those tickets when they occur.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

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

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED

The meeting was adjourned at 7:21 p.m.

Lorna Giles
Village Clerk

LG/



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
October 6, 2015**

President Wallace called the Committee of the Whole meeting to order at 7:21 p.m.

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

ABSENT: Trustee Arends

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Food & Beverage Manager Paul Petersen, Chief Kent Williams, Village Clerk Lorna Giless and Attorney Bryan Mraz.

PLANNING & ZONING

Bartlett Point West

Trustee Reinke stated that this discussion was regarding Case #14-27, Bartlett Point West and possibility of moving it along to the Board for a final vote.

Community Development Director Jim Plonczynski stated that Bartlett Point West is on the south side of West Bartlett Road just east of Route 25 and west of Bartlett Point. It is proposed as a 29 single family lot development. It was originally approved as a multi-family townhome plan. The developer, Reliable Materials Corporation of Illinois (RMI) represented by Rich Guerard, has submitted an application for a Preliminary Final Plat of Subdivision and a PUD Plan for the 20 single family lots. It has gone to the Plan Commission who recommended approval. They did the Public Hearing on the PUD overlay on the subject property which would allow for the following modification from the build regulations: bulk yard requirements of a rear yard of 25 feet instead of 45 feet and a reduction in the width of the right of way from 66 feet to 60 feet, although the street pavement remains the same. They have a landscape plan that surrounds the property providing buffers to the north and west. They have gone to the Park District and they agreed to accept a .365 acre park site to provide a buffer to the south and the ball fields. The balance of the park donation will be paid in cash. They are providing some fence detail and some possible elevations although they have not chosen a single family builder. The homes will be similar in size and style to Bartlett Point. It is ready to go on to a vote and discussion as well as a Public Hearing on the Annexation Agreement which needs an amendment.

Trustee Reinke asked if they would have to amend the Comprehensive Plan.



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J. Plonczynski stated that the Comprehensive Plan will have to be amended in this area. This was originally planned for commercial and adjusted for the townhomes.

Trustee Reinke stated that he liked that there was a strip of open space/recreation buffering the residential from the industrial. He wanted to make sure that they were notifying perspective purchasers that they were buying property next door to an industrial area.

J. Plonczynski stated that it was in the Annexation Agreement and he has to disclose that.

Trustee Hopkins asked if they were reducing the setbacks for the rear yard?

J. Plonczynski stated "yes" that is part of his request for a PUD and it would go down to a 25 foot rear yard setback.

Trustee Camerer asked if that was simply to have a bigger house.

Rich Guerard on behalf of Reliable Materials Corporation stated that it is to accommodate more ranch style homes with master bedrooms on the first level. It would not impact anyone around them. The townhomes had even smaller setbacks than the single family will now. On the east side is the large detention area and the west side has a short berm, a buffer, fencing, landscaping and the other side is the commercial. It does not impact anyone negatively and it accommodates a product that the market is looking for.

Trustee Hopkins asked if this would impact anyone wanting to put a patio in the yard with the impervious surface ordinance that is in place.

J. Plonczynski stated that they won't be able to put a large patio down. They will have to accommodate the impervious surface standards that are set for this SR-4.

Trustee Hopkins asked if the developer could include the impervious surfaces requirements.

Attorney Mraz stated that it is in the ordinance so it would apply to this development.

Trustee Hopkins wanted the buyers to know about this disclosure.

Mr. Guerard had no objection to that.

President Wallace stated that he thought there was a need and has heard residents complaining that there are very few larger ranch homes.



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Trustee Deyne stated that he saw this come through the Plan Commission and he concurred with the developer and thought the impervious surface should be part of the Agreement. He stated that he had no problem at all with these plans and thought it was keeping with the adjoining development.

Spring Lakes Estates

Trustee Reinke stated that this discussion was regarding Case #15-18, Spring Lakes Estates, 100 First Avenue, Site Plan Approval.

J. Plonczynski stated that Spring Lakes Estates is on the north side of West Bartlett Road, east of the railroad tracks. The mobile home park has an entrance feature and a community center. They are proposing to take the back of the community center and convert it into more refined parking and a nice open space playground area for the children with basketball courts. The ordinance for the Mobile Home Park is an MH-1 District and it states that any change to the property that requires a building permit, also requires that it goes through the site plan process. He stated that they have done all of the impervious surface calculations and storm water but they don't need to do Best Management Practices because they are replacing asphalt with grass. It will use the existing detention area. They will need to go on to the Plan Commission for a Site Plan Review.

Trustee Reinke stated that this seems to be a great amenity for that area. He asked if it was a bit onerous to have the building permit process trigger site plan review.

J. Plonczynski agreed that it is very onerous.

Trustee Reinke stated that maybe they should look at streamlining this. He felt that it would help the businesses by not having them come before the Board for a site plan review.

Administrator Salmons stated that they would be more than happy to do that.

Trustee Deyne stated that simplicity is a good idea.

J. Plonczynski stated that he read the ordinance and unfortunately that is what it states. He stated that they are moving it along as fast as they can.



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FINANCE & GOLF

Simulator

Trustee Deyne stated that they have an opportunity to enhance the quality of Bartlett Hills by adding a golf simulator. He stated that it is an excellent idea for adding additional revenue to the golf course during the winter.

Assistant to the Village Administrator Scott Skrycki stated that this has been an idea that Board's and staff have thought about for some time. This would be a revenue share with this company so the Village would not have to invest money in the machine. Also, the expansion allows for some additional opportunities. He stated that the simulator is 15 feet by 13 feet and would be located on the west wall of the bar area. The bar would still maintain four seats and the lounge would maintain twenty four seats. During the winter, when there is limited foot traffic, it is more than adequate space. In regards to revenue and staffing, they are looking to keep this at a low cost. The cost of the machine is between \$7,000-\$75,000 so they looked at a Revenue Sharing Agreement. The owner of the company would bring in the machine and take 60% of the revenue and the Village would get 40%. There are no up-front costs or financial risks. They estimate a profit of \$2,000, based on approximately 50 hours of play. They will charge between \$25-\$35 per hour, based on senior/weekend/weekday. If one foursome came in to play, it would be approximately \$140 per hour for that foursome. That is just on the golf side, food and beverage would also bring additional revenue.

Trustee Reinke asked him to reiterate the cost to play.

S. Skrycki stated that if an individual came in and wanted to play the simulator for one hour, the cost would be about \$30.

President Wallace stated that it is \$30 per hour but you could have four people playing.

Trustee Deyne stated that a foursome could get together and split the \$30 but keep in mind that the food and beverage goes along with that.

S. Skrycki reiterated that when you are paying \$30 per hour and you are with three other people than that makes over four hours for a round of golf.

Trustee Reinke stated that it appears to be kind of cramped in the allotted space.

S. Skrycki stated that during the months that they propose the machine, that area is in pretty low demand. They feel that the space in the bar would be more than adequate. Once March weather arrives, the machine will be removed.



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Trustee Deyne stated that they will put up with tight space just to have the comradery with the groups playing golf. He asked about the concept of having leagues.

S. Skrycki stated that is a possibility and they will do everything they can to get the most amount of people as possible. They have a good e-mail database of which they will use to get the word out.

Trustee Deyne stated that this is a "no-brainer" and he thought it should be moved along to the Board for approval especially under the revenue sharing conditions.

Trustee Camerer asked if it would only be there for the winter months.

Administrator Salmons stated that they would propose to put it in after the last big Christmas event and make sure it is gone by the first Fish Fry. They don't have any bookings in the bar that would need this extra space. She felt that a couple of months is a good time to try the simulator out. They would make sure that there are no contractual fees associated and she thought it would be worth a try.

Trustee Camerer asked why there was not a door going from the bar on the west wall to the banquet room.

Building Director Brian Goralski stated that it was the old veranda and was walled off during the renovation.

Trustee Camerer asked if there could have been. If you reversed the configuration and you put the simulator on that wall, it could have access from the banquet room and opens up much more space.

Trustee Deyne stated that there is a table there and if a door was put in than that table would be lost.

Trustee Camerer stated that it doesn't have to be a door, it could be a sliding door or something of that nature. He asked the Building Director if it could have been done.

B. Goralski stated that they elected when they did the bar expansion to not have a door into the banquet room because of sound issues.

S. Skrycki stated that they have a lot of wedding ceremonies inside the banquet room and a door in between may interfere if there are forty guys in the bar having lunch. That was one of the drawbacks of not placing a door there.

Trustee Reinke stated that it is a great opportunity to add some revenue.



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President Wallace asked if they increased any type of liability insurance.

S. Skrycki stated that once they enter into a contract they will make sure the Village Attorney looks at that insurance and it is spot-on and perfect.

President Wallace was a little concerned with potential liability. He asked if they have any tentative dates.

S. Skrycki stated that the times of availability would be during open hours during the winter – 8:30 AM to 4:30 PM. Individuals can make a tee time and they are open on weekends. If someone wanted to call 24 hours in advance they could be accommodated. They didn't want to pay staff to sit there with the hopes of somebody coming.

President Wallace stated that making a tee time was the best way to do it. He asked what was the last date for permanent tee times.

Head Golf Professional Phil Lenz stated that they are over as of the second week in September.

President Wallace asked why they are going to wait until December.

P. Lenz stated that they still have a substantial amount of foot traffic in the bar with play on a daily basis plus they have weddings in October and November.

President Wallace asked who sets up the simulator and takes it down.

S. Skrycki stated that the simulator owner does that and it is permanent until removed by them. He stated that they will make sure that if the Board wished to proceed with the contract and they don't like it or something is wrong, it will be removed.

President Wallace asked if they pushed them for a 50/50 split.

P. Lenz stated that it was a 70/30 split which he negotiated to 60/40 and he was pretty happy with that.

President Wallace stated that he has played simulators and it is a fun time. He asked if this one actually lets you do the putting.

P. Lenz stated "yes" and to expedite play you make a certain length putt a gimme – i.e., a ten footer. It is hard to figure out how to putt.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
October 6, 2015**

Trustee Camerer stated that since he made such a push to save the windows during the remodel, he wondered if there would be any risk to them.

S. Skrycki stated that they respect those windows very much.

Trustee Carbonaro wanted to make sure that the simulator would not interfere with the weddings or parties. He thought the simulator was a real good idea.

Trustee Reinke asked if somebody had too much "coffee", and broke a window, can he assume they would be liable to pay for the window.

Trustee Deyne stated that Phil and staff do an outstanding job monitoring. He felt that it would be a remote situation because the staff does a remarkable job. He has complete confidence in them.

P. Lenz stated that the machine has walls around it and it would take an effort for someone to break a window. It would have to intentionally be thrown at the window to cause a breakage which he does not foresee.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED

The meeting adjourned at 7:49 p.m.

Lorna Gilles
Village Clerk

LG/

CASH & INVESTMENT REPORT
August 31, 2015

Fund	Disbursements			Detail of Ending Balance			
	7/31/2015	Receipts	8/31/2015	Cash	Investments	Net Assets/Liab.	8/31/2015
General	13,604,655	2,077,046	1,731,373	5,244,480	8,574,975	130,873	13,950,328
MFT	3,890,016	399	576,485	1,459,924	1,871,975	(17,968)	3,313,930
Debt Service	1,095,630	211,886	250	494,502	811,466	1,298	1,307,266
Capital Projects	(572,155)	14,491	874,623	(906,892)	(863,942)	338,547	(1,432,287)
Municipal Building	1,123,617	94	0	333,783	547,730	242,199	1,123,711
Developer Deposits	4,857,899	93	134,139	(79,357)	3,870,949	932,261	4,723,854
Town Center TIF	457,243	30	0	104,806	171,985	180,481	457,273
59 & Lake TIF	0	0	0	0	0	0	0
BC Municipal TIF	426,838	3,533	40,406	156,801	257,306	(24,647)	389,965
Bluff City Tif Municipal	4,480	0	0	1,695	2,782	2	4,480
Water	22,890,101	539,405	196,936	1,345,786	2,208,236	19,678,548	23,232,570
Sewer	23,054,282	269,596	287,719	666,580	1,093,677	21,275,902	23,036,159
Parking	96,664	18,648	13,048	11,788	19,343	71,134	102,265
Golf	1,834,867	278,935	214,998	0	0	1,898,803	1,898,803
Central Services	794,475	85,139	89,312	265,102	435,026	90,175	790,302
Vehicle Replacement	3,291,112	55,745	0	601,846	987,614	1,757,397	3,346,857
TOTALS	76,849,724	3,555,041	4,159,290	9,700,844	19,989,121	46,555,005	76,245,476
BC Project TIF	5,088,422	861,195	838,300	5,111,318	0	0	5,111,317
Bluff City Project TIF	9,172	1	0	9,173	0	0	9,173
Bluff City SSA Debt Srv.	894,654	457,708	727	1,351,635	0	0	1,351,635
Police Pension	34,336,831	(707,498)	100,494	2,040,870	31,363,603	124,367	33,528,840


Jeff Martynowicz
Finance Director

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

Fund	Current Year		Percent	Prior YTD %
	Actual	Budget		
Property Taxes	4,648,356	9,354,364	49.69%	49.44%
Sales Taxes (General Fund)	682,681	2,115,000	32.28%	31.09%
Income Taxes	1,710,418	4,125,000	41.46%	36.02%
Telecommunications Tax	351,964	1,175,000	29.95%	33.80%
Real Estate Transfer Tax	229,664	510,000	45.03%	51.05%
Building Permits	148,704	675,500	22.01%	30.73%
MFT	244,237	1,025,000	23.83%	69.23%
Water Charges	2,094,839	7,175,000	29.20%	30.70%
Sewer Charges	1,056,079	3,250,500	32.49%	33.06%
Interest Income	8,902	63,350	14.05%	44.03%
Gas Utility Tax	183,180	1,085,000	16.88%	17.91%
Electric Utility Tax	132,277	306,000	43.23%	61.66%

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

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	735,986	1,386,150	53.10%
Expenses	456,499	1,303,245	35.03%
Net Income	279,487	82,905	337.12%
F&B - Restaurant			
Revenues	71,126	135,000	52.69%
Expenses	114,897	337,713	34.02%
Net Income	(43,772)	(202,713)	21.59%
F&B - Banquet			
Revenues	268,772	735,000	36.57%
Expenses	234,064	649,711	36.03%
Net Income	34,708	85,289	40.69%
F&B - Midway			
Revenues	80,461	110,000	73.15%
Expenses	36,611	60,850	60.17%
Net Income	43,850	49,150	89.22%
Golf Fund Total			
Revenues	1,156,345	2,366,150	48.87%
Expenses	842,071	2,351,519	35.81%
Net Income	314,273	14,631	2147.99%

Sales Taxes

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
May	146,546	126,506	175,701	173,657	178,983	170,734
June	137,130	164,604	195,692	193,303	201,968	200,031
July	176,678	165,519	190,898	186,097	188,547	194,738
August	180,229	177,919	180,797	184,425	190,872	
September	177,173	187,893	182,163	189,650	183,399	
October	168,710	177,758	165,188	170,530	188,055	
November	162,303	161,152	181,865	174,037	179,846	
December	171,232	164,341	165,852	153,005	163,529	
January	166,523	167,926	168,154	210,506	187,865	
February	171,856	157,086	147,189	151,678	141,054	
March	168,981	177,777	147,039	128,886	141,609	
April	132,397	152,124	162,595	153,553	170,308	
Total	1,959,758	1,980,605	2,063,133	2,069,327	2,116,036	565,503
% increase	-7.33%	0.86%	4.17%	0.30%	2.26%	3.28%
Budget	1,950,000	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000

Warrant/EFT#: EF 0010692

Fiscal Year: 2016

Issue Date: 09/10/15

Warrant Total: \$194,738.31

Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		AG845352	6AG845352	\$194,738.31

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$194,738.31	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 09/05/2015
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JUN. 2015 COLL MO: JUL. 2015 VCHR MO: SEP. 2015
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

2015 PASSPORT TO ADVENTURE

2015 Passport of Adventure Recognition Night

This past August 31 brought an end to the 24th annual "Passport to Adventure" program sponsored and produced by the museum and nature center members of the Kane-DuPage Regional Museum Association. For the past 18 years, the Village of Bartlett Museums have participated in this program that encourages children, ages 4 and older, and their families to visit local museums in Kane and DuPage counties throughout the summer months. This program has been a very popular activity for our Village's families with the distribution of 600 booklets in Bartlett alone! Bartlett is one of top museums in distribution numbers. The Village of Bartlett Museums is proud to announce the top three site going families for 2015 and congratulates each one of them on their dedication and perseverance.

The Wilson Family, 54 sites

If nine-year-old Jacob Wilson looks familiar, he is. Last year he and his parents Rodney and Elizabeth where our third place recipients. This year the family went on a real adventure and visited 54 sites! That's 40 more sites from the previous year! Jacob enthusiastically will tell you SciTech was his favorite museum of this summer because of all the hands-on activities. Jacob is a 4th grader and attends Centennial Elementary School where he is one of the Von Trapp children in the school's upcoming production of the Sound of Music. He can also enthusiastically tell you he remembers when the Bartlett History Museum visited his classroom and he learned all about our community's history. Jacob would like to be an author when he grows up.

The Marotke Family, All 69 sites, Mayor's Medallion recipients

Aidin in a 4th grader and attends Home School University in West Chicago and this summer he and his parents, Scott and Stacie, visited every one of the 69 museums in the Passport to Adventure booklet. Stacie will tell you, "it was a quest" and that Aidin was the one who wanted to "do it all." This was Aidin's first year participating in the program but his sister has done it in the past. Aidin's favorite museum was also SciTech in Aurora. For home schooled families the passport is a year around resource of institutions that support, guide and help families in learning and the Marotke family will tell you they "learned a lot" this summer!

The Won Family, All 69 sites, Mayor's Medallion recipients

Ella Joy, age 6, a first grader, and her brother Asaph, age 4, a home schooled preschooler, brighten up our Saturday mornings at the Bartlett Depot Museum when they bound through the door and begin engaging in the activities and hands-on offerings at our museum. It is here that the Won's learned of the passport program and this is the family's first year participating. First driven by the Mayor's Medallion, mom Anna and dad Mike, began the planning, mapping and driving of what it takes to accomplish a challenge of this magnitude. But they quickly discovered how they "looked forward to" visiting each of the 69 sites. For some people a museum is a learning experience, for others it is an entertainment activity. For the Wons, our museums also provided a haven and respite from hospitals and treatments and offered Ella Joy and her family a place to take a break and be a kid and most of all just have fun. In summing up the Won's passport experience, Anne stated they also learned a lot and this summer journey was "such a treasure and one they never will forget."

ILLINOIS ARTS & HUMANITIES MONTH (AH!) PROCLAMATION OCTOBER 2015

WHEREAS, during the month of October, AH! Month activities will be held across the state, bringing people together to engage with arts and humanities, such as musical performances, exhibits, lecture series, film screenings, poetry readings and more; and

WHEREAS, the arts and humanities are the embodiment of all things beautiful and entertaining in the world – the enduring record of human achievement; and

WHEREAS, the arts and humanities enhance every aspect of life in the Village of Bartlett – improving our economy; enriching our civic life, driving tourism; and exerting a profound positive influence on the education of our children; and

WHEREAS, the arts and humanities play a valuable role in the lives of our families, our communities, and our state; and

WHEREAS, The Village of Bartlett thanks those who are involved in the arts and humanities, especially Arts in Bartlett, for being an integral community partner and resource for special events and community enrichment; and

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois hereby proclaim October as "Illinois Arts & Humanities Month in DuPage County and urge all citizens to support Illinois Arts & Humanities.

Dated this 20th day of October 2015



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name (Case #14-27) Bartlett Pointe West 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:

This item will be discussed at this October 20, 2015 meeting:

(a) Approval of the 5th Amended Annexation Agreement;

These will be discussed at the November 3, 2015 meeting:

(b) Preliminary/Final Subdivision Plat,

(c) Preliminary/Final PUD Plan,

(d) Rezoning from PD-Townhomes to Single Family SR-4 PUD (Suburban Residence – Single Family),

(e) Special Use for a PUD (Planned Unit Development) in the SR-4 District, and

(f) a Comprehensive Plan Amendment to the Future Land Use Plan to allow the subject property to change from Mixed Use Business Park to Suburban Residential Uses (2-5 dwelling units/net acre)

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

The Committee of the Whole reviewed the Petitioner's requests at their meeting on October 6, 2015. The Committee wanted to add a disclosure agreement with regards to impervious surfaces on individual lots as an exhibit to the Ordinance. The Committee forwarded the petition on to the Village Board to hold the Public Hearing for the 5th Amended Annexation Agreement and a vote on the Ordinances for adoption.

ATTACHMENTS (PLEASE LIST)

CD Staff Memo and Ordinance with Exhibit

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance X_____

Motion: Move to approve Ordinance #2015-_____ An Ordinance Approving the Fifth Amended Annexation Agreement for Bluff City's South Business Park Property.

Staff: Jim Plonczynski, Com Dev Director Date: October 12, 2015

COMMUNITY DEVELOPMENT MEMORANDUM

15-216

DATE: October 12, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, CD Director
RE: **(#14-27) Bartlett Pointe West**

PETITIONER

Rich Guerard on behalf of Reliable Materials Corporation of Illinois (RMI)

SUBJECT SITE

East side of Southwind Blvd., South of West Bartlett Road (approximately 1,050 feet east of Route 25)

REQUESTS

This item will be discussed at the October 20, 2015 meeting:

- a) Approval of the 5th Amended Annexation Agreement

These will be discussed at the November 3, 2015 meeting:

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

SURROUNDING LAND USES

<u>Subject Site</u>	<u>Land Use</u> Vacant	<u>Comprehensive Plan</u> Mixed Use Bus. Park	<u>Zoning</u> PD
North	Blue Heron Business Park	Mixed Use Bus. Park	PD
South	Koehler Fields	Open Space	P-1
East	Single Family	Suburban Residential	PD
West	Vacant	Mixed Use Bus. Park	PD

SITE HISTORY

This property was zoned PD (Planned Development) and complied with the Comprehensive Plan which identified this site for commercial, office and industrial uses until the annexation agreement was amended to allow Multiple Family/Townhomes by Ordinance #2009-36 for the **Bartlett Pointe West Subdivision** (see attached plan). Bartlett

Pointe West was a 64 unit townhome development approved as a Preliminary Subdivision/PUD Plan. A final development plan was never submitted and the project was never built.

A **Concept Plan** was submitted in July 2014 to modify the 64 unit townhome development and change it to a 29 single family home lot subdivision. The Village Board liked the concept and recommended the Petitioner submit a Preliminary/Final Plat & PUD application.

CURRENT APPLICATION SUBMITTAL AND DISCUSSION

1. The Petitioner is requesting approval of the **5th Amended Annexation Agreement, a Preliminary/Final Plat of Subdivision, Preliminary/Final PUD Plan and a Special Use for a PUD** for a proposed 29 single family lot subdivision (33 total lots including the Common Areas, Open Space/Detention and a Park Site.) The 8.97 acre site is currently vacant and is located at the southeast corner of West Bartlett Road and Southwind Blvd approximately 1,050 feet west of Route 25.
2. The Petitioner is also requesting to **Rezone** the property from the PD- Planned Development Zoning District to the SR-4 PUD Zoning District. The proposed minimum lot size for this subdivision is 7,500 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 8,902 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)

Rear Yard = 25 feet

SR-4 Bulk Regulations

Rear Yard = 45 feet

3. The Petitioner is requesting one modification from the Subdivision Ordinance to reduce the right-of-way width from the required 66' to 60' for the proposed street. The streets would still meet the required minimum pavement width of 28 feet.
4. The petitioner will also extend the bike path along the northern edge of the development (as requested in the right of way) to tie into the existing bike path system from the east.
5. The Southwind Boulevard street plans have a sidewalk along the east side of the street to connect the bike path along West Bartlett Road to the subdivision and south towards the park.
6. The petitioner proposes to dedicate a 0.36 acre open space including a berm and landscaping to the Bartlett Park District at the south end of the development to add to the existing Kohler Fields and ball field area (Lot 30), and shall pay cash in lieu of land for the balance of its land donation.
7. The Petitioner will be installing a 4' high aluminum fence with stone accent piers along

Southwind Blvd and a 4' high fence with a minimum of a 3' tall berm along West Bartlett Road to comply with the West Bartlett Road Corridor Plan and provide a landscape buffer to help minimize the impact from future non-residential development to the west and reduce the existing noise from West Bartlett Road. It will also provide continuity with other residential developments along West Bartlett Road.

8. Open spaces will be located on the Common Area Lots 31, 32 and 33. These 30' wide and 25' wide lots respectively would serve as a buffer to West Bartlett Road and Southwind Boulevard for the future homeowners. These Common Areas Lots would be maintained by the Homeowner's Association.
9. The Petitioner will be installing one 25' tall streetlight along West Bartlett Road to comply with the West Bartlett Road Corridor Plan. The streetlight will actually be placed in the center median of Southwind Boulevard during time of construction of the street.
10. The Comprehensive Plan currently identifies this site as Mixed Use Business Park. 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 4.17 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/Final Engineering Plans;
 - b. Installation of an 11' wide bike path to match the existing bike path along the south side of West Bartlett Road in accordance with the West Bartlett Road Corridor Plan and sidewalks shall be provided throughout the Property.
 - c. A 4' high aluminum fence with stone accent piers shall be installed along Southwind Blvd and a 4' high fence along West Bartlett Road to comply with the West Bartlett Road Corridor Plan.
 - d. The developer shall dedicate an approximate 0.36 acre open space including a minimum of a 3' berm and landscaping to the Bartlett Park District at the South end of the development to add to the existing Koehler Fields and ball field area (Lot 30), and shall pay cash in lieu of land for the balance of its land donation.
 - e. The Landscape Plan shall comply with the West Bartlett Road Corridor Plan, except that existing overhead utilities along West Bartlett Road need not be buried (per the Annexation Agreement). The landscaping of the Property shall be provided, planted, completed and maintained in accordance with the Landscape Plan.
 - f. 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 west and that these uses emit noise during the day and in some instances late

- at night. A copy of the Disclosure Document shall be submitted to the Village and attached as an exhibit to the approving Ordinance;
- g. The developer shall prepare covenants, conditions and restrictions for the continued maintenance and upkeep of the common areas and landscape areas for review and reasonable approval by the Village Attorney prior to the recording of the Final PUD Plan and/or Final Plat of Subdivision for the Single Family Property.
 - h. Compliance with or satisfaction of all of the terms and conditions of the Fifth Amended Annexation Agreement.
 - i. 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.
 - j. Findings of Fact: (Planned Unit Development)
 - i. The Village anticipates updating the Comprehensive Plan to change the Future Land Use Plan from Mixed Use Business 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 September 10, 2015. The Commission recommended **approval** of the Petitioner's request subject to the conditions outlined above and the

Findings of Fact.

3. The Committee of the Whole reviewed the Petitioner's requests at their meeting on October 6, 2015. The Committee wanted to add a disclosure agreement with regards to impervious surfaces on individual lots as an exhibit to the Ordinance. The Committee forwarded the petition on to the Village Board to hold the Public Hearing for the 5th Amended Annexation Agreement and a vote on the Ordinances for adoption.

4. Attached is the 5th Amended Annexation Agreement Ordinance.

alz/attachments

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ORDINANCE 2015 - _____

**AN ORDINANCE APPROVING THE FIFTH AMENDED ANNEXATION AGREEMENT
FOR THE BLUFF CITY'S
SOUTH BUSINESS PARK PROPERTY**

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

SECTION ONE: The Fifth Amended Annexation Agreement for the Bluff City Property lying South of West Bartlett Road between the Village of Bartlett and Bluff City, LLC dated October 20, 2015, a copy of which is appended hereto as Exhibit A and is expressly incorporated herein (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: **October 20, 2015**

APPROVED: **October 20, 2015**

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015-_____ enacted on October 20, 2015, approved on October 20, 2015.

Lorna Giles, Village Clerk

EXHIBIT A

**THE FIFTH AMENDED ANNEXATION AGREEMENT
FOR THE BLUFF CITY PROPERTY LYING
SOUTH OF WEST BARTLETT ROAD**

On this 20th day of October, 2015, this Fifth Amended Annexation Agreement for the Bluff City Property (hereinafter alternately referred to as “the Agreement” or “this Agreement” or this Fifth Amended Annexation Agreement”) has been entered into by and between:

The Village of Bartlett, an Illinois municipal corporation (the “Village”) by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the “Corporate Authorities”) and

Bluff City, LLC, an Illinois limited liability company (“Bluff City”).

The Village and Bluff City are sometimes collectively referred to as the “Parties”.

RECITALS

A. The Village is a municipal corporation organized and existing under the laws of the State of Illinois.

B. This Agreement is being entered into pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.).

C. This Fifth Amended Annexation Agreement concerns 27.35 +/- acres of property owned by Bluff City that lies south of West Bartlett Road, east of Route 25, west of the Bartlett Pointe Subdivision and north of Koehler Fields athletic complex in Bartlett, which property is legally described on Exhibit A and is hereinafter referred to as the “South Business Park Property”.

D. Bluff City or its affiliated predecessors was the owner of real estate comprising approximately ninety (90) acres lying east of Route 25, South of West Bartlett Road, east of the Westridge Subdivision and North of the Tri-State Park, legally described on Exhibit B, sometimes hereinafter referred to as the “Original Bluff City Property”.

E. The Original Bluff City Property was part of the Mineral and Land Resources Property that was annexed to the Village in 1988, and was subject to the terms and conditions of an original Annexation Agreement dated June 21, 1988, which Agreement was subsequently modified by the terms and conditions of a certain Amended and Restated Annexation Agreement dated February 16, 1993 (the “First Amended Annexation Agreement”).

F. Pursuant to the First Amended Annexation Agreement, the Original Bluff City Property is zoned as a PD Planned Development with a special use permit that allows uses permitted in the B-1, B-2, B-3 and B-4, OR, I-1 and I-2 Zoning Districts under the Bartlett Zoning Ordinance.

G. Bluff City is the owner of record of real estate comprising approximately four (4) acres legally described on Exhibit C attached thereto and made a part hereof (sometimes hereinafter referred to as the "Weberpal Property").

H. By the terms and conditions of a certain Annexation Agreement for Kenyon and Weberpal Properties and Second Amended Annexation Agreement for Bluff City Property dated May 1, 2001 (the "Second Amended Annexation Agreement"), Bluff City and the Village amended the First Amended Annexation Agreement and amended the Planned Development on an approximate forty-eight (48) acre portion of the 90 acre Original Bluff City Property which 48 +/- acres is legally described on Exhibit D and is hereinafter referred to as the "Bartlett Pointe Property") to allow a single family home development thereon pursuant to a special use permit for a single family Planned Unit Development, and added (1) the 4 +/- acres Weberpal Property, (2) and the 18 +/- acres at the northeast corner of Route 25 and West Bartlett Road legally described on Exhibit E (hereinafter referred to as the "Kenyon Property") and allowed 7 +/- acres thereof to be used for storm water detention that serves the Bartlett Pointe Subdivision.

I. W. C. Kenyon and Sons Company is the owner of record of the Kenyon Property. This Fifth Amended Annexation Agreement does not concern the Kenyon Property and it shall continue to be governed by the Second Amended Annexation Agreement.

J. Pursuant to the Second Amended Annexation Agreement, Bluff City donated an 8.38 acre portion of the Original Bluff City Property to the Village, and donated an approximate 6.84 acre portion of the same to the Village for a water tower site in lieu of other land donations previously contemplated in the First Amended Annexation Agreement, which parcels are legally described on Exhibit F and are collectively hereinafter referred to as the "Village Property". The land donations as stated in the First Amended Annexation Agreement and the Second Amended Annexation Agreement have been completed in accordance with the terms and conditions contained in those respective agreements and therefore are not subject to this Agreement.

K. The approximate forty-eight (48) acre Bartlett Pointe Property was transferred to Wyndham Deerpoint Homes and subsequently sold to individual homeowners, and the 7 +/- acre retention pond that serves it and borders said subdivision to the west was conveyed by Bluff City to the Bartlett Pointe Homeowner's Association and therefore not subject to this Agreement.

L. An approximate five (5) acre portion of the Original Bluff City Property which is legally described on Exhibit G was transferred to separate owners affiliated with Bluff City and was developed with an office building (the "Office Property") and therefore is not subject to this Agreement.

M. The South Business Park Property (which is the balance of the Original Bluff City Property and Weberpal Property after excluding the Village Property, Bartlett Pointe Property, the portion dedicated as right-of-way to the Village for Southwind Boulevard on October 27, 2008 as Document No. 2008 K 081774, and the Office Property) was transferred to Bluff City from the various trusts and entities holding title thereto. Bluff City is now the sole owner of the South Business Park Property as defined herein.

N. Bluff City and the Village entered into the Third Amended Annexation Agreement to amend the Second Amended Annexation Agreement on March 17, 2009 pursuant to Section 7.18 therein in order to further amend the Planned Development to develop the South Business Park Property in accordance with the "Bluff City 2008 Amended Preliminary PUD Plan/Preliminary Plat, which included rezoning an approximate 8.97 acre portion of the South Business Park Property legally described on Exhibit I (the "Single-Family Property"), and made a part hereof, to allow multi-family homes and a special use permit for a multi-family Planned Unit Development to be developed in accordance with the Amended Preliminary Multi-Family PUD Plan (hereinafter defined). Thus leaving the 16.9 +/- acre balance of the South Business Park Property legally described on Exhibit J, attached thereto and made a part hereof, and previously referred to as "Proposed Lot 14" and "Lot 14" and hereinafter referred to as the "Commercial Property" zoned PD Planned Development District with the permitted and special uses allowed in the B-1, B-2, B-3 and B-4, OR, and I-1 Zoning Districts under the Bartlett Zoning Ordinance (the "Commercial O-R Industrial Uses") Bluff City. The Village entered into a Fourth Amendment to the Annexation Agreement approved April 16, 2013 as an amendment to the First Amended Annexation Agreement for the Weberpal property and the Third Amended Annexation Agreement for the Bluff City property lying south of the West Bartlett Road.

O. Bluff City desires to amend the Fourth Amended Annexation Agreement in order to further amend the Planned Development to develop the South Business Park Property in accordance with the Bluff City 2015 Preliminary/Final Bartlett Pointe West Plat and PUD Plan", as they may be revised with approval from the Village, which are attached hereto as Exhibit K, which includes rezoning an approximate 8.97 acre portion of the South Business Park Property legally described on Exhibit I (the "Single Family Property" formerly referred to as the "Multi-Family Property) to allow single family homes and a special use permit for a single family Planned Unit Development to be developed in accordance with the Amended Preliminary/Final Bartlett Pointe West PUD Plan (hereinafter defined), and leaving the 16.9 +/- acre balance of the South Business Park Property legally described on Exhibit J and hereinafter referred to as the "Commercial Property" zoned PD Planned Development District with the permitted and special uses allowed in the B-1, B-2, B-3 and B-4, OR, and I-1 Zoning Districts under the Bartlett Zoning Ordinance (the "Commercial O-R Industrial Uses").

P. Bluff City will donate an approximate 0.365 acre portion of the Single Family Property shown as Lot 30 on the Amended Preliminary/Final Bartlett Pointe West PUD Plan and Plat (the "Park District Property") to the Bartlett Park District in lieu of all other land donations, and shall

pay cash in lieu of land donations to the said Park District, Village, the Gail Borden Public Library District, the South Elgin Fire Protection District, any school district or governmental entity for the balance of its land donation calculated in accordance with the donation ordinance in effect at the time it pulls building permits thereon.

Q. The Bartlett Plan Commission on September 10, 2015, held a public hearing on Bluff City's petition to amend the Planned Development for the South Business Park Property in accordance with the Plans for Bartlett Pointe West; to grant a special use permit for a single family planned unit development for the Bartlett Pointe West Property to be developed in accordance with the Preliminary/Final Plat and PUD Plan for Single Family Homes (hereinafter defined) upon the Bartlett Pointe West Property; and for the Commercial Property with the Commercial O-R Industrial Uses consistent with its current zoning (the "Bluff City 2008 South Business Park Petition" Exhibit J), and has recommended approval to the Corporate Authorities, subject to certain conditions contained in its report.

R. Bluff City amended the Third Amended Annexation Agreement to provide for the construction and dedication of a road on the property legally described on Exhibit J and called the Commercial Property. The new road (hereinafter called "Road A" and "Benchmark Lane") is depicted as Road A on Exhibit J attached thereto and made a part hereof. The dedication of Road A created new parcels as also depicted on Exhibit J. Additionally Bluff City requests the option to place the public utilities adjacent to Road A in a public utility easement as opposed to dedicated right of way. Further Bluff City desires to amend certain dates in the Fourth Amended Annexation Agreement in recognition by the Village and Bluff City that due to uncontrollable circumstances, conditions prevailing in the real estate market for private development projects and the availability of fill material since the date of the Fourth Amended Annexation Agreement, that additional time is needed to complete the reclamation obligations and the construction of Southwind Boulevard as contemplated therein.

S. The Corporate Authorities have held public hearings to consider the various actions contemplated by this Agreement pursuant to public notice as required by the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.).

T. The Village, upon acceptance of this Agreement, has agreed to pass an ordinance approving and granting the zoning relief requested in the Bluff City 2015 Petition upon the terms and conditions set forth in this Agreement.

U. The Bartlett Plan Commission and the Corporate Authorities have found that the proposed uses of the South Business Park Property meet all appropriate standards of the Village.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreement herein contained, the Parties agree as follows:

I
AMENDED ANNEXATION AGREEMENT

1.1(a) Recitals.

The preceding Recitals are incorporated into this Agreement as if fully recited herein.

1.1(b) Applicable Law.

This Agreement is made pursuant to and in accordance with the provisions of 5/11-15.1 *et seq.* and 5/7-1-1 *et seq.* of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes).

1.1(c) Capitalized Terms. Capitalized terms used in this Amendment shall have the same meaning as set forth in the Third and Fourth Amended Annexation Agreements unless otherwise noted.

1.2 Enactment of Ordinance.

Immediately prior to the Village's execution of this Agreement, the Corporate Authorities shall enact an ordinance (hereinafter referred to as the "Ordinance") approving this Agreement and authorizing the Village President and Village Clerk to sign and attest to it. The Village shall furnish Bluff City with certified copies of this Agreement signed by the Village, which shall be recorded with the Kane County Recorder's Offices at Bluff City's expense. The Parties to this Agreement shall take all such steps necessary to notify and advise the public of these proceedings and of the Ordinance as required by Illinois law.

1.3 Excluded Property.

The Village Property has been donated pursuant to the terms and conditions of the Second Amended Annexation Agreement and therefore is not subject to this Agreement. The Kenyon Property is not subject to this Agreement, but is continued to be governed by the Second Amended Annexation Agreement. The Office Property is not subject to this Agreement, but is continued to be governed by the Second Amended Annexation Agreement. The Bartlett Pointe Property is not subject to this Agreement and remains subject to the Second Amended Annexation Agreement.

1.4 Included Property.

The balance of South Business Park Property, consisting of the Single Family Property and the Commercial Property as defined herein, shall be governed by the terms and conditions of this Fifth Amended Annexation Agreement.

II REZONING

2.1 Ordinances. Following execution of this Agreement by the Parties, the Village, at or before the next regularly scheduled meeting of the Village President and Board of Trustees (at which a quorum of the Corporate Authorities is present), shall enact the following ordinances:

A. An Ordinance amending the Planned Development for the Bluff City South Business Park Property, referred to as Bartlett Pointe West, Granting a Special Use Permit for an Amended Preliminary/Final Single Family PUD Plan (the "Preliminary/Final Bartlett Pointe West PUD Plans"), Approval of the Bartlett Pointe West Preliminary/Final Subdivision Plat for a Single-Family Development on a portion thereof known as the Bartlett Pointe West subdivision.

III DEVELOPMENT STANDARDS

3.1

A. The Bartlett Municipal Code.

The Parties agree that, as used in this Agreement with respect to the South Business Park Property, the term "Bartlett Municipal Code" shall mean all laws, codes, rules, ordinances, regulations and orders and all interpretations (whether judicial or administrative) thereof enacted by or applicable to the Village, as now in effect, including, but not limited to, the Bartlett Zoning Ordinance (the "Zoning Ordinance"), the Bartlett Subdivision and PUD Ordinance (the "Subdivision Ordinance") and the Bartlett Building Code (the "Building Code"), and the 2007 Bartlett Comprehensive Plan Amendment which approved of the West Bartlett Road Corridor Plan (the "Corridor Plan") as the same may hereafter be amended or modified pursuant to the terms of this Agreement, including without limitation, the change in the use on the Single-Family Property and no duty or obligation to bury existing utilities on the Single-Family Property and the South Business Park Property. The Village agrees that any changes, modifications, amendments or alterations to the Bartlett Municipal Code, including, but not limited to, the Subdivision Ordinance, the Zoning Ordinance, the Building Code, liquor control ordinances or other code, ordinance, rule or regulation relating directly or indirectly to the South Business Park Property shall not be applicable to the South Business Park Property during the term of this Agreement, with the following exceptions: (i) the Bartlett Donation Ordinance as it is amended from time to time and in effect at the time of application for building permit; (ii) building permit fees connection fees, consultants' fees, license fees and any other fees (excluding Village, park district, library district, school district, police district and fire district land and/or cash donations or fees made applicable to non-residential development) which are affected by inflationary factors may be increased during the term of this Agreement to meet increased costs so long as such fees are generally applicable to all property within the Village; (iii) any code, ordinance, rule or regulation or amendment thereof,

of general applicability throughout the Village which prohibits any product, material or construction method or mandates certain construction methods and/or improvements if it is reasonably determined by the Village to affect or improve public health or safety, and/or the safety of emergency responders, after the date of this Agreement; (iv) the Municipal Natural Gas Use Tax imposed by Ordinance 2012-31 "An Ordinance Amending the Bartlett Municipal Code by the Addition of Title 14, Chapter 1, Which Imposes a Municipal Natural Gas Use Tax"; and (v) the Municipal Electricity Use Tax imposed by Ordinance 2012-32 "An Ordinance Amending the Bartlett Municipal Code by the Addition of Title 14, Chapter 2, Which Imposes a Municipal Electricity Use Tax". From and after the expiration of this Agreement, all provisions of the Bartlett Municipal Code in effect as of the date of said expiration, shall apply to and govern the development of the South Business Park Property."

B. Permitted Uses.

(i) Single Family Property. There shall be permitted upon the Single Family Property the permitted uses allowed in the SR-4 zoning district and such special uses consistent with the Amended Preliminary/Final Bartlett Pointe West PUD Plan.

(ii) Commercial Property. Commercial Property shall retain the permitted and special uses allowed in B-1, B-2, B-3 and B-4, OR and I-1 Zoning Districts, subject to the performance standards applicable to such districts under the Bartlett Zoning Ordinance.

C. PUD Plans/Subdivision Plats/Site Plans.

(i) Single Family Property.

a. The special use permit for the Single Family Planned Unit Development shall be granted upon the condition that the Single Family Property is developed in accordance with the following plans, and the following and other terms and conditions set forth in this Agreement:

(1) The Preliminary/Final Engineering Plans for Bartlett Pointe West, for the Single Family Property prepared by Mackie Consultants, Inc. dated September 29, 2014 last revised September 21, 2015.

(2) The Preliminary/Final Plat and PUD Plan for the Single Family Property entitled "Preliminary/Final Plat and PUD Plan Bartlett Pointe West" prepared by Mackie Consultants, LLC dated August 29, 2014, last revised September 21, 2015 (the "Preliminary/Final Plat") attached hereto as Exhibit K;

(3) The Landscape plan for the Single Family Property prepared by Christopher B. Burke Engineering, LTD consisting of two sheets dated October 23, 2014, last revised May 29, 2015 (the "Single Family Preliminary Landscape Plan"), attached hereto as Exhibit L;

(4) Notwithstanding anything in this Agreement to the contrary the Village Administrator may approve any single family elevations which in his or her judgment substantially conform to quality of the Single Family Building Elevations. The approval of additional elevations by the Village shall not require an Amendment to the Annexation Agreement;

The Preliminary/Final Bartlett Pointe West PUD Plans, Preliminary/Final Plat for the Single Family Property, the Single Family Landscape Plan and the Single Family Building Elevations attached hereto as Exhibits K, and L are collectively referred to herein as the "Amended Preliminary/Final Single Family PUD Plan";

(5) All new utilities and communication facilities, including telephone, electric and cable television which serve the Single Family Property shall be installed underground. Bluff City shall promptly notify all utility and communication companies of the need for such underground installation and services prior to the construction to any improvements for the Single Family Property and shall provide the Village with a copy of such notice;

(6) Recording of easements approved by the Village Attorney and Village Engineer for all public utilities serving the Single Family Property along with appropriate access thereto;

(7) Bluff City shall pay cash in lieu of land for the balance of its land donation;

(8) The developer of the Single Family Property shall make cash donations pursuant to the Bartlett Donation Ordinance as amended and in effect at the time the developer applies for a building permit for the applicable unit (currently Ordinance 2013-69), and shall pay the sum of \$140.00 per unit to the Village as its contribution to the Municipal Building Fund, payable at the time of application of a building permit for each lot. No other cash donations or other impact fees shall be required to be made as part of the development of the Single Family Property other than pursuant to the Bartlett Donation Ordinance;

(9) The developer of the Single Family Property shall prepare covenants, conditions and restrictions for the continued maintenance and upkeep of the common areas and landscape areas for review and reasonable approval by the Village Attorney prior to the recording of the Final PUD Plan and/or Final Plat of Subdivision for the Single Family Property;

(10) Bluff City and/or the developer of the Single Family Property shall be required to deposit with the Village guarantees that they will complete, pay for, and maintain until acceptance by the Village, all on-site and off-site public improvements and certain private improvements, including, but not limited to, erosion control, site grading, restoration, underground improvements, detention basins, retention ponds, storm water management system, curbs, gutters, roads, street lights, parkways, bike paths, and all sidewalks, if any, (collectively, the "Improvements") (in accordance with the Bartlett Subdivision and PUD Ordinance (the "Subdivision Ordinance") and this Agreement. Bluff City and the developer of the Single Family Property shall execute and deliver to the Village a Public Improvement Completion Agreement in the form approved by the Village Attorney agreeing to be jointly and severally liable and obligated to construct and fully pay for all of the public improvements in strict accordance with approved final engineering plans. Upon completion of the public improvements, and their acceptance by the Village, Bluff City and/or the developer, as the case may be, 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, performance and payment bond or maintenance letter of credit in accordance with the Subdivision Ordinance;

(11) The Village Engineer's approval of the preliminary and final engineering plans for the Single Family Property, including, but not limited to final grades, drainage, street design, and cost estimates, and to the extent deemed necessary by the Village Engineer, preliminary/final engineering plans, drainage calculations, cost estimates for the storm water management improvements that will serve the Single Family Property, and such engineering plans and calculations for the Commercial Property as required by the Village Engineer;

(12) The developer of the Single Family Property shall install an eleven foot (11') wide bike path along the south side of West Bartlett Road in accordance with the West Bartlett Road Corridor Plan, which path shall be incorporated into the Final PUD Plan/ Final Subdivision Plat for the Single Family Property. Sidewalks shall be provided throughout the Single

Family Property and along Southwind Blvd as noted on the Amended Preliminary/Final Single Family PUD Plan;

(13) Final staff review and approval of the final design of the proposed landscaping for the Single Family Property and landscape easement along West Bartlett Road and along the perimeter and throughout the site of the Single Family Property, including the location of berms, fencing and plant material which shall generally be done in accordance with the Single Family Landscape Plan except as modified pursuant to said final staff review and approval;

(14) Road improvements to be dedicated shall be made in accordance with the Bartlett Subdivision Ordinance;

(15) Submission to the Community Development Department of the Plat of Easement and easement agreement with the Bartlett Pointe West Homeowners Association regarding any pedestrian access easements of Bartlett Pointe West Subdivision. The Bartlett Pointe West Home Owners Association shall maintain the easement areas; and

(16) Submission to the Community Development Department of the maintenance and easement agreement between the Bartlett Pointe West Home Owners Association and Bartlett Park District for the landscape berm located on the proposed park site.

(17) Compliance with or satisfaction of all of the terms and conditions of this Agreement;

b. Bluff City may make minor changes from the Amended Preliminary/Final Bartlett Pointe West PUD Plan and Preliminary/Final Plat with respect to the Single Family Property, as the case may be, as determined by the Village Administrator, without the consent or approval of the Corporate Authorities and without any public hearings. All such changes shall be deemed incorporated into this Agreement. As used herein a change shall not be considered minor if it includes the following:

(1) A change in the use or character of the development.

(2) An increase in the density or intensity of use.

(3) A relocation of any street, curb cut or intersection of more than ten feet (10') in a manner which would increase the problems of traffic

circulation or public utilities, or which would cause a significant negative impact upon the buffer or open space scheme.

(4) A reduction in required pavement widths.

(5) A change in the arrangement or location of principal structures or uses by more than ten feet (10').

(ii) Commercial Property.

a. The special use permit for the commercial/office-research/industrial development Planned Unit development to be developed on the Commercial Property shall be granted upon the condition that it is developed in accordance with the Bluff City 2008 Amended Preliminary PUD Plan/Preliminary Plat. Bluff City may submit to the Village one or more additional amended preliminary PUD plans/subdivision plats to further subdivide the Commercial Property, and final PUD plans/subdivision plats and site plans for the development of all or a portion of the Commercial Property in phases so long as it substantially conform to this Fifth Amended Annexation Agreement, the Bartlett Municipal Code and the laws, codes, rules, ordinances, regulations and orders of the Village as provided in Section 3.1 of this Agreement.

(iii) Future Special Use. Nothing herein contained shall preclude Bluff City from applying for a special use permit on any portion of the Commercial Property provided the special use is a special use allowed in the B-1, B-2, B-3, B-4, O-R or I-1 zoning district and such application is in compliance with the procedural requirements of the Zoning Ordinance, nor shall anything herein contained be construed as assuring Bluff City that such special use permit will be granted.

(iv) Future Modifications. With respect to the Commercial Property, any future modifications of any Village rule, ordinance or regulation shall be governed by the Third and this Fifth Amended Annexation Agreement.

D. Special Conditions, Modifications and Limitations.

The development of the South Business Park Property and the construction of any buildings thereon shall be performed, except as expressly provided for by the terms of this Agreement, in accordance with the Bartlett Municipal Code in effect as of the date of this Agreement, except for amendments of general applicability and meeting the requirements of subparagraphs (i) and (ii) of Section 3.1, paragraph A.

3.2 Reclamation Operations:

No Mining. The parties acknowledge the Mining Operations as defined in the Second Amended Annexation Agreement were discontinued on the South Business Park Property in the fall of 2008, and the parties agreed that there would be no further mining operations (as defined in the Second Amended Annexation Agreement) conducted on the South Business Park Property. Notwithstanding the foregoing, the parties acknowledge that the reclamation of mined areas on the South Business Park Property has not been completed, and that Bluff City and/or its contractors will complete the reclamation on Southwind Blvd ROW and the Depressional Area on or before December 31, 2016. The reclamation on the Commercial Property shall be completed by December 31, 2016 and the Single Family property by December 31, 2016.

3.3 Reclamation.

The South Business Park has been used for commercial mining purposes, including the extraction of minerals, sand, gravel, topsoil or other aggregates, prior to the development thereof. Mining Operations as defined in the First Amended Annexation Agreement and the Second Amended annexation Agreement was authorized on the Original Bluff City Property. The Original Bluff City Property and the Weberpal Property were used for the following purposes, which uses were authorized without further application, license, or permit, except as such permit may be required under Illinois Statutes: commercial mining purposes, including the extraction of minerals, sand, gravel, topsoil or other aggregates, the recycling of asphalt, concrete and other materials, the screening, crushing, mixing, washing, grinding, and storage thereof and reclamation through the use of clean construction fill, and the operation and construction of all buildings, structures and equipment necessary to accomplish the foregoing, provided satisfactory documentation has been filed with the Village (all or any of the aforesaid purposes are hereafter referred to as "Mining Operations"). The Mining Operations on the South Business Park Property were discontinued in the fall of 2008. The site and structure provisions and bulk regulations of the Zoning Ordinance (including, but not limited to, provisions of Village ordinances requiring, regulating, or restricting the height of improvements, the installation of utilities or the fencing of operations within buildings) shall not apply to Reclamation Operations on the South Business Park Property except as follows:

(A) Temporary structures and movable mechanical equipment used in connection with Reclamation Operations shall not exceed fifteen feet (15') in height (excluding buildings) and no such structure or equipment shall be located any nearer to the property line of a Residence (as such term is hereinafter defined) than a distance equal to 200 feet. The conveyors running underneath Illinois Route 25 and West Bartlett Road used in connection with the Mining Operations on the South Business Park Property have been permanently removed and will not be replaced.

(B) All signs shall conform to the applicable requirements for signs set forth in Chapter 12 of the Bartlett Zoning Ordinance, except as provided in Section 5.3 herein.

(C) All exterior lighting, building and parking lot lights and landscape lighting shall be directed away from adjacent highways, streets and properties, and shall not exceed .2 foot candle at any of the property lines.

(D) During the period Reclamation Operations are conducted on any part of the South Business Park Property, the performance standards of the I-2 EDA General Industry Economic Development Area Overlay District shall not apply to Reclamation Operations on that portion of the South Business Park Property so long as such Reclamation Operations continue. Notwithstanding the foregoing, the Reclamation Operations shall be subject to the following:

(i) Reclamation Operations shall not be required to be conducted within enclosed buildings.

(ii) For purposes of this Section 3.2 and elsewhere in this Agreement, the term "Residence" shall mean a building actually used and occupied for residential purposes hereafter constructed in the Village of Bartlett and anywhere on the South Business Park Property.

(iii) Reclamation Operations are limited in duration and location as follows: Reclamation Operations shall only be conducted between the hours of 7:00 a.m. to 9:00 p.m. Monday through Friday, and 8:00 a.m. through 9:00 p.m. on Saturdays and Sundays, except if Reclamation Operations are within 200 feet of a Residence, then Reclamation Operations shall cease at 7 p.m. regardless of the day of the week.

(iv) In no event shall any blasting operations be conducted on the South Business Park Property.

(v) Any portion of any open pits and shafts located within two hundred feet (200') of a public road or right-of-way shall be backfilled as soon as operations and conditions permit, but in no event later than December 31, 2012.

(vi) All buildings used in connection with the Reclamation Operations shall be located at least two hundred feet (200') from the property line of any Residence owned by someone other than Bluff City or any of its affiliates.

(vii) All existing fences and/or berms installed along the rights-of-way of Route 25 and West Bartlett Road used to screen the former Mining Operations shall be removed and completed in connection with the Reclamation Operations, except

said berms may be modified, landscaped and improved as provided in any landscape plan approved by the corporate authorities in connection with the development of the South Business Park Property or portions thereof if approved for development in phases.

(viii) All reclamation shall comply with applicable state and county regulations, including the State of Illinois Surface-Mined Land Conversion and Reclamation Act (Illinois Compiled Statutes, Chapter 225-715/1 et seq.) and the Illinois Environmental Protection Act (Illinois Compiled Statutes, Chapter 415-5/1, et. seq.) from time to time in effect, and the compaction standards set forth in this Agreement.

(ix) Reclamation Operations shall at all times be subject to and conducted in accordance with State and Federal laws and regulations (including, but not limited to the applicable rules and regulations of the United States and Illinois Environmental Protection Agencies). In the event there is a conflict between State and Federal controls, the more restrictive shall apply. To ensure compliance with all applicable laws and regulations and the compaction standards contained herein, the Village shall have the right, but not the obligation to make inspections at all times and to have access to the South Business Park Property during normal business hours for the purpose of observing, monitoring, and measuring the Reclamation Operations, including compaction.

(x) Upon any written complaint being lodged with the Village and copied to Bluff City by an individual owning a Residence and within 1000 lineal feet of the Reclamation Operations, regarding dust or materials on their property and/or on West Bartlett Road or Route 25 (adjacent to any Reclamation Operations), or Bluff City's operations on its other adjoining property, upon the Village's request, Bluff City shall promptly sweep 1,000' of West Bartlett Road or Route 25 (as the situation requires), 500' in each direction from the entrance of such Reclamation Operations and shall use commercially reasonable measures to improve dust control.

(xi) Bluff City shall provide the Village with copies of all data and bonds submitted to the State of Illinois Bureau of Mines in connection with the issuance of any required permits.

(xii) Any change in access points to and from the South Business Park Property to conduct all Reclamation Operations shall be designated by Bluff City and shall be reasonably acceptable to the Village, and shall be subject to all county and IDOT approvals.

(xiii) The Village warrants and covenants that it shall not mine or engage another party to mine any portion of the Village Property.

(xiv) Bluff City shall no longer have the right to convey materials between all portions of the South Business Park Property, and other properties owned by Bluff City or its affiliates, including under West Bartlett Road and/or Route 25.

(xv) Trucks used in hauling materials to the site for Reclamation Operations shall be loaded and/or tarped in such a manner as to prevent spillage onto the public highway.

(xvi) Ground cover or other planting shall be installed on the Single Family Property and on the Commercial Property on the first of the following to occur: 1) within six (6) months of completion of the Reclamation Operations in said area unless construction of improvements thereon is reasonably expected to commence within said six (6) month period, and all applicable final zoning and subdivision approvals have been procured, or 2) when required by IEPA rules and regulations.

(xvii) Upon completion of the Reclamation Operations, the South Business Park Property shall be left in a condition so that sufficient drainage is provided in order to prevent water pockets or undue erosion with all grading and drainage such that natural storm water leaves the entire South Business Park Property at drainage points reasonably approved by the Village Engineer during the subdivision process. In the event the reclamation plan shall provide for the permanent establishment of a lake, the grading and drainage may be altered, but not in such a manner as to cause damage or inconvenience to surrounding or abutting properties.

(xviii) Graded or backfilled areas or banks in the case of excavations made to a water-producing depth shall be covered with topsoil to a minimum depth of six inches (6"). Such topsoil shall have a minimum of twenty-five percent (25%) organic material.

(xix) Upon replacement of the topsoil, trees, shrubs, legumes, grasses or groundcover, native species if possible shall be planted in accordance with the approved landscape, soil erosion control and reclamation plan.

(xx) All buildings, plants, structures (except fences) and equipment used in connection with the Mining Operations shall be entirely removed from the South Business Park Property, unless the same are to be used in connection with the Reclamation Operations proposed or relative to the removal of stored materials.

Any and all stockpiled materials on the South Business Park Property shall be removed on or before December 31, 2016, and the area occupied by such stockpiled material, or materials, shall then be restored as provided for in the reclamation plan.

(xxi) All concrete and asphalt stockpiled on the South Business Park Property for recycling purposes, and all recycled materials stock piled thereon have been removed from the South Business Park Property.

(xxii) All recycled materials shall be identified as to origin and potential for ground water or surface water contamination upon request. A minimum one hundred foot (100') separation from any surface waters shall be provided for recycled materials and associated activities.

(xxiii) All mined areas shall be reclaimed or filled with clay or structural fill (including clean construction or demolition debris as defined in subsection 3.3(D)(xxiv)) spread in lifts no greater than ten inches (10") in depth, with each lift compacted to 95% of the maximum density in accordance with ASTM (modified proctor method) ("95% Modified Proctor") for roadway and parking lots, and under all building footprints if known (including the Single Family buildings as shown on the Preliminary/Final Bartlett Pointe West PUD Plan Exhibit H). To the extent practicable, Bluff City shall limit the number of sources of clean construction fill and/or demolition debris to be used to reclaim the Southwind Blvd ROW to no more than five (5) primary sources with a significant volume of fill material. Bluff City shall take proctor tests from each such source to determine an average proctor for the fill material and cause an independent testing firm to perform nuclear density testing daily only on those days on which fill material is received from that particular source based on said average proctor. All other areas shall be filled with clay or structural fill spread in lifts no greater than twelve inches (12") in depth and each lift compacted to 90% maximum density in accordance with ASTM modified proctor method (90% Modified Proctor") Such compaction for the Southwind Blvd ROW and the Depressional Areas Filling shall be completed no later than December 31, 2016.

Such filling and compaction for the Commercial Property shall be completed no later than December 31, 2016 and for the Single-Family property no later than December 31, 2016. Upon completion of the Southwind Blvd ROW reclamation, Bluff City shall submit soil borings and soil test results to the Village acceptable to the Village Engineer before construction of Southwind Blvd may commence. Upon request, Bluff City shall submit periodic soil testing results to evidence compliance with said standards and the eventual builder shall furnish the Village with soil test results and primary sources of fill material for the footing/building pad area on each lot in the Single-Family Property prior to issuance of a building permit therefor. Where soils have been compacted to less than 95% Modified Proctor as allowed hereby, no construction shall be allowed

unless and until extraordinary footings and foundations or other structural engineering method has been approved by the Village Engineer, and in the event any such deficient compacted soils are determined to be located under any portion of a future proposed building, no such building shall be constructed without the Bartlett Building Director's additional approval of each extraordinary measures and engineering methods.

Bluff City shall maintain the security posted in conjunction with other property being mined and/or reclaimed by Bluff City or its affiliates or subsidiaries within the Village, provided such security expressly provides that it can be drawn upon to satisfy Bluff City's reclamation and compaction obligations set forth in this Agreement.

(xxiv) All mined areas shall be reclaimed or filled with clay or structural fill (including clean construction or demolition debris as defined in subsection 3.2(D)(xxvi)) spread in lifts no greater than ten inches (10") in depth, with each lift compacted to 95% of the maximum density in accordance with ASTM (modified proctor method) ("95% Modified Proctor") for roadway and parking lots, and under all building footprints if known (including the townhome buildings as shown on the Multi-Family Site Plan). To the extent practicable, Bluff City shall limit the number of sources of clean construction fill and/or demolition debris to be used to reclaim the Southwind Blvd ROW to no more than five (5) primary sources with a significant volume of fill material. Bluff City shall take proctor tests from each such source to determine an average proctor for the fill material and cause an independent testing firm to perform nuclear density testing daily only on those days on which fill material is received from that particular source based on said average proctor. All other areas shall be filled with clay or structural fill spread in lifts no greater than twelve inches (12") in depth and each lift compacted to 90% maximum density in accordance with ASTM modified proctor method (90% Modified Proctor") Such compaction for the Southwind Blvd ROW and the Depressional Areas Filling shall be completed no later than December 31, 2016. Such filling and compaction for the balance of the South Business Park Property shall be completed no later than December 31, 2016. Upon completion of the Southwind Blvd ROW reclamation, Bluff City shall submit soil borings and soil test results to the Village acceptable to the Village Engineer before construction of Southwind Blvd may commence. Upon request, Bluff City shall submit periodic soil testing results to evidence compliance with said standards and the eventual builder shall furnish the Village with soil test results and primary sources of fill material for the footing/building pad area on each lot in the Multi-Family Property prior to issuance of a building permit therefor. Where soils have been compacted to less than 95% Modified Proctor as allowed hereby, no construction shall be allowed unless and until extraordinary footings and foundations or other structural engineering method has been approved by the Village Engineer, and in the event any such deficient

compacted soils are determined to be located under any portion of a future proposed building, no such building shall be constructed without the Bartlett Building Director's additional approval of each extraordinary measures and engineering methods .

Bluff City shall maintain the security posted in conjunction with other property being mined and/or reclaimed by Bluff City or its affiliates or subsidiaries within the Village, provided such security expressly provides that it can be drawn upon to satisfy Bluff City's reclamation and compaction obligations set forth in this Agreement.

(xxv) Bluff City agrees that if within any one calendar month period, five (5) or more individuals owning Residences within the Village and within 1,000 lineal feet of the Reclamation Operations lodge substantiated written complaints with the Village which are copies to Bluff City regarding dust or particulate matter generated by the Reclamation Operations, Bluff City, will at its sole expense, purchase or lease up to three devices (but not less than two) designed to measure the air quality at the South Business Park Property line over a 24 hour period in conformance with the procedures set forth in the attached Exhibit N to the Third Amended Annexation Agreement. In the event any violation of state or federal requirements for particulate matter are indicated, the Village may so advise the appropriate authority and deliver the results of the monitoring to the authority and upon notice to Bluff City seek specific performance or enjoin Bluff City from continuing to violate said requirements. If, at any time thereafter, a period of one (1) year lapses without a violation, the devices shall be removed and no further monitoring shall occur until five complaints in the same manner as set forth above are again received in a one month period, at which time the procedures set forth above shall apply.

(xxvi) Only clean construction or demolition debris as defined by the Illinois Environmental Protection Act (Illinois Compiled Statutes, Chapter 415 ILCS 5/3.160) shall be used to reclaim the South Business Park Property. Bluff City agrees not to use pieces of concrete or asphalt larger than 6 inches as fill, but may use existing crushed and recycled concrete and/or asphalt stored on-site, or crushed off-site and hauled to the site.

Notwithstanding anything to the contrary stated herein, Bluff City shall be obligated to perform all duties and obligations hereunder with respect to the Reclamation Operations on the South Business Park Property.

(xxvii) Bluff City shall reclaim and fill all depression areas on the South Business Park Property located within a 450 foot radius of the proposed well head for Well #9 depicted on Exhibit P to the Third Amended Annexation Agreement,

which area is designated therein with diagonal hash marks (the "Depressional Area") so that said area does not retain any surface water, to elevations that are at the proposed road subgrade for future Southwind Blvd measured at the centerline of said proposed ROW as shown on the Southwind Blvd. Preliminary Grading Plans prepared by Mackie Engineering, dated 11/30/06, last revised 10/30/07 (the "Southwind Blvd Preliminary Grading Plan") and then sloped downward away from the ROW in a northwesterly direction from the inside of the curve of said proposed ROW, and in a northeasterly direction from the outside curve of said ROW and from the northeast side of the Village Water Tower Site, at a 2% +/- slope for a distance of 450 feet to meet the proposed grades at the 450 foot line as shown on Exhibit P to the Third Amended Annexation Agreement, and then slope away from that point at a 1:1 slope to meet existing grades (the "Depressional Area Filling"). The Depressional Area Filling shall be completed within a tolerance of +/- 0.50 feet of the proposed depressional grades on or before September 1, 2016 to enable the Village to apply for a permit to the IEPA to install a municipal well on its existing Water Tower site that the Village acquired from Bluff City under the Second Amended Annexation Agreement.

3.3 Prohibition of Certain Uses.

Bluff City agrees that the Property shall not, at any time, be used for a public or private dump, compost site, landfill or other waste disposal site or a site for the incineration, baling, processing, handling or storage of garbage, ashes, compost or any of them; provided; however, the foregoing shall not prohibit the temporary storage or importing of material (except garbage, ashes, compost or any of them) for reclamation or mass grading of the Property. Adult bookstores, Adult cabarets, Adult entertainment establishments, Adult mini-motion picture theaters and Adult motion picture theaters (collectively, "Adult Uses") as those terms are defined in the Bartlett Zoning Ordinances shall be prohibited on the Property.

3.4 Development Procedures.

Notwithstanding any other provision of the Bartlett Zoning Ordinance, or any other Village ordinances, codes, rules or regulations, it is agreed that Bluff City has disclosed, to the Corporate Authorities, adequate land use and planning information to permit approval of the intended use of the Property.

3.5 Landscaping.

The landscaping of the Single Family Property shall be provided, planted, completed and maintained in accordance with the Landscape Single Family PUD Plan for the Single Family Property, and shall comply with the West Bartlett Road Corridor Plan, except that existing overhead utilities need not be buried. All final landscaping plans shall be submitted to the Village concurrently with the Final PUD Plan or Final Plat of Subdivision with respect to the Single Family

Property. A final landscape plan, as modified and enhanced by the West Bartlett Road corridor Plan (except that existing overhead utilities shall not be required to be buried) shall be submitted with each phase of the development of the Commercial Property and shall be in compliance with the Zoning Ordinance, the Subdivision Ordinance and the West Bartlett Road Corridor Plan, except that existing overhead utilities on the South Business Park Property are not required to be buried based on the estimated cost to remove eight (8) overhead utility poles and multiple transmission lines and to place existing overhead utilities in conduit underground.

IV SPECIAL CONDITIONS

The Property shall be developed in strict accordance with the requirements of the Zoning Ordinance and the Subdivision Ordinance in effect as of the date of the execution the Fifth Amendment to the Annexation Agreement as modified by this Amendment, including, but not limited to, this Article IV.

4.1 Detention and Storm Water Management.

Although located in Kane County, the DuPage County Storm Water Management Ordinance and Best Management Practices which the Village of Bartlett has adopted as part of the Bartlett Subdivision Ordinance is applicable to all properties in the Village, and shall apply to the South Business Park Property, as it is amended from time to time, except that to the extent the current detention and storm water management standards as of the date of this Fifth Amended Annexation Agreement can be grandfathered, or the South Business Park Property can be exempt from more stringent standards set forth in any future amendments, the detention and storm water standards shall be grandfathered and/or the South Business Park Property shall be exempt, but only if in doing so there is no negative impact on downstream properties or other requirement that would obligate the Village to spend monies to correct or make improvements or subject to Village to any liability or fines. Bluff City, other parties and the Village have previously entered into separately negotiated easement agreements relating to storm water detention for the South Business Park Property. Pursuant to those easement agreements, the South Business Park Property has easement rights to drain all storm water into and store all storm water from the South Business Park Property in the detention pond owned by the Village.

4.2 Sediment and Erosion Control Plan.

The Village expressly waives all requirements for submission of a Sediment and Erosion Control Plan for reclamation of the South Business Park Property; provided, however, that (1) erosion from Reclamation Operations shall not impact adversely upon the properties of adjoining property owners within the Village, and (2) all applicable federal, state and county governmental standards are met. Upon subdivision and/or development of any portion of the South Business Park Property, all Village requirements regarding submission of a Sediment and Erosion Control Plan shall be met for said portion of the South Business Park Property.

4.3 Temporary Signage.

Architectural entrance structures shall be permitted on both sides of each entranceway within the Property and other property owned by Bluff City. The materials permitted for such entrance structures shall include, without limitation, brick, concrete, stone or wood, and shall be of a design and size as determined by Bluff City so long as any identification sign placed on such entrance structures shall not exceed twelve (12) square feet, subject to being located in a sign easement and the issuance of a sign permit from the Village. All other signage shall be permitted on the Property as permitted by applicable Village ordinances, codes, rules and regulations. In addition to the foregoing, the following temporary signage and/or fixtures shall be permitted on or near the Single Family Property:

A. One (1) 10' x 20' double sided identification sign located on the Single Family Property. The sign may be lighted.

B. One (1) 8' x 10' double sided sign located on the Commercial Property. Said the sign may be lighted.

C. Each lot may have an identification/water valve box protection sign not to exceed four (4) square feet each.

D. Each model unit may have an identification sign not to exceed four (4) square feet each.

E. Safety/construction traffic control signs, as deemed necessary by Bluff City, not to exceed four (4) square feet each.

F. Three flagpoles (American Flag, State of Illinois Flag and the Village of Bartlett Flag) located at the model sites with a height not to exceed twenty feet (20') each.

G. One (1) 4' x 8' construction signs located on the Single Family Property near the entranceways to the Single Family Property.

H. Temporary fencing located at sites designated by Bluff City on the model area and construction office sites directing the public to the sales office and model sites and identifying the sales office, construction office and model sites.

I. Awnings located over the entrance of the sales office located on the Single Family Property.

J. One (1) 4' x 5' sales information sign located near the sales information center.

Provided said temporary signs are kept in good condition and repair, Bluff City need not remove any of the above signs set forth in Subparagraphs (A) through (J) above until three (3) months after the sale of the last unit on the Single Family Property.

4.4 Utility Improvements.

A. Sanitary Sewers.

Bluff City shall construct and install sanitary sewer improvements as necessary in accordance with the Village ordinances, codes, rules and regulations, and shall be connected to the FRWRD, except that trunk lines and conveyance pipes and systems of the other waste water reclamation district or other adjacent communities, may be utilized to the extent approved by the FRWRD, and/or said other adjacent communities and/or districts.

B. Water System.

(i) The Village owns and operates a water distribution system within the Village. The Village may install a new municipal well on the adjoining Water Tower site. The Village represents that the Village system has capacity to provide potable water to the South Business Park Property for any purpose. Subject to reasonable availability, water from the Village water distribution system shall be provided to the South Business Park Property throughout the term of this Agreement according to the rate schedule from time to time in effect generally as to all properties within the Village. The Village shall keep Bluff City reasonably advised upon written request of the availability of water from the Village of service the Property.

(ii) Bluff City and/or the developer of the Single Family Property may (but are not required to) use metered municipal water during the reclamation and construction phase of the development of the South Business Park Property, for watering trees, sod and other plant material, jetting of trenches and mixing of construction materials. In the event Bluff City and/or said developer elect to use such metered water, they shall pay to the Village its usual and customary water use charges therefor, calculated on the basis of readings of meters installed by the Village at such electing parties' expense.

C. Rights-of-Way.

The Village agrees that upon execution of this Agreement it will cooperate with Bluff City to acquire any and all easements and/or rights-of-way necessary to service the South Business Park Property with sanitary sewer and water and/or construct various off-

site public road improvements. If requested to do so by Bluff City, in writing, the Village will, to the extent it is authorized by law to do so, file condemnation proceedings to acquire easements over properties specifically identified by the requesting party; provided, however, that said properties are located within the corporate limits of the Village of Bartlett and are not owned by another governmental entity, and the cost of acquisition, including reasonable legal fees, shall be paid by Bluff City. If the Village is unable to acquire such easements by condemnation by reason of the condemnation or other acquisition of properties by an applicable governmental entity, Bluff City and the Village will cooperate in securing alternative easements or rights-of-way, and the additional cost shall be advanced by Bluff City. The costs of acquiring such easement shall be deemed costs of utility improvements, which, to the extent they are required to be oversized to serve other properties in the Village, the additional costs attributable to any such oversizing may be recaptured by Bluff City.

D. Conveyance to Village.

Upon certification by the Village Engineer that the utility improvements servicing the Property have been completed in accordance with the Subdivision Ordinance and this Agreement and the approved final engineering plans, title to such improvement shall be transferred to the Village by its customary Bill of Sale, and the Village shall accept maintenance responsibility therefor, provided Bluff City has posted a maintenance bond and/or other security in accordance with the Subdivision Ordinance to guaranty its obligation to maintain the public improvements for a period of 18 to 22 months after they have been accepted by the Village.

4.5 Building Requirements.

A. Building Standards and Inspections.

Except as expressly provided in this Agreement, all buildings to be constructed on the Property shall be constructed in strict accordance with the requirements of the Building Code.

B. Pre-Constructed Components.

The Village understands that certain components of the Single Family buildings proposed to be constructed upon the Single Family Property may be assembled off-site, but only those pre-constructed components as are currently allowed under the Bartlett Building Code. Bluff City shall open any such pre-constructed components to the Village inspectors so that they may be fully inspected on-site, or at the location they are assembled and pre-constructed at the option of the Village. Such pre-constructed member components shall include, without limitation, roof trusses, and engineered floor systems, framing member skeleton, wall panels and stair systems.

C. Building and Other Permits.

Building permit applications, including, but not limited to, the plans and specifications for any building to be constructed on the Property shall be subject to the review and approval of the Bartlett Building and Community Development Department in accordance with the Bartlett Building Code and the approved Plat of Subdivision. The Village shall issue (to the extent permitted herein) all necessary building and other permits within a reasonable time (considering workloads and vacation schedules of Village personnel) after submission of a complete building permit application. The Parties agree that the Village may employ an independent consulting firm to process the various building permit applications submitted by Bluff City and the cost of the same shall be borne by Bluff City. Notwithstanding the foregoing, the Village shall issue building permits for up to three (3) model units (the "Models") and one (1) temporary sales office on the Single Family Property on Lots 9, 10 and 11 on the west side of Abbott Court as soon as site grading for such building sites is approved by the Village and completed, provided an adequate means for Village personnel, fire and police access to such building sites is in place, and further provided there is a working fire hydrant within 100 feet of the Models and sales office with parking. Such adequate means shall include construction of Southwind Boulevard, Abbott Lane and Abbott Court from Abbott Lane north to the south end of the cul-de-sac bulb with curb and gutter, gravel base and binder course within the designated rights-of-way maintained by Bluff City so as to be always accessible by such Village and emergency personnel. In the event such building sites become inaccessible as determined by the Village in its sole discretion, the Village may issue in writing, together with items for correction, a stop work order with respect to construction on such building sites. Upon satisfaction by Bluff City of all such items as determined by the Village in its sole discretion and evidenced by a written release of said stop work order, all halted construction may resume. Bluff City shall hold the Village and the South Elgin Fire Protection District (the "SEFPD") and their respective officials and employees harmless with respect to any and all damages, liabilities, costs and expenses incurred by the Village in the event the building sites are inaccessible to such Village, the SEFPD and emergency personnel during construction and subsequent to the issuance of such building permits. The Models and sales trailer must be connected to sanitary sewer and water before the buildings are occupied. No building permits for homes (other than the Models and the sales unit) to be constructed on the Single Family Property shall be issued until after the site grading has been completed and approved, Abbott Court, Abbott Lane and Southwind Boulevard have been constructed and improved with binder course and curb and gutter, and the storm sewer system and, municipal water and municipal sanitary sewer systems have been approved and installed in accordance with the Village ordinances and are operational as determined by the Village Director of Public Works. If Bluff City, the residential builder and the Village do not agree on the entitlement of Bluff City to a requested permit, then Bluff City and the Village shall meet with due diligence and in good faith to attempt to resolve the matters at issue.

D. Certificates of Occupancy.

The Village shall issue certificates of occupancy in accordance with the provisions of Chapter 5 (Sections 9-5-1, *et seq.*) of the Bartlett Building Code. Notwithstanding any contrary provisions in the Bartlett Building Code or any other ordinances, including any changes subsequent to the execution of this Agreement the Village shall issue certificates of occupancy within a reasonable time (consider workloads and vacation schedules of Village personnel) after submission of complete occupancy permit applications. A building shall qualify for a certificate of occupancy when all of the requirements of Chapter 5 of the Building Code have been met. Subject to the Building Code and the posting of a bond or letter of credit as required by Section 9-5-4, the Village shall issue a conditional certificate of occupancy between November 1 and June 1 for a particular building, notwithstanding the fact that landscaping, concrete work, paving, and site grading may not be complete, and a topographic survey has not been furnished because of weather conditions, provided that the provisions of said Section 9-5-4 of the Building Code have been satisfied.

E. Temporary Building and Bluff City's Office.

Bluff City shall have the right to locate construction offices or storage trailers, temporary sales office and asphalt parking lots on the South Business Park Property during the period of development of the Property, provided such trailers and the area in which they are located are kept in first class condition and comply with the Village's Ordinances for such uses. The facilities set forth above may be utilized by Bluff City, as the case may be, prior to and after the time permanent water and sewer connections are available provided such use complies with public health requirements.

4.6 Completion of Reclamation.

Bluff City has furnished the Village with a grading plan for the Single Family Property, and the balance of the South Business Park Property. Said grading plans were subject to the review and reasonable approval of the Village Engineer. Bluff City discontinued all mining operations on the South Business Park Property in the fall of 2008, and has not commenced any new mining operations in, under or upon the Property. Bluff City shall complete the reclamation of the Southwind Blvd. ROW so that the road can be constructed by December 31, 2016, and shall have completed the Reclamation Operations for the Commercial Property by December 31, 2016 and the Single Family Property by December 31, 2016 and the Southwind Blvd ROW and the Depressional Area, by December 31, 2016. Reclamation of the Southwest Blvd ROW shall mean Bluff City shall fill and compact said area comprising that ROW in accordance with the final approved plans for the Southwind Blvd. ROW as finally approved by the Village Engineer and the provisions of Section 3.3(D)(xxiv) to a dirt subgrade which is within one half (.5) foot of the center line subgrade as depicted and specified in the Southwind Blvd Preliminary Grading Plan. Reclamation of the

Single Family Property shall mean filled and compacted in accordance with the provisions of Section 3.3(D)(xxiv) to a dirt sub-base which is within a tolerance of one (1) foot of the subgrade elevations for said property (the "Single Family Property Subgrade") as specified on the grading plan therefor as finally approved by the Village Engineer and which is generally described as graded to drain the Single-Family Property and to match the subgrades of the eastern ROW of Southwind Blvd (after reclamation) on the west, the western edge of the Bartlett Pointe detention pond parcel on the east, the northeasterly edge of the Water Tower site on the south and West Bartlett Road along the north edge. Reclamation of Commercial Property shall mean filled and compacted in accordance with the provisions of Section 3.3(D)(xxiii) to a dirt sub-base which is within a tolerance of one (1) foot of the subgrade elevations for the Commercial Property as depicted and specified on the grading plan therefor as finally approved by the Village Engineer, and which is generally described as graded to drain the parcels north and south of Benchmark Lane to match the subgrades at the eastern edge of the Rt. 25 ROW on the west, the western ROW line of Southwind Blvd (after reclamation) on the east, the north ROW line of Southwind Blvd (after reclamation) on the south, and either the southern edge of the West Bartlett Road ROW or existing utility grades on the north. Reclamation of the Depressional Area shall mean filled and compacted in accordance with the provisions of Section 3.3(D)(xxvii) Bluff City shall provide the Village with sufficient security, subject to approval of the Village Engineer, to guarantee the reclamation of the Property will be timely completed.

4.7 Permit Documentation.

When the approval of or authorization by the Village on a document is required in connection with a permit, application or other administrative procedure required by an state, federal or other governmental agency having jurisdiction over any aspect of the South Business Park Property, the Village shall execute all such required documents within a reasonable time after receipt of all information submitted in support of such permit application or administrative procedure.

4.8 Stop Orders.

If conditions occur which require a stop order, the Village may issue stop orders in accordance with Chapter 23 (Sections 9-23-1, et seq.) of the Bartlett Building Code. Notwithstanding any contrary provisions in said Building Code, including any changes subsequent to this Agreement, the Village shall, whenever possible, endeavor to give notice to Bluff City of its intent to issue stop orders (excluding stop orders relating to life/safety issues) at least twenty-four (24) hours in advance of the actual issuance of such stop orders, and the Village shall set forth the basis for such stop orders. Notwithstanding the foregoing, the Village shall give Bluff City written notice of any oral stop order within forty-eight (48) hours after the issuance of any oral stop order. In the event a court of law or equity determines that said stoppage was wrongful, Bluff City shall have the right to seek all available remedies

4.9 Street Improvements. Street improvements shall be constructed and installed by Bluff City in accordance with the Subdivision Ordinance except as otherwise provided in this Agreement, including, but not limited to the following exception:

A. Construction of Southwind Blvd.

(i) The Bluff City 2015 Amended Preliminary/Final Plat and PUD Plan attached hereto as Exhibit H depicts the right-of-way ("ROW") for the street to be constructed by the Village on the South Business Park Property to provide access to West Bartlett Road and Illinois Route 25 ("Southwind Blvd."). A 500 foot portion of Southwind Blvd. has been constructed in accordance with that certain Cost Sharing Agreement entered into between the Village and Bluff City on or about April 18, 2000. Bluff City has forgiven all amounts due from the Village under said Cost Sharing Agreement and canceled said obligation. Bluff City shall construct Southwind Blvd. at its sole cost and expense and complete said construction by December 31, 2016.

(ii) Upon certification by the Village Engineer that Southwind Blvd. has been completed in accordance with the Subdivision Ordinance and the approved final engineering plans, the Village shall accept maintenance responsibility therefor in accordance with its normal procedure.

4.10 Disclosure to Purchasers of Actual Potential Surrounding Uses and Impervious Surface Requirements.

In connection with the sale of residences on the Single Family Property, the developer of the Single Family Property shall cause to be displayed in a conspicuous location in its sales trailer and/or office for said development a 24" x 36" copy of the Preliminary/Final Plat and PUD Plan together with an exhibit no smaller than 24" x 36" that depicts all actual and known potential uses for the properties within 2,000 feet of the boundaries of the Single Family Property, including, but not limited to, the Reclamation Operations, possible mining uses on Bluff City's property lying north of West Bartlett Road, the Commercial, OR Office/Research District, Industrial Uses, the Water Tower, ballfields to the south, a state park to the southeast, retention pond and single family homes to the east.

In addition, each sales contract for the sale and/or construction of a residence on the Single Family Property shall contain a separate disclosure addendum (Exhibit H) disclosing the following:

Disclosure to Purchasers of Surrounding Uses & Impervious Surfaces

The South Business Park Property to the west of the Bartlett Pointe West Subdivision was zoned to allow mining of aggregate (sand and gravel). The mining operations on said property were completed and discontinued in the fall of 2008. Nevertheless, reclamation of mined areas on the adjacent property to the west for the commercial property and the depressional area (filling and

grading operations) is not expected to be completed until December 31, 2017. There is no mining on or adjacent to the Bartlett Pointe West Subdivision and there will be no further mining occurring closer than 2,000 feet from any residence in the Bartlett Pointe West Subdivision. All remaining Reclamation Operations shall be 135 feet or more from the nearest Residence in the Bartlett Pointe West Subdivision and any occupied Residence in the Bartlett Pointe West Subdivision. The Purchaser is aware of the existing land uses to the north, south and west and that these uses emit noise during the day and in some instances late at night (sports fields).

The maximum impervious surface percentage for all buildings and structures (principal and accessory uses) including paved, impervious, or traveled surfaces on a lot shall not exceed the chart found in Exhibit H.

V DONATIONS

5.1 Donations.

A. Cash Donations. The builder (the “Applicant”) of the homes of Single Family Property shall pay the cash in lieu of land and cash donations pursuant to the Bartlett Donation Ordinance as amended and in effect at the time the Applicant applies for a building permit for the applicable unit. The Applicant shall also pay the sum of \$140.00 per unit to the Village as its contribution to the Municipal Building Fund, payable at the time of application of a building permit for each unit. The builder of any building on the Commercial Property shall pay a sum equal to \$.50 per square foot to the Village as its contribution to the Municipal Building Fund, payable at the time of application of a building permit for each office, commercial or industrial building. For the remaining Property other than the Single Family Property, no other cash donations or other impact fees shall be required to be made to the Village, the Gail Borden Public Library District, the South Elgin Fire Protection District, any school district or governmental entity as part of the development of the Property.

B. Land Donations.

Bluff City shall donate a 0.365 acre +/- park site to the Bartlett Park District depicted as Lot 30 on the Preliminary/Final Bartlett Pointe West PUD Plans and Preliminary/ Final Plat for the Single Family property, and cash in lieu of land for the difference between the required land donation and the actual amount of land donated based on the Donation Ordinance in effect at the time of said donation.

VI
IMPLEMENTATION OF AGREEMENT

6.1

A. Utilities.

The Village agrees to aid Bluff City and to cooperate reasonably (including the execution of petitions) with Bluff City in their dealings with any and all applicable governmental bodies, agencies and utility companies having jurisdiction over the development of the Property in obtaining utility and other governmental services for the Property, including but not limited to sanitary sewers.

B. Performance and Payment Bond or Letter of Credit.

For each development phase of the Property, the Bluff City and/or the developer shall furnish and the Village shall accept a performance bond, labor and material payment bond or letter of credit from a surety or federally insured and regulated financial institution meeting the requirements of, and otherwise in conformance with the Subdivision Ordinance, to guarantee completion of the public improvements to be constructed, including and not limited to, reclamation of the Southwind Blvd ROW, and full payment therefor for that particular development phase of the Property. Such performance bond, labor and material payment bond or letter of credit may be reduced in accordance with the provisions of the Subdivision Ordinance.

C. Benchmark Lane. Street Improvement for Benchmark Lane shall be constructed and installed by Bluff City in accordance with the Subdivision Ordinance except as provided below.

(i) The utilities for sanitary sewer shall be placed in a public utility easement on the north side of Benchmark Lane.

(ii) The utility easement in (i) above shall be included in the calculation of any required set-backs and parking shall be allowed in the public utility easement on the Proposed North lot 14 (the Commercial Property) so long as it does not encroach into any of the required landscape yards.

(iii) Benchmark Lane shall be built either simultaneously with or after the construction of Southwind Blvd.

(iv) Upon certification by the Village Engineer that Southwind Blvd and Benchmark Lane have been completed in accordance with the Subdivision

Ordinance, as amended, and the approved final engineering plans, and compliance with the Subdivision Ordinance for the acceptance of public improvements, including, but not limited to, the delivery of a warranty bill of sale transferring title to the Village of the underground improvements and the filing of a maintenance letter of credit or maintenance bond, the Village shall accept maintenance of the road and sanitary sewer and water mains therefore in accordance with its normal procedure.

6.2 Enactment of Ordinances.

The Village shall, from time to time, enact such ordinances, or amend such ordinances, as may reasonably be necessary to carry out and enable the Village to carry out the agreements contained herein.

6.3 Bartlett Zoning Ordinance.

All references herein to the Zoning Ordinance shall mean the Bartlett Zoning Ordinance, Title 10 of the Bartlett Municipal Code, as amended and in effect as of the date of this Agreement. At Bluff City's request, the Village Clerk shall certify copies of the Zoning Ordinance to facilitate later interpretation of this Agreement.

6.4 Bartlett Subdivision Ordinance.

All references herein to the Subdivision Ordinance shall mean the Bartlett Subdivision and Planned Unit Development Ordinance, Title 11 of the Bartlett Municipal Code, as amended and in effect as of the date of this Agreement. At Bluff City's request, the Village Clerk shall certify copies of the Subdivision Ordinance to facilitate later interpretation of this Agreement.

6.5 Bartlett Building Code.

All references herein to the Building Code shall mean the Village of Bartlett Building Code, Title 9 of the Bartlett Municipal Code, as amended and in effect as of the date of this Agreement. At Bluff City's request, the Village Clerk shall certify copies of the Building Code to facilitate later interpretation of this Agreement.

6.6 West Bartlett Road Corridor Plan.

All references herein to the West Bartlett Road Corridor Plan shall mean the Village of Bartlett Comprehensive Plan Amendment for the West Bartlett Road Corridor prepared by Teska Associates, Inc. and adopted as Ordinance 2007-41, as amended and in effect as of the date of this Agreement, except the same shall hereafter be modified to conform the uses on the Single Family Property to the residential uses contemplated herein and to eliminate any duty or obligation to bury existing utilities on the South Business Park Property. At Bluff City's request, the Village Clerk

shall certify copies of the West Bartlett Road Corridor Plan to facilitate later interpretation of this Agreement.

6.7 All Action Taken.

The Parties agree that to the best of their knowledge, they have taken, or will take, all action required by law, including the holding of such public hearings as may be required, to bring about the amendments and exceptions to the Zoning Ordinance, the Subdivision Ordinance, the West Bartlett Road Corridor Plan, and other related ordinances, and the adoption of such other ordinance amendments, exceptions and variances as may be necessary or proper in order to zone and classify the South Business Park Property so that to enable the same to be used and developed as contemplated herein and to enable the Parties to execute this Agreement and fully carry out all the covenants, agreements, duties and obligations created and imposed by the terms and conditions hereof.

6.8 Facilitation of Development.

It is understood and agreed that the successful consummation of this Agreement and the development of the South Business Park Property is in the best interests of all the Parties and requires their continued cooperation. Bluff City hereby evidence their intention to fully comply with all Village requirements, their willingness to discuss any matters of mutual interest that may arise, including, but not limited to potential condemnation proceedings or negotiations by or with any governmental entity for any portion of the Property, and their willingness to assist the Village, to the fullest extent possible. The Village does hereby evidence its intention to always cooperate in the resolution of mutual problems and its willingness to facilitate the development of the South Business Park Property, as contemplated by the provisions of this Agreement.

6.9 Enforceability of Agreement.

This Agreement shall be enforceable in a court of competent jurisdiction by any of the Parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any portion of this Agreement are ruled invalid, such provisions shall be deemed to be excised here from and the invalidity thereof shall not affect any of the remaining provisions contained herein. In the event the zoning or special uses on the Property are ruled invalid by a court of competent jurisdiction, the Corporate Authorities agree that they shall immediately take such action to grant the zoning and special uses contemplated herein if so requested by Bluff City.

6.10 Term and Assignment of Agreement.

This Agreement shall be binding on all of the Parties for a term of twenty (20) years from the date of execution of this Fifth Amended Annexation Agreement by the Village, and any extended time that may be agreed to by amendments, or a longer period of time if permitted by

law. If for any reason the term of this Agreement shall be held invalid, the term shall be deemed to be the maximum term then permitted by law. Except for Bluff City's reclamation and compaction obligations, this Agreement may be assigned without Village approval and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the South Business Park Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement which affect the portion of the South Business Park Property sold or conveyed and thereafter the seller shall have no further obligations (except with respect to Bluff City's reclamation and compaction obligations, which shall continue to be an obligation of Bluff City even if the South Business Park Property is sold, or this Agreement is assigned, unless said obligations are assumed by the purchaser thereof and the corporate authorities of the Village are satisfied, in their sole and absolute discretion, that the purchaser/assignee has the financial wherewithal to complete said obligations, and has posted adequate security to insure that said reclamation and compaction obligations will be timely completed as it relates to said assignment and/or the portion of the South Business Park Property conveyed. The Village shall have the right to withhold its approval from or deny the issuance of permits to an owner(s) of any portion of the South Business Park Property in the event said owner(s) is or are in default or breach of this Agreement.

6.11 Binding Effect of Agreement.

The conditions and covenants of this Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

6.12 Corporate Capacities.

The Parties acknowledge and agree that the individuals that are members of the group constituting the corporate authorities of each party, as the case may be, are entering into this Agreement in their official capacities as members of such group and shall have no personal liability in their individual capacities.

6.13 Notices.

Any notice required pursuant to the provisions of this Agreement shall be in writing and be sent by certified mail, return receipt requested, or nationally recognized overnight courier to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the U.S. Mail or the first business day following deposit with such nationally recognized overnight courier, as the case may be.

If to the Village:

Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attn: Valerie L. Salmons,

Village Administrator

with a copy to:

Bryan E. Mraz
Bryan E. Mraz & Associates
111 East Irving Park Road
Roselle, Illinois, 60172

If to Bluff City:

Brian Lansu
Bluff City, LLC
2250 Southwind Blvd.
Bartlett, Illinois, 60103

with a copy to:

Richard M. Guerard
Guerard, Kalina & Butkus
320 S. County Farm Road, Suite H
Wheaton, IL 60187

6.14 Default.

In the event any party defaults in its performance of its obligations set forth in this Agreement, then the non-defaulting party shall, upon notice to the defaulting party, allow the defaulting party sixty (60) days to cure the default ("Opportunity to Cure") (except for emergencies that affect life and safety shall be cured immediately), or provide evidence that such default will be cured in a timely manner if it cannot be cured during said period. Notwithstanding the foregoing, a party that is guilty of repeated defaults of the same or similar provisions of this Agreement, which shall mean three such defaults within any two year period, shall not be entitled to an Opportunity to Cure. If after the applicable cure period(s) have expired and a party is still in default under this Agreement, then the non-defaulting shall have all rights and remedies at law and equity to enforce its rights and the terms of this Agreement.

6.15 Conflicts with Village Ordinances.

If in interpreting this Agreement or considering matters affect the Property, a conflict arises or exists between Village ordinances and this Agreement, this Agreement shall control to the extent permitted by law. The Village ordinances shall be controlling except to the extent that this Agreement provides a specific exception to the applicability of the Village ordinances.

6.16 Amendment.

This Agreement may be amended as to all or a portion of the South Business Park Property from time to time in the same manner prescribed by law for the adoption of this Agreement. This Agreement may be amended as to all or a portion of the Single Family Property without the consent

of the owner(s) of the Commercial Property. This Agreement may be amended as to all or a portion of the Commercial Property without the consent of the owner(s) of the Single Family Property.

6.17 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6.18 Prevailing Party.

If suit is brought by any party to this Agreement to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses and court costs.

6.19 Hold Harmless.

Bluff City shall in the event a claim is made against the Village, its officers, other officials, agents and employees or any of them, or if the Village, its officers, other officials, agents and employees or any of them, is made a party-defendant in any proceeding arising out of or in connection with this Agreement or the South Business Park Property, the rezoning and subdivision of the South Business Park Property, the approval and grant of any special use permits for the Single Family Planned Unit development, the South Business Park Property, the prior Mining Operations on the South Business Park Property, the Reclamation Operations, and/or the development of the South Business Park Property, including matters pertaining to the hazardous material and other environmental matters, (except as may be required by provisions 765 ILCS 705/1 and 740 ILCS 35/1 of the Illinois Statute for the negligent acts and omissions of the Village, its officers, other officials, agents and employees or any of them) defend, indemnify and hold the Village and its officials, officers, employees and agents harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney's fees in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no agreement as to a conflict of interest, then Bluff City shall bear such expense. The Village and such officers, other officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, Bluff City shall be entitled to settle any claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, other officials, agents and employees as the case may be. In the event Corporate Authorities unreasonably withhold such approval or consent Bluff City's obligation to indemnify and defend shall terminate. Bluff City agrees that the Village, its officers, other officials, agents and employees shall not be liable for any liability, losses, judgments, costs, fees, including reasonable attorney's fees and expenses arising out of or in connection with the Village's failure to approve preliminary or final plans, provided, however, Bluff City does not relinquish their right to receive approval of its final plans, including final plats

of subdivision, building and occupancy permits and other permits, approval and licenses and to such extent Bluff City retains the right to legal or equitable action against the Village for declaratory judgment, injunctive relief and mandamus to enforce all of its rights under this Agreement, provided in no event shall the Village or any officer, agency or employee be liable for monetary damages or attorney's fees in connection therewith.

6.20 Reimbursement.

Bluff City shall reimburse the Village for outside consultants costs for attorney's fees, engineering design and review, construction engineering, planning consultants incurred by the Village in connection with the processing, and review of all matters pertaining to the South Business Park Property, this Annexation Agreement, including the drafting and negotiation hereof, the drafting of the ordinances to implement the terms hereof, and all matters pertaining to the plans, plats and/or engineering, and all other matters related to the development of the South Business Park Property during the entire term of this Agreement including costs incurred prior to the date of this Agreement, and until the South Business Park Property is fully developed , or all Public Improvements are accepted by the Village, and all applicable maintenance periods have expired, whichever is longer. Payment by Bluff City to the Village shall occur promptly after receipt by Bluff City of invoices for such work. If such amounts are not paid within 30 days of invoice, Village shall have no further obligation to proceed or act upon any element of Bluff City's development, including, without limitation, the development of the Single Family Property and the Commercial Property, or to issue any permits for the development of any portion of the Southwind Property.

6.21 Notification Regarding Sale.

Within five days after the sale, transfer or assignment of all or any part of the South Business Park Property, Bluff City shall notify the Village thereof. This requirement shall not apply to the sale of platted lots and/or single family lot purchasers who ultimately occupy said single family homes for residence purposes.

6.22 No Disconnection.

Bluff City, and any of its successors in interest, shall not file, cause to be filed, or take any action that would result in the disconnection or de-annexation of the South Business Park Property, or any portion thereof, from the Village of Bartlett during the term of this Agreement, unless and until a court of competent jurisdiction enters a final order finding and determining that the Village is in material breach of this Agreement, and said order is not appealed within the applicable period to file an appeal thereof, or if an appeal is filed after all stays and appeals have been fully decided or determined.

6.23 Joint Work Product.

This Agreement is and shall be deemed and construed to be the joint and collective work product of the Village and Bluff City and, as such, this Agreement shall not be construed against any party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict in terms or provisions, if any contained herein.

6.24 Exercise of Home Rule Power.

This Agreement is adopted pursuant to the provisions of the Illinois Municipal Code; provided, however, that any limitations in the Illinois Municipal Code in conflict with the provisions of this Agreement shall not be applicable, and as to all such provisions, the Village hereby exercises its powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois. Simultaneously with the annexation of the Property and without further public hearings, the Village agrees, to the extent it may lawfully do so, adopt such ordinances as may be necessary to effectuate the use of its home rule powers. The Village recognizes and agrees that the entry into this Agreement, and the approval of the Zoning/Subdivision Petition as set forth in Section 2.1 hereof, are upon the express reliance by Bluff City of all of the terms and provisions hereof and that the Village shall take no action which shall in any way be contrary to, or inconsistent with, the terms and provisions of this Agreement.

6.25 Severability.

The provisions hereof shall be deemed to be severable; and if any section, paragraph, clause, provision or item herein shall be held invalid, the invalidity of such section, paragraph, clause, provision, or item shall not affect any other provision hereof; provided, however, the Village shall under no circumstances be required to incur any liability or loss or incur any expense for any reasons in the event that any such section, paragraph, clause, provision or item is held invalid.

6.26 Forgiveness of Certain Village obligations.

A. The Second Amended Annexation Agreement provides in Section 5.6(e) that the Village pay a \$25,000.00 recapture fee in the event the Village elects to utilize sanitary sewer lines installed by Bluff City to service the Future Village Property. In the Third Amended Annexation Agreement Bluff City thereby forgave and canceled said amount and all accrued interest thereon due from the Village and cancels said obligation.

B. The Second Amended Annexation Agreement provided in Section 6.3(a)(ii) that Bluff City donate certain land to the Village and requires the Village to purchase certain land from Bluff City, and to pay for certain improvements that were performed by and paid for by Bluff City. The parties acknowledge that after all required

donations and construction credits, the Village owes Bluff City as of the date of this Agreement approximately \$260,000.00 toward the purchase and/or improvement of its property. In the Third Amended Annexation Agreement Bluff City thereby forgave said amount due from the Village, waived any claim for interest thereon, and canceled said obligation.

Executed on the date first above written at Bartlett, Illinois.

[SIGNATURE PAGE FOLLOWS]

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

Village of Bartlett

Bluff City, LLC, an Illinois limited Liability Company

By: _____

Village President

By: _____
Its Manager

Attest:

_____, Village Clerk

INDEX OF EXHIBITS

Exhibit A	Legal Description of South Business Park Property
Exhibit B	Legal Description of Original Bluff City 90 Acre Parcel
Exhibit C	Legal Description of Weberpal Property
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Exhibit E	Legal Description of Kenyon Property
Exhibit F	Legal Description of Village Property
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Exhibit H	Single Family Property Disclosure Addendum Form
Exhibit I	Legal Description of Single Family Property (Bartlett Pointe West)
Exhibit J	Legal Description of Commercial Property
Exhibit K	Preliminary/Final Plat and PUD Plan for Single Family
Exhibit L	Single Family Landscape Plan

EXHIBIT A

SOUTH BUSINESS PARK PROPERTY

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1370.87 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 36, TO THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE SOUTHERLY ALONG THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 396951.85 FEET, AN ARC LENGTH OF 1163.54 FEET, WITH A CHORD BEARING SOUTH 02 DEGREES 52 MINUTES 17 SECONDS EAST; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 50.05 FEET TO A POINT 50.00 FEET EAST OF THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTHERLY PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397001.85 FEET, AN ARC LENGTH OF 48.03 FEET, WITH A CHORD BEARING NORTH 02 DEGREES 47 MINUTES 26 SECONDS WEST; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, WITH A RADIUS OF 397001.85 FEET, A DISTANCE OF 364.14 FEET AND CHORD BEARING NORTH 02 DEGREES 49 MINUTES 13 SECONDS WEST, FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397001.85 FEET, AN ARC LENGTH OF 687.28 FEET, WITH A CHORD BEARING NORTH 02 DEGREES 53 MINUTES 46 SECONDS WEST, TO THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD: THENCE THE FOLLOWING FIVE COURSES ALONG SAID SOUTHERLY RIGHT OF WAY; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 872.06 FEET; THENCE SOUTH 45 DEGREES 53 MINUTES 13 SECONDS EAST, A DISTANCE OF 70.25 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 66.01 FEET; THENCE NORTH 44 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 71.18 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 279.98 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 1173.03 FEET, ALONG SAID EAST LINE; THENCE NORTH 88 DEGREES 13 MINUTES 42 SECONDS WEST, A DISTANCE OF 314.00 FEET: THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 49 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 175.36 FEET; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 197.00 FEET, AN ARC LENGTH OF 167.18 FEET, AND CHORD BEARING SOUTH 65 DEGREES 21 MINUTES 30 SECONDS WEST; THENCE SOUTH 89 DEGREES 40 MINUTES 10 SECONDS WEST, A DISTANCE OF 111.96 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 377.15 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 585.41 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

EXHIBIT B
ORIGINAL BLUFF CITY 90 ACRE PARCEL

That Part of Section 36, Township 41 North, Range 8, East of the Third Principal Meridian described as follows: Commencing at the Point of Intersection of the East Line of the Aurora, Elgin and Chicago Railway Company per Document No. 52794 recorded September 21, 1901 in Kane County, Illinois and the Centerline of Middle Street as presently monumented and occupied, thence North 69 Degrees, 47 Minutes, 25 Seconds East along said Centerline of Middle Street, a distance of 1398.18 feet to the Centerline of Illinois Route 25; thence Southerly along the Centerline of Illinois Route 25, along a curve to the right having a radius of 375,714.50 feet, a distance of 238.57 feet to the North Line of the Southeast Quarter of said Section 36 for the Point of Beginning; thence continuing Southerly along the Centerline of said Illinois Route 25, along the continuation of a curve to the right having a radius 375,714.50 feet, a distance of 1566.44 feet; thence North 88 Degrees, 37 Minutes, 14 Seconds East along a line parallel with the South Line of said Section 36, a distance of 1306.18 feet to a point on the East Line of said Section 36 lying 1069.80 feet North of the Southeast Corner of said Section 36; thence North 00 Degrees, 28 Minutes, 15 seconds West along the Easterly Line of said Section 36, a distance of 966.05 feet to a point lying 9.02 chains (595.32 feet) South of the Northeast Corner of the Southeast Quarter of said Section 36; thence South 88 Degrees, 49 Minutes 08 Seconds West along a line parallel with the Northerly Line of the Southeast Quarter of said Section 36, a Northerly line of the Southeast Quarter of said Section 36, a distance of 5 chains (330 feet); thence North 00 Degrees 28 Minutes 15 Seconds West along a line parallel with the Easterly Line of said Section 36, a distance of 9.02 Chains (595.32 feet) to a point on the North Line of said Southeast Quarter of Section 36, lying 5 chains (330 feet) West of the Northeast Corner of said Southeast Quarter; thence South 88 Degrees 49 Minutes 08 Seconds West along the North line of the Southeast Quarter of Section 36, a distance of 1040.79 feet to the Point of Beginning, all in Kane County, Illinois.

Excepting therefrom the following described premises conveyed to the State of Illinois on January 9, 1995 consisting of approximately 1.143 acres of which 0.768 acres lie within existing right-of-way:

That part of the Southeast Quarter of Section 36, Township 41 North, Range 8 East of the Third Principal Meridian in Kane County, Illinois described as follows: Commencing at the Northeast corner of said Southeast Quarter of Section 36; thence South 89 degrees 52 minutes 42 seconds West (Bearings assumed for description purposes only), 1370.71 feet along the North line of said Southeast Quarter to the center line of Illinois Route 25 for a Point of Beginning; thence North 89 degrees 52 minutes 42 seconds East, 50.02 feet along said North line to a line that is 50.00 feet Easterly and parallel with the center line of said Illinois Route 25; thence Southerly 994.75 feet parallel with said center line on a curve to the right having a radius of 397,001.85 feet, the chord of said curve bearing South 01 degrees 50 minutes 27 seconds East, 994.75 feet; thence South 88 degrees 13 minutes 51 seconds West, 50.00 feet to the center line of said Illinois Route 25; thence Northerly 996.19 feet along said center line on a curve to the left having a radius of 396,951.85 feet, the chord of said curve bearing North 01 degrees 50 minutes 28 seconds West, 996.19 feet to the Point of Beginning, in Kane County, Illinois.

Also excepting therefrom the following described premises conveyed to the County of Kane on January 9, 1995 consisting of approximately 15,698 square feet or 0.360 acres:

That part of the Southeast Quarter of Section 36, Township 41 North, Range 8 East of the Third Principal Meridian, Kane County, Illinois described as follows: Commencing at the Northeast corner of said Southeast Quarter of Section 36; thence South 89 degrees 52 minutes 42 seconds West (Bearings assumed for description purposes only), 580.48 feet along the North line of said Southeast Quarter for a Point of Beginning; thence South 00 degrees 13 minutes 09 seconds East, 53.55 feet to a line that is 50.00 feet Southerly and parallel with the center line of West Bartlett Road; thence South 89 degrees 46 minutes 51 seconds West, 728.60 feet parallel with said center line; thence South 43 degrees 56 minutes 17 seconds West, 13.93 feet to a line that is 50.00 feet Easterly and parallel with the center line of Illinois Route 25; thence Northerly 64.83 feet parallel with the center line of said Illinois Route 25 on a curve to the left having a radius of 397,001.85 feet, the chord of said curve bearing North 01 degrees 54 minutes 29 seconds West, 64.83 feet to the north line of said Southeast Quarter of Section 36; thence North 89 degrees 52 minutes 42 seconds East, 740.21 feet along said north line to the Point of Beginning, in Kane County, Illinois.

Also excepting therefrom the following described premises dedicated to the Village of Bartlett for Southwind Boulevard on or about August 18, 2001 consisting of approximately 20,712 square feet:

That part of the southeast quarter of Section 36, Township 41 North, Range 8 East of the Third Principal Meridian, Kane County, Illinois described as follows:

Commencing at the northeast corner of said southeast quarter of Section 36; thence south 88 degrees 49 minutes 56 seconds west (bearings assumed for description purposes only), 1370.87 feet, along the north line of said southeast quarter of Section 36, to the centerline of Illinois Route 25; thence south along the centerline of Illinois Route 25, on a curve, concave westerly, having a radius of 396951.85 feet, an arc length of 1163.54 feet, with a chord bearing south 02 degrees 52 minutes 17 seconds east a distance of 1163.54 feet; thence north 89 degrees 40 minutes 10 seconds east, a distance of 50.05 feet to a point 50.00 feet east of the centerline of Illinois Route 25; thence north parallel with the centerline of Illinois Route 25 on a curve, concave west; having a radius of 397001.85 feet, an arc length of 48.03 feet, with a chord bearing north 02 degrees 47 minutes 26 seconds west a distance of 48.03 feet; thence south 46 degrees 33 minutes 42 seconds east, a distance of 21.66 feet; thence north 89 degrees 40 minutes 10 seconds east, a distance of 286.42 feet; thence south 00 degrees 19 minutes 50 seconds east, a distance of 66.00 feet; thence south 89 degrees 40 minutes 10 seconds west, a distance of 258.59 feet; thence south 43 degrees 26 minutes 44 seconds west, a distance of 55.35 feet to a point 50.00 feet east of the centerline of Illinois Route 25; thence north parallel with the centerline of Illinois Route 25 on a curve, concave west, having a radius of 397001.85 feet, an arc length of 73.03 feet, with a chord bearing north 02 degrees 46 minutes 54 seconds west a distance of 73.03 feet to the point of beginning, containing an area of 20,712 square feet (0.4755 acres) of land more or less.

Also excepting therefrom the following described premises conveyed by Trustee's Deed dated August 23, 2000 and recorded in Cook County as Document No. 2000K068299 to the People of the State of Illinois, Department of Transportation:

That part of the southeast quarter of Section 36, Township 41 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, described as follows; Commencing at the northeast corner of said southeast quarter of Section 36; thence south 88 degrees 49 minutes 56 seconds west (bearings assumed for description purposes only), 1,370.87 feet to the centerline of Illinois Route 25; thence south along the centerline of Illinois Route 25 on a curve, concave westerly, having a radius of 396,951.86 feet, an arc length of 996.25 feet, with a chord bearing south 02 degrees 53 minutes 00 seconds east a distance of 996.25 feet to the point of beginning; thence north 87 degrees 07 minutes 39 seconds east a distance of 50.00 feet a point 50.00 feet east of the centerline of Illinois Route 25; thence south parallel with the centerline of Illinois Route 25 on a curve, concave west, having a radius of 397,001.85 feet, an arc length of 571.73 feet, with a chord bearing south 02 degrees 46 minutes 13 seconds east a distance of 571.73 feet; thence south 88

degrees 05 minutes 08 seconds west, a distance of 100.03 feet to a point 50.00 feet west of the centerline of Illinois Route 25; thence north parallel with the centerline of Illinois Route 25 on a curve, concave west, having a radius of 396901.85 feet, an arc length of 569.13 feet, with a chord bearing north 02 degrees 46 minutes 13 seconds west a distance of 569.13 feet; thence north 87 degrees 07 minutes 39 seconds east, a distance of 50.00 feet to the point of beginning, in Kane County, Illinois.

All that part of the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian, thence North 00 degrees 28 minutes 15 seconds West, along the West line of said Southwest quarter of Section 31, a distance of 1,069.80 feet; thence North 88 degrees 37 minutes 14 seconds East, a distance of 517.89 feet; thence North 00 degrees 28 minutes 15 seconds West parallel with the West line of said Southwest quarter of Section 31, a distance of 686.52 feet to the point of beginning; thence continuing along said parallel line North 00 degrees 28 minutes 15 seconds West, a distance of 895.56 feet to the South line of the North 52 links (34.32 feet) of the West 1369.05 feet of said Southwest quarter, point being 517.89 feet Easterly of the West line of said Southwest quarter of Section 31, as measured along the said South line of the North 52 links; thence North 88 degrees 34 minutes 47 seconds East, along said South line of the North 52 links, a distance of 770.00 feet; thence South 00 degrees 21 minutes 10 seconds West, a distance of 743.67 feet; thence South 09 degrees 57 minutes 32 seconds West, a distance of 114.30 feet; thence South 88 degrees 34 minutes 47 seconds West, parallel with said South line of the North 52 links of said Southwest quarter, a distance of 740.78 feet to the point of beginning, said parcel containing 15.0 acres more or less all lying in Cook County, Illinois.

All that part of the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of

the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian; thence North 00 degrees 28 minutes 15 seconds West, along the West line of said Southwest quarter of Section 31, a distance of 1,069.80 feet; thence North 88 degrees 37 minutes 14 seconds East, a distance of 517.89 feet, to the point of beginning; thence North 00 degrees 28 minutes 15 seconds West, parallel with the West line of said Southwest quarter of Section 31, a distance of 686.52 feet, to a point which is 855.56 feet South of the South line of the North 52 links (34.32 feet) of the West 1369.05 feet of said Section 31, as measured along a line which is parallel with and 517.83 feet Easterly of the West line of said Southwest quarter of Section 31; thence North 88 degrees 34 minutes 47 seconds East, parallel with said South line of the North 52 links of said Southwest quarter, a distance of 740.78 feet; thence South 09 degrees 57 minutes 32 seconds West, a distance of 1,029.21 feet; thence South 88 degrees 34 minutes 47 seconds West, parallel with said South line of the North 52 links a distance of 554.43 feet to the line which is parallel with and 517.83 feet Easterly of the West line of said Southwest quarter of Section 31; thence North 00 degrees 28 minutes 15 seconds West, along said parallel line, a distance of 322.60 feet to the point of beginning; said parcel containing 15.0 acres more or less all lying in Cook County, Illinois.

That part of the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian described as follows: Beginning at the point of intersection of the South line of the North 52 links of the Southwest quarter and the West line of said Section 31; thence South 00 degrees 28 minutes 15 seconds East along the West line of the Southwest quarter of said Section 31; a distance of 1541.94 feet to a point lying 1069.80 feet North of the Southwest corner of the Southwest quarter of said Section 31; thence North 88 degrees 37 minutes 14 seconds East, a distance of 517.89 feet; thence North 00 degrees 28 minutes 15 seconds West along a line parallel with the West line of said Southwest quarter, a distance of 1542.34 feet to the South line of the North 52 links of said Southwest quarter; thence South 88 degrees 34 minutes 35 seconds West, along the South line of the North 52 links of said Southwest quarter, a distance of 517.89 feet to the point of beginning; said parcel containing 18.0 acres more or less, all in Cook County, Illinois.

EXHIBIT C

WEBERPAL PROPERTY

That part of the Southeast Quarter of Section 36, Township 41 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of said Southeast Quarter with the center line of West Bartlett Road; thence Westerly along the center line of West Bartlett Road, 330.0 feet for the point of beginning; thence South parallel with the East line of said Southeast Quarter, 219.75 feet; thence Easterly parallel with the center line of said West Bartlett Road, 100.0 feet; thence North parallel with the East line of said Southeast Quarter, 219.75 feet to the center line of said West Bartlett Road; thence Westerly along said center line, 100.0 feet to the point of beginning (except that part falling in the North 33 feet of said Southeast Quarter), in the Township of Elgin, Kane County, Illinois.

That part of the Southeast Quarter of Section 36, Township 41 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Southeast Quarter of Section 36; thence Southerly along the East line the of Southeast Quarter, 236.05 feet to a point that is 219.75 feet Southerly of the center line of West Bartlett Road, as measured along said East line for the point of beginning; thence Westerly, parallel with the center line of West Bartlett Road, 115.0 feet; thence Northerly parallel with the East line of said Southeast Quarter, 219.75 feet to the center line of West Bartlett Road; thence Westerly along the center line of West Bartlett Road, 115.0 feet; thence Southerly parallel with the East line of said Southeast Quarter, 219.75 feet: thence Westerly parallel with the center line of West Bartlett Road, 100.0 feet; thence Southerly parallel with the East line of said Southeast Quarter, 357.55 feet to a point that is 595.32 feet South of the North line of said Southeast Quarter, thence Easterly parallel with the North line of said Southeast Quarter, 329.97 feet to the East line of said Southeast Quarter; thence Northerly along the East line of said Southeast Quarter; 359.27 feet to the point of beginning, in Township of Elgin, Kane County, Illinois.

That part of the Southeast Quarter of Section 36, Township 41 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Southeast Quarter of Section 36; thence Southerly, along the East line of said Southeast Quarter, a distance of 16.30 feet to the center line of West Bartlett Road for the point of beginning; thence continuing along said East line a distance of 219.75 feet; thence Westerly, parallel with the center line of said West Bartlett Road, a distance of 115.0 feet; thence Northerly, parallel with the East line of said Southeast Quarter, a distance of 219.75 feet to the center line of said West Bartlett Road: thence Easterly, along said center line, a distance of 115.0 feet to the point of beginning, being situated in Elgin Township, Kane County, Illinois.

EXHIBIT D
BARTLETT POINT PROPERTY

All that part of the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian, thence North 00 degrees 28 minutes 15 seconds West, along the West line of said Southwest quarter of Section 31, a distance of 1,059.00 feet; thence North 88 degrees 37 minutes 14 seconds East, a distance of 517.89 feet; thence North 00 degrees 28 minutes 15 seconds West parallel with the West line of said Southwest quarter of Section 31, a distance of 686.32 feet to the point of beginning; thence continuing along said parallel line North 00 degrees 28 minutes 15 seconds West, a distance of 859.56 feet to the South line of the North 52 links (34.32 feet) of the West 1369.05 feet of said Southwest quarter, point being 517.89 feet Easterly of the West line of said Southwest quarter of Section 31, as measured along the said South line of the North 52 links; thence North 88 degrees 34 minutes 47 seconds East, along said South line of the North 52 links, a distance of 770.00 feet; thence South 00 degrees 11 minutes 10 seconds West, a distance of 743.67 feet; thence South 09 degrees 57 minutes 32 seconds West, a distance of 114.30 feet; thence South 88 degrees 34 minutes 47 seconds West, parallel with said South line of the North 52 links of said Southwest quarter, a distance of 740.78 feet to the point of beginning, said parcel containing 15.0 acres more or less all lying in Cook County, Illinois.

All that part of the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of

the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian; thence North 00 degrees 28 minutes 15 seconds West, along the West line of said Southwest quarter of Section 31, a distance of 1,069.80 feet; thence North 88 degrees 37 minutes 14 seconds East, a distance of 517.89 feet, to the point of beginning; thence North 00 degrees 28 minutes 15 seconds West, parallel with the West line of said Southwest quarter of Section 31, a distance of 686.52 feet, to a point which is 855.56 feet South of the South line of the North 52 links (34.32 feet) of the West 1369.05 feet of said Section 31, as measured along a line which is parallel with and 517.83 feet Easterly of the West line of said Southwest quarter of Section 31; thence North 88 degrees 34 minutes 47 seconds East, parallel with said South line of the North 52 links of said Southwest quarter, a distance of 740.78 feet; thence South 09 degrees 57 minutes 32 seconds West, a distance of 1,029.21 feet; thence South 88 degrees 34 minutes 47 seconds West, parallel with said South line of the North 52 links a distance of 554.43 feet to the line which is parallel with and 517.83 feet Easterly of the West line of said Southwest quarter of Section 31; thence North 00 degrees 28 minutes 15 seconds West, along said parallel line, a distance of 322.60 feet to the point of beginning; said parcel containing 15.0 acres more or less all lying in Cook County, Illinois.

That part of the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian described as follows: Beginning at the point of intersection of the South line of the North 52 links of the Southwest quarter and the West line of said Section 31; thence South 00 degrees 28 minutes 15 seconds East along the West line of the Southwest quarter of said Section 31; a distance of 1541.94 feet to a point lying 1069.80 feet North of the Southwest corner of the Southwest quarter of said Section 31; thence North 88 degrees 37 minutes 14 seconds East, a distance of 517.89 feet; thence North 00 degrees 28 minutes 15 seconds West along a line parallel with the West line of said Southwest quarter, a distance of 1542.34 feet to the South line of the North 52 links of said Southwest quarter; thence South 88 degrees 34 minutes 35 seconds West, along the South line of the North 52 links of said Southwest quarter, a distance of 517.89 feet to the point of beginning; said parcel containing 18.0 acres more or less, all in Cook County, Illinois.

EXHIBIT E

KENYON PROPERTY

That part of the Northeast quarter of Section thirty-six (36), Township forty-one (41) North, Range eight (8) East of the Third Principal Meridian, in Kane County, Illinois, described as follows: Commencing at the Southeast corner of the Northeast quarter of Said., Section thirty-six (36), thence North one (1) degree twenty-two (22) minutes East along the section line one thousand three hundred thirty-nine and six tenths (1339.6) feet, thence North eighty-nine (89) degrees forty-two (42) minutes West eight hundred ninety-nine and one tenth (899.1) feet to a point five hundred forty-four (544) feet East of the center line of the St. Charles-Elgin Road, now known as State Route twenty-five (25), measured along the last mentioned course extended Westerly, for the point of beginning, thence continuing North eighty-nine (89) degrees forty-two (42) minutes West five hundred forty-four (544) feet to the center line of said State Route twenty-five (25), thence South one (1) degree: thirty-two (32) minutes East along the center line of said State Route twenty-five (25), one thousand three hundred forty-seven and seven tenths (1347.7) feet to the South line of said Northeast quarter of said Section thirty-six (36), thence East along the South line of said Northeast quarter, five hundred forty-four (544) feet, thence North one (1) degree thirty-two (32) minutes West one thousand three hundred forty-four and eight tenths (1344.8) feet, to the point of beginning, in the Township of Elgin, Kane County, Illinois.

EXHIBIT F
VILLAGE PROPERTY

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), A DISTANCE OF 1370.87 FEET, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 36, TO THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE SOUTH ALONG THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 396951.85 FEET, AN ARC LENGTH OF 1163.54 FEET, WITH A CHORD BEARING SOUTH 02 DEGREES 52 MINUTES 17 SECONDS EAST; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 50.05 FEET TO A POINT 50.00 FEET EAST OF THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397001.85 FEET, AN ARC LENGTH OF 48.03 FEET, WITH A CHORD BEARING NORTH 02 DEGREES 47 MINUTES 26 SECONDS WEST; THENCE SOUTH 46 DEGREES 33 MINUTES 42 SECONDS EAST, A DISTANCE OF 21.66 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 454.00 FEET; THENCE SOUTH 04 DEGREES 31 MINUTES 55 SECONDS A DISTANCE OF 66.18 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 206.00 FEET, TO A POINT OF A CURVE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 283.00 FEET; AN ARC LENGTH OF 223.44 FEET WITH A CHORD BEARING NORTH 65 DEGREES 19 MINUTES 52 SECONDS EAST; THENCE SOUTH 49 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 109.36 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST A DISTANCE OF 26.00 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 42 SECONDS EAST A DISTANCE OF 309.51 FEET, TO THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 36, THEN SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 325 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 774.18 FEET; THENCE NORTH 04 DEGREES 31 MINUTES 55 SECONDS WEST, A DISTANCE OF 360.98 FEET; TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

EXHIBIT G

OFFICE PROPERTY

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1370.87 FEET, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 36, TO THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE SOUTH ALONG THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 396951.85 FEET, AN ARC LENGTH OF 1163.54 FEET, WITH A CHORD BEARING SOUTH 02 DEGREES 52 MINUTES 17 SECONDS EAST; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 50.05 FEET TO A POINT 50.00 FEET EAST OF THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397001.85 FEET, AN ARC LENGTH OF 48.03 FEET, WITH A CHORD BEARING NORTH 02 DEGREES 47 MINUTES 26 SECONDS WEST TO THE POINT OF BEGINNING; THENCE ALONG A CURVE, CONCAVE WESTERLY, WITH A RADIUS OF 397001.85 FEET, A DISTANCE OF 364.14 FEET AND CHORD BEARING NORTH 02 DEGREES 49 MINUTES 13 SECONDS WEST; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 585.41 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 12 SECONDS EAST, A DISTANCE OF 377.15 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 10 SECONDS WEST, A DISTANCE OF 552.89 FEET; THENCE NORTH 46 DEGREES 33 MINUTES 42 SECONDS WEST, A DISTANCE OF 21.66 FEET, TO THE POINT OF BEGINNING.

EXHIBIT H
Single Family Property Disclosure Addendum Form

Disclosure to Purchasers of Surrounding Uses & Impervious Surfaces

The South Business Park Property to the west of the Bartlett Pointe West Subdivision was zoned to allow mining of aggregate (sand and gravel). The mining operations on said property were completed and discontinued in the fall of 2008. Nevertheless, reclamation of mined areas on the adjacent property to the west for the commercial property and the depressional area (filling and grading operations) is not expected to be completed until December 31, 2017. There is no mining on or adjacent to the Bartlett Pointe West Subdivision and there will be no further mining occurring closer than 2,000 feet from any residence in the Bartlett Pointe West Subdivision. All remaining Reclamation Operations shall be 135 feet or more from the nearest Residence in the Bartlett Pointe West Subdivision and any occupied Residence in the Bartlett Pointe West Subdivision. The Purchaser is aware of the existing land uses to the north, south and west and that these uses emit noise during the day and in some instances late at night (sports fields).

SURROUNDING LAND USES

Subject Site	<u>Land Use</u> Vacant	<u>Comprehensive Plan</u> Mixed Use Bus. Park	<u>Zoning</u> PD
North	Blue Heron Business Park	Mixed Use Bus. Park	PD
South	Koehler Fields	Open Space	P-1
East	Single Family	Suburban Residential	PD
West	Vacant	Mixed Use Bus. Park	PD

The maximum impervious surface percentage for all buildings and structures (principal and accessory uses) including paved, impervious, or traveled surfaces on a lot shall not exceed the following:

	Maximum Impervious Surface
Single Family, Detached Lots	
Equal to or greater than 10,800 sq. ft. but less than 20,000 sq. ft.	35%
Less than 10,800 sq. ft.	40%

We acknowledge receipt of a copy of this Disclosure:

 Signature of First Purchaser

 Signature of Second Purchaser

Dated: _____

EXHIBIT I

SINGLE FAMILY PROPERTY (BARTLETT POINTE WEST)

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008 AND THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 1173.03 FEET, ALONG SAID EAST LINE; THENCE NORTH 88 DEGREES 13 MINUTES 42 SECONDS WEST, A DISTANCE OF 313.99 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 49 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 109.31 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTHWIND BOULEVARD PER DOCUMENT NO. 2008K081774; THENCE THE FOLLOWING FOUR COURSES ALONG SAID EASTERLY RIGHT OF WAY; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 263.00 FEET, AN ARC LENGTH OF 190.37 FEET, AND CHORD BEARING NORTH 20 DEGREES 15 MINUTES 56 SECONDS EAST; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 473.38 FEET; THENCE NORTH 05 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 18.11 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 344.49 FEET TO THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008; THENCE THE FOLLOWING TWO COURSES ALONG SAID SOUTHERLY RIGHT OF WAY; THENCE NORTH 44 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 68.33 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 279.98 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

P.I.N' s 06-36-400-035
06-36-400-038
06-36-400-040
06-36-400-042

EXHIBIT J

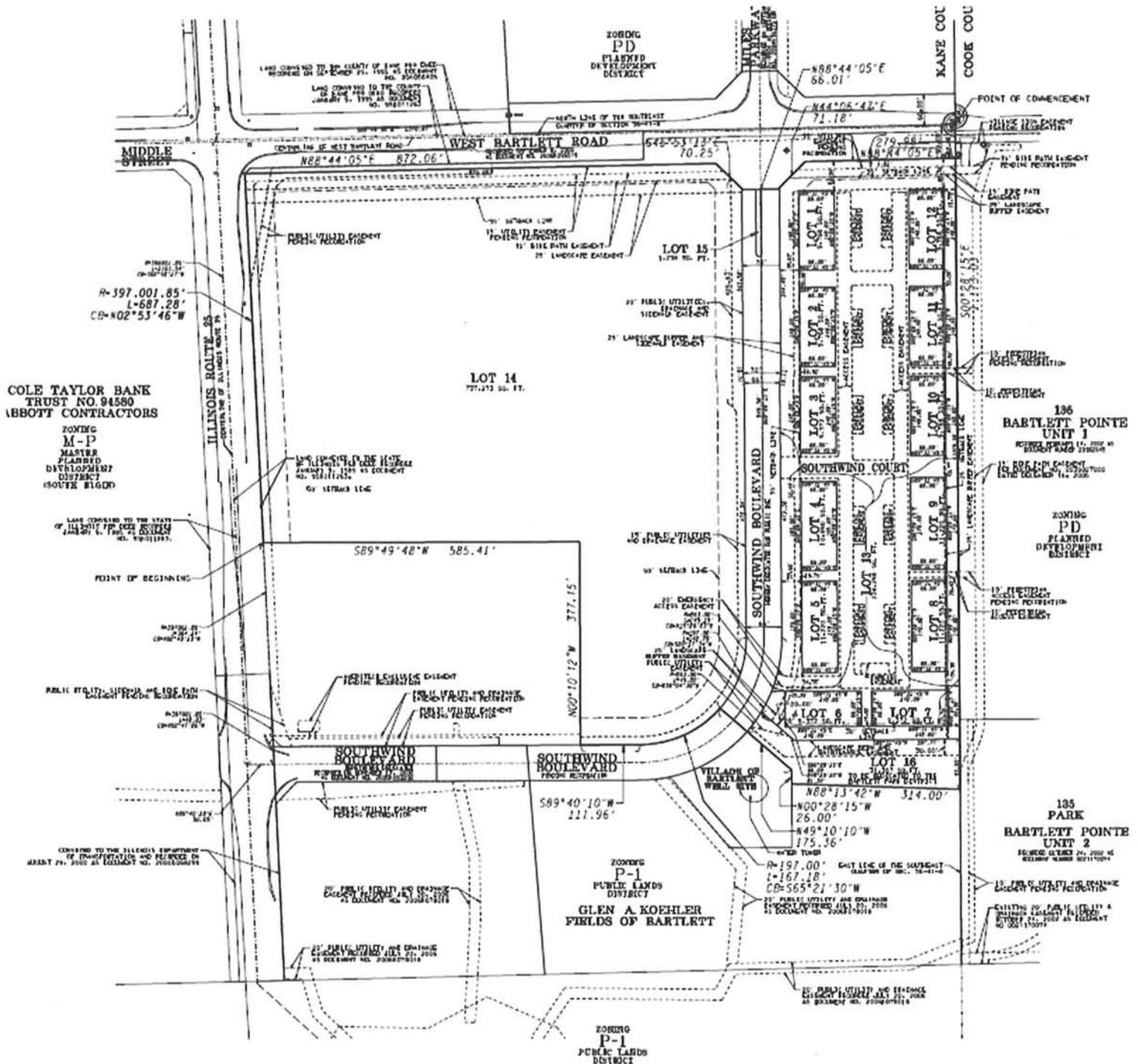
Commercial Property (Formerly referred to as LOT 14)

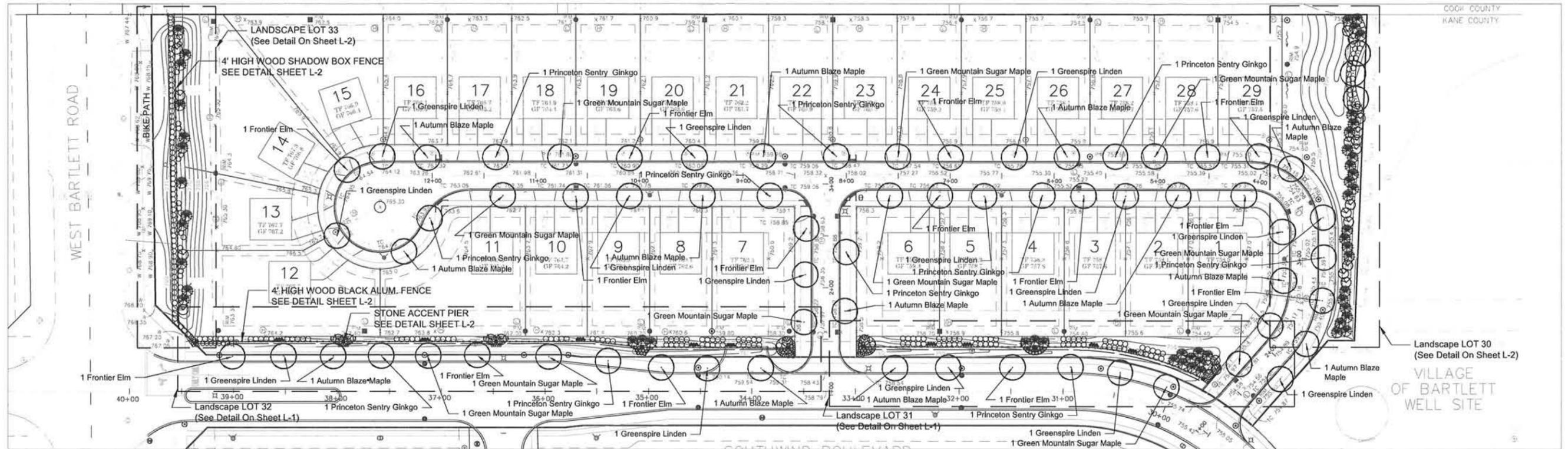
SOUTH BUSINESS PARK PROPERTY

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1370.87 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 36, TO THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE SOUTHERLY ALONG THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 396951.85 FEET, AN ARC LENGTH OF 1163.54 FEET, WITH A CHORD BEARING SOUTH 02 DEGREES 52 MINUTES 17 SECONDS EAST; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 50.05 FEET TO A POINT 50.00 FEET EAST OF THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTHERLY PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397001.85 FEET, AN ARC LENGTH OF 48.03 FEET, WITH A CHORD BEARING NORTH 02 DEGREES 47 MINUTES 26 SECONDS WEST; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, WITH A RADIUS OF 397001.85 FEET, A DISTANCE OF 364.14 FEET AND CHORD BEARING NORTH 02 DEGREES 49 MINUTES 13 SECONDS WEST, FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397001.85 FEET, AN ARC LENGTH OF 687.28 FEET, WITH A CHORD BEARING NORTH 02 DEGREES 53 MINUTES 46 SECONDS WEST, TO THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD: THENCE THE FOLLOWING FIVE COURSES ALONG SAID SOUTHERLY RIGHT OF WAY; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 872.06 FEET; THENCE SOUTH 45 DEGREES 53 MINUTES 13 SECONDS EAST, A DISTANCE OF 70.25 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 66.01 FEET; THENCE NORTH 44 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 71.18 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 279.98 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 1173.03 FEET, ALONG SAID EAST LINE; THENCE NORTH 88 DEGREES 13 MINUTES 42 SECONDS WEST, A DISTANCE OF 314.00 FEET: THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 49 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 175.36 FEET; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 197.00 FEET, AN ARC LENGTH OF 167.18 FEET, AND CHORD BEARING SOUTH 65 DEGREES 21 MINUTES 30 SECONDS WEST; THENCE SOUTH 89 DEGREES 40 MINUTES 10 SECONDS WEST, A DISTANCE OF 111.96 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 377.15 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 585.41 FEET, TO THE POINT OF

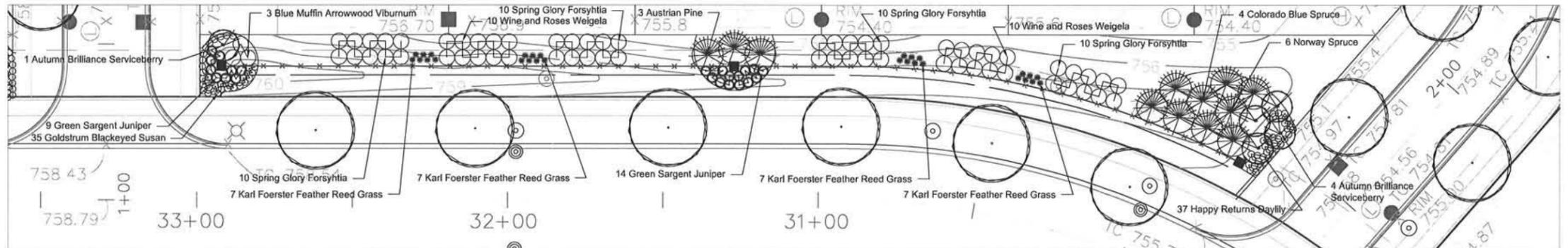
BEGINNING, IN KANE COUNTY, ILLINOIS AND EXCLUDING THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008 AND THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 1173.03 FEET, ALONG SAID EAST LINE; THENCE NORTH 88 DEGREES 13 MINUTES 42 SECONDS WEST, A DISTANCE OF 313.99 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 49 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 109.31 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTHWIND BOULEVARD PER DOCUMENT NO. 2008K081774; THENCE THE FOLLOWING FOUR COURSES ALONG SAID EASTERLY RIGHT OF WAY; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 263.00 FEET, AN ARC LENGTH OF 190.37 FEET, AND CHORD BEARING NORTH 20 DEGREES 15 MINUTES 56 SECONDS EAST; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 473.38 FEET; THENCE NORTH 05 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 18.11 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 344.49 FEET TO THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008; THENCE THE FOLLOWING TWO COURSES ALONG SAID SOUTHERLY RIGHT OF WAY; THENCE NORTH 44 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 68.33 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 279.98 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

P.I.N.: 06-36-400-043

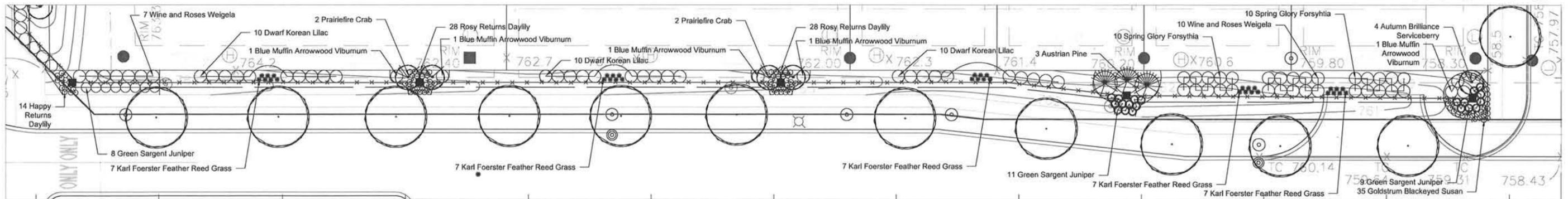




OVERALL LANDSCAPE PLAN



Landscape Lot 31 - Detail



Landscape Lot 32- Detail



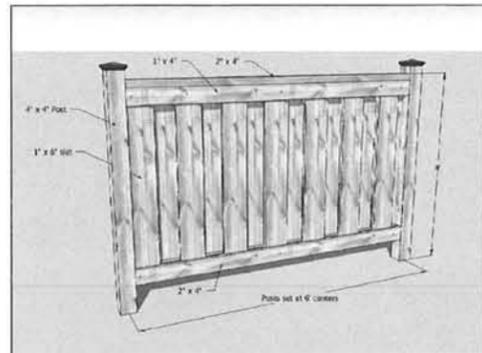
CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

CLIENT:
WYNDHAM DEERPOINT HOMES
 2250 SOUTHWIND BOULEVARD
 BARTLETT, ILLINOIS 60103
 PHONE: 630 966-1000 FAX: 630 966-1006

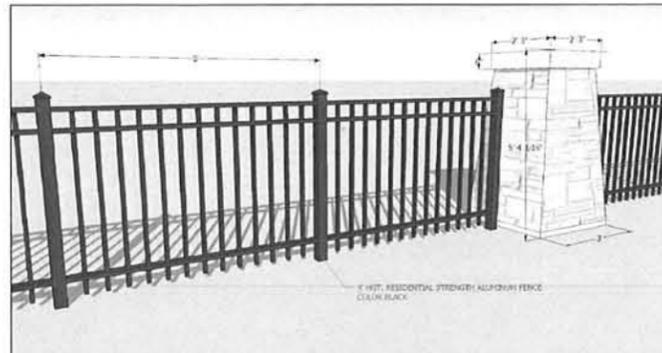
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
1-8-2015		PER VILLAGE REVIEW COMMENTS		
5-29-2015		SITE PLAN REVISION		
DSCN.	DJG			
DWN.	DJG			
CHKD.				
SCALE:				
PLOT DATE:				
CAD USER:				

TITLE:
LANDSCAPE PLAN
 Bartlett Pointe West
 Bartlett, Illinois
 Douglas Gotham, RLA157.000575

PROJ. NO.
 DATE: 10/23/14
 SHEET 2 OF 2
 DRAWING NO.
L-1



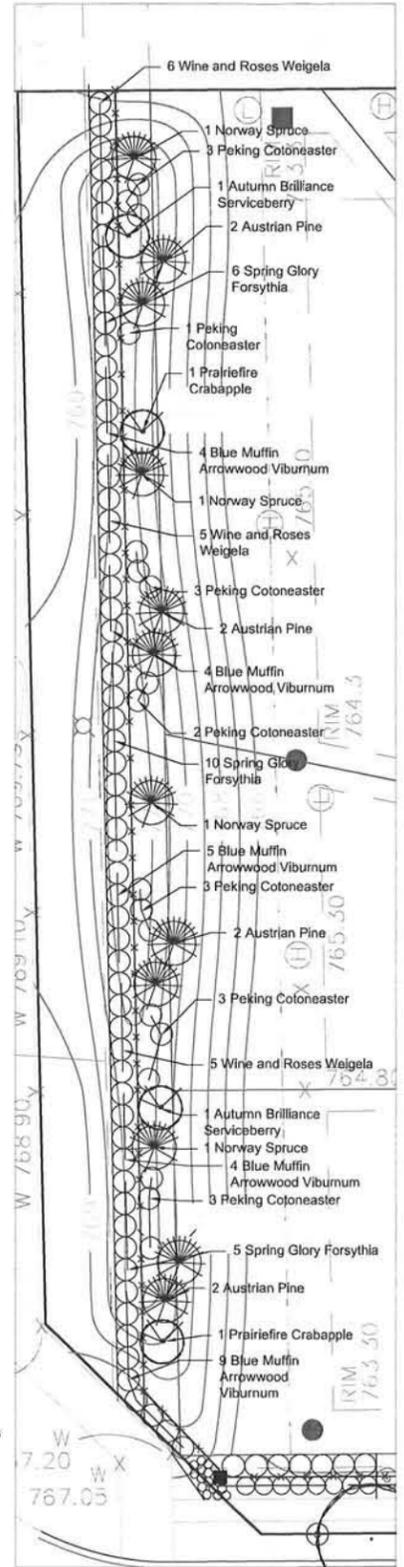
4' HGT. SHADOW BOX FENCE DETAIL



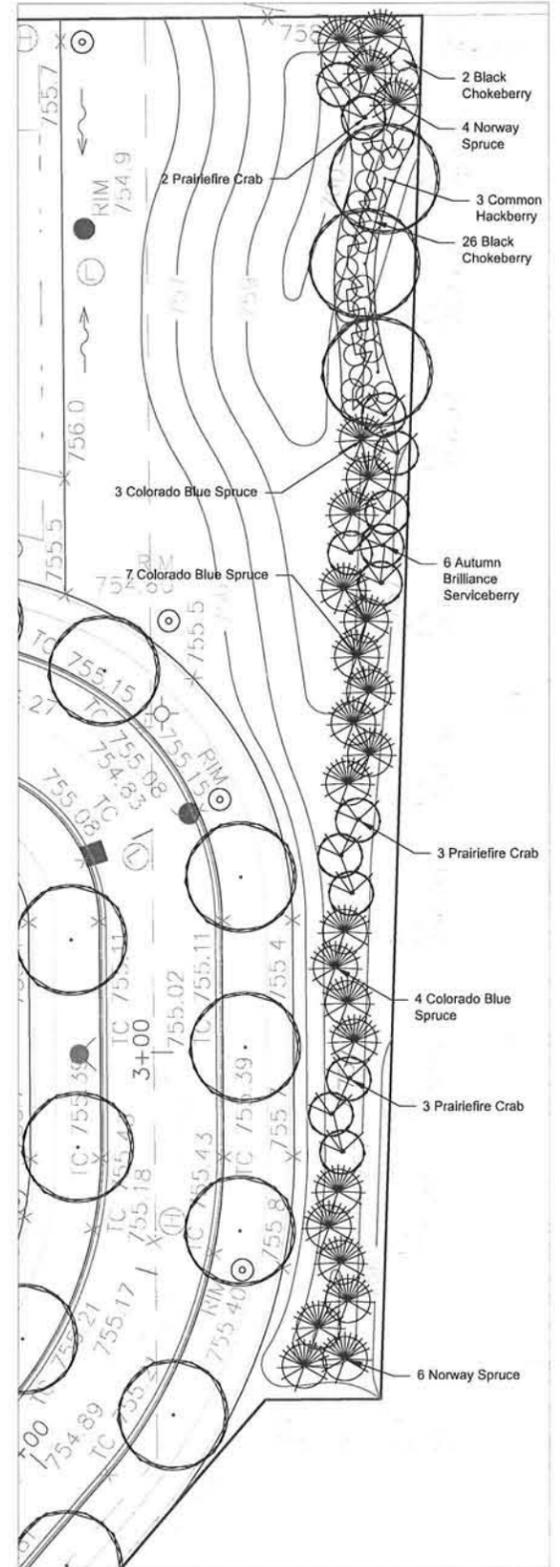
4' HGT. ALUMINUM FENCE WITH STONE ACCENT PIER DETAIL

SYM	BOTANICAL NAME	COMMON NAME	Qty.	Size	Cond.
Deciduous Shade Trees					
Ac fr	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	13	2.5"	B & B
Ac sa	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	11	2.5"	B & B
Ce oc	Celtis occidentalis	Common Hackberry	3	2.5"	B & B
Gi bi	Gingko biloba	Ginkgo	11	2.5"	B & B
Ti co	Tilia cordata 'Greenspire'	Greenspire Linden	16	2.5"	B & B
U Fr	Ulmus 'Frontier'	Frontier Elm	14	2.5"	B & B
Deciduous Ornamental Trees					
Am gr	Amelanchier grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	14	10' Clump	B & B
Ma PF	Malus Prairie Fire	Prairie Crab	14	9' Clump	B & B
Evergreen Trees					
Pi ab	Picea abies	Norway Spruce	20	12'	B & B
Pi pu	Picea pungens glauca	Colorado Blue Spruce	8	8'	B & B
Pi ni	Pinus nigra	Austrian Pine	14	8'	B & B
Deciduous Shrubs					
Ar me	Aronia melanocarpa 'Elata'	Black Chokeberry	39	24"	Cont.
Co ap	Cotoneaster apiculata	Peking Cotoneaster	18	36"	B & B
Fo im	Forsythia x intermedia 'Spring Glory'	Spring Glory Forsythia	81	4"	B & B
Sy me	Syringa meyeri 'Palbin'	Dwarf Korean Lilac	30	24"	Cont.
V de	Viburnum dentatum 'Blue Muffin'	Blue Muffin Arrowwood Viburnum	33	4"	B & B
We fl	Weigela florida 'Wine and Roses'	Wine and Roses Weigela	53	24"	Cont.
Evergreen Shrubs					
Ju ch	Juniperus chinensis sargentii 'Viridis'	Green Sargent Juniper	50	24"	Cont.
Perennials / Grasses					
Ca ac	Calamagrostis x acutifolia 'Karl Foerster'	Karl Foerster Feather Reed Grass	63	#1	Cont.
He HR	Hemerocallis 'Happy Returns'	Happy Returns Daylily	51	#1	Cont.
He RR	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily	56	#1	Cont.
Ru Go	Rudbeckia 'Goldstrum'	Goldstrum Blackeyed Susan	70	#1	Cont.

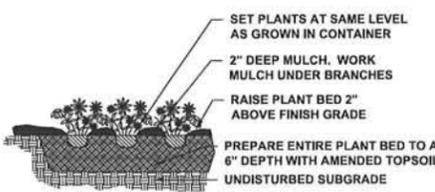
- GENERAL CONSTRUCTION NOTES:**
- ALL ALTERATIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
 - CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
 - ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
 - ALL PARKWAY TREES SHALL BE SPACED NO LESS THAN 40' AND NO MORE THAN 60' APART AS DETERMINED BY DRIVEWAY LOCATIONS AND SUBJECT TO VILLAGE REVIEW AND APPROVAL.
 - ALL SHRUBS SHALL BE A MINIMUM OF 24" IN HEIGHT AT THE TIME OF PLANTING PER THE VILLAGES LANDSCAPE ORDINANCE.
 - BARTLETT POINTE WEST HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE, REPAIR AND REPLACEMENT OF DEAD TREES, PLANT MATERIALS AND FENCES FOR LOTS 30-33.
 - ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
 - LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
 - ALL PLANTINGS SHALL BE SPACED EQUIDISTANT, BACKFILLED WITH AMENDED SOIL IN A HOLE TWICE THE ROOTBALL DIAMETER, WATERED, FERTILIZED, PRUNED AND HAVE ALL TAGS AND ROPES REMOVED.
 - TREES SHALL BE STAKED AND GUYED AND WATERING SAUCER AT BASE.
 - ALL MASS PLANTING BEDS TO BE BERMED 2" TO 4" ABOVE GRADE AND MEET DRAINAGE REQUIREMENTS.
 - LAWN AND BED AREAS SHALL BE ROTOTILLED AND CLUMPS OF SOIL, AGGREGATES AND DEBRIS RAKED OUT AND REMOVED FROM THE SITE.
 - ALL DISTURBED LAWN AREAS SHALL HAVE A MIN. OF 6" OF TOPSOIL PLACED AND THEN SEED, FERTILIZER AND BLANKET INSTALLED.
 - ALL BEDS SHALL BE EDGED, HAVE WEED PRE-EMERGENTS APPLIED AT THE RECOMMENDED RATE, AND SHREDDED HARDWOOD MULCH SPREAD AT A MINIMUM OF 3" DEPTH.
 - ALL DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY.



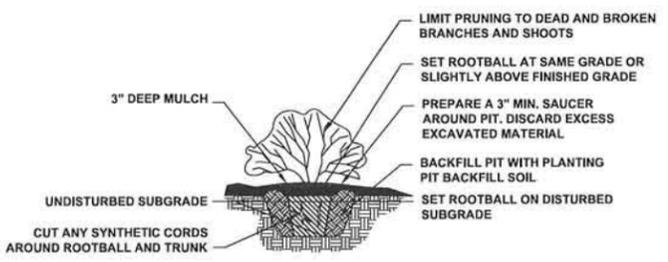
Landscape LOT 33 - Detail



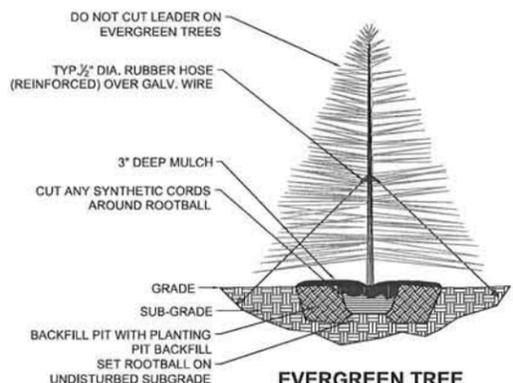
Landscape LOT 30 - Detail



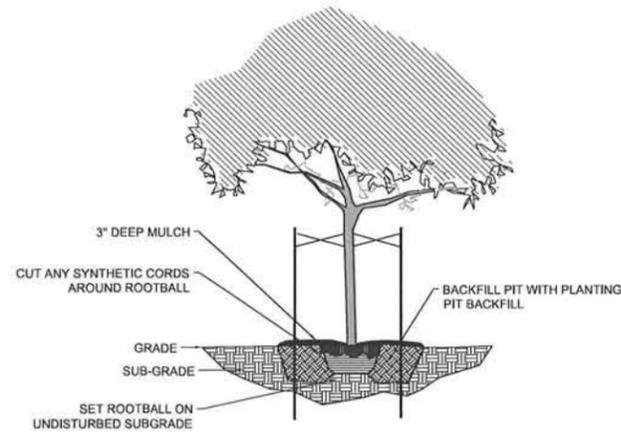
PERENNIAL AND GROUND COVER DETAIL
NO SCALE



SHRUB PLANTING DETAIL
NO SCALE



EVERGREEN TREE PLANTING DETAIL
NO SCALE



TREE PLANTING DETAIL
NO SCALE

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT: **WYNDHAM DEERPOINT HOMES**
2250 SOUTHWIND BOULEVARD
BARTLETT, ILLINOIS 60103
PHONE: 630 966-1000 FAX: 630 966-1006

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL
1-8-2015		PER VILLAGE REVIEW COMMENTS		
5-29-2015		SITE PLAN REVISION		

DSGN. DJG	TITLE:	PROJ. NO.
CHKD. DJG	LANDSCAPE PLAN Bartlett Pointe West Bartlett, Illinois	DATE: 10/23/14
SCALE:		SHEET 2 OF 2
PLOT DATE:	DRAWING NO.	L-2
CAD USER:	Douglas Gotham, RLA157.000575	
FILE NAME: C:\Users\dgotham\Documents\CBBEL 2014 Projects\Mockie-Bartlett		



Agenda Item Executive Summary

Item Name (Case #14-27) Bartlett Pointe West Committee or Board Village Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The establishment of a Special Service Area for the Bartlett Pointe West subdivision is necessary to provide a backup source of funding for the storm water detention system in the development. The DuPage County storm water ordinance requires this back up funding mechanism.

ATTACHMENTS (PLEASE LIST)

SSA Staff Memo proposing the establishment of the Bartlett Pointe West SSA, a SSA cover sheet outlining the steps of the process and the SSA ordinance

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance X

Motion: Move to approve Ordinance 2015-_____ An ordinance proposing the establishment of the Bartlett Pointe West SSA.

Staff: Jim Plonczynski, Com Dev Director Date: October 12, 2015

COMMUNITY DEVELOPMENT MEMORANDUM

15-212

DATE: October 12, 2015

TO: Valerie L. Salmons, Village Administrator

FROM: Jim Plonczynski, CD Director

RE: **Establishment of a Special Service Area for the Bartlett Pointe West Subdivision**

Attached for your review is an Ordinance **proposing** the establishment of a Special Service Area for Reliable Materials Inc.'s twenty-nine (29) Lot **Bartlett Pointe West** Subdivision and a Special Service Area Data sheet. This Ordinance is in keeping with the Village policy to ensure payment for the maintenance and care of storm water related public improvements in the event that the homeowner's association does not perform the required maintenance and upkeep of the system. Administrative costs incurred by the Village in connection with the future maintenance of the storm water related improvements in the **Bartlett Pointe West** Subdivision are also covered by this Ordinance.

SPECIAL SERVICE AREA DATA SHEET

Name: Bartlett Pointe West Subdivision

Developer: Reliable Materials Inc.

Number of Units: 29 single family homes

Bond Amount: \$1,098,656.00

PIN #'s 06-36-400-035-0000, 06-36-400-038-0000, 06-36-400-040-0000 &
06-36-400-042-0000

Property Owner: Reliable Materials, Inc.

Important Dates:

Board Approval of Authorization	10/20/15
Ordinance Proposing SSA	2015-_____
Date Passed	10/20/15
Public Hearing	11/17/15
60 Day Expiration	01/17/16
Ordinance Establishing SSA	2016-_____
Date Passed	

of Acres 8.97 acres

ORDINANCE NO. 2015 - _____

AN ORDINANCE proposing the establishment of Special Service Area Number One for the Bartlett Pointe West Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and the issuance of bonds to an amount not to exceed \$1,098,656 for the purpose of paying the cost of providing special services in and for such Area.

* * * * *

PREAMBLES

WHEREAS, pursuant to the provisions of the 1970 Constitution of the State of Illinois (the "Constitution"), the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "Village"), is authorized to create special service areas in and for the Village; and,

WHEREAS, the Village of Bartlett is a municipality which has a population of more than 25,000 and is therefore a home rule unit of government pursuant to Section 6 of Article 7 of the Constitution, which provides:

"Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt . . ."

and

WHEREAS, special service areas are established by home rule units pursuant to Section 7(l)(2) of Article VII of the Constitution, which provides:

"(1) The General Assembly may not limit the power of home rule units . . . (2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services."

and are established pursuant to the provisions of the Special Service Area Tax Law (935 ILCS 200/27-5, *et seq.*), as amended, and pursuant to the Revenue Act of 1939 of the State of Illinois, as amended; and

WHEREAS, it is in the public interest that the establishment of the area hereinafter described as a special service area for the purpose set forth herein and to be designated as Special Service Area Number One for the Bartlett Pointe West Subdivision of the Village (the "Area") be considered; and

WHEREAS, the Area is compact and contiguous and is totally within the corporate limits of the Village; and

WHEREAS, the Area will benefit specially from the municipal services to be provided, consisting of the management of storm water which directly affects the Area, including (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas; and (5) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services"); and,

WHEREAS, the Services are unique and in addition to municipal services provided to the Village as a whole and it is, therefore, in the best interests of the Village that the establishment of the Area be considered; and,

WHEREAS, it is hereby estimated that the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas (the

"Ordinary Services") is \$10,000 and that the annual cost of providing the Ordinary Services will increase each year with inflation; and,

WHEREAS, it is necessary to levy a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing the Ordinary Services; and

WHEREAS, it is the intent of this Board that the proceeds of any taxes levied pursuant to this ordinance shall be used solely and only for the purposes of maintaining storm water management facilities and wetlands, as hereinabove set forth, and that in no event shall funds accumulated for those purposes be used for any other purpose; and

WHEREAS, it is hereby estimated that the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas which will serve the Area (the "Extraordinary Services") is \$274,664 based on current construction costs, and will in no event exceed \$1,098,656; and

WHEREAS, it is in the public interest that the issuance of bonds in the amount of \$274,664, adjusted for increases in the cost of construction as hereinafter provided, but in no event to exceed \$1,098,656, and secured by the full faith and credit of the Area be considered for the purpose of paying the cost of providing the Extraordinary Services (the "Bonds"); and

WHEREAS, the proceeds of the Bonds shall be used solely and only for Services for which the Village is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the Village, all of the Services to be in and for the Area and all of the necessary construction to be on

existing public property or easements or property or easements to be acquired by the Village; and

WHEREAS, the Bonds shall be retired over a period not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of (i) 15% per annum, or (ii) the maximum rate then permitted by law; and

WHEREAS, the Bonds shall be retired by the levy of a direct annual tax sufficient to pay the interest on the Bonds as the same comes due and to discharge the principal thereof at maturity; and

WHEREAS, said direct annual tax shall be levied upon all taxable property within the Area for said period of not to exceed 20 years and shall be unlimited as to rate or amount and in addition to all other taxes permitted by law;

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

SECTION ONE: That the preambles of this Ordinance are hereby incorporated into this text as if set out herein in full.

SECTION TWO: That a public hearing shall be held on November 17, 2015, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois (the "Hearing"), to consider (1) the establishment of the Area in the territory described in the Notice of Public Hearing set forth in Section Four hereof (the "Notice"); (2) the necessity of providing the Services described in the Notice; (3) the levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing the Ordinary Services described in the Notice; and (4) the issuance of the Bonds described in the Notice.

SECTION THREE: That notice of the Hearing shall be given by publication and mailing. Notice by publication shall be given by publication at least once not less than fifteen (15) days prior to the Hearing in The Daily Herald, the same being a newspaper published and of general circulation within the Village. Notice by mailing shall be given by depositing the Notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area; provided, however, that if all of such persons shall waive such Notice, Notice by mailing shall not be required. The Notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event that the taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

SECTION FOUR: That the Notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING
Village of Bartlett, Cook, DuPage and
Kane Counties, Illinois
Special Service Area Number One
for the Bartlett Pointe West Subdivision**

NOTICE IS HEREBY GIVEN that on November 17, 2015, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, a hearing will be held by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, (the "Village") to consider the establishment of Special Service Area Number One for the Bartlett Pointe West Subdivision of said Village, consisting of the following described territory:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008 AND THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 1173.03 FEET, ALONG SAID EAST LINE; THENCE NORTH 88 DEGREES 13 MINUTES 42 SECONDS WEST, A DISTANCE OF 313.99 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 49 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 109.31 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTHWIND BOULEVARD PER DOCUMENT NO. 2008K081774; THENCE THE FOLLOWING FOUR COURSES ALONG SAID EASTERLY RIGHT OF WAY; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 263.00 FEET, AN ARC LENGTH OF 190.37 FEET, AND CHORD BEARING NORTH 20 DEGREES 15 MINUTES 56 SECONDS EAST; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 473.38 FEET; THENCE NORTH 05 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 18.11 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 344.49 FEET TO THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008; THENCE THE FOLLOWING TWO COURSES ALONG SAID SOUTHERLY RIGHT OF WAY; THENCE NORTH 44 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 68.33 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 279.98 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

and further identified by PINs 06-36-400-035-0000, 06-36-400-038-0000,

06-36-400-040-0000 & 06-36-400-042-0000

(the "Territory").

The Territory contains approximately 8.97 +/- acres and is located on the South side of West Bartlett Road, west of the Bartlett Pointe Subdivision, in the Village of Bartlett, and an accurate map of the Territory is on file in the office of the Village Clerk of the Village and is available for public inspection.

The purpose of the establishment of said Special Service Area Number One for the Bartlett Pointe West Subdivision is to provide special municipal services to said Special Service Area, consisting of the management of storm water which directly affects the Area, including (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas; and (5) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services"); all of the necessary construction to be on existing public property or easements or property or easements to be acquired by the Village; and all of said services to be in and for said Special Service Area.

The levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other

conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas (the "Ordinary Services") will also be considered at such Hearing.

The issuance of bonds in the amount of \$274,664, adjusted for increases or decreases in the cost of construction from January 1, 2016 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of 4% per annum from January 1, 2016, but in no event to exceed \$1,098,656 and secured by the full faith and credit of said Special Service Area, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas which will serve the Area (the "Extraordinary Services") hereinabove described will also be considered at said public hearing. Said bonds shall be retired over a period of not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of 15% per annum or the maximum rate then permitted by law. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within said Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

All interested persons affected by the establishment of said Special Service Area Number One for the Bartlett Pointe West Subdivision or the issuance of said bonds and the

levy of said taxes, including all owners of real estate located within said Special Service Area, will be given an opportunity to be heard at said hearing regarding the establishment of said Special Service Area, the necessity of providing the Services, the levy of a direct annual tax to pay for the cost of providing the Ordinary Services, the issuance of said bonds and the levy of said tax to pay principal and interest thereon, and an opportunity to file objections to the establishment of said Special Service Area, the levy of a direct annual tax to pay for the cost of providing the Ordinary Services, the issuance of said bonds and the levy of said tax to pay principal and interest thereon.

At said public hearing, any interested persons affected by said proposed Special Service Area may file with the Village Clerk of said Village written objections to and may be heard orally in respect to any issues embodied in this notice. The President and Board of Trustees of said Village shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within said Special Service Area Number One for the Bartlett Pointe West Subdivision and by at least 51% of the owners of record of the land included within the boundaries of said Special Service Area is filed with the Village Clerk of said Village within 60 days following the final adjournment of said public hearing objecting to the creation of said Special Service Area, the levy or imposition of a tax or the issuance of bonds for the provision of special services to said Special Service Area, or to a proposed increase in the tax rate, no such Special Service Area may be created, or tax may be levied or imposed nor the rate increased, or no such bonds may be issued.

By order of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

DATED: November 17, 2015.

Lorna Giles, Village Clerk
Village of Bartlett, DuPage, Cook and Kane Counties, Illinois

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

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

Adopted October 20, 2015.

AYES:

NAYS:

ABSENT:

Approved October 20, 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, DuPage, Cook and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015 - _____, adopted on October 20, 2015, and approved on October 20, 2015, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Case # 15-18 - Spring Lakes Estates - Site Plan Approval Committee or Board Village Board

BUDGET IMPACT			
Amount:	n/a	Budgeted	n/a
List what fund	n/a		
EXECUTIVE SUMMARY			
<p>A SITE PLAN Approval to add a playground including 15 parking spaces to be located north of the Spring Lakes office building.</p> <p>The Plan Commission recommended approval of the Site Plan at their October 8, 2015 meeting.</p> <p><i>The Staff requests that this matter be moved directly to the Village Board for a final vote to allow for the petitioner to apply for a permit prior to winter.</i></p>			
ATTACHMENTS (PLEASE LIST)			
CD Memo, Applicant Cover Letter, Application, Site Plan Ordinance, Plan Commission Minutes, Location Map, Site Plan, engineering layouts.			

ACTION REQUESTED

For Discussion Only _____
 Resolution _____
 Ordinance X ____
 Motion X I move to approve Ordinance 2015-_____ An Ordinance approving a Site plan for a playground in the Spring Lakes Mobile Home Estates.

Staff: Jim Plonczynski, Community Develop. Director Date: 10/9/15

COMMUNITY DEVELOPMENT MEMORANDUM

15-219

DATE: October 12, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, CD Director
RE: **(#15-18) Spring Lakes Mobile Home Estates Playground**

PETITIONER

Rocco DeFrenza, Manager, Spring Lakes Mobile Home Estates

SUBJECT SITE

100 First Avenue

REQUEST

Site Plan for new Playground and Parking

The Staff requests that this item be moved directly to the Village Board for a final vote to allow the petitioner an opportunity to construct the improvement before winter.

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Mobile Homes	Attached Residential	MH-1
North	Industrial	Municipal/Institutional	I-1
South	Industrial	City of Elgin	GI*
East	Industrial	Cook County	I-2**
West	Railroad yard	Utility	I-2**

*General Industry - City of Elgin

** General Industry - Cook County

DISCUSSION

1. The Petitioner is requesting Site Plan approval to install a .49 acre playground with 43 accompanying parking spaces in an area behind the office/community center. The playground would have various playground equipment, a basketball court, bus shelter and be lighted and landscaped. There would be new sidewalks installed

near the playground and office building and 15 new parking spaces and 30 re-paved and re-stripped parking spaces.

2. The playground will upgrade the property and provide the children in the mobile home park a safe place to play.
3. The Village's Mobile Home Park MH-1 Zoning District states that any change to the property that requires a building permit shall be approved through the **Site Plan review** process.
4. Storm water detention and runoff for the playground and parking spaces will be minimal and accommodated in the existing storm water system and pond on the property. The amount of impervious surface will be reduced by the installation of the playground with a grass and wood chip surface.
5. Engineering Plans are currently being reviewed by the Staff.

RECOMMENDATION

1. The Staff recommends approval of the site plan subject to the following conditions and findings of fact;
 - A. Staff approval of the Engineering Plans;
 - B. Approval of a building/erosion control permit;
 - C. 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;
 - D. Landscaping must be installed within one year of the issuance of a building permit;
 - E. Findings of Fact (Site Plan):
 - i. That the proposed playground and parking spaces are permitted uses in the MH-1 Zoning District;
 - ii. That the proposed playground, off-street parking, access, lighting, landscaping, and drainage are 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 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.

2. An Ordinance approving of the Site Plan, the minutes of the Plan Commission meeting and additional background information are attached for your review.

jip/attachments

x:\comdev\mem2015\219_spring_lakes_playground_site_vb.docx

ORDINANCE 2015-

**AN ORDINANCE APPROVING A SITE PLAN
FOR A PLAYGROUND IN THE SPRING LAKES MOBILE HOME
ESTATES**

WHEREAS, Rocco DeFrenza on behalf of Spring Lakes Mobile Home Estates, Inc., has filed a petition for Site Plan approval to install a playground and parking spaces on the Spring Lakes Mobile Home Estates property, which is legally described and attached hereto as **Exhibit A** (the "Petitioner"), and which property is zoned MH-1, Restricted Mobile Home District; and

WHEREAS, Marie DeFrenza, as beneficial owner and agent for Chicago Title Land Trust, not personally but as Trustee under Trust Agreement dated October 3, 1975 and known as Trust No. 24-701307-00, and as President and Director of Carlino Bros. and Associates, LLC, a Delaware corporation (collectively the "Owner") has consented to the Petition; and

WHEREAS, the Bartlett Plan Commission reviewed the petition with respect to the Site Plan for the playground and parking on October 8, 2015 with respect to said petition (Case #15-18) and has recommended to the corporate authorities that the Site Plan for the playground and parking be granted subject to the conditions and findings of fact outlined in their report; and

WHEREAS, the corporate authorities have determined that it is in the public interest to approve the Site Plan recommended for approval by the Plan Commission; 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: The corporate authorities do hereby make the following findings of fact pertaining to the Site Plan;

1. That the proposed playground and parking area in the mobile home park are permitted uses in the MH-1 Zoning District;
2. That the proposed playground equipment, 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 playground 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.)

SECTION TWO: That the Subject Property shall be developed in accordance with the Site Plan prepared by Spring Lakes Estates dated June 1, 2015 and last revised August 14, 2015 attached hereto as **Exhibit B** and the Landscape Plans prepared by Spring Lakes Estates received by Community Development on September 10, 2015 attached hereto as **Exhibit C** and expressly made a part of this Ordinance is hereby approved, subject to the conditions set forth in Section Three of this Ordinance.

SECTION THREE: That the Site Plan Amendment granted in Section Two of this Ordinance is subject to the following conditions:

- a. Staff approval of the Engineering Plans;
- b. Approval of a building/erosion control permit;
- c. 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;
- d. Landscaping must be installed within one year of the issuance of a building permit;

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

SECTION 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: October 20, 2015

APPROVED: October 20, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015-_____ enacted on October 20, 2015, approved on October 20, 2015.

Lorna Giles, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION – SPRING LAKE ESTATES

CASE #15-18

THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 37 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 160.00 FEET; THENCE NORTH 01 DEGREES 22 MINUTES 25 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 172.00 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 88 DEGREES 37 MINUTES 35 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 97.00 FEET; THENCE NORTH 01 DEGREES 22 MINUTES 25 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 340.00 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 35 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 170.00 FEET; THENCE SOUTH 01 DEGREES 22 MINUTES 25 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 340.00 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 35 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 73.00 FEET TO THE PLACE OF BEGINNING, (EXCEPT THE SOUTH 126.00 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

THIRD CT.

NEW PARKING SPACES

NEW PLAYGROUND

CARLENO DR.

JONES DR.

REPAVED PARKING SPACES

OFFICE BLDG.

RECEIVED
COMMUNITY DEVELOPMENT

FIRST AVE

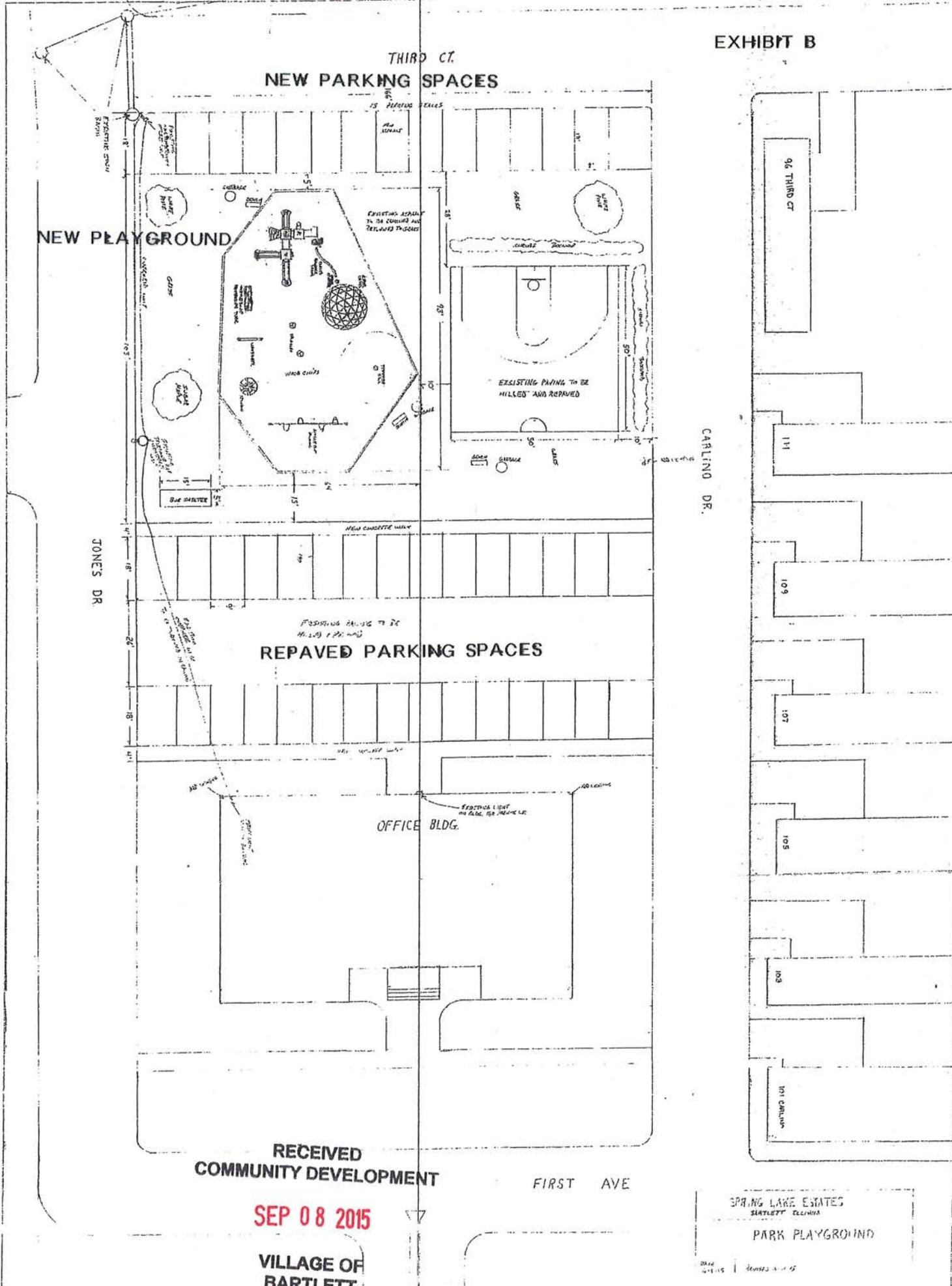
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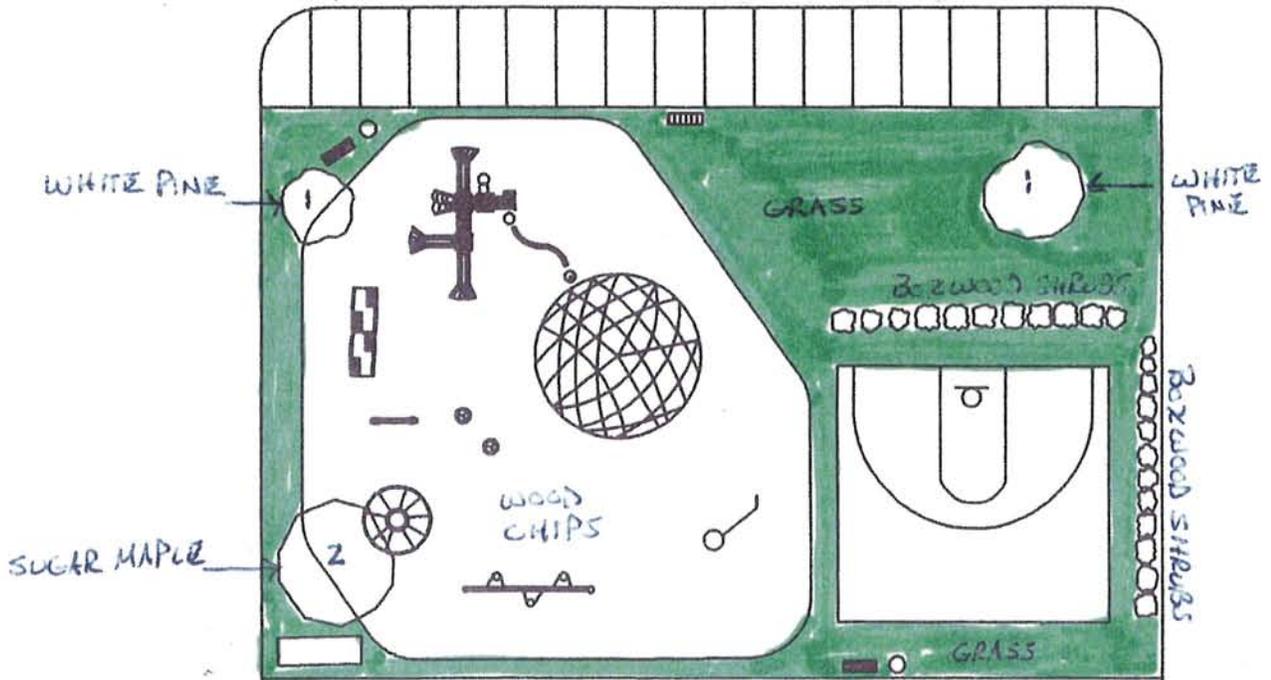
VILLAGE OF
BARTLETT

SPRING LAKE ESTATES
BARTLETT, ILLINOIS

PARK PLAYGROUND

DATE: 08/15/15





LANDSCAPE PLAN FOR PROPOSED PLAYGROUND AREA
 SPRING LAKES MOBILE HOME ESTATES

RECEIVED
 COMMUNITY DEVELOPMENT

SEP 10 2015

VILLAGE OF
 BARTLETT

1 BEFORE THE VILLAGE OF BARTLETT
2 PLAN COMMISSION

3 IN RE THE MATTER OF:)
4 (#15-18) Spring Lakes Mobile)
5 Home Estates Site Plan)
6 Review for a New Playground)
7 and Parking.)

8 REPORT OF PROCEEDINGS

9 October 8, 2015
10 7:00 P.M.

11 PROCEEDINGS had and testimony taken
12 before the Bartlett Plan Commission of the
13 above-entitled cause taken at the Village Hall,
14 228 South Main Street, Bartlett, Illinois, before
15 LYNN M. EVANS, C.S.R., License #084-003473, a
16 Notary Public qualified and commissioned for the
17 State of Illinois.

18 PRESENT:

- 19 MR. JIM LEMBERG
- 20 MR. MARK HOPKINS
- 21 MR. JOHN MIASO
- 22 MR. JERRY KALLAS
- 23 MR. AUSTIN HOPKINS
- 24 MR. TOM CONNOR
- MR. SHANE COOK

25 ALSO PRESENT:

- 26 MR. JIM PLONCZYNSKI, Community Development
27 Director.

1 CHAIRMAN LEMBERG: I'd like to call to order
2 this meeting of the Bartlett Plan Commission for
3 October 8th, 2015, at 7:05.

4 Will the secretary call the roll.

5 MR. PLONCZYNSKI: Jim Lemberg.

6 CHAIRMAN LEMBERG: Here.

7 MR. PLONCZYNSKI: Mark Hopkins.

8 MR. M. HOPKINS: Yes.

9 MR. PLONCZYNSKI: John Miaso.

10 MR. MIASO: Here.

11 MR. PLONCZYNSKI: Jerry Kallas.

12 MR. KALLAS: Yes.

13 MR. PLONCZYNSKI: Shane Cook.

14 MR. COOK: Here.

15 MR. PLONCZYNSKI: Austin Hopkins.

16 MR. A. HOPKINS: Here.

17 MR. PLONCZYNSKI: Tom Connor.

18 MR. CONNOR: Here.

19 MR. PLONCZYNSKI: We have a quorum.

20

21 * * * * *

22

23 CHAIRMAN LEMBERG: This evening we're going to
24 change the order that we have here for the minutes

1 and we're going to start off with the Spring
2 Lakes Mobile Home Estates, which will be item
3 15-18.

4 Okay. Jim, would you.

5 MR. PLONCZYNSKI: Thank you, Mr. Chairman.
6 This is a petition for Rocco DeFrenza, the
7 manager of Spring Lakes Mobile Home Estates at
8 100 First Avenue, for site plan review for a new
9 playground and parking spaces.

10 The petitioner is requesting to install a
11 .49-acre playground with 43 accompanying parking
12 spaces in the area behind the office/community
13 center. The playground would have various
14 playground equipment, a basketball court, bus
15 shelter. It would be lighted and landscaped.
16 There would be new sidewalks installed near the
17 playground and office building. 50 new parking
18 spaces added and 30 repaved and restriped parking
19 spaces.

20 The playground will upgrade the property
21 and provide the children in the mobile home park
22 a safe place to play.

23 The Village's Mobile Home Park MH-1
24 ordinance requires that any change to the

1 property that requires a building permit has to
2 be approved through the site plan review process.

3 Stormwater detention and runoff from the
4 playground and parking space will be minimal and
5 accommodated in the existing stormwater system
6 and bond. The amount of impervious surface will
7 be reduced. As you will see in this slide, this
8 is what is existing and this is what it will be
9 when it's finished, so there will be a lot more
10 grass and wood chips installed and then there is
11 a landscape plan. Engineering plans are
12 currently being reviewed.

13 Staff recommends approval subject to the
14 findings of fact and conditions that are in your
15 packet.

16 If there are any questions, the petitioner
17 is here or I can answer them.

18 CHAIRMAN LEMBERG: Any questions from the
19 members?

20 UNIDENTIFIED SPEAKER: No.

21 CHAIRMAN LEMBERG: Is the petitioner here this
22 evening?

23 MR. DeFRENZA: Yes.

24 CHAIRMAN LEMBERG: Do you wish to make any

1 further comments?

2 MR. DeFRENZA: No. Jim's got it pretty much
3 labeled out what we're trying to get at here.

4 CHAIRMAN LEMBERG: Okay. Would you state your
5 name for the record, please.

6 MR. DeFRENZA: I'm Rocco DeFrenza, manager of
7 Spring Lakes Estates.

8 CHAIRMAN LEMBERG: Okay. Thank you.

9 Okay. Anybody have any questions for the
10 petitioner? No.

11 Okay. Then we will be looking for a
12 motion for approval of a site plan for a new
13 playground and parking and approval of the site
14 plan subject to the conditions and the finding of
15 fact.

16 MR. CONNOR: So moved.

17 MR. KALLAS: So moved.

18 MR. MIASO: Second.

19 CHAIRMAN LEMBERG: Any further discussion?

20 Secretary call the roll.

21 MR. PLONCZYNSKI: Tom Connor.

22 MR. CONNOR: Yes.

23 MR. PLONCZYNSKI: John Miaso.

24 MR. MIASO: Yes.

1 MR. PLONCZYNSKI: Mark Hopkins.

2 MR. M. HOPKINS: Yes.

3 MR. PLONCZYNSKI: Jerry Kallas.

4 MR. KALLAS: Yes.

5 MR. PLONCZYNSKI: Shane Cook.

6 MR. COOK: Yes.

7 MR. PLONCZYNSKI: Austin Hopkins.

8 MR. A. HOPKINS: Yes.

9 MR. PLONCZYNSKI: Motion carried.

10 CHAIRMAN LEMBERG: Okay.

11 MR. DeFRENZA: Thank you, gentlemen.

12 CHAIRMAN LEMBERG: Thank you.

13

14 * * * * *

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24

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
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#	answer [1] - 4:17 approval [3] - 4:13, 5:12, 5:13 approved [1] - 4:2 area [1] - 3:12 AUSTIN [1] - 1:19 austin [1] - 2:15 Austin [1] - 6:7 Avenue [1] - 3:8	correct [1] - 7:9 COUNTY [1] - 7:2 court [2] - 3:14, 7:5	6:8 I	members [1] - 4:19 MH-1 [1] - 3:23 MIASO [4] - 1:18, 2:10, 5:18, 5:24 Miaso [2] - 2:9, 5:23 minimal [1] - 4:4 minutes [1] - 2:24 Mobile [4] - 1:3, 3:2, 3:7, 3:23 mobile [1] - 3:21 motion [2] - 5:12, 6:9 moved [2] - 5:16, 5:17 MR [38] - 1:17, 1:18, 1:18, 1:19, 1:19, 1:20, 1:20, 1:23, 2:5, 2:7, 2:8, 2:9, 2:10, 2:11, 2:12, 2:13, 2:14, 2:15, 2:17, 2:19, 3:5, 5:2, 5:6, 5:16, 5:17, 5:18, 5:21, 5:22, 5:23, 6:1, 6:3, 6:4, 6:5, 6:6, 6:7, 6:8, 6:9, 6:11
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above-entitled [1] - 1:11 accommodated [1] - 4:5 accompanying [1] - 3:11 added [1] - 3:18 aforsaid [1] - 7:10 ALSO [1] - 1:22 amount [1] - 4:6				

<p>petition [1] - 3:6 petitioner [4] - 3:10, 4:16, 4:21, 5:10 place [1] - 3:22 PLAN [1] - 1:1 plan [5] - 3:8, 4:2, 4:11, 5:12, 5:14 Plan [3] - 1:4, 1:10, 2:2 plans [1] - 4:11 play [1] - 3:22 playground [8] - 3:9, 3:11, 3:13, 3:14, 3:17, 3:20, 4:4, 5:13 Playground [1] - 1:4 PLONCZYNSKI [17] - 1:23, 2:5, 2:7, 2:9, 2:11, 2:13, 2:15, 2:17, 2:19, 3:5, 5:21, 5:23, 6:1, 6:3, 6:5, 6:7, 6:9 PRESENT [2] - 1:16, 1:22 pretty [1] - 5:2 PROCEEDINGS [2] - 1:6, 1:9 proceedings [2] - 7:7, 7:11 process [1] - 4:2 property [2] - 3:20, 4:1 provide [1] - 3:21 public [2] - 7:8, 7:11 Public [1] - 1:14</p>	<p>reviewed [1] - 4:12 Rocco [2] - 3:6, 5:6 roll [2] - 2:4, 5:20 runoff [1] - 4:3</p> <p style="text-align: center;">S</p> <p>safe [1] - 3:22 second [1] - 5:18 secretary [2] - 2:4, 5:20 see [1] - 4:7 SHANE [1] - 1:20 Shane [2] - 2:13, 6:5 shelter [1] - 3:15 shorthand [2] - 7:7, 7:10 sidewalks [1] - 3:16 Site [1] - 1:4 site [4] - 3:8, 4:2, 5:12, 5:13 slide [1] - 4:7 South [1] - 1:12 space [1] - 4:4 spaces [4] - 3:9, 3:12, 3:18, 3:19 SPEAKER [1] - 4:20 Spring [4] - 1:3, 3:1, 3:7, 5:7 SS [1] - 7:1 staff [1] - 4:13 start [1] - 3:1 state [2] - 5:4, 7:6 State [1] - 1:15 STATE [1] - 7:1 stormwater [2] - 4:3, 4:5 Street [1] - 1:12 subject [2] - 4:13, 5:14 surface [1] - 4:6 sworn [1] - 7:5 system [1] - 4:5</p>	<p>4:20 upgrade [1] - 3:20</p> <p style="text-align: center;">V</p> <p>various [1] - 3:13 VILLAGE [1] - 1:1 Village [1] - 1:11 Village's [1] - 3:23</p> <p style="text-align: center;">W</p> <p>wish [1] - 4:24 wood [1] - 4:10</p>
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<p>qualified [1] - 1:14 questions [3] - 4:16, 4:18, 5:9 quorum [1] - 2:19</p>		
R		
<p>RE [1] - 1:2 recommends [1] - 4:13 record [1] - 5:5 reduced [1] - 4:7 repaved [1] - 3:18 REPORT [1] - 1:6 reported [1] - 7:7 reporter [1] - 7:5 requesting [1] - 3:10 requires [2] - 3:24, 4:1 restriped [1] - 3:18 review [2] - 3:8, 4:2 Review [1] - 1:4</p>	T	
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	<p>testimony [1] - 1:9 THE [2] - 1:1, 1:2 Tom [2] - 2:17, 5:21 TOM [1] - 1:20 transcript [1] - 7:9 true [1] - 7:9 trying [1] - 5:3</p> <p>UNIDENTIFIED [1] -</p>	

Spring Lakes Mobile Home Estates

100 FIRST AVENUE-BARTLETT, ILLINOIS 60103

TEL: 630-497-5950

FAX: 630-497-1200

September 10, 2015

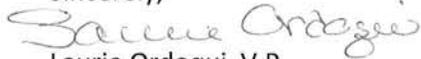
To: The President and Board of Trustees

Spring Lake Mobile Home Estates is requesting a permit to install a playground in our community. By adding this we feel it will be a upgrade to our property and give the children that live here a safe place to play.

The proposed playground will be installed and landscaped in a professional manner with adequate lighting and parking.

Your consideration for this approval will be greatly appreciated.

Sincerely,



Laurie Ordoqui V.P.

Spring Lakes Mobile Homes



VILLAGE OF BARTLETT SITE PLAN APPLICATION

For Office Use Only
 Case # 15-18
 RECEIVED
 COMMUNITY DEVELOPMENT
 (Village Stamp)
 SEP 08 2015
 VILLAGE OF
 BARTLETT

PROJECT NAME PLAYGROUND

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Rocco DEFRENZA

Street Address: 164 S. COLLINS ST

City, State: S. ILLINOIS

Zip Code: 60177

Email Address: VROC80@SBCGLOBAL.NET

Phone Number: 630 774 6964

Preferred Method to be contacted (Please Circle): Phone/Email

PROPERTY OWNER INFORMATION

Name: Marie Defrenza

Street Address: 1000 Applevalley

City, State: Bartlett, IL

Zip Code: 60103

Phone Number: 630 497-5950

OWNER'S SIGNATURE: Marie Defrenza

Date: 9/10/15

(OWNER'S SIGNATURE IS REQUIRED or LETTER AUTHORIZING THE PETITION SUBMITTAL.)

SITE PLAN DESCRIPTION (Use: commercial, industrial or office, square footage, # of units, etc.)

.49 ACRE PLAYGROUND IN PLACE OF EXISTING PARKING LOT

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

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

PROPERTY INFORMATION

Common Address/General Location of Property: 100 FIRST ST BARTLETT IL.

Property Index Number ("Tax PIN"/"Parcel ID"): _____

Acreage: .49

Zoning: Existing: MH 1
(Refer to Official Zoning Map)

Land Use: Existing: _____

Proposed: _____

Proposed: _____

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

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

Attorney _____

Engineer V3 COMPANIES 630 724-9200
7325 JAMES AVE WOODRIDGE IL 60517

Other _____

****PLEASE FILL OUT THE FOLLOWING FINDINGS OF FACT AS THEY RELATE TO YOUR PETITION****

FINDINGS OF FACT FOR SITE PLANS

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

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

1. The proposed use is a permitted use in the district in which the property is located.

We Are A mobile Home Community
Looking to Add a Park

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.

OFF STREET PARKING WILL BE CREATED ON THE NORTH + SOUTH SIDE
OF PROPOSED PARK ACCESSABLE AS THE PARKING LOT IS NOW
LIGHTING IS TO BE THE SAME AS IS NOW AVAILABLE STREET LIGHT
AT 2ND AVE AND JUNKS 3RD + JUNKS (BUILDING OFFICE) ELEVATIONS
FOR DRAINAGE WILL REMAIN SAME AND LANDSCAPING ADDED WILL BE DONE
PROFESSIONALLY

3. 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.

EGRESS FOR OUR PLAYGROUND WILL BE FROM EXISTING PARKING LOT

4. The site plan provides for the safe movement of pedestrians within the site.

ALL SPEED LIMITS FROM ADJACENT ROADWAYS IS 15 MPH AND
PROPER SIGNAGE IS ALREADY IN PLACE

5. There is 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 and will provide a pleasing appearance to the public. 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)

ALL LANDSCAPING IN PROPOSED PLAY AREA WILL BE DONE IN
A PROFESSIONAL MANNER AND SHOULD HAVE A POSITIVE INFLUENCE
TO ALL OF OUR RESIDENTS

6. All outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

n/a

ACKNOWLEDGEMENT

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

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

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

SIGNATURE OF PETITIONER: 

PRINT NAME: Rocco DiStefano

DATE: 9-10-2015

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, public advertising expenses, and recording fees. Please complete the information below and sign.

NAME OF PERSON TO BE BILLED: Spring Lake Estates

ADDRESS: 100 First St Bartlett, IL

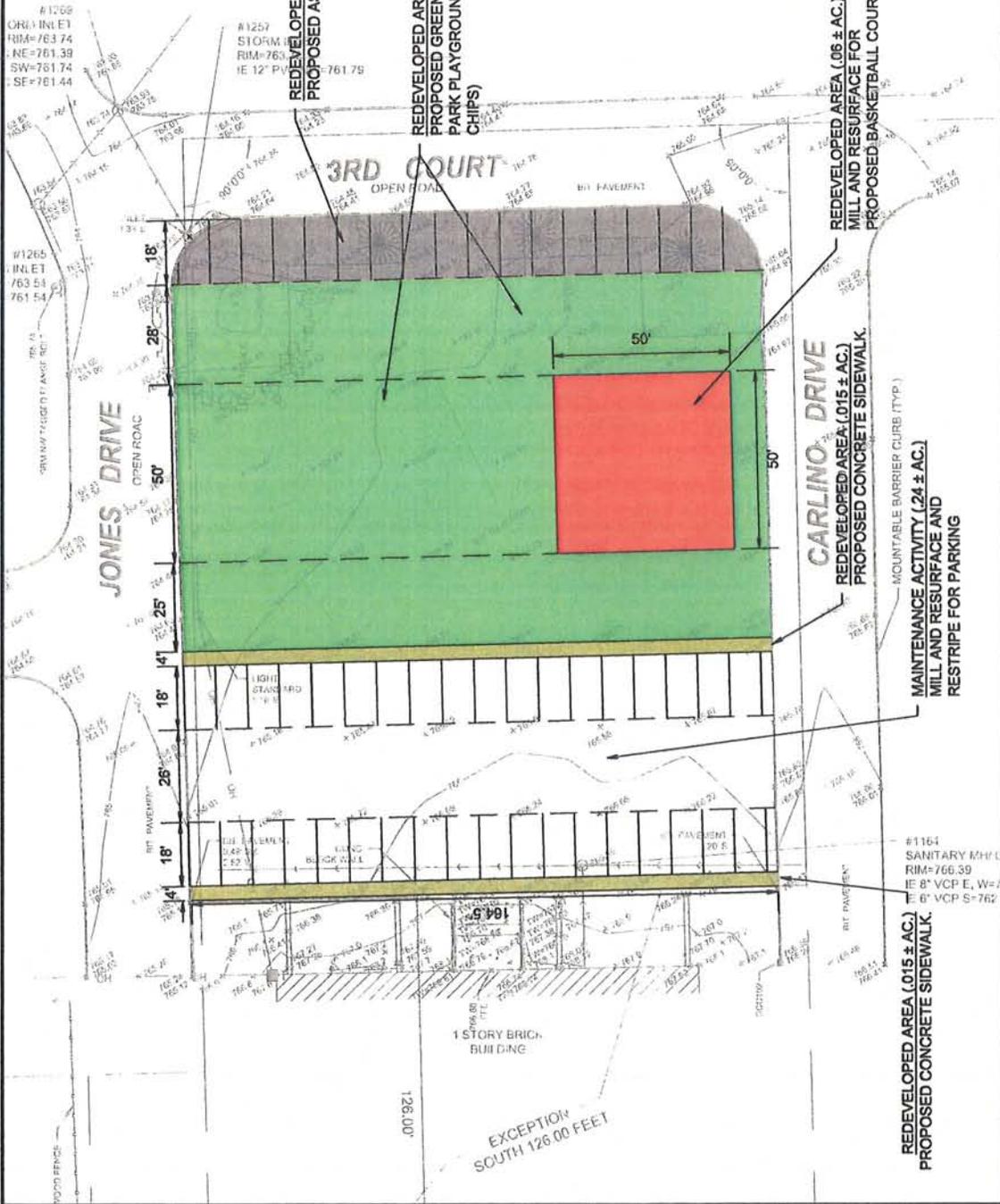
PHONE NUMBER: 630 497-5950

EMAIL: _____

SIGNATURE: 

DATE: 9/10/15

REDEVELOPED AREA TABLE	
GREENSPACE	= .33 AC.
SIDEWALK	= .03 AC.
BASKETBALL COURT (MILL & RESURFACE)	= .06 AC.
ASPHALT PARKING	= .07 AC.
TOTAL REDEVELOPED AREA	= .49 AC.



RECEIVED
COMMUNITY DEVELOPMENT
SEP 08 2015
VILLAGE OF
BARTLETT



DATE: 08-28-15

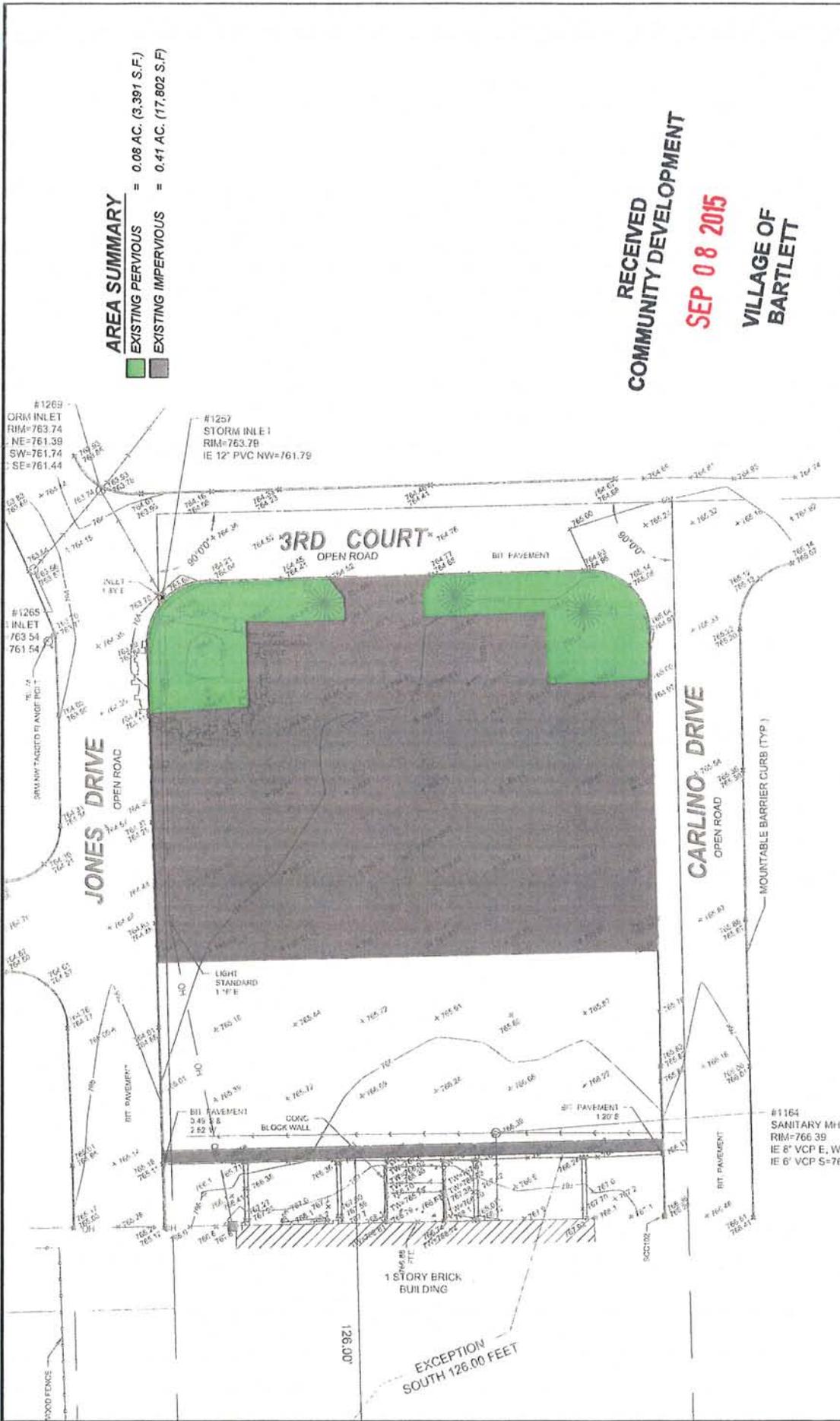
SCALE: 1"=50'

DETERMINATION.DWG - 8/17/2015 9:08 AM

SPRING LAKE ESTATES - PARK
BARTLETT
REDEVELOPMENT AREA EXHIBIT

REDEVELOPED AREA (.015 ± AC.)
PROPOSED CONCRETE SIDEWALK

VS Companies
225 Jones Ave
Bartlett, IL 60017
630.724.9200 phone
630.724.9202 fax
www.v3co.com



AREA SUMMARY
 EXISTING PERVIOUS = 0.08 AC. (3,391 S.F.)
 EXISTING IMPERVIOUS = 0.41 AC. (17,802 S.F.)

RECEIVED
 COMMUNITY DEVELOPMENT
 SEP 08 2015
 VILLAGE OF
 BARTLETT

DATE: 08.28.15
 SCALE: 1"=30'

EXISTING IMPERVIOUS
 AREA EXHIBIT

SPRING LAKE ESTATES - PARK

BARTLETT

V3 Companies
 7325 Jones Avenue
 Woodridge, IL 60517
 630.724.9200 phone
 630.724.9202 fax
 www.v3co.com





DATE: 02-28-15

SCALE: 1"=30'

PERVIOUS.DWG - 09/20/16 5:16: PM

AREA SUMMARY
 PROPOSED PERVIOUS = 0.33 AC. (14,588 S.F.)
 PROPOSED IMPERVIOUS = 0.16 AC. (6,605 S.F.)



RECEIVED
COMMUNITY DEVELOPMENT

SEP 08 2015

VILLAGE OF
BARTLETT



PROPOSED IMPERVIOUS
AREA EXHIBIT

SPRING LAKE ESTATES - PARK
IL

BARTLETT

V&S Engineering, Inc.
 7325 Maple Avenue
 Woodridge, IL 60517
 630.724.9200 phone
 630.724.9202 fax
 www.v&sco.com



UTILES, VICTORIA, VICTORIA... THE BRICK IS TRANSFORM WITH EXCELLENCE

LOCATION MAP

Spring Lake Estates





Agenda Item Executive Summary

Item Name Case #15-19 - Brewster Creek Business Park Lot 9L- Ridge BC 1 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**.

The **Plan Commission** reviewed the Petitioner's request at their meeting on October 8, 2015. The Commission recommended **approval** of the Site Plan subject to the conditions and findings of fact outlined in the Staff Report.

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.

ATTACHMENTS (PLEASE LIST)

CD Staff Memo, 10/8/15 Plan Commission Minutes, Applicant Cover Letter, Application, Location Map and Ordinance with Exhibits.

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance X_____

Motion: Move to approve Ordinance #2015-_____ An Ordinance Granting A Site Plan Approval on Lot 9L (Ridge BC 1) in the Brewster Creek Business Park.

Staff: Jim Plonczynski

Date: 10/12/15

COMMUNITY DEVELOPMENT MEMORANDUM

15-215

DATE: October 12, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, Com Dev Director
RE: **(#15-19) Brewster Creek Business Park Lot 9L (Ridge BC 1)**

PETITIONER

Jeff Dublo, Triumph Construction on behalf of Ridge Development Company

SUBJECT SITE

Lot 9L in the Brewster Creek Business Park, Unit 1, located at the southeast corner of Hecht Drive.

REQUEST

Site Plan Review

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>
Subject Site	Vacant	Mixed Use Business Park	I-2 EDA
North	Industrial Bldg.	Mixed Use Business Park	I-2 EDA
South	Stearns Rd./ Forest Preserve	Open Space/Recreation	P-1
East	Industrial Bldg.	Mixed Use Business Park	I-2 EDA
West	Vacant	Mixed Use Business Park	I-2 EDA

DISCUSSION

1. The petitioner is requesting a Site Plan Review for a proposed 271,200 square foot industrial building on a 14.23 acre lot in the Brewster Creek Business Park, Unit 1 along Schiferl Road. The facility would be used as office/warehouse for future tenants. This facility would be constructed as a core and shell building and have tenant offices built out at the time of lease.

2. 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 coupled with professional landscaping to enhance the building's aesthetics. The proposed building height is 35' with higher entry corners up to 39'.
3. The Site Plan shows a total of 36 exterior docks and 4 drive-in doors on the east and west sides of the building.
4. Two curb cuts are proposed along Schiferl Road. Both curb cuts will be for car and truck access.
5. The Zoning Ordinance requires 305 parking spaces for this use (office & warehouse). The Site Plan identifies parking lots surrounding the building containing a total of 319 passenger vehicle parking spaces, including eight (8) handicapped accessible spaces which exceeds the Zoning Ordinance requirements. There are also 58 land-banked/future parking spaces provided which would bring the total to 377 car parking spaces.
6. The Landscape Plan is currently being reviewed.
7. The Engineering and Lighting Plans are currently being reviewed.

RECOMMENDATION

1. The Staff recommends approval of the petitioner's request subject to the following conditions and Findings of Fact:
 - A. The Site Plan shall include future trash enclosures that will be constructed with similar materials as the proposed building and include landscaping around the perimeter;
 - B. Staff approval of the Engineering Plans;
 - C. Staff approval of the Landscape Plan;
 - D. Staff approval of the Photometric Plan;
 - E. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
 - F. 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;
 - G. Landscaping must be installed within one year of the issuance of a building permit;
 - H. Findings of Fact (Site Plan):
 - i. That the proposed office/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 and trash enclosures are screened and are in accordance with standards specified by this Ordinance.
2. The Plan Commission reviewed the Petitioner's request at their meeting on October 8, 2015. There was no testimony regarding this petition. The Commission recommended **approval** of the Site Plan subject to the conditions outlined above and the Findings of Fact.
 3. Attached are the Plan Commission minutes, the Ordinance with Exhibits and additional background information for your review.

alz/attachments

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BEFORE THE VILLAGE OF BARTLETT
PLAN COMMISSION

IN RE THE MATTER OF:)
)
(#15-19) Brewster Creek)
Business Park Lot 9L (Ridge)
BC-1) Site Plan Review.)

REPORT OF PROCEEDINGS

October 8, 2015
7:00 P.M.

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

PRESENT:

- MR. JIM LEMBERG
- MR. MARK HOPKINS
- MR. JOHN MIASO
- MR. JERRY KALLAS
- MR. AUSTIN HOPKINS
- MR. TOM CONNOR
- MR. SHANE COOK

ALSO PRESENT:

MR. JIM PLONCZYNSKI, Community Development
Director.

1 CHAIRMAN LEMBERG: I'd like to call to order
2 this meeting of the Bartlett Plan Commission for
3 October 8th, 2015, at 7:05.

4 Will the secretary call the roll.

5 MR. PLONCZYNSKI: Jim Lemberg.

6 CHAIRMAN LEMBERG: Here.

7 MR. PLONCZYNSKI: Mark Hopkins.

8 MR. M. HOPKINS: Yes.

9 MR. PLONCZYNSKI: John Miaso.

10 MR. MIASO: Here.

11 MR. PLONCZYNSKI: Jerry Kallas.

12 MR. KALLAS: Yes.

13 MR. PLONCZYNSKI: Shane Cook.

14 MR. COOK: Here.

15 MR. PLONCZYNSKI: Austin Hopkins.

16 MR. A. HOPKINS: Here.

17 MR. PLONCZYNSKI: Tom Connor.

18 MR. CONNOR: Here.

19 MR. PLONCZYNSKI: We have a quorum.

20

21 * * * * *

22

23 CHAIRMAN LEMBERG: The next item on the agenda
24 is the Brewster Creek Business Park Lot 9L (Ridge

1 BC 1) site plan review. Angela is not here, so I
2 guess, Jim, you have it.

3 MR. PLONCZYNSKI: Angela is it a wedding
4 rehearsal dinner for a wedding tomorrow, so we're
5 a little short staffed.

6 This petition is also for site plan review
7 of Lot 9L in the Brewster Creek Business Park
8 known as Ridge BC 1. Don't ask me why.

9 The petitioner is requesting site plan
10 review for a 271,200 square-foot building. Your
11 packet says 267,880. They realized that they had
12 a different setback on the east side, so they
13 added five feet to the building along this
14 perimeter. It really doesn't change anything,
15 but move this wall five feet this way and
16 everything else is moved five feet this way.
17 It's still -- it's not required any variances or
18 anything. It's a 14.23-acre lot. It will be
19 next to the Cheese Merchants to the east.

20 This is what the building will look like,
21 smooth precast gray finish and brown accents;
22 decorative staining, prefinished aluminum and
23 tinted glass entry windows. It will be 35 feet
24 high with an entrance of 39 feet; and if you

1 recall, we just changed the building height on the
2 zoning ordinance basically to take -- accommodate
3 this building and probably others. There is a
4 request for higher interior clear space.

5 It shows 36 docks, four drive-in doors on
6 the east and west sides. Two curb cuts along
7 Schiferl Road.

8 Requires 305 parking spaces for this use,
9 office and warehouse. The site plan identifies
10 319, including 8 handicap. There is also 58
11 land-banked future spaces provided -- which are
12 provided, which would bring the total to 377 cars.

13 It's anticipated that this building will
14 be divided into four, but it's possible it could
15 go to one, though it has that potential.

16 Staff recommends approval of the site plan
17 subject to, again, the findings of fact and the
18 conditions that are in your packet. If you have
19 any questions, I'll try to answer them; and I
20 think the petitioner's representative is here
21 somewhere. It's Mr. Dublo who you know from a
22 building earlier this year.

23 CHAIRMAN LEMBERG: Okay. Any questions from
24 the members at this time?

1 MR. M. HOPKINS: How is trash handled in the
2 facility?

3 MR. PLONCZYNSKI: I'll let Jeff answer that
4 because we have a condition, as you can see, if
5 there is future trash enclosures on the outside
6 they have to be constructed. I think he's going
7 to go by every week and pick it up and put it in
8 his trunk.

9 UNIDENTIFIED SPEAKER: Second job.

10 CHAIRMAN LEMBERG: Would you state your name
11 and address, please.

12 MR. DUBLO: Jeff Dublo, 1000 Kingsmill Drive,
13 Algonquin.

14 The review came -- the review from staff
15 and throughout the site plan trash enclosures, so
16 we're going to show future trash enclosures if
17 the tenants don't want to roll it in and out every
18 day. Basically, we're going to locate them -- I
19 guess the -- where the land-banked stalls are and
20 starting to turn into the drive-in doors, there
21 is an area there is no pavement right now, so
22 we're going to call those out as future areas as
23 needed.

24 MR. M. HOPKINS: Would you point that out on

1 the site plan?

2 MR. DUBLO: On the curve, Jim, is where it
3 would be. On the curve going into the drive-in
4 door.

5 MR. PLONCZYNSKI: Down in here, right, or this
6 side? (Indicating.)

7 MR. DUBLO: On the sides, so where you have
8 the drive-in doors at.

9 MR. PLONCZYNSKI: They're in here somewhere?
10 (Indicating.)

11 MR. DUBLO: Yes.

12 MR. PLONCZYNSKI: Here they are. There is one
13 two, three, four, so those areas. (Indicating.)

14 MR. M. HOPKINS: Second question is, is roof
15 top equipment over the office area screened?

16 MR. DUBLO: Yes, that's a requirement from
17 this village.

18 MR. M. HOPKINS: That's all I have.

19 CHAIRMAN LEMBERG: Anyone else any questions?

20 Okay. Then we will be looking for a
21 motion for a site plan review for Lot 9L in
22 Brewster Creek Business Park, Unit 1, located in
23 the southeast corner of Hecht Drive with the
24 approval of the -- subject following conditions

1 and finding of fact.

2 We have a motion?

3 MR. COOK: So moved.

4 MR. CONNOR: Second.

5 CHAIRMAN LEMBERG: Any further discussion?

6 Secretary call the roll.

7 MR. PLONCZYNSKI: Shane Cook.

8 MR. COOK: Yes.

9 MR. PLONCZYNSKI: Tom Connor.

10 MR. CONNOR: Yes.

11 MR. PLONCZYNSKI: Mark Hopkins.

12 MR. M. HOPKINS: Yes.

13 MR. PLONCZYNSKI: John Miaso.

14 MR. MIASO: Yes.

15 MR. PLONCZYNSKI: Jerry Kallas.

16 MR. KALLAS: Yes.

17 MR. PLONCZYNSKI: Austin Hopkins.

18 MR. A. HOPKINS: Yes.

19 MR. PLONCZYNSKI: Motion carried.

20 MR. DUBLO: Thank you.

21 CHAIRMAN LEMBERG: Okay. Thank you.

22

23 * * * * *

24

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
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#				Page 1
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<p>N</p>		<p>S</p>	<p>U</p>
<p>name [1] - 5:10 needed [1] - 5:23 next [2] - 2:23, 3:19 Notary [1] - 1:14 notes [1] - 8:10</p>	<p>Q</p>	<p>Schiferl [1] - 4:7 screened [1] - 6:15 second [3] - 5:9, 6:14, 7:4 secretary [2] - 2:4, 7:6 see [1] - 5:4 setback [1] - 3:12 SHANE [1] - 1:20 Shane [2] - 2:13, 7:7 short [1] - 3:5 shorthand [2] - 8:7, 8:10 show [1] - 5:16 shows [1] - 4:5 side [2] - 3:12, 6:6 sides [2] - 4:6, 6:7 Site [1] - 1:4 site [8] - 3:1, 3:6, 3:9, 4:9, 4:16, 5:15, 6:1, 6:21 smooth [1] - 3:21 somewhere [2] - 4:21, 6:9 South [1] - 1:12 southeast [1] - 6:23 space [1] - 4:4 spaces [2] - 4:8, 4:11 SPEAKER [1] - 5:9 square [1] - 3:10 square-foot [1] - 3:10 SS [1] - 8:1 staff [2] - 4:16, 5:14 staffed [1] - 3:5 staining [1] - 3:22 stalls [1] - 5:19 starting [1] - 5:20 State [1] - 1:15 STATE [1] - 8:1 state [2] - 5:10, 8:6 still [1] - 3:17 Street [1] - 1:12 subject [2] - 4:17, 6:24 sworn [1] - 8:5</p>	<p>UNIDENTIFIED [1] - 5:9 Unit [1] - 6:22 up [1] - 5:7</p>
<p>O</p>	<p>qualified [1] - 1:14 questions [3] - 4:19, 4:23, 6:19 quorum [1] - 2:19</p>	<p>T</p>	<p>V</p>
<p>oath [1] - 8:5 October [2] - 1:6, 2:3 OF [5] - 1:1, 1:2, 1:5, 8:1, 8:2 office [2] - 4:9, 6:15 one [2] - 4:15, 6:12 order [1] - 2:1 ordinance [1] - 4:2 outside [1] - 5:5</p>	<p>R</p>	<p>tenants [1] - 5:17 testimony [1] - 1:9 THE [2] - 1:1, 1:2 three [1] - 6:13 throughout [1] - 5:15</p>	<p>variances [1] - 3:17 VILLAGE [1] - 1:1 village [1] - 6:17 Village [1] - 1:11</p>
<p>P</p>	<p>RE [1] - 1:2 realized [1] - 3:11 really [1] - 3:14 recommends [1] - 4:16 rehearsal [1] - 3:4 REPORT [1] - 1:5 reported [1] - 8:7 reporter [1] - 8:5 representative [1] - 4:20 request [1] - 4:4 requesting [1] - 3:9 required [1] - 3:17 requirement [1] - 6:16 requires [1] - 4:8 review [6] - 3:1, 3:6, 3:10, 5:14, 6:21 Review [1] - 1:4 Ridge [3] - 1:4, 2:24, 3:8 Road [1] - 4:7 roll [3] - 2:4, 5:17, 7:6</p>	<p>W</p>	<p>W</p>
<p>P.M [1] - 1:7 packet [2] - 3:11, 4:18 PAGE [1] - 8:2 Park [4] - 1:4, 2:24, 3:7, 6:22 parking [1] - 4:8 pavement [1] - 5:21 perimeter [1] - 3:14 petition [1] - 3:6 petitioner [1] - 3:9 petitioner's [1] - 4:20 pick [1] - 5:7 PLAN [1] - 1:1 plan [8] - 3:1, 3:6, 3:9, 4:9, 4:16, 5:15, 6:1, 6:21 Plan [3] - 1:4, 1:10, 2:2 PLONCZYNSKI [21]</p>	<p>Y</p>	<p>Z</p>	<p>wall [1] - 3:15 warehouse [1] - 4:9 wedding [2] - 3:3, 3:4 week [1] - 5:7 west [1] - 4:6 windows [1] - 3:23</p>
<p>LYNN M. EVANS, CSR</p>	<p>lynneevans@sbcglobal.net</p>	<p>630.664.5833</p>	<p>zoning [1] - 4:2</p>

September 15, 2015

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

**Re: RIDGE BC 1
Proposed Multi-Tenant Speculative Building
Lot #9G, Brewster Creek Business Park
Bartlett, Illinois**

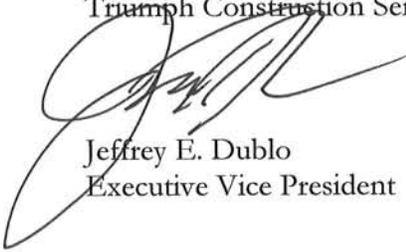
President and Board of Trustees:

Triumph Construction Services Corporation formally requests site plan review for the new construction of a 267,880 SF Multi-Tenant Speculative Industrial Facility (RIDGE BC 1) for Ridge Development Company to be located on Lots 9G consisting of approximately 14.19 acres along Schiferl Road 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. Decorative staining, prefinished aluminum and tinted glass storefront entries and windows coupled with professional landscape will also enhance 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

RECEIVED
COMMUNITY DEVELOPMENT

SEP 15 2015

VILLAGE OF
BARTLETT



225 W. Washington Street
Suite 1550
Chicago, IL 60606
Fax: 312.257.2871
www.ridgedevelopment.net

September 14, 2015

VIA E-MAIL

Village of Barlett
Community Development Department
228 S. Main Street
Bartlett, IL 60103

RE: LETTER OF AUTHORIZATION

To Whom It May Concern:

Ridge Development Company ("Ridge") hereby authorizes Triumph Construction Services to submit the development application package for Ridge BC One located in Brewster Creek Business Park in Barlett, Illinois on our behalf.

Sincerely,

Ridge Development Company

A handwritten signature in blue ink, appearing to read 'Darcie Fankhauser', written over a horizontal line.

Darcie Fankhauser
Senior Vice President

cc: Jim Martell, Ridge Development Company (via e-mail)
Aaron Martell, Ridge Development Company (via e-mail)
Kevin Mohoney, Ridge Development Company (via e-mail)



VILLAGE OF BARTLETT SITE PLAN APPLICATION

For Office Use Only
Case # 2015-19
RECEIVED
COMMUNITY DEVELOPMENT
SEP 15 2015
VILLAGE OF
BARTLETT

PROJECT NAME RIDGE BC 1

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Triumph Construction Services Corporation

Street Address: 2763 Pinnacle Drive

City, State: Elgin, IL

Zip Code: 60124

Email Address: jeffd@triumphconstructionservices.com

Phone Number: (847) 608-7982

Preferred Method to be contacted Blank

PROPERTY OWNER INFORMATION

Name: Ridge Development Company

Street Address: 225 W. Washington St., Ste. 1550

City, State: Chicago, IL

Zip Code: 60606

Phone Number: (312) 257-2891

OWNER'S SIGNATURE: _____ **Date:** _____
(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

SITE PLAN DESCRIPTION (Use: commercial, industrial or office, square footage, # of units, etc.)

Site and building construction of a 271,200 SF Multi-Tenant
Speculative Industrial Facility.

SIGN PLAN REQUIRED? Blank

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

PROPERTY INFORMATION

Common Address/General Location of Property: Lot 96 of the Brewster Creek Business Park

Property Index Number ("Tax PIN"/"Parcel ID"): 01-05-402-003

Acreage: 14.19

Zoning: Existing: I-2 EDA
(Refer to Official Zoning Map)

Proposed: Blank

Land Use: Existing: Vacant

Proposed: Industrial

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

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

Attorney Law Offices of Palmisano & Moltz
19 South LaSalle Street - Chicago, IL 60603
Joe Palmisano (312) 782-3967 josephpalm@aol.com

Engineer Erikson Engineering Associates, LTD.
145 Commerce Drive, Ste. A - Grayslake, IL 60030
Chris Keppner (312) 463-0551 ckeppner@eea-ltd.com

Other

****PLEASE FILL OUT THE FOLLOWING FINDINGS OF FACT AS THEY RELATE TO YOUR PETITION****

FINDINGS OF FACT FOR SITE PLANS

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

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

1. The proposed use is a permitted use in the district in which the property is located.

Yes, the proposed use is a permitted use. The proposed use is Industrial.

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.

Yes, the site and building have been designed to be compatible with adjacent land uses.

3. 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.

Yes, the site has been designed for safe, efficient and convenient movement of traffic on and off-site.

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COMMUNITY DEVELOPMENT

SEP 15 2015

VILLAGE OF
BARTLETT

4. The site plan provides for the safe movement of pedestrians within the site.

Yes, the majority of the pedestrian parking has been located for safe movement of pedestrians from truck maneuvering areas.

5. There is 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 and will provide a pleasing appearance to the public. 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)

Yes, the landscaping will be completed in accordance with the Village of Bartlett's ordinances, and be compatible with adjacent land uses.

6. All outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

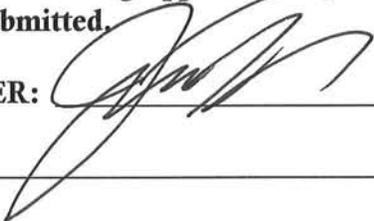
Yes, the proposed landscaping shall screen parking areas as required per Village of Bartlett ordinances.

ACKNOWLEDGEMENT

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

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

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

SIGNATURE OF PETITIONER:  _____

PRINT NAME: Jeff Dublo _____

DATE: 09/15/15 _____

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

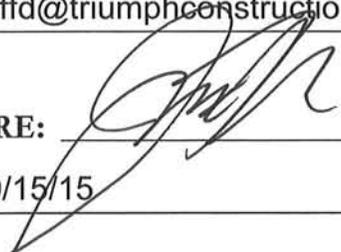
The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed 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, public advertising expenses, and recording fees. Please complete the information below and sign.

NAME OF PERSON TO BE BILLED: Triumph Construction Services Corporation _____

ADDRESS: 2763 Pinnacle Drive _____
Elgin, IL 60124 _____

PHONE NUMBER: (847) 608-7982 _____

EMAIL: jeffd@triumphconstructionservices.com _____

SIGNATURE:  _____

DATE: 09/15/15 _____

Location Map

Brewster Creek Lot 9L



ORDINANCE 2015 - _____

**AN ORDINANCE GRANTING A SITE PLAN APPROVAL
ON LOT 9L, (RIDGE BC 1) IN THE
BREWSTER CREEK BUSINESS PARK**

WHEREAS, Jeff Duplo, Triumph Construction Services Corp. (the "Developer") has filed a petition on behalf of Ridge Development Company, (the "Contract Purchaser") for property legally described on **Exhibit A** attached hereto (the "Subject Property") in the Brewster Creek Business Park for a Site Plan approval (the "Petition"); and

WHEREAS, the owner of the Subject Property, Elmhurst Chicago Stone, has consented to the filing of the Petition; and

WHEREAS, the Bartlett Plan Commission reviewed the Site Plan on October 8, 2015 with respect to the Petition (Case #15-19) and has recommended to the corporate authorities that 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 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: That the corporate authorities do hereby make the following findings of fact pertaining to the Site Plan:

1. That the proposed multi-tenant office/warehouse use 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 and trash enclosures are screened and are in accordance with standards specified by this Ordinance.

SECTION TWO: That the Subject Property shall be developed in strict accordance with the Site Plan prepared by Harris Architects Inc. dated September 15, 2015 and last revised October 9, 2015 attached hereto as **Exhibit B**; the Building Elevations prepared by Harris Architects Inc. dated September 14, 2015 and last revised October 5, 2015 attached hereto as **Exhibit C** and the Landscape Plans prepared by Designs For You, Inc. dated September 11, 2015 and last revised October 11, 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 Three of this Ordinance.

SECTION THREE: That the findings set forth in Sections One and the Site Plan approval in Section Two of this Ordinance, are subject to the following conditions:

- A. The Site Plan shall include future trash enclosures that will be constructed with similar materials as the proposed building and include landscaping around the perimeter;
- B. Staff approval of the Engineering Plans;
- C. Staff approval of the Landscape Plan;
- D. Staff approval of the Photometric Plan;
- E. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
- F. 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;
- G. Landscaping must be installed within one year of the issuance of a building permit.

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 provision 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 20th day of October, 2015

APPROVED this 20th day of October, 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 October 20, 2015 and approved on October 20, 2015, as the same appears from the official records of the Village of Bartlett.

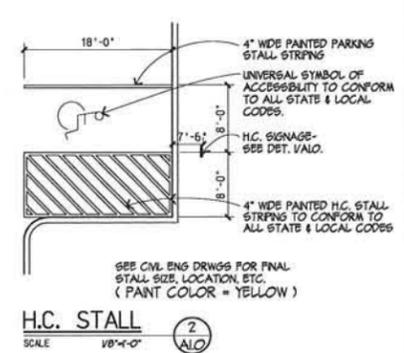
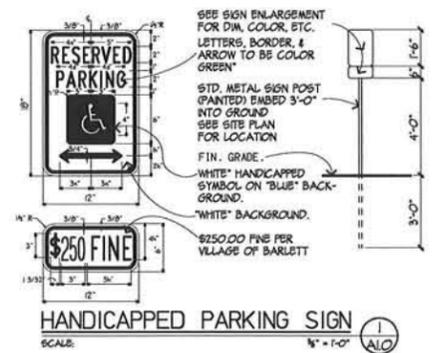
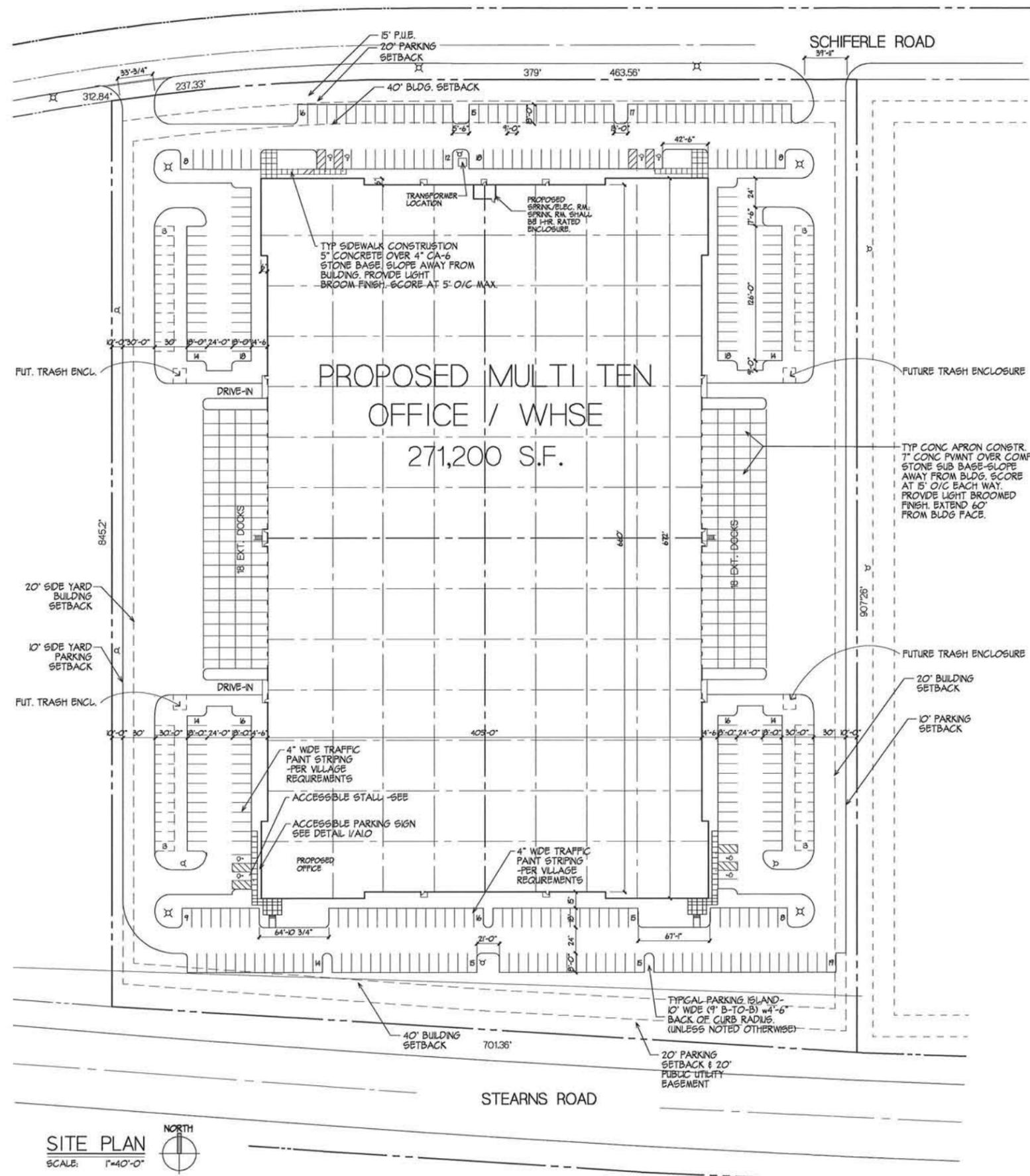
Lorna Giles, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION – BREWSTER CREEK BUSINESS PARK LOT 9L- RIDGE BC 1 CASE #15-19

THAT PART OF LOT 9G1 IN ASSESSMENT PLAT NO. 5 OF LOT 9 BREWSTER CREEK BUSINESS PARK UNIT 1, BEING PART OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 29, 2007 AS DOCUMENT NUMBER R2007-195152 IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 9G1; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTH LINE OF SAID LOT: 1) SOUTH 89 DEGREES 14 MINUTES 10 SECONDS EAST, 161.13 FEET, TO A POINT OF CURVATURE; 2) EASTERLY ALONG AN ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 733.00 FEET, HAVING A CHORD BEARING OF NORTH 85 DEGREES 02 MINUTES 02 SECONDS EAST, 146.61 FEET TO A POINT OF TANGENCY; 3) NORTH 79 DEGREES 18 MINUTES 15 SECONDS EAST, 898.23 FEET TO A POINT OF CURVATURE; 4) EASTERLY ALONG AN ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1967.00 FEET, HAVING A CHORD BEARING OF NORTH 80 DEGREES 22 MINUTES 54 SECONDS EAST, 73.98 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG SAID NORTH LINE; (1) THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1967.00 FEET, HAVING A CHORD BEARING OF NORTH 85 DEGREES 30 MINUTES 11 SECONDS EAST, 277.66 FEET TO A POINT OF TANGENCY; (2) NORTH 89 DEGREES 32 MINUTES 49 SECONDS EAST, 423.26 FEET TO THE NORTHEAST CORNER OF SAID LOT 9G1, THENCE SOUTH 00 DEGREES 27 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID LOT, BEING ALSO THE WEST LINE OF LOT 9E1 IN SAID ASSESSMENT PLAT NO. 5 OF LOT 9 BREWSTER CREEK PARK UNIT 1, A DISTANCE OF 908.48 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9G1; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE SOUTH LINE OF SAID LOT 9G1: (1) WESTERLY ALONG AN ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 17128.80 FEET, HAVING A CHORD BEARING OF NORTH 87 DEGREES 04 MINUTES 17 SECONDS WEST, 495.34 FEET TO A POINT OF TANGENCY; (2) NORTH 86 DEGREES 14 MINUTES 35 SECONDS WEST, 206.10 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 11 SECONDS WEST, 844.56 FEET TO THE PLACE OF BEGINNING.



CONSTRUCTION DATA

BUILDING CODE: BBC ORDINANCE 2014-16-BC 2012

BUILDING HEIGHT: 30'-0" CLEAR INTERIOR - T/PRECAST AT +35'-0" T/PRECAST AT PARAPET +31'-0"

ZONING: T-2 SDA ECONOMIC OVERLAY DISTRICT OVERLAY DISTRICT

CONSTRUCTION TYPE: TYPE 2B-UNPROTECTED NON-COMBUSTIBLE, UN-LIMITED AREA

OCCUPANCY TYPE: B- BUSINESS (ACCESSORY TO MAJOR USE) B-1 MODERATE HAZARD STORAGE

HANDICAPPED PARKING: HANDICAPPED PARKING AND SIGNS PER APRIL, 1997 STATE OF ILLINOIS ACCESSIBILITY STANDARDS

FIRE PROTECTION: BUILDING TO BE EQUIPPED THROUGHOUT WITH E.S.F.R. AUTOMATIC FIRE SUPPRESSION SYSTEM DESIGNED FOR NFPA 8 FOR CLASS IV COMMODITIES AS DEFINED IN NFPA 252C. REFER TO FIRE PROTECTION DRAWINGS BY OTHERS.

SITE DATA

SITE AREA: 14.23 ACRES 619,858.8 S.F.

GROSS BUILDING AREA: 271,200 S.F.

OFFICE AREA (813): 21,700 S.F.

WAREHOUSE/STORAGE: 249,500 S.F.

TOTAL BUILDING: 271,200 S.F.

FLOOR AREA RATIO: .44

PAVEMENT AREA (34,481): 213,725 S.F.

GREEN SPACE REQUIRED: 20%

GREEN SPACE PROVIDED (21,771): 134,933 S.F.

AUTO PARKING REQUIRED (PER I-2 "EDA" ZONING)

OFFICE (1/275 SF): 79 CARS

WAREHOUSE (1/1000 SF): 250 CARS

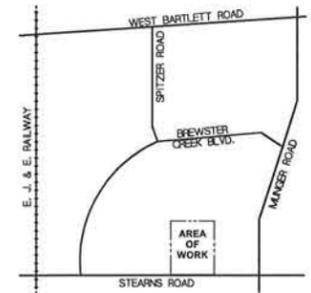
TOTAL PARKING REQUIRED: 314 CARS

PARKING PROVIDED: 314 CARS

LANDBANKED PKG. PROVIDED: 49 CARS

EXTERIOR DOCKS: 36 DOCKS

DRIVE-IN DOORS: 4 DOORS



- 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 REQ'D.
 - EXACT LOCATION OR PLACEMENT OF NEW BLDGS. INDICATED ABOVE SHALL BE DETERMINED BY LAND SURVEYOR HIRED BY O.C. AND SHALL COORDINATE & INFORM THE ARCHITECT OF ANY DISCREPANCY PRIOR TO STARTING WORK.
 - HIGH EFFICIENCY HEATING & COOLING SYSTEMS ENERGY STAR APPLIANCES SHALL BE REQ'D.

"THIS IS TO CERTIFY THAT THE UNDERSIGNED IS FAMILIAR WITH THE BARTLETT BUILDING CODE, INCLUDING BUT NOT LIMITED TO, THE INTERNATIONAL BUILDING CODE-2006, INTERNATIONAL RESIDENTIAL CODE-2006, INTERNATIONAL MECHANICAL CODE-2006, ILLINOIS STATE PLUMBING CODE-2008, 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, MODIFICATIONS, ADDITIONS, 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 THE APPROVAL OF PROFESSIONALS OF 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."

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

SITE PLAN
SCALE: 1"=40'-0"
NORTH

RIDGE DEVELOPMENT
271,200 SF SPECULATIVE OFFICE/WAREHOUSE
BREWSTER CREEK BUSINESS PARK, BARTLETT ILLINOIS



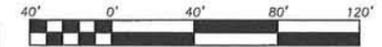
DESIGN REGISTRATION #84-000373
NEW MULTI-TENANT FACILITY FOR:
RIDGE BC1
BREWSTER CREEK BUSINESS PARK - LOT 9L
BARTLETT, ILLINOIS

15-205
0-07-205
REVISION FOR SITE PLAN REVIEW
REVISION FOR SITE PLAN REVIEW

PROJECT NO. 25392
DRAWN BY: PDC
DATABASE: 25392SITE.DWG

SHEET NO. A1.0
1 OF 3 SHEETS

EXHIBIT B



Scale: 1" = 40'

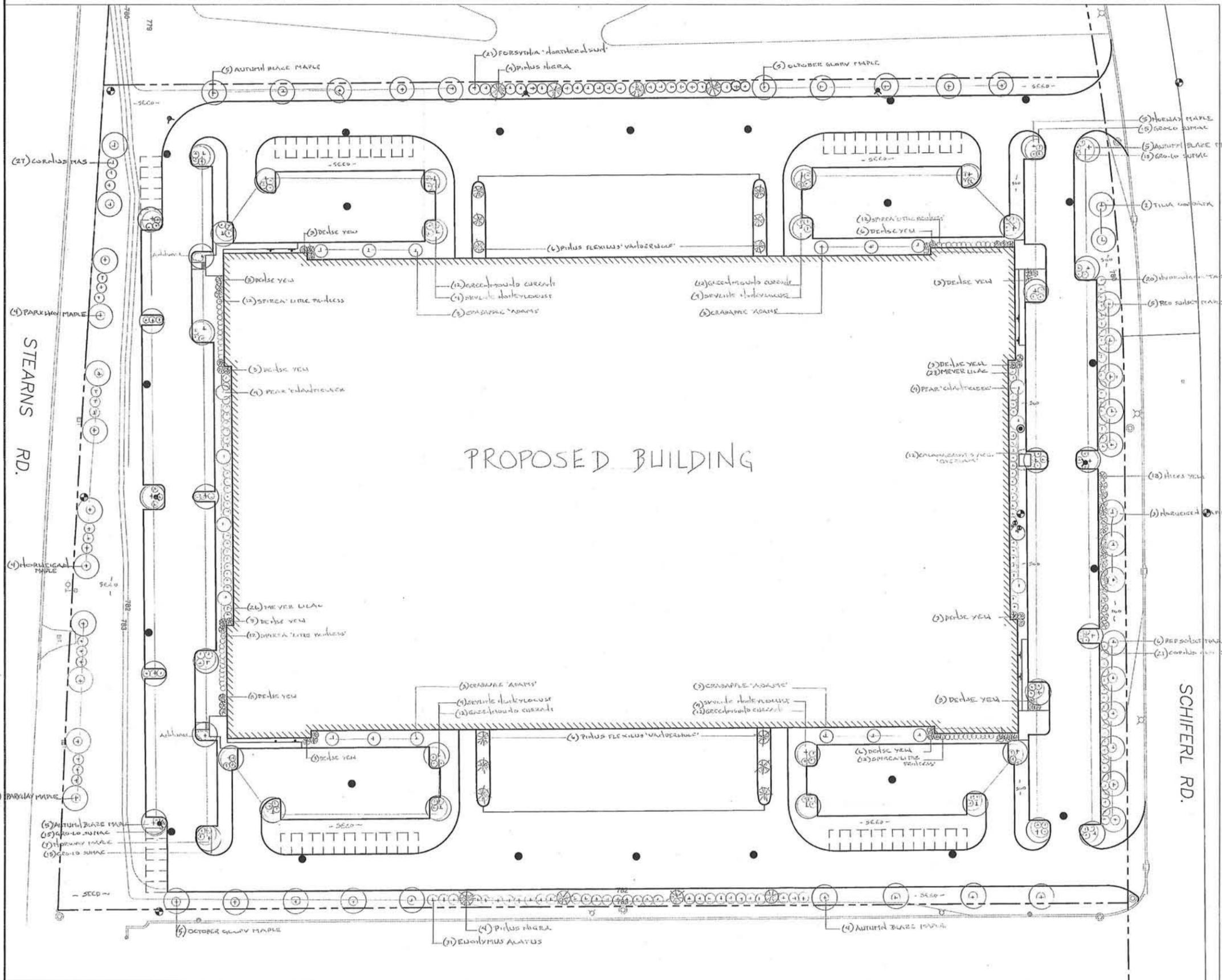


**ERIKSSON
ENGINEERING
ASSOCIATES, LTD.**

145 SOMMERGE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

267,800 SF SPEC BUILDING

Brewster Creek Business Park
Bartlett, Illinois



Quantity	Description
8	Austrian Pine 6'
8	Pinus nigra
8	Parkway Maple 3"
10	Acer platanoides 'Columnarbrood'
10	Maple 'October Glory' 3"
19	Acer rubrum
19	Maple 'Autumn Blaze' 3"
7	Acer freemani 'Autumn Blaze'
12	Norwegian Sunset Maple 3"
12	Acer truncatum
11	Norway Maple 3"
11	Acer platanoides
11	Maple 'Red Sunset' 3"
27	Acer rubrum
27	Comolian Cherry Dogwood 3"
2	Cornus mas
2	Linden 'Greenspire' 3"
42	Tilia cordata 'Greenspire'
42	Dense Yew 24"
48	Taxus media
48	Little Princess Spirea 24"
12	Spiraea japonica
16	Crabapple 'Adams' 2.5"
16	Malus
16	Skyline Locust - 2.5"
8	Gleditsia triacanthos
8	Chanticleer Pear 2.5"
18	Pyrus calleryana
18	Hicks Yew 3"
60	Taxus media x 'Hicks'
21	Sumac 'Gro-Low' 5 Gal
21	Rhus aromatica 'Gro-Low'
48	Forsythia 'Northern Sun' 36"
31	Forsythia hybrids
20	Green Mound Currant 24"
20	Ribes alpinum 'Green Mound'
20	Burning Bush 'Chicago Fire' 3'BB
21	Euonymus alatus
21	Hydrangea 'Tardiva' 36" Tree
49	Hydrangea paniculata
12	Ivory Halo Dogwood 36"
12	Cornus alba 'Bailhato'
12	Dwarf Korean Lilac 24"
12	Syringa meyeri 'Pablin'
12	Variiegated Feather Reed Grass 3 Gal
12	Callamagrostis x acutiflora 'Overdam'
12	Vanderwolf's Pyramid Limber Pine 6'
12	Pinus flexilis 'Vanderwolf's Pyramid'

GENERAL NOTES:

- 1) ALL TREES SHOULD BE PLANTED WITH 3" MULCH TRINGS
- 2) ALL GROUPS OF SHRUB PLANTINGS SHALL BE PLACED IN MULCHED PLANTING BEDS WITH HARD SPADED EDGING TO SEPARATE THE PLANTING AREAS FROM TURF AREAS.

DESIGNS FOR YOU, INC.
9201 S. Rt 31 - Unit A
Lake In The Hills, IL 60156

Reserved for Seal:
LANDSCAPE PLAN

No.	Date	Description
1	9/11/15	ORIGINAL DESIGN

Design By: _____ Date: 09.15.15
Approved By: _____ Project No. _____

Sheet Title: _____

Sheet No: _____

PTA: X:\unassigned Projects\T\T\urph - 2684 - 80 illet\revisions\landscape\3' end - Rortler.dwg
plotted: 6/11/15 @ 11:29am By: clappeter



Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note Committee or Board Board

BUDGET IMPACT			
Amount:	745,900	Budgeted	745,900
List what fund	Brewster Creek TIF Project		
EXECUTIVE SUMMARY			
Brewster Creek Public Improvements - TIF Developer Note #3, Payout #29			
ATTACHMENTS (PLEASE LIST)			
Finance Memo 2015-29, dated October 13, 2015 Resolution Memorandum of Payment Owner's Sworn Statement Village Engineer letter			

ACTION REQUESTED

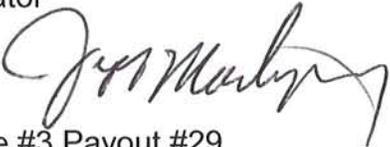
- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution Number 2015-_____ A Resolution Approving of Disbursement Request for Payout No. 29 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

Staff: Jeff Martynowicz/Finance Director Date: 10/13/2015



Village of Bartlett Finance Department Memo 2015 - 29

DATE: October 13, 2015
TO: Valerie Salmons, Village Administrator
FROM: Jeff Martynowicz, Finance Director 
SUBJECT: Brewster Creek TIF Developer Note #3 Payout #29

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 29th development note #3 payout request for the Brewster Creek TIF development. The requested amount is \$745,900.00. The note requires the reimbursements to be in even increments of \$100. The total requested including this payout is \$5,772,100. 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. 29 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. 29 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-ninth Memorandum of Payment requesting that it be reimbursed the sum of \$745,900.00 in Project Costs for Payout No. 29 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-ninth 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-ninth 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. 29 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2007 Subordinate Note in the sum of \$745,900.00 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: October 20, 2015

APPROVED: October 20, 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- R, enacted on October 20, 2015 and approved on October 20, 2015, as the same appeared from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

DEVELOPER NOTE #3
MEMORANDUM OF PAYMENT NO. 29

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 \$745,900.00 bearing an interest rate at 9.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By: *Kenneth J. Salner*

Dated: 10-12-15

DEVELOPER NOTE #3
OWNER'S SWORN STATEMENT TO CHICAGO TITLE INSURANCE COMPANY

Commitment No.

Draw No. 29

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

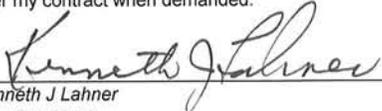
NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road at Fire Station Paving	\$45,595.00	\$0.00	\$0.00	\$45,595.00	\$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	\$64,525.00	\$0.00	\$4,900.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9B	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Neenah Grates	\$4,315.68	\$0.00	\$0.00	\$4,315.68	\$0.00	\$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B Mass Grading	\$449,822.50	\$0.00	\$0.00	\$449,822.50	\$0.00	\$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B, 9G, 9H, & 9I Mass Grading	\$1,988,727.30	\$264,382.55	\$105,845.12	\$1,342,394.01	\$668,663.22	\$242,052.62
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	\$75,000.00	\$5,000.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Sanitary Sewer Grading	\$33,641.75	\$0.00	\$0.00	\$33,641.75	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Mass Grading	\$41,701.81	\$0.00	\$0.00	\$41,701.81	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Land Planning, Engineering & Surveying Services	\$4,170.00	\$0.00	\$0.00	\$4,170.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lot 9B Mass Grading- Material Testing	\$34,300.00	\$0.00	\$0.00	\$14,157.50	\$0.00	\$20,142.50
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lots 9B, 9G, 9H & 9I Mass Grading - Material Testing	\$61,060.00	\$1,284.00	\$0.00	\$43,186.00	\$19,158.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Basin Hydrologic Study and Grading Plan	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Basin Hydrologic Study and Grading Plan	\$125,000.00	\$0.00	\$0.00	\$50,000.00	\$25,000.00	\$50,000.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path Design	\$21,000.00			\$19,200.00	\$0.00	\$1,800.00
Geo Services, Inc. 805 Amherst Ct, Ste 204 Naperville, IL 60565-3488	Material Testing Services	\$124,820.00	\$0.00	\$0.00	\$52,292.50	\$28,015.00	\$44,512.50
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9C1 Mass Grading	\$2,976,085.75	\$0.00	\$116,464.28	\$1,048,178.48	\$0.00	\$1,927,907.27

AMOUNT OF ORIGINAL CONTRACT	\$7,795,958.43	WORK COMPLETED TO DATE	\$5,992,459.75
EXTRAS TO CONTRACT	\$264,382.55	LESS: 0.00% RETAINED	\$222,309.40
TOTAL CONTRACT AND EXTRAS	\$8,060,340.98	NET AMOUNT EARNED	\$5,770,150.35
CREDITS TO CONTRACT		NET PREVIOUSLY PAID	\$5,024,314.13
ADJUSTED TOTAL CONTRACT	\$8,060,340.98	NET AMOUNT OF THIS PAYMENT	\$745,836.22
		BALANCE TO BECOME DUE (Inc. Rete	\$2,290,190.63

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 12th day of October, 2015

The above sworn statement should be obtained by the owner before each and every payment



 Notary



October 12, 2015

Mr. Jeff Martynowicz, Director of Finance

RE: DEVELOPER NOTE # 3 MEMORANDUM
OF PAYMENT # 29 – 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 # 29 from Elmhurst Chicago Stone Company requesting payment in the amount of **\$ 745,900.00** to reimburse itself for monies spent on the project for the period of **AUGUST 1, 2015** through **AUGUST 26, 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, Martam Construction, Geo Services, Inc. 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 # 29. Based on periodic field observations and review of supporting documents submitted, we concur with the opinion of V3 Companies, Martam Construction, Geo Services, Inc. and Terracon Consultants that the work has been completed and materials are in place as indicated in the Developer Note # 3 Memorandum of Payment # 29, covered by the dates August 1, 2015 through August 26, 2015.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in blue ink, appearing to read "Robert Allen". The signature is fluid and cursive, with the first name "Robert" and last name "Allen" clearly distinguishable.

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



Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note Committee or Board Board

BUDGET IMPACT			
Amount:	744,700	Budgeted	744,700
List what fund	Brewster Creek TIF Project		
EXECUTIVE SUMMARY			
Brewster Creek Public Improvements - TIF Developer Note #3, Payout #30			
ATTACHMENTS (PLEASE LIST)			
Finance Memo 2015-30, dated October 13, 2015 Resolution Memorandum of Payment Owner's Sworn Statement Village Engineer letter			

ACTION REQUESTED

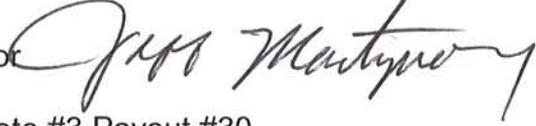
- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution Number 2015-_____ A Resolution Approving of Disbursement Request for Payout No. 30 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

Staff: Jeff Martynowicz/Finance Director Date: 10/13/2015



**Village of Bartlett
Finance Department Memo
2015 - 30**

DATE: October 13, 2015
TO: Valerie Salmons, Village Administrator
FROM: Jeff Martynowicz, Finance Director 
SUBJECT: Brewster Creek TIF Developer Note #3 Payout #30

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 30th development note #3 payout request for the Brewster Creek TIF development. The requested amount is \$744,700.00. The note requires the reimbursements to be in even increments of \$100. The total requested including this payout is \$6,516,800. 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. 30 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. 30 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 thirtieth Memorandum of Payment requesting that it be reimbursed the sum of \$744,700.00 in Project Costs for Payout No. 30 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 thirtieth 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 thirtieth 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. 30 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2007 Subordinate Note in the sum of \$744,700.00 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: October 20, 2015

APPROVED: October 20, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015- R, enacted on October 20, 2015 and approved on October 20, 2015, as the same appeared from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

DEVELOPER NOTE #3 MEMORANDUM OF PAYMENT NO. 30

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 \$744,700.00 bearing an interest rate at 9.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By: Kenneth J. Labner

Dated: 10-12-15

DEVELOPER NOTE #3
OWNER'S SWORN STATEMENT TO CHICAGO TITLE INSURANCE COMPANY

Commitment No.

Draw No. 30

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 Surveysing	\$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

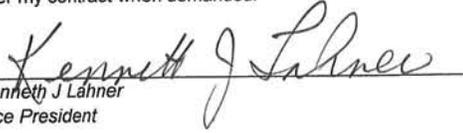
NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road at Fire Station Paving	\$45,595.00	\$0.00	\$0.00	\$45,595.00	\$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	\$64,525.00	\$0.00	\$4,900.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9B	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Neenah Grates	\$4,315.68	\$0.00	\$0.00	\$4,315.68	\$0.00	\$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B Mass Grading	\$449,822.50	\$0.00	\$0.00	\$449,822.50	\$0.00	\$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B, 9G, 9H, & 9I Mass Grading	\$1,988,727.30	\$264,382.55	\$105,845.12	\$2,011,057.23	\$0.00	\$242,052.62
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	\$80,000.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Sanitary Sewer Grading	\$33,641.75	\$0.00	\$0.00	\$33,641.75	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Mass Grading	\$41,701.81	\$0.00	\$0.00	\$41,701.81	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Land Planning, Engineering & Surveying Services	\$4,170.00	\$0.00	\$0.00	\$4,170.00	\$0.00	\$0.00
Terracon Consultants, Inc. 135 Ambassador Drive Naperville, IL 60540-3955	Lot 9B Mass Grading- Material Testing	\$34,300.00	\$0.00	\$0.00	\$14,157.50	\$0.00	\$20,142.50
Terracon Consultants, Inc. 135 Ambassador Drive Naperville, IL 60540-3955	Lots 9B, 9G, 9H & 9I Mass Grading - Material Testing	\$61,060.00	\$1,284.00	\$0.00	\$62,344.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Basin Hydrologic Study and Grading Plan	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Basin Hydrologic Study and Grading Plan	\$125,000.00	\$0.00	\$0.00	\$75,000.00	\$0.00	\$50,000.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path Design	\$21,000.00			\$19,200.00	\$0.00	\$1,800.00
Geo Services, Inc. 805 Amherst Ct, Ste 204 Naperville, IL 60565-3488	Material Testing Services	\$124,820.00	\$0.00	\$0.00	\$80,307.50	\$0.00	\$44,512.50
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9C1 Mass Grading	\$2,976,085.75	\$227,896.30	\$199,203.10	\$1,048,178.48	\$744,649.42	\$1,183,257.85

AMOUNT OF ORIGINAL CONTRACT	\$7,795,958.43	WORK COMPLETED TO DATE	\$6,819,847.99
EXTRAS TO CONTRACT	\$493,562.85	LESS: 0.00% RETAINED	\$305,048.22
TOTAL CONTRACT AND EXTRAS	\$8,289,521.28	NET AMOUNT EARNED	\$6,514,799.77
CREDITS TO CONTRACT		NET PREVIOUSLY PAID	\$5,770,150.35
ADJUSTED TOTAL CONTRACT	\$8,289,521.28	NET AMOUNT OF THIS PAYMENT	\$744,649.42
		BALANCE TO BECOME DUE (Inc. Rete)	\$1,774,721.51

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. Lahnner
 Vice President

Subscribed and sworn before me this 12th day of October, 2015

The above sworn statement should be obtained by the owner before each and every payment


 Notary



October 12, 2015

Mr. Jeff Martynowicz, Director of Finance

RE: DEVELOPER NOTE # 3 MEMORANDUM
OF PAYMENT # 30 – 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 # 30 from Elmhurst Chicago Stone Company requesting payment in the amount of **\$ 744,700.00** to reimburse itself for monies spent on the project for the period of **AUGUST 27, 2015** through **AUGUST 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 Martam Construction, stating that the work has been completed and materials are in place as indicated on the Developer Note # 3 Memorandum of Payment # 30. Based on periodic field observations and review of supporting documents submitted, we concur with the opinion of Martam Construction that the work has been completed and materials are in place as indicated in the Developer Note # 3 Memorandum of Payment # 30, covered by the dates August 27, 2015 through August 31, 2015.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in blue ink, appearing to read "Robert Allen". The signature is fluid and cursive, with the first name "Robert" and last name "Allen" clearly distinguishable.

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



Agenda Item Executive Summary

Item Name Golf Simulator Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund

EXECUTIVE SUMMARY

At the October 6, 2015 Committee of the Whole Meeting, the Village Board reviewed a presentation by staff relative to a lease agreement with a golf simulator company (Tom Newman Inc.). Staff was given direction to proceed with an agreement. The agreement will be a 60/40 split, with the Village retaining 40% of gross profits from the machine.

Attached are the terms and conditions of the agreement, as well as the certificate of insurance which has been reviewed by the Village Attorney. Simulator information as well as a price schedule is also attached.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Contract, Insurance, Exhibit A, Exhibit B, Schedule C.

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

MOTION: I move the passage of Resolution 2015- _____, A resolution approving the high definition golf simulator agreement between the Village of Bartlett and Tom Neman Inc.

Staff: Scott Skrycki, Assistant to the Village Administrator

Date: 10/13/2015

Memorandum

To: Valerie Salmons, Village Administrator
From: Scott Skrycki, Assistant to the Administrator
Date: 10/13/2015
Re: Golf Simulator Contract

At the October 6, 2015 Committee of the Whole Meeting, the Village Board reviewed a presentation by staff relative to a lease agreement with a golf simulator company (Tom Newman Inc.). Staff was given direction to proceed with an agreement. The Village Attorney has drawn up a contract with the company which includes the option of extending the agreement for the winter of 2016/2017 and 2017/2018.

The hours of operation will be 9-4 Tuesday thru Sunday as well as afternoon and evening hours with appropriate reservation. The revenue sharing calls for a 60/40 split with the Village retaining 40 percent of gross profits. The machine is to go up the week of December 14th and come down the week of March 1st.

Attached for your review is a resolution, contract, and certificate of insurance which has been reviewed by the Village Attorney.

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING OF THE HIGH DEFINITION GOLF
SIMULATOR OPERATING AGREEMENT BETWEEN THE VILLAGE OF
BARTLETT AND TOM NEWMAN, INC.**

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

SECTION ONE: The High Definition Golf Simulator Operating Agreement dated October 20, 2015, between the Village of Bartlett and Tom Newman, Inc. (the "Agreement"), copy of which is appended hereto and expressly incorporated herein by this reference, 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: October 20, 2015

APPROVED: October 20, 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 - _____ enacted on October 20, 2015, and approved on October 20, 2015, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

HIGH DEFINITION GOLF SIMULATOR OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") is made and entered into this 20th day of October, 2015, by and between the VILLAGE OF BARTLETT (the "Village"), an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, and home rule of government, with its principal place of business at 228 South Main Street, Bartlett, Illinois, 60103, and TOM NEWMAN, INC. ("Newman"), an Illinois corporation, with its mailing address at 569 Beaconsfield Avenue, Naperville, Illinois, 60565.

RECITALS

A. The Village desires to allow Newman to install, maintain and manage one (1) High Definition "Full Swing" Golf Simulator as specified on Exhibit A (the "Facilities") in the bar room of the Bartlett Hills Golf Course Clubhouse for the 2015-2016 winter season.

B. Newman desires to install, maintain and manage the Facilities at the Bartlett Hills Golf Course Clubhouse for the 2015-2016 winter season.

C. The Village is willing to grant Newman a non-exclusive license to use the Licensed Space (hereinafter defined) and manage to install, operate, maintain the Facilities during the term of the Agreement, and any extended term of the Agreement.

NOW, THEREFORE, in consideration of the premises, terms and obligations stated herein, the Village and Newman agree as follows:

1. **Recitals**: The foregoing Recitals are incorporated herein as substantive provisions of this Agreement.

2. **Term of Agreement**: This Agreement shall commence on October 20, 2015, and shall terminate on March 1, 2016, unless otherwise provided for by this

Agreement. Notwithstanding said commencement date Newman will not set up the Facilities or commence operations in the first year of operation prior to December 14, 2015. The Village may renew this Agreement for up to two (2), one (1) year extensions, for the 2016-2017 and 2017-2018 winter seasons, upon the same terms and conditions as set forth herein or as may be subsequently modified by the parties. Newman may set up the Facilities for the second winter season if the Agreement is reviewed by the Village, on or before September 30, 2016, and for a third winter season if it is renewed by the Village on or before September 29, 2017

3. **Facilities:** Newman is hereby granted non-exclusive license and access to the bar room of the Bartlett Hills Golf Club Clubhouse facility for the term of this Agreement for all purposes associated with this Agreement. Newman shall obtain written approval from the Village for any modifications to the Clubhouse required for Newman's operation. Newman shall install, set up and use the Facilities along the west wall of the bar room of the Bartlett Hills Clubhouse in the location depicted on bar room floor plan attached here to as Exhibit B (the "Licensed Space") and to make the Facilities operational.

4. **License Fee and Commission:** The High Definition "Full Swing" Golf Simulator will be rented to customers on an hourly rate basis. Schedule C attached hereto is the agreed rental rate schedule. The Village will collect the rental fee from the customer at the time of use. Newman and the Village agree to a sixty/forty percent (60%/40%) split, respectively, sharing of Gross Rental Revenues, with 60% of Gross Rental Revenues paid to Newman and 40% of Gross Rental Revenues retained by the Village. Gross Rental Revenues are the fees paid and collected for the use of the Simulator per Schedule C, and do not include fees paid to Village golf professionals or equipment or food or

beverage or any other sales made by the Village at the same time as or related to a rental of the Simulator. Newman's gross Simulator rental sales percentage will be paid on or before the 15th of the following month throughout the operating season.

5. **Hours of Operation:** The parties agree that Newman will be available to service the Simulator, as necessary, during normal Hours of Operation, but otherwise Newman will not have employees present at the Licensed Space except by appointment and with written notice to the Village of such appointments that are outside of normal business works. For purposes of this Agreement, the Village's normal business hours are as follows: 9:00 a.m. to 4:00 p.m., Tuesday through Sunday during winter season open dates (December 14, 2015, through March 1, 2016 and October 17, 2016 through March 31, in 2017 for 2016/2017 if renewed, and October 16, 2017 through March 31, 2018 for 2017/2018, if renewed and additional hours by appointment). Hour by appointment shall be confined to 8:00 am to 9:00 pm, and Newman shall provide the Village with written notice of such appointments outside of normal business hours, and of extended hours for special events, as may be required by the Village. Newman and Village staff shall meet at least monthly during the winter season to coordinate the daily schedules if Village staff feels it is necessary.

6. **Pricing:** Rental rates shall be as per Schedule C, unless changed by mutual consent of the parties.

7. **Termination:** This Agreement may be terminated by either party at any time on five (5) days' notice to the other party for cause. For purposes of this Agreement, "cause" is defined as each and every violation or breach by either party of any material term, condition or provision of this Agreement. Upon receipt of such notice the party receiving the notice shall have five (5) days from receipt of the notice to cure such violation

or breach. The Village may terminate this Agreement without cause upon thirty (30) days' prior written notice. Upon expiration or termination of this Agreement, Newman shall quit and respectfully remove the High Definition "Full Swing" Golf Simulator from the Facility and return the room to the condition it was prior to the execution of this agreeing Licensed Space.

8. **Indemnification**: Newman shall indemnify, defend and hold harmless the Village, its officers, elected officials, employees, volunteers and agents against any and all claims, damages, losses and expenses, and suits of any manner which might arise as the result of its activities, including, but not limited to, legal fees (attorney and paralegal fees and court costs), arising from or in any way connected with: (a) the conduct or management of the Facilities or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this Agreement; (b) any act, omission, wrongful act or negligence of Newman; (c) any accident, injury, or damage whatsoever occurring in or at the Licensed Space regardless of whether or not it is caused in part by a party indemnified hereunder and at the Bartlett Hills Golf Course arising out of Newman's used said property; such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Newman shall similarly protect, indemnify, and hold and safe harmless the Village, its officers, elected officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses, including but not limited to, legal fees incurred by reason of Newman's breach of any of its obligations under, or Newman's default of, any provision of this Agreement.

9. **Insurance:** Newman's shall obtain insurance of the types and in the amounts listed below:

A. **Commercial General and Umbrella Liability Insurance:** Newman's shall maintain commercial general liability ("CGL") commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Facilities and the Licensed Space described herein. CGL insurance shall be written on Insurance Services Office ("ISO") occurrence form CG000101093, or a substitute form providing equivalent coverage, and shall cover liability arising from the premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Village, and its officers, elected officials, employees, volunteers and agents (collectively the "Owner") shall be included as an insured under the CGL, using ISO additional insured endorsement CG20 11 or a substitute providing equivalent coverage, and under the commercial umbrella. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Owner.

B. **Workers' Compensation Insurance:** If Newman has any employees other than Tom Neman the individual then, Newman shall maintain workers' compensation and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Newman waives all

rights against the Village and its officers, elected officials, employees, volunteers and agents for recovery of damages arising out of, or incident to Newman's use of the premises.

C. General Insurance Provisions:

i. Certificates of Insurance:

Prior to installation, Newman shall furnish the Owner with certificates of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above

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

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

Owner shall have the right, but not the obligation, to prohibit Newman's from installing said simulators until such certificates or other evidence of insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. Newman shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

ii. Acceptability of Insurers:

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

iii. Cross-Liability Coverage:

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

iv. Deductibles and Self Insured Retentions:

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

10. **Compliance with Laws:** Newman agrees to fully comply with all applicable Federal, State and Local laws and regulations, and with all agency rules and regulations applicable to the operation and use of the Facility, including, but not limited to, all applicable codes, laws, ordinances, and regulations of the Village of Bartlett, the County of Cook, the State of Illinois, and the United States. Newman shall, at its sole cost and obligation, be responsible for obtaining all permits required to operate the Simulator and other components of the Facilities.

11. **Waiver:** Failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing and signed by both parties.

12. **Severability.** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

13. **Authorized Signatures/Effectiveness:** The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Newman and the Village, and this Agreement shall not be effective until fully executed and delivered to all parties.

14. **Entire Agreement and Amendments:** This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations, whether written or oral, and shall not be modified or amended except by written agreement duly executed by and delivered to all parties.

15. **Notices:** All notices shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, to the parties at the respective addresses set forth below or at such other address as the parties may formally designate, in writing, from time to time:

Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: Valerie L. Salmons,
Village Administrator
With a copy to:
Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road

Tom Newman, Inc.
569 Beaconsfield Avenue
Naperville, Illinois, 60565
Attention: Tom Newman

Roselle, Illinois, 60172

16. **Assignment:** This Agreement shall not be assigned without the express written consent of the non-assigning party.

17. **Time:** Time is of the essence for all matters concerning this Agreement.

18. **Jurisdiction:** This Agreement shall be governed by the laws of the State of Illinois. Venue for all actions hereunder shall be the Circuit Court of Cook County, Illinois. Any and all actions brought on behalf of Newman under this Agreement shall be commenced within one (1) year of conduct or actions giving rise to the action.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories

VILLAGE OF BARTLETT

TOM NEWMAN, INC.

By: _____
Kevin Wallace, Village
President

Name: _____
Title: _____

Attest:

Lorna Gilles, Village Clerk



CERTIFICATE OF LIABILITY INSURANCE

TOMNEWM-01

EALLEN

DATE (MM/DD/YYYY)

10/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Joseph M. Wiedemann & Sons Inc. 303 East Main Street Saint Charles, IL 60174	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(630) 377-0500	FAX (A/C, No): (847) 228-8505
INSURED Tom Newman, Inc. 569 Beaconfield Naperville, IL 60565	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	West Bend Mutual Insurance Co.	15350
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NSD1814134	10/25/2014	10/25/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Bartlett and Bartlett Hills Golf Course are additional insured with respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Village of Bartlett/Bartlett Hills Golf course 800 W. Oneida Bartlett, IL 60103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

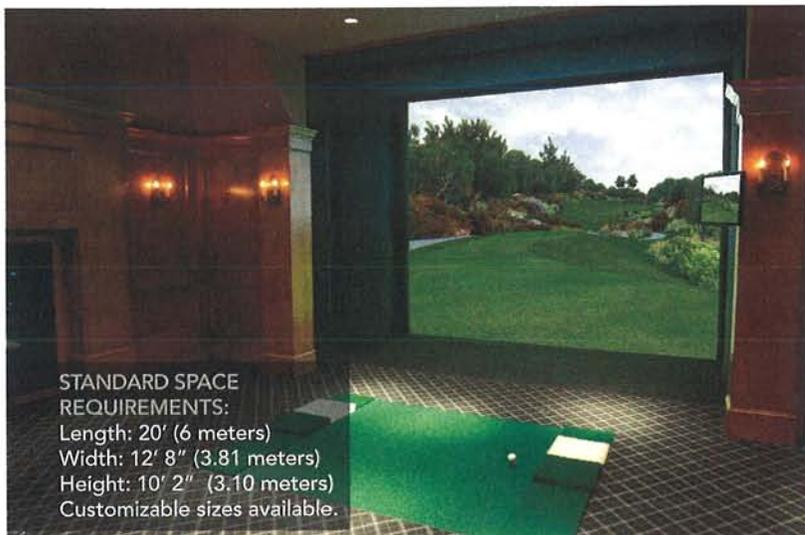
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Simulators for Your Home or Office

THE CHAMPION SERIES | 3 MODELS

The Original Champion & The Elite Champion

The Widescreen Champion - 210" Screen!



STANDARD SPACE REQUIREMENTS:
 Length: 20' (6 meters)
 Width: 12' 8" (3.81 meters)
 Height: 10' 2" (3.10 meters)
 Customizable sizes available.



STANDARD SPACE REQUIREMENTS:
 Length: 21' (7 meters)
 Width: 16' 8" (5.08 meters)
 Height: 10' 2" (3.10 meters)
 Customizable sizes available.

THE ORIGINAL CHAMPION

Starting at \$45,900

- Compact Depth Enclosure
- High Definition Projector
- E6 with Range + 15 Courses
- Ion2 Vision Technology
- Quiet Hitting Screen
- Professional-Grade Hitting Mat
- Infrared Tracking System
- LCD Touchscreen
- Durable Carpet Interior
- Powerful Gaming Computer
- Online Tournaments
- Complete Design & Training

THE ELITE CHAMPION

Starting at \$55,900

All of the features of the Original Champion **Plus**



Upgraded High Definition Projector



16:9 CinemaQuality Motorized Drop Down Screen

93 Courses
 Entire Library of 93 Championship Courses

THE WIDESCREEN CHAMPION

Starting at \$65,900

All of the features of the Original Champion **Plus**



High End Home Theater Projector



210" Widescreen Simulator

93 Courses
 Entire Library of 93 Championship Courses



Simulators for Your Business

THE SPORTSMAN

The smallest standard footprint in the industry

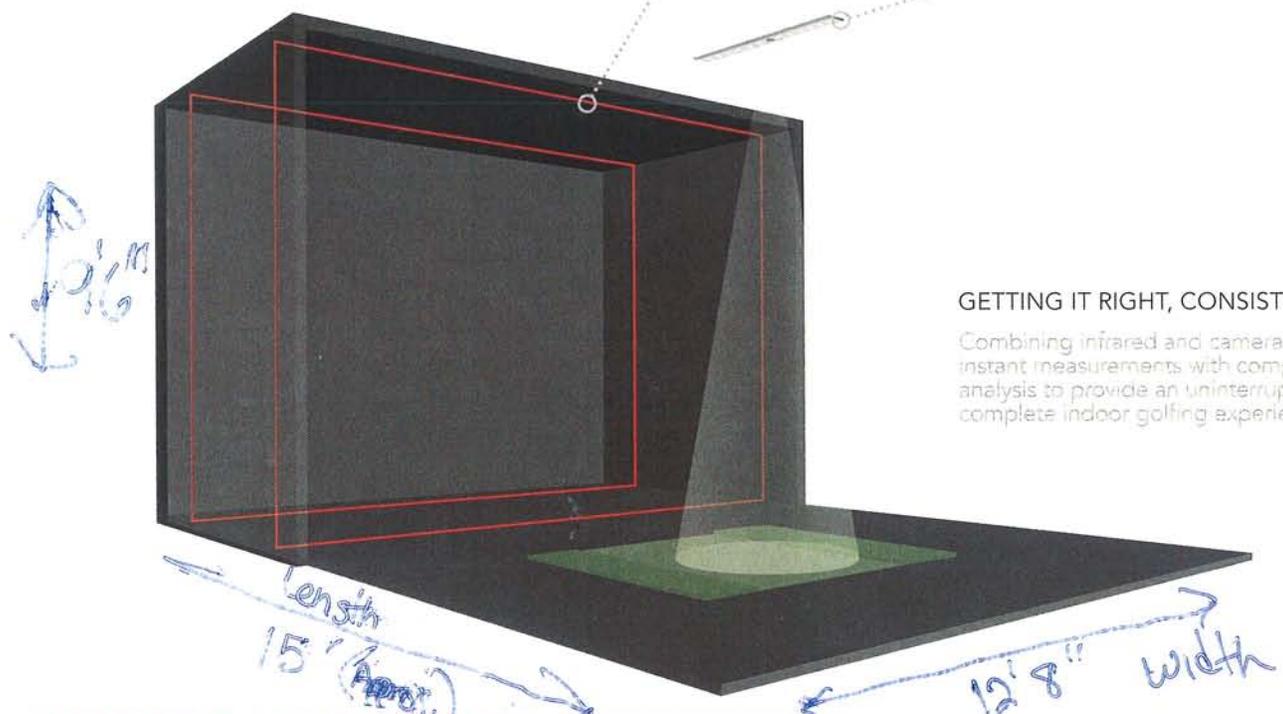
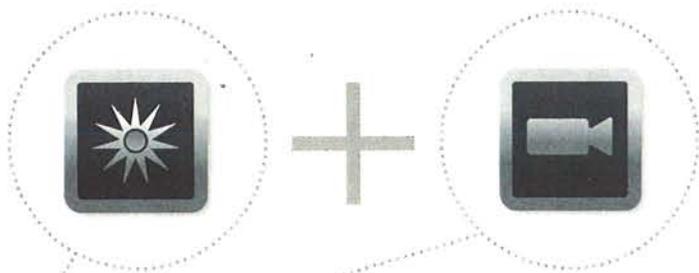
- Full Depth Enclosure
- Infrared Tracking System
- Ion2 Vision Technology
- E6 with Range + 30 courses
- High Definition Projector
- Quiet Hitting Screen
- Durable Carpet Interior
- Professional-Grade Hitting Mat
- LCD Touchscreen
- Powerful Gaming Computer
- Online Tournaments
- Complete Design and Training



Dual Tracking Technology: A Revolutionary Step in Ball Flight Accuracy

Only Full Swing Golf Combines Two Tracking Technologies:

Infrared Light Waves and High Speed Cameras



GETTING IT RIGHT, CONSISTENTLY.

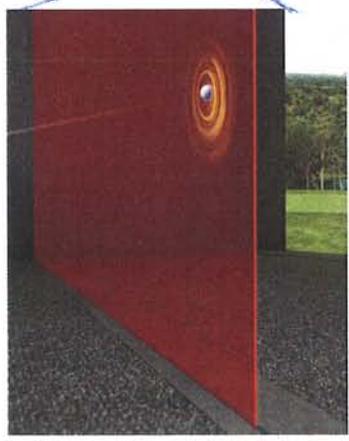
Combining infrared and cameras pairs instant measurements with comprehensive analysis to provide an uninterrupted and complete indoor golfing experience.

INFRARED LIGHT WAVES

 Superior Speed and Trajectory Measurement

At the speed of light, Full Swing Golf's infrared tracking system actually measures the golf ball's speed, launch angle and direction instantly.

No other measurement device or technology can measure these ball flight characteristics more accurately or rapidly... period.



HIGH SPEED CAMERA

 Superior Spin and Club Head Measurement

Full Swing Golf's dedicated high-speed camera measures ball spin characteristics such as back spin, side spin and spin axis... without extra markings on the ball.

This camera also captures extensive club head data such as club speed, club path and club face angle.



THE REALITY OF VIRTUALITY

We take ball flight very seriously at Full Swing Golf, so we go to great lengths to understand golf ball and club physics. Combining infrared light and high speed camera technologies allows us to measure the interactivity between ball and club like nobody else in the industry.

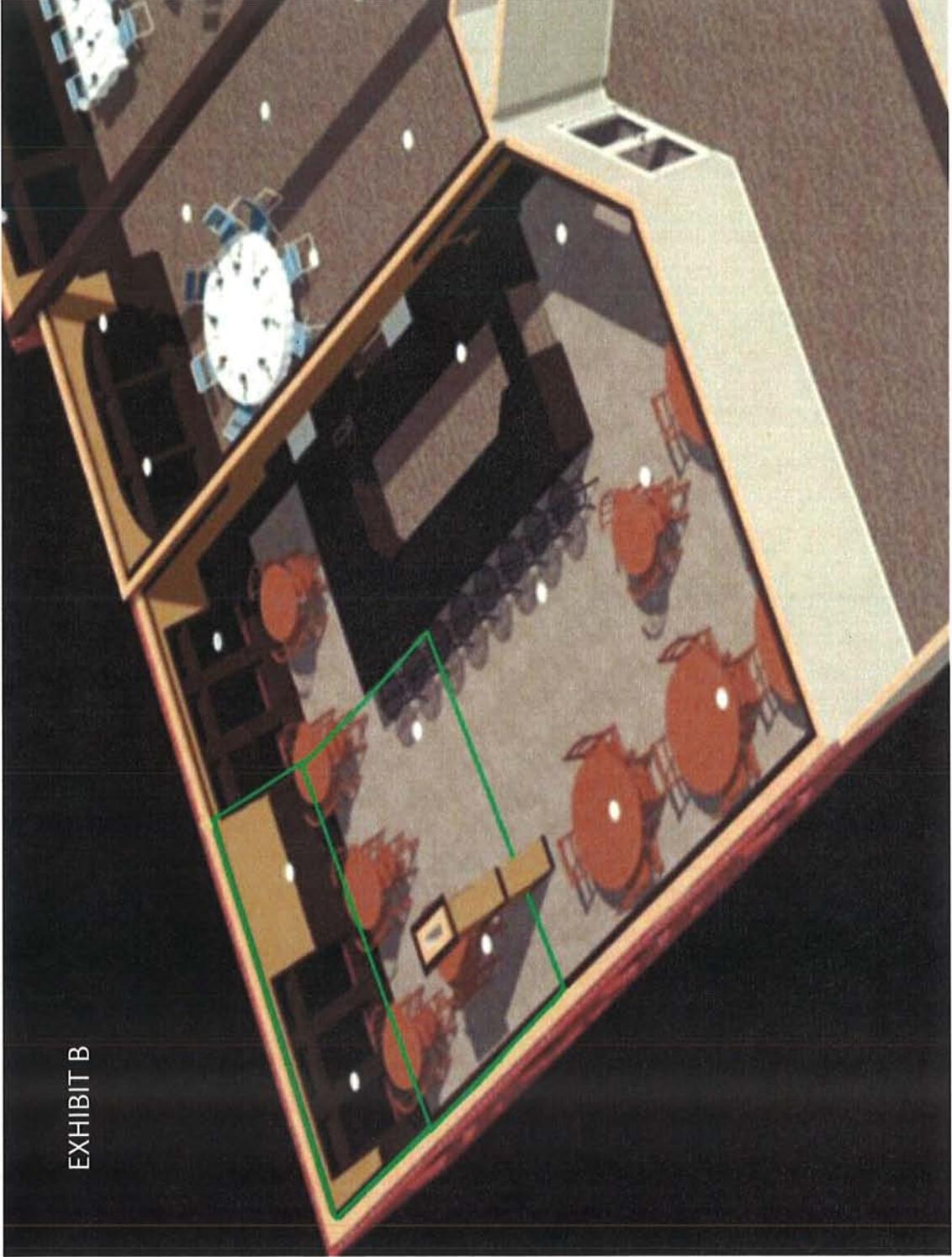


EXHIBIT B

Schedule C

2015/2016 Simulator Rates

Seniors \$25 per hour

Non-seniors \$30 per hour



Agenda Item Executive Summary

Item Name Matthew Laker (Poplar Creek Church) 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 Live Band and Sound System at Poplar Creek Church, 300 Schick Road on Friday, October 30th from 6:30 P.M. to 10:30 P.M.

ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map, Motion

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: To approve the Amplifier Permit for Matthew Laker at Polar Creek Church, 300 Schick Road

Staff: Jim Plonczynski Date: 10/20/15

COMMUNITY DEVELOPMENT MEMORANDUM

15-221

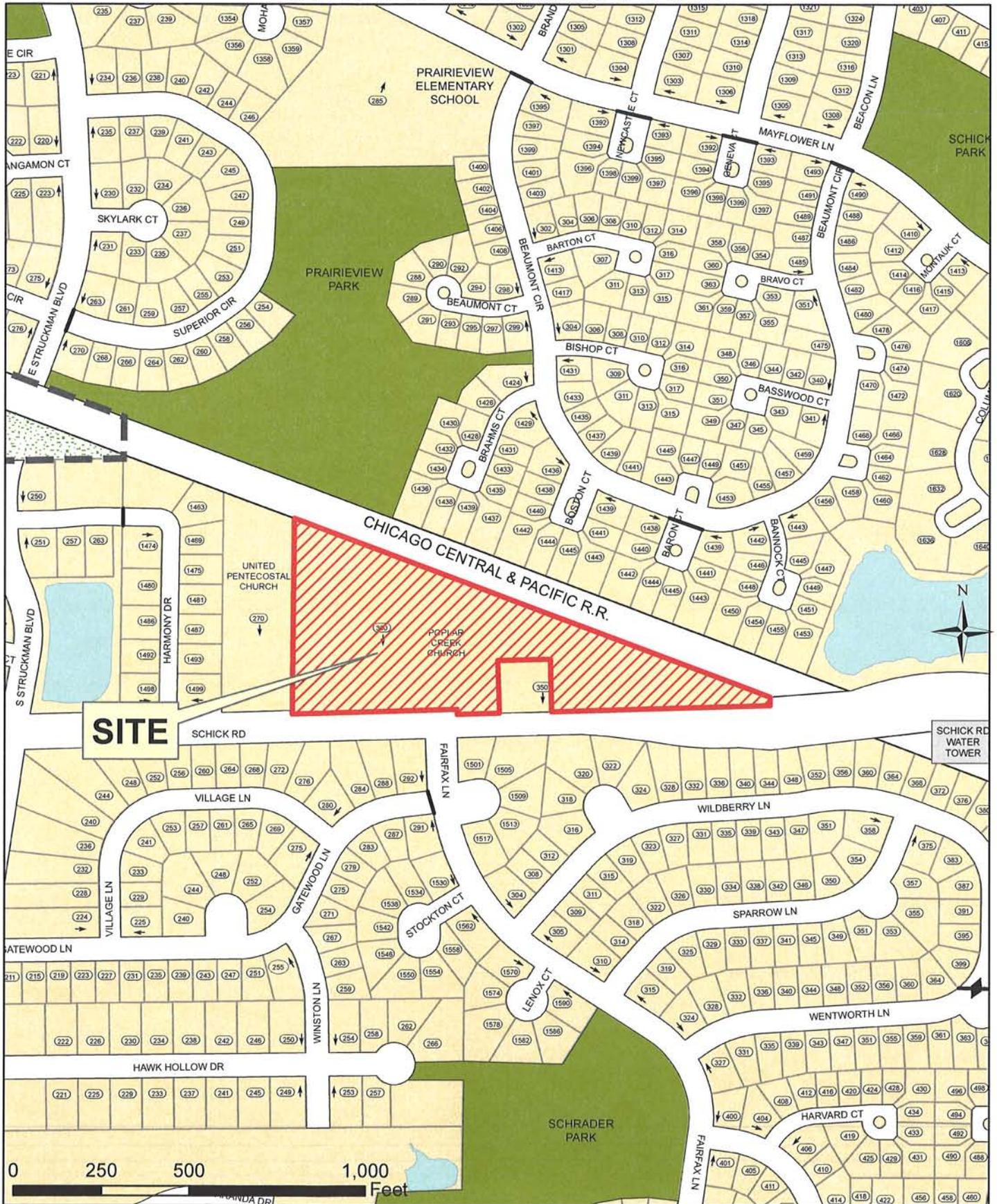
DATE: October 12, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, CD Director
RE: Amplifier Permit Request

Attached is the application from Matthew Laker, requesting approval for an Amplifier Permit allowing for a Live Band and Sound System as part of a Halloween Alternative for 6th - 12th grade students at Poplar Creek Church, 300 Schick Road on Friday, October 30, 2015 from 6:30 P.M. to 10:30 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."

LOCATION MAP

300 E. SCHICK RD.



VILLAGE BOARD MOTION

October 21, 2015

I hereby move to approve the request of Matthew Laker for an Amplifier Permit allowing for a Live Band and Sound System as part of a Halloween Alternative for 6th - 12th grade students at Poplar Creek Church, 300 Schick Road on Friday, October 30, 2015 from 6:30 P.M. to 10:30 P.M.