

VILLAGE OF BARTLETT
BOARD AGENDA
NOVEMBER 3, 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:** Public Hearing, Board & Committee Minutes - October 20, 2015

*7. **BILL LIST:** November 3, 2015

8. **TREASURER'S REPORT:** None

9. **PRESIDENT'S REPORT:** Bartlett Lobbyist Tom Cullen
Lauterbach & Amen Auditor Presentation

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. Daniella's Bistro Special Use-Liquor & Outdoor Seating

*2. Bartlett Point West Preliminary/Final Subdivision, Plat, PUD, Rezoning, Special Use, Plan Amendment

*3. Bartlett Point West Public Improvement Completion Agreement

*4. Bluff City-South Business Park Property Public Improvement Completion Agreement

B. **BUILDING COMMITTEE, CHAIRMAN HOPKINS**

No Report

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

1. 2015 Estimated Property Tax Levy

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

*1. BAPS Amplifier Permit Request

*2. BAPS Fireworks Display Permit Request

*3. Tall Grass Open Burn Permit Request

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

No Report

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

1. Public Internet Auction of Surplus Property

13. **NEW BUSINESS:**

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

15. **ADJOURNMENT**



VILLAGE OF BARTLETT
PUBLIC HEARING
October 20, 2015

CALL TO ORDER

President Wallace called the Public Hearing on the Fifth Amended Annexation Agreement for the Bluff City Property Lying South of West Bartlett Road to order on the above date at 7:00 PM in the Council Chambers.

ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke and President Wallace

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, Food & Beverage Manager Paul Petersen, Chief Kent Williams, Deputy Chief Joe Leonas, Village Clerk Lorna Giless and Village Attorney Bryan Mraz.

Community Development Director Jim Plonczynski stated that this is the required Public Hearing for the Fifth Amended Annexation Agreement for the Bluff City Property Lying South of West Bartlett Road, which includes Bartlett Pointe West, also known as the Bluff City Materials South Business Park Annexation Agreement. Public Notice was published in the Daily Herald on October 5, 2015 which is the required timeframe. This Amended Annexation Agreement concerns a 27.35 acre property owned by Bluff City LLC that is south of West Bartlett Road just east of Route 25. It includes the 8.97 acre Bartlett Pointe West Property which will be rezoned from townhome to single family, a single family PUD and 30 lot subdivision and the 16.9+/- acre balance of the South Business Park Property zoned PD Planned Development with the permitted and special uses allowed in the B-1, B-2, B-3, O-R and I-1 Zoning districts. The petitioner is in the audience and he can answer any questions.

Trustee Reinke asked about the bike path along the north part of the property. When does the petitioner anticipate constructing that path.

Richard Guerard, attorney for the Petitioner, stated that there are two segments of the bike path. The north section adjacent to Bartlett Pointe West will be completed shortly. The Southwind Blvd and Route 25 segment still has reclamation and grading to be done in order to complete that path. It will be done by the end of 2016.

Trustee Reinke said he is going to hold him to that. He has a number of residents that have asked when it will be completed.

President Wallace asked for any questions from the Board members. There were none.



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President Wallace asked for any questions from the audience members. There were none.

President Wallace asked if there were any member of the public who desired to offer any written or verbal testimony on this subject. There were none.

ADJOURNMENT

Moved by Trustee Camerer and seconded by Trustee Carbonaro to close and adjourn the Public Hearing.

ROLL CALL VOTE

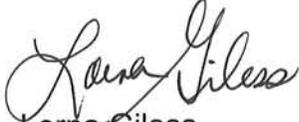
AYES: Trustee Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The Public Hearing was closed and adjourned at 7:03 PM.


Lorna Giles
Village Clerk



VILLAGE OF BARTLETT
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1. CALL TO ORDER

President Wallace called the regular meeting of October 20, 2015 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:04 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, Food & Beverage Manager Paul Petersen, Chief Kent Williams, Deputy Chief Joe Leonas, Village Clerk Lorna Giless and Village Attorney Bryan Mraz.

3. INVOCATION

Pastor Tim Casey from Good Shepherd United Methodist Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and 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 Deyne stated that he would like to add item 1 under the Finance & Golf Committee (Resolution 2015-83-R, Golf Simulator Agreement).

Trustee Reinke stated that he would like to add the Board and Committee Minutes from October 6th, and Item 3 under the Planning & Zoning Committee (Ordinance 2015-81, Spring Lakes Playground and Parking Site Plan) to the Consent Agenda.



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Trustee Carbonaro moved to amend the Consent Agenda to add item 1 under the Finance & Golf Committee (Resolution 2015-83-R, Golf Simulator Agreement), Board and Committee Minutes from October 6th, and Item 3 under the Planning & Zoning Committee (Ordinance 2015-81, Spring Lakes Playground and Parking Site Plan) 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 Hopkins.

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

Finance Director, Jeff Martynowicz summarized the Municipal Sales Tax Report for the month ended August, 2015 to be at \$565,503 and indicated that it represents a 3.28% increase over the same time period last year. He stated there was no Motor Fuel Tax Allotment or Gaming Tax and it was his understanding that the State was not going to be distributing these funds until the budget is approved.

9. PRESIDENT'S REPORT

2015 Passport to Adventure Recognition Night

Museum Director, Pam Rohleder stated that this past August 31st brought an end to the 24th annual "Passport to Adventure" program sponsored and produced by the museums and nature center members of the Kane-DuPage Regional Museum Association. For the past 18 years, the Village of Bartlett Museums have participated in



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this program that encourages children, ages 4 and older, and their families to visit local museums and nature centers 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 the top museum sites in distribution numbers.

She added that she is the President of the Kane DuPage Regional Museum Association (KDRMA) and along with their 69 member institutions and many individual members know the value of their missions and the diverse engaging opportunities they provide all our visitors. Not only are our institutions a center for learning and fun but also contribute to our local economies by bringing people into communities who discover our restaurants to dine in and stores to shop. This year KDRMA printed and distributed 17,000 Passport to Adventure booklets throughout Kane and DuPage Counties.

She stated that 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 were 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. Next year his goal is to visit all the sites in the passport booklet. Jacob is a 4th grader and attends Centennial Elementary School where he is Franz Von Trapp 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 Marhofke Family, All 69 sites, Mayor's Medallion recipients

Aiden is 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 Aiden was the one who wanted to "do it all." This was Aiden's first year participating in the program but his sister has done it in the past. Aiden'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



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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. Both children liked Hickory Knolls or "Nickory Knolls" as Asaph says it. For some people a museum is a learning experience, for others it is an entertainment activity. For the Won's, 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."

President Wallace read a Proclamation into the record for Illinois Arts & Humanities Month and proclaimed October as "Illinois Arts & Humanities Month" in the Village of Bartlett.

Rita Lipinski on behalf of Arts in Bartlett accepted the Proclamation.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Camerer stated that he felt that the Village is doing very well with doing as much business in the Bartlett community as possible. He noticed that some of the auto and truck parts invoices and street maintenance invoices were from out of town vendors. He encouraged staff to look towards the Bartlett businesses first.

Public Works Director Dan Dinges stated that his staff has been directed to check with Bartlett suppliers first and they always go there. If they don't carry the needed parts then they are forced to go outside.

Trustee Deyne received a fax from a Petrochina Company Limited that stated they were looking for investors. He stated that it was a scam and forwarded it to the Police Chief. He wanted residents to be extremely aware of faxes, e-mails and telephone calls they may receive.

Police Chief Williams stated that they are turned over to computer investigators who track them down. They are usually international and usually have no IP address.

Trustee Deyne thanked Public Works. He received a phone call from a resident who had high water usage. A gentleman from the water department came to his home and resolved his issues. The most important thing is how he spoke about the staff member and how respectful, courteous and professional he was.



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11. TOWN HALL

Diane Rocha, 315 W. North Avenue

Ms. Rocha spoke about Daniela's Bistro and she understood that we are looking for businesses in the downtown but she didn't think that they needed this bistro. She stated that it is really a gaming establishment. She understood that a pharmacy was interested in this space and they would not generate the kind of tax dollars that the gaming businesses do. She stated that it is very upsetting to her. She wanted to let her children know that she was willing to come out of her comfort zone and speak for what she feels is right. She wondered what kind of legacy this Board would be leaving for this Village.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented Ordinance 2015-80, An Ordinance Approving the Fifth Amended Annexation Agreement for the Bluff City's South Business Park Property. He stated that this was just the formal approval after the Public Hearing previously conducted this evening.

Trustee Reinke moved to approve Ordinance 2015-80, An Ordinance Approving the Fifth Amended Annexation Agreement for the Bluff City's South Business Park Property as presented and that motion was seconded by Trustee Camerer.

ROLL CALL VOTE TO APPROVE ORDINANCE 2015-80, APPROVING THE FIFTH AMENDED ANNEXATION AGREEMENT FOR THE BLUFF CITY SOUTH BUSINESS PARK PROPERTY

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

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED

Trustee Reinke presented Ordinance 2015-82, An Ordinance Granting a Site Plan Approval on Lot 9L, (Ridge BC1) in the Brewster Creek Business Park.

Community Development Director Jim Plonczynski stated that this is a new building in the business park. This building is just west of the Cheese Merchants building. They are proposing to build a speculative building that is 271,200 ft. Mr. Duplo is the builder and this building is going to be taller than his last. This building can be divided into four separate units depending how it lays out. It is on a 14 acre parcel with 36 exterior docks and four drive-in doors. The building is designed with offices on each corner. Triumph



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Construction is the builder. It is before the Board tonight from the Plan Commission who recommended approval subject to the findings of fact and conditions.

Trustee Camerer asked if it was the intention of the builder to make four separate businesses or was it going to be one big office.

Jeff Duplo from Triumph Construction stated that it is pretty versatile. It can be a single user or up to four users depending on the need of the particular business or businesses.

Trustee Camerer asked if there would be any issues with the parking.

J Plonczynski stated that they include in the site plan the ultimate buildout if it was four users and that is how they determine the parking.

Trustee Reinke moved to approve Ordinance 2015-81, An Ordinance Granting a Site Plan Approval on Lot 9L, (Ridge BC1) in the Brewster Creek Business Park as presented and was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE ORDINANCE 2015-81, AN ORDINANCE GRANTING A SITE PLAN APPROVAL ON LOT 9L IN THE BREWSTER CREEK BUSINESS PARK

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

Trustee Reinke stated that Ordinance 2015-84, 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 for such area; Ordinance 2015-81, An Ordinance Approving a Site Plan for a Playground in the Spring Lakes Mobile Home Estates were covered and approved under the Consent Agenda.

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2015-85-R, A Resolution Approving of Disbursement Request for Payout No. 29 from the Subordinate Lien Tax Increment



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Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project; Resolution 2015-86-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; Resolution 2015-83-R, and A Resolution Approving of the High Definition Golf Simulator Operating Agreement Between the Village of Bartlett and Tom Newman, Inc. were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

In the absence of Trustee Arends, President Wallace stated that the Poplar Creek Church Amplifier Permit 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 there was no report.

13. NEW BUSINESS

Trustee Reinke stated that the Heritage Days Halloween parade request was presented forth at the last minute so the Board cannot take a formal action this evening. He wanted to get a sense from the Board whether this would be approved or disapproved but not in any official type of capacity. The certificate of insurance and necessary paperwork were all in order. There were no objections from the Board.

Trustee Reinke stated that there was a sixth grader who started a petition on change.org that he saw on Facebook and he was very interested in extending the existing bike trails along W. Bartlett Rd. from West Ridge and South Elgin. He felt that the Village should have a comprehensive bike plan. Staff has worked on this in various ways and he felt they should have a more broad-based, open plan that the public could comment on. He stated that it doesn't necessarily mean they are going to do it, since he is pretty fiscally conservative. He is in no hurry to spend millions of dollars on bike paths because he doesn't think the Village can afford it. He directed staff to start looking at creating a bike plan committee and putting together the resources to get that done.

President Wallace stated that Terry Witt would embrace that and that would take minimal staff time.



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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 Carbonaro.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED

The meeting was adjourned at 7:33 p.m.

Lorna Gilles
Village Clerk

LG/



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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President Wallace called the Committee of the Whole meeting to order at 7:34 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, Food & Beverage Manager Paul Petersen, Chief Kent Williams, Deputy Chief Joe Leonas, Village Clerk Lorna Giless and Attorney Bryan Mraz.

PLANNING & ZONING

Video Gaming

Trustee Reinke stated that this will be a general discussion and not in relation to a particular business or operation in the Village, a general discussion regarding the options available to regulate video gaming. He stated that they have an in-depth memorandum from staff and turned it over to staff for discussion.

Community Development Director Jim Plonczynski stated that the Board had a couple memos before them regarding the current revenues for video gaming. As of August, 2015, the Village received \$90,661.71 produced from the revenue of gaming establishments within the Village. He stated that nine businesses have video gaming and there are others that may try to add gaming in the future. Over the course of the time video gaming was established, the Village has taken in a total of \$211,502.96. Compared with other towns Bartlett is mid-stream. The gaming is a thriving operation in this community as well as others and are producing good revenues. He stated that Bartlett charges \$25 per machine/per year and other towns charge up to \$500 per machine. This would be an opportunity to raise the revenue. There has been discussion over the course of time and whether they should add parameters to the liquor license or video gaming license.

Trustee Reinke stated that they talked about video gaming quite a bit and he thought at some point the Board should come up with a decision and move on. He wanted to give the community some finality or understanding of where they stand. The easiest way, from a legal perspective to control video gaming is through the liquor license process. If they don't want to expand video gaming in the community than they vote down the liquor licenses. There would be no need to change the Village Code. Staff has suggested some refinements to the Village Code that would place additional restrictions



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on video gaming in the community. He thought it would behoove them to see those restrictions in context. He thought it was a good idea for staff to incorporate those refinements into the Village Code. It can be brought back for review and he didn't think that the amount of the permit fees were part of those refinements but felt it important to look at them.

Village Attorney Bryan Mraz stated that there is a pending case in the Appellate Court in Elmwood Park and their \$1,000 fee per machine was challenged. The briefs were filed and he suggested that they wait for that decision. He stated that they can't favor the in-town businesses to the exclusion of the new businesses. He stated that with existing businesses you have the ability to change the rules going forward and even though they may have a vested right (with 5 machines), the Village can change the allowable machines to 3 by amortizing it over a reasonable amount of time. He felt that the focus of their amendments would be to stop the cafes where the primary use is video gaming.

The Board directed staff to make refinements to the Village Code regarding zoning, liquor and video gaming ordinances to not allow video gaming as the principal use of the site, more of an accessory use. Staff will prepare a draft ordinance for review at Committee.

FINANCE & GOLF

Proposed Tax Levy

Trustee Deyne asked the Finance Director Jeff Martynowicz to take over.

Finance Director Jeff Martynowicz introduced the 2015 Property Tax Levy and put together a presentation giving the highlights.

J. Martynowicz explained that the Village levies a property tax essentially for three purposes:

- ✓ To help fund General Fund operating expenditures
- ✓ To pay for principal and interest on general obligation bonds
- ✓ To pay for the Village's contribution to the Police Pension Fund

The Village is a multi-county municipality and levies a tax that is distributed to three counties and the levy is based upon a burden factor that the Department of Revenue assessed to each county. The dollar amount that we levy will be broken down into the burden factor:

- ✓ Cook (38.04% of "burden")
- ✓ DuPage (61.96% of "burden")
- ✓ Kane (.19% of "burden")



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The current year's budget process drives the tax levy. The following shows the timeline for this tax levy:

April 2015	Village Board approves budget
May 1, 2015	Budget year begins
Fall 2015	Village Board conducts public hearing and approves tax levy
March 2016 – December 2016	Village receives Cook County taxes
June 2016 – November 2016	Village receives DuPage and Kane County taxes

The tax levy must be filed with the County Clerks' office by no later than the 4th Tuesday in December and we are on schedule to do that.

He stated that the proposed property tax levy is \$9,265,478 which represents a \$174,416 decrease or 1.85% from the 2014 extension. In the General Corporate Fund, overall, we are proposing to keep the levy flat again. The Police Pension levy has been reduced 7.39% and that is due to positive investment returns and lower actuarial expenses this last year. In the Debt Service Fund, we are proposing to keep that levy virtually flat and they have some proposed abatements to be able to do that.

With the proposed Debt Service levy and abatements, there are three General Obligation Bonds outstanding and they are required to pay principal and interest on those bonds. The 2007, 2009 and 2012 General Obligation Bonds total \$1,968,139 and they are proposing to abate \$284,225 and that will bring the total net levy for Debt Service to \$1,683,914, again flat from the 2014 levy.

He explained that relative to the Equalized Assessed Value, one of the more difficult things to do is to estimate what the EAV will be because the assessors haven't finished up yet. Going back to 2010 they have had some significant decreases and they slipped under a billion dollars. In working with Paul Hinds in the DuPage County Clerk's Office, he is estimating that they will probably go up by about 2%. That will increase the property values throughout the Village a little bit more than \$19,000,000. He thought they were coming to a position where they are seeing values of home and commercial property increases expanding the EAV. In Cook County last year, the burden factor is 38.04% and they estimated the EAV to be a little bit over \$345,000,000 so the total Cook County tax rate, based upon the levy dollars and the burden factor that is applied will be 1.0532 per \$100 of valuation and is a rate decrease of 0.0578 cents. Again, the EAV increase and lowering the dollar levy tends to drop the rate. This hopefully means a rate decrease in Cook County.

For DuPage County, the burden factor is 61.96%. The EAV is \$620,860,141. We are estimating a tax rate of 0.8922 cents per \$100 of EAV. That comes out to a decrease of



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0.0263 from last year. The total Village rate would be 0.9562 cents per \$100 of EAV and is going down.

Comparing our tax levy to the other taxing districts – in DuPage County, the Village's share of the pie is 8% on the tax bill and School District U-46 at 64%. The same thing holds true in Cook County with the Village getting 9% and School District U-46 at 61%.

In summary, the calendar for adopting the tax levy is as follows:

Establish estimated levy – 11/3/15
Advertise public hearing – 11/2/15
Hold public hearing – 11/17/15
Adopt levy – 12/1/15
File levy – 12/12/15

President Wallace asked how Paul Hinds does his calculations. Is it just based on the sales over the past 12 months?

J. Martynowicz stated that it is sales and he works with the Assessor's office and all of the Townships.

President Wallace asked if the Cook County side weighs in on that estimate at all?

J. Martynowicz stated that they are different because they assess tri-annually.

President Wallace stated that when that development gets built in Kane County, they will go up about .19%.

Trustee Reinke asked if they calculated the burden factor correctly this time.

J. Martynowicz stated that with the problems they had two years ago, DuPage, Kane and the Department of Insurance are working very closely with each other. It was corrected last year and residents of DuPage County should have seen a pretty substantial decrease in their tax bill.

Trustee Reinke asked about the decrease in the Police Pension and the decrease in the extension of 7.39%. He asked how well funded the plan was.

J. Martynowicz stated that it is 81% funded.

Trustee Reinke asked if he recommended that the Village fund it further or is it actuarially an appropriate place to be?



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J. Martynowicz stated that he recommends that they fund based on the actuaries' required contribution. He didn't see a need to over-fund the police pension fund at this time. He always recommends that they fund the arc. He thought they were in great shape as far as what they contribute to the fund.

President Wallace thanked him for putting that into laymen's terms and thought it was a good presentation.

Trustee Deyne stated that he did an outstanding job.

Utility/Food and Beverage Tax

J. Martynowicz stated that at the Committee meeting of September 15, the Board discussed the potential of implementing a Food & Beverage tax and had continued discussions on the gas and electric utility tax. The Village charges 5¢ per therm for natural gas and that is the maximum they can charge per State Statute. On the electric utility tax they have a max rate of .61¢ per kilowatt hour. ComEd adds an additional 3% to the rate for administrative costs. The Village currently has a rate of .0146¢ per kilowatt hour for the first 2,000 used and the rate decreases as consumption increases for the resident of commercial business. The maximum amount of revenue that the Village could generate for the electric utility tax would be about \$1.3 million. The Board was supplied with information on the rates charged by neighboring communities.

Trustee Hopkins stated that he would like to eliminate the gas tax. He thought it was an unfair tax to the residents. Some residents pay very little in the winter months and some pay an outrageous amount just in a tax. The electric tax is more consistent and most residents pay a consistent amount every month. It made sense to him to eliminate the gas tax and maximize the electric tax which is what the neighboring communities have done.

President Wallace stated that his thoughts on taxes are that there are no more new ones.

Trustee Hopkins stated that they are not really creating a new one.

President Wallace stated that Bartlett electric tax seems to be the lowest in the surrounding communities and he thought that was great. He asked if perhaps this was part of the charm of Bartlett?

J. Martynowicz stated that in 2012, that was the way they tried to develop a budget amount. They maxed out the gas tax and came up with a dollar amount they needed from the electric tax and that was the calculated amount.



**VILLAGE OF BARTLETT
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President Wallace agreed with Trustee Hopkins that residents have the ability to flip lights off or on and maybe in hindsight it would have been logical to max the electric and not the gas.

Trustee Deyne stated that if they eliminated the gas utility tax they would lose \$1.1 million. Is it possible to make that up by increasing the electric utility tax?

President Wallace asked for the totals.

J. Martynowicz stated that they generate \$1.1 million for the gas tax and \$300,000 for electric.

Trustee Deyne stated that they would have to increase the electric tax by 4 times.

J. Martynowicz stated that they would have to maximize the electric rate which is .61¢ per kilowatt hour by State Statute.

Trustee Reinke stated that he didn't think they should get rid of both the gas and electric utility tax but given the numbers that they are discussing, it makes sense to shift that burden on the electric side to maximize efficiency. Would we also include the food & beverage tax?

Trustee Deyne stated that they should not look at the food & beverage tax right now. It is a touchy subject. He asked if someone had a \$100 electric bill, how much tax are they paying?

J. Martynowicz stated that it is based on kilowatt hours and a delivery charge. He did not have the answer. He would guess \$3-\$5 per month.

Trustee Deyne stated that if they increase the electric tax to make up the \$1.1 million, how much would the increase be based on a \$100 bill?

J. Martynowicz stated that he does not know at this point.

Trustee Hopkins stated that if they eliminate the gas tax and generated \$1.3 million in electric tax, what kind of shortfall would they have?

J. Martynowicz stated \$100,000.

Trustee Hopkins asked if they could borrow from the Fund Balance?

President Wallace asked if the rebate for seniors was only for natural gas.



VILLAGE OF BARTLETT COMMITTEE MINUTES

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J. Martynowicz stated that it is for both gas and electric. He stated that he just noticed that he misquoted a number and the gas and electric generates \$1.705 million so the shortfall would be about \$600,000.

Trustee Deyne stated that if they eliminated the gas tax they would be looking at a shortage of \$400,000 annually.

President Wallace stated that the electric tax goes down over usage and asked if that was a possibility with gas?

J. Martynowicz stated "no".

Trustee Deyne stated that he worried about the businesses in Brewster Creek that generate a lot of power. He would hate to see it be a detraction for new businesses.

J Martynowicz stated that there are a lot of different scenarios and unfortunately there will be some business and residents that will be affected negatively.

Trustee Carbonaro stated that he would like to get rid of the gas utility tax and leave the electric alone and impose the food & beverage tax. By reducing the 6% gas tax for the businesses and imposing a 3% electricity tax, he didn't think it would cripple them. It would reduce a big burden for the residents. There were 28 homes for sale in his subdivision and he wasn't sure if it was the utility tax, U-46 or the State of Illinois in general. He thought this was presented as a package deal and they are replacing one tax for another but he thought the burden is taken off of the residents. They are giving a discount to the businesses by removing the 6% gas utility tax and leave the electric alone. They are trying to upgrade the lighting system by going from incandescent to LED and that will save the Village about \$60,000 in electricity charges. The Village will not be losing any money and if they have a 4% food & beverage tax they will be close to \$1,000,000.

Trustee Camerer stated that as much as he is in favor of reducing taxes for residents, he still had concerns about adding tax to the businesses and how that could potentially affect them.

President Wallace stated that when you add a tax to a business there is a lot of paperwork and other things involved.

Trustee Camerer stated that he has heard someone say that if 3% was added to his food bill he would just not go back there. He didn't know how that would affect a larger population. He had concern about imposing another tax on businesses in Bartlett that are struggling to begin with. He was also concerned about the State of Illinois and other



**VILLAGE OF BARTLETT
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State income that is depressed. He felt that until that changes, he wondered if they could potentially be hurting the Village.

Trustee Deyne stated that this should be Tabled until they find out specifically what is going to happen with the State. Let's not react too quickly and look at this again in a month or so.

Trustee Reinke asked to modify his proposal and ask staff, as we go through next year's budget to look for even more ways to cut, anticipating that there will be some resolution at the State level. They will also be able to take care of the need for the tax in the first place on the expense side. It will be a more balanced approach and amend the budget to reduce the need for that tax so they can throttle down the gas tax over time.

Trustee Deyne stated that they sat through the budget hearings and he knows what the Board and staff did to keep the budget and tax levy reasonable. He stated that it frightens him that sooner or later they will have to start spending some money to maintain the services and quality of life that they have there. He agreed that they will look at the budget in fine detail but he wasn't necessarily that is the answer that they should have for the long term.

President Wallace stated that Trustee Deyne had a good point. He had a memo outlining the number of positions that were not filled and thought that was great and commended staff for dealing without those personnel. It is not an efficient way to run a Village and Rome didn't fall in a day. You can live without some people for a while but eventually people are going to get frustrated. If we are confident with the new auditing firm and efficient and ran well, he agreed that they should look for ways to be very efficient, but you have to make sure that you are maintaining the quality of services that this Village demands.

Trustee Reinke stated that it was important to express that desire to keep the budget to the minimum to function efficiently and appropriately and provide services.

President Wallace agreed with Trustee Hopkins and wished he was more knowledgeable with electric to ask this question. He didn't realize it was on a graduated scale but in hindsight, the winter is coming and is there a way that we can juxtapose the cuts from gas into electric without making any changes at all to move the burden to electric. Is there a way to do that?

J. Martynowicz stated "absolutely".

President Wallace stated that they can go into budget next year with this thought in mind to get rid of this whole deal.



**VILLAGE OF BARTLETT
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Trustee Camerer stated that it sounded like a good idea.

President Wallace stated that it is not a solution but at least it allows them to not worry about what the State will do for funding, allows them to have the same amount of funding for tax purposes and also adjusts the burden from those folks that do spend a lot more in gas to electricity.

Trustee Hopkins stated that they should look at what they generated so far in the gas tax and he proposes an ordinance to eliminate the gas tax. Whatever the shortfall is can be borrowed from the Fund Balance.

J. Martynowicz stated that it would be a policy of the Board and he certainly can build that scenario into the budget.

Trustee Hopkins stated that they can always bring the gas tax back with next year's budget if necessary. He felt that they generated over \$100,000 in the gas tax for this budget year. He stated that maybe they can look at that from a policy decision.

Administrator Salmons stated that if they were looking at taking from the General Corporate Reserve for one year then that would be doable. Anything into perpetuity is certainly not the fiscally long range wise thing to do but if it's one year they can certainly build it into the upcoming budget.

President Wallace stated that he would caution them to think in that direction until they know which way the State is going on some things.

Trustee Hopkins stated that the State is never going to get their act together.

President Wallace suggested that they look at this again with those flipped and try to come up with hard core examples of what it means to a homeowner and a business when they switch those two around.

Administrator Salmons stated that they can work with both utilities to try to get a grip on that and involve the municipal representatives as well.

President Wallace stated that a knee jerk reaction to eliminate everything is a little harsh.

Trustee Camerer stated that this is a very good compromise.

President Wallace stated that he understood that some homes are breezier than others and they have the opportunity to turn lights on and off.



**VILLAGE OF BARTLETT
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Trustee Deyne reiterated that they should keep in mind the businesses that they have in the industrial parks that use large amounts of electric.

President Wallace stated that they don't know how different the impact is for major businesses with gas versus electric. Those are static numbers that they should be able to figure out.

J. Martynowicz stated that the only problem that he has is that they don't get usage reports from individual business or residents.

President Wallace suggested that they call and ask the businesses for their usage.

Trustee Reinke stated that they would not have to disclose the names of the businesses.

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

ROLL CALL VOTE TO ADJOURN

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

The meeting adjourned at 8:24 p.m.

Lorna Gilles
Village Clerk

LG/



Agenda Item Executive Summary

Case #15-09 - Daniela's revised Special Use for
liquor and outdoor seating for a bistro/video
gaming establishment

Committee
or Board Village Board

BUDGET IMPACT

Amount:	n/a	Budgeted	n/a
List what fund	N/a		

EXECUTIVE SUMMARY

A request for two SPECIAL USE PERMITS (a) To serve liquor and (b) to allow outdoor seating in conjunction with Daniela's bistro/video gaming establishment located at the northwest corner of Bartlett and Hickory Avenues at the former Station Cleaners site in the Cartland Building.

The Plan Commission reviewed the revised request and held a public hearing on 10/8/15 and **recommended approval of the Special Uses.**

THE VILLAGE BOARD REQUESTED THAT THIS MATTER BE SENT DIRECTLY FOR A VOTE AFTER THE PLAN COMMISSION PUBLIC HEARING.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Plan Commission Minutes, Ordinance with Exhibits

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the passage of Ordinance 2015- _____, An Ordinance Granting Special Use Permits to allow serving of liquor, beer and wine and to allow outdoor seating at Daniela's Bistro at 300 Bartlett Avenue.

Staff: Jim Plonczynski, CD Director

Date: 10/24/2015

COMMUNITY DEVELOPMENT MEMORANDUM

15-220

DATE: October 26, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, CD Director
RE: **(#15-09) Daniela's**

PETITIONER

Peter Zaikowski

SUBJECT SITE

300 Bartlett Avenue – Cartland Building (NWC Bartlett and Hickory Avenues)

REVISED REQUEST

REVISED Special Use Permit – a) To increase the Outdoor and Indoor Seating Capacity of the bistro and to alter the floor plan to include two restrooms in conjunction with a bistro/video gaming establishment and b) to serve Liquor

The Village Board requested this matter be sent straight for a final vote after the Plan Commission public hearing on the revised petition. At their October 8, 2015 meeting the Plan Commission recommended approval of the revised Special Use requests.

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Commercial	Commercial	B-1
North	Residential	Residential	SR-4
South	RR	Utility	RR*
East	Commercial	Commercial	B-1
West	Parking	Commercial	B-1

*Metra RR tracks

MOST RECENT VILLAGE BOARD COMMITTEE DISCUSSION

1. The petition was discussed at the **August 18, 2015** Village Board's Planning and Zoning Committee. The Trustees expressed concern with the size of the establishment, whether or not the project was a café or a video gaming

establishment and the impact on the surrounding properties. Several Trustees also thought that the interior should include two restrooms and have additional seating and be more of a café style restaurant. Several residents and an adjacent business owner came out against this use at this location.

2. At the **September 1, 2015 meeting** of the Village Board's Planning and Zoning Committee the petitioner stated that his intent was to provide an opportunity to do both a café and provide the video gaming experience. The petitioner's intent is to provide breakfast and bakery goods in the morning, then transition to lunch, dinner and refreshments including liquor for adults that wish to eat and game outside of a casino or bar environment in accordance with the state law. He would eventually like to purchase the whole building and put in a restaurant where the medical office is located and the video gaming would be adjacent to this use. The petitioner wanted to start with a smaller investment and build from the success of it to re-develop the whole building.
3. The Village Board Committee reviewed a **revised site and floor plan** that added a restroom, increased the seating from 9 to 28 and reduced the number of video games to four and was seeking direction and input from the Committee to proceed with this revised site/floor plan. The new site plan includes a food service area with 8 seats, 4 seats at a bar and an "entertainment area" with four (4) gaming stations and restrooms. Total number of seats indoors will be 16 with 2 employees. The outdoor seating area will expand to 12 seats and three tables during nice weather for those patrons wishing to dine and drink outside of the facility (**see revised diagram**). The petitioner will move his outdoor tables and chairs inside during the cold weather months. There will be no outdoor gambling. The **outdoor seating area** will be open Sunday thru Thursday, **Noon until 9PM** and Friday and Saturday, **Noon to 10PM** weather permitting. No liquor will be served outdoors until after noon.
4. The proposed hours of operation for the breakfast/bakery portion of the bistro would be Monday thru Friday, **6AM to Noon** with no liquor or video gaming. Sunday thru Thursday, **Noon to Midnight** with liquor and video gaming and Friday and Saturday, **Noon to 2AM** with liquor and video gaming. These proposed hours for the liquor service meet the restrictions for the Class A license of Sun.-Thurs. 8:00 a.m. to 1:00 a.m. and Fri.-Sat. 8:00 a.m. to 2:00 a.m.
5. The required parking for the revised site and floor plan would increase from three (3) to ten (10) parking spaces for this use. The Cartland building has 39 parking spaces.
6. Staff believed that the changes to the plans required another public hearing and review of the outdoor seating area by the Plan Commission.

PREVIOUS DISCUSSION - ORIGINAL PETITION

1. The Village Board approved video gaming in the Village of Bartlett on July 17, 2012. Currently, the Village has three stand-alone video gaming establishments.
2. The petitioner has entered into a lease in the former Station Cleaner site with the owner. They are proposing to open a video gaming establishment that will provide food and refreshments including liquor for adults that wish to game outside of a casino environment in accordance with the state laws.
3. The establishment would include a food service area with 4 seats as well as an "entertainment area" with five (5) gaming stations (which is the state maximum). Total number of seats will be 9 with 1 employee.
4. There will also be an outdoor seating area during nice weather for those patrons wishing to dine and drink outside of the facility (see diagram). The petitioner will move his indoor tables and chairs outside during nice weather. There will be no outdoor gambling.
5. The State Law requires establishments operating video gaming machines to have a valid liquor license. The petitioner is proposing to offer liquor, beer, and wine for their patrons. They have applied for a Class A Liquor License.
6. Once a liquor license is issued, the petitioner will be able to apply for the state video gaming license.
7. The proposed hours of operation for the video gaming establishment would be, Sunday -Thursday 9:00 AM to 12:00 AM, and Friday and Saturday, 9 PM to 2 AM. These proposed hours meet the restrictions for the Class A license of Sun.-Thurs. 8:00 AM to 1:00 AM and Fri.-Sat. 8:00 AM to 2:00 AM.
8. Parking for the Cartland Building consists of 39 spaces located west of the building. This use would require 3 parking spaces. There are five (5) public parking spaces directly in front of the building. There appears to be sufficient parking for this use.

RECOMMENDATION ON REVISED PETITION

1. The petitioner **originally requested** a Special Use Permit to serve liquor and to allow outdoor seating in conjunction with a video gaming establishment with seating for only **nine people** and one employee. Staff recommended approval of this petition with conditions and findings of fact.
2. The original petition was reviewed and a public hearing held by the Plan Commission on July 9, 2105. **The Plan Commission failed to recommend approval of this petition.**
3. The original petition and the failed plan commission recommendation were discussed at the **August 18, 2015** Village Board's Planning and Zoning Committee. The Trustees expressed concern with the size of the establishment, whether or not the project was a café or a video gaming establishment and the impact on the surrounding

properties. Several Trustees also thought that the interior should include two restrooms and have additional seating and be more of a café style restaurant. Several residents and an adjacent business owner came out against this use at this location.

4. The petitioner revised his original project and the revision was submitted for review at the **September 1, 2015 meeting** of the Village Board's Planning and Zoning Committee. The petitioner stated that his intent was to provide an opportunity to do both a café and provide the video gaming experience. The petitioner's intent is to provide breakfast and bakery goods in the morning, then transition to lunch, dinner and refreshments including liquor for adults that wish to eat and game outside of a casino or bar environment in accordance with the state law.
5. The Plan Commission conducted the public hearing and reviewed the petitioner's **revised** request, which expanded the seating area to 28, for Special Use Permits – To Serve Beer & Wine and have Outdoor Seating at their **October 8, 2015** meeting. Numerous residents in the neighborhood to the north of the commercial area came out and spoke against the special use permit at the public hearing. In addition, numerous residents came out in favor of the petitioner.

The Plan Commission recommended **approval** of the petitioner's **revised** request for the Special Use Permits to the Village Board including the following conditions and findings of fact;

- A. The petitioner shall obtain all required building permits;
- B. The petitioner shall obtain a Class A liquor license;
- C. The petitioner shall obtain a Village Video Gaming License;
- D. The outdoor seating area shall be limited to a maximum of twelve (12) seats;
- E. The outdoor seating shall only be allowed in the area identified in the Outdoor Seating Plan received by the Community Development Department on 8/19/15;
- F. The outdoor seating area fence detail shall be submitted and approved by the Community Development Department;
- G. The outdoor seating area shall be maintained and free from trash and debris at all times;
- H. That the hours of operation for the outdoor seating area shall be restricted to Sunday–Thursday Noon-9PM and Friday and Saturday Noon – 10PM;
- I. The tables and chairs will be brought inside every evening; and
- J. Findings of Fact (Special Uses - Outdoor Seating & Serving Liquor)
 - i. The proposed video gaming establishment serving liquor and providing outdoor seating at 300 Bartlett Avenue is desirable and will provide a service and facility which is in the interest of public convenience and will contribute to the general welfare or the community;
 - ii. That this use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
 - iii. That the special uses 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.

CD Memo 15-220

October 26, 2015

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6. Attached are the Plan Commission minutes and an Ordinance with exhibits for review and a final vote.

/jjp/attachments

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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 CHAIRMAN LEMBERG: Okay. The first item on
21 our agenda is the approval of the September 10,
22 2015 minutes.

23 MR. COOK: So moved.

24 MR. A. HOPKINS: Second.

1 CHAIRMAN LEMBERG: Is there any discussion?

2 Secretary call the roll.

3 MR. PLONCZYNSKI: Shane Cook.

4 MR. COOK: Yes.

5 MR. PLONCZYNSKI: Austin Hopkins.

6 MR. A. HOPKINS: Yes.

7 MR. PLONCZYNSKI: Tom Connor.

8 MR. CONNOR: Yes.

9 MR. PLONCZYNSKI: Mark Hopkins.

10 MR. M. HOPKINS: Yes.

11 MR. PLONCZYNSKI: Jim -- John Miaso.

12 MR. MIASO: Yes.

13 MR. PLONCZYNSKI: Jerry Kallas.

14 MR. KALLAS: Yes.

15 MR. PLONCZYNSKI: Jim Lemberg.

16 Approved.

17

18 * * * * *

19

20 CHAIRMAN LEMBERG: Next item on the agenda is

21 15-19, Daniela's. This is going to be a public

22 hearing. If anyone has any comment, questions,

23 we have a form on the back for you to fill out

24 and give it to Jim and we will have your name

1 called.

2 Do we have all the public documents?

3 MR. PLONCZYNSKI: I'm going to get them. Here
4 is the notice, here is the sign, and here is all
5 the documents that they were sent by certified,
6 so we do have all those exhibits.

7 CHAIRMAN LEMBERG: Okay. Jim, would you like
8 to give us a little background.

9 MR. PLONCZYNSKI: Okay. This is the second
10 time you've seen a project at this location.
11 Daniela's originally wanted just to do a smaller
12 facility. They went to the Village board
13 committee meeting after your last plan commission
14 meeting and then they actually went to the
15 Village board committee twice, which is outlined
16 in your packet. At the Village board committee,
17 meeting they made some suggestions to the
18 petitioner to revise his floor plan and possibly
19 make it more bistro like, if you will. The
20 petitioner submitted a revised floor plan that --
21 here's what was previously submitted, which shows
22 nine seats, five video games, a bar area and one
23 restroom. The revised floor plan shows 28 seats,
24 and this includes the outdoor seating, four

1 games, and two bathrooms that that would
2 accommodate the increased ability for the
3 occupancy of that property.

4 They've asked for additional hours of
5 operation, to also be open in the morning and
6 have more of a breakfast, bakery-type of use at
7 that facility without the gambling. From 6:00
8 a.m. to noon, no liquor would be served and there
9 would be no gaming, and then they would open the
10 gaming and the liquor service later on in the day
11 and then stay open Sunday through Thursday from
12 noon to midnight and Friday and Saturday noon to
13 2:00 a.m. Those hours do coincide with our class
14 A liquor license, which they've also applied for.

15 The revised parking spaces are -- the
16 revised plan requires additional parking spaces,
17 ten for this use, and the Cartland building has
18 39 spaces in addition to some that are out in
19 front of the building. Staff believes that they
20 can be accommodated on this property. The rest
21 of the background is from the previous petition.

22 As you know, in order to get the video
23 gaming license in Illinois, you have to be given
24 a liquor license by -- you have to have a liquor

1 license and then you can apply for your state
2 gaming license and then they would have to,
3 obviously, get the Village's gaming license, so
4 that's kind of the process.

5 If the plan commission makes a
6 recommendation in favor of these special uses,
7 the staff suggests to include the conditions that
8 are outlined in your packet, as well as the
9 findings of fact.

10 The petitioner is here. He would like to
11 show you a video that is something that he showed
12 to the Village board committee that has to do
13 with the food preparation; and if this works --
14 I'll get it in here, just give me a second; and
15 then, obviously, the petitioner is here.

16 (Video played.)

17 MR. PLONCZYNSKI: All right. That was the
18 petitioner's request to do that, and we're back
19 to his petition; and if you have any questions,
20 we'll try to answer them.

21 CHAIRMAN LEMBERG: Okay. Is the petitioner
22 here? Could you stand and get sworn in. Anybody
23 going to give testimony with you this evening?

24 MR. ZAIKOWSKI: Yeah.

1 CHAIRMAN LEMBERG: Could they stand also and
2 get sworn in.

3 MR. ZAIKOWSKI: You mean for the -- as the
4 petitioner?

5 CHAIRMAN LEMBERG: You're the petitioner this
6 evening?

7 MR. ZAIKOWSKI: I'm the petitioner, yes.

8 CHAIRMAN LEMBERG: Right. This is a public
9 hearing. We need to swear you in and anybody
10 that's going to be --

11 MR. PLONCZYNSKI: We have quite a few people
12 who have signed up, so --

13 (Witness sworn.)

14 CHAIRMAN LEMBERG: Could you state your name
15 and address, please.

16 MR. ZAIKOWSKI: Pete Zaikowski, 1576 Knoll
17 Crest Drive, Bartlett, Illinois.

18 CHAIRMAN LEMBERG: Okay. Is there anything
19 that you would like to add onto Jim already had
20 or that movie?

21 MR. ZAIKOWSKI: My wife and I have been
22 working on this with the city and the trustees
23 for -- since October of last year. We've
24 listened to a lot of the concerns and the

1 requests a lot of the trustees and people that
2 we've met in Bartlett wanted us to make it more
3 towards coffee shop, bakery, so we've switched
4 our hours. We've now gone from 6:00 a.m. to noon
5 being a coffee shop and bakery serving the
6 downtown area, the people that are traveling on
7 the train giving them an option before they board
8 the train. We've also doubled our original
9 investment to add a second bathroom. That will
10 allow us to add up to 24 seats, 12 inside and 12
11 outside during the nice weather days.

12 We've worked on this. We've changed our
13 menu. We've added a breakfast menu. We've also
14 lowered -- the biggest concern with people was
15 that we were all about gaming, we were all about
16 gaming, so we brought our number of gaming
17 machines down to four and made more room for a
18 restaurant and bistro area from noon to midnight.
19 We put a lot of time and effort. We've worked
20 with everyone. I've been to most of these
21 people's houses. I've walked the neighborhood
22 and tried to talk to as many people that would
23 answer or were home, trying to work with everyone
24 and giving everyone what they need and what I

1 think is best for the community and what will fit
2 in the spot, and I hope today that you guys
3 approve yes for me and let us go forward.

4 Do you have any questions for me?

5 CHAIRMAN LEMBERG: Okay. Anybody have any
6 questions on the board?

7 MR. A. HOPKINS: Yeah, I have a quick question.
8 Are any of these outdoor seating, can that come
9 inside at all or --

10 MR. ZAIKOWSKI: At the end of the night. You
11 mean inside?

12 MR. A. HOPKINS: Yeah, so there is additional
13 seating inside or is it just -- I know you
14 increased it from nine.

15 MR. ZAIKOWSKI: We have space for possibly two
16 more tables on the inside in the wintertime
17 months. It all depends on when I worked with the
18 building committee or the --

19 MR. PLONCZYNSKI: Building department.

20 MR. ZAIKOWSKI: -- building department what
21 they'll allow me to do on the inside. We have to
22 have a certain amount of space. I believe it's
23 three and-a-half feet on aisles, and we'll work
24 with the building department to accommodate

1 whatever the city will allow us.

2 MR. A. HOPKINS: And I know I asked you this
3 last time, but you're going to have security
4 cameras on the outside, inside?

5 MR. ZAIKOWSKI: Yes. We plan on doing a lot
6 of improvements. I've got pictures here. I
7 didn't have a chance to give them to Jim. The
8 building itself is pretty run down. Can I bring
9 the pictures up to them? Is that okay?

10 MR. PLONCZYNSKI: Yeah, just start with Tom
11 and then we'll bring them down.

12 MR. ZAIKOWSKI: I just have three. That gives
13 you an example. The building is pretty run down.
14 We plan on doing improvements. We're meeting
15 with the landlord, hopefully being the landlord,
16 to fix a lot of that. The windows are really
17 bad. The outside needs a paint job. We're
18 willing to invest money to make the outside look
19 a little better. The sad part is there is a
20 window place there; and if you look at their
21 window, it's really bad. We're willing to make
22 the investment with the town and make the place
23 better, more presentable.

24 MR. PLONCZYNSKI: Do you want to give us those

1 pictures to include or are you --

2 MR. ZAIKOWSKI: I think I'll give them to you
3 when we're done.

4 MR. PLONCZYNSKI: Then we should mark them --
5 enter them in as Exhibit D, I believe.

6 MR. CONNOR: Do you anticipate any
7 entertainment of any type at all?

8 MR. ZAIKOWSKI: No.

9 MR. CONNOR: None. Okay.

10 CHAIRMAN LEMBERG: Anyone else have any
11 further questions?

12 MR. ZAIKOWSKI: I should take that back. We
13 might if we get involved with railroad days --
14 what was the last fest we just had?

15 UNIDENTIFIED SPEAKER: Heritage Days.

16 MR. ZAIKOWSKI: We might do something if we're
17 going to get involved with the town like the one
18 store did, putting booths out in front of our
19 house, to join up with the rest of the
20 festivities that Bartlett runs, that would be the
21 only time. There would be nothing inside or on a
22 regular basis. It would be just to follow a
23 festival from getting involved with the town.

24 MR. CONNOR: And that would all be on the

1 railroad side of the building?

2 MR. ZAIKOWSKI: Yeah. Wherever the city would
3 allow us. I was at the last one. The Heritage
4 Days, is that what it was? It was fun. I'm
5 hoping that it will expand a little bit further
6 towards us because the crafts ended right at the
7 street by the bank. I'm hoping next year we can
8 help and bring that over a little further towards
9 us.

10 CHAIRMAN LEMBERG: If there are no further
11 questions, at this time I'll open up to the
12 public.

13 Jim, would you call the first one.

14 MR. PLONCZYNSKI: Pam Schilling.

15 MS. SCHILLING: Hi. My name is Pam Schilling.
16 I live at 111 South Hickory. I spoke at the last
17 planning meeting that I attended. My husband
18 came to the last one that I couldn't attend.

19 My biggest concern is that this is a
20 residential area, and we don't really need gaming
21 in our neighborhood. We have six restaurants in
22 Bartlett that already have video gaming within
23 the restaurants and we have three standalones.
24 That's enough gambling in Bartlett for a town of

1 40,000 people. I can't believe we need any more
2 than that.

3 I did not receive Mr. Zaikowski's
4 certified letter. I mean, when you came to my
5 house, you said you were going to send something.
6 I never got it. It's okay cuz you handed me a
7 copy of the diagram, but I just want to let you
8 know I never got that.

9 I am concerned about access to the
10 doctor's office and having enough sidewalk
11 clearance for that if he has tables and chairs on
12 the outside. It looks like the plan has been
13 amended, but in all reality, it's only amended
14 for the summer months. In the winter, there's
15 still only 12 seats inside the restaurant.

16 I am also very concerned because when I
17 went back past the building, inside of having a
18 sign in the window with the date of the meeting
19 and the location, it was a stand up, sort of a
20 tent card, on the sidewalk that said if you're
21 interested in the hearing on this property,
22 please visit the Village website or call the
23 Village hall. I just wonder if that's a legal
24 notice or not. I've never heard of anything like

1 that before.

2 MR. PLONCZYNSKI: It is a legal notice.

3 MS. SCHILLING: Has that changed?

4 MR. PLONCZYNSKI: The legal notice is in the
5 newspaper and the notice sent. That's actually
6 an extra over-the-top kind of notice and it is
7 legal.

8 MS. SCHILLING: Even though when you had a
9 notice up last time, you gave all the details?

10 MR. PLONCZYNSKI: Yes. The Village changed
11 its public hearing sign procedures. A lot of
12 towns do that and sometimes they just put a sign
13 up that says subject to zoning hearing. Call a
14 number.

15 MS. SCHILLING: That's great. Do you know
16 when that change happened, Jim?

17 MR. PLONCZYNSKI: This is the first time we've
18 done it.

19 MS. SCHILLING: Okay. I was just curious. It
20 looked like a pretty professional sign, so -- but
21 my biggest concern is the amount of gambling that
22 is in Bartlett. It is turning into a mini
23 Las Vegas in my eyes. I called a number of
24 restaurants in the village and a couple were

1 interested in getting gambling in, so this is the
2 tip. I mean, if you think this is going to be
3 the end it, absolutely not. There are more
4 restaurants waiting in line to get more machines,
5 and we are going to turn into a Schiller Park and
6 we are going to turn into a Rosemont if someone
7 doesn't have a farther reaching vision for this
8 community.

9 This used to be a great family-friendly
10 town that really focused on families and focused
11 on children, and I can't believe that having
12 another video gambling establishment in town is
13 going to increase the reputation and the values
14 of the property in the Village of Bartlett.

15 Thank you for this time.

16 CHAIRMAN LEMBERG: Thank you.

17 MR. PLONCZYNSKI: Diane Rocha.

18 MS. ROCHA: Diane Rocha. I live at
19 315 West North Avenue. I've been a resident of
20 Bartlett for 33 years. I've been coming to these
21 meetings because I'm really worried about the
22 effect it's going to have in our neighborhood. I
23 mean, he's going to be opened to midnight,
24 2:00 a.m. This is a very quiet part of town. I

1 don't know if you guys are familiar. I know he's
2 had people that spoke on it and thinks it's
3 great.

4 We want businesses in Bartlett too, but
5 there are other businesses that I think would
6 benefit our town better that actually want to
7 come in there. We've got a bike shop around the
8 corner, we have a hair salon there, we have a
9 medical building, and you're going to put a
10 bistro gaming place. I don't mind it being a
11 restaurant, but to have the gaming machines in
12 such a tiny, tiny, little location, that I really
13 have a problem with that; and, you know, we've
14 been here 33 years, and I just don't see our
15 village doing very well lately, and it worries me
16 that this is how we've become. I mean, we've got
17 a lot of restaurants over here as it is. We have
18 gaming already and the new one that just opened
19 up. I think it's Station 18, and I don't
20 understand why we need more of this in our town,
21 and I'm really hoping you guys make a good
22 decision here. Thank you.

23 CHAIRMAN LEMBERG: Thank you.

24 MR. PLONCZYNSKI: Mark Materna.

1 MR. MATERNA: Good evening ladies and
2 gentlemen. As you know, I spoke at the last
3 meeting for the planning commission. Looking at
4 the revised plan, I really don't see any real
5 difference. The thing that alarms me is that the
6 building didn't get any bigger, yet we have more
7 seats. I think this is a red herring. Looking
8 at the plan, he has eight feet of a bar area for
9 chairs for, it looks like, four positions. That
10 would be kind of tight. Okay. I'm not sure I'd
11 want to eat there. That's a little tight. The
12 same thing with the table sets. On the plan,
13 like eight feet, four inches for two tables that
14 supposedly hold four people each. Just on square
15 footage, that's tight.

16 My objection has always been this location
17 is not meant to be a restaurant. It's just not,
18 and I think it's up to the planning committee to
19 say what's allowed in certain places and what's
20 not. I don't have objection of a person wanting
21 to open up a bistro restaurant, put some gambling
22 in, that's fine. In its proper place and proper
23 time. To me this location does not scream of
24 restaurant or bistro.

1 Looking at it, he wants to actually put
2 two tables outside in the middle of summer.
3 That's going to impede the traffic on that
4 sidewalk. That's not something I look forward to
5 because I walk my dog on that sidewalk every day.
6 I don't think the sidewalk is quite big enough
7 for that. Others may object.

8 The other thing that I have a strong
9 opinion is the parking. I'm not sure how many
10 extra spaces are required. If you take a look at
11 the parking facility right now, because you have
12 the bike shop, you have the medical center, that
13 parking lot right next to it is pretty busy; and
14 from the hours of operation from 6:00 a.m. to
15 12:00 noon, he wants to have a bistro. Who is
16 going to handle that extra parking? I don't
17 agree with the building commission's assessment
18 there is plenty of parking. I don't see it.
19 Maybe I'm wrong. I don't see it.

20 This is going to, I think, add more
21 congestion to that corner, which I don't think is
22 built to handle that much congestion. Also,
23 looking at the plans, to me this screams more
24 video gaming than bistro; and having a microwave

1 oven, whatever type of oven it is, without a real
2 kitchen doesn't scream bistro to me. It screams
3 that's video gaming trying to disguise as a
4 bistro just so you'll pass it. You know, so to
5 me this is just putting more lipstick on a pig.

6 Thank you very much for your time.

7 CHAIRMAN LEMBERG: Thank you.

8 MR. PLONCZYNSKI: Kevin Vanderwater.

9 MR. VANDERWATER: I was also here last time,
10 and I'm going to follow up on the red herring
11 comment since that's what I see it as well.

12 I actually brought the menu, which was
13 part of what was published in the Village of
14 Bartlett, and I was going to go through this
15 really quick because what I did is -- it's funny,
16 I looked up the convectional microwave oven, and
17 I actually came up with the same unit. Those are
18 about 7 to 8 grand and they probably need about
19 three of them.

20 They're going to sell coffee, cappuccino,
21 espresso, latte, macchiato, iced coffee, so we're
22 going to need a coffee maker, some kind of an
23 espresso machine, and they're going to have to
24 have ice. They got blueberry muffins, blueberry

1 scones, raspberry danish, cheese danish, cinnamon
2 rolls, old-fashioned glazed donuts. They have
3 more ingredients than my company cafeteria has;
4 and my company cafeteria has three of those
5 convectional microwave ovens, they have a couple
6 refrigeration units, and they have four people
7 that staff that morning breakfast.

8 The plan had a maximum of two employees,
9 and I just don't -- you know, you look at this
10 picture here and you're like, okay, so where are
11 they going to put all this stuff, you know, and
12 you say -- you know, this is a ruse. This is a
13 ruse we need to get past this Bartlett committee
14 and then we can get our liquor license and then
15 we can do our gaming; and we can say, oh, you
16 know what, we really can't have all these items
17 because there is just no place to put it; and I
18 could go through the rest of the menu items and
19 go, you know, where is your refrigeration? Where
20 is your cold storage? How are you going to deal
21 with the oatmeal, the chilies, the various kinds
22 of soups? It doesn't add up.

23 So I think I'll just go -- this is a nice
24 flip. Pete did a good job, but it's not ready

1 for prime time yet. It's really a lot of --
2 lipstick on a pig to get you guys to give them a
3 liquor license so they can get their gaming
4 license and say, all right, we're not going to
5 really do all that anyway.

6 Thank you for listening.

7 CHAIRMAN LEMBERG: Thank you.

8 MR. PLONCZYNSKI: Carol Herbord.

9 MS. HERBORD: Good evening. My name is Carol
10 Herbord and I live at 530 Littleton Trail and I
11 live in Elgin. I do not live in Bartlett.

12 My good friends, the petitioners, live in
13 Bartlett, have a beautiful home. I personally
14 have known them for several years. I don't know
15 of any harder working people than these guys are,
16 and they know the restaurant business.

17 I've heard some of the comments and I was
18 raised in a restaurant family myself. Unless
19 you're in the business, it's really very
20 difficult to say or call something a red herring
21 when the Village understands what they want to do
22 and, personally, I love this little town.

23 I've lived out here for quite a while and
24 I have friends who live here; and when you get

1 off the train or you're going to take the train
2 in the morning, I think it would be great to have
3 somewhere to grab a latte and a pastry. They're
4 not going to be able to cook these kind of items
5 in the restaurant necessary at all times. Some
6 of it is going to have to be moved in, like the
7 soups and chilies, et cetera. I just think
8 without knowing the restaurant business, it's a
9 little hard to make those kind of comments.

10 The thing about the video gaming, once
11 every few years I like to go to Vegas. Do I
12 spend more than I can possibly afford? I'm
13 retired. I'm on a fixed income. No, I don't.
14 It's just kind of fun. It's a little something I
15 get to do every few years.

16 I don't think -- I wanted to mention
17 Moretti's. It's filled with families and
18 children. It's a family-oriented place that
19 happens to have very good Italian food, and the
20 machines are set up as you walk in the front door
21 and they're roped off and I don't see very many
22 people doing it. I don't think that's going to
23 be the biggest part of their business when you
24 look at the profit margins, and I don't think

1 that it would harm Bartlett's reputation at all
2 to see stores filled instead of empty when we
3 come into your town.

4 So I appreciate your listening, especially
5 an out-of-towner. I love this little town. It's
6 beautiful. It is very quaint and very
7 family-orientated and we want to keep it that way
8 too. That's all I've got. Thank you very much
9 for listening to me.

10 CHAIRMAN LEMBERG: Thank you.

11 MR. PLONCZYNSKI: Alyssa Buelow.

12 MS. BUELOW: Hi. My name is Alyssa Buelow. I
13 live at 496 Knoll Crest in Bartlett. I've known
14 them ever since they moved in next door. They're
15 very nice people, and the comments earlier about
16 this place being mainly gaming is -- I don't
17 think -- you can see clearly by the revised thing
18 if it was only gaming, they wouldn't have gotten
19 rid of a gaming machine to add more seating.
20 They wouldn't have added more hours strictly for
21 food if it was strictly for gaming, and I
22 personally know --

23 I'm from Bartlett. I have lots of friends
24 who live around here who would love to see a new

1 place. I have friends who take the Metra in the
2 morning because they work in downtown Chicago and
3 the only place they can get a little cup of hot
4 cocoa or coffee is that small place that is next
5 to Station 18, which that's been a bar for a very
6 long time. They just changed their name; and,
7 you know, the only other place that's near here
8 that I know of that people my age actually go to
9 is Bracht's and that's strictly liquor. They
10 have maybe four or five gaming machines and
11 anytime I've ever been there, not a lot of people
12 use the gaming machines. It's just something off
13 to the side.

14 I actually used to work a Moretti's as a
15 hostess, so I was right up front there, and
16 they're not planning on having the gaming right
17 in your face when you walk in. The first thing
18 you're going to see is people eating, that's
19 their main thing. She is an amazing cook and she
20 needs to spread that with people in this small
21 neighborhood because she is part of this small
22 neighborhood; and people need to realize that
23 people from this neighborhood who want to go for
24 their dreams shouldn't be put down because they

1 want to add a little bit of quiet entertainment,
2 not live entertainment, not nothing you're going
3 to be able to hear outside the building, but just
4 something a little extra on top of them wanting
5 to provide very good food for their community.

6 Thank you.

7 CHAIRMAN LEMBERG: Thank you.

8 MR. PLONCZYNSKI: Brian Buelow.

9 MR. BUELOW: Brian Buelow, 496 Knoll Crest.
10 I'm a business owner. I don't own a business in
11 Bartlett. I own a business in Elk Grove Village.
12 I own a building in Elk Grove Village. I would
13 like -- and have seen Bartlett a lot of the
14 businesses close. Right down the street here
15 you've got the strip shopping center that the
16 grocery store is closed, Ace Hardware is closed.
17 All those places have closed. A lot of places
18 are closing up around here, and I think as a city
19 and a tax base, you would want to bring in good
20 people, which Peter and Daniela are, to open a
21 business to help with the tax base and also give
22 the people of the city something to do. There is
23 really nothing to do down here. You can come
24 down and get on the train. There is Toots, there

1 is TLs for restaurants, but other than that we
2 don't usually come down and eat here, so this
3 would give us another opportunity to come to the
4 downtown and maybe visit the bike shop or
5 whatever.

6 You know, I don't know, but I think that
7 people, like my daughter said, people that are
8 going off their dream, you know, they should be
9 allowed to do it. You've heard a lot of people
10 talk about we should do this, we should do that.
11 Great. Let them open a business. Let them
12 invest their money in the city. I don't see them
13 doing it. I don't see a lot of people doing it.
14 I think that's the big thing here, you have to
15 decide whether you want people to invest in the
16 city or not and that's really what it comes down
17 to, so thank you.

18 CHAIRMAN LEMBERG: Thank you.

19 MR. PLONCZYNSKI: Sherri Buelow.

20 MS. BUELOW: Yes, my name is Sherri Buelow,
21 496 Knoll Crest also. Again, we've known Peter
22 and Daniela. They are, like my husband and
23 daughter said, extremely good people. It's
24 disappointing to hear people talk about them as

1 if they're trying to destroy Bartlett.

2 There is a niche that needs to be filled
3 down here. I come downtown all the time with my
4 grandchildren on the train. I would love to have
5 a place to stop and have a quiet, little cup of
6 coffee, get the kids a pastry, and get on the
7 train. Same coming home. Not everyone wants to
8 go to a large, big bar. A nice quiet little
9 place for conversation, talk, have a snack,
10 appetizers, whatever, and Daniela is an amazing
11 cook. A nice quiet little glass of wine before
12 you go home. I don't understand why that is such
13 a nefarious plot. I really don't. There are
14 gaming machines in many businesses in town. It
15 has not destroyed them. It hasn't ruined the
16 neighborhood.

17 They mention Moretti's. Same amount of
18 children go to the Moretti's now that did before
19 the gaming machines came in. It's not a bad
20 influence. They're not allowed to use them.
21 They're just in the corner.

22 It is nothing more than a supplement to
23 revenue. When it's slow, you might have somebody
24 play a few games and supplement your income.

1 That's why places are putting them in. They're
2 not trying to turn anything into a mini Las
3 Vegas. We've got a casino down the street. If
4 those type of people want to go for hardcore
5 gambling, that's where they're going to go. A
6 few little gaming machines for supplemental
7 income for your business is not going to destroy
8 Bartlett.

9 Again, we've known Peter and Daniela.
10 They're good people. I personally would stop and
11 buy pastries on my way to work for my office
12 every morning. It's a cute idea and a nice
13 little place to go and it's an alternative to
14 what is down here now, which is just nothing but
15 mostly actual larger, louder bars. A small
16 little place. Something that only seats 12 to 20
17 people isn't go to cause enough noise to hurt
18 anybody. Thank you for your time.

19 CHAIRMAN LEMBERG: Thank you.

20 MR. PLONCZYNSKI: Ross Senft.

21 MR. SENFT: Hi. My name is Ross Senft. I live
22 at 882 Prairie Avenue here in Bartlett. Pete
23 told me about his idea that he had and I think
24 it's great. I own my own business also and I

1 travel all over the area to visit my clients. A
2 lot of times when I leave, I'm looking for a
3 place that I can stop and pick up a coffee or
4 something to eat in the morning. A lot of times
5 I drive right past that and there is no where to
6 go and I end up going somewhere else and I stop
7 in another town, so it would be a great thing to
8 have that I can stop there in the morning if I'm
9 driving to a client or getting on the train going
10 downtown, I could get something to eat. The menu
11 looked good too, so I would definitely do it; or
12 if I'm coming back, I can stop, grab something
13 there, something to eat for lunch.

14 On occasion, you know, I go out to some of
15 the different restaurants or bars to watch a
16 game. You know, I went out last night to watch
17 the Cubs game. Both places I was at actually had
18 gaming machines and I didn't use them, but most
19 of the time when I go out, I almost never use the
20 gaming machines. Every once in a while I'll sit
21 down and play one or two games. I don't think --
22 I can't imagine anybody goes to a bar in Bartlett
23 for the purpose of playing gaming machines
24 strictly. We're going out to have a good time,

1 we're going out to hang out with our friends,
2 watch a game, have some food. If there happens
3 to be a machine there, we'll sit down and play it
4 a couple of times. That's about it. I don't
5 really see any harm, and I've never seen anybody
6 sit there for ten hours straight and waste their
7 whole day. I think it's just something fun. I
8 think it would be a great place to go. I think
9 it would be a good place to stop in the morning,
10 stop in the afternoon, and have a good time.
11 Thank you.

12 CHAIRMAN LEMBERG: Thank you.

13 MR. PLONCZYNSKI: Richard Koy.

14 MR. KOY: Hi. My name is Richard Koy. I'm
15 over on Timberline Drive. The -- pretty much
16 everything has been said, which I can add to, but
17 the only thing I would like to bring up is the
18 amount of parking they're talking about because
19 during the daytime there is not a whole lot of
20 gambling going on during the time that the
21 doctor's office would be open, so I don't think
22 the parking would be a major conflict going on at
23 all until nighttime. The doctor's office should
24 be closed by then anyway, so that's about it.

1 Thank you.

2 CHAIRMAN LEMBERG: Thank you.

3 MR. PLONCZYNSKI: Judy Szura.

4 MS. SZURA: It's Szura, and I live in
5 Elk Grove Village, Illinois. The reason I'm here
6 is because I'm a frequent -- I ride the Milwaukee
7 West line every single day from downtown home.
8 I've done that for 15 years, acquired a lot of
9 train buddies who live from Bartlett to Elgin to
10 Geneva to Carol Stream and as well as Elk Grove
11 Village.

12 Bartlett is our hub, middle of the ground
13 kind of location, on a Friday night when we want
14 to kick back after a long, hard week of working.
15 Bartlett is it. We ride the train here. We go
16 to TL's. We've done Tipsi Monkey. We also
17 joined the zumba at Studio Energia over by
18 Savoury. We have little groups, train buddies,
19 that do this. Some of our friends want us to go
20 to Geneva because Geneva has better restaurants.
21 I like it because it's closer for me to Elk
22 Grove.

23 Elk Grove has a ton of gaming. I have
24 children that live in Elk Grove, and I can

1 honestly say I was one of those fearful people
2 that said here goes the neighborhood. If you
3 ever pass one of those places, there is two cars
4 in front of it. Stating, you know, if you only
5 have four machines, four people can only use the
6 machines at a time. I tried your Stella's here.
7 There was two cars in front of that location.
8 Doesn't really have a lot.

9 The reason I'm here is because out of our
10 group of eight people who are train buddies, two
11 of them are single parents. On a Friday night,
12 nobody wants to get caught drunk driving. They
13 can take their train at 10:26 and we all disperse
14 and we go to our respective locations, go back
15 home. It's a safe environment to go back home,
16 yet still have a place in Bartlett to meet.

17 This sounded like a good idea when I read
18 it in the newspaper and sounds like from
19 listening to people that it's a fun place where a
20 group like my friends would enjoy and I'm just
21 here to say that, you know, Bartlett does need
22 more opportunity than TL, Tpsi Monkey. Lucky
23 Jacks hasn't been open for how long. It needs to
24 grow because when we do go to Geneva, there are a

1 ton of opportunities to eat there and people are
2 going there. It's a long drive and the drinking
3 and driving, I'm just totally against.

4 When I went into Stella's, I maybe put a
5 20 in the machine, but it's the camaraderie of
6 sitting in the front area, being single, two
7 single women and married women, we don't want to
8 go to a bar and talk to people. We would rather
9 just integrate with ourselves and have a good
10 time. When we went to Tipsi Monkey, it's a very
11 tiny, little bar, so they have a lot of seating
12 in a very tiny, little place, and everybody seems
13 to enjoy themselves. It just seems it's a great
14 opportunity for people like me and my group of
15 friends that would enjoy a place like this and
16 feel safe and secure in an environment because
17 Bartlett has great police and safe environment.
18 Thank you.

19 CHAIRMAN LEMBERG: Thank you.

20 MR. PLONCZYNSKI: Larry Robisky.

21 MR. ROBISKY: How you doing. Larry Robisky.

22 I live at 890 Kane Street, South Elgin. I've
23 known Pete and Daniela for about four, five
24 years. I don't know much about the seating and

1 parking stuff. They're both good people. They
2 have experience. They know what they're doing.
3 I'm sure Pete can handle any problems that come
4 up. They're investing some hard earned dollars
5 and trying to make a go of it. I'm sure they'll
6 do a good job. That's about all I got to say.
7 Thanks.

8 CHAIRMAN LEMBERG: Thank you.

9 MR. PLONCZYNSKI: Theresa Materna.

10 MS. MATERNA: Hi. My name is Theresa Materna.
11 I live at 329 North Avenue in Bartlett. A lot of
12 what I wanted to say has already been covered, so
13 I'm not going to repeat things. The one thing
14 I'm concerned about is having video gaming close
15 to a residential area, that's my -- one of my
16 primary concerns. The square footage, I think we
17 talked about. We've seen that.

18 The other thing I'm going to put a little
19 twist on this because I'm a nurse, there are
20 negative effects of video gambling, of gambling
21 in general. Effects that can be long -- felt
22 longly -- long after the effect on a community,
23 on individuals, on homes. You have potential
24 loss of income. You have change in family

1 dynamics, and I'm talking from experience because
2 I do have a family member who has a gambling
3 problem, so there are changes in family dynamics.
4 There's, like I said, loss of wages. There is
5 the potential and would -- I know a couple video
6 gaming machines probably aren't going to make a
7 huge difference, but when you accumulate that
8 with the ones we have in Bartlett, I think it's
9 heading in the wrong direction.

10 Other negative effects on the community
11 are crime; and from a medical point of view, the
12 National Institute of Health does list
13 pathological gambling as a mental health illness.
14 Now, I'm not saying everybody is going to be
15 running and going to your restaurant who is a
16 pathological gambler, but the potential is there
17 for any facility that has that.

18 Some of the -- the other thing, I'm going
19 to switch gears again here, is you have to have a
20 liquor license to have this facility. I looked
21 on the menu that was listed. I believe, there is
22 no list of -- I didn't see any liquor on the
23 menu. I saw cappuccinos and coffee and different
24 stuff, but I didn't see a place with any liquor.

1 If this is going to be a facility that serves
2 liquor, what type of liquor are you going to
3 serve and where is that listed on the menu.

4 The other thing is my husband and I, we
5 were just in California, and we had a chance to
6 go to a bistro and we went there and they didn't
7 have gambling. It was a beautiful place. It was
8 a nice family atmosphere, one that I felt
9 comfortable bringing my 87-year-old aunt to,
10 granted she had problems getting up on a
11 five-foot seat at a table, but -- and then you
12 have to look at in general is the video gambling
13 something the residents of Bartlett want in their
14 residential community that is so close to homes.

15 I think the idea of the bistro is a good
16 idea and I think we could use extra restaurants
17 in the downtown area, but to include the
18 gambling, I'm not so sure of. I didn't think I
19 was going to say that coming up here. Your plans
20 to me look better than what I thought they would,
21 but, again, I think a lot of what the people here
22 are focusing on is the gambling, and I think that
23 has to be a concern when we have so many other
24 facilities, and it just seems Bartlett is going

1 in the wrong direction as far as that. Yes, it
2 can bring income into the town and I know with
3 the state of Illinois without a budget, any extra
4 income is a good thing, but I just don't think
5 that this is the way to go for that.

6 CHAIRMAN LEMBERG: Thank you.

7 MR. PLONCZYNSKI: Art Johnson.

8 MR. JOHNSON: I think Bartlett needs choices.
9 I mean, a lot of people would say we have too
10 many pizza places, but yet you opened -- gave a
11 license to Marco's and yet we have V&Vs, we have
12 Moretti's. We have so many other pizza places
13 when you decided to give Bartlett residents a
14 choice because like bars and pizza places,
15 they're unique. They take on an atmosphere of
16 their own and it's not like he's got a bar with
17 500 seats. He's got an intimate environment
18 that's either going to make or break it on its
19 own. The gambling, four seats in a bar or a
20 restaurant, aren't -- isn't going to make or
21 break the restaurant. It may help it survive,
22 but it's the atmosphere in the rest of the bar
23 and restaurant that's going to make or break it,
24 and I feel the Bartlett residents have made

1 choices in the past. You look at Nest Cafe that
2 you guys supported, gave variances to, and
3 everything else, but the Bartlett residents
4 rejected it as a restaurant. I think that will
5 be -- all this guy is asking for is a chance to
6 let the Bartlett residents decide whether this is
7 a viable business.

8 I don't feel the gambling is any big
9 issue. You got four seats. What's four seats?
10 It's nothing. I mean, let Bartlett residents
11 decide whether the food, the drink that he offers
12 is worthwhile. You've all seen it. You've seen
13 restaurants, you've seen bars come and go. Give
14 him a chance. He may actually offer something
15 that maybe turn into a television show like
16 Cheers and have an atmosphere that people want to
17 come into, something intimate. Thank you.

18 CHAIRMAN LEMBERG: Thank you.

19 MR. PLONCZYNSKI: Lisa Troyke.

20 MS. TROYKE: I'm Lisa Troyke. I live at
21 227 West North Avenue, a block and a half away
22 from the intended bistro.

23 First of all, I would like to say to you
24 not one person within our neighborhood or within

1 the group, to my knowledge, thinks you're a bad
2 person or wishes you not to succeed. Many of us
3 have owned our own businesses. Most of us, I'm
4 sure, have worked. I've worked for myself in my
5 own business, in Roselle and in Northbrook. My
6 husband owns his own business of which we now run
7 out of our Galena home and serve the community
8 around here with custom furniture, but first off
9 to the gentleman who said let us open our
10 businesses, our taxes will pay in one year the
11 revenue that you will give Bartlett in probably
12 ten years. It's not that much, and it infuriates
13 me that someone would say that because he's a
14 good guy we should just let it go.

15 Our concern is not a bistro, not a
16 restaurant, not coffee and donuts. Certainly
17 that was never ever the problem. The problem has
18 all been with the video gaming a block and a half
19 away from our homes. It's too close for video
20 gaming.

21 Pam was correct, how much do you need?
22 Are you selling your souls for two grand a year?
23 What do you anticipate in tax revenue from these
24 video games?

1 MR. PLONCZYNSKI: I have no idea. I can tell
2 you --

3 MS. TROYKE: When you had the first meeting,
4 you knew you got like \$18,000 from nine
5 restaurants.

6 MR. PLONCZYNSKI: We get about that much a
7 month from what's there. It's based on the
8 gaming play, how much is played. That's the
9 revenue that's generated.

10 MS. TROYKE: From nine restaurants and you're
11 saying now you get \$18,000 a month or a year?

12 MR. PLONCZYNSKI: A month.

13 MS. TROYKE: A month?

14 MR. PLONCZYNSKI: Yeah. It's over \$100,000 a
15 year. I mean, this is a printout from the State
16 that Peter had and it's \$90,000 a year from --
17 not a year. It's from January to August of this
18 year. That's how much revenues the Village has
19 realized as its share of the video gaming.

20 MS. TROYKE: In a year?

21 MR. PLONCZYNSKI: No. It's from January to
22 August of this year by the entities that already
23 have gaming, and this is public record. It's on
24 the State's website. I'll enter this as an

1 exhibit.

2 CHAIRMAN LEMBERG: Okay.

3 MS. TROYKE: My question is would you want
4 this video gaming open till 2:00 a.m. and
5 midnight a block and a half from your home?
6 Would you want that located till 2:00 a.m. at
7 your home? A restaurant is one thing. The video
8 gaming is really another. If Bartlett sells its
9 soul for all the video gaming and the people who
10 are left there from midnight to 2:00 a.m. or
11 10:00 to 2:00 a.m. and the money they put in
12 those machines, if that's worth it and that's
13 your vision, it's a sad day.

14 CHAIRMAN LEMBERG: Okay. Thank you. Next.

15 MR. PLONCZYNSKI: Gary Pllice.

16 MR. PLICE: That's me, Gary Pllice. I was here
17 previously as well. Again, as has been said, I
18 think our petitioner seems like a really nice guy,
19 and I wish he would have picked a better location
20 for setting up his business. I know there are
21 empty spots in the town center. There are --
22 there is a building that previously housed
23 Poundcakes bakery on Railroad Avenue adjacent to
24 JC's that is available for sale or lease as we

1 speak and that was a going bakery. The only
2 reason that bakery ever went out of business was
3 because the owners retired, otherwise it would
4 still be there and still serving downtown with
5 all those same kind of things that we're talking
6 about for during the daytime hours. That would
7 be a great spot, a much larger place.

8 This is -- this is tiny. 12 of the 28
9 seats are outside. I've heard it said that in
10 this part of the country we have four scenes,
11 almost winter, winter, still winter, and
12 construction, so for three of those seasons, that
13 12 seats outside remains unoccupied. He's got to
14 make it on what's inside. Tight space. Tight
15 space to run a real restaurant. I cannot imagine
16 making this a destination when I got to wait for
17 each individual dish one at a time to come out of
18 a turbo oven. It just boggles to me.

19 You know, if this is approved, I wish him
20 good luck. I expect that they'll last about as
21 long as the Brunch Box did adjacent to Platform
22 18, which is to say not very long. It's not
23 something that's convenient for people making the
24 train in the morning to trek to. They're in a

1 hurry to get to their train because the station
2 is across the street from them, from this area,
3 and when they come home, they're on their way
4 out.

5 I just cannot see how this is a viable
6 location for a restaurant of this type. If it
7 was a carry out pizza place, maybe that would
8 work because you wouldn't have to worry about
9 seating. You could have a restaurant like that.
10 They said there is a lot of pizza places in
11 Bartlett. Maybe there is room for one more.

12 It's -- the gaming part doesn't set me off
13 so much as the fact that I know that on a
14 previous occasion a petitioner with a Stella's or
15 something like that came in wanting to put a
16 location in the town center and they were
17 rejected because the Village believed that it was
18 too close to the residents who live right above
19 the town center in those apartments above there;
20 and I have to submit that if it's too close when
21 they're in the town center, it's too close to me
22 too. I live half a block away from this
23 location, and I would prefer not to have action
24 going on at 2:00 a.m.

1 Honestly, I don't really believe that it's
2 going to survive, but if it did, and it would
3 probably not be fun for me to have that going on
4 next door. Thanks.

5 CHAIRMAN LEMBERG: Thank you.

6 MR. PLONCZYNSKI: Diane Ribbon.

7 MS. RIBBON: Hi, everybody. Diane Ribbon. I
8 live at 500 West Oneida Avenue. Just down from
9 Bartlett Hills. Try to get through my
10 intersection at Western and Oneida 5:00 at night.

11 My history here is this is my second
12 Village hall in my lifetime. The first one when
13 I moved here in 1964 when there was only 384
14 people in this town and I was eight years old,
15 and I've lived in my house 51 years and I've seen
16 a lot of things go down in this town and I have
17 seen a lot of shameful, shameful things happen.

18 When I come in off of West Bartlett Road,
19 it's beige. That building where this is going to
20 go in is my doctor's office. That was built
21 originally as our grocery store because we didn't
22 have anything else. You had to go to Jewel in
23 Streamwood. My mom didn't drive a car. My dad
24 didn't live with us all the time. We had two

1 cops. There wasn't an ambulance. We had gravel
2 roads.

3 I have seen some crap go down in this town
4 that I'm so ashamed of, let alone saying that I
5 live in the frickin' state of Illinois. We pay a
6 hell of a lot of money to live here and all I see
7 is beige when I come in off of West Bartlett
8 Road. I see trees that were put in in front of
9 trees. I see banners that are so damn ugly. Who
10 picked them out? Who decided all this stuff for
11 us? It wasn't anybody in my family and it wasn't
12 any of these people and we're tired of it.

13 Bartlett Hills, they're expanding their
14 bar. That's a new clubhouse. Did you ever go to
15 the old one? It was really cool. It was a barn.
16 It had a huge, giant ass bar. My dad started
17 golfing there before I was born. He was a caddie
18 when he was a teenager. There was a lot of
19 drinking going on. Now I get to experience these
20 jerks leaving Bartlett Hills and speeding up and
21 down my drive, up and down Oneida. I call the
22 cops. I'll press charges. I don't care. I
23 don't want this in my neighborhood. I love you
24 people. I think you got a good thing going on.

1 I think you need to put it somewhere else.
2 That's also my doctor's office. That was the
3 people that gave my parents the loan for our
4 house, Hanover Wayne Savings and Loan.

5 When I was a kid, my first job was Lucky
6 Jacks, which wasn't Lucky Jacks because that shit
7 hole of a place should be burned down. It was
8 The Eck and people came from miles around to get
9 a fish fry because I answered the phone and they
10 came from Evanston, and I could walk home at
11 midnight at 12 years old and not have one person
12 bother me. I don't have that in my town anymore.

13 When they put Oneida all the way through
14 up to God knows where, these people discovered
15 there is another end of Oneida and believe me we
16 get them, and I feel like I live in the last
17 bastion of sanity in this town. It has been
18 overbuilt. We need to fix the population sign
19 because there is a hell of a lot more people than
20 45,000 people here and I'm tired of it. I'm
21 tired of it looking dirty. I'm tired of garbage
22 on the streets. I'm tired of people throwing
23 crap out of the their windows. I'm just tired of
24 it and I'm tired of the bullshit that goes on

1 with this stuff here.

2 You know, more people like me need to get
3 up here on a more regular basis. I have spent
4 three years of my life on the mental health board
5 with Hanover Township. You want to see about
6 struggles with people, people with addictions,
7 alcohol, gambling, you name it. You know, how
8 much are people supposed to take and you're
9 saying we're getting \$100,000 in revenue or
10 whatever from all this gaming going on in
11 Bartlett. Can't we figure something else out?

12 You know, I would love to have another
13 place to go to get a cup of coffee. My dad spent
14 almost every day of his life up at Humbracht's,
15 which then turned into Whistle Stop Cafe, then
16 Fried Green Tomatoes, now it's a Mexican
17 restaurant. You know, I think everybody was just
18 waiting for all the old-timers to die so nobody
19 would remember what it was like. I'm mad.

20 CHAIRMAN LEMBERG: Okay. Thank you.

21 MR. PLONCZYNSKI: Thanks. Nahren Khoshaba.

22 MS. KHOSHABA: Hello. I'm Nahren Khoshaba. I
23 live at 271 Shawnee Circle in Bartlett. I'm a
24 pharmacist and I came across this place driving

1 by and saw it was for lease and I thought why not
2 a pharmacy next to a doctor's office. So I did
3 some research, found out that there isn't a
4 compounding pharmacy within maybe a ten-mile
5 radius. So I thought, okay, maybe it would be
6 great to have it in this location and why not
7 next to the three highest prescribers in
8 Bartlett. So I did more research and I found out
9 the square footage is perfect for a pharmacy and
10 I think that would be nice to have in this town
11 because there aren't any independent pharmacies.
12 There is the Walgreens and CVS, but independents
13 compete just as well with the other big chains
14 because people feel more comfortable, just like
15 you do with your doctor's office, with your
16 pharmacist because they come to you for
17 everything, and it just makes more sense to me to
18 have it and it's already zoned for a pharmacy, so
19 you don't even need to have a conversation, so
20 all set. I don't think anyone would complain
21 having a pharmacy there. I think it would be a
22 good idea. That's all I got.

23 CHAIRMAN LEMBERG: Thank you.

24 MR. PLONCZYNSKI: Ray Deyne.

1 MR. DEYNE: It's a little unusual to be on
2 this side of the microphone. Good evening,
3 commissioners. My name is Ray Deyne. I live at
4 511 West Morse. I'm here tonight to give you my
5 thoughts on the downtown area and Daniela's
6 Bistro in general, just generally.

7 I know that people this evening spoke from
8 their hearts. They have some very sincere
9 feelings. The statements I'm going to make this
10 evening also came from my heart. We currently
11 have approximately 20 percent or higher vacancy
12 in the downtown area. There are businesses there
13 that have made overwhelming financial commitments
14 and are dying. We, obviously, need to do
15 something to improve this area. Maybe something
16 as simple as granting this petitioner's request
17 this evening and somehow increasing pedestrian
18 traffic. The TIF was recently voted down, and I
19 believe we turned our backs as a village on the
20 struggling businesses. Tonight you have the
21 opportunity to send a message to the Village
22 board that we must do something to help the
23 downtown area.

24 You have a petitioner before us this

1 evening who is requesting a special use for
2 outdoor seating and a liquor license. Tonight
3 you have someone that is willing to make a
4 financial investment in our downtown area. He's
5 sitting here before us this evening. Previously,
6 when his request was denied, he listened to the
7 changes and alterations suggested by the Village
8 board and he is here again this evening with
9 those suggested changes making it more of an
10 actual bistro and not just a gaming facility.
11 He's planning a second washroom, he's changed the
12 seating capacity, and has reduced the number of
13 gaming station.

14 I personally am not a proponent of
15 gambling, of gaming. Let's face it, the video
16 gaming is here, so let's try and use it to our
17 advantage. Right now the Village board is
18 looking for ways to restructure gaming, but at
19 the present time nothing is in effect. We must
20 deal with the present. Hearing so much about the
21 type of people these gaming facilities bring in,
22 well, I'll tell you if a person wants to gamble,
23 he'll find a way to do it and a place to do it.

24 I personally have visited the gaming

1 facilities that we have in the village for
2 observation purposes only. The gaming facilities
3 in this village and what I observed were older
4 people playing video penny and nickel slots. It
5 appeared that they were not there to spend
6 hundreds of dollars, but they were there for
7 relaxation, entertainment, and maybe just to get
8 out of the house. There was no evidence of rowdy
9 or unruly people. So in my opinion, in my
10 opinion, the argument of undesirable people just
11 doesn't mean a lot.

12 I don't believe that Daniela's location
13 will bring any disruption to the surrounding
14 occupants and residents. In fact, some of the
15 gaming facilities that we currently have in the
16 village are located very closely to residential
17 homes and there have been no complaints, to my
18 knowledge. In fact, after a while, I don't think
19 that these residents will even know or care that
20 they're there. It is bordered to the north by a
21 hair salon, the Spin Doctor, and Oneida Avenue;
22 bordered to the south by Bartlett Avenue and the
23 Metra trail line; bordered to the east by Hickory
24 Avenue and Associated Bank parking lot; and

1 bordered to the west by Alexian Brothers Medical
2 Group and a parking lot. The closest resident is
3 approximately 200 feet north and I can't think of
4 a better location for this bistro to be located
5 at. I may be off on the 200 feet because I came
6 up short on the green today with the nine iron,
7 so I'm not sure on that.

8 This site has been vacant for some time.
9 Now, we finally have someone who's interested in
10 this location and our downtown area. It's called
11 a new business. I ask you not to turn your back
12 on them. They should be treated like any other
13 business, any other business opportunity and
14 subject -- and not subject, and I say this again,
15 not subject to moral objections. There are no
16 variances and all the remodeling will be in
17 compliance with our Village codes. Let's give
18 this petitioner an opportunity. Do something
19 tonight to try and help the downtown area and
20 Bartlett in general. I urge you to recommend
21 approval of the petitioner's request for
22 Daniela's Bistro and send a message to the
23 Village board that we support growth in downtown
24 and the Village of Bartlett. Give Daniela's a

1 chance. He wants to make an investment in our
2 village. Again, don't turn your back on him.
3 Thank you very much.

4 CHAIRMAN LEMBERG: Thank you.

5 MR. PLONCZYNSKI: That was all we have.

6 CHAIRMAN LEMBERG: Is there anyone else in the
7 audience, comments, questions?

8 Okay. Close the public hearing.

9 You have a question?

10 MR. A. HOPKINS: I have a question for the
11 petitioner, if he wants to step up. Obviously,
12 we've heard from lots of people tonight on --
13 lots of different things.

14 My question is who is your target market?
15 Who is going to be coming in to video gaming
16 because that seems to be the biggest issue.

17 MR. ZAIKOWSKI: Or target market are adults
18 from the age of 35 to 65. Some place that some
19 people want to come in for a quiet place, come in
20 have a cup of coffee in the morning, read the
21 newspaper, relax, come in the afternoon. I don't
22 know if you've been in the downtown area, I've
23 been there and I've done some research during the
24 day. It's a ghost town during the day. People

1 are worried about parking. There are two cars in
2 the parking lot. I've been down to that area
3 multiple times, in the morning on a Saturday,
4 even with the doctor's office, there is never
5 more than five cars in the parking lot. It is a
6 very -- the only traffic that I see is when the
7 train pulls in and people are all leaving because
8 it's crazy. You can't get anywhere. You're
9 waiting. I understand that. I've been caught in
10 that. I feel for them for that, but our bistro
11 isn't going to be causing tons of traffic. We're
12 12 seats. We're looking for a small, little
13 place.

14 Downtown area the restaurants have not
15 been successful. If I thought we could do it on
16 our own, I wouldn't even put the gaming in there.
17 The gaming is going to help me keep my doors
18 open. As you see, I moved from five to four.
19 You know what I mean. I've added more restaurant
20 space. The reason we started out so small before
21 it's expensive. It's expensive. We were hoping
22 to start with just one bathroom. You know what I
23 mean. When you're starting a new business,
24 putting in 70-, \$80,000 of your hard earned --

1 it's my wife and I hard earned savings. It's our
2 life savings. Everyone said it's too small, it's
3 too small. Well, we secured a loan. We've got
4 money. We're going to put in a second bathroom.
5 We're going to try to improve the downtown area.

6 Personally, I would come to everyone's
7 house and make sure everyone is happy every week.
8 Is there anything wrong? Can I help you? Did
9 somebody leave a cup on the ground? I'll be
10 happy to come pick it up. I'll keep an eye on
11 it. I love Bartlett. We're here.

12 The one issue with the lady, she said
13 she's better off putting a pharmacy there. That
14 would be great. The issue is that she's
15 mentioned that two months ago when she talked to
16 the landlord. She did call and inquire about it.
17 She's never seen the place. No one has actually
18 come and seen the place. They've gotten calls
19 people inquiring about it, but no one has
20 actually gone and looked at the place, so by
21 someone saying up here we're going to put this in
22 there, until they put it up in front of you, you
23 can't really come up and say don't give it to
24 him. I'm going to do this. I don't think that's

1 fair.

2 MR. A. HOPKINS: Let me ask this, obviously,
3 since you're opening up this type of
4 establishment, you've been to other establishments
5 like this, what kind of patrons are there? What
6 kind of customers are --

7 MR. ZAIKOWSKI: Older people. The age is from
8 35 to 65. You've got a lot of older retirement
9 villages here and homes. It's a place for, like
10 I said, someone in the afternoon to come have a
11 bagel, have a flatbread, sit down outside, sit
12 inside, relax, read the paper. We switched our
13 hours from 6:00 a.m. to noon, no liquor, no
14 gaming, just so we can be strictly a coffee shop
15 and bakery.

16 A lot of trustees and the people in the
17 village said they wanted that. We're willing to
18 adjust. If I find out later on they want
19 something else, our menu will change. You know
20 what I mean. As a growing or beginning business,
21 you have to be able to change and make
22 modifications. I'm willing to work with the
23 city. I'm willing to do anything I can to start
24 my own business. I don't think it's fair to be

1 judged on something that they don't know that
2 much about. I mean, everyone is speculating.
3 I'm trying to tell everyone we're going to do
4 what you ask. I hope that answers your question.

5 MR. A. HOPKINS: That answers mine. I have
6 questions for Jim.

7 I know I asked this before, with the other
8 gaming establishments that are in town has --
9 what kind of police activity has been there or is
10 there any noise violations or anything?

11 MR. PLONCZYNSKI: Our police chief has stated
12 in public, and that question was put to him at a
13 committee meeting, he has no problems in any of
14 the video gaming facilities.

15 MR. A. HOPKINS: And then -- as some of the
16 residents have stated that this is a red herring,
17 that he's going to get in there and he's going to
18 change things. What happens if he opens up and
19 he deviates from his site plan and he only has
20 two bar stools there and he eliminates tables?
21 Is there anything that the Village can do to say,
22 hey, this is not what you said you were going to
23 do?

24 MR. PLONCZYNSKI: This site plan will be part

1 of an ordinance just like when you -- if it gets
2 recommended, there are conditions and findings of
3 fact. The site plan becomes part of that
4 ordinance. Deviating from it is tantamount to an
5 ordinance violation and the Village would enforce
6 that just like they do with any other site plans.
7 Just like if the industrial building doesn't
8 build what you saw tonight or Spring Lakes
9 doesn't build the playground that you saw, those
10 would constitute ordinance violations and we have
11 an enforcement procedure.

12 MR. A. HOPKINS: And the same thing, if there
13 is noise complaints or there is police activity,
14 you know, can the -- you know, what can the
15 Village do to basically the business owner?

16 MR. PLONCZYNSKI: Well, a noise complaint would
17 be a nuisance complaint. He would be sent --
18 there would be a police call and he would be sent
19 a violation of that ordinance. There is a local
20 administrator that you could be subject to fines
21 for something like that. Police activity where
22 there is an arrest and that kind of stuff, I
23 wouldn't know exactly, but it would be just
24 handled like anywhere else in town.

1 MR. A. HOPKINS: All right. Thank you.

2 MR. CONNOR: I do have a question. Pete, in
3 your pro forma, do you have any percentage split
4 what you think your receipts will be between the
5 revenue from the restaurant and revenue from the
6 gaming?

7 MR. ZAIKOWSKI: 30 to 70. 30 percent gaming
8 and 70 percent from the food and liquor.

9 MR. CONNOR: Okay. The question about the
10 prep area or whatever, can you kind of tell us
11 how that's laid out?

12 MR. ZAIKOWSKI: This area right here is the
13 kitchen and prep area. I know people were
14 concerned about where are we going to have
15 refrigeration and freezing. This bar countertop
16 here will have all refrigeration and freezers.
17 They'll be ten feet -- it's actually three -- two
18 refrigerators and one double freezer here. There
19 will be a double freezer back here with an ice
20 machine.

21 On the top countertop is where we'll put
22 the oven and the coffee machine. I know people
23 were like how can they make coffee. Technology
24 is wonderful. As you saw that oven, there is a

1 machine that's not much bigger than that that
2 will make 30 different types of coffees. I don't
3 have to fill it. I mean, I just stock it and
4 fill it from time to time and you hit a button,
5 it makes your cappuccino, it makes your latte.
6 It makes everything that you want to. They're
7 expensive, but for a place this small we have to
8 make that investment so we can satisfy our
9 customers.

10 The sink area right there is where all the
11 prep work will be done. There will be a little
12 refrigerator with a shelf where you open it up
13 and we can make our salads. We can do everything
14 right there. There is more than enough room.

15 With the technology, and I know everyone
16 is worried about the space, they make so many
17 state of the art technology. They go above them.
18 There is drawers. It's amazing what we can do.
19 We've already planned it all out. If that's what
20 it takes, I'll be happy to show it to you as
21 well. (Indicating.)

22 MR. CONNOR: Thank you.

23 CHAIRMAN LEMBERG: Anyone else have questions?

24 MR. COOK: I have one for Jim. Jim, there was

1 some concern raised about the outdoor seating and
2 the sidewalk, the space on the sidewalk.

3 Has that been reviewed and does that fall
4 within the guidelines?

5 MR. PLONCZYNSKI: We tried to depict it on
6 this picture. I don't know if you can see it,
7 but this is, obviously, seven feet marked here
8 across the front and you've got a pretty wide
9 area here. You've got a full, you know,
10 four-foot wide concrete and then you've got the
11 brick paver area, so there is at least ten feet
12 of sidewalk. It's at least as wide, if not
13 wider, than some of our other outdoor seating
14 areas in the downtown and throughout the shopping
15 centers. There is plenty of room. (Indicating.)

16 MR. COOK: Okay. Thank you.

17 CHAIRMAN LEMBERG: Anyone else?

18 We'll be looking for a motion to increase
19 the outdoor and indoor seating capacity.

20 MR. A. HOPKINS: Did you want to recognize
21 anybody else?

22 CHAIRMAN LEMBERG: No. The hearing has been
23 closed -- increase the outdoor and indoor seating
24 capacity of the bistro and to alter the floor

1 plan to include two restrooms in conjunction with
2 a bistro video gaming establishment and a special
3 use permit to serve liquor and to include the
4 conditions and findings of fact.

5 Is there a motion?

6 MR. MIASO: I make the motion to approve. So
7 moved.

8 MR. A. HOPKINS: Second.

9 CHAIRMAN LEMBERG: Any further discussion?

10 MR. M. HOPKINS: Yes. I would like to let you
11 know that I object to the findings of fact.
12 Specifically, item J i and J ii. J i says their
13 proposed video gaming establishment serving
14 liquor and providing outdoor seating -- notice it
15 doesn't mention restaurant, by the way -- at 300
16 Bartlett Avenue is desirable and will provide a
17 service and facility which is in the interest of
18 public convenience and will contribute to the
19 general welfare of the community.

20 I object to that and I object to the
21 following one, that this use will not under the
22 circumstances of the particular case be
23 detrimental to the health, safety, morals, or
24 general welfare of persons residing or working in

1 the vicinity or be injurious to property value or
2 improvement in the vicinity. That's my comment.

3 MR. ZAIKOWSKI: I have a question. Can I ask
4 a question on that or no?

5 CHAIRMAN LEMBERG: No.

6 MR. A. HOPKINS: I just want to say that, you
7 know, this came before us, obviously, before and
8 when I first saw -- when I looked at the old site
9 plan, this is just another business owner trying
10 to come in and take advantage of the gaming laws
11 and stuff; and when I saw it come back again and
12 the changes that he made -- I didn't like before
13 that there was nine total seats. I thought that
14 was ridiculous, and he's come back and he's added
15 a lot more seating.

16 Obviously, the outdoor seating is not
17 going to get taken advantage much, but there is
18 at least 12 seats going to be on the inside now;
19 and as one of the people that spoke, I think it
20 was Judy where my concern was, you know, what
21 happens if you have a group of people and there
22 is only nine total seats, you couldn't bring a
23 group of people in there. Now, you can.

24 He's made changes. He lives in the

1 community. This is, obviously, something he's
2 going to open up in the morning and have these
3 bakery items. I think this shows this is a
4 business owner that wants to make this
5 successful, wants to do good in the community, so
6 I commend you for coming back and making those
7 changes. I think that's important as a business
8 owner.

9 MR. KALLAS: I made it very clear in meetings
10 when we've had this, and I made a comment back
11 then and I'll say it again, I'll be damned if I'm
12 going to have Bartlett another Las Vegas. I
13 mean, they're working on something now to limit
14 how many places we can have, which I would have
15 hoped they would have done this a long time ago,
16 but how many more places will come in and want
17 the same thing. The restaurants have them. As
18 long as you had a liquor license, you were
19 allowed to ask for the gambling, but how many
20 more places are going to come in like you, like
21 the ones that are here now that find on open
22 store, this is what we're going to do. How many
23 more places are we going to have like that? I
24 mean, I'm a resident of 42 years in this village

1 and, like I said, there is no way I want to put
2 another gambling establishment in here.

3 CHAIRMAN LEMBERG: Any other comments?

4 MR. MIASO: I would just like to commend you
5 for working with the Village, for making the
6 investment, for coming back before us a second
7 time and showing your true commitment to the
8 Village of Bartlett. I know you live in
9 Bartlett, you love Bartlett, and, well, downtown
10 needs help, let's face it.

11 CHAIRMAN LEMBERG: Any further comments?

12 We have a motion and second. Secretary
13 call the roll.

14 MR. PLONCZYNSKI: John Miaso.

15 MR. MIASO: Yes.

16 MR. PLONCZYNSKI: Austin Hopkins.

17 MR. A. HOPKINS: Yes.

18 MR. PLONCZYNSKI: Mark Hopkins.

19 MR. M. HOPKINS: No.

20 MR. PLONCZYNSKI: Jerry Kallas.

21 MR. KALLAS: No.

22 MR. PLONCZYNSKI: Shane Cook.

23 MR. COOK: Yes.

24 MR. PLONCZYNSKI: Tom Connor.

1 MR. CONNOR: Yes.

2 MR. PLONCZYNSKI: Motion carried.

3 MR. ZAIKOWSKI: Thank you for your time,
4 gentlemen.

5 CHAIRMAN LEMBERG: Thank you.

6 Next item on our agenda is old business/
7 new business.

8 MR. PLONCZYNSKI: I don't have any old
9 business. I don't have any new business. We'll
10 probably have a meeting next month, so we've got
11 a couple of projects. There is another
12 subdivision that you've seen before that they
13 brought in their final, Bartlett Ridge, so that
14 will be coming back; and we have an amended
15 annexation agreement, the Blue Heron Business
16 Park, they want to change some of their exterior
17 layout of the buffer zone, so that could be
18 coming back, so there will be something next
19 month, so mark your calendars.

20 Just remember that eventually in December
21 you'll get your yearly reward for the Christmas
22 party.

23 MR. A. HOPKINS: We get our raise of a hundred
24 percent, right?

1 MR. PLONCZYNSKI: That's right.

2 MR. MIASO: You get two helpings.

3 CHAIRMAN LEMBERG: Anyone on the commission
4 have any questions or comments?

5 Is there a motion to adjourn?

6 MR. COOK: One comment. Thanks for the water.

7 CHAIRMAN LEMBERG: Is there a motion to
8 adjourn?

9 MR. KALLAS: So moved.

10 MR. CONNOR: Second.

11 (A chorus of ayes.)

12 (Proceedings concluded at
13 8:41 p.m.)

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

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

ORDINANCE 2015- _____

**AN ORDINANCE GRANTING SPECIAL USE PERMITS TO ALLOW
THE SERVING OF LIQUOR, BEER AND WINE AND TO ALLOW OUTDOOR SEATING
AT DANIELA'S BISTRO AT 300 BARTLETT AVENUE**

WHEREAS, Peter Zaikowski on behalf of PDS Enterprises Bartlett LLC (the "Petitioner") has filed a petition for Special Use Permits to serve liquor, beer and wine and have outdoor seating for the property located at 300 Bartlett Avenue, and which property is legally described as follows:

LOTS 9 THROUGH 11, INCLUSIVE, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 9; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 155.00 FEET FOR A POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF ONEIDA AVENUE, AS IT NOW EXISTS, TO THE POINT OF INTERSECTION WITH THE WEST LINE OF LOT 11, SAID POINT OF INTERSECTION BEING 152.80 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 11 MEASURED ALONG WEST LINE OF SAID LOT 11; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTHEASTERLY ALONG NORTHERLY LINE OF LOTS 9 TO 11, INCLUSIVE, TO THE NORTHEAST CORNER OF LOT 9; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 9 TO THE POINT OF BEGINNING) IN BARTLETT'S SUBDIVISION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 06-34-403-014

(the "Subject Property") and which property is zoned B-1, Village Center District; and

WHEREAS, the owner of the Building, John Cartland in which the Subject Property is located, has consented to the Petitioner's request for the Special Uses to serve liquor, beer and wine and have outdoor seating at the Subject Property; and

WHEREAS, the Bartlett Plan Commission conducted a public hearing on the Petitioner's request for Special Use Permits to serve liquor, beer and wine and have outdoor seating on the Subject Property on October 8, 2015 with

respect to said petition (Case #15-09) and recommended approval of the petitioner's revised requests to the corporate authorities, and

WHEREAS, the corporate authorities have reviewed the minutes from the public hearing and the recommendation of the Plan Commission and determined that it is in the public interest to grant the Special Use Permits to serve liquor, beer and wine and have outdoor seating in the Subject Property;

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 Petitioner's Special Use Permit requests to serve liquor, beer and wine and have outdoor seating, subject to the conditions set forth in Section Three of this Ordinance:

1. The proposed bistro/video gaming establishment serving liquor and providing outdoor seating at 300 Bartlett Avenue is desirable and will provide a service and facility which is in the interest of public convenience and will contribute to the general welfare or the community;
2. That this use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
3. That the special uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

SECTION TWO: That the Special Use Permits to serve liquor, beer and wine and have outdoor seating on the subject property shall be developed

in strict accordance with the Site Plan prepared by the petitioner attached hereto as **Exhibit A** and expressly made a part of this Ordinance are hereby granted, subject to the conditions set forth in Section Three of this Ordinance.

SECTION THREE: That the findings of fact determined in Section One and the Special Use Permits granted in Section Two of this Ordinance are hereby made subject to the following conditions:

- A. The petitioner shall obtain all required building permits;
- B. The petitioner shall obtain a Class A liquor license;
- C. The petitioner shall obtain a Village Video Gaming License;
- D. The outdoor seating area shall be limited to a maximum of twelve (12) seats;
- E. The indoor seating shall be limited to a maximum of twenty-eight (28) seats;
- F. The outdoor seating shall only be allowed in the area identified in the Outdoor Seating Plan as shown on Exhibit A- Site Plan;
- G. The outdoor seating area fence detail shall be submitted and approved by the Community Development Department;
- H. The outdoor seating area shall be maintained and free from trash and debris at all times;
- I. That the hours of operation for the outdoor seating area shall be restricted to Sunday–Thursday Noon-9PM and Friday and Saturday Noon – 10PM;
- J. The tables and chairs will be brought inside every evening; and

SECTION FOUR: The violation of any of the above conditions shall be cause for the revocation of the Special Use Permit herein granted.

SECTION FIVE: 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 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 after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: November 3, 2015

APPROVED: November 3, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, Lorna Giless, 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 November 3, 2015 and approved on November 3, 2015, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk



Agenda Item Executive Summary

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

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

This item was approved 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)

The **Plan Commission** conducted the public hearing and reviewed the Petitioner's requests 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.

The **Village Board** held the public hearing on October 20, 2015 and **approved** the Fifth Amended Annexation Agreement for Bluff City's South Business Park Property. The Village Board also approved the Ordinance Proposing the Establishment of the Special Service Area for the Bartlett Pointe West Subdivision.

ATTACHMENTS (PLEASE LIST)

CD Staff Memo and Ordinance with Exhibits

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: Move to approve Ordinance #2015-_____ An Ordinance Amending the Planned Development for the Bluff City South Business Park Property, Rezoning the Property from SR-5 PUD to SR-4 PUD, Granting a Special Use for a Preliminary/Final Single Family PUD Plan and Approval of a Preliminary/Final Subdivision Plat for Bartlett Pointe West

Staff: Jim Plonczynski, Com Dev Director Date: 10/22/2015

COMMUNITY DEVELOPMENT MEMORANDUM

15-222

DATE: October 22, 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 was approved 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 streets. 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 requests 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. The Village Board held the public hearing on October 20, 2015 and approved the Fifth Amended Annexation Agreement for Bluff City's South Business Park Property. The Village Board also approved the Ordinance Proposing the Establishment of the Special Service Area for the Bartlett Pointe West Subdivision.
5. Attached is the Amended Planned Development Ordinance with Exhibits.

alz/attachments

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ORDINANCE 2015 - _____

**AN ORDINANCE AMENDING THE PLANNED DEVELOPMENT FOR
THE BLUFF CITY SOUTH BUSINESS PARK PROPERTY, REZONING
THE PROPERTY FROM SR-5 PUD TO SR-4 PUD, GRANTING A
SPECIAL USE FOR A PRELIMINARY/FINAL SINGLE FAMILY PUD
PLAN AND APPROVAL OF A PRELIMINARY/FINAL SUBDIVISION
PLAT FOR BARTLETT POINTE WEST**

WHEREAS, the Village of Bartlett heretofore entered into an Annexation Agreement dated June 21, 1988 with Mineral Land and Resources, Inc., among others (the "1988 Annexation Agreement") for the annexation of approximately 1,200 acres of property on the western edge of the Village (the "Material Service Property"), and in accordance with the terms thereof, the Material Service Property was annexed to the Village of Bartlett and was zoned Planned Development District; and

WHEREAS, in 1990 the State of Illinois purchased roughly 900 acres of the 1,200 acre Material Service Property under threat of condemnation for the Tri-County State Park; and

WHEREAS, the Village subsequently entered into an Amended and Restated Annexation Agreement dated February 16, 1993 (the "First Amended Annexation Agreement") by and among Harris Bank & Trust Company as Trustee of Trust No. 95161 dated September 21, 1992, and Trust No. 94580 dated September 15, 1989 (hereinafter "Trust No. 95161 and Trust No. 94580") and Bluff City Limited Partnership, an Illinois limited partnership, for the remaining 300 +/- acres, and in accordance therewith modified the original Planned Development District by granting a special use permit of a single family home PUD for 636 single family homes on a 210 acre portion of the property (the

“Centex Homes Property”), and allowing the uses permitted in the B-1, B-2, B-3, B-4, O-R, I-1 and I-2 zoning districts upon submittal of proper PUD plans or subdivision plats (the “Original Commercial O-R Industrial Uses”) on the 90 acre portion of the property at the southeast corner of Illinois Route 25 and West Bartlett Road legally described on **Exhibit B** (the “Original Bluff City 90 Acre Parcel”); and

WHEREAS, the Village has heretofore entered into an Annexation Agreement for the Kenyon and Weberpal Properties and Second Amended Annexation Agreement for the Original Bluff City 90 Acre Parcel dated May 1, 2001 (the “Second Amended Annexation Agreement”) with LaSalle Bank National Association as Successor Trustee to American National Bank and Trust Company u/t/a dated February 23, 1944, W. C. Kenyon and Sons Company, Cole Taylor Bank as successor trustee to Trust No. 95161 and Trust No. 94580, Bluff City Limited Partnership, and William E. Haworth as trustee of the Mike Vondra 1992 Trust (collectively, the “Former Owners”), which involved the annexation of two additional properties, the 17 acre +/- property on the northeast corner of Route 25 and West Bartlett Road legally described on **Exhibit E** (the “Kenyon Property), and the four acre +/- Weberpal Property on the south side of West Bartlett Road legally described on **Exhibit C** (the “Weberpal Property”), the rezoning of said parcels and the modification of the First Amended Annexation Agreement; and

WHEREAS, under the terms of the Second Amended Agreement, the Village agreed to rezone the Kenyon and Weberpal properties to the Planned Development District allowing as permitted uses the Original Commercial O-R Industrial Uses; to amend the original Planned Development to allow a single family Planned Unit Development on 48 acres +/- on the eastern portion of the Original Bluff City 90 Acre

Parcel lying in Cook County now known as the Bartlett Pointe Subdivision which is legally described on **Exhibit D** (the “Bartlett Pointe Property”), and allow as permitted uses the permitted uses listed in the Village’s P-1 Public Lands Zoning District on an 8.38 acre portion of the Original Bluff City 90 Acre Parcel legally described on **Exhibit F** (the “Village Property”), designated on the Preliminary PUD Plan for the North/South Business Park Property and on the 4.7+/- acre football field parcel designated on the Preliminary Business Park PUD Plan as defined in the Second Amended Annexation Agreement; and

WHEREAS, in 2001 Bluff City Limited Partnership was merged into Bluff City, LLC; and

WHEREAS, Bluff City, LLC (“Bluff City”) is the current owner of the remaining 27.35 +/- acres of property lying east of Route 25, north of the Koehler Fields and Bluff City office building, west of the Bartlett Pointe Subdivision and south of West Bartlett Road, which is legally described on **Exhibit A**, and is herein alternatively referred to as the “South Business Park Property” or the “Property”, except for the Southwind Blvd. ROW, which Bluff City heretofore dedicated to the Village by plat of dedication recorded October 27, 2008 as Document No. 2008 K 081774; and

WHEREAS, the Weberpal Property is part of the South Business Park Property owned by Bluff City, LLC; and

WHEREAS, the Village and Bluff City heretofore entered into the Third Amended Annexation Agreement for the South Business Park Property and the First Amended Annexation Agreement for the Weberpal Property dated March 17, 2009 (the “2009 Third Amended Annexation Agreement”), which involved rezoning of approximately 8.97 acre portion of the South Business Park Property legally described on **Exhibit H** (the “Bartlett

Pointe West Property”) to allow multi-family homes and a special use permit for a multi-family Planned Unit Development to be developed in accordance with an Amended Preliminary Multi-Family PUD Plan attached to the 2009 Third Amended Annexation Agreement and leaving the 16.9 +/- acre balance of the South Business Park Property legally described on **Exhibit I** and hereinafter referred to as the “Commercial Property” zoned PD Planned Development District, with the permitted and special uses allowed as per the Original Commercial O-R Industrial Uses; and

WHEREAS, the Village and Bluff City heretofore entered into the Fourth Amended Annexation Agreement for the South Business Park Property dated April 16, 2013 (the “Fourth Amended Annexation Agreement”), which involved repealing and modifying certain language in the 2009 Third Amended Annexation Agreement; and

WHEREAS, Reliable Materials Corporation of Illinois (the “Developer”), with the consent of Bluff City, filed a petition (the “2015 Bluff City Petition”) (1) to amend the Planned Development for the South Business Park Property and to amend the Planned Unit Development for the 8.97+/- acre Bartlett Pointe West Property, to allow said Bartlett Pointe West Property to be developed in accordance with the “Bluff City 2015 Preliminary/Final Bartlett Pointe West Plat and PUD Plan for Single Family”, which is attached hereto as **Exhibit J**; (2) for a special use permit for a single family Planned Unit Development, and (3) for approval of a preliminary/final plat of subdivision for a 30 lot single family subdivision of the Bartlett Pointe West Property (which is also hereinafter sometimes referred to as the “Single Family Property”); and (4) leaving the 16.9+/- acre balance of the South Business Property zoned PD Planned Development District with the permitted and special uses allowed in the B-1, B-2, B-3, B-4, OR and I-1 Zoning Districts

(and not the heavier industrial uses allowed in the I-2 Zoning District) under the Bartlett Zoning Ordinance; and

WHEREAS, Bluff City desires to donate an approximate 0.365 acre portion of the Single Family Property shown as Lot 30 on the Bluff City 2015 Preliminary/Final Bartlett Pointe West Plat and PUD Plan (the "Park Property") to the Bartlett Park District in lieu of all other land donations, and has agreed to 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 Bartlett Donation Ordinance in effect at the time it applies for building permits thereon; and

WHEREAS, the Bartlett Plan Commission held a public hearing on September 10, 2015 on the 2015 Bluff City Petition to rezone the 8.97+/- acre Bartlett Pointe West Property from PD-Townhomes to Single Family SR-4 PUD (Suburban Residence-Single Family), to amend the Planned Development for the Bartlett Pointe West Property to be developed in accordance with the Bluff City 2015 Preliminary/Final Bartlett Pointe West Plat and PUD Plan for Single Family, to grant a special use permit for a Planned Unit Development in the SR-4 Suburban Residence-Single Family, and approval of a preliminary/final plat of subdivision; and the Plan Commission has recommended approval to the Corporate Authorities, subject to certain findings of fact and conditions contained in its report; and

WHEREAS, the Corporation Authorities conducted a public hearing on November 3, 2015 on the Fifth Amended Annexation Agreement for the South Business Park Property (the "Fifth Amended Annexation Agreement") pursuant to the provisions of

Section 11-15.1-1, *et seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*), which amendment includes additional conditions to the development of the said Property; and

WHEREAS, on October 20, 2015 the Corporate Authorities of the Village passed Ordinance 2015-80, "An Ordinance Approving of the Fifth Amended Annexation Agreement for the Bluff City Property Lying South of West Bartlett Road" dated October 20, 2015, between the Village and Bluff City, LLC, which is expressly incorporated herein by this reference, governing the further development of the South Business Park Property; and

WHEREAS, pursuant to the terms of the Fifth Amended Annexation Agreement, the Village has agreed to pass an ordinance approving and granting the zoning relief requested in the 2015 Bluff City Petition upon the terms and conditions set forth in said Agreement and this Ordinance; 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 hereby find that the proposed amended Planned Development of the Bartlett Pointe West Property required to be developed in accordance with the Bluff City 2015 Preliminary/Final Bartlett Pointe West Plat and PUD Plan for Single Family meet all appropriate standards of the Village and make the following findings regarding the special use permit proposed for the Bartlett Pointe West Property:

- (1) The proposed single family development is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;

- (2) That the proposed single family development will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
- (3) That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

b. The Corporate Authorities hereby find that the proposed Bluff City 2015 Preliminary/Final Bartlett Pointe West Plat and PUD Plan for Single Family (hereinafter defined) meets the standards established for planned unit developments under the Bartlett Zoning Ordinance and make the following findings for regarding the 2015 Bluff City Petition:

- (1) The Village anticipates updating the Comprehensive Plan to change the Future Land Use Plan of the Bartlett Pointe West Property 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;
- (2) The single family development is a permitted use in the SR-4 PUD Zoning District;
- (3) The single family development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
- (4) The single family development shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
- (5) The single family development shall include impact donations;
- (6) Adequate utilities and drainage shall be provided for this use;

- (7) Adequate parking and ingress and egress will be provided for this use so as to minimize traffic congestion and hazards in public streets;
- (8) Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
- (9) There shall be reasonable assurance that, if authorized, this facility will be completed according to an appropriate schedule and adequately maintained.

c. The proposed single family planned unit development is closest to the SR-4 Single Family Zoning Districts in terms of size, density, setbacks and square footage of the Bartlett Zoning Ordinance (the "Zoning Ordinance").

d. The development of the Industrial/O-R/Commercial Property, which is the balance of the South Business Park Property, will require submittals of a proper final PUD plans and/or final plats of subdivision with greater detail, and may require site plan approval by the Corporate Authorities, to further ensure compatibility with adjoining uses.

e. The Corporate Authorities have found that the proposed rezoning of the Bartlett Pointe West Property meets all appropriate standards of the Village.

f. The Corporate Authorities find that the re-zoning of the Bartlett Pointe West Property, on the terms and conditions set forth herein, and the terms and conditions of the Fifth Amended Annexation Agreement expressly incorporated herein by reference, will further enable the Village to control the development of the area and serve the best interests of the Village.

SECTION TWO: That the Planned Development for the South Business Park Property is amended to allow single family residential uses on the 8.97 acre Bartlett Pointe West Property, legally described on **Exhibit H**, and a special use permit for the Single Family Planned Unit Development is hereby granted upon the condition that the Bartlett Pointe West Property will be developed in accordance with the following plans which are hereby approved, and subject to the following conditions:

a. The Bluff City 2015 Preliminary/Final Bartlett Pointe West Plat and PUD Plan for Single Family for the Bartlett Pointe West Property prepared by Mackie Consultants, LLC dated August 29, 2014 last revised September 21, 2015 (the "Preliminary/Final Plat and PUD Plan for Single Family"), attached hereto as **Exhibit J**, and expressly incorporated herein.

b. The landscape plan for the Bartlett Pointe West Property prepared by Christopher B. Burke Engineering, Ltd. consisting of two sheets dated October 23, 2014, last revised May 29, 2015 (the "Single Family Landscape Plan"), attached hereto as **Exhibit K**, and expressly incorporated herein.

c. The Preliminary/Final Plat and PUD Plan for Single Family and the Single Family Landscape Plan attached hereto as **Exhibits K and L** are collectively referred to herein as the "Amended Preliminary/Final PUD Plan for Single Family".

d. All new utilities and communication facilities, including telephone, electric and cable television which serve the Bartlett Pointe West Property shall be installed underground unless otherwise agreed upon in the Fifth Amended Annexation Agreement. Reliable Materials Corporation or 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.

e. Recording of easements approved by Community Development and Village Engineer for all public utilities serving the Bartlett Pointe West Property and the Industrial/O-R/Commercial Property along with appropriate access thereto.

f. Bluff City shall convey an approximate 0.365 acre +/- park site to the Bartlett Park District, depicted on the Preliminary/Final Plat and PUD Plan for Single Family as Lot 30, and Bluff City or the developer of the Single Family Property shall pay cash in lieu of land for the balance of its land donation to the Park District.

g. Bluff City or the developer of the Bartlett Pointe West Property shall make additional cash donations to the Village of Bartlett, the Gail Borden Public Library District, and the South Elgin Fire Protection District pursuant to the Bartlett Donation Ordinance as amended and in effect at the time the developer applies for a building permit for the applicable single family home (currently Ordinance 2013-69), and shall pay the sum of \$140.00 per home 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 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 Single Family Property.

h. 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 approval by the Village Attorney prior to the recording of the Preliminary/Final Plat and PUD Plan for Single Family for the Bartlett Pointe West Property.

i. Bluff City and/or the developer of the Single Family Property shall be required to deposit with the Village security in the form of a letter of credit, performance and payment bond, or cash deposit, in form as set forth and as otherwise provided in the

Subdivision Ordinance, to guaranty that they will complete, pay for, and maintain until the expiration of the maintenance period as provided in the Subdivision Ordinance, 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, for the Bartlett Pointe West Property (collectively, the "Single Family Public Improvements") in strict accordance with the final engineering plans approved therefor, and in accordance with the Subdivision Ordinance and the Fifth Amended Annexation Agreement. Bluff City shall be required to deposit with the Village security in the form of a letter of credit, performance and payment bond or cash deposit, in form as set forth in and as otherwise provided in the Subdivision Ordinance, to guaranty that it will complete, pay for and maintain for the applicable maintenance period as provided in the Subdivision Ordinance, 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, stormwater management system, curbs, gutters, roads, street lights, parkways, bike paths and all sidewalks, if any, for the balance of the South Business Park Property (the "Industrial/O-R/Commercial Public Improvements"). 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 the Single Family Public Improvements in strict accordance approved final engineering plans therefor and fully pay and maintain them. Bluff City shall execute and deliver to the Village a Public Improvement Completion Agreement, in form approved by the Village Attorney, agreeing to construct, fully pay for and maintain the Industrial/O-R/Commercial Public Improvements in strict accordance with the approved engineering plans therefor and the requirements of the Subdivision Ordinance. Upon completion of the respective 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, maintenance letter of credit or cash bond in accordance with the requirements of the Subdivision Ordinance.

j. The Village Engineer's approval of the preliminary and final engineering plans for the Single Family Property, and for the Industrial/O-R/Commercial 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 and final engineering plans, drainage calculations, cost estimates for the storm water management improvements that will serve the Single Family Property and that will serve the Industrial/O-R/Commercial Property.

k. The developer of the Bartlett Pointe West Property or Bluff City 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 Bluff City 2015 Preliminary/Final Bartlett Pointe West Plat and PUD Plan for Single Family, and in the preliminary and final PUD plan, preliminary and final plats of

subdivision, and if applicable, site plans for the future development of the Industrial/O-R/Commercial Property. Sidewalks shall be provided throughout the Single Family Property and along Southwind Blvd. as noted on the Bluff City 2015 Preliminary/Final Bartlett Pointe West Plat and PUD Plan for Single Family.

l. Final staff review and approval of (i) the final design of the proposed landscaping for the Single Family Property, and (ii) landscape easement along West Bartlett Road and along the perimeter and throughout the site of the Single Family Property, including the location of the 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.

m. Road improvements to be dedicated shall be made in accordance with the Bartlett Subdivision Ordinance.

n. Submission to the Community Development Department of the maintenance and easement agreement between the Developer and Bartlett Park District for the maintenance by the Developer, and eventually by the Bartlett Pointe West Property Homeowners Association, of the landscape berm to be located on the proposed park site.

o. The Single Family Landscape Plan shall comply with the West Bartlett Road Corridor Plan, except that existing overhead utilities along West Bartlett Road need not be buried. The landscaping of the Bartlett Pointe West Property shall be provided, planted, completed and maintained in accordance with the Single Family Landscape Plan.

p. A four foot (4') high aluminum fence with stone accent piers shall be installed along Southwind Blvd. and a four foot (4') high fence along West Bartlett Road shall be installed to comply with the West Bartlett Road Corridor Plan as depicted on the Single Family Landscape Plans attached hereto as **Exhibit K**.

q. The following temporary signage and/or fixtures shall be permitted on or near the Single Family Property:

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

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

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

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

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

(6) 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.

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

(8) 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.

(9) Awnings located over the entrance of the sales office located on the Single Family Property.

(10) 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, the developer of the Single Family Property and Bluff City need not remove any of the above signs set forth in subparagraphs (1) through (10) above until three (3) months after the sale of the last unit on the Single Family Property.

r. 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 for Single Family 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/Industrial Uses, the Water Tower, the ballfields and football field to the south, the state park to the southeast, and the retention pond and single family homes to the east.

s. Each sales contract for the sale and/or construction of a residence on the Single Family Property shall contain a separate disclosure addendum (**Exhibit G**) to be signed by the developer of the Single Family Property and each prospective purchaser thereof, which discloses the following:

"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)."

t. 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 G**.

u. Donations.

(1) Cash Donations. The builder (the "Applicant") of the homes on the 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 single family home. 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 lot. For the Industrial/O-R/Commercial Property (which is the balance of the South Business Park 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 South Business Park Property, except for the \$.50 per square foot contribution to the Village Municipal Building Fund as provided in Section four, paragraph f, of this Ordinance.

(2) Berming. In addition to the donation of the .365 acre +/- park site to the Bartlett Park District, the single family developer or Bluff City shall construct a minimum of a 3' berm and landscaping on Lot 30 as depicted on the Preliminary/Final Plat and PUD Plan for Single Family and/or the Single Family Landscape Plan, and pay to the Park District cash in lieu of land for the difference between the required land donation and the actual amount of land donated, and pay other cash donations based on the Donation Ordinance in effect at the time of submission of complete applications for building permits for the lot that has been reclaimed, graded and is otherwise complete to a point where a single family residence can be built upon the lot applied for.

v. Bluff City and the last taxpayer of record of each portion of the Property shall execute a consent to the establishment of a dormant special service area to be implemented in the event Bluff City, or the developer of the Single Family Property, or the homeowner association, fail to repair or replace all or a portion of the stormwater

management system that will serve the Single Family Property, including, but not limited to, off-site retention pond(s) and detention basins.

w. Compliance with or satisfaction of all of the terms and conditions of the Fifth Amended Annexation Agreement.

SECTION THREE: The Preliminary/Final Plat and PUD Plan for the Single Family, attached hereto as **Exhibit J**, is hereby approved, subject to the conditions set forth in Sections Two and Four of this Ordinance.

SECTION FOUR: That the Planned Development for the 16.9 +/- acre portion of the South Business Park Property legally described on **Exhibit I** ("Industrial/O-R/Commercial Property") is amended to retain the permitted and special uses allowed in the B-1, B-2, B-3, B-4, OR and I-1 zoning districts (and not the heavier industrial uses allowed in the I-2 Zoning District) subject to the performance standards applicable to such districts under the Zoning Ordinance. A special use permit for the mixed business planned unit development to be developed on the Industrial/O-R/ Commercial Property shall be granted subject to the following conditions:

a. The site and structure provisions of the most similar conventional zoning district, including, but not limited to, density, set back, yard, height, structure size, parking, loading, landscaping and screening, sign and lighting requirements shall be made applicable to the zoning lot based on the proposed and actual use of the property.

b. The performance standards of said similar zoning district shall apply to each zoning lot.

c. Development shall be in accordance with a final PUD plan, final site plan and/or preliminary and final plat of subdivision as required under the Zoning Ordinance and the Subdivision Ordinance.

d. Approval of preliminary and final engineering.

e. Preliminary and final landscape plans shall be submitted with each phase of the development of the Industrial/O-R/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.

f. The builder of any building on the Industrial/O-R/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 on any lot or parcel.

g. For each development phase of the South Business Park Property, Bluff City shall furnish and the Village shall accept (i) a cash deposit, (ii) a performance bond, and labor and material payment bond from a surety, or (iii) a letter of credit issued by a federally insured and regulated financial institution, meeting the requirements of, and otherwise in conformance with the Subdivision Ordinance, to guarantee completion of the Industrial/O-R/Commercial Public Improvements, including, but not limited to, reclamation of the Southwind Blvd ROW and depressional areas, and full payment therefor, and maintenance for that particular development phase of the Property.

h. Compliance with or satisfaction of all of the terms and conditions of the Fifth Amended Annexation Agreement.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 3, 2015

APPROVED: November 3, 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 November 3, 2015, approved on November 3, 2015 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

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 1398.38 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 1106.18 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 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 396,951.85 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 397,001.85 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 397,001.85 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 Kane 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, to 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 37 minutes 05 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 396,901.85 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 855.56 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 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 1,069.80 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 686.32 feet to the point of beginning; thence continuing along said parallel line North 00 degrees 28 minutes 15 seconds West, a distance of 855.56 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
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 depression 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 H

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

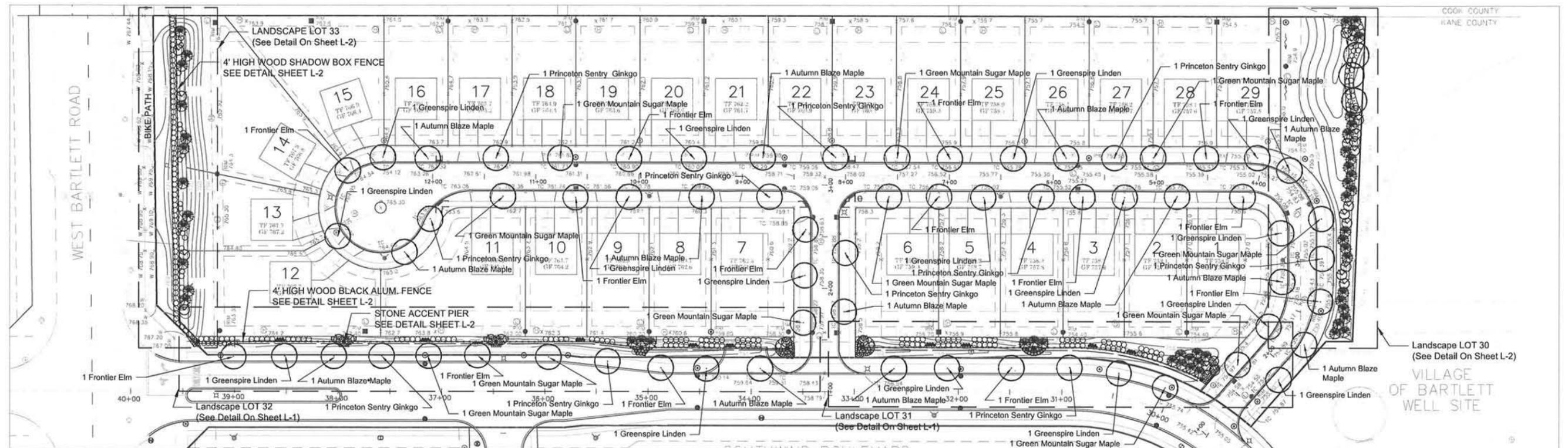
EXHIBIT I

Commercial Property (Formerly referred to as LOT 14)

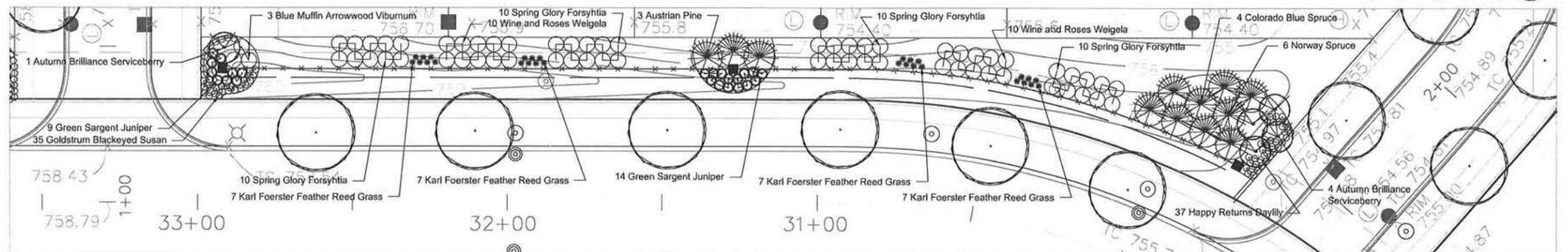
SOUTH BUSINESS PARK PROPERTY

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

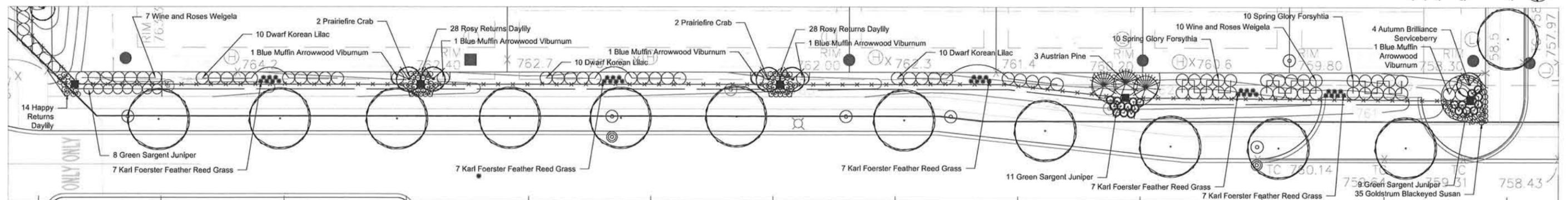
QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008 AND THE EAST LINE OF SAID SOUTHEAST 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.



OVERALL LANDSCAPE PLAN



Landscape Lot 31 - Detail



Landscape Lot 32 - Detail

CB 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		
		NATURE OF REVISION		
FILE NAME	C:\Users\dgotham\Documents\CBBEL 2014 Projects\Mockie-Bartlett			

DSGN.	DJG	TITLE:
DWN.	DJG	
CHKD.		
SCALE:		
PLOT DATE:		
CAD USER:		
NO.	DATE	NATURE OF REVISION

LANDSCAPE PLAN
 Bartlett Pointe West
 Bartlett, Illinois

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

Douglas Gotham, RLA157.000575

L-1



Agenda Item Executive Summary

Item Name Bartlett Pointe West Subdivision

Committee
or Board Village Board

BUDGET IMPACT

Amount: N/A

Budgeted

*List what
fund*

EXECUTIVE SUMMARY

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

Attached is the PICA for the development known as Bartlett Pointe West. This serves as an agreement between the Village and the developer, Reliable Materials Corporation of Illinois. This agreement has been reviewed and approved by the Village attorney.

ATTACHMENTS (PLEASE LIST)

Motion

Resolution

Public Improvements Completion Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion: **I move the passage of Resolution 2015-____, a Resolution authorizing the execution of a Public Improvements Completion Agreement between the Village of Bartlett and Reliable Materials Corporation of Illinois for the Subdivision known as Bartlett Pointe West.**

Staff: Dan Dinges, Director of Public Works

Date: 10/27/2015

RESOLUTION 2015-

A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENTS COMPLETION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND RELIABLE MATERIALS CORPORATION OF ILLINOIS FOR THE BARTLETT POINTE WEST SUBDIVISION

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

SECTION ONE: The Public Improvements Completion Agreement (the "Agreement") between the Village of Bartlett and Reliable Materials Corporation of Illinois dated November 3, 2015, a copy of which is appended hereto as Exhibit A, 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 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 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 its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: November 3, 2015

APPROVED: November 3, 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 the foregoing is a true, complete, and exact copy of the Resolution 2015-____ enacted on November 3, 2015, and approved on November 3, 2015 as same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PUBLIC IMPROVEMENTS COMPLETION AGREEMENT

MADE AND ENTERED into November __, 2015, by and among Bluff City, LLC (the "Owner"), and Reliable Materials Corporation of Illinois (the "Developer") and the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village"), hereinafter collectively referred to as the "Parties".

RECITALS:

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

b. The parcels legally described on Exhibit A inclusive, which are included in the "Overall Property Legal Description" set forth on Exhibit A, are hereinafter alternatively referred to as the "Property" or as the "South Business Park Property".

c. The Developer has applied for approval of a preliminary and final plat of subdivision of the real estate legally described on Exhibit B (the "Bartlett Pointe West Property") to be known as Bartlett Pointe West Subdivision (the "Subdivision"), and for a special use permit for a Planned Unit Development (the "PUD") to be developed in accordance with the Bluff City 2015 Bartlett Pointe West Plat and PUD Plan for Single Family (the "PUD Plan").

d. The Owner and the Developer jointly and severally bind and obligate themselves to the obligations of the other as stated herein, but they are, nevertheless, sometimes hereinafter referred to collectively as the "Owner/Developer".

e. The Developer has submitted to the Village for its approval the engineering plans and specifications for the on-site and any off-site public improvements for the Subdivision, including, but not limited to, site grading and erosion control, water distribution system, sanitary sewer system, storm water management and storm sewer system, street system, street lights, sidewalks, bicycle paths, driveway approaches, landscaping and tree planting (the "Public Improvements") for the PUD prepared by Mackie Consultants, LLC dated August 29, 2014 last revised September 21, 2015 (the "Plans") and the Village Engineer has approved the Plans.

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

l. The Village is willing to execute the plat of subdivision and approve the PUD Plan only upon the condition that the Owner and the Developer agree to cause the Public Improvements for such Subdivision/PUD to be installed and completed in a good

and workmanlike manner with materials of good quality in strict accordance with the Plans and the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), and will to maintain them for a period of from 15 months to 24 months after their completion as determined by the Village Engineer, and such obligations, and those set forth herein, and/or in the Ordinances of the Village, will be properly secured.

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

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

1. The Village agrees to approve the final PUD Plan and cause the final plat of the Subdivision to be executed by its President, attested by its Clerk, signed by the Chairman of its Plan Commission, and, provided the Owner and/or the Developer shall secure all other necessary plat approvals and paid tax bills, recorded by the Recorder of Deeds of Kane County.

2. The Owner and the Developer jointly and severally promise and agree: (i) to construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Subdivision Ordinance and to complete each of the eight categories of construction set forth in paragraph 3 on or before the completion dates therein specified; and (ii) to pay to the Contractor, all prime contractors, subcontractors and material suppliers who furnish labor or material, or both, for the installation and construction of the Public Improvements the full amounts due them for such labor and materials; (iii) to maintain the Public Improvements for the Maintenance Period (between 15 and 24 months as determined by the Village Engineer), after the date certified by the Village Engineer as the date on which the last of the Public Improvements were completed, in strict accordance with the Plans therefor and the Subdivision Ordinance (the "Completion Date"). The Developer's maintenance obligations shall include, but are not limited to: (a) maintaining the Public Improvements, (b) repairing any damage to the Public Improvements caused by the Developer, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor, (c) repairing or replacing any defective workmanship or materials in the Public Improvements, (d) making good and protecting the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Public Improvements which shall have appeared or been discovered within the Maintenance Period or any extension thereof, and (e) paying for the cost of all such maintenance and/or repair work. In the event that

any of the Public Improvements are damaged, the burden shall be on the Developer to show that such damage was not caused by the Developer, its agents, servants, employees, successors or assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns or any subcontractor hired by such contractor.

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

(i) Site grading, including grading of rights-of-way, detention basins and/or retention ponds, lots and open space areas shall be completed on or before December 1, 2017.

(ii) Underground improvements, including connection and testing of water mains, vaults and valve vaults, and installation of sanitary sewer mains and manholes and any required force main, have been completed on or before December 1, 2016.

(iii) Storm water facilities, including storm sewer and underground items, detention items, wetland/riparian areas and erosion control, shall be completed on or before December 1, 2016.

(iv) Curbs and street base, including "first lift" of pavement shall be completed on or before December 1, 2016.

(v) Street lighting shall be completed on or before December 1, 2016.

(vi) Sidewalks and bicycle paths shall be completed on or before December 1, 2018.

(vii) Parkway and open space restoration (including removal of all material, overburden and soil stock piles, and repairs to catch basins, manholes and other structures located in parkways and open space areas), landscaping, and sidewalks and landscape buffer shall be completed on or before December 1, 2017.

(viii) Final street surface ("second lift"), including necessary repairs to street base "first lift", catch basins, manholes and other structures located between curb lines shall be completed on or before December 1, 2018.

4. The Owner/Developer further agree to furnish and cause to be maintained at all times proper construction security to guaranty the completion of, payment for, and maintenance of the Public Improvements, and as security for its obligations hereunder and under the Subdivision Ordinance in the amount of \$760,846.90. Such construction security shall be in the form of (i) a (1) Subdivision Performance Bond, and (2) a Subdivision Labor and Material Payment Bond, hereinafter sometimes collectively referred to as "Performance and Payment Bonds";

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

5. The Owner shall furnish an Owner's Sworn Statement(s) and the Developer (or the Contractor and all other prime contractor(s) hired by the Owner to perform the Public Improvement work) shall each furnish to the Village Contractor's Sworn Statement(s), and each shall furnish such final waivers of lien from all subcontractors and material suppliers that furnished labor and/or material for or in connection with the Public Improvements as shall be necessary to insure the Village against mechanic's lien claims under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) and against claims for lien under the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) (West 2008) (the "Bond Act") on any Subdivision Performance Bond, Subdivision Labor and Material Payment Bond, Maintenance Bond, Standby Letter of Credit (Performance and Payment), Standby Letter of Credit (Maintenance) (hereinafter sometimes referred to as a "Maintenance Letter of Credit"), Irrevocable Cash Deposit Agreement, or other security that the Owner and the Developer, or either of them, has/have caused to be posted with the Village to secure their respective and mutual obligations under this Agreement and under the Subdivision Ordinance.

6. Construction and Maintenance Security.

A. Surety Bonds.

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

ii. Maintenance Bonds. Prior to the acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a Maintenance Bond in the amount of 15% of actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original penal sum on the Subdivision Performance Bond (the "Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance. The Maintenance Bond shall be held by the Village in escrow until the last to occur

of (a) the date that is the end of the Maintenance Period as determined by the Village Engineer, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which defect or deficiency the Village notifies the Developer within the Maintenance Period pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw, make a claim on and/or to bring suit to collect on the Maintenance Bond by reason of the Owner's/Developer's failure to fulfill its maintenance obligations under this Agreement and/or the Subdivision Bond, then the Owner/Developer shall within ten days thereafter cause the Maintenance Bond to be increased to its full original amount.

iii. Form of Surety Bonds. The Subdivision Performance Bond, Subdivision Labor and Material Payment Bond and the Maintenance Bond (sometimes collectively referred to herein as the "Surety Bonds"), shall each be in a form prescribed in the Subdivision Ordinance, except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, and each shall be issued by a surety company licensed by the Illinois Department of Insurance authorizing it to issue and execute surety bonds and the surety company shall have a financial strength rating ("FSR") of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or similar rating agency. As required under the Public Construction Bond Act (30 ILCS 550/0.01, *et seq.*), each of the Surety Bonds shall be deemed to substantially contain the following provisions whether such provisions whether such provisions are inserted in such bond or not:

(a) "The Principal and Sureties on this Bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the State or any political subdivision thereof will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this Bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this Bond is given (which in this instance is none), after final settlement between the officers, board, commission or agent of the State or of any political subdivision thereof and the Principal has been made.";

and

(b) "Upon the default of the Principal with respect to undertakings, covenants, terms, conditions, and agreements, the termination of the contractor's right to proceed with the work, and written notice of that default and termination by the State or any political

subdivision to the Surety ("Notice"), the Surety shall promptly remedy the default by taking one of the following actions:

(1) "The Surety shall complete the work pursuant to a written takeover agreement, using a completing contractor jointly selected by the Surety and the State or any political subdivision; or

(2) "The Surety shall pay a sum of money to the obligee, up to the penal sum of the bond that represents the reasonable cost to complete the work that exceeds the unpaid balance of the contract sum.

"The Surety shall respond to the Notice within 15 working days of receipt indicating the course of action that it intends to take or advising that it requires more time to investigate the default and select a course of action. If the Surety requires more than 15 working days to investigate the default and select a course of action or if the surety elects to complete the work with a completing contractor that is not prepared to commence performance within 15 working days after receipt of Notice, and if the State or any political subdivision determines it is in the best interest of the State to maintain the progress of the work, the State or any political subdivision may continue to work until the completing contractor is prepared to commence performance. Unless otherwise agreed to by the procuring agency, in no case may the surety take longer than 30 working days to advise the State or political subdivision on the course of action it intends to take. The Surety shall be liable for reasonable costs incurred by the State or any political subdivision to maintain the progress to the extent the costs exceed the unpaid balance of the contract sum, subject to the penal sum of the bond."

Each Surety Bond shall (a) be construed under the laws of Illinois, (b) provide for exclusive jurisdiction in the circuit courts of Illinois and venue in the Circuit Court for the 18th Judicial Circuit of DuPage County, Illinois, and (c) at if any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Surety Bond from a different surety company meeting the minimum requirements set forth in paragraph 4.a.iii., and if any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, make a demand on the Subdivision Performance Bond and file suit on said Bond, and thereafter either hold all damages awarded or proceeds paid as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without

limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any, for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/et seq.) and that have not collected under the Subdivision Payment Bond. The aggregate amount of the Subdivision Performance Bond and Subdivision Labor and Material Payment bond may only be reduced to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk. No Surety Bond shall be released until the Public Improvement work is satisfactorily completed and all of the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance, and Ordinance 2015- _____ "An Ordinance Amending the Planned Development of the Bluff City South Business Park Property, Rezoning the Property from SR-5 PUD to SR-4 PUD, Granting a Special Use for a Preliminary Final Single Family PUD Plan and Approval of a Preliminary/Final Subdivision Plat for Bartlett Pointe West" (collectively, the "Village Approvals") have been satisfied, and the corporate authorities of the Village have passed an ordinance accepting the Public Improvements for the Subdivision. Further, none of the Surety Bonds shall be released unless and until the Owner/Developer has presented to the Village Attorney owner's sworn statements, contractors' sworn statements, and final waiver s of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate full payment of the Public Improvements and full payment to all contractors, subcontractors, and material suppliers performing such work or furnishing such materials.

iv. Replenishment of Surety Bonds. If at any time the Village determines that the penal sum on each of the Performance and Payment Bonds is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Developer shall cause the Surety to increase the penal sum of the appropriate Surety Bond(s) to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit Agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may make demand upon the Principal and the Surety for the penal sum of the applicable Surety Bond(s) and pursue all remedies available to the Village under the applicable Surety Bond(s) and pursue any deficiency from such Owner/Developer.

v. Replacement Surety Bonds. In the event the surety on the Performance and Payment Bonds has issued a notice of expiration of the applicable bond as provided in the underlying Surety Bond, and/or in the event (i) the Owner/Developer has not performed all of its obligations under this Agreement, the Subdivision Ordinance and the other Village Approvals as determined by the Village in its sole discretion prior to the date by which the Village must bring suit on the Performance and Payment Bonds, or either of them to enforce it; and (ii) either (a) the issuer of the Performance and Payment Bond has not issued an extension or retraction of its notice of expiration more than 30 days prior to its expiration date, or (b) the Owner/Developer has not caused another surety company that meets the minimum requirements set forth in paragraph 4.A.iii. above to issue a replacement surety bond in form as prescribed in the Subdivision Ordinance with such deviations and modifications therefrom that are satisfactory to the Village Attorney within said 30 days prior to its expiration date, the Village may make a demand on the Principal and Surety on the Performance and Payment Bond and pursue all of its remedies thereunder. If at any time the Village determines that the Surety is no longer licensed by the Illinois Department of Insurance and authorized to issue and execute sureties in Illinois or its FSR has dropped below an A- on any of the specific rating agencies listed in paragraph 4.A.iii., is insolvent, or is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate bond obligations at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Owner/Developer provide replacement surety bonds from a surety that meets said requirements and which is satisfactory to the Village. The replacement surety bonds shall be deposited with the Village not later than 30 days after the demand. After deposit of the replacement surety bonds meeting said requirements, the Village shall surrender the original surety bonds to the Surety that issued them.

B. Letters of Credit.

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

ii. Maintenance Letter of Credit. Prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a new standby letter

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

iii. Form of Letters of Credit. The Performance and Payment Letter of Credit and the Maintenance Letter of Credit shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, and each shall be issued from a bank or financial institution (a) acceptable to the Village, (b) having capital assets of at least \$50,000,000 and a capital asset ratio of at least 6%, and (c) insured by the Federal Deposit Insurance Corporation or otherwise federally insured. Each letter of credit (a) shall be irrevocable and shall not be cancelled without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer prior to any draw on it by the Village, (c) shall not allow for any right of set off by the issuer thereof as to any amounts due from the Owner/Developer to the issuer, (d) shall be construed under the laws of Illinois, and (e) if at any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Standby Letter of Credit from a different issuer meeting the minimum requirements set forth in Section 11-9-9:A.3 of the Subdivision Ordinance, and if any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, (i) call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public

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

iv. Replenishment of Letters of Credit. If at any time the Village determines that the Performance and Payment Letter of Credit is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Developer shall cause the issuer to increase the amount of the appropriate letter of credit to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may draw down the entire remaining balance of the applicable letters of credit and pursue any deficiency from such Owner/Developer.

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

C. Cash Bonds.

i. A cash bond paid by the Owner/Developer pursuant to an Irrevocable Cash Deposit Agreement shall be held by the Village Treasurer in escrow by the Village to guaranty the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance, and the Village Approvals, including the Owner's/Developer's Maintenance Obligations. Upon satisfaction of the Owner's/Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance, the Cash Bond may be reduced to 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original Cash Bond amount (the "Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Cash Bond"). The Maintenance Cash Bond shall continue to be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period set forth in this Agreement, or (b) the date that is one (1) year after

the proper correction of any defect or deficiency in the Public Improvements pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw on the Maintenance Cash Bond by reason of the Owner's/Developer's failure to fulfill its obligations under this Agreement, then the Owner/Developer shall within ten (10) days thereafter cause the Maintenance Cash Bond to be increased to its full original amount. In the event the Owner/Developer has posted a Cash Bond and the Owner and the Developer, or either of them, fails to perform each of their respective joint and several obligations under this Agreement, the Subdivision Ordinance and the Village Approvals, or under any of them, the Village shall provide a notice of such default to the Owner/Developer, and the Owner/Developer shall have thirty (30) days (the "Cure Period") to cure any such default. In the event any and all defaults set forth in the notice of default are not cured within the Cure Period, the Village may use the funds held pursuant to the Irrevocable Cash Deposit Agreement to pay for the completion and maintenance of the Public Improvements, and after completion thereof, for the payment of labor and material provided by contractors other than the Developer, subcontractors and material suppliers with respect to the Public Improvements.

ii. Form of Cash Bond. The Cash Bond shall be paid and held pursuant to the terms of the Irrevocable Cash Deposit Agreement shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney. The Cash Bond (a) shall be irrevocably pledged as security to the Village to secure the Owner's/Developer's joint and several obligations and shall not be cancelled or subject to withdrawal without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer prior to any draw on it by the Village, (c) shall not be subject to claims of any creditor of the Owner/Developer or either of them or to levy, garnishment or hypothecation. If any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice other than the notice of default and without being required to take any further action of any nature whatsoever, (i) draw down the cash bond and use the proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of contractors other than the Developer, subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under the Public Construction Bond Act (30 ILCS 550/*et seq.*). The aggregate amount of the Cash Bond may be reduced only for completed

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

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

7. The Owner/Developer shall pay all costs, permit fees, engineering fees, testing fees, consulting fees, attorney's fees, connection fees, and other fees, costs and expenses required to be paid by the Owner and Developer, or either of them, to the Village under this Agreement, any Annexation Agreement, the ordinance approving the underlying subdivision, the Bartlett Municipal Code, and any other ordinance of the Village, or any of them, concerning the development of the Property.

8. The Owner/Developer shall provide, perform and complete properly, and in the manner specified herein and in the Subdivision Ordinance, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information data and other means and items necessary for the construction, installation and completion of the Public Improvements.

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

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

11. The Owner agrees to, and does hereby grant the Village of Bartlett and to the Bartlett Fire Protection District a non-exclusive license to go upon any part of the Property for the purpose of providing police and fire protection and enforcing the Illinois Vehicle Code and the Bartlett Vehicle Code on the streets and other areas of the Subdivision or PUD, except on individual lots conveyed to homeowners.

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

13. The streets in the Subdivision/PUD shall remain the property of the Owner/Developer until the adoption of an ordinance by the Corporate Authorities formally accepting such Public Improvements, and title to all underground improvements and other personal property required by the Subdivision Ordinance has been transferred to the Village by appropriate Bill of Sale. The Owner/Developer shall remain responsible for the maintenance of all of the Public Improvements in the Subdivision/PUD, including, but not limited to, any manholes, vaults, curbs or other structures which project above the pavement and which are damaged as the result of

the Village's snow-plowing activities, until the expiration of the Maintenance Period and any extension thereof as provided in this Agreement, unless the Maintenance Period and the maintenance security requirement is waived by the Corporate Authorities in its sole and absolute discretion on the recommendation of the Village Engineer, in which event the Owner/Developer shall maintain the Public Improvements until they (or such portion thereof) have been accepted by the Corporate Authorities

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

15. License to Village to Complete Public Improvements. In the event of a default and the election by the Village (and/or the Surety in the case of a Subdivision Performance Bond) to take over and complete the Public Improvements, the Owner, for itself and for its successors in interest and assigns hereby grants a non-exclusive license to the Village (and if applicable to the Surety) and their respective employees, engineers, consultants, contractors, subcontractors, material suppliers, agents and anyone hired by or on behalf of either of them, to complete the Public Improvements (the "Village Designees") in, under, upon, across, through and under the Property, and hereby assigns such right, and interest if any off-site easements or licenses granted to the Owner and the Developer, or either of them, to install or construct any off-site Public Improvements to serve the Subdivision development, to the Village and/or the Surety. In the event of such takeover of the Public Improvements, the Village will endeavor to require any contractor it hires to procure liability insurance in similar types, coverages, and amounts as required of the "Contractor" in paragraph 16 of this Agreement.

16. Insurance. The Developer (if it will act as the general contractor), or the Contractor (if the Owner and Developer hire a single general contractor or construction manager), or each prime contractor (if the Owner and Developer hire more than one contractor to construct and install the Public Improvements), each referred to for purposes of this paragraph as "Contractor", shall obtain and maintain insurance of the types and in the amounts listed as follows:

A. Commercial General and Umbrella Liability Insurance.

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and

shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

B. Continuing Completed Operations Liability Insurance.

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

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

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

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

C. Business Auto and Umbrella Liability Insurance.

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

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to

provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance.

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

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

E. General Insurance Provisions.

(i) Evidence of Insurance.

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

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

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

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

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

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

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

(ii) Acceptability of Insurers.

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

(iii) Cross-Liability Coverage.

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

(iv) Deductibles and Self-Insured Retentions.

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

(v) Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type and minimum amount of coverage specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

17. In the event the Village Engineer determines, in the Village Engineer's sole and absolute discretion, that the Owner/Developer (i) has failed to timely complete any of the eight categories of construction set forth in paragraph 3 on or before the completion dates therein specified; (ii) has not adequately maintained, any of the Public Improvements, or (iii) the Owner/Developer is otherwise in default under this Agreement, the Subdivision Ordinance or the Village Approvals, the Village may, after ten (10) days' prior written notice to the Owner/Developer (or without written notice in the case of emergency repair work deemed necessary by the Village Administrator), enter on any or all of the Property, for which the Owner have granted to the Village and to the Village's designees, a non-exclusive license pursuant to paragraph 15, and cause to be performed any work and pay any monies to cover the Owner's and/or the Developer's financial obligations hereunder using the funds pursuant to this Agreement drawn from the Construction Security or the Maintenance

Security deposited pursuant to this Agreement. The Village shall have the right to demand immediate payment directly from the Owner/Developer, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including, without limitation, legal fees and administrative expenses. Owner/Developer shall, after demand by the Village, pay the required amount to the Village.

18. Use of Funds in the Event of Breach of Agreement. If the Owner/Developer fails or refuses to complete the Public Improvements in accordance with this Agreement and the agreed-on construction schedule, or fails or refuses to correct any defect or deficiency in the Public Improvements, or fails or refuses to restore property in accordance with a demand from the Village, or in any manner fails or refuses to meet fully any of its obligations under this Agreement and/or the Subdivision Ordinance, then the Village may, in its sole and absolute discretion, draw on and retain all or any of the funds remaining in the Performance and Payment Letter of Credit, the Maintenance Letter of Credit or the Irrevocable Cash Deposit, or demand the surety perform its obligations under the Subdivision Performance Bond, and if necessary, file suit on said bond and retain the monies recovered from the surety under the Subdivision Performance Bond. The Village thereafter shall have the right to exercise its rights under this Agreement and the Subdivision Ordinance to take any other action it deems reasonable and appropriate to mitigate the effects of the failure or refusal by the Owner/Developer and to reimburse itself from the applicable construction security and/or maintenance security for all of its costs and expense, including without limitation legal fees and administrative expenses resulting from or incurred as a result of the Owner's/Developer's failure or refusal to fully meet its obligations under this Agreement and the Subdivision Ordinance. If the funds remaining in the Performance and Payment Bonds, Standby Letter of Credit (Performance and Payment), and/or Cash Bond are insufficient or pay fully the Village for all its costs and expenses to fully pay for the Public Improvements, and to maintain a cash reserve equal to 15% of the original construction security amount during the entire time the Maintenance Letter of Credit, Maintenance Bond or Maintenance Cash Deposit should have been maintained by the Owner/Developer, then the Owner/Developer shall, after demand of the Village, immediately deposit with the Village additional funds as the Village determines are necessary to fully repay the Village's costs and expenses and to establish the required maintenance cash reserve. Any subcontractor and material supplier of the Owner/Developer or Contractor or Subcontractor and/or a material supplier of any tier that provided labor and/or material in connection with the Public Improvements shall be deemed a third party beneficiary under the Subdivision Labor and Material Payment Bond that has perfected its lien rights in accordance with the Mechanic's Lien Act (if applicable) and the Public Construction Bond Act shall be authorized to bring suit thereon in accordance with the applicable statute.

19. Village Lien Rights. If any money, property, or other consideration due from the Owner/Developer to the Village pursuant to this Agreement is not either recovered from the construction security deposits required in paragraph 4 or paid or

conveyed to the Village by the Owner/Developer within ten (10) days after a demand for payment or conveyance, then the money, or the Village's reasonable estimate of the value of the property or other consideration, together with interest at the maximum rate permitted by law and costs of collection, including without limitation legal fees and administrative expenses, shall become a lien on the Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including without limitation legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a judgment of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Property from liability for any charges thereafter become due, nor form the lien of any subsequent charge.

20. Hold Harmless. Owner/Developer shall, in the event a claim is made against the Village, its officers, other officials, agents and employees or any of them, or if the Village, its officers, other officials, agents and employees or any of them, is made a party-defendant in any proceeding arising out of, or alleged to arise out of, the construction, installation, payment for, failure to pay for, maintenance and/or repair of the Public Improvements or in connection with this Agreement, including, but not limited to, matters pertaining to the hazardous material and other environmental matters, (except as may be required by provisions 765 ILCS 705/1 and 740 ILCS 35/1 of the Illinois Statute for the negligent acts and omissions of the Village, its officers, other officials, agents and employees or any of them) defend and hold the Village and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no agreement as to a conflict of interest, then Owner/Developer shall bear such expense.

21. Remedies.

A. It is agreed that the parties hereto shall have the following rights and remedies in the event of a breach or default hereunder.

(i) Enforce or compel the performance of this Agreement, at law or in equity by suit, action, mandamus or any other proceedings, including, but not limited to, injunction and/or specific performance.

(ii) Maintain an action to recover any sums which the other party has agreed to pay pursuant to this Agreement and which have become due and remain unpaid for more than 15 days following written notice of delinquency.

(iii) Draw upon any Performance and Payment Letter of Credit, Maintenance Letter of Credit, or Cash Bond, and/or to enforce and compel performance on any Performance and Payment Letter of Credit, Maintenance Letter of Credit if any draw is dishonored, and on any Subdivision Performance Bond, Subdivision Labor and Material Payment Bond and/or Maintenance Bond.

B. Upon a breach of this Agreement, any of the parties, by any action or proceeding at law or in equity, may exercise any remedy available at law or in equity. The remedies of the Village shall include, but not be limited to, the right to stop construction of the development and refuse issuance of further building permits in the event the Village deems the terms of this Agreement to have been violated.

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

22. Exercise of Home Rule Power. This Agreement is adopted pursuant to the provisions of the Illinois Municipal Code; provided, however, that any limitations in the Illinois Municipal Code in conflict with the provisions of this Agreement shall not be applicable, and as to all such provisions, the Village hereby exercises its home rule powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois.

23. Venue, Illinois law, attorney's fees. The parties agree that this Agreement shall be governed by Illinois law and that the proper venue for the enforcement of this Agreement shall be the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois. The Developer and the Owner, jointly and severally, agree to reimburse the Village for any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Developer and the Owner, or either of them, under this Agreement, regardless of whether a lawsuit is actually filed, within 15 days after the receipt of copies of paid invoices for such attorney's fees.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legatees, beneficiaries, successors in interest, assignees, and lessees.

25. Miscellaneous.

A. Notice. Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by the United States certified mail, postage prepaid and return receipt requested, as follows:

To the Village: Village of Bartlett
228 South Main Street
Bartlett, IL, 60103
Attention: Valerie L. Salmons, Village
Administrator

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

To the Owner: Bluff City Materials, LLC
2250 Southwind Blvd.
Bartlett, IL 60103
Attention: Jacob Mrugacz

With a copy to: Richard Guerard
Guerard, Kalina & Butkus
Suite H
310 S. County Farm Road
Wheaton, IL 60187

To the Developer: Reliable Materials Corporation of Illinois
2250 Southwind Blvd.
Bartlett, IL 60103
Attention: Jacob Mrugacz

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

[SIGNATURE PAGE FOLLOWS]

OWNER:
Bluff City, LLC

By: _____
Name:
Title:

VILLAGE OF BARTLETT

By: _____
Village President

Attest:

DEVELOPER:
Reliable Materials Corporation of Illinois

By: _____
Name:
Title

EXHIBIT A

LEGAL DESCRIPTIONS



Agenda Item Executive Summary

Item Name South Business Park

Committee
or Board Village Board

BUDGET IMPACT

Amount: N/A

Budgeted

List what
fund

EXECUTIVE SUMMARY

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

Attached is the PICA for the development known as South Business Park. This serves as an agreement between the Village and the developer, Reliable Materials Corporation of Illinois. This agreement has been reviewed and approved by the Village attorney.

ATTACHMENTS (PLEASE LIST)

Motion

Resolution

Public Improvements Completion Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion: I move the passage of Resolution 2015-____, a Resolution authorizing the execution of a Public Improvements Completion Agreement between the Village of Bartlett and Reliable Materials Corporation of Illinois for the South Business Park.

Staff: Dan Dinges, Director of Public Works

Date: 10/27/2015

RESOLUTION 2015-

A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENTS COMPLETION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND RELIABLE MATERIALS CORPORATION OF ILLINOIS FOR THE SOUTH BUSINESS PARK

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 Public Improvements Completion Agreement (the "Agreement") between the Village of Bartlett and Reliable Materials Corporation of Illinois dated November 3, 2015, a copy of which is appended hereto as Exhibit A, 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 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 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 its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: November 3, 2015

APPROVED: November 3, 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 the foregoing is a true, complete, and exact copy of the Resolution 2015-___ enacted on November 3, 2015, and approved on November 3, 2015 as same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PUBLIC IMPROVEMENTS COMPLETION AGREEMENT

MADE AND ENTERED into November __, 2015, by and among Bluff City, LLC (the "Owner"), and Reliable Materials Corporation of Illinois ("the Developer") and the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village"), hereinafter collectively referred to as the "Parties".

RECITALS:

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

b. The parcels legally described on Exhibit A inclusive, which are included in the "Overall Property Legal Description" set forth on Exhibit A, are hereinafter alternatively referred to as the "Property" or as the "South Business Park Property".

c. The Owner has applied for approval of a Preliminary and Final Plat of Subdivision and PUD Plan to amend the Planned Development for the South Business Park Property for the real estate known as the Bartlett Pointe West Property, which is legally described on Exhibit B (the "Subdivision").

d. The Owner and the Developer jointly and severally bind and obligate themselves to the obligations of the other as stated herein, but they are, nevertheless, sometimes hereinafter referred to collectively as the "Owner/Developer".

e. The Developer has submitted to the Village for its approval the engineering plans and specifications for the on-site and any off-site public improvements for the Property, including, but not limited to, site grading and erosion control, water distribution system, sanitary sewer system, storm water management and storm sewer system, street system, street lights, sidewalks, bicycle paths, driveway approaches, landscaping and tree planting (the "Public Improvements") prepared by Mackie Consultants, LLC dated April 24, 2013 last revised September 25, 2014 (the "Plans") for the Property (excluding the Bartlett Pointe West Property for which there are separate updated engineering plans and a separate Public Improvement Completion Agreement of even date herewith) and the Village Engineer has approved the Plans.

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

l. The Village is willing to execute the plat of subdivision or approve the PUD Plan only upon the condition that the Owner and the Developer agree to cause the Public Improvements for such Subdivision or PUD to be installed and completed in a

good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), will be fully paid for, and will be maintained by the Developer for a period of from 15 months to 24 months after their completion as determined by the Village Engineer, and such obligations, and those set forth herein, and/or in the Ordinances of the Village, will be properly secured.

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

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

1. The Village agrees to approve the final PUD Plan or cause the final plat of the Subdivision to be executed by its President, attested by its Clerk, signed by the Chairman of its Plan Commission, and, provided the Owner and/or the Developer shall secure all other necessary plat approvals and paid tax bills, recorded by the Recorder of Deeds of Kane County.

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

and (e) paying for the cost of all such maintenance and/or repair work. In the event that any of the Public Improvements are damaged, the burden shall be on the Developer to show that such damage was not caused by the Developer, its agents, servants, employees, successors or assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns or any subcontractor hired by such contractor.

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

(i) Site grading, including grading of rights-of-way, detention basins and/or retention ponds, lots and open space areas shall be completed on or before December 1, 2020

(ii) Underground improvements, including connection and testing of water mains, vaults and valve vaults, and installation of sanitary sewer mains and manholes and any required force main, have been completed on or before December 1, 2016

(iii) Storm water facilities, including storm sewer and underground items, detention items, wetland/riparian areas and erosion control, shall be completed on or before December 1, 2016.

(iv) Curbs and street base, including "first lift" of pavement shall be completed on or before December 1, 2016.

(v) Street lighting shall be completed on or before December 1, 2016.

(vi) Sidewalks and bicycle paths shall be completed on or before December 1, 2017.

(vii) Parkway and open space restoration (including removal of all material, overburden and soil stock piles, and repairs to catch basins, manholes and other structures located in parkways and open space areas), landscaping, and sidewalks and landscape buffer shall be completed on or before December 1, 2020.

(viii) Final street surface ("second lift"), including necessary repairs to street base "first lift", catch basins, manholes and other structures located between curb lines shall be completed on or before December 1, 2020.

4. The Owner/Developer further agree to furnish and cause to be maintained at all times proper construction security to guaranty the completion of, payment for, and maintenance of the Public Improvements, and as security for its obligations hereunder and under the Subdivision Ordinance in the amount of \$1,258,800.00. Such construction security shall be in the form of (i) a (1) Subdivision Performance Bond, and (2) a Subdivision Labor and Material Payment Bond,

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

5. The Owner shall furnish an Owner's Sworn Statement(s) and the Developer (or the Contractor and all other prime contractor(s) hired by the Owner to perform the Public Improvement work) shall each furnish to the Village Contractor's Sworn Statement(s), and each shall furnish such final waivers of lien from all subcontractors and material suppliers that furnished labor and/or material for or in connection with the Public Improvements as shall be necessary to insure the Village against mechanic's lien claims under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) and against claims for lien under the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) (West 2008) (the "Bond Act") on any Subdivision Performance Bond, Subdivision Labor and Material Payment Bond, Maintenance Bond, Standby Letter of Credit (Performance and Payment), Standby Letter of Credit (Maintenance) (hereinafter sometimes referred to as a "Maintenance Letter of Credit"), Irrevocable Cash Deposit Agreement, or other security that the Owner and the Developer, or either of them, has/have caused to be posted with the Village to secure their respective and mutual obligations under this Agreement and under the Subdivision Ordinance.

6. Construction and Maintenance Security.

A. Surety Bonds.

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

ii. Maintenance Bonds. Prior to the acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a Maintenance Bond in the amount of 15% of actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original penal sum on the Subdivision Performance Bond (the "Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance. The

Maintenance Bond shall be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period as determined by the Village Engineer, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which defect or deficiency the Village notifies the Developer within the Maintenance Period pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw, make a claim on and/or to bring suit to collect on the Maintenance Bond by reason of the Owner's/Developer's failure to fulfill its maintenance obligations under this Agreement and/or the Subdivision Bond, then the Owner/Developer shall within ten days thereafter cause the Maintenance Bond to be increased to its full original amount.

iii. Form of Surety Bonds. The Subdivision Performance Bond, Subdivision Labor and Material Payment Bond and the Maintenance Bond (sometimes collectively referred to herein as the "Surety Bonds"), shall each be in a form prescribed in the Subdivision Ordinance, except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, and each shall be issued by a surety company licensed by the Illinois Department of Insurance authorizing it to issue and execute surety bonds and the surety company shall have a financial strength rating ("FSR") of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or similar rating agency. As required under the Public Construction Bond Act (30 ILCS 550/0.01, *et seq.*), each of the Surety Bonds shall be deemed to substantially contain the following provisions whether such provisions whether such provisions are inserted in such bond or not:

(a) "The Principal and Sureties on this Bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the State or any political subdivision thereof will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this Bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this Bond is given (which in this instance is none), after final settlement between the officers, board, commission or agent of the State or of any political subdivision thereof and the Principal has been made.";

and

(b) "Upon the default of the Principal with respect to undertakings, covenants, terms, conditions, and agreements, the termination of the contractor's right to proceed with the work, and

written notice of that default and termination by the State or any political subdivision to the Surety ("Notice"), the Surety shall promptly remedy the default by taking one of the following actions:

(1) "The Surety shall complete the work pursuant to a written takeover agreement, using a completing contractor jointly selected by the Surety and the State or any political subdivision;
or

(2) "The Surety shall pay a sum of money to the obligee, up to the penal sum of the bond that represents the reasonable cost to complete the work that exceeds the unpaid balance of the contract sum.

"The Surety shall respond to the Notice within 15 working days of receipt indicating the course of action that it intends to take or advising that it requires more time to investigate the default and select a course of action. If the Surety requires more than 15 working days to investigate the default and select a course of action or if the surety elects to complete the work with a completing contractor that is not prepared to commence performance within 15 working days after receipt of Notice, and if the State or any political subdivision determines it is in the best interest of the State to maintain the progress of the work, the State or any political subdivision may continue to work until the completing contractor is prepared to commence performance. Unless otherwise agreed to by the procuring agency, in no case may the surety take longer than 30 working days to advise the State or political subdivision on the course of action it intends to take. The Surety shall be liable for reasonable costs incurred by the State or any political subdivision to maintain the progress to the extent the costs exceed the unpaid balance of the contract sum, subject to the penal sum of the bond."

Each Surety Bond shall (a) be construed under the laws of Illinois, (b) provide for exclusive jurisdiction in the circuit courts of Illinois and venue in the Circuit Court for the 18th Judicial Circuit of DuPage County, Illinois, and (c) at if any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Surety Bond from a different surety company meeting the minimum requirements set forth in paragraph 4.a.iii., and if any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, make a demand on the Subdivision Performance Bond and file suit on said Bond, and thereafter either hold all damages awarded or proceeds paid as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and

reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any, for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/et seq.) and that have not collected under the Subdivision Payment Bond. The aggregate amount of the Subdivision Performance Bond and Subdivision Labor and Material Payment bond may only be reduced to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk. No Surety Bond shall be released until the Public Improvement work is satisfactorily completed and all of the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance, and Ordinance 2015-_____ "An Ordinance Amending the Planned Development of the Bluff City South Business Park Property, Rezoning the Property from SR-5 PUD to SR-4 PUD, Granting a Special Use for a Preliminary/Final Single Family PUD Plan and Approval of a Preliminary/Final Subdivision Plat for Bartlett Pointe West" (collectively, the "Village Approvals") have been satisfied, and the corporate authorities of the Village have passed an ordinance accepting the Public Improvements for the Subdivision. Further, none of the Surety Bonds shall be released unless and until the Owner/Developer has presented to the Village Attorney owner's sworn statements, contractors' sworn statements, and final waiver s of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate full payment of the Public Improvements and full payment to all contractors, subcontractors, and material suppliers performing such work or furnishing such materials.

iv. Replenishment of Surety Bonds. If at any time the Village determines that the penal sum on each of the Performance and Payment Bonds is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Developer shall cause the Surety to increase the penal sum of the appropriate Surety Bond(s) to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit Agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may make demand upon the Principal and the Surety for the penal sum of the applicable Surety Bond(s) and pursue all remedies available to the Village under the applicable Surety Bond(s) and pursue any deficiency from such Owner/Developer.

v. Replacement Surety Bonds. In the event the surety on the Performance and Payment Bonds has issued a notice of expiration of the applicable bond as provided in the underlying Surety Bond, and/or in the event (i) the Owner/Developer has not performed all of its obligations under this Agreement, the Subdivision Ordinance and the other Village Approvals as determined by the Village in its sole discretion prior to the date by which the Village must bring suit on the Performance and Payment Bonds, or either of them to enforce it; and (ii) either (a) the issuer of the Performance and Payment Bond has not issued an extension or retraction of its notice of expiration more than 30 days prior to its expiration date, or (b) the Owner/Developer has not caused another surety company that meets the minimum requirements set forth in paragraph 4.A.iii. above to issue a replacement surety bond in form as prescribed in the Subdivision Ordinance with such deviations and modifications therefrom that are satisfactory to the Village Attorney within said 30 days prior to its expiration date, the Village may make a demand on the Principal and Surety on the Performance and Payment Bond and pursue all of its remedies thereunder. If at any time the Village determines that the Surety is no longer licensed by the Illinois Department of Insurance and authorized to issue and execute sureties in Illinois or its FSR has dropped below an A- on any of the specific rating agencies listed in paragraph 4.A.iii., is insolvent, or is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate bond obligations at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Owner/Developer provide replacement surety bonds from a surety that meets said requirements and which is satisfactory to the Village. The replacement surety bonds shall be deposited with the Village not later than 30 days after the demand. After deposit of the replacement surety bonds meeting said requirements, the Village shall surrender the original surety bonds to the Surety that issued them.

B. Letters of Credit.

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

ii. Maintenance Letter of Credit. Prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a new standby letter

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

iii. Form of Letters of Credit. The Performance and Payment Letter of Credit and the Maintenance Letter of Credit shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, and each shall be issued from a bank or financial institution (a) acceptable to the Village, (b) having capital assets of at least \$50,000,000 and a capital asset ratio of at least 6%, and (c) insured by the Federal Deposit Insurance Corporation or otherwise federally insured. Each letter of credit (a) shall be irrevocable and shall not be cancelled without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer prior to any draw on it by the Village, (c) shall not allow for any right of set off by the issuer thereof as to any amounts due from the Owner/Developer to the issuer, (d) shall be construed under the laws of Illinois, and (e) if at any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Standby Letter of Credit from a different issuer meeting the minimum requirements set forth in Section 11-9-9:A.3 of the Subdivision Ordinance, and if any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, (i) call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public

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

iv. Replenishment of Letters of Credit. If at any time the Village determines that the Performance and Payment Letter of Credit is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Developer shall cause the issuer to increase the amount of the appropriate letter of credit to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may draw down the entire remaining balance of the applicable letters of credit and pursue any deficiency from such Owner/Developer.

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

C. Cash Bonds.

i. A cash bond paid by the Owner/Developer pursuant to an Irrevocable Cash Deposit Agreement shall be held by the Village Treasurer in escrow by the Village to guaranty the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance, and the Village Approvals, including the Owner's/Developer's Maintenance Obligations. Upon satisfaction of the Owner's/Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance, the Cash Bond may be reduced to 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original Cash Bond amount (the "Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Cash Bond"). The Maintenance Cash Bond shall continue to be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period set forth in this Agreement, or (b) the date that is one (1) year after

the proper correction of any defect or deficiency in the Public Improvements pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw on the Maintenance Cash Bond by reason of the Owner's/Developer's failure to fulfill its obligations under this Agreement, then the Owner/Developer shall within ten (10) days thereafter cause the Maintenance Cash Bond to be increased to its full original amount. In the event the Owner/Developer has posted a Cash Bond and the Owner and the Developer, or either of them, fails to perform each of their respective joint and several obligations under this Agreement, the Subdivision Ordinance and the Village Approvals, or under any of them, the Village shall provide a notice of such default to the Owner/Developer, and the Owner/Developer shall have thirty (30) days (the "Cure Period") to cure any such default. In the event any and all defaults set forth in the notice of default are not cured within the Cure Period, the Village may use the funds held pursuant to the Irrevocable Cash Deposit Agreement to pay for the completion and maintenance of the Public Improvements, and after completion thereof, for the payment of labor and material provided by contractors other than the Developer, subcontractors and material suppliers with respect to the Public Improvements.

ii. Form of Cash Bond. The Cash Bond shall be paid and held pursuant to the terms of the Irrevocable Cash Deposit Agreement shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney. The Cash Bond (a) shall be irrevocably pledged as security to the Village to secure the Owner's/Developer's joint and several obligations and shall not be cancelled or subject to withdrawal without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer prior to any draw on it by the Village, (c) shall not be subject to claims of any creditor of the Owner/Developer or either of them or to levy, garnishment or hypothecation. If any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice other than the notice of default and without being required to take any further action of any nature whatsoever, (i) draw down the cash bond and use the proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of contractors other than the Developer, subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under the Public Construction Bond Act (30 ILCS 550/et seq.). The aggregate amount of the Cash Bond may be reduced only for completed

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

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

7. The Owner/Developer shall pay all costs, permit fees, engineering fees, testing fees, consulting fees, attorney's fees, connection fees, and other fees, costs and expenses required to be paid by the Owner and Developer, or either of them, to the Village under this Agreement, any Annexation Agreement, the ordinance approving the underlying subdivision, the Bartlett Municipal Code, and any other ordinance of the Village, or any of them, concerning the development of the Property.

8. The Owner/Developer shall provide, perform and complete properly, and in the manner specified herein and in the Subdivision Ordinance, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information data and other means and items necessary for the construction, installation and completion of the Public Improvements.

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

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

11. The Owner agrees to, and does hereby grant the Village of Bartlett and to the Bartlett Fire Protection District a non-exclusive license to go upon any part of the Property for the purpose of providing police and fire protection and enforcing the Illinois Vehicle Code and the Bartlett Vehicle Code on the streets and other areas of the Subdivision or PUD, except on individual lots conveyed to homeowners.

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

13. The streets in the Subdivision/PUD shall remain the property of the Owner/Developer until the adoption of an ordinance by the Corporate Authorities formally accepting such Public Improvements, and title to all underground improvements and other personal property required by the Subdivision Ordinance has been transferred to the Village by appropriate Bill of Sale. The Owner/Developer shall remain responsible for the maintenance of all of the Public Improvements in the Subdivision/PUD, including, but not limited to, any manholes, vaults, curbs or other structures which project above the pavement and which are damaged as the result of

the Village's snow-plowing activities, until the expiration of the Maintenance Period and any extension thereof as provided in this Agreement, unless the Maintenance Period and the maintenance security requirement is waived by the Corporate Authorities in its sole and absolute discretion on the recommendation of the Village Engineer, in which event the Owner/Developer shall maintain the Public Improvements until they (or such portion thereof) have been accepted by the Corporate Authorities

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

15. License to Village to Complete Public Improvements. In the event of a default and the election by the Village (and/or the Surety in the case of a Subdivision Performance Bond) to take over and complete the Public Improvements, the Owner, for itself and for its successors in interest and assigns hereby grants a non-exclusive license to the Village (and if applicable to the Surety) and their respective employees, engineers, consultants, contractors, subcontractors, material suppliers, agents and anyone hired by or on behalf of either of them, to complete the Public Improvements (the "Village Designees") in, under, upon, across, through and under the Property, and hereby assigns such right, and interest if any off-site easements or licenses granted to the Owner and the Developer, or either of them, to install or construct any off-site Public Improvements to serve the Subdivision development, to the Village and/or the Surety. In the event of such takeover of the Public Improvements, the Village will endeavor to require any contractor it hires to procure liability insurance in similar types, coverages, and amounts as required of the "Contractor" in paragraph 16 of this Agreement.

16. Insurance. The Developer (if it will act as the general contractor), or the Contractor (if the Owner and Developer hire a single general contractor or construction manager), or each prime contractor (if the Owner and Developer hire more than one contractor to construct and install the Public Improvements), each referred to for purposes of this paragraph as "Contractor", shall obtain and maintain insurance of the types and in the amounts listed as follows:

A. Commercial General and Umbrella Liability Insurance.

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and

shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

B. Continuing Completed Operations Liability Insurance.

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

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

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

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

C. Business Auto and Umbrella Liability Insurance.

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

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to

provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance.

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

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

E. General Insurance Provisions.

(i) Evidence of Insurance.

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

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

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

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

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

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

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

(ii) Acceptability of Insurers.

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

(iii) Cross-Liability Coverage.

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

(iv) Deductibles and Self-Insured Retentions.

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

(v) Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type and minimum amount of coverage specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

17. In the event the Village Engineer determines, in the Village Engineer's sole and absolute discretion, that the Owner/Developer (i) has failed to timely complete any of the eight categories of construction set forth in paragraph 3 on or before the completion dates therein specified; (ii) has not adequately maintained, any of the Public Improvements, or (iii) the Owner/Developer is otherwise in default under this Agreement, the Subdivision Ordinance or the Village Approvals, the Village may, after ten (10) days' prior written notice to the Owner/Developer (or without written notice in the case of emergency repair work deemed necessary by the Village Administrator), enter on any or all of the Property, for which the Owner have granted to the Village and to the Village's designees, a non-exclusive license pursuant to paragraph 15, and cause to be performed any work and pay any monies to cover the Owner's and/or the Developer's financial obligations hereunder using the funds pursuant to this Agreement drawn from the Construction Security or the Maintenance

Security deposited pursuant to this Agreement. The Village shall have the right to demand immediate payment directly from the Owner/Developer, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including, without limitation, legal fees and administrative expenses. Owner/Developer shall, after demand by the Village, pay the required amount to the Village.

18. Use of Funds in the Event of Breach of Agreement. If the Owner/Developer fails or refuses to complete the Public Improvements in accordance with this Agreement and the agreed-on construction schedule, or fails or refuses to correct any defect or deficiency in the Public Improvements, or fails or refuses to restore property in accordance with a demand from the Village, or in any manner fails or refuses to meet fully any of its obligations under this Agreement and/or the Subdivision Ordinance, then the Village may, in its sole and absolute discretion, draw on and retain all or any of the funds remaining in the Performance and Payment Letter of Credit, the Maintenance Letter of Credit or the Irrevocable Cash Deposit, or demand the surety perform its obligations under the Subdivision Performance Bond, and if necessary, file suit on said bond and retain the monies recovered from the surety under the Subdivision Performance Bond. The Village thereafter shall have the right to exercise its rights under this Agreement and the Subdivision Ordinance to take any other action it deems reasonable and appropriate to mitigate the effects of the failure or refusal by the Owner/Developer and to reimburse itself from the applicable construction security and/or maintenance security for all of its costs and expense, including without limitation legal fees and administrative expenses resulting from or incurred as a result of the Owner's/Developer's failure or refusal to fully meet its obligations under this Agreement and the Subdivision Ordinance. If the funds remaining in the Performance and Payment Bonds, Standby Letter of Credit (Performance and Payment), and/or Cash Bond are insufficient or pay fully the Village for all its costs and expenses to fully pay for the Public Improvements, and to maintain a cash reserve equal to 15% of the original construction security amount during the entire time the Maintenance Letter of Credit, Maintenance Bond or Maintenance Cash Deposit should have been maintained by the Owner/Developer, then the Owner/Developer shall, after demand of the Village, immediately deposit with the Village additional funds as the Village determines are necessary to fully repay the Village's costs and expenses and to establish the required maintenance cash reserve. Any subcontractor and material supplier of the Owner/Developer or Contractor or Subcontractor and/or a material supplier of any tier that provided labor and/or material in connection with the Public Improvements shall be deemed a third party beneficiary under the Subdivision Labor and Material Payment Bond that has perfected its lien rights in accordance with the Mechanic's Lien Act (if applicable) and the Public Construction Bond Act shall be authorized to bring suit thereon in accordance with the applicable statute.

19. Village Lien Rights. If any money, property, or other consideration due from the Owner/Developer to the Village pursuant to this Agreement is not either recovered from the construction security deposits required in paragraph 4 or paid or

conveyed to the Village by the Owner/Developer within ten (10) days after a demand for payment or conveyance, then the money, or the Village's reasonable estimate of the value of the property or other consideration, together with interest at the maximum rate permitted by law and costs of collection, including without limitation legal fees and administrative expenses, shall become a lien on the Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including without limitation legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a judgment of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Property from liability for any charges thereafter become due, nor form the lien of any subsequent charge.

20. Hold Harmless. Owner/Developer shall, in the event a claim is made against the Village, its officers, other officials, agents and employees or any of them, or if the Village, its officers, other officials, agents and employees or any of them, is made a party-defendant in any proceeding arising out of, or alleged to arise out of, the construction, installation, payment for, failure to pay for, maintenance and/or repair of the Public Improvements or in connection with this Agreement, including, but not limited to, matters pertaining to the hazardous material and other environmental matters, (except as may be required by provisions 765 ILCS 705/1 and 740 ILCS 35/1 of the Illinois Statute for the negligent acts and omissions of the Village, its officers, other officials, agents and employees or any of them) defend and hold the Village and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no agreement as to a conflict of interest, then Owner/Developer shall bear such expense.

21. Remedies.

A. It is agreed that the parties hereto shall have the following rights and remedies in the event of a breach or default hereunder.

(i) Enforce or compel the performance of this Agreement, at law or in equity by suit, action, mandamus or any other proceedings, including, but not limited to, injunction and/or specific performance.

(ii) Maintain an action to recover any sums which the other party has agreed to pay pursuant to this Agreement and which have become due and remain unpaid for more than 15 days following written notice of delinquency.

(iii) Draw upon any Performance and Payment Letter of Credit, Maintenance Letter of Credit, or Cash Bond, and/or to enforce and compel performance on any Performance and Payment Letter of Credit, Maintenance Letter of Credit if any draw is dishonored, and on any Subdivision Performance Bond, Subdivision Labor and Material Payment Bond and/or Maintenance Bond.

B. Upon a breach of this Agreement, any of the parties, by any action or proceeding at law or in equity, may exercise any remedy available at law or in equity. The remedies of the Village shall include, but not be limited to, the right to stop construction of the development and refuse issuance of further building permits in the event the Village deems the terms of this Agreement to have been violated.

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

22. Exercise of Home Rule Power. This Agreement is adopted pursuant to the provisions of the Illinois Municipal Code; provided, however, that any limitations in the Illinois Municipal Code in conflict with the provisions of this Agreement shall not be applicable, and as to all such provisions, the Village hereby exercises its home rule powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois.

23. Venue, Illinois law, attorney's fees. The parties agree that this Agreement shall be governed by Illinois law and that the proper venue for the enforcement of this Agreement shall be the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois. The Developer and the Owner, jointly and severally, agree to reimburse the Village for any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Developer and the Owner, or either of them, under this Agreement, regardless of whether a lawsuit is actually filed, within 15 days after the receipt of copies of paid invoices for such attorney's fees.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legatees, beneficiaries, successors in interest, assignees, and lessees.

25. Miscellaneous.

A. Notice. Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by the United States certified mail, postage prepaid and return receipt requested, as follows:

To the Village: Village of Bartlett
228 South Main Street
Bartlett, IL, 60103
Attention: Valerie L. Salmons, Village
Administrator

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

To the Owner: Bluff City Materials, LLC
2250 Southwind Blvd.
Bartlett, IL 60103
Attention: Jacob Mrugacz

With a copy to: Richard Guerard
Guerard, Kalina & Butkus
Suite H
310 S. County Farm Road
Wheaton, IL 60187

To the Developer: Reliable Materials Corporation of Illinois
2250 Southwind Blvd.
Bartlett, IL 60103
Attention: Jacob Mrugacz

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

[SIGNATURE PAGE FOLLOWS]

OWNER:
Bluff City, LLC

By: _____
Name:
Title:

VILLAGE OF BARTLETT

By: _____
Village President

Attest:

DEVELOPER:
Reliable Materials Corporation of Illinois

By: _____
Name:
Title

EXHIBIT A

LEGAL DESCRIPTIONS



Agenda Item Executive Summary

Item Name Estimated Tax Levy Committee or Board Board

BUDGET IMPACT

<i>Amount:</i>	\$9,265,478	<i>Budgeted</i>	\$9,265,478
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<i>List what fund</i>	General
	Police Pension
	Debt Service

EXECUTIVE SUMMARY

The Village Board discussed the proposed tax levy at the October 20th Committee meeting. The memo before the Village Board tonight is to establish an estimated 2015 property tax levy. The next step in the process will be to conduct a public hearing on the 2015 property tax levy at the November 17, 2015 Board meeting at 7:00 PM. The 2015 property tax levy is then to be approved at the December 1st Village Board meeting.

ATTACHMENTS (PLEASE LIST)

Finance Memo 2015-32

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

MOTION: I move that the estimated 2015 property tax levy be established at \$9,265,478.

Staff: Jeff Martynowicz, Finance Director

Date: 10/27/2015

Village of Bartlett

Finance Department Memo

2015 - 32

DATE: October 27, 2015

TO: Valerie L. Salmons, Village Administrator

FROM: Jeff Martynowicz, Finance Director



SUBJECT: 2015 Estimated Property Tax Levy

The Village Board discussed the proposed tax levy at the October 20th Committee meeting. The memo before the Village Board tonight is to establish an estimated 2015 property tax levy. The next step in the process will be to conduct a public hearing on the 2015 property tax levy at the November 17, 2015 Board meeting at 7:00 PM. The 2015 property tax levy is then to be approved at the December 1st Village Board meeting.

Below is a chart showing the estimated 2015 levy compared to the 2014 levy extension. The estimated property tax levy for 2015 totals \$9,265,478 a 1.85% decrease over the 2014 extension.

Proposed Levy Compared to Prior Year's Extension				
	2015			
	Proposed	2014	Increase	Percent
	Levy	Extension	(Decrease)	Change
General Corporate	6,433,094	6,498,068	(64,974)	-1.00%
Police Pension	1,152,049	1,243,929	(91,880)	-7.39%
Subtotal	7,585,143	7,741,997	(156,854)	-2.03%
Debt Service	1,680,335	1,697,815	(17,480)	-1.03%
TOTAL	9,265,478	9,439,812	(174,334)	-1.85%

An estimated levy must be established at least 20 days prior to adoption of the final levy, which is scheduled for December 1, 2015. Therefore, the estimated levy must be established at the November 3, 2015 Board meeting. This is a procedural matter that can be accomplished by adopting the motion below.

MOTION: I move that the estimated 2015 property tax levy be established at \$9,265,478.



Agenda Item Executive Summary

Item Name Amplifier Permit for BAPS Committee or Board Board

BUDGET IMPACT

Amount:	NA	Budgeted	NA
List what fund	NA		

EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT (a)** to allow for a PA System for the Diwali and Hindu New Year celebration at BAPS, 1851 S. IL Route 59 on Wednesday, November 11, 2015 from 7:30 P.M. to 8:15 P.M.

ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

MOTION: I move to approve the request of Yagnesh V. Patel, BAPS Swaminarayan Mandir, for an Amplifier Permit to allow for a PA System to operate during the Diwali and Hindu New Year celebration on Wednesday, November 11th, 2015 from 7:30 P.M. until 8:15 P.M. at 1851 S. IL Route 59.

Staff: Jim Plonczynski, CD Director Date: 11/3/2015

COMMUNITY DEVELOPMENT MEMORANDUM

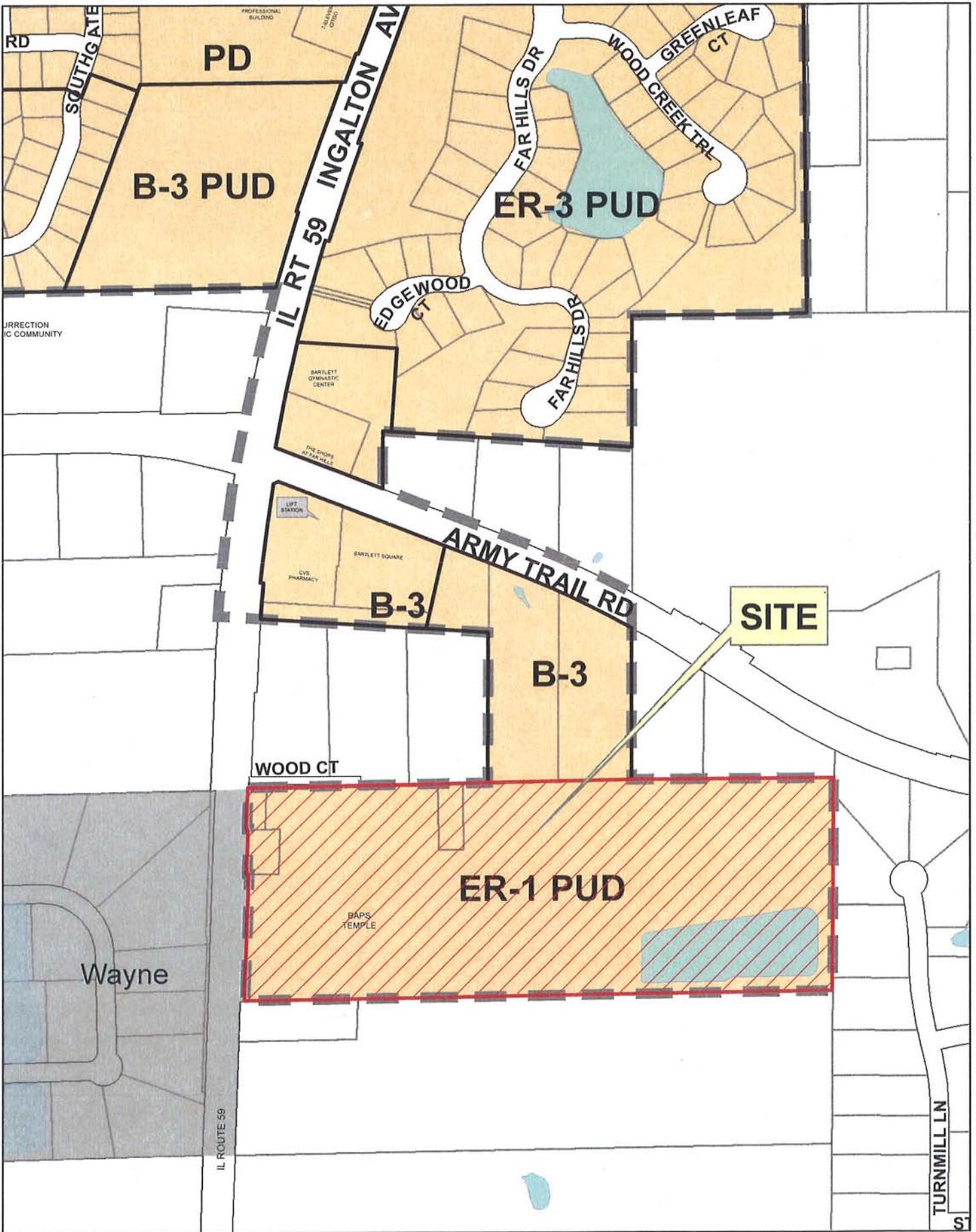
15-226

DATE: October 21, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, CD Director
RE: Amplifier Permit Request

Attached is the application from Yagnesh V. Patel, BAPS Swaminarayan Mandir, requesting approval for a permit to operate an amplifier for a PA System for a Diwali and Hindu New Year celebration at 1851 S. IL Route 59. This event is scheduled to take place on Wednesday, November 11th, 2015 from 7:30 P.M. to 8:15 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





Agenda Item Executive Summary

Item Name BAPS Fireworks Request Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund

EXECUTIVE SUMMARY

BAPS will be hosting a Diwali and Hindu New Year celebration in November. BAPS is requesting permission to have a 15-30 minute fireworks display on November 11th as part of the celebration. The show is expected to begin at 8:30 pm

The contractor, Mad Bomber Fireworks Productions, has received the appropriate permit (pending) from the Bartlett Fire Protection District regarding the fireworks display. The fire protection district permit and the certificate of insurance from Mad Bomber Fireworks Productions, which has been reviewed and approved by the Village Attorney, are attached for your review. Also attached is a location of where the display will occur.

ATTACHMENTS (PLEASE LIST)

Memo, Permit, Insurance, Map

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

MOTION: I move to approve the fireworks display for the BAPS New Year's Celebration November 11, 2015.

Staff: Scott Skrycki, Assistant to the Village Administrator Date: 10/19/2015

Memorandum

To: Paula Schumacher, Assistant Village Administrator
From: Scott Skrycki, Assistant to the Village Administrator
Date: 10/28/2014
Re: BAPS Fireworks Display

BAPS will be hosting a Diwali and Hindu New Year celebration in November. BAPS is requesting permission to have a 15-30 minute fireworks display on November 11th as part of the celebration. The show is expected to begin at 8:30 pm

The contractor, Mad Bomber Fireworks Productions, has received the appropriate permit (pending) from the Bartlett Fire Protection District regarding the fireworks display. The fire protection district permit and the certificate of insurance from Mad Bomber Fireworks Productions, which has been reviewed and approved by the Village Attorney, are attached for your review. Also attached is a location of where the display will occur.



MEMO

Date:	October 28, 2015
To:	Scott Skrycki, Village of Bartlett
From:	A/C Mike Kelly
Re:	BAPS Dwali fireworks display

Attached is the information provided by Planet Productions/Mad Bomber for the Dwali fireworks display at the BAPS facility on November 11, 2015. The Bartlett Fire Protection District permit is pending the receipt of additional information regarding the site plan submittal and the pyrotechnician's license information. As soon as I receive this information, a permit will be issued and will be forwarded to the Village of Bartlett.

If you have any questions, please contact me.

ATTENTION: MICHAEL KELLY, BARTLETT FIRE PROTECTION DISTRICT

PERMIT TO PROCESS AND DISPLAY FIREWORKS

County DUPAGE State IL
_____ 20 15

TO WHOM IT MAY CONCERN: GREETINGS

Application having been made in accordance with the laws of the State of ILLINOIS,
this permit is issued to BAPS TEMPLE 1851 S. RT.59 PRAMUKH ROAD BARLETT, IL 60103

Giving them the right to exhibit display fireworks on the 11TH day of NOVEMBER, 20 15
at DUSK 8:30 clock P.M. at ABOVE LOCATION in said County, BARLETT, IL DUPAGE CO.
in connection with HINDU NEW YEARS EVE2015 celebration.

SHERIFF OR CHIEF OF THE FIRE DEPARTMENT

Mad Bomber Fireworks Productions
KINGSBURY INDUSTRIAL PARK

Signature of officer issuing permit



STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION
 1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

Planet Productions
 3999 Hupp Road P.O. Box 418
 Kingsbury, IN 46345-0418

IL06-OP-00029

License #

05/15/2018

EXPIRATION DATE

Matt Perez

Matt Perez

STATE FIRE MARSHAL

OP

CLASSIFICATION

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2015

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
Arthur J. Gallagher Risk Management Services, Inc.
777 108th Ave NE, #200
Bellevue WA 98004

CONTACT NAME: Kristen Look
PHONE (A/C No., Ext): 425-586-1016 **FAX (A/C No.):** 425-451-3716

INSURED **MIANINC-01**
Mad Bomber Fireworks Productions
3999 E. Hupp Road, Building R-3-1
La Porte, IN 46350

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: James River Insurance Company	12203
INSURER B: Berkshire Hathaway Homestate Insura	20044
INSURER C: Travelers Property Casualty Co of A	25674
INSURER D:	
INSURER E:	
INSURER F:	

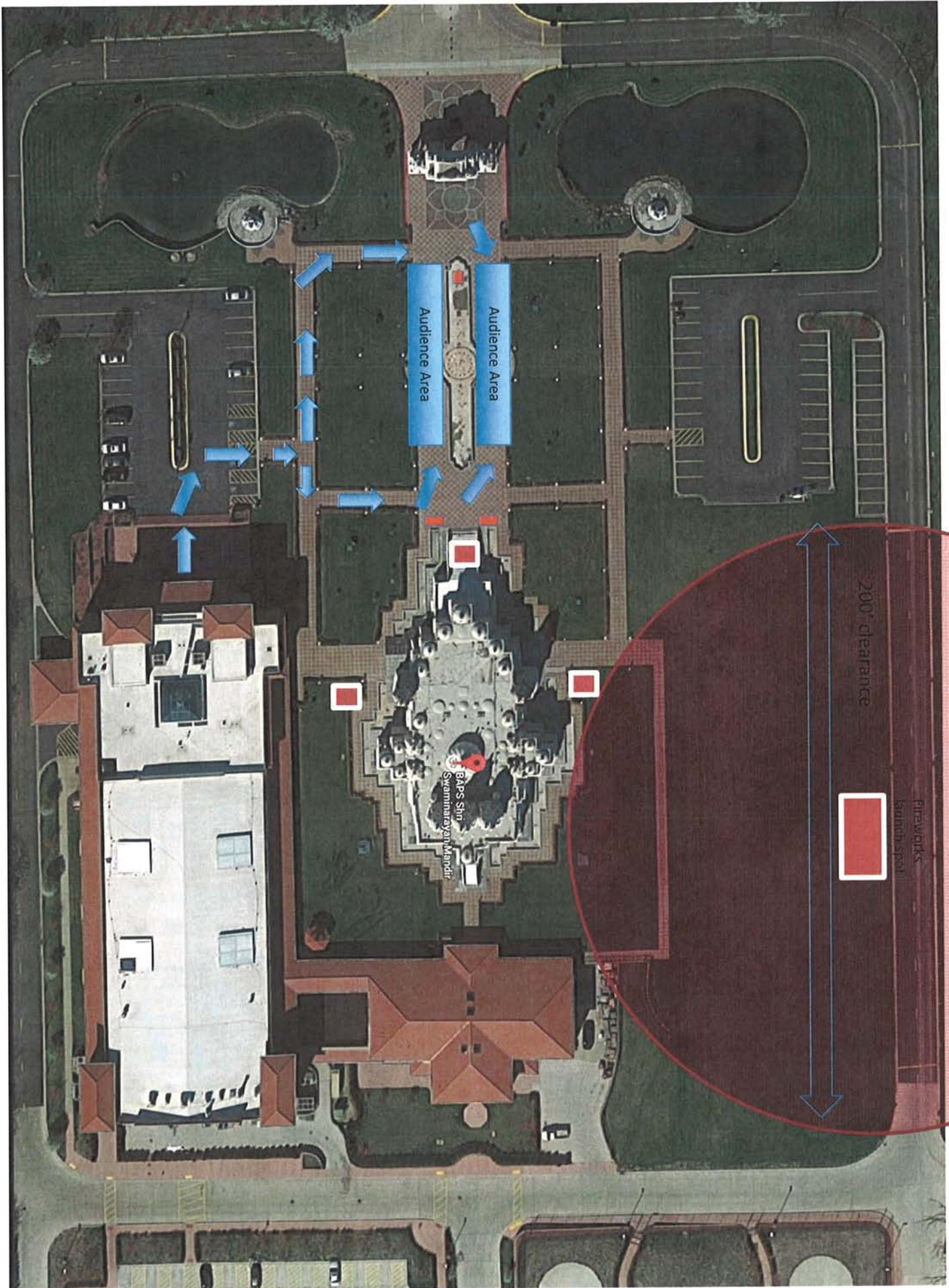
COVERAGES **CERTIFICATE NUMBER: #15-0111** **REVISION NUMBER:**

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 SUBR INSD / 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 <input checked="" type="checkbox"/> Per Show Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		00061032-1	2/4/2015	2/4/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		02TRM01080001	2/4/2015	2/4/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		00061033-1	2/4/2015	2/4/2016	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	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 N/A	6JUB5B938426	6/12/2015	6/12/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as additional insured on the General Liability policy per form number FP5201 01-12
OPERATIONS: FIREWORKS DISPLAY
ADDITIONAL INSUREDS:
BOCHASANWASI SHRI AKSHAR PURUSHOTTAM SWAMINARAYAN SANSTHA-MIDWEST, INC.
VILLAGE OF BARTLETT, IL BARTLETT FIRE PROTECTION DISTRICT, DUPAGE COUNTY

<p>CERTIFICATE HOLDER</p> BOCHASANWASI SHRI AKSHAR PURUSHOTTAM SWAMINARAYAN SANSTHA-MIDWEST, INC. 1851 S. Rt.59 PRAMUKH ROAD BARTLETT, IL 60103 c/o ARPIT PATEL	<p>CANCELLATION</p> 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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Agenda Item Executive Summary

Item Name Tall Grass Open Burn Permit Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund			
EXECUTIVE SUMMARY			
<p>Pizzo and Associates, Ltd. would like to conduct a controlled burn on behalf of the Tallgrass Homeowners' Association. The burn will occur around the wetlands areas of the subdivision. The open burn is scheduled to take place between November 7, 2015 and June 3, 2016. Advance notice will be given to the Police Department and Fire Protection District prior to the burn once a specific date is set.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo, Permit, IEPA approval, Map			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

MOTION: I move to approve the open burn request from Pizzo and Associates,LTD. to conduct an open burn on behalf of the Tallgrass Homeowners Association.

Staff: Scott Skrycki, Assistant to the Village Administrator Date: 10/19/2015

Memorandum

To: Scott Skrycki, Assistant to the Administrator
From: Tyler Isham, Administrative Intern
Date: 10/27/2015
Re: Open Burn Request-Tallgrass Subdivision

Pizzo and Associates, Ltd. would like to conduct a controlled burn on behalf of the Tallgrass Homeowners' Association. The burn will occur around the wetlands areas of the subdivision. The open burn is scheduled to take place between November 7, 2015 and June 3, 2016. Advance notice will be given to the Police Department and Fire Protection District prior to the burn once a specific date is set.

Pizzo and Associates has already secured the necessary IEPA and Bartlett Fire Protection District open burn permits, which are attached for your review. A map of the burn is also attached. This submittal can be approved pending certificate of insurance review and approval of the Village Attorney.

OFFICAL PERMIT COPY



Bartlett Fire Protection District
Fire Prevention Bureau
234 N. Oak Avenue
Bartlett, IL 60103
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 15-007

Date Issued: October 21, 2015 Expires: June 3, 2016

Installation of: Fire Alarm System [] Sprinkler System [] Ansul System []
Above Ground Tank [] Other []

Activity: Fireworks Display [] Bon Fire [] Other [] **Controlled Burn**

:

Location: Tallgrass HOA
Address: 414-416 Sundance Dr.
City: Bartlett, Illinois 60103

Applicant: Pizzo and Associates- Evan Barker
Address: 136 Railroad St. P.O. Box 98
City: Leland, Illinois 60531

The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Bartlett Fire Protection District Fire Prevention Code and Local Ordinances.

Notification of controlled burns shall be done on the day of the activity to the Fire District at 630-837-3701. The following requirements shall be adhered to when conducting a controlled burn:

- The location for open burning shall not be less than 50 feet from any structure and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure.*
- The fire shall be constantly attended until the fire is extinguished.*
- A minimum of one portable fire extinguisher, or other means of fire extinguishment, shall be available for immediate utilization.*

Approved By: *Michael Kelly*
Assistant Fire Chief

Applicant Copy



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-2829

BRUCE RAUNER, GOVERNOR

LISA BONNETT, DIRECTOR

217/782-2113

OPEN BURNING PERMIT

PERMITTEE

Pizzo & Associates, Ltd.
Attn: Evan Barker
136 Railroad Street
Leland, Illinois 60531

Application Number: B1505015 I.D. Number: 099035
Date Issued: June 3, 2015 Date Received: May 06, 2015
Date Open Burning May Begin: One Day from Date Issued
Date Open Burning Must Cease: One Year from Date Issued
Open Burning of: Prairie/Wetland for Ecological Management
Location: Tallgrass HOA - 414-416 Sundance Drive, Bartlet
County: DuPage

Permit is hereby granted to open burn the above-referenced material, subject to the standard conditions attached hereto and the following special conditions:

1. Issuance of this permit shall not exempt this open burning from applicable local restrictions.
2. Section 9(a) of the Environmental Protection Act is applicable to open burning, i.e., persons affected by such open burning may lodge complaints with the Environmental Protection Agency if the burning is injurious to human, plant, or animal life, to health, or to property, or unreasonably interferes with the enjoyment of life or property.
3. Burning shall take place only when wind is blowing away from roadways, residences, railroad tracks and populated areas.
4. Prior to each scheduled burn the Permittee shall notify residences and businesses that may be affected, of the intended open burning activity.
5. The Permittee shall notify and receive prior approval from the local fire protection district at least 24 hours prior to the actual burn.
6. Open burning is prohibited on "Orange AQI or Worse" or "Air Pollution" alert days. Information regarding alert status may be obtained by calling:

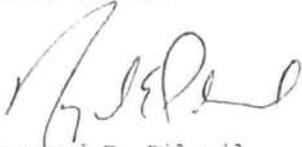
Page 2

For Cook County - 312-744-4365
For Lake, McHenry, Kane, DuPage and Will Counties - 708-865-6320
For Monroe, St. Clair, and Madison Counties - 314-645-5505
between May - September

Or

Check <http://www.epa.state.il.us/air/aqi/index.html> for the AQI website.

If you have any questions on this permit, please call Floyd McKinney at the above number.

A handwritten signature in black ink, appearing to read 'R. Pilapil', is written over the typed name.

Raymond E. Pilapil
Acting Manager, Permit Section
Division of Air Pollution Control

REP:FEM:psj

cc: Region 1

Leger





Leger T2

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A



Agenda Item Executive Summary

Item Name Internet Auction of Surplus Personal Property Committee or Board Board

BUDGET IMPACT

Amount:	Budgeted
List what fund	

EXECUTIVE SUMMARY

We are planning to dispose of seven vehicles and other personal property items by internet auction. The personal property items include mowers and other equipment from Public Works and Golf departments. A detailed list of the items is attached.

The surplus vehicles and property are to be auctioned by Obenauf Auction Services. As part of their service, Obenauf identifies potential bidders who may be interested in the type of vehicles and equipment we wish to sell. We have used Obenauf in prior years, and the service they provide has proven to be a very effective method for disposal of our surplus property.

I have attached an ordinance authorizing the sale of personal property through the Obenauf Auction Service. Please place this on the next available Board Agenda.

ATTACHMENTS (PLEASE LIST)

Ordinance is attached.

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

Motion: I move the Village Board adopt Ordinance 15 - _____, an Ordinance authorizing the sale by internet auction of surplus personal property owned by the Village of Bartlett by Obenauf Auction Services.

Staff: Dan Dinges, Public Works Director Date: 10/16/15

MEMO

Date: October 16, 2015

To: Valerie L. Salmons,
Village Administrator

From: Dan Dinges,
Public Works Director

Re: Internet Vehicle Auction

We are planning to dispose of seven vehicles and other personal property items by internet auction. The personal property items include mowers and other equipment from Public Works and Golf departments. A detailed list of the items is attached.

The surplus vehicles and property are to be auctioned by Obenauf Auction Services. As part of their service, Obenauf identifies potential bidders who may be interested in the type of vehicles and equipment we wish to sell. We have used Obenauf in prior years, and the service they provide has proven to be a very effective method for disposal of our surplus property.

I have attached an ordinance authorizing the sale of personal property through the Obenauf Auction Service. Please place this on the next available Board Agenda.

ORDINANCE 2015-_____

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET
AUCTION OF SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF BARTLETT**

WHEREAS, the Illinois Municipal Code requires the adoption of an ordinance passed by a simple majority of the corporate authorities then holding office declaring personal property that the Village of Bartlett (the "Village") desires to sell "no longer necessary or useful to or for the best interest of" the Village, and that transfer of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

WHEREAS, Obenauf Auction Service Incorporated is a private corporation located in Ingleside, Illinois, that provides internet-based auctions of personal property declared surplus by municipalities, townships and private parties

WHEREAS, staff has recommended that the Corporate Authorities authorize the sale of the used vehicles and motorized equipment described on Exhibit A, a copy of which is attached hereto and incorporated herein (the "Surplus Vehicles, Motorized Equipment and Other Personal Property"), as it is no longer necessary or useful or for the best interest of the Village, through the Obenauf Auction Service Incorporated on-line auction site to the respective highest bidders bidding on the purchase of the Surplus Vehicles & Motorized Equipment;

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

SECTION ONE: Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the "Board") hereby find and declare that the Vehicles, Motorized Equipment and other Personal Property, defined in the recitals herein and listed on Exhibit A is no longer necessary or useful to or for the best interest of the Village.

SECTION TWO: Pursuant to said Section 11-76-4 and the Village's home rule authority, the Board authorizes the Village Administrator, or her designee, Daniel Dinges, to sell the Surplus Vehicles, Motorized Equipment and Other Personal Property through the Obenauf Auction Services Incorporated on-line auction site to the respective highest bidders, contingent upon said bidders agreeing to the terms and conditions of the Village's Online Sale – Terms and Conditions for Surplus Vehicles & Motorized Equipment, a copy of which is attached hereto and incorporated herein as Exhibit B (the "Seller's Agreement"), unless the bidder's acceptance of said terms and conditions of the Seller's Agreement is waived in writing by the Village Attorney.

SECTION THREE: The Village Clerk is directed to deliver a copy of the Seller's Agreement to Obenauf Auction Services Incorporated to be posted on its on-line auction site.

SECTION FOUR: The Village Administrator and the Assistant Village Administrator, or either of them, are each hereby authorized and directed to sign vehicle titles and such other documents as may be necessary to transfer ownership of the Surplus Vehicles, Motorized Equipment and Other Personal Property as provided herein upon receipt of the proceeds of the sale and confirmation of the successful bidder's acceptance

of the terms and conditions of the Seller's Agreement or waiver of that requirement by the Village Attorney, subject to the provisions of Section Two above.

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

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

SECTION SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles, Village Clerk

Village of Bartlett
 Ordinance 15- _____
 Attachment "A": Surplus Vehicles, Motorized Equipment and
 Other Personal Property List

Serial / VIN	Yr	Make	Model / Description	Equipment Number
1FAHP53256A146489	2005	Ford	Taurus	
1FDAF56PO5EC71618	2005	Ford	F550 Super Duty	05-014
1FAFP53295A145500	2005	Ford	Taurus	
1FDAF56FX2EC88879	2002	Ford	F550 Aerial lift truck	05-025
853879	1988	Troy built	RotoTiller	88-E010
HD18	1990	Carolina Tool and Equipment company	HD 10 Band Saw	
		Mott	Hammer Knife Mower	
		Ideal Electric	Well pump electric motor	
	1955	Ford	Farmer Tractor	
	1984	Ford	2910 Tractor	
1697661AR	1998	EZstriper	583	98-E005
	1989	Scotchlite	HSRA36 (sign press)	
5553	1962	Root Spring Scraper Co.	441V 62 V-Plow Snow Plow	
		Duncan	Coin operated parking meters	
		Southern Specialties	Stainless steel 100 slot parking lot pay box	

Village of Bartlett
 Ordinance 15- _____
 Attachment "A": Surplus Vehicles, Motorized Equipment and
 Other Personal Property List

Serial / VIN	Yr	Make	Model	Equipment Number
970807	1997	Multiquip	VR-36H Roller	97-E014
	2000	HWI	Mud jacking pump	00-E071
	2000	Sweepster	Sweeper for skid loader	
	1967	Milwaukee	Generator	67-E055
			Fine Boxes (2)	
		All Sign	(6) Plastic Stop Signs	
		Hoyle	Shoulder Shaper	
016657		FFC	6' Snow Plow for skid loader	
	1980	Homeline	1 ½ Trash pump	80-E056
		Metrotech	9800XT Utility Locater	
		Metrotech	810 Utility Locater	
		Ditch Witch	70 Series Utility Locater	
		Metrotech	810 Utility Locater (missing ground unit)	
3254	1980	SnoGo	MP3D Snow Blower	80-E025
			Roadway guard rail 10-13' lengths	

Village of Bartlett
Ordinance 15- _____
Attachment "A": Surplus Vehicles, Motorized Equipment and
Other Personal Property List

Serial / VIN	Yr	Make	Model	Equipment Number
			Steel 1000 gallon storage tank	
934105114		Ransome	Walk Behind Mower 934405	

EXHIBIT B

VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS

ON-LINE SALES – TERMS AND CONDITIONS FOR SURPLUS VEHICLE & MOTORIZED EQUIPMENT

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of On-Line Sales for Vehicles and Motorized Equipment, and agree to pay for and remove the property, if the bid is accepted by the dates and times specified.

Disclaimer and Indemnification.

THE VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS (the "Seller") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE regarding the vehicles and motorized equipment being sold by the Village to Buyer (the "Personal Property"). Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale, offer for sale, and/or conveyance of the Personal Property. In no event shall Seller be liable to Buyer or anyone else for any loss of profit, direct, indirect, incidental, collateral, and/or exemplary damages and/or any liability of any kind relative to the sale, offer for sale, and/or conveyance of the Personal Property.

Buyer agrees to purchase the Personal Property, in "AS IS", "WHERE IS" condition with all faults. Buyer understands that Seller does not expressly or implicitly warrant that the Personal Property meets or complies with any applicable safety and/or regulatory standards (examples: ASTM, ANSI, FMVSS). Buyer is solely responsible for determining that the Personal Property is appropriate for any and all particular uses.

Buyer, for himself/herself/itself, and Buyer's heirs, legatees, legal representatives, directors, officers, shareholders, managers, members, employees, successors and assigns, hereby releases the Village of Bartlett, and its officials, officers and employees, from any and all claims, liabilities, actions, and/or causes of action resulting from injuries, death, damages and/or losses resulting from injuries, death, damages and/or losses arising out of, connected with or in any way associated with the condition of or use of the Personal Property.

To the fullest extent permitted by law, Buyer shall indemnify, hold harmless and defend the Village of Bartlett, its officials, officers and employees from any and all claims,

liabilities, actions, and/or causes of action resulting from injuries, death, damages and/or losses arising out of, connected with, or in any other way associated with the condition of and/or use of the Personal Property.

Personal and Property Risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller from liability therefor.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the vehicles and motorized equipment prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Please contact Daniel Dinges, Public Works Director, phone 630-837-0811, fax 630-837-9043, or e-mail: ddinges@vbartlett.org.

Consideration of Bid. Village of Bartlett reserves the right to reject any and all bids and to withdraw from sale any of the Personal Property listed.

Buyer's Certificate. Successful bidders will receive a notice by email from Obenauf Auction Services Incorporated (the "Notice").

Payment. Payment in full is due not later than five (5) business days from the time and date of the Notice. Acceptable forms of payment are:

- Cash (U.S. currency)
- Certified Check (Non-cancelable, with Letter of Certified Funds from bank)
- Money Order
- Cashiers Check

Checks shall be made payable to Village of Bartlett. Payments shall be made at the location indicated by the Village.

Removal. All items must be removed within ten (10) business days from the time and date of issuance of the Notice. Purchases will be released only upon receipt of payment as specified above. Successful bidders are responsible for removal of any and all property awarded to them from the place where the property is located as indicated on the website. The Buyer will make all arrangements and perform all work necessary, for removal of the property. Under no circumstances will the Village of Bartlett assume responsibility for delivery. Property may be removed between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays by prior appointment only. Please contact Daniel Dinges, Public Works Director, phone 630-837-0811, fax 630-837-9043, or e-mail ddinges@vbartlett.org, regarding scheduling payment for and pick up of Personal Property.

Vehicles of Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. The Village of Bartlett will not issue replacement titles.

Default. Default by Buyer shall include (1) failure by Buyer to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. If the Buyer fails in the performance of any obligation hereunder, as provided herein, Seller may terminate this Agreement and shall be entitled to all rights and remedies as are provided by law and/or equity, including attorney's fees and court costs. Seller reserves the right to reclaim and resell all items not removed by Buyer upon the expiration of the specified removal date.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Print name of Buyer if individual:

[_____]

Signature of Buyer

Print name of entity if Buyer is a partnership corporation or limited liability company:

[_____]

Print title of signer if Buyer is a partnership corporation or limited liability company:

[_____]

Signature