

**VILLAGE OF BARTLETT**

**COMMITTEE AGENDA**

**DECEMBER 5, 2017**

**PLANNING & ZONING, Chairman Hopkins**

1. Solicitation of Bids for Vacant 1.87 Acre Parcel in Town Center Subdivision
2. 2018 Board/Committee Meeting Schedule

**POLICE & HEALTH, Chairman Carbonaro**

1. TOD Implementation Strategy–25 MPH on Key Downtown Roadways



# Agenda Item Executive Summary

Item Name    Solicitation of Bids for Village Owned Property    Committee or Board    Committee

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The Village Board approved the Downtown Transit Oriented Development (TOD) Plan on October 18, 2016.

One of the undeveloped land sites in the TOD Plan includes a 1.87-acre parcel east of the Town Center and is called Opportunity Site E in the Plan.

Staff has received some inquiries from potential developers about the site and is requesting to issue a solicitation of bids to qualified developers and contractors of transit-oriented multi-family residential projects in an effort to attract the highest-quality development that the Village can for the site, as well as proceed via a transparent public process for the selling of this Village owned property.

Staff seeks comments and direction from the Committee prior to proceeding with this RFP.

## ATTACHMENTS (PLEASE LIST)

Memorandum from Village Attorney Mraz, Draft Request for Proposals, maps of site, section of TOD Plan addressing Opportunity Site E, Form of Purchase and Sale Agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

Staff:                    Tony Fradin, Economic Dev. Coordinator                    Date:                    November 27, 2017

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

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DAVID W. GULLION  
ASSOCIATE  
DWG@MRAZLAW.COM

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## MEMORANDUM

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TO: President and Board of Trustees of the Village of Bartlett  
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz, Village Attorney

DATE: November 27, 2017

RE: Site of Vacant 1.87 Acre Parcel in Bartlett Town Center Subdivision

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In connection with the Bartlett Downtown TIF, the Village acquired and assembled various industrial and commercial properties totaling 7.8 acres (the "Town Center Property") across from the Bartlett Municipal Center, and in 2005 approved of the Bartlett Town Center Subdivision for that property consisting of 17 lots, and approved PD Planned Development zoning, granted a special use permit for the Downtown Center Planned Unit Development, and approved of the Downtown Center retail and residential site plans with respect to that property. In 2002, the Village issued an RFP to solicit developers to propose development concepts for that property, and eventually selected New England Builders to purchase and develop the Town Center Property in phases.

When the real estate market collapsed in 2008, New England Builders was no longer in a position to purchase and develop the remaining undeveloped parcels, and was in default under its Redevelopment Agreement with the Village. At that time and there still remains a commercial site north of the Bartlett Town Center retail loft building (the "Vacant Commercial Site") and a 1.87 +/- acre residential site (Lots 11, 12, 13 and 14 in the Bartlett Town Center Subdivision) located at the southwest corner of East Railroad Avenue and South Berteau Avenue (the "Subject Property") that were never purchased and developed by New England Builders, both of which continue to be owned by the Village. In 2005 the Downtown Center PUD was amended with respect to the Subject Property to allow two, three-story 27 unit condominium buildings that match the other Bartlett Down Town Center buildings. After New England Builders defaulted, other developers expressed little interest in completing the Bartlett Town Center development as it is currently zoned. In 2016, the

Village Board approved the Downtown Transit Oriented Development Plan (the "TOD Plan") which designates the Subject Property for rental apartments. That change is expected to generate interest from developers that build transit oriented rental apartments.

The Subject Property is no longer necessary or required for use by the Village, and it would be in the Village's best interest to sell it to a developer to be developed for a use consistent with the TOD Plan. The issue is if the Subject Property is sold, what level of control does the Board wish to keep over the future development of that property. On one end of the spectrum, the Village could sell the Subject Property to the highest bidder and rely on its zoning authority to approve or disapprove of the highest bidder's proposed development plans. On the other end of the spectrum, usually when a TIF is in place, is to select the most qualified developer, and enter a development agreement to have the developer build to a desired development plan, but to achieve that level of control, the land is usually sold at a significant discount in price. Because in this instance the Downtown TIF has expired, the latter alternative is arguably not available to the Village, but within the confines of the Village's authority to sell property under the Illinois Municipal Code, staff has come up with a hybrid process for the Village to try to "get its cake and eat it too" by selling the Subject Property at not less than 80% of its appraised value, and select the developer who the Board determines has submitted the most desirable development plan for the property, thereby keeping an additional level of control over the design of the project, beyond its zoning authority.

A municipality can sell its surplus real property by:

- (1) Going out to bid, publishing and selling it to the highest bidder (65 ILCS 5/11-76-2);
- (2) Determine its value by getting an MAI certified appraisal; make that appraisal public; publish; conduct an auction and accept a contract proposal determined to be in the best interest of the municipality, but in no event at a price less than 80% of the appraised value (65 ILCS 5/11-76-4.1); or
- (3) By ordinance when, in the opinion of 3/4 of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Village (65 ILCS 5/11-76-1).

From a practical standpoint, sophisticated developers will not close on the purchase of real estate unless the municipality with zoning authority over a project approves of its proposed development plan. They accomplish that by making their higher priced offer contingent on zoning approval, so that if its proposed development plan is not approved, the purchaser does not have to go through with the purchase and gets its earnest money back. The three statutes that authorize the sale of surplus municipal real property do not expressly provide for such a contingency; however, that contingency can be written into any sale contract, and is included in the Purchase and Sale Agreement appended to the attached Solicitation of Bids, Statement of Qualifications, and Proposed Preliminary Development Package for Purchase and Development of Village Owned Property (the "Solicitation Package").

The attached Solicitation Package is a hybrid approach utilizing Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1), but it also includes elements from the two other statutes referenced above so that the Village can achieve the best of all worlds, namely getting the highest price for the Subject Property and achieving greater control over the project. Specifically the Solicitation Package requires a bid price of not less than \$660,000 (80% of the \$825,000 appraised value for the Subject Property), and allows the Board to consider each Bidder/Developer's preliminary development plans for the project before selecting any Bidder/Developer. One measure of selecting a particular bidder/developer is whether its development plan is architecturally compatible with the appearance and design of the adjacent Town Center Loft buildings and/or the Asbury Place row houses to the east of the Subject Property. Thus, the Village Board may, but is not required to, choose the Bidder/Developer that submitted the highest price offer if it deems another Bidder/Developer's development proposal/design plan to be better and in the best interest of the Village to select that particular plan provided 3/4 of the corporate authorities approve of an ordinance approving that Bidder/Developer's offer and plan (i.e., at least 6 out of 7 affirmative votes).

Accordingly, staff is looking for direction to proceed with the attached Solicitation Package as is, or with suggested modifications from the Board before publishing and posting a modified Solicitation Package on the Village's website.



## **Village of Bartlett, Illinois**

**Solicitation of Bids, Statement of Qualifications  
and Proposed Preliminary Development Package for the  
Purchase and Development of  
Village Owned Property  
Located at the Southwest Corner of  
East Railroad Avenue and South Berteau Avenue**

**Project Title:**

### **Bartlett Transit-Oriented Development Site**

Please review and respond to:

Village of Bartlett

Attn: Tony Fradin, Economic Development Coordinator

228 S. Main Street

Bartlett, IL 60103

(630) 837-0800 [tfradin@vbartlett.org](mailto:tfradin@vbartlett.org)

## **I. Notice to Bidders.**

The Village of Bartlett (the "Village") is soliciting bids from qualified developers/contractors to purchase and develop the property legally described as follows:

Lots 11, 12, 13 and 14 in the Bartlett Town Center Subdivision, being a subdivision in the East 1/2 of the Southeast 1/4 of Section 34, and the West 1/2 of the Southeast 1/4 of Section 35, Township 41 North, Range 9, East of the Third Principal Meridian in Cook County, Illinois, (the "Subject Property").

Bidders/Developers are expected to demonstrate that they have the necessary qualifications to successfully close on the purchase of the Subject Property and complete their proposed improvements thereto (the "Project"). Bidders/Developers are required to submit (1) a completed Qualification Statement responsive to the Request for Qualifications set forth below; (2) a proposed development package consisting of a detailed presentation of the proposed building or buildings, site plan, team information, financial information, a detailed timeline which spans from the acquisition of the Subject Property through completion and occupancy of the new structure(s) and its estimated cost to complete the Project (the "Proposed Preliminary Development Package"); and (3) an offer to purchase the Subject Property at not less than \$660,000, which is 80% of its appraised value of \$825,000 as determined by a written MAI certified appraisal prepared by Gale C. Jenkins, MAI and Michael MaRous, MAI, CRE, of MaRous & Company (the "Appraisal"), which is available for public inspection in the Community Development Department of the Bartlett Municipal Building, or viewed on the Village's website:

<http://www.village.bartlett.il.us>.

## **II. Background.**

### **A. The Project:**

The Project requires land acquisition, design, and construction of a residential structure or structures, a parking lot and/or garage, and other improvements on the 1.87 acre Subject Property, which is located at the southwest corner of East Railroad Avenue and South Berteau Avenue in Bartlett, Illinois. The Subject Property is part of a large mixed use development and is presently zoned PD Planned Development District, with a special use permit for a Planned Unit Development and an approved site plan that was approved by Village of Bartlett Ordinance 2003-123, "An Ordinance Approving Planned Development Zoning, Granting a Special Use for the Downtown Center Planned Unit Development, and Approval of the Downtown Center Retail and Residential Site Plans", which ordinance and PUD plan were later amended by Village of Bartlett Ordinance 2005-124. The Subject Property is presently vacant and was previously planned for two three-story residential condominium buildings with twenty-seven (27) units per building in the Downtown Center PUD Plan approved by Ordinance 2005-124. However, subsequent to the passage of Ordinance 2005-124 and the expiration of the Downtown Tax Increment Financing District that included the Subject Property, the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") approved of the Downtown Transit-Oriented Development ("TOD") Plan created by Solomon Cordwell Buenz (SCB), adopted by the Village on October 18, 2016. The Subject Property is located in the TOD Plan, and is referred to therein as Opportunity Site E. Documents detailing the TOD Plan can be viewed at:

<https://bartlettdowntowntod.com>.

The TOD Plan identified a high demand for new rental apartments throughout Downtown Bartlett. It assumes that a housing product and overall living experience in the context of a downtown environment is competitive with the level of quality seen in comparable suburban-style complexes.

If approved by the Village Corporate Authorities to amend the Downtown Center PUD Plan with respect to the Subject Property for apartments consistent with the TOD Plan, the apartments would offer the amenities and convenience of a downtown location, including easy access to dining, service providers, shopping and the Metra station.

**B. The Site:**

- The Subject Property is located within the downtown business district of the Village of Bartlett. The Subject Property is a relatively level, trapezoid shaped 1.87 acre vacant property located at the southwest corner of East Railroad Avenue and South Berteau Avenue. The Village's Metra railroad tracks are located directly north of the Subject Property, and it is 475 feet east of the Village's commuter train station.
- This 1.87 acre Subject Property was originally approved for two 24-unit condominium units and parking lots to be constructed as part of the Bartlett Town Center project by the Village Board on September 16, 2003 by Ordinance 2003-123, and the Town Center PUD was later amended to allow two 27-unit buildings to be developed on the Subject Property on December 6, 2005 by Ordinance 2005-124. Both plans for the Subject Property included underground vehicle parking.
- The Downtown TOD Plan identifies the Subject Property as Opportunity Site E and includes a concept site layout for an "L-shaped" residential building that depicts the corner of Railroad and Berteau Avenues with a surface parking lot to serve the building.
- The western portion of the Subject Property is encumbered by a cross access easement and has an existing driveway over it.
- SCB recommended a three-story, 38-unit apartment building with 57 parking spaces, which is a non-binding recommendation about the Subject Property's development potential.
- The Bartlett Metra station is located approximately one block to the west of the Subject Property. Immediately south of the Metra station is the Town Center Shopping Center. Many other Downtown amenities are within walking distance of the Subject Property, including Leiseberg and Bartlett Parks, restaurants, service providers and the Bartlett Municipal Building.
- The Subject Property is located directly east of the three existing Bartlett Town Center Lofts built as part of the Downtown Center PUD. The three existing buildings were constructed in 2005 and were built on land acquired by the Village of Bartlett for high density residential development as part of an effort to boost the downtown population and to support the Downtown Business District. The original developer of the Bartlett Town Center never purchased or developed the Subject Property. The Village's Downtown Business District including the Subject Property is located within the Cook County portion of the Village.

The following is a photograph of one of the Bartlett Town Center Lofts buildings.





The proposed building or buildings should be designed with such external appearance and design to be architecturally compatible with the appearance and design of the adjacent Bartlett Town Center Lofts buildings and/or the Asbury Place row house buildings to the east of the Subject Property.

**C. Bartlett Demographics:**

Bartlett, Illinois (population 41,208) is part of the Chicago metropolitan area, approximately 35 miles from downtown Chicago. O'Hare and Midway airports are 21 and 33 miles away from the Village, respectively. Two smaller airports, DuPage and Schaumburg, are within 6 and 5 miles of the Village. From the Bartlett Metra station, a commuter can be in downtown Chicago in 50 minutes. Portions of the Village are in three different counties: Cook, DuPage, and Kane, with the majority in DuPage County.

According to the 2010 U.S. Census, there are 14,509 total housing units in the Village. A 2012 demographic report shows the median age of Bartlett's population is 35.16 years. Approximately 48% of households have children who are 18 years old or younger. The median household income is more than \$88,000. The age of the Village's housing stock reflects its recent growth. Nearly half of the housing was built during the 1990s. Ninety-two percent has been built since 1970. The Village's existing stock of rental apartments in the downtown area were built in the 1980s. The median value of a single family home as of 2017 is \$268,600.

This highly regarded, family oriented village is a great place to live, work and play. It provides exceptional municipal services, growing business and commercial opportunities and an abundance of open space, including beautiful parks and bike trails.

Bartlett is a home rule municipality providing full services from police, public works (including wastewater treatment), community development, finance, building and the municipal golf course. This is a fiscally strong municipality with a total budget of more than \$53 million, 169 full time employees and many additional seasonal and part time employees.

Bartlett boasts three business parks, Brewster Creek Business Park, Bluff City Industrial Park and Blue Heron Business Park. Retail opportunities abound at existing shopping centers and along the Route 59 corridor, including key intersections at Lake Street, West Bartlett Road and Army

Trail Road. These business parks provide an expanding, diversified tax base for the Village as well as providing thousands of job opportunities for area residents.

### **III. Development Goals and Objectives:**

The Village views this project as a critical piece and catalyst in its ongoing effort to redevelop and transform the Downtown area into a Transit-Oriented Development (TOD) neighborhood containing residential and mixed-use buildings, neighborhood commercial uses and restaurants, and walkable, pedestrian-friendly streets.

The Village is committed to the continued redevelopment of the Downtown TOD area and will work closely with the selected Bidder/Developer to ensure the successful development of the Subject Property. Given the site's proximity to the Metra station, the Bartlett Municipal Building, and the commercial district, the Village seeks a building or buildings designed with a unique character, yet architecturally compatible with the Bartlett Town Center and/or the Asbury Place row houses.

The Village anticipates that the development proposal will be reviewed and approved as an amendment to the Downtown Center PUD approved by Ordinance 2003-123 and amended by Ordinance 2005-124. The Bidder/Developer's bid price and offer to purchase the Subject Property will be a significant factor in the selection of the developer, acceptance of a bid, and entering a purchase and sale agreement with the selected Bidder/Developer. The Purchase and Sale Agreement will be contingent upon approval of an amendment to the Downtown Center PUD and granting the necessary zoning relief by the Corporate Authorities of the Village to approve of the Selected Bidder/Developer's final development plans. The Village Corporate Authorities, as the Seller of the Subject Property, reserve the right to reject development plans that are not architecturally compatible with the existing buildings in the Bartlett Town Center and/or the Asbury Place row houses.

### **IV. Request for Qualifications:**

Bidders/Developers interested in submitting a bid to purchase the Subject Property and develop it must respond to this Request for Qualifications (RFQ) section. Bidders/Developers may request additional information prior to submitting its proposal by contacting Tony Fradin, Economic Development Coordinator, at [tfradin@vbartlett.org](mailto:tfradin@vbartlett.org) or (630) 837-0800 or Roberta Grill, Assistant Community Development Director, at [rgrill@vbartlett.org](mailto:rgrill@vbartlett.org) or (630) 540-5940.

As part of its Bidder/Developer Proposal, Bidders/Developers shall submit a Statement of Qualifications which includes the information in the order listed below, including only the information requested or directly related to the requested information in this section. If a responding Bidder/Developer feels that additional information is necessary to support its qualifications, it may include it at the end of the required information in a section called "Supporting Data."

- A. Management Summary.** Provide a cover letter indicating your desire to fully participate in this Bid/Development Proposal process. Identify a single point of contact and appropriate contact information including name, name of development firm, phone number and email address. If the Bidder/Developer is a joint venture, all participating entities shall sign the letter.
- B. Team Experience.** Identify the role that members of the proposed team played in each of the referenced projects and the date the projects were completed.

- C. Key Personnel & Management Structure.** Provide the team's key personnel by position. Provide a brief resume on each key member of the team.
- D. Development Team Qualifications and Organization.** Identify the full name, address, ownership and brief history of Bidder/Developer's architect and general contractor or construction manager. Identify the overall team qualifications to furnish design and construction services for this Project. Define the roles of the major participants throughout the Project.
- E. References.** For similar development projects completed provide the project name, address of the similar project, owner, completion date of each similar project, total cost of the project, number of buildings, number of units, contact person and phone number. The Village intends to contact some or all of the references including municipalities in which the purported similar project was built.
- F. Supporting Data.** Include in this section any additional information that you think is significant to this Project, but not included in any of the above five paragraphs of this RFQ section.

**V. Bidder/Developer Responsibilities and Submittal of Proposed Preliminary Development Package:**

Bidders/Developers submitting an offer and a development proposal will be expected to address the following issues/topics in their written development proposal and present them in the following order (collectively, the "Proposed Preliminary Development Package"):

- A.** A written narrative describing the developer's vision of the Project along with details on building size, number of units, including bedrooms per unit, whether the units would be rentals or made available for purchase, anticipated rental rates or sales prices, compatibility with adjacent and surrounding neighborhood development and anticipated parking demand. A detailed concept plan including, but not limited to, a scaled site plan, right-of-way connections, building elevations, building material details, building elements, and parking plan shall be included.
- B.** State the amount the Bidder/Developer is offering to purchase the Subject Property (not less than \$660,000) and any suggested conditions and contingencies regarding the purchase of the Subject Property from the Village not included in the form Purchase and Sale Agreement included as Appendix A.
- C.** Provide projected budget and demonstrate the Bidder/Developer's ability to finance property acquisition and development costs. Proposed sources of financing and preliminary evidence of interest from financial institutions or partners should be submitted in a sealed bid envelope addressed to Bryan Mraz, the Village Attorney, and will be kept confidential to the extent authorized under the Freedom of Information Act (the "FOIA").
- D.** Submit a project timetable for the construction and completion of improvements.

**VI. Purchase and Sale Agreement.**

- A. Bidder/Developer shall complete and submit its offer to purchase the Subject Property, including but not limited to, its offer price of not less than \$660,000, using the Purchase and Sale Agreement from attached as Appendix A.
- B. The Village anticipates that the selected Bidder/Developer will initiate finalizing its design immediately after closing on the purchase of the Subject Property from the Village with a submittal of applicable zoning applications to amend the Town Center PUD and for approval of its proposed development plans for the Subject Property shortly thereafter.
- C. Bidder/Developer shall be responsible to obtain any and all necessary zoning changes, variances, special use permits, amendments to the Town Center PUD and PUD plans, building permits, certificates of occupancy, or other approvals from the Village of Bartlett, to accommodate or facilitate the development of the Subject Property.
- D. Acceptance of a Purchase and Sale Contract by the Corporate Authorities does not explicitly ensure approvals from the Corporate Authorities, or a favorable recommendation from the Bartlett Plan Commission or Bartlett Zoning Board of Appeals, or other boards, commissions, or other governmental entities having jurisdiction over development of the Subject Property, and the Village specifically disclaims any such representation or understandings to the contrary. Nevertheless, the final Purchase and Sale Contract shall be contingent upon the approval of an amendment to the Town Center PUD and approval of the selected Bidder/Developer's requested zoning relief. In the event the Corporate Authorities do not grant said requested zoning relief and approve of the Selected Bidder/Developer's final development plans for the Subject Property, the Bidder/Developer's sole relief shall be the return of the Selected Bidder/Developer's earnest money.

**VII. Submittal Requirements and Due Date:**

All Bidder/Developer Proposal Documents must include (i) a Statement of Qualifications responsive to the Request for Qualifications in Section IV of this document; (ii) Proposed Preliminary Development Package responsive to Section V of this document; and (iii) a completed Purchase and Sale Agreement in form as attached as Appendix A and responsive to Section VI of this document. The Bidder/Developer Proposal Documents must be complete and include one originally signed Purchase and Sale Agreement and five paper copies and an electronic copy of all Bidder/Developer Proposal Documents submitted by the due date and time as stated in this document. Bidder/Developer Proposal Documents shall be submitted in the form of a single sealed package, addressed and delivered to:

Mr. Tony Fradin  
Economic Development Coordinator  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Mr. Fradin can be contacted at (630) 837-0800 or [tfradin@vbartlett.org](mailto:tfradin@vbartlett.org)

All Bidder/Developer Proposal Documents must be submitted not later than **Friday, February 23, 2018 at 3:00 PM Central Standard Time.**

**VIII. Selection Process:**

The Village is soliciting bids for the purchase and development of the Subject Property in the form of Bidder/Developer Proposal Documents as set forth in this document.

- A. The successful offer for the Subject Property, if any, will be selected by the Corporate Authorities after evaluation of all Bidder/Developer Proposals received. Bidder/Developer Proposals will be evaluated based upon a number of criteria, including in no particular order of importance, the following:
  - 1. Qualifications of the Bidder/Developer.
  - 2. Completeness of Bidder/Developer Proposal.
  - 3. Sufficiency of all Bidder/Developer Proposal content items.
  - 4. Site design and layout.
  - 5. Terms of the Purchase and Sale Agreement, including offered price.
  - 6. Development schedule.
  - 7. Consistency of the plan with the Village's Downtown TOD Plan.
  - 8. Consistency of the Bidder/Developer's Proposal with Village's Strategic Plan specific to the Downtown area.
  - 9. Past performance/experience of Bidder/Developer and development team as verified by references of previous clients/projects including demonstrated ability to work with local government "clients" in analogous relationships.
  - 10. Architectural compatibility of the proposed development to the Bartlett Town Center Loft Buildings and/or the Asbury Place row houses.
- B. The Village reserves the right to reject any and/or all proposals and act in its best interests in the sale and development of the Subject Property. All costs incurred by Bidder/Developer associated with this process are the sole responsibility of the Bidder/Developer.
- C. The Village of Bartlett will not discriminate against any interested developer on the grounds of race, creed, color, age, sexual orientation, disability or national origin in the selection process for the development project.
- D. Questions regarding this process are to be directed to Tony Fradin, Economic Development Coordinator, at (630) 837-0800 or [tfradin@vbartlett.org](mailto:tfradin@vbartlett.org) or Roberta Grill, Assistant Community Development Director, at (630) 540-5940 or [rgrill@vbartlett.org](mailto:rgrill@vbartlett.org).

**IX. Timetable/Selection Process:**

<u>Step</u>	<u>Target Date</u>
Release of Solicitation Package	December 20, 2017
Bidder/Developer Proposal Documents Due	February 23, 2018
Evaluation by Staff	February/March 2018

Village Board Committee Review	April 2018
EDC Review	April 2018
EDC Recommendation to Village Board	April/May 2018
Village Board Adopts Ordinance passed by 3/4 of the Corporate Authorities pursuant to 65 ILCS 5/11-76-1 (1) authorizing the sale of the Subject Property to the selected Bidder/Developer; (2) declaring that the Subject Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Village; and (3) approving the Purchase and Sale Agreement	May/June 2018
Bidder/Developer Submits Petition for Zoning Relief	June 2018
Corporate Authorities Consider Ordinance Granting Bidder/Developer's Petition for Zoning Relief	August 2018
Bidder/Developer Closes on Property	September 2018

**X. Site Details:**

Location Description: Southwest corner of East Railroad Avenue and South Berteau Avenue

Property Size: 1.87 acres

Current Zoning: PD with special use permit for a Planned Unit Development (PUD)

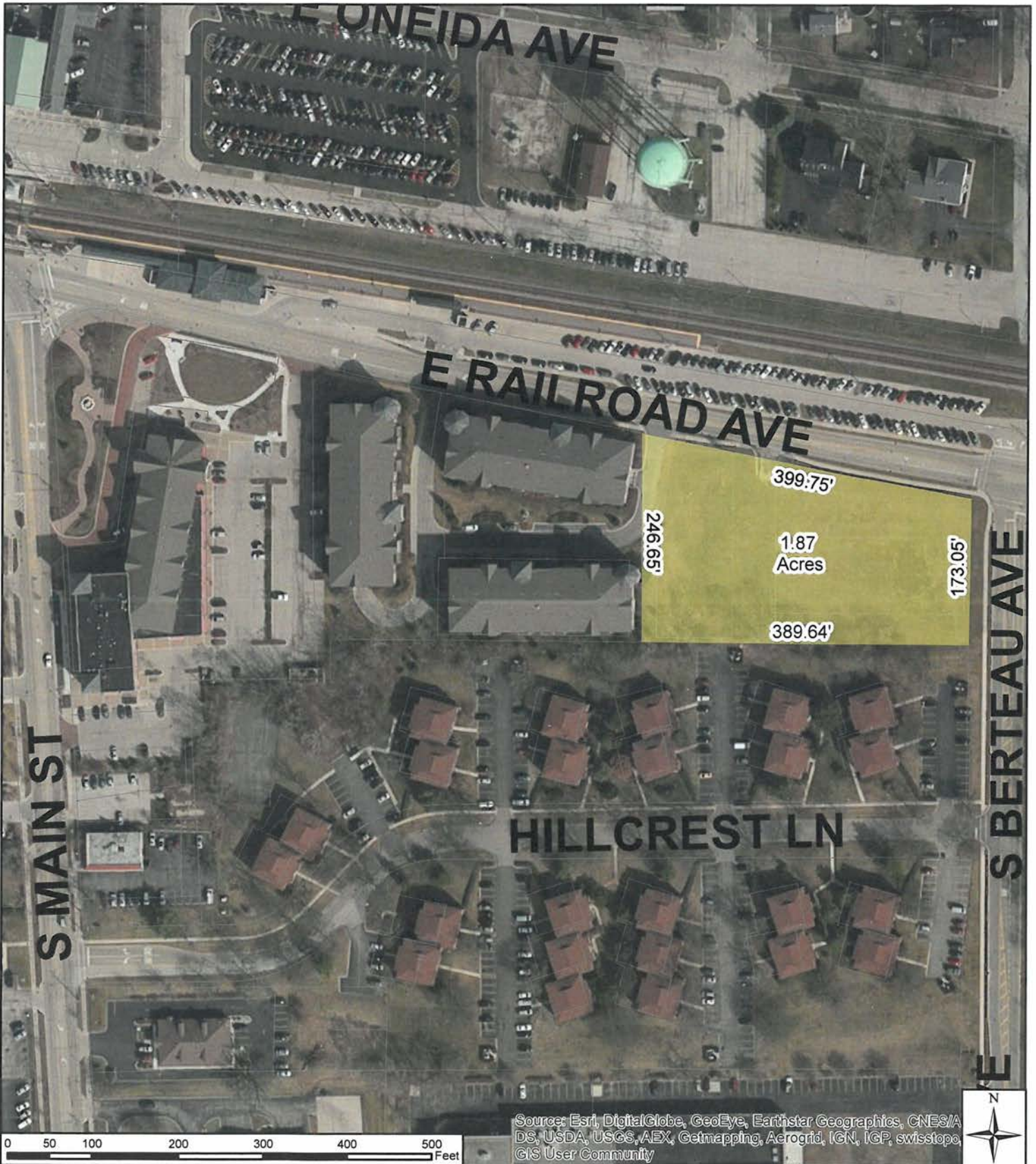
Existing Use: Vacant

Utilities: Water and Sewer at site

- Exhibit A: Aerial Photograph of Subject Property
  - Exhibit B: Utility Map of Area
  - Exhibit C: Previously Approved Town Center PUD Plan and Site Plan from Bartlett Town Center PD
  - Exhibit D: Details on Opportunity "Site E" per the Downtown TOD Plan
  - Exhibit E: MAI Appraisal of the Subject Property
- Appendix A: Form of Purchase and Sale Agreement

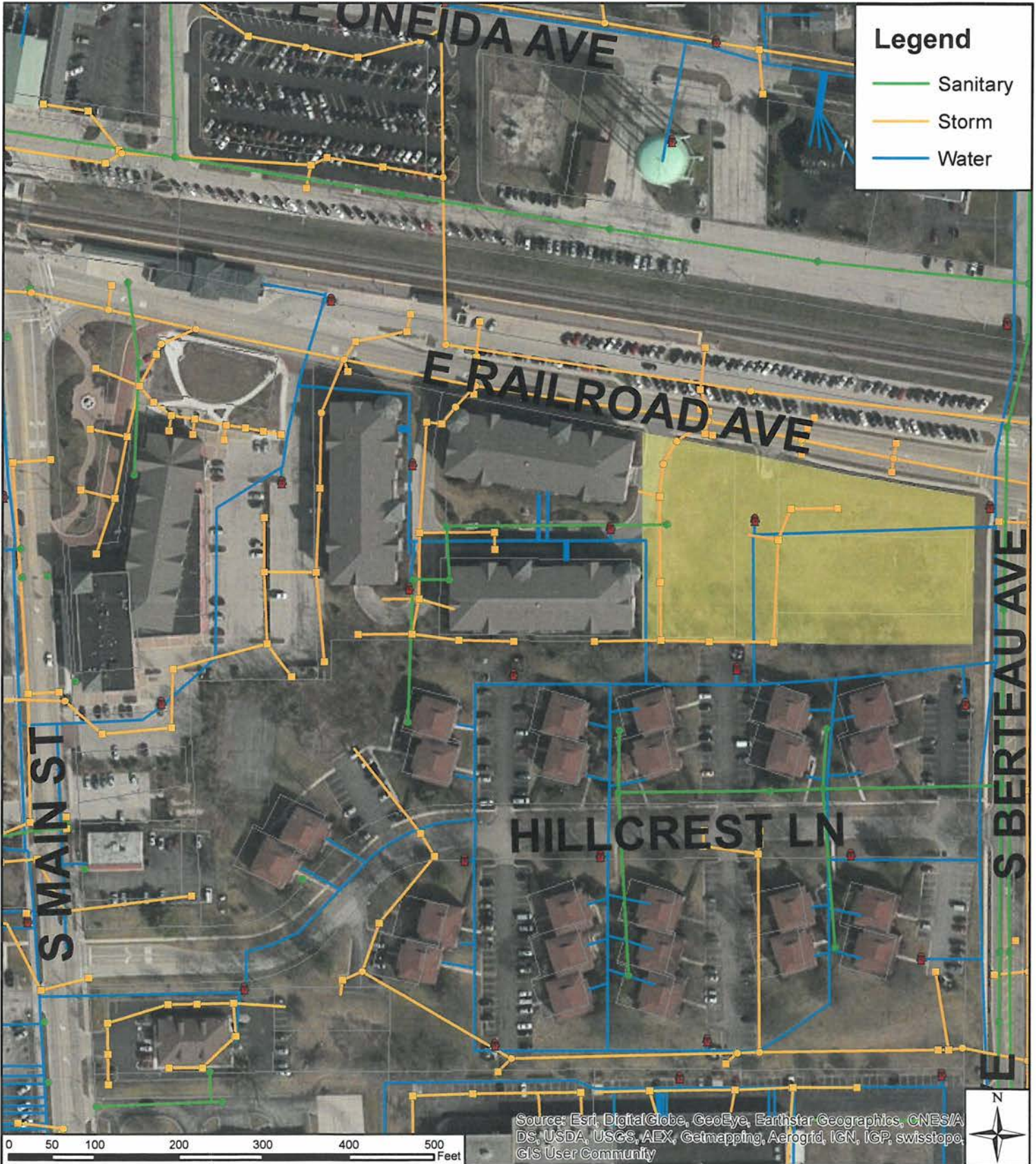
# Town Center - E. Railroad Ave.

PINS: 06-35-31-506-800, 06-35-31-506-700,  
06-35-31-506-500, & 06-35-31-600

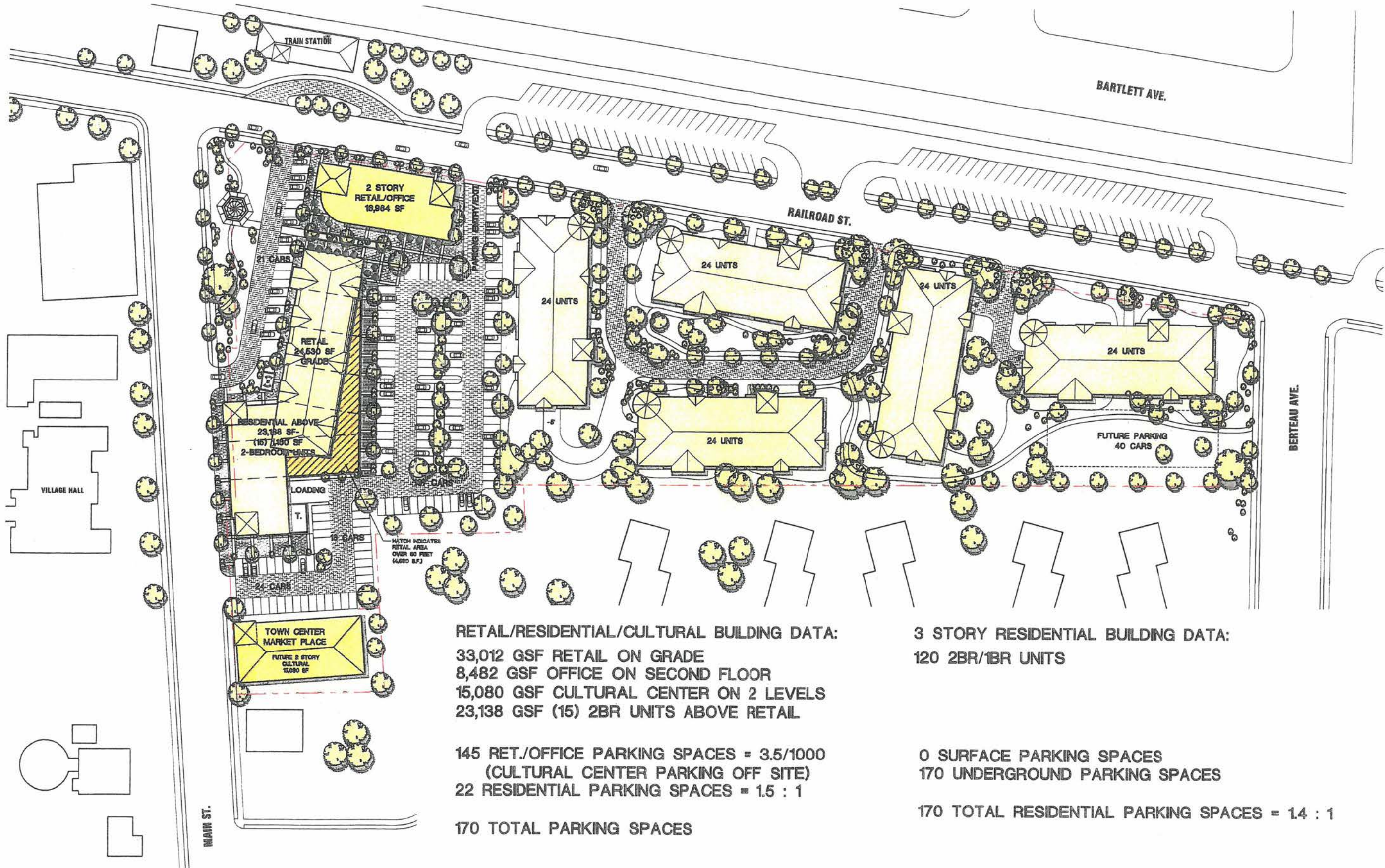


# Town Center - E. Railroad Ave.

PINS: 06-35-31-506-800, 06-35-31-506-700,  
06-35-31-506-500, & 06-35-31-600







**RETAIL/RESIDENTIAL/CULTURAL BUILDING DATA:**

33,012 GSF RETAIL ON GRADE  
 8,482 GSF OFFICE ON SECOND FLOOR  
 15,080 GSF CULTURAL CENTER ON 2 LEVELS  
 23,138 GSF (15) 2BR UNITS ABOVE RETAIL

145 RET./OFFICE PARKING SPACES = 3.5/1000  
 (CULTURAL CENTER PARKING OFF SITE)  
 22 RESIDENTIAL PARKING SPACES = 1.5 : 1

170 TOTAL PARKING SPACES

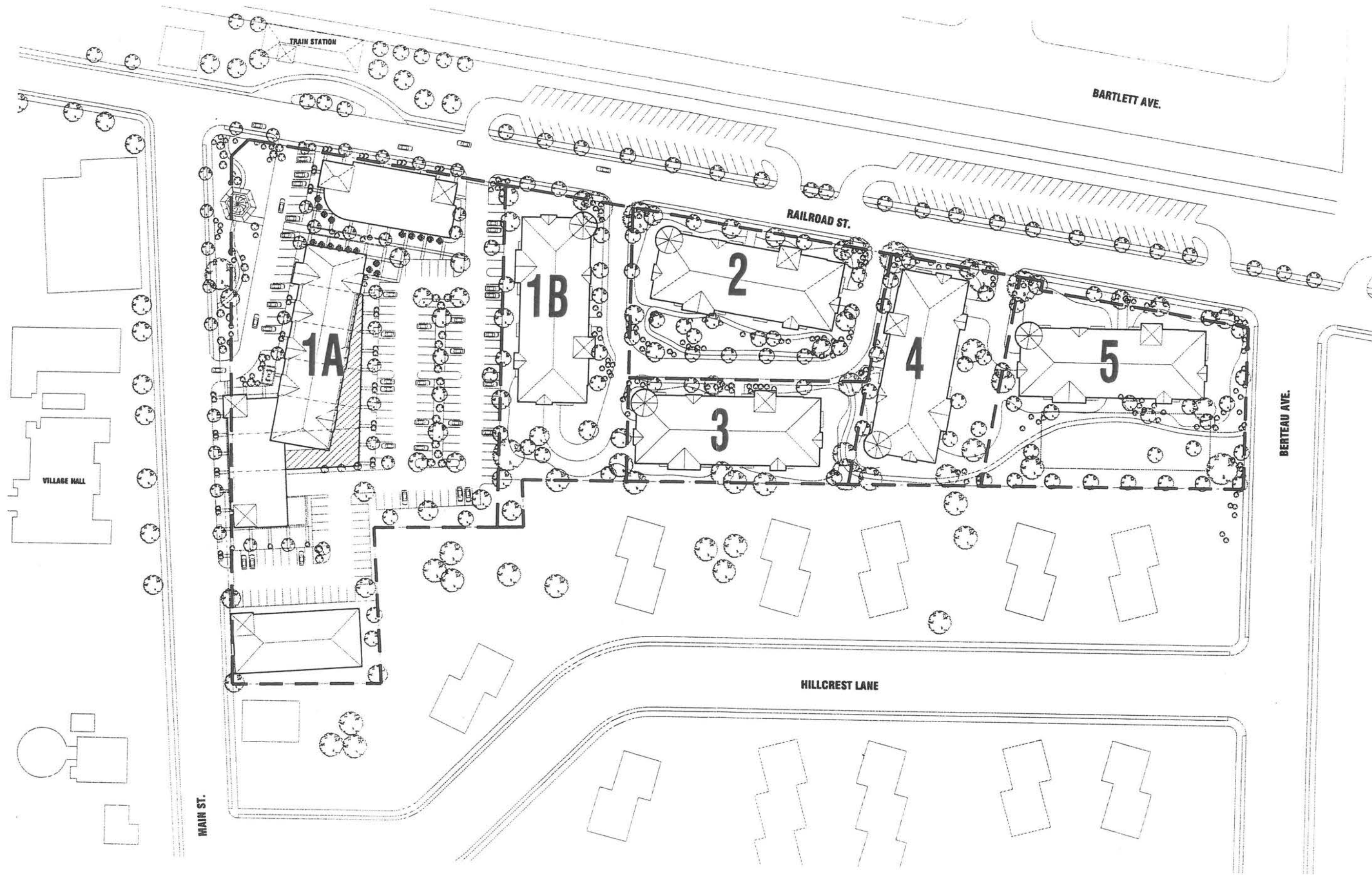
**3 STORY RESIDENTIAL BUILDING DATA:**

120 2BR/1BR UNITS

0 SURFACE PARKING SPACES  
 170 UNDERGROUND PARKING SPACES

170 TOTAL RESIDENTIAL PARKING SPACES = 1.4 : 1





SCB

**SITE PHASING PLAN  
TOWN OF BARTLETT TOWN CENTER**

09.13.02

0' 50' 100'



## Opportunity Site E

### Existing Conditions

Site E is currently vacant, but was originally planned to become multi-family condominium buildings as the next phase of the Town Center development. Because of changing demand, a rental apartment development is more feasible on this site today.

### Development Considerations

- This site will be very attractive to potential residential developers because it is vacant, cleared and within close proximity to the Metra station
- This site one of the most viable Downtown development sites and should be a marketing priority for the Village
- Many Downtown amenities are within walking distance of the site including Leiseberg and Bartlett Parks, restaurants, and Village Hall
- The size and dimensions of the site are suitable to many layouts of apartment building floor plates



Existing photos of Site E



Existing aerial of Site E, source ESRI

## Opportunity Site E

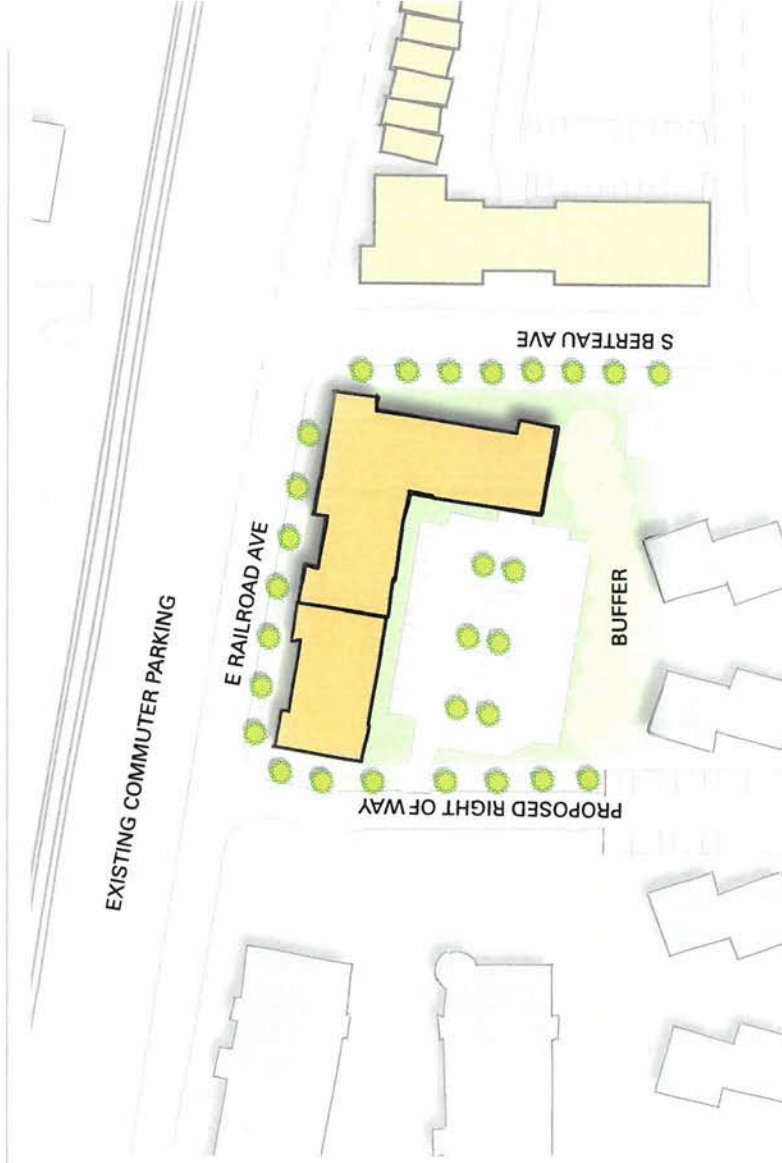
### Near Term Strategies

Because Site E is development ready, it should be the focus of attracting new residential development to Downtown Bartlett.

The concept to the right shows a potential site layout including an “L-shaped” residential building that defines the corner of Railroad and Berteau Avenues. A surface parking lot to serve the building is located away from the street frontage, behind the proposed building.

To accommodate future right of way connections to the south, the western portion of the site should be reserved through a setback or easement. This reserved space would not inhibit the property’s development potential, as it has a substantial size, and would greatly improve the connectivity for new residential Downtown.

The existing natural buffer at the southern edge of the site should be maintained to provide separation between the existing apartments and any new development.



Site Location	Proposed Uses	Proposed Height (# of Floors)	Gross Square Footage	Estimated Units	Estimated Parking Spaces
E	Residential - Multifamily	3	50,000	38	57

Site Area (Square Feet)	Site Area (Acres)	Proposed FAR	Estimated Density
69,500	1.6	0.7	24 units/acre





# CONTRACT TO PURCHASE VACANT LAND



### 1. THE PARTIES:

Buyer(s) \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Seller(s) Village of Bartlett  
 Address 228 South Main Street City Bartlett State IL Zip 60103  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Buyer and Seller are hereinafter collectively referred to as the "Parties".

2. **THE REAL ESTATE:** Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the ~~approximate~~ trapezoidal shaped vacant land parcel being approximately 1.87 acre or 81,457 square feet in size; permanent index number of 06-35-315-065 through 068 located at commonly known as the southwest corner of East Railroad Ave. and South Berteau Ave. City Bartlett and legally described as follows: Lots 11, 12, 13 and 14 in the Bartlett Town Center Subdivision, being a subdivision in the East 1/2 of the Southeast 1/4 of Section 34, and the West 1/2 of the Southeast 1/4 in Section 35, Township 41 North, Range 9, East of the Third Principal Meridian in Cook County, Illinois. (the "Subject Property")

3. **PURCHASE PRICE** of \$ \_\_\_\_\_ shall be paid as follows: Initial earnest money of \$ 1,000.00 by (check), ~~cash~~, or (note due on \_\_\_\_\_) to be increased to a total of \$ \_\_\_\_\_ (40% of purchase price) on Seller's attorney

Contract (with copies to Parties) shall be held by the listing broker, (hereinafter referred to as "Escrowee") for the mutual benefit of Parties. Notwithstanding anything herein to the contrary in this Contract, Escrowee shall be authorized to release the earnest money ONLY upon the receipt of a written direction executed by Parties. The balance of the purchase price, as adjusted by prorations, shall be paid at the closing by certified or cashier's check or check from the title company or mortgage lender.

4. **FINANCING CONTINGENCY:** This contract is contingent upon Buyer obtaining a written mortgage commitment, with no contingencies therein, on or before \_\_\_\_\_ for a \_\_\_\_\_ conventional, or \_\_\_\_\_ mortgage loan in the amount of \$ \_\_\_\_\_ with an initial (check one) \_\_\_\_\_ fixed rate or \_\_\_\_\_ adjustable rate of interest not to exceed \_\_\_\_\_ percent amortized over \_\_\_\_\_ years, and with Buyer's closing points not to exceed \_\_\_\_\_ percent.

If this transaction includes Seller financing by Articles of Agreement for Deed, the Assumption of Seller's Existing Mortgage or Interim Financing, select the applicable provisions on page four(4) of this Contract.

If after Buyer has submitted a true application and has otherwise made every reasonable effort to procure a loan commitment as hereinabove described and has been unable to do so and gives written notice thereof to Seller on or before the aforesaid date in accordance with the notice requirement herein, THEN THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE EVENT BUYER FAILS TO GIVE SUCH NOTICE, THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT AND THIS FINANCING CONTINGENCY SHALL BE DEEMED WAIVED BY BUYER.

5. **CLOSING AND POSSESSION:** Closing shall be on 2018 at Buyer's lending institution, Seller's title company, ~~office of Seller's attorney in the county in which the property is located~~ or as otherwise agreed. Possession shall be tendered on the day of closing. THE CLOSING AND POSSESSION DATE IS LEGALLY SIGNIFICANT TO BUYER AND SELLER. THE PARTIES UNDERSTAND THAT WHEN THIS CONTRACT IS SIGNED BY BOTH BUYER AND SELLER THE CLOSING AND POSSESSION DATE MAY ONLY BE CHANGED BY MUTUAL AGREEMENT OF PARTIES. Seller agrees to deliver possession of the Real Estate in substantially the same condition as it was on the Date of Contract. All refuse shall be removed from the Real Estate at Seller's expense before the date of possession.

6. **BUYER'S RIGHT TO DETERMINE:** Buyer shall have 120 calendar days after Date of Contract to determine the suitability of the Real Estate for Buyer's intended use including but not limited to: (1) zoning, (2) easements, restrictions and covenants of record, (3) Condominium or Homeowners Association By-laws and (4) flood plain-floodway. In the event Buyer determines the Real Estate is not suitable for Buyer's intended use and gives written notice thereof to Seller within the time specified in accordance with the notice requirement herein, THEN THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE EVENT BUYER FAILS TO GIVE SUCH NOTICE, THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT AND THIS CONDITION SHALL BE DEEMED WAIVED BY BUYER.

7. **REAL ESTATE BROKER'S COMMISSION** shall be paid shall be paid in accordance with Broker's agreement(s) with the Parties. The brokers in this transaction are as follows:

Listing Office \_\_\_\_\_ Agent's name \_\_\_\_\_ Ph: (\_\_\_\_)(\_\_\_\_)  
 Address \_\_\_\_\_ Ph: (\_\_\_\_)(\_\_\_\_) Fax: (\_\_\_\_)(\_\_\_\_)  
 Selling Office \_\_\_\_\_ Agent's name \_\_\_\_\_ Ph: (\_\_\_\_)(\_\_\_\_)  
 Address \_\_\_\_\_ Ph: (\_\_\_\_)(\_\_\_\_) Fax: (\_\_\_\_)(\_\_\_\_)

**ADDITIONAL CONDITIONS**

Within 60 days of the Date of the Contract, \*\*

8. **PLAT OF SURVEY:** Seller shall at his expense, furnish a Plat of Survey to Buyer, which is dated not more than six (6) months prior to the date of closing, by an Illinois registered land surveyor, showing all corners staked and no encroachments, measurements of all lot lines, and showing all easements, building line set backs, fences and any improvements on the Real Estate and distances thereof to all lot lines. If requested, Seller(s) shall provide an affidavit verifying that no changes in improvements have been made since the date of said survey. ~~Meeting the 2016 minimum standard requirements for ALTA NSPS Land Title Surveys jointly established by ALTA and NSPS, including items 1, 3, 4 and 11 (a) of Table A thereto.~~

9. **NOTICE:** All notices required pursuant to this Contract shall be in writing and signed by Seller or Buyer or their attorney or agent and shall be given by: (a) certified or registered mail, return receipt requested, and sent to the Parties at the addresses recited herein, which notice shall be effective on the date of post mark in the U.S. mail or (b) personally served on the Seller or Buyer, and a receipt obtained with the date and time of service, which notice shall be effective upon the date of receipt, or (c) transmission of notice between the parties and their attorneys via facsimile shall be sufficient, provided that the notice transmitted shall be sent on ordinary business days (Monday through Friday, excluding weekends and legal holidays), during ordinary business hours (9:00 a.m. to 5:00 p.m.) and the original of the document transmitted via facsimile shall be sent contemporaneously to the receiving party, postage prepaid first class mail or (d) personal service upon Seller or Buyer, in accordance with the Civil Practice Act of the State of Illinois. Notice to any one of a multiple person party shall be sufficient notice to all. **THE FAILURE OF ANY PARTY TO PROVIDE THEIR ADDRESS HEREIN SHALL BE DEEMED A WAIVER OF THE RIGHT TO RECEIVE NOTICE.**

10. **THE DEED:** Seller shall convey or cause to be conveyed to Buyer, in Joint Tenancy, or to such other grantees as Buyer shall direct in writing, by a recordable general Warranty Deed, with release of homestead rights, or by Trustee Deed, if the Real Estate is in a land trust, and with transfer declaration revenue stamps to be paid by Seller, conveying good, marketable and merchantable title to the Real Estate and subject only to the following permitted exceptions described herein, if any: (a) general Real Estate taxes accrued, but not yet payable at the time of closing, (b) special assessments confirmed after this Contract date, (c) building set-back lines and use or occupancy restrictions, (d) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of re-entry, (e) zoning laws and ordinances, (f) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds, (g) drainage ditches, feeders, laterals and drain tile, pipe or other conduit.

11. **TITLE:** Seller shall furnish or cause to be furnished to Buyer or Buyer's attorney, at Seller's expense, a Commitment for Title Insurance issued by a title insurance company licensed to do business in the State of Illinois, to issue an owner's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) including coverage over Schedule B General Exceptions in the amount of the purchase price covering the date hereof, subject only to the following (a) permitted exceptions as set forth in paragraph No. 10, (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing, if necessary), and (c) acts done or suffered by or judgments against Buyer, or those claiming by, through or under Buyer. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have thirty (30) days from the date of delivery thereof to have said exceptions removed, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments and the closing date shall be delayed, if necessary, to allow time to have said exceptions waived. If Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for insurance as specified above as to such exceptions, within the specified time, Buyer may terminate the Contract between Parties, or may elect, upon notice to Seller within ten (10) days after the expiration of the 30 day period, to take the title as it then is, with the right to deduct from the purchase price prior encumbrances of a definite or ascertainable amount. If Buyer does not elect to accept the Real Estate as provided above, **THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.** Buyer, or his lending institution, shall have the right, prior to closing, to place a mortgage on the Real Estate, provided that if this transaction does not close, Buyer will immediately cause his lending institution to remove the mortgage from the Real Estate, and Buyer will deliver a Quit Claim Deed to Seller, and Buyer will otherwise do all things necessary to clear the title to the Real Estate of exceptions created by or attributable to Buyer, at Buyer's expense.

12. **AFFIDAVIT OF TITLE:** Seller shall furnish Buyer at closing an Affidavit of Title covering the date of closing, subject only to those permitted exceptions set forth in paragraph No. 10, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in a manner specified in paragraph No. 11. In the event that this Contract calls for title to be conveyed by a Land Trustee's Deed, the Affidavit of Title required to be furnished by Seller shall be signed by either the trustee or the beneficiaries of said Trust.

13. **PRORATIONS:** The general Real Estate taxes shall be prorated as of the date of closing on the basis of the tax assessor's latest assessment, multiplied by the latest known tax rate, and latest known equalization factors. ~~Prorations shall include without limitation, water, sewer, deposit, homestead, association assessments and/or accrued interest on any mortgage assumed.~~ All prorations shall be prorated as of the date of closing and shall be final unless otherwise agreed in writing between Seller and Buyer. **unless exempt from real estate taxes**

14. **INTERNAL REVENUE CODE REQUIREMENTS:** Parties agree to furnish, execute and deliver all documentation and information to comply with the reporting requirements of Section 6045(e) and Section 1445 of the Internal Revenue Code.

15. **PERFORMANCE AND DEFAULT:** Time is of the essence in this Contract. If Buyer fails to perform in accordance with this Contract, then at the option of Seller, and upon the written notice to Buyer, the earnest money shall be forfeited by Buyer as liquidated damages and this Contract shall thereupon terminate, or Seller may refuse to accept the earnest money as liquidated damages, and pursue any and all legal remedies that may be available in law and equity against Buyer. If Seller fails to perform in accordance with this Contract, then the earnest money shall be refunded to Buyer and Buyer may pursue any and all legal remedies against Seller that are available in law and equity. In addition, the non-prevailing Party shall pay all reasonable attorney fees and costs incurred by the prevailing Party in enforcing the terms and provisions of this Contract, including forfeiture or specific performance or any other remedy, or in defending any proceeding to which Buyer or Seller is made a party as a result of any act or omission of the other Party.

16. **DAMAGE OF REAL ESTATE PRIOR TO CLOSING:** If prior to delivery of the deed hereunder, Real Estate shall be materially damaged, or is taken by condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged together with the proceeds of any insurance payable as a result of the damage, which proceeds Seller agrees to assign to Buyer. In no event shall Seller be obligated to repair or replace any damage.

17. **SELLER REPRESENTATIONS:** Seller, or its beneficiaries, or agents, warrant that no notice has been received from any state or local governmental authority of any zoning, building or health code violations, or of any pending rezoning, or of any special assessment proceedings affecting the Real Estate.

18. **REAL ESTATE SETTLEMENT PROCEDURES ACT OF 1974:** The Buyer and Seller will comply with the Real Estate Settlement Procedures Act of 1974, as amended, and will furnish all information required for compliance therewith.

19. **ESCROW CLOSING:** At the election of Parties, not less than 5 days prior to the closing, this sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement as agreed upon between Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, the payment of the purchase price and delivery of deed and other documents required to be delivered by this Contract, shall be made through the escrow, provided that Buyer shall, in addition, deposit in the escrow, a Quit Claim Deed to Seller reconveying the subject Real Estate. The cost of the escrow shall be paid by the party requesting the escrow.

20. **DATE OF THE CONTRACT AND SIGNATURES:** The date of the Contract shall be deemed to be the date of acceptance. Facsimile signatures shall be sufficient for purposes of executing, negotiating and finalizing this Contract.

THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED BY THE FOX VALLEY ASSOCIATION OF REALTORS AND THE TRI-CITY ATTORNEYS COMMITTEE OF THE KANE COUNTY BAR ASSOCIATION. THIS FORM IS APPROPRIATE IN MANY BUT NOT ALL CIRCUMSTANCES, THEREFORE YOU MAY WISH TO CONSULT AN ATTORNEY BEFORE SIGNING. THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY THE PARTIES.

**CAUTION:** Seller and Buyer are hereby advised that unsubdivided vacant land presents unique and complex legal circumstances and therefore, consultation with an attorney is strongly recommended before signing this Contract.

Date of Offer \_\_\_\_\_ Date of Acceptance \_\_\_\_\_  
Buyer \_\_\_\_\_ Seller \_\_\_\_\_  
Federal Tax I.D. \_\_\_\_\_ Federal Tax I.D. # \_\_\_\_\_  
Buyer \_\_\_\_\_ Seller \_\_\_\_\_  
Federal Tax I.D. # \_\_\_\_\_ Federal Tax I.D. # \_\_\_\_\_

**THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS  
APPLY ONLY IF INITIALED BY ALL PARTIES**

**21. RIGHT TO CONSULT WITH ATTORNEY:** Each Party has the right to consult with an Attorney. The Parties shall make every reasonable effort to consult with an Attorney within the time specified. The purpose of such consultation is to review the legal rights and responsibilities of each Party under this Contract.

Each Party, through their attorney, has the right by written notice within eight (8) calendar days of the Date of Contract (including the Date of Contract), to propose revisions to this Contract (other than the purchase price, closing and possession dates) and to agree upon any such revisions, a copy of any such revisions shall be provided to all Parties including the Brokers.

If Parties have not agreed in writing to such revisions within eight (8) calendar days of the Date of Contract (including the Date of Contract), then this Contract shall terminate and the earnest money shall be refunded to Buyer. FAILURE TO PROPOSE ANY WRITTEN REVISIONS WITHIN THE TIME SPECIFIED ABOVE SHALL BE DEEMED A WAIVER OF THIS PROVISION AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

Attorneys for the respective Parties will be:

Buyer's Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Ph. \_\_\_\_\_

Seller's Attorney

Bryan E. Mraz  
Bryan E. Mraz & Associates, P.C.  
111 East Irving Park Road  
Roselle, Illinois, 60172  
Ph. 630-539-2541 bem@mrazlaw.com

**22. SOIL/PERCOLATION TEST CONTINGENCY:** This Contract is contingent upon the Buyer obtaining at his own expense, within 60 calendar days after the Date of Contract a Soil Test and/or a Percolation Test to determine if the lot is suitable for the construction of the Buyer's intended improvement and a septic system thereon in accordance with the applicable ordinances of the local, city, county or state governmental agency:

*(check one or both as applicable)*

- (a) A written soil test report that discloses that the water table of the Real Estate and the sub-surface condition of the soil is suitable for the construction of the structure contemplated by the Buyer without the necessity of any of the following: fill, gravel, any other material, treatment, mechanical compaction of the soil, any additional supports or construction costs for the foundation and basement.
- (b) A written percolation test report that discloses that the sub-surface soils are equal to or better than the minimum standards for the installation of a septic system designed for the lot in a location acceptable to Buyer without any unusual or extra cost for design or installation.

The Buyer, or his inspectors, shall have permission to go onto the Real Estate for the purpose of making the aforesaid tests. Buyer shall conduct such tests in a manner so as not to damage the Real Estate or any trees, shrubs, drainage tile or any improvements on or in the Real Estate, and Buyer shall, if he does not purchase the Real Estate, refill any holes and repair any damage done to the Real Estate. Buyer shall hold Seller harmless from and against any loss or damage to the Real Estate or any person who is injured as a result of any negligence or willful act of Buyer or the inspectors which causes personal injury to any person on the Real Estate.

If the written report discloses an unsatisfactory condition, then Buyer will give written notice of same to Seller together with a copy of the written report and Buyer may at his sole option TERMINATE THIS CONTRACT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY BUYER AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**23. SPOUSE APPROVAL:** This Contract is contingent upon and subject to the approval of the Real Estate by Buyer's spouse within \_\_\_\_\_ calendar days after the Date of the Contract. In the event Buyer's spouse does not approve of the Real Estate and written notice thereof is given to Seller within the time specified, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY BUYER AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**24. SALE OF BUYER'S HOME CONTINGENCY:** This Contract is contingent upon Buyer securing a signed sales contract on Buyer's home on or before \_\_\_\_\_, 19\_\_\_\_, which provides for a closing date not later than the closing date set forth in this Contract. Buyer shall list their home (if not presently listed) located at \_\_\_\_\_ for the term of this contingency with a licensed Real Estate broker within \_\_\_\_\_ hours after acceptance of this contract.

If Buyer is unable to secure a signed sales contract to sell Buyer's home by the date specified herein and so notifies Seller thereof on or before said date in writing, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IF BUYER FAILS TO NOTIFY SELLER WITHIN THE TIME SPECIFIED HEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS SECURED SUCH A CONTRACT TO SELL HIS HOME OR WILL PURCHASE THE REAL ESTATE WITHOUT THE SALE OF HIS HOME.

In the event Seller receives an acceptable bona fide offer to purchase the Real Estate, which offer does not contain a contingency as set forth in this provision, Seller shall serve notice upon Buyer of his intent to accept the third party offer. Seller's notice to Buyer shall specify the person or persons (and address) to receive Buyer's response within the time specified. Upon receipt of Seller's notice, Buyer may do one of the following within \_\_\_\_\_ hours:

i. Remove ALL contingencies contained in this Contract (INCLUDING FINANCING CONTINGENCY) by delivering a signed written notice (Buyer's notice) to Seller, and if Buyer so removes said contingencies, this Contract remains in full force and effect; or

ii. If such contingencies are not so removed within said time period by Buyer, THIS CONTRACT SHALL TERMINATE UPON EXPIRATION OF THE TIME PERIOD AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.

25. **CLOSING OF BUYER'S HOME CONTINGENCY:** This Contract is contingent upon Buyer's closing the sale of Buyer's home on or before \_\_\_\_\_, 19\_\_\_\_. Buyer has/has not (*delete one*) entered into a Contract for the sale of Buyer's home.

If Buyer is unable to close the sale of Buyer's home by the date specified herein and so notifies Seller thereof on or before said date in writing, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IF BUYER FAILS TO NOTIFY SELLER WITHIN THE TIME SPECIFIED HEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER WILL CLOSE ON THE SALE OF HIS HOME OR WILL PURCHASE THE REAL ESTATE WITHOUT THE SALE OF HIS HOME.

In the event Seller receives an acceptable bona fide offer to purchase the Real Estate, which offer does not contain a contingency as set forth in this provision, Seller shall serve notice upon Buyer of his intent to accept the third party offer. Seller's notice to Buyer shall specify the person or persons (and address) to receive Buyer's response within the time specified. Upon receipt of Seller's notice, Buyer may do one of the following within \_\_\_\_\_ hours.

i. Remove ALL contingencies contained in this Contract (INCLUDING FINANCING CONTINGENCY) by delivering a signed written notice (Buyer's notice) to Seller, and if Buyer so removes said contingencies, this Contract remains in full force and effect; or

ii. If such contingencies are not so removed within said time period by Buyer, THIS CONTRACT SHALL TERMINATE UPON EXPIRATION OF THE TIME PERIOD AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.

For the purpose of Provision 25 and Provision 26, notice shall be in writing and deemed served upon receipt by Buyer or Buyer's designated agent for service only, as set forth below and in accordance with paragraph No. 9(b) of this Contract. In the event Buyer does not presently reside within Kane County, IL or Buyer is inaccessible to service, Buyer shall designate an agent to receive notice of Seller's intent consistent with this provision. Buyer's agent shall reside within Kane County, IL and shall be accessible for receipt of notice. Notice to Buyer's agent in this instance only, shall be deemed notice to Buyer.

Buyer's designated agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

26. **CANCELLATION OF PRIOR CONTRACT:** If Seller has entered into another contract prior to this Contract ("prior contract") with purchasers other than Buyer herein, this Contract shall be subject to the termination and cancellation of the prior Contract dated \_\_\_\_\_, 19\_\_\_\_ by and between the undersigned as Sellers, and \_\_\_\_\_, 19\_\_\_\_ as purchaser, on or before \_\_\_\_\_. In the event the Prior Contract is not terminated or cancelled within the time specified, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.

27. **INTERIM FINANCING CONTINGENCY:** This Contract is contingent upon Buyer obtaining interim financing. The commitment shall be secured by \_\_\_\_\_, 19\_\_\_\_ in the amount of \$\_\_\_\_\_.

If Buyer is unable to secure the interim financing commitment and gives written notice thereof to Seller within the time specified herein, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

28. **ASSUMPTION CONTINGENCY:** Buyer shall assume and agree to pay with/without (*delete one*) release of Seller's liability, the existing indebtedness on the Real Estate having an unpaid balance of approximately \$\_\_\_\_\_ bearing an annual interest rate at \_\_\_\_\_% for an original term of \_\_\_\_\_ years, provided the terms of said mortgage do not permit the mortgagee at its election to accelerate the mortgage indebtedness payments, provided further that Buyer furnish current credit information acceptable to Seller and, if necessary, to Seller's lender. Buyer shall pay any assumption fee. Seller shall promptly furnish Buyer copies of all pertinent documents upon request. Should Buyer be denied the privilege of assuming the existing loan in accordance with the terms hereof, unless Buyer is also applying for an alternative source of financing, Buyer shall give written notice of such denial on or before \_\_\_\_\_, 19\_\_\_\_. THEN THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.

If, prior to closing, Seller has not been released from liability, Buyer shall execute at closing an assumption agreement in recordable form which shall indemnify, defend and hold Seller harmless from liability arising from Buyer's default. Buyer shall not sell the Real Estate to a third party under mortgage assumption terms without prior written consent of Seller unless Seller shall have been released from liability under said mortgage.

29. **ARTICLES OF AGREEMENT FOR DEED:** If the terms of any mortgage now of record against the Real Estate do not permit the mortgagee to accelerate the unpaid balance of the note secured by the mortgage, Articles of Agreement for Deed acceptable to Parties and their attorneys shall be prepared by Seller's attorney for the respective parties on or before \_\_\_\_\_, 19\_\_\_\_ consistent with the following terms:

Downpayment (including earnest money) \$ \_\_\_\_\_  
Date of first payment: \_\_\_\_\_  
Date of final payment: \_\_\_\_\_  
Date of possession: \_\_\_\_\_  
Monthly payment (Principal and interest): \$ \_\_\_\_\_  
Tax reserve (1/12 of estimated bill): \$ \_\_\_\_\_  
Insurance reserve (1/12 of estimated premium) \$ \_\_\_\_\_  
Total Monthly Payment: \$ \_\_\_\_\_

The amount of any monthly payment representing principal and interest is a sum which will amortize the contract balance of \$\_\_\_\_\_ at an interest rate of \_\_\_\_\_% over a period of \_\_\_\_\_ years with a balloon payment in \_\_\_\_\_ years.

It is agreed by the Parties that they shall not be legally obligated to the aforesaid suggested terms unless and until Articles of Agreement for Deed are approved and signed.

30. **INTEREST BEARING ACCOUNT:** Earnest money in the amount of \$2500.00 or more shall be held in a federally insured interest bearing account at a financial institution designated by Seller's agent. All interest earned on the earnest money shall accrue to the benefit of Buyer and is to be paid to Buyer at the time of closing or upon the termination of this Contract, unless Buyer has defaulted and Seller has accepted the earnest money as liquidated damages, in which case the interest shall accrue to Seller.



\_\_\_\_\_ |  
\_\_\_\_\_ |  
**31. MUNICIPAL APPROVAL.** This Contract is contingent upon the adoption of an ordinance passed by three-fourths of the corporate authorities of the Village of Bartlett determining that the Subject Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Village.

\_\_\_\_\_ |  
\_\_\_\_\_ |  
**32.** This Contract is contingent upon zoning approval, and if necessary, subdivision approval, by the Village corporate authorities within \_\_\_\_\_ days of the Date of Contract of Purchaser's final development plans, including (A) the amendment of the Bartlett Downtown Center Planned Unit Development, including the amendment of any and all prior approved site plans and/or PUD plans applicable to the Subject Property and previously approved by Ordinance 2003-123 and/or Ordinance 2005-124; and (B) grant of such special use permits, variations, site plan approvals, PUD plan and preliminary/final plat of subdivision or consolidation as Purchaser deems necessary to develop the Subject Property for its intended uses consistent with Purchaser's Proposed Preliminary Development Package.



# Agenda Item Executive Summary

Item Name     2018 Board/Committee Meeting Schedule

Committee  
or Board     Committee

## BUDGET IMPACT

Amount:     N/A

Budgeted

N/A

List what  
fund

## EXECUTIVE SUMMARY

Attached is the proposed 2018 Board and Committee Meeting Schedule for Board approval. Please note that no date has been proposed for the Strategic Planning session so the Board can discuss whether it is a necessity to meet on an annual basis.

## ATTACHMENTS (PLEASE LIST)

Meeting Schedule

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff:            Paula Schumacher, Village Administrator

Date:            11/27/17

## 2018 BOARD AND COMMITTEE MEETING SCHEDULE

January 4	Thursday	
January 16	Tuesday	
February 6	Tuesday	
February 20	Tuesday	
March 6	Tuesday	
March 20	Tuesday	
April 3	Tuesday	
April 17	Tuesday	
May 1	Tuesday	
May 15	Tuesday	
June 5	Tuesday	
June 19	Tuesday	
July 3	Tuesday	<i>[July 4 is a holiday]</i>
July 17	Tuesday	
August 7	Tuesday	<i>[National Night Out]</i>
August 21	Tuesday	
September 4	Tuesday	<i>[Labor Day Holiday on 9/3]</i>
September 18	Tuesday	
October 2	Tuesday	
October 16	Tuesday	
November 6	Tuesday	
November 20	Tuesday	<i>[Thanksgiving week]</i>
December 4	Tuesday	
December 18	Tuesday	



## Agenda Item Executive Summary

Item Name	TOD Implementation Strategy-25 mph on Key Downtown Roadways	Committee or Board	Committee
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### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

Since the adoption of the TOD Plan in 2016, the Staff has begun working on several strategies recommended for implementation in the Downtown area. Some strategies have already been implemented, such as the adoption of the *Complete Streets Policy* and the *Invest in Cook* grant the Village recently received for improving drainage and a bike path that serves as a vital pedestrian link to Downtown businesses and the Metra Station.

The **Five Transportation Recommendations for Downtown as outlined in the TOD Plan** are as follows:

- 1) **Adopt a Complete Streets Policy** (Completed);
- 2) **Improve Pedestrian Safety** (Received *Invest in Cook* Grant, applications for additional grants to improve crosswalks have been submitted);
- 3) **Expand Bike Parking throughout Downtown** (Grant application for a bike shelter submitted; reviewing areas for additional bike racks);
- 4) **Establish 25 mph Speed Limits on all Roadways in Downtown;**
- 5) **Improve Design of Street Crossings** (*ITEP* Grant application submitted for high visibility crosswalks, mid-block crosswalks and signage).

The Police Department conducted a **speed study** that started on 9/14/2017 at 6:00 a.m. and ended on 9/16/2017 at 8:00 p.m. (see attached results) which found on average half the motorists abided by the 30 mph. The proposed speed limit reduction to 25 mph, would help to further slow motorists, allowing pedestrians crossing either at busy intersections or mid-block to feel comfortable entering the crosswalk areas while creating a pedestrian friendly and safer walkable environment. In addition, providing consistent speed limits in Downtown would reduce confusion as to where the speed limit changes occur in the area and would alert drivers they are entering the Downtown.

The Staff surveyed 11 other towns and 10 of the 11 had current speed limits of 25 mph and/or a combination of 25 and 30 mph (see survey results in the attached Staff Memo.)

Staff is recommending reducing the speed limit on key roadways (Main, Railroad and Oak) in Downtown from 30 mph to 25 mph as recommended in the TOD Plan. The Board may also want to direct Staff to analyze and conduct a speed study along North Avenue within the TOD study area to consider reducing speed limits at this location to provide consistency throughout the Downtown (see attached map identifying all speed limits within the study area). If the Board directs Staff to move forward with the speed limit reduction, on either the key roadways or along North Avenue in the TOD study area, Staff will prepare the Ordinance for the Board's review.

### ATTACHMENTS (PLEASE LIST)

CD Memo, Downtown Speed/Traffic Analysis Chart, Traffic Analyzer Study Summary Reports, Downtown Speed Limit Map for Key Roadways (Main, Railroad and Oak) and Downtown Speed Limits for all Roadways in the Study Area.

### ACTION REQUESTED

- For Discussion Only - To review proposed speed limit reduction on key roadways and possibly along North Avenue in the TOD Study area
- Resolution
- Ordinance
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: November 20, 2017

## COMMUNITY DEVELOPMENT MEMORANDUM

17- 234

DATE: November 20, 2017

TO: Paula Schumacher, Village Administrator

FROM: Jim Plonczynski, Community Development Director

RE: TOD Implementation Strategy – 25 mph on Key Downtown Roadways

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### BACKGROUND

Since the adoption of the TOD Plan in 2016, the Staff has begun working on several strategies recommended for implementation in the Downtown area. Some strategies have already been implemented, such as the adoption of the *Complete Streets Policy* and the *Invest in Cook* grant the Village recently received for improving drainage and a bike path that serves as a vital pedestrian link to Downtown businesses and the Metra Station.

### TOD TRANSPORTATION RECOMMENDATIONS

The five Transportation Recommendations for Downtown as outlined in the TOD Plan are as follows:

- 1) **Adopt a Complete Streets Policy** (Completed);
- 2) **Improve Pedestrian Safety** (Received *Invest in Cook* Grant, applications for additional grants to improve crosswalks have been submitted);
- 3) **Expand Bike Parking throughout Downtown** (Grant application for a bike shelter submitted; reviewing areas for additional bike racks);
- 4) **Establish 25 mph Speed Limits on all Roadways in Downtown;**
- 5) **Improve Design of Street Crossings** (ITEP Grant application submitted for high visibility crosswalks, mid-block crosswalks and signage).

As stated in the TOD Plan:

*"Key Downtown roadways including Oak Avenue, Main Street and Bartlett Road (W. Railroad Avenue) all have **speed limits of 30 mph** (see attached map). The National Association of City Transportation Officials (NACTO) produced a Cone of Vision Simulation, showing how much small increases in speed can decrease what a driver sees. This is an important consideration for Downtown Bartlett with the high volume of Downtown commuters. Further, a consistent 25 mph posted speed limit functions as a gateway, introducing arrival into the Downtown zone, reinforcing the multi-modal environment.*

Implementing slower traffic speeds would also serve to **Improve Pedestrian Safety** (second Transportation Recommendation) and is specifically listed in

the TOD as a "design tool to enhance the safety, accessibility, mobility and comfort of pedestrians."

### SPEED STUDY

The Police Department conducted a speed study that started on 9/14/2017 at 6:00 a.m. and ended on 9/16/2017 at 8:00 p.m. (see attached results) which found on average half the motorists abided by the 30 mph. The proposed speed limit reduction to 25 mph, would help to further slow motorists, allowing pedestrians crossing either at busy intersections or mid-block to feel comfortable entering the crosswalk areas while creating a pedestrian friendly and safer walkable environment. In addition, providing consistent speed limits in Downtown would reduce confusion as to where the speed limit changes occur in the area and would alert drivers they are entering the Downtown.

National and international studies have shown that "to reduce the number of pedestrians seriously injured and killed in crashes with motor vehicles, it is necessary to **reduce the risk** of crashes occurring." And, "in places such as residential streets and **urban areas designed to allow pedestrians and vehicles to be in close proximity to one another**, examples of measures to reduce vehicle speeds include traffic calming techniques such as speed bumps, lane narrowing, and changes in roadway curvature, as well as increased enforcement or **reduction of speed limits.**"<sup>1</sup> (1AAA Foundation for Traffic Safety)

### SPEED LIMITS IN OTHER DOWNTOWNS

Staff conducted a survey of current speed limits in other Downtowns. The findings are as follows:

St. Charles: 25 mph	Glenview: 25 mph
Geneva: 25 mph	Palatine: 25 mph
Batavia: 25 mph	Northfield: 30 mph
Elgin: Combination 25/30 mph	Park Ridge: 25 mph
South Elgin: 25 mph	Skokie: Combination 25/30 mph
(30 mph on Rt. 31)	Des Plaines: Combination 25/30 mph

### RECOMMENDATION

**Staff is recommending reducing the speed limit on key roadways (Main, Railroad and Oak) in Downtown from 30 mph to 25 mph as recommended in the TOD Plan.** The Board may also want to direct Staff to analyze and conduct a speed study along North Avenue within the TOD study area to consider reducing speed limits at this location to provide consistency throughout the Downtown (see attached map identifying all speed limits within the study area). If the Board directs Staff to move forward with the speed limit reduction, on either the key roadways or along North Avenue in the TOD study area, Staff will prepare the Ordinance for the Board's review.

## DOWNTOWN SPEED/TRAFFIC ANALYSIS

Street	Direction (E/B, W/B, N/B or S/B)	Posted Speed Limit	Total Number of Cars	Mode Speed	Average Speed	Percentage Speeding
Railroad Ave Near Bertheau	E/B	25 MPH	2,160	30 MPH	31 MPH	88.80%
Railroad Ave Near Bertheau	W/B	25 MPH	1,853	25 MPH	29 MPH	81.19%
Oak Ave Near Oneida Ave	S/B	30 MPH	10,218	25 MPH	26 MPH	23.23%
Oak Ave Near Oneida Ave	N/B	30 MPH	9,118	25 MPH	27 MPH	26.51%
Railroad Ave Near Hickory	E/B	30 MPH	6,452	30 MPH	32 MPH	64.69%
Railroad Ave Near Hickory	W/B	30 MPH	5,768	30 MPH	32 MPH	65.96%
Main St	S/B	30 MPH	10,677	25 MPH	27 MPH	23.74%
Main St	N/B	30 MPH	10,829	25 MPH	29 MPH	41.32%

**MH Corbin Traffic Analyzer Study  
 Computer Generated Summary Report  
 City: BARTLETT  
 Street: Railroad Ave. near Berteau Ave.  
 Location:**

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A study of vehicle traffic was conducted with the device having serial number 007273. The study was done in the E/B lane at Railroad Ave. near Berteau Ave. in BARTLETT, IL in Cook county. The study began on 09/14/2017 at 06:00 AM and concluded on 09/16/2017 at 08:00 PM, lasting a total of 62.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 2,160 vehicles passed through the location with a peak volume of 26 on 09/15/2017 at [04:45 AM-05:00 AM] and a minimum volume of 0 on 09/15/2017 at [02:00 AM-02:15 AM]. The AADT count for this study was 836.

**SPEED**

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 30 - 35 MPH range or lower. The average speed for all classified vehicles was 31 MPH with 88.80% vehicles exceeding the posted speed of 25 MPH. 0.10% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 30MPH and the 85th percentile was 36.15 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	31	37	164	618	835	326	51	7	0	1	0	0	1	0

CHART 1

**CLASSIFICATION**

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 1939 which represents 94 percent of the total classified vehicles. The number of Vans & Pickups in the study was 98 which represents 5 percent of the total classified vehicles. The number of Busses & Trucks in the study was 18 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 16 which represents 1 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
1939	69	29	13	5	8	6	2							

CHART 2

**HEADWAY**

During the peak traffic period, on 09/15/2017 at [04:45 AM-05:00 AM] the average headway between vehicles was 33.333 seconds. During the slowest traffic period, on 09/15/2017 at [02:00 AM-02:15 AM] the average headway between vehicles was 900 seconds.

**WEATHER**

The roadway surface temperature over the period of the study varied between 68.00 and 109.00 degrees F. The roadway surface was Dry 100.00% of the time.



**MH Corbin Traffic Analyzer Study  
 Computer Generated Summary Report  
 City: BARTLETT  
 Street: Railroad Ave. near Berteau Ave.  
 Location:**

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A study of vehicle traffic was conducted with the device having serial number 007944. The study was done in the W/B lane at Railroad Ave. near Berteau Ave. in BARTLETT, IL in Cook county. The study began on 09/14/2017 at 06:00 AM and concluded on 09/16/2017 at 08:00 PM, lasting a total of 62.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 1,853 vehicles passed through the location with a peak volume of 56 on 09/14/2017 at [03:30 PM-03:45 PM] and a minimum volume of 0 on 09/14/2017 at [11:00 PM-11:15 PM]. The AADT count for this study was 717.

**SPEED**

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 25 - 30 MPH range or lower. The average speed for all classified vehicles was 29 MPH with 81.19% vehicles exceeding the posted speed of 25 MPH. 0.11% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 25MPH and the 85th percentile was 33.85 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	8	39	291	768	547	124	10	6	2	0	1	0	1	0

CHART 1

**CLASSIFICATION**

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 1705 which represents 95 percent of the total classified vehicles. The number of Vans & Pickups in the study was 65 which represents 4 percent of the total classified vehicles. The number of Busses & Trucks in the study was 17 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 10 which represents 1 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
1705	51	14	11	6	6	3	1							

CHART 2

**HEADWAY**

During the peak traffic period, on 09/14/2017 at [03:30 PM-03:45 PM] the average headway between vehicles was 15.789 seconds. During the slowest traffic period, on 09/14/2017 at [11:00 PM-11:15 PM] the average headway between vehicles was 900 seconds.

**WEATHER**

The roadway surface temperature over the period of the study varied between 66.00 and 109.00 degrees F. The roadway surface was Dry 100.00% of the time.

**MH Corbin Traffic Analyzer Study  
 Computer Generated Summary Report  
 City: BARTLETT  
 Street: Oak Ave. near Oneida Ave.  
 Location:**

A study of vehicle traffic was conducted with the device having serial number 007283. The study was done in the S/B lane at Oak Ave. near Oneida Ave. in BARTLETT, IL in Cook county. The study began on 09/14/2017 at 06:00 AM and concluded on 09/16/2017 at 08:00 PM, lasting a total of 62.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 10,218 vehicles passed through the location with a peak volume of 129 on 09/15/2017 at [08:00 PM-08:15 PM] and a minimum volume of 0 on 09/15/2017 at [01:45 AM-02:00 AM]. The AADT count for this study was 3,955.

**SPEED**

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 25 - 30 MPH range or lower. The average speed for all classified vehicles was 26 MPH with 23.23% vehicles exceeding the posted speed of 30 MPH. 0.25% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 25MPH and the 85th percentile was 32.41 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	255	1411	2580	3007	1613	433	88	25	12	2	10	1	6	5

CHART 1

**CLASSIFICATION**

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 8245 which represents 87 percent of the total classified vehicles. The number of Vans & Pickups in the study was 942 which represents 10 percent of the total classified vehicles. The number of Busses & Trucks in the study was 160 which represents 2 percent of the total classified vehicles. The number of Tractor Trailers in the study was 101 which represents 1 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
8245	707	235	94	66	56	23	22							

CHART 2

**HEADWAY**

During the peak traffic period, on 09/15/2017 at [08:00 PM-08:15 PM] the average headway between vehicles was 6.923 seconds. During the slowest traffic period, on 09/15/2017 at [01:45 AM-02:00 AM] the average headway between vehicles was 900 seconds.

**WEATHER**

The roadway surface temperature over the period of the study varied between 70.00 and 102.00 degrees F. The roadway surface was Dry 100.00% of the time.

**MH Corbin Traffic Analyzer Study  
 Computer Generated Summary Report  
 City: BARTLETT  
 Street: Oak Ave. near Oneida Ave.  
 Location:**

A study of vehicle traffic was conducted with the device having serial number 007271. The study was done in the N/B lane at Oak Ave. near Oneida Ave. in BARTLETT, IL in Cook county. The study began on 09/14/2017 at 06:00 AM and concluded on 09/16/2017 at 08:00 PM, lasting a total of 62.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 9,118 vehicles passed through the location with a peak volume of 115 on 09/15/2017 at [06:00 PM-06:15 PM] and a minimum volume of 0 on 09/15/2017 at [03:00 AM-03:15 AM]. The AADT count for this study was 3,530.

**SPEED**

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 25 - 30 MPH range or lower. The average speed for all classified vehicles was 27 MPH with 26.51% vehicles exceeding the posted speed of 30 MPH. 0.31% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 25MPH and the 85th percentile was 32.84 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	71	656	2216	3457	1761	396	88	22	15	12	6	5	1	3

CHART 1

**CLASSIFICATION**

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 7700 which represents 88 percent of the total classified vehicles. The number of Vans & Pickups in the study was 737 which represents 8 percent of the total classified vehicles. The number of Busses & Trucks in the study was 132 which represents 2 percent of the total classified vehicles. The number of Tractor Trailers in the study was 140 which represents 2 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
7700	551	186	84	48	76	29	35							

CHART 2

**HEADWAY**

During the peak traffic period, on 09/15/2017 at [06:00 PM-06:15 PM] the average headway between vehicles was 7.759 seconds. During the slowest traffic period, on 09/15/2017 at [03:00 AM-03:15 AM] the average headway between vehicles was 900 seconds.

**WEATHER**

The roadway surface temperature over the period of the study varied between 72.00 and 108.00 degrees F. The roadway surface was Dry 100.00% of the time.

**MH Corbin Traffic Analyzer Study  
 Computer Generated Summary Report  
 City: BARTLETT  
 Street: Railroad Ave. near Hickory Ave.  
 Location:**

A study of vehicle traffic was conducted with the device having serial number 303801. The study was done in the E/B lane at Railroad Ave. near Hickory Ave. in BARTLETT, IL in Cook county. The study began on 09/14/2017 at 06:00 AM and concluded on 09/16/2017 at 08:00 PM, lasting a total of 62.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 6,452 vehicles passed through the location with a peak volume of 61 on 09/16/2017 at [11:45 AM-12:00 PM] and a minimum volume of 0 on 09/15/2017 at [02:00 AM-02:15 AM]. The AADT count for this study was 2,498.

**SPEED**

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 30 - 35 MPH range or lower. The average speed for all classified vehicles was 32 MPH with 64.69% vehicles exceeding the posted speed of 30 MPH. 0.76% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 30MPH and the 85th percentile was 38.64 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
21	34	141	466	1478	2044	1304	411	90	26	10	6	5	5	20

CHART 1

**CLASSIFICATION**

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 2933 which represents 49 percent of the total classified vehicles. The number of Vans & Pickups in the study was 2568 which represents 43 percent of the total classified vehicles. The number of Busses & Trucks in the study was 233 which represents 4 percent of the total classified vehicles. The number of Tractor Trailers in the study was 305 which represents 5 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
2933	2003	565	157	44	60	134	165							

CHART 2

**HEADWAY**

During the peak traffic period, on 09/16/2017 at [11:45 AM-12:00 PM] the average headway between vehicles was 14.516 seconds. During the slowest traffic period, on 09/15/2017 at [02:00 AM-02:15 AM] the average headway between vehicles was 900 seconds.

**WEATHER**

The roadway surface temperature over the period of the study varied between 63.00 and 90.00 degrees F.

**MH Corbin Traffic Analyzer Study  
Computer Generated Summary Report  
City: BARTLETT  
Street: Railroad Ave. near Hickory Ave.  
Location:**

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A study of vehicle traffic was conducted with the device having serial number 303799. The study was done in the W/B lane at Railroad Ave. near Hickory Ave. in BARTLETT, IL in Cook county. The study began on 09/14/2017 at 06:00 AM and concluded on 09/16/2017 at 08:00 PM, lasting a total of 62.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 5,768 vehicles passed through the location with a peak volume of 73 on 09/14/2017 at [05:45 PM-06:00 PM] and a minimum volume of 0 on 09/15/2017 at [12:45 AM-01:00 AM]. The AADT count for this study was 2,233.

**SPEED**

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 30 - 35 MPH range or lower. The average speed for all classified vehicles was 32 MPH with 65.96% vehicles exceeding the posted speed of 30 MPH. 1.22% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 30MPH and the 85th percentile was 36.73 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
16	13	136	454	1174	2371	811	162	42	24	9	16	10	4	25

CHART 1

**CLASSIFICATION**

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 3259 which represents 62 percent of the total classified vehicles. The number of Vans & Pickups in the study was 1465 which represents 28 percent of the total classified vehicles. The number of Busses & Trucks in the study was 197 which represents 4 percent of the total classified vehicles. The number of Tractor Trailers in the study was 308 which represents 6 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
3259	1171	294	117	44	67	193	122							

CHART 2

**HEADWAY**

During the peak traffic period, on 09/14/2017 at [05:45 PM-06:00 PM] the average headway between vehicles was 12.162 seconds. During the slowest traffic period, on 09/15/2017 at [12:45 AM-01:00 AM] the average headway between vehicles was 900 seconds.

**WEATHER**

The roadway surface temperature over the period of the study varied between 66.00 and 109.00 degrees F.

**MH Corbin Traffic Analyzer Study  
 Computer Generated Summary Report  
 City: BARTLETT  
 Street: Main St. near Village Hall  
 Location:**

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A study of vehicle traffic was conducted with the device having serial number 300345. The study was done in the S/B lane at Main St. near Village Hall in BARTLETT, IL in Cook county. The study began on 09/14/2017 at 06:00 AM and concluded on 09/16/2017 at 08:00 PM, lasting a total of 62.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 10,677 vehicles passed through the location with a peak volume of 123 on 09/15/2017 at [08:00 PM-08:15 PM] and a minimum volume of 0 on 09/15/2017 at [12:30 AM-12:45 AM]. The AADT count for this study was 4,133.

**SPEED**

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 25 - 30 MPH range or lower. The average speed for all classified vehicles was 27 MPH with 23.74% vehicles exceeding the posted speed of 30 MPH. 0.20% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 25MPH and the 85th percentile was 31.99 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
31	244	325	1816	5246	2125	199	18	15	8	5	4	5	1	5

CHART 1

**CLASSIFICATION**

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 8694 which represents 87 percent of the total classified vehicles. The number of Vans & Pickups in the study was 1037 which represents 10 percent of the total classified vehicles. The number of Busses & Trucks in the study was 165 which represents 2 percent of the total classified vehicles. The number of Tractor Trailers in the study was 114 which represents 1 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
8694	885	152	61	58	83	47	67							

CHART 2

**HEADWAY**

During the peak traffic period, on 09/15/2017 at [08:00 PM-08:15 PM] the average headway between vehicles was 7.258 seconds. During the slowest traffic period, on 09/15/2017 at [12:30 AM-12:45 AM] the average headway between vehicles was 900 seconds.

**WEATHER**

The roadway surface temperature over the period of the study varied between 66.00 and 109.00 degrees F.

**MH Corbin Traffic Analyzer Study**  
**Computer Generated Summary Report**  
**City: BARTLETT**  
**Street: Main St. near Village Hall**  
**Location:**

A study of vehicle traffic was conducted with the device having serial number 300346. The study was done in the N/B lane at Main St. near Village Hall in BARTLETT, IL in Cook county. The study began on 09/14/2017 at 06:00 AM and concluded on 09/16/2017 at 08:00 PM, lasting a total of 62.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 10,829 vehicles passed through the location with a peak volume of 140 on 09/15/2017 at [05:45 PM-06:00 PM] and a minimum volume of 0 on 09/15/2017 at [01:45 AM-02:00 AM]. The AADT count for this study was 4,192.

**SPEED**

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 25 - 30 MPH range or lower. The average speed for all classified vehicles was 29 MPH with 41.32% vehicles exceeding the posted speed of 30 MPH. 0.79% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 25MPH and the 85th percentile was 34.06 MPH.

<	10	15	20	25	30	35	40	45	50	55	60	65	70	75
to	to	to	to	to	to	to	to	to	to	to	to	to	to	to
9	14	19	24	29	34	39	44	49	54	59	64	69	74	>
180	250	398	1599	3888	3456	739	117	38	11	14	39	4	0	28

CHART 1

**CLASSIFICATION**

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 7521 which represents 70 percent of the total classified vehicles. The number of Vans & Pickups in the study was 2707 which represents 25 percent of the total classified vehicles. The number of Busses & Trucks in the study was 308 which represents 3 percent of the total classified vehicles. The number of Tractor Trailers in the study was 195 which represents 2 percent of the total classified vehicles.

<	18	21	24	28	32	38	44							
to	to	to	to	to	to	to	to							
17	20	23	27	31	37	43	>							
7521	2239	468	182	55	105	89	102							

CHART 2

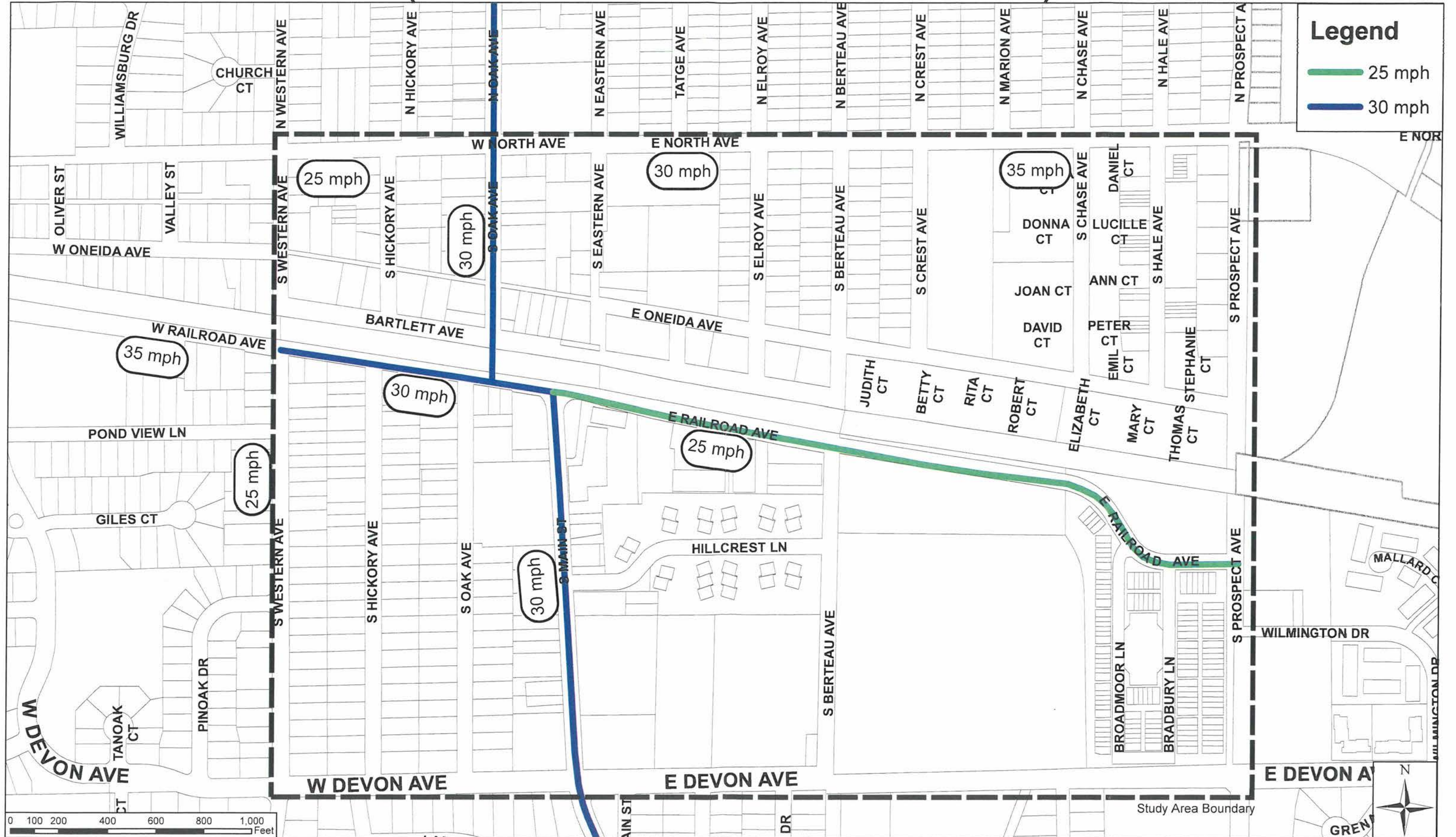
**HEADWAY**

During the peak traffic period, on 09/15/2017 at [05:45 PM-06:00 PM] the average headway between vehicles was 6.383 seconds. During the slowest traffic period, on 09/15/2017 at [01:45 AM-02:00 AM] the average headway between vehicles was 900 seconds.

**WEATHER**

The roadway surface temperature over the period of the study varied between 32.00 and 32.00 degrees F.

# DOWNTOWN SPEED LIMITS (KEY ROADWAYS IN TOD STUDY AREA)





# DOWNTOWN SPEED LIMITS

