

VILLAGE OF BARTLETT

COMMITTEE AGENDA

APRIL 3, 2018


COMMUNITY & ECONOMIC DEV., CHAIRMAN GABRENYA

1. Review of Bid for Village Owned Property – Site E in Town Center Subdivision

BUILDING & ZONING, CHAIRMAN HOPKINS

1. Discussion of Chickens in Residential Districts
2. Southwest Corner of West Lake Street & Route 59 Annexation

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: March 26, 2018
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator 
RE: Request for Proposals for Village Owned Property – “Site E”

BACKGROUND:

On October 18, 2016, the Village Board unanimously adopted the Downtown Transit Oriented Development (TOD) Plan as created by the efforts of numerous participants led by consulting firm Solomon Cordwell Buenz (SCB). There was a Steering Committee comprised of Trustee Carbonaro, appointed commissioners, business representatives, residents and Village Staff. Several stakeholder meetings were conducted, and three public workshops were held to solicit input from area residents.

VILLAGE-OWNED PROPERTY – “SITE E”

The TOD Plan determined that increasing multi-family residential development in proximity to the Metra station would create a more vibrant, transit-oriented Downtown area as well as providing additional customers for existing and prospective businesses.

The Plan identified several key parcels where new residential development could be located, including a 1.87-acre parcel owned by the Village and labeled as “Opportunity Site E.”

The components of the Implementation Plan were broken down by four broad based phases, Near Term (1-3 years), Mid Term (4-6 years), Long Term (7-10 years) and Full Build Out Vision (10 years and beyond).

Opportunity Site E was categorized as a near-term development site. It is currently vacant, but was originally planned to become multi-family condominium buildings as part of the original Town Center development as approved by the Village Board in September 2003.

SCB’s report notes that due to changing demand, a rental apartment development is more feasible than condominium buildings on this site today and that it is an attractive site because it is vacant, cleared and within close proximity to the Metra station.

Many Downtown amenities are within walking distance of the site including parks, restaurants, service providers, financial institutions and Village Hall. The size and dimensions of the site are also suitable for various layouts of apartment buildings.

REQUEST FOR PROPOSALS:

Staff worked with Village Attorney Mraz to craft a Solicitation of Bids/Request for Qualifications document which was presented to the Committee of the Whole on December 5, 2017, at which time the Committee directed Staff to proceed with the issuance of the document.

It was then posted on the Village website and sent to numerous developers with recent successful experience in Transit-Oriented Development projects in area communities.

FOXFORD COMMUNITIES:

Foxford Communities, an active developer of apartment projects in area communities including Lake Zurich, Oswego, Hawthorn Woods, Countryside, Lake Bluff, Barrington, Glenview and others, submitted the lone bid and submitted all of the required documents for this proposal.

Foxford proposes a 254' x 77' building comprised of forty-one (41) rental apartments, with twenty-one (21) two bedroom units and twenty (20) one bedroom units. They propose the one bedroom units renting in the \$1,500 and up range and the two bedroom units renting for \$1,900 and up.

An interesting and creative architectural aspect of their proposal is that the front elevation of the building has been designed to appear to be nine rowhouses rather than a traditional apartment building. Foxford has designed the building in this manner in an effort to create a tasteful transition area between the Bartlett Town Center condo buildings to the west and the Asbury Place townhome development to the east.

Foxford Communities proposes to close on the property for a price of **\$662,500**, which slightly exceeds the minimum \$660,000 price as required for bidders on this Village owned property. Please note that Foxford requests a closing credit of \$8,000 in lieu of the Village providing the ALTA survey.

Financials were provided to Village Attorney Mraz for his review.

ACTION REQUESTED:

Per the RFP timetable as presented to the Committee of the Whole this past December, staff had proposed the submittals to be sent to the Economic Development Commission for their review and recommendation. Taking into account that only one submittal was received, staff requests this item to be forwarded directly to the Village Board for its consideration.

Should the Village Board approve the preliminary development proposal, the development will move through the traditional site plan approval process.

Foxford's estimated project timetable, team experience, building elevations and items required for the Request for Proposals are attached for your review.

Village of Bartlett

Transit-Oriented Development Site

February 23, 2018

Foxford Communities

12 Salt Creek Ln
Suite 400
Hinsdale, IL 60521

Statement of Qualifications:

A. Management Summary.

Foxford Communities desires to fully participate in the Bid/Development Proposal process for the Village of Bartlett's Transit-Oriented Development Site.

Developer/Owner:

BJP Real Estate or affiliate

Managing Partner: Peter Brennan

12 Salt Creek Lane, Suite 400

Hinsdale, IL 60521

Phone: (630) 887-1705

Fax: (630) 887-1749

Point of Contact:

Tim Kellogg

E-mail: tkellogg@templeton-pc.com

B. Team Experience.

See **EXHIBIT A: Team Experience**

C. Key Personnel & Management Structure.

Peter Brennan, Managing Partner

30 years executive management, land development, & building experience

Tim Kellogg, Point of Contact & Project Supervision

22 years land development, government approvals, & design experience

Emo Barbieri, Land Development Management

34 years land development & construction management experience

D. Development Team Qualifications & Organization.

Architect:

Miniscalco Architects, Ltd.

712 Kipling Court

Roselle, IL 60172

Contact: Emilio Miniscalco

General Contractor:

Capital Custom Homes, Inc.

Pamela Ct

4591 Long Grove, IL 60047

Contact: Larry Crone

Foxford Communities currently is utilizing Miniscalco Architects, Ltd. and Capital Custom Homes, Inc. for design and construction of our Somerset by the Lakes apartment development in Lake Zurich, which is the basis for our Bartlett Transit-Oriented Development Site design. Key Personnel and Development Team will have similar roles with this project.

E. References.

Foxford Communities currently is building Somerset by the Lake, which is a 48-apartment development in downtown Lake Zurich. The development is comprised of two buildings of 24 units each and will have a total cost of approximately \$8,000,000. The first building is anticipated to be completed in late June/early July of this year, with the second building completion to follow in late summer. See

See EXHIBIT C: Final Building Elevations & Preliminary Color Rendering

Note that as is proposed for Bartlett, the back elevation is similar to the front elevation, creating 4-sided architectural character. Also, the Bartlett building will have similar side elevations.

Please feel free to contact anyone at the Village of Lake Zurich, including the following two Directors with whom we had the most interaction throughout the entitlement, approval, and closing process.

Village of Lake Zurich Contacts:

Sarosh Saher
Director of Community Development
Phone: (847) 540-1754

Mike Brown
Director of Public Works
Phone: (847) 540-5066

F. Supporting Data.

The property for our Somerset by the Lake apartments was purchased from the Village of Lake Zurich in a similar manner to what is proposed for the Village of Bartlett, where there was no TIF or other form of municipal financing. This project has truly exemplified our ability to work with a community in a spirit of partnership. We began construction shortly after receiving building permits and then closing on the property with surety in place, assuring the Village that the property would not remain undeveloped and that our mutual vision would be realized.

Proposed Preliminary Development Package

A. Developer's Vision.

See EXHIBIT B: Building Elevation, Site Plan, and Concept Engineering Plan

We envision our development bringing additional energy and economic growth to downtown Bartlett by providing an opportunity for new residents to enjoy the benefits of living downtown and in the process supporting local business owners, including

restaurants, shops, and service providers. Our apartment building will front energetic East Railroad Avenue and have a downtown urban rowhouse feel, with the parking being in back of the building. The current concept plan shows a total of 71 parking stalls for a ratio of 1.73 spaces per unit.

Our architecture will complement the existing residential developments, serving as a transition between the Ashbury Place rowhouses to the east and the Bartlett Town Center to the west. The exterior will consist high-quality building materials, including masonry, concrete-board siding, and architectural-grade shingles. The approximately 254' x 77' building will contain a total of 41 rental apartments, with 21 having two bedrooms and 20 having one bedroom. Preliminarily, we are considering 1-bedroom apartments rental rates to start in the \$1500's and up per month. The 2-bedroom apartments are projected to be in the \$1900's and up per month.

Being less than 500 feet from the Village's commuter rail station, we feel that these homes will appeal to young professionals, empty nesters, and others who want to have the conveniences of easy access to Chicago while living in the heart of a more intimate downtown.

Note that while there are 7 apartments across the length of the apartment building, the elevation has been designed to appear to be 9 rowhouses, creating additional architectural interest (**See Exhibit D**). Also, please refer to the Somerset by the Lake elevations (**See Exhibit C**) for the side view.

B. Purchase Offer.

Foxford Communities proposes to closed on the property for a price of **\$662,500** within 30 days of receipt of the building permit and with all surety required by ordinance in place, assuring the Village that the property will not remain undeveloped and that our mutual vision will be realized.

In lieu of Bartlett providing the ALTA Survey, Foxford Communities requests that Bartlett credit Foxford Communities \$8,000.00 at closing. This benefits both parties, as 60 days from Contract execution is too long for Foxford Communities to wait for the survey work necessary to start accurate site design and the Village will not be out of pocket for the expense.

C. Projected Budget & Ability to Finance.

Projected Budget: \$6,800,000

Ability to Finance: Sealed envelope addressed to Bryan Mraz, Village Attorney

It is important to note that during and after the recent great recession, no properties owned by Foxford Communities, any affiliates, or its partners were foreclosed upon, abandoned, or taken back by a bank. We feel that there are few other organizations that can make a similar statement, no matter their current representation as to their ability to finance.

D. Estimated Project Timetable.

1. Bartlett provides Commitment for Title Insurance	Contract + 30 days
2. Soils tests completed	Contract + 60 days
3. Bartlett provides ALTA Survey	Contract + 60 days
4. Zoning & PUD Amendment submittal*	Contract + 90 days
5. Zoning & Town Center PUD Amendment Approvals	Item 3 + 30 days
6. Submittal of Final Site & Architecture Design Plans	Item 4 + 45 days
7. Approval of Final Design Plans & Building Permit	Item 5 + 30 days
8. Closing on property	Item 6 + 15 days
9. Site development groundbreaking	Item 7 + 15 days
10. Building construction begins	Item 8 + 45 days
11. Certificate of Occupancy	Item 9 + 360 days

* Includes estimated 30-day delay due to Contract + 60-day wait to receive survey from the Village needed for Foxford Communities to provide accurate site design

Note:

This timetable is an estimate and does not take into account delays outside of Foxford Communities control including, but not limited to, weather and material/labor shortage.

Purchase and Sale Agreement

See EXHIBIT E: Contract to Purchase Vacant Land

Thank you for the opportunity to provide this proposal for the purchase and completion of Bartlett's Transit-Oriented Development Site. If any additional information is needed, please reach out to Tim Kellogg and he will be happy to assist you.

Very truly yours,



Peter Brennan
Managing Partner

EXHIBIT A

Team Experience

Just since 2009, Foxford Communities has invested in excess of \$70 million in properties in the Chicago area and Florida. Given market conditions due to the recession, many acquisitions have been properties that were municipal-owned or bank-owned, abandoned by the initial builder or left incomplete, encompassing developed single-family lots, townhome and condominium communities, mixed use, downtown redevelopment, and undeveloped ground that required rezoning. Bartlett's Transit-Oriented Development Site, with its downtown location within a previously-approved PUD, provides a similar feel of stepping into an in-progress development with the goal of completing the vision of a successful development integral to the community.

Foxford Communities property examples:

In 2009, Foxford bought 76 lots in a bankrupt community in Oswego that included 16 partially finished homes. Foxford finished and sold the homes, eliminating the stigma associated with an abandoned subdivision and restoring the sense of community to the development.

In Chicago, Foxford purchased 54 unfinished condominium units in the existing Van Buren Lofts mid-rise residential building. Foxford invested several million dollars to finish and sell these units in a little over a year.

In Bloomingdale, Foxford purchased 72 partially-finished condominium units and a future building pad in the failed Medinah on the Lake condominium development. Again, Foxford invested substantial capital to finish property construction. Initially, Foxford leased these units but has since started selling them as condominiums, with all being sold since January of 2014.

In 2012, Foxford purchased another failed condominium development in Countryside. There, at Clocktower Pointe, Foxford purchased one building of 18 finished units and land for five additional 18-unit buildings. After constructing one additional 18-unit building, Foxford re-evaluated the market and worked with the City to redesign the remainder of the property for townhomes.

Also in 2012, Foxford acquired the Hawthorn Trails single-family development in Hawthorn Woods. Hawthorn Trails consisted of 45 finished single-family lots and 34 partially developed lots. The original homebuilder had completed several homes, but the majority of lots remained vacant and a portion was only partially developed.

Upon completing the build-out of those lots, Foxford acquired an additional 10.3-acre phase that had flex zoning for an old land plan of 20 traditional single-family lots. Working with Hawthorn Woods in 2017, the development agreement and zoning were amended to allow for 4 commercial lots on 4.4 acres. In addition to the commercial lots, the remaining land was entitled for 20 rear-alley lots and 17 front-garage lots as a transition between the existing traditional single family lots and new commercial land.

In 2015 & 2016, Foxford amended existing agreements and completed final design plans for the redevelopment of a Gurnee abandoned 28-acre golf driving range property. Wentworth development consists of 4 acres of commercial, an assisted living facility, and 73 age-targeted home lots. The age-targeted homes are now under construction and the assisted living facility is days away from opening.

Somerset was a bank-owned townhome community in downtown Lake Zurich that consisted of 10 finished townhomes, the concrete foundation for a 7-unit building, and land for two additional 6-unit buildings. After completing repairs on the 10 neglected townhomes and selling them, Foxford built the three townhome buildings in 2017 and have also successfully sold those 19 homes.

After successfully reviving the Somerset townhome development, Foxford worked with the Village of Lake Zurich to acquire the Village's adjacent vacant redevelopment property downtown on Main Street. After completing redevelopment agreement approvals and receiving building permits for two 24-apartment buildings, we purchased the property and started construction of Somerset by the Lake apartments in the fall of 2017. We look forward to completing both buildings this year, with move-ins starting in just a few months.

In addition to the examples provided, Foxford has acquired and developed other properties in the Chicago area. We are happy to provide information on our additional developments. Foxford Communities currently has active developments in Lake Zurich, Bannockburn, Lake Bluff, Lake Forest, Western Springs, Barrington, Glenview, and North Palm Beach FL.

EXHIBIT B

Building Elevation

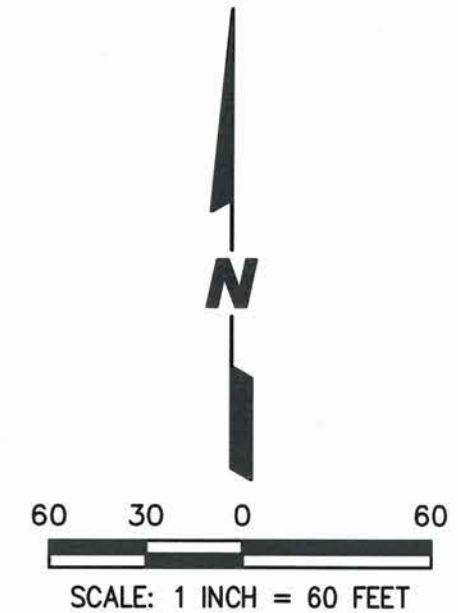
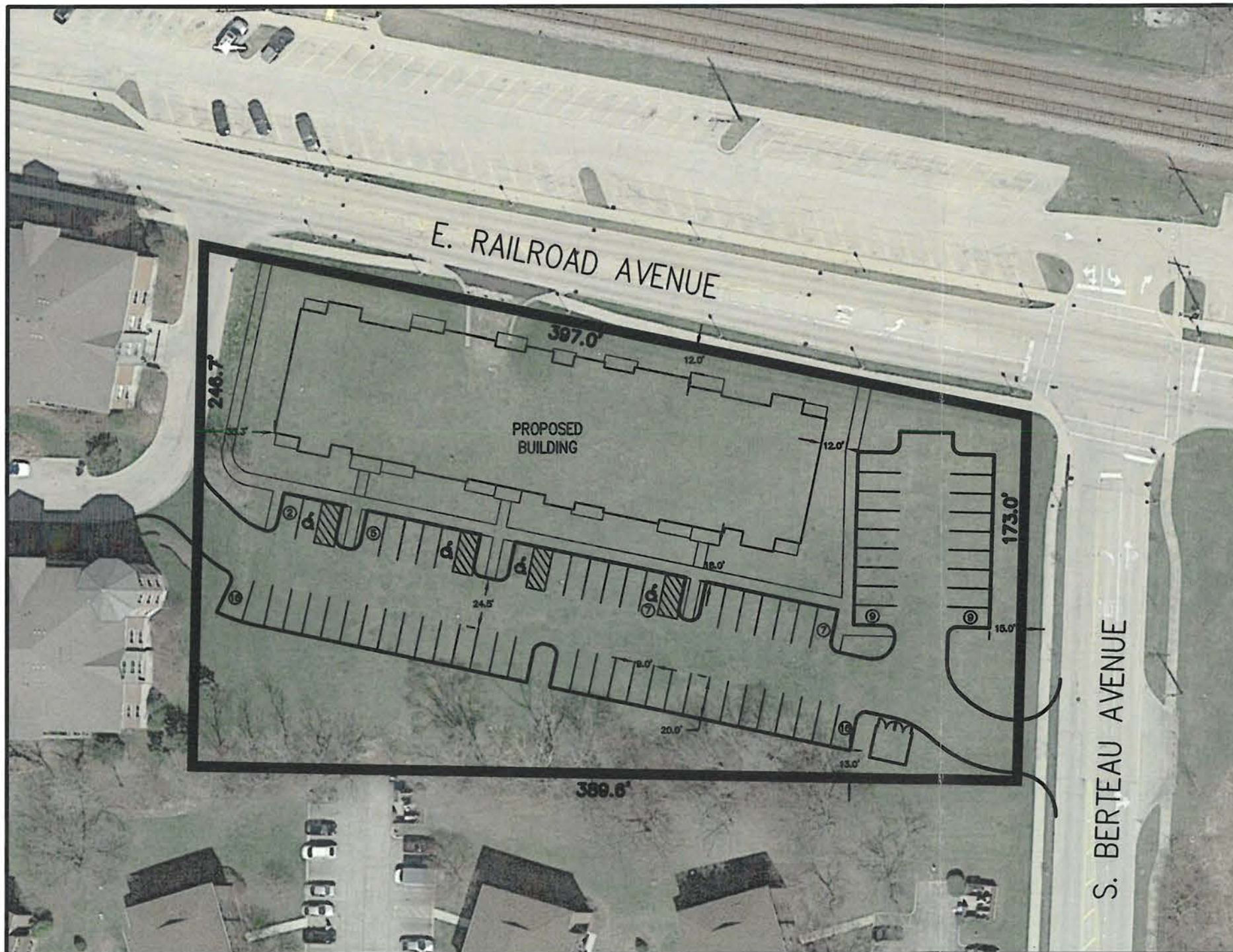
Site Plan

Concept Engineering Plan



**SITE PLAN
FOR
SOUTHWEST CORNER
OF
E. RAILROAD AVE. & S. BERTEAU AVE.**

BARTLETT, ILLINOIS



<u>SITE DATA</u>	
A. UNITS	
2 BEDROOM	20
1 BEDROOM	21
TOTAL	41
B. PARKING PROVIDED	
REGULAR STALLS	67
HANDICAP STALLS	8
TOTAL	71
PARKING RATIO	1.73 PARKING SPACE/UNIT



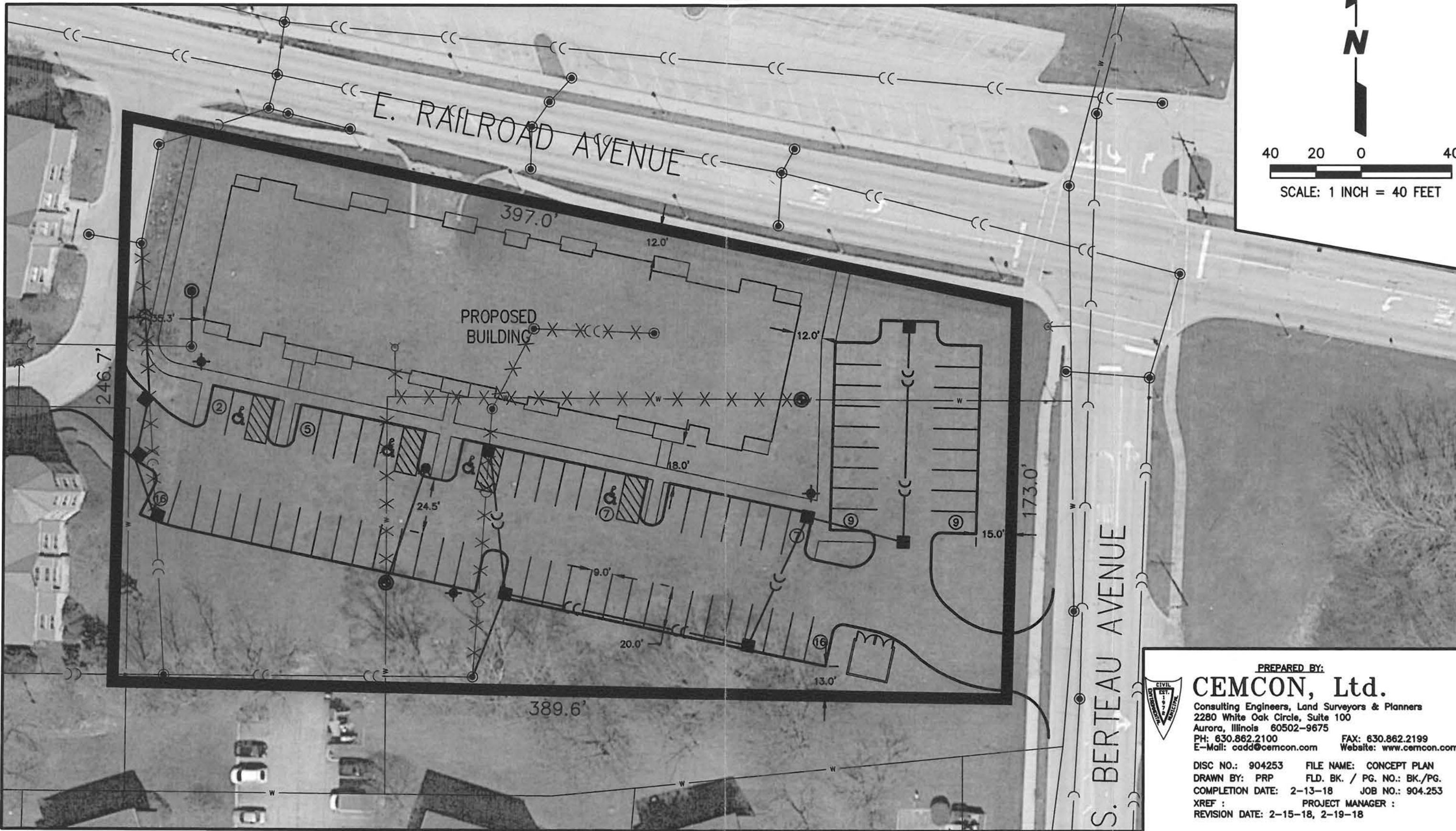
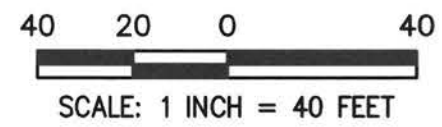
PREPARED BY:
CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 904253 FILE NAME: CONCEPT PLAN
DRAWN BY: PRP FLD. BK. / PG. NO.: BK./PG.
COMPLETION DATE: 2-13-18 JOB NO.: 904.253
XREF : PROJECT MANAGER :
REVISION DATE: 2-15-18, 2-19-18

**CONCEPTUAL UTILITY PLAN
FOR
SOUTHWEST CORNER
OF
E. RAILROAD AVE. & S. BERTEAU AVE.**

BARTLETT, ILLINOIS



PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
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DISC NO.: 904253 FILE NAME: CONCEPT PLAN
DRAWN BY: PRP FLD. BK. / PG. NO.: BK./PG.
COMPLETION DATE: 2-13-18 JOB NO.: 904.253
XREF : PROJECT MANAGER :
REVISION DATE: 2-15-18, 2-19-18

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EXHIBIT C

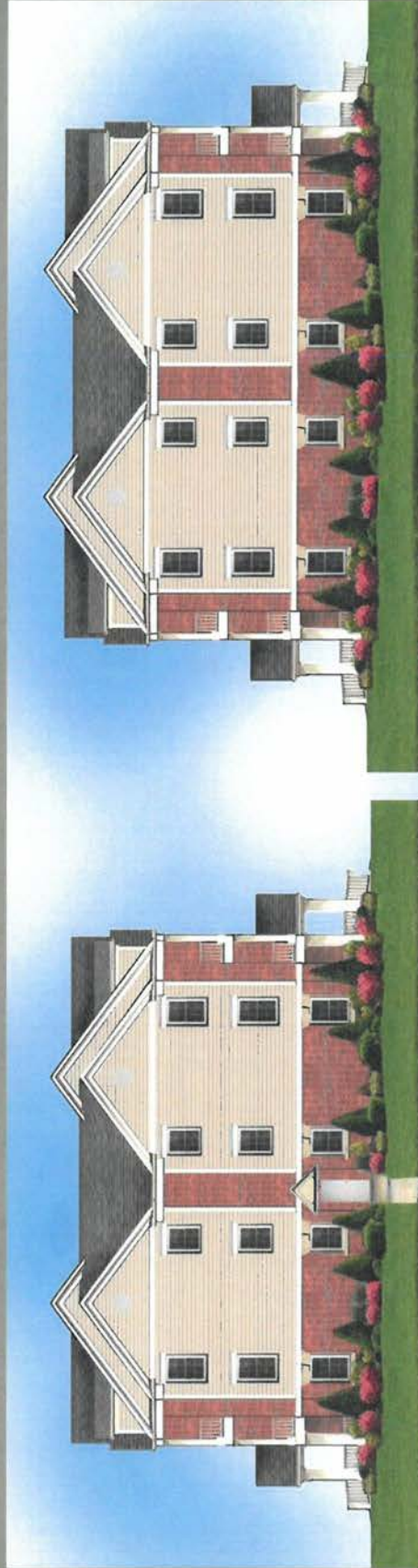
**Reference Project:
Somerset by the Lake
Lake Zurich, IL**

Building Elevations

Location Aerial Photograph

Somerset by the Lake

Village of Lake Zurich



West Elevation

East Elevation



South Elevation

Somerset by the Lake

Village of Lake Zurich



EXHIBIT D

Interior Apartments & Exterior Elevation Relationship

FLOOR PLAN PROJECTED ONTO BUILDING ELEVATION



ONLY SEVEN
APARTMENTS
WITHIN
BUILDING
FRONTAGE

↓
CREATED
THE LOOK
OF NINE
ROW HOMES

EXHIBIT E

Contract to Purchase Vacant Land



CONTRACT TO PURCHASE VACANT LAND



1. THE PARTIES:

Buyer(s) BJP REAL ESTATE, LLC
 Address 12 SALT CREEK LN, SUITE 400 City HINSDALE State IL Zip 60521
 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 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 Berreau 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 \$ 662,500.00 (being not less than \$660,000.00) shall be paid as follows: Initial earnest money of \$ 1,000.00 by (check) check or (note) note or 40% to be increased to a total of _____

40% of purchase price on Seller's attorney as earnest money and the original of this Contract (with copies to Parties) shall be held by the Escrowee, (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, **

5. ~~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 there to all lot lines. If requested, Seller shall provide an affidavit verifying that no changes to 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 (8:00 a.m. to 6:00 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 grantee as Buyer shall direct in writing, by a recordable general Warranty Deed, with release of homestead rights, or by Trustee's 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 the Contract date, (c) building set-back lines and use or occupancy restrictions, (d) easements, 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 conduits.

Within 30 days of the Date of the Contract

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 his 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 be made without limitation on the amount of taxes, including any special assessments and/or secured interest on any mortgage secured.~~ 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 1446 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 2/23/18 Date of Acceptance _____
Buyer BJP REAL ESTATE LLC Seller _____
Federal Tax I.D. # _____ Federal Tax I.D. # _____
Buyer Peter J. Brennan Seller _____
Federal Tax I.D. # PETER J. BRENNAN Federal Tax I.D. # _____
MANAGER

4-63-1end

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

RICHARD GUERARD

GUERARD KALINA & BUTKUS
310 S. COUNTY FARM RD, SUITE H
WHEATON, IL 60540
Ph. (630) 698-4700

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)

X

(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 30 calendar days after the Date of 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 18 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/had 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. 6(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 _____, 19____. 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 of _____% 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.

PB

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.

PB

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 Chickens in Residential Districts Committee or Board Committee

BUDGET IMPACT

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

EXECUTIVE SUMMARY

During the New Business portion of the January 16th Village Board meeting, Trustee Hopkins, brought up the issue of a resident who was denied a Chicken License due to a smaller than required lot size and the current regulations do not allow for a variation request. The discussion was focused on the fact that the Chicken License program had not met the one year anniversary. The Mayor agreed to bring the matter back up for discussion at a future Committee meeting.

The Village established an 8,000 square foot minimum lot size requirement for the issuance of a license to raise chickens in a residential district on April 3, 2017. The Village has issued 4 licenses in the last year and denied one with a maximum of 25 lots to be licensed throughout the Village.

ATTACHMENTS (PLEASE LIST)

CD Memo, Minutes from the January 16, 2017 New Business portion of the Village Board meeting.

ACTION REQUESTED

- For Discussion Only - To discuss the Chicken License Regulations.
- Resolution
- Ordinance
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: 3/23/2018

COMMUNITY DEVELOPMENT MEMORANDUM

18-035

DATE: March 23, 2018
TO: Paula Schumacher, Village Administrator
FROM: Jim Plonczynski, Community Development Director
RE: **Chickens in Residential Districts – Discussion**

1. The Village of Bartlett approved the first Chicken License in the residential districts on April 3, 2017. At that time the Village Board determined that the minimum lot size of 8,000 square feet would be required to issue a license for chickens. The Village has issued 4 chicken licenses since that time.
2. One resident applied and was denied a Chicken License due to the lot size falling below the 8,000 square foot requirement. The same resident reached out to Trustee Hopkins and asked to obtain a chicken license on a lot of less than 8,000 square feet (7,930 square feet). That resident asked if they could obtain a variance for the lot size requirement. Since there are no variance provisions in the Chicken Regulations (see below) a license could not be issued. The resident was informed that the Chicken License regulations would be reviewed prior to the March 21, 2019 Sunset date.

TITLE 10-4A-2-C-2: CHICKENS (POULTRY)

Chickens (Poultry).

- a. The raising/keeping of chickens shall be permitted on residential zoning lots containing a minimum of 8,000 square feet.
- b. A maximum of four (4) chickens shall be permitted on properties zoned and occupied for single family residential uses.
- c. All chickens shall be kept within a covered enclosure/structure with an attached covered/enclosed outdoor area to prevent chickens from encroaching onto neighboring properties.
- d. An outdoor area a minimum of six (6) square feet per chicken will be required and a maximum of 100 total square feet will be permitted for both the covered enclosure/structure and outdoor area.
- e. All enclosures/structures shall be located a minimum of ten feet (10') from all lot lines.
- f. The structure shall contain insulated walls and/or an insulated blanket shall cover the structure during the winter months.
- g. All chickens and enclosures/structures shall be kept/located in the rear yard only.

- h. All areas where hens are kept shall be clean and well maintained with little to no accumulation of waste. In addition, all areas where hens are kept shall not produce or cause odors that are detectable on adjacent properties.
 - i. Roosters are prohibited.
 - j. No slaughtering.
 - k. No other poultry, including but not limited to geese, ducks and turkeys shall be kept on the property.
 - l. An initial building permit shall be required for all enclosures/structures associated with the raising of chickens. A building inspection/approval is required prior to obtaining a chicken license.
 - m. A chicken license issued by the Village with a one-time fee of \$25 shall be required prior to purchasing the chickens. A renewal license shall be required each year thereafter, with no additional fee or building inspection required.
 - n. Proof of registration with the Illinois Department of Agriculture will be required with the annual license.
 - o. A maximum of 25 residential zoning lots will be licensed to have chickens in the Village at one time.
 - p. The provisions of this subsection C2 shall sunset and be automatically repealed on March 21, 2019, unless on or before said date, the Corporate Authorities pass an ordinance extending the provisions of this section and repeal the sunset clause.
3. The chicken variance issue was discussed under New Business at the Village Board on January 16, 2018. The Trustees determined that the Chicken Regulations have not been in effect for a full year and that the 8,000 square foot lot size should stand.
4. The one year anniversary date of the issuance of the first Chicken License is April 3, 2018.
5. The minutes from the January 16, 2018 New Business portion of the Village Board meeting are attached for your review.

/jjp/attachments

X:\Comdev\mem2018\035_chicken discussion_vbc.doc



VILLAGE OF BARTLETT
BOARD MINUTES
January 16, 2018

Mr. Skrycki stated that is in the Strategic Plan and they will absolutely do that.

Trustee Hopkins stated that the Strategic Plan states that there should be public information on the Lake Michigan water connection. He asked how soon they can start telling residents about this and what kind of plan do they foresee.

Mr. Skrycki stated that they put together a communications committee regarding that transition. Mr. Dinges and his team has met with some administration and they have a webpage that is devoted to the transition. As more information becomes available they will push the web page out quite a bit more. He stated that they could look at an ancillary webpage as opposed to being on the Village website.

ROLL CALL VOTE TO APPROVE THE 2018 STRATEGIC PLAN

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

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that there was no report.

13. NEW BUSINESS

Trustee Hopkins stated that a couple of residents reached out to him regarding the chicken and bee ordinance. He asked if it could be put on a future Committee agenda and maybe amend the ordinance a little bit.

President Wallace stated that he was not interested in talking about it until it had at least been one year.

Trustee Camerer stated that he knew there were people who would like to have the zoning changed but he thought they should give it some time to make sure that everything works out and if there any complaints. He completely understands and he was a big promoter of making it open to anyone that wanted to do it. He felt that they should give it some time.



VILLAGE OF BARTLETT
BOARD MINUTES
January 16, 2018

Trustee Hopkins stated that he has a resident that missed it by 20 square feet. Part of the ordinance states that they can't go to the Zoning Board of Appeals to get that appealed. He thought there were very minor changes that could be implemented that would help some residents out.

Trustee Camerer stated that there may be several people that missed it by 20 square feet and where do you draw the line? A part of him agrees but he feels like we should give this time before we make changes.

Trustee Hopkins agreed what he was saying but he thought opening it up to all single-family lots is something we should do, not multifamily homes. As long as your backyard meets the requirements for the chickens and the coop, that we have set forth, then you should be allowed to have them.

Trustee Camerer stated that he doesn't disagree with that but would like to go through a preliminary time as a trial to see if it would work, if there were any complaints, if people liked it. If there are no issues then he would see no reason not to allow all residents to have this choice.

President Wallace stated that he felt strongly about just watching this issue for one year.

Trustee Hopkins stated that they have had no complaints.

Mr. Plonczynski stated that they issued four chicken licenses. All lots were over the 8,000 square feet and they met the requirements of the size of the coop and there have not been any complaints. The first license was issued on April 3 of 2017 and the last was issued in June.

Trustee Reinke stated that he felt they should wait a little while and it made sense to him to permit people to seek a variance.

President Wallace stated that he would make a commitment to look at that on the second meeting of March.

Trustee Hopkins thanked Public Works for the great job plowing the streets.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

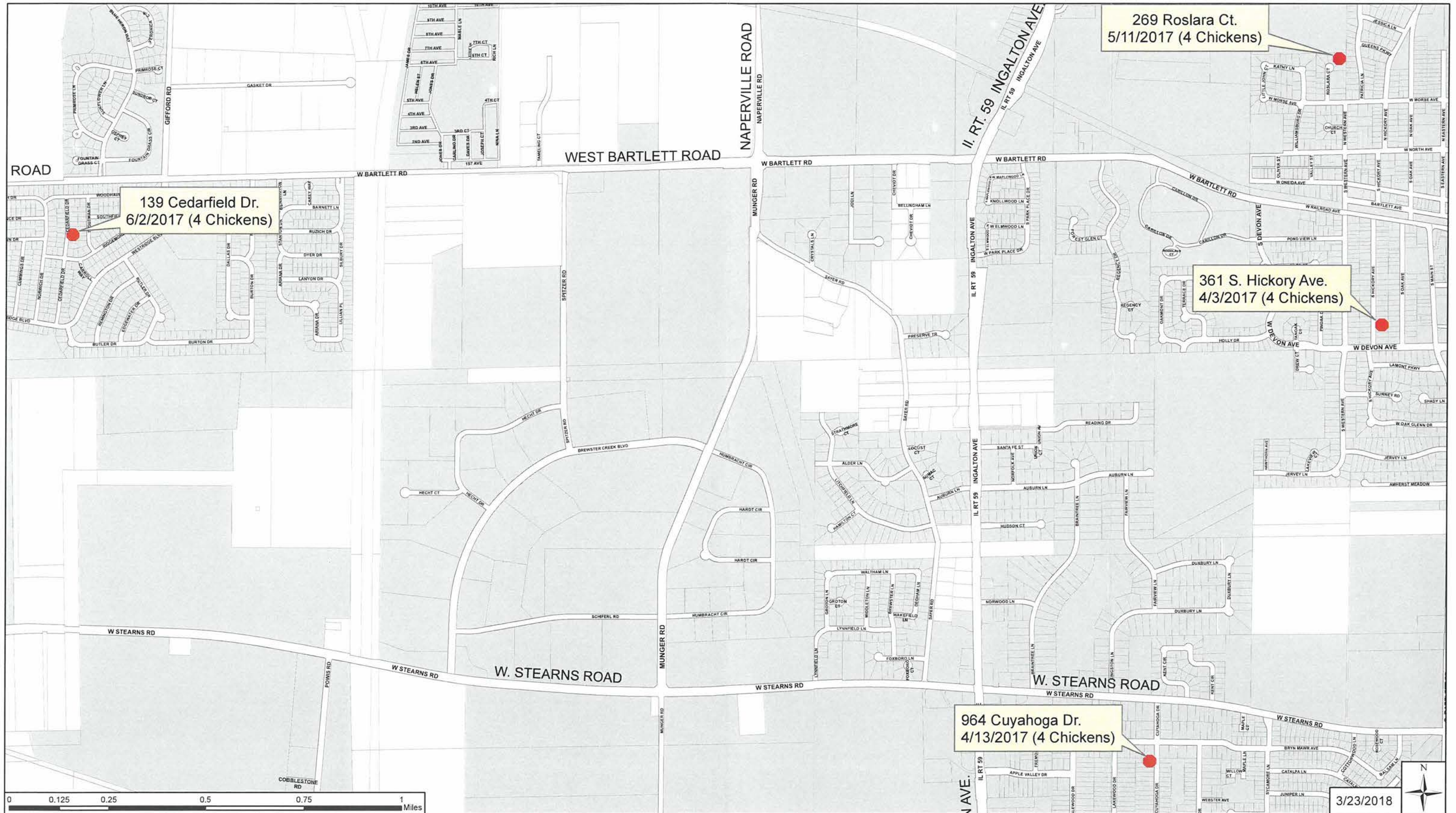
15. ADJOURNMENT

President Wallace stated that upon adjournment of this meeting, the Board will be moving into the Committee of the Whole meeting.

CHICKEN LICENSES

139 Cedarfield Dr. 269 Roslara Ct.

361 S. Hickory Ave. 964 Cuyahoga Dr.





Agenda Item Executive Summary

Item Name Southwest corner of W. Lake Street and Route 59-
Annexation & Rezoning Committee
or Board Committee

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what
fund N/A

EXECUTIVE SUMMARY

The Village is requesting the following:

- (a) Annexation of the East Lot (3.6 Acres)
- (b) Rezoning the East Lot (3.6 Acres), upon annexation, and the West Lot (7.2 Acres) from the ER-1 (Estate Residence) to the B-4 (Community Shopping) Zoning District

The subject property is located at the Southwest corner of W. Lake Street and Route 59. (Two Parcels- East Lot- 3.6 Acres, and West Lot- 7.4 Acres)

The **Plan Commission** reviewed the application and conducted the public hearing on the rezonings at their meeting on February 8, 2018. The Commission recommended **approval** subject to the conditions and Findings of Fact outlined in the Staff Report.

ATTACHMENTS (PLEASE LIST)

CD Memo, Plan Commission Meeting Minutes, Application, Location Map and Plat of Annexation

ACTION REQUESTED

- For Discussion Only - To review the Petitioner's requests and forward to the Village Board to conduct the required Annexation public hearing and a final vote.
- Resolution
- Ordinance
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: March 23, 2018

COMMUNITY DEVELOPMENT MEMORANDUM

18-48

DATE: March 23, 2018
TO: Paula Schumacher, Village Administrator
FROM: Jim Plonczynski, Community Development Director
RE: **(#17-24) Southwest corner of W. Lake Street and Route 59**

PETITIONER

The Village of Bartlett

SUBJECT SITE

Southwest corner of W. Lake Street and Route 59. Two Parcels: the East Lot (3.6 Acres), and the West Lot (7.2 Acres)

REQUESTS

- (a) Annexation of the East Lot (3.6 Acres)**
- (b) Rezoning the East Lot (3.6 Acres), upon annexation, and the West Lot (7.2 Acres) from the ER-1 (Estate Residence) to the B-4 (Community Shopping) Zoning District**

SURROUNDING LAND USES

<u>Subject Site</u>	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
	Vacant Bldg.	Commercial	ER-1, C-8**
North	Multi-Family	Townhouse Residential*	R-5*
South	Vacant	Commercial	B-4
East	Ramp	Ramp to Rt. 59/Lake St.	ER-1 (east of Route 59)
West	Vacant	Commercial	ER-1

*Streamwood- General Residential

**Unincorporated Cook County- Intensive Commercial District

HISTORY

1. This site is comprised of two lots, the **East Lot** (3.6 Acres) and the **West Lot** (7.2 Acres).
2. On September 4, 1990 the Village of Bartlett **annexed the West Lot (7.2 Acres)** per Ordinances 1990-82 and 1990-83. This property was part of the Route 59 and

Lake Street improvements by IDOT and the former Groh Camping site. Upon annexation the West Lot was zoned ER-1.

3. On October 19, 2004 the Village of Bartlett per Ordinances #2004-149 and #2004-150 approved and designated the Route 59 and Lake Street Redevelopment Project Area on the **West Lot** as a precursor to Ordinance #2004-151 creating a tax increment finance (TIF) district for properties located at the southwest corner of Lake Street and Route 59, of which the west lot was included.
4. The **West Lot** was purchased by the Village of Bartlett in 2005.
5. The **East Lot** was purchased by the Village of Bartlett in 2005 but it was never annexed or developed. It was purchased as part of a land assembly for the opportunity to establish a commercial lifestyle shopping center.
6. The Village of Bartlett has been marketing these lots for commercial development and has recently hired SVN Commercial Real Estate Advisors to sell the lots.

DISCUSSION

1. The Village is requesting to **Annex** the **East Lot** (3.6 Acres). The **West Lot** (7.2 Acres) is within the corporate limits and currently zoned ER-1.
2. The Village is also requesting to **Rezone** the **East Lot** (upon annexation) and the **West Lot** from the ER-1 (Estate Residence District) to the B-4 (Community Shopping District).
3. A vacant building and parking lot are located on the **West Lot**.

RECOMMENDATION

1. The Staff recommends **approval** of the rezonings and annexation subject to the following conditions:
 - A. Building permits shall be required for all future construction activities;
 - B. Zoning Map shall be updated; and
 - C. Annexation Plat shall be recorded.
2. The **Plan Commission** reviewed the application and conducted the public hearing on the rezonings at their meeting on February 8, 2018. The Commission recommended **approval** subject to the conditions outlined in the Staff Report.

CD Memo 18-48

March 23, 2018

Page 3

3. Minutes from the Plan Commission public hearing and background information are attached for your review and consideration.

alz/attachments

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Village of Bartlett
Plan Commission Meeting Minutes
February 8, 2018

Case # 17-24 Southwest Corner of W. Lake Street and Route 59

Annexation of the East Lot (3.6 Acres)

Rezoning the East Lot (3.6 Acres), upon annexation, and the West Lot (7.2 Acres) from the ER-1 (Estate Residence) to the B-4 (Community Shopping) Zoning District

PUBLIC HEARING

Exhibit A - Picture of Sign

Exhibit B - Mail Affidavit

Exhibit C - Notification of Public Hearing Notice in Newspaper

Petitioner: Village of Bartlett

A. Zubko stated this site is comprised of two lots, the East Lot and the West Lot.

In 1990 the Village of Bartlett annexed the West Lot (7.2 Acres). This property was part of the Route 59 and Lake Street improvements by IDOT and the former Groh Camping site. Upon annexation the West Lot was zoned ER-1.

In 2004 the Village of Bartlett approved and designated the Route 59 and Lake Street Redevelopment Project Area on the West Lot as a precursor to creating a tax increment finance (TIF) district for properties located at the southwest corner of Lake Street and Route 59, of which the west lot was included.

The East Lot was purchased by the Village of Bartlett in 2005 but it was never annexed or developed. It was purchased as part of a land assembly for the opportunity to establish a commercial lifestyle shopping center, which did not happen.

The Village of Bartlett has been marketing these lots for commercial development and has recently hired SVN Commercial Real Estate Advisors to sell the lots.

The Village is requesting to Annex the East Lot (3.6 Acres). The West Lot (7.2 Acres) is within the corporate limits and currently zoned ER-1.

The Village is also requesting to Rezone the East Lot (upon annexation) and the West Lot to the B-4 (Community Shopping District).

A vacant building and parking lot are located on the West Lot. The Village is not looking into developing anything at this time and there is no one interested in the property. The Village wants to have the property rezoned and ready if a prospect does come in as well as within the corporate limits of the Village.

Staff recommends approval of the rezoning's subject to the following conditions: Building permits shall be required for all future construction activities, the future owner of the property shall prepare and submit a Public Improvement Completion Agreement to the Village for review and approval by the Village Attorney, the Zoning Map to be updated and the Annexation Plat to be recorded.

J. Lemberg asked if the only access for this property is off of Lake Street. **A. Zubko** stated yes at this time, the only access is off the frontage road. The ultimate plan would be for a developer to come in and purchase the whole property within the TIF District, which extends down to the storage facility



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and have access off Rt. 59. **J. Lemberg** asked how much of the section labeled B4, is wetland and what is the possibility of someone building on it with so much standing water. **A. Zubko** stated a large part of the western portion is, however it is possible to mitigate wetlands. There is possibility for future development, or to keep all of the development towards Rt. 59. There is about 50% buildable space without mitigating the wetlands.

J. Lemberg asked if any members had any question or comments.

M. Hopkins asked **A. Zubko** what the Comprehensive Plan was for the lots. **A. Zubko** stated it shows all of the lots as commercial development. There were no further questions.

The **Public Hearing** portion of the meeting was then opened to the Public.

Brian Thomas of 1260 Spaulding Road stated he has been a Bartlett resident for 26 years and is concerned with the traffic being rerouted through the subdivisions of Amber Grove East and Eagles Ridge, the aesthetics with commercial buildings in the area as well as the crime it will bring to the area. **B. Thomas** was also concerned this project would affect his property values.

John Lapish of 1062 Horizon Drive stated he is president of Eagles Ridge Condominium Association. He, as well as many of the owners in this subdivision are concerned if commercial development is allowed, it will destroy home values which are now just starting to recover from the real estate bubble from several years ago. **J. Lapish** asked the Commission to consider very carefully the rezoning of the portion that is now ER1. This area has always been a buffer for any commercial development in that area and this area should remain ER1 for this very purpose. This area needs to have a traffic control due to semi-trucks going from Naperville Road to Lake Street to avoid the light. **J. Lapish** stated he strongly objects to having this area rezoned for any commercial development to occur. If this is done, a privacy, sound killing fence or berm should be considered.

Peter Wendt of 1098 Horizon Drive stated he strongly agrees with the residents who spoke before him. His main concern is with Horizon Drive which exits to the frontage road. The safest way is to turn right on to Lake Street. This project would put extra congestion in this area so a light would need to be installed at this intersection. Cars speed throughout the subdivision. The radar signs helped for a while, but once they were taken away there is high speed traffic again. **P. Wendt** asked how the major rebuild of the Rt. 59 interchange will affect the property that is proposed for annexation. Will it cut in, take away, will it make it an easier egress if commercial development goes in there? **P. Wendt** stated when he looks at the commercial development near his subdivision particularly the area facing Lake Street, it's very bright at night and it's not the quiet area it once was. He is not against commerce but it has its own place. This will change the property values and standards.

Anne Bobkowski, Carolyn Brown, Melanie Abitabile were present but did not speak, concerns were previously expressed by other residents.

Frederic Krohmer of 513 Horizon Drive, stated he agreed with all of the others comments. He and his family moved here 16 years ago because it was a wooded and quiet community. He sees no reason for additional commercial space being there's a huge industrial park behind the Home Depot that sits half empty as well as strip malls that are somewhat empty. Developers will make money but the residents on Horizon Drive will see property values go down. **F. Krohmer** stated when he moved in the property behind him was a beautiful wooded area with wetlands, nice and quiet. Now, the trees are gone and he has a clear view of Lake Street and Rt. 59. He feels there has been little sensitivity



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towards the residents who bought homes in this area because of the quiet and beautiful place to raise a family. What impact will there be on the wetlands? **F. Krohmer** doesn't see this as a gain for the community, just a high cost.

Julie Peneschi of 521 Horizon Drive stated she also agrees with her fellow residents but feels this project will have the most impact on the traffic and ruin the aesthetics of the community as well as the property values.

Stacie Krohmer of 513 Horizon Drive stated her property faces directly into the B-4 zoned lot the noise has increased tremendously since they have cut the trees down. She couldn't keep her windows open because the noise was so loud she was unable to sleep.

J. Lemberg asked if anyone else had any question or comments.

Peter Wendt 1098 Horizon Drive added to his previous comments. **P. Wendt** stated there are a large number of very young children within the neighborhood. This project will make it more dangerous environment for the children.

J. Lemberg asked if anyone else had any question or comments. No one came forward. The Public Hearing portion of the meeting was closed.

J. Lemberg asked if any members of the Commission had any question or comments.

J. Kallas did not have any questions but had a few comments. **J. Kallas** stated he has been a resident for 43 years. When he moved here it was farmland with a population of 3,800 people, now it has 43,000. Commercial, and housing developments went up all around and everyone survived. **J. Kallas** stated he raised two children in Bartlett, both married and one that resides here with a family. Concerns with traffic is understandable, but people need to be mindful of their children. This development would financially help the Village, if this is never developed, the residents will pay with increased property taxes. Some residents stated yes they would rather have increased taxes than have the value of their home decrease. **J. Kallas** stated the value of the homes in the area will not drop, with development the home values will increase. **F. Krohmer** stated he moved to Bartlett because it was a safe, quiet community not just asphalt and concrete. There are plenty of empty strip malls. The amount of tax revenue from this will not make a difference, it would be spent in different ways and will not make Bartlett any better. **F. Krohmer** believes it is disingenuous to say this will not affect his property values.

J. Lemberg asked if any members of the Commission had any question or comments.

T. Connor asked if there would be an entrance off of Rt. 59. **A. Zubko** stated the Village doesn't own any of the properties to the south, they are all private property owners. All that we can look at is the areas by the Frontage Road and Horizon Drive. The goal is to work with the property owners and have entrances off of Rt. 59, but it's not guaranteed.

M. Hopkins stated when a property is annexed into the Village it is automatically zoned ER1. With all of the concerns that were brought up tonight, be assured that there are mechanisms in place where all concerns will be reviewed by the Village Board, Plan Commission and the Zoning Board of Appeals. **M. Hopkins** continued by saying there isn't even a proposal to look at the moment. **A. Zubko** stated if and when a development proposal comes in, there will be a traffic study, wetland



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mitigation study as well as all of the concerns that were brought up tonight. Since the Village purchased the property in 2004 there has been no interest in developing this property.

J. Lemberg asked if anyone had any questions or comments. **A. Zubko** stated the clearing of the trees on the B-4 property was done by a private owner and not done by the Village of Bartlett.

J. Lemberg then asked for a motion to approve the Petitioner's requests for the Annexation of the East Lot, Rezoning the East Lot, upon annexation, from the ER-1 to the B-4 District and subject to the conditions and Findings of Fact.

Motioned by: T. Connor
Seconded by: J. Miaso

Roll Call

Ayes: J. Miaso, T. Connor, J. Allen, J. Kallas, J. Lemberg and M. Hopkins
Nays: None

The motion carried.

A. Zubko stated this item will go to the Committee of the Whole meeting for recommendation, then the Village Board meeting for a final vote. **A. Zubko** gave the audience her direct line in the event anyone had further questions and dates for the next meeting. The Plan Commission recommended approval for the rezoning. This recommendation then goes to the Village Board, whom make the final decision.



VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only
 Case # 17-24
 RECEIVED
 COMMUNITY DEVELOPMENT
 NOV 06 2017
 VILLAGE OF
 BARTLETT

PROJECT NAME SW Corner of W. Lake Street & Route 59

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Village of Bartlett

Street Address: 228 S. Main Street

City, State: Bartlett, IL

Zip Code: 60103

Email Address: azubko@vbartlett.org

Phone Number: 630-540-5934

Preferred Method to be contacted: Email

PROPERTY OWNER INFORMATION

Name: Village of Bartlett

Street Address: 228 S. Main Street

City, State: Bartlett, IL

Zip Code: 60103

Phone Number: 630-837-0800

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

ACTION REQUESTED (Please check all that apply)

- Annexation
 - PUD (preliminary)
 - PUD (final)
 - Subdivision (preliminary)
 - Subdivision (final)
 - Site Plan (please describe use: commercial, industrial, square footage): _____
 - Unified Business Center Sign Plan
 - Other (please describe) _____
- Text Amendment
 - Rezoning ER-1 to B-4
 - Special Use for: _____
 - Variation: _____

SIGN PLAN REQUIRED? No



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

PROPERTY INFORMATION

Common Address/General Location of Property: SWC Lake and Route 59

Property Index Number ("Tax PIN"/"Parcel ID"): 06-28-400-014; 06-28-204-002; 06-28-400-0

Zoning: Existing: ER-1
(Refer to Official Zoning Map)

Land Use: Existing: Vacant

Proposed: B-4

Proposed: Commercial

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

Acreage: 10.72

For PUD's and Subdivisions:

No. of Lots/Units: _____

Minimum Lot: Area _____ Width _____ Depth _____

Average Lot: Area _____ Width _____ Depth _____

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

Attorney

Engineer

Other

ACKNOWLEDGEMENT

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

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

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

SIGNATURE OF PETITIONER: Paula Schumacher

PRINT NAME: PAULA Schumacher

DATE: 1/26/18

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

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

NAME OF PERSON TO BE BILLED: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

ZONING/LOCATION MAP

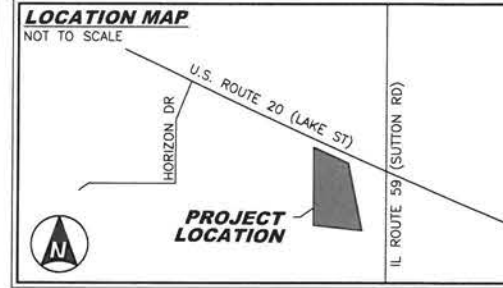
Village of Bartlett

Case #17-24 - Annexation and Rezoning

PINs: 06-28-400-014, 06-28-204-002, 06-28-400-016

06-28-400-018 & 06-28-400-019





PLAT OF ANNEXATION TO THE VILLAGE OF BARTLETT

PROPERTY DESCRIPTION:

THAT PART OF THE EAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 28, THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1197.24 FEET, THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 73.92 FEET, THENCE SOUTH 76 DEGREES 41 MINUTES EAST, A DISTANCE OF 601.56 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 14 MINUTES EAST, A DISTANCE OF 375.79 FEET, THENCE SOUTH 85 DEGREES 20 MINUTES EAST, A DISTANCE OF 360.0 FEET, THENCE NORTH 0 DEGREES 14 MINUTES WEST, A DISTANCE OF 264.20 FEET TO THE CENTER LINE OF THE CONNECTING ROAD BETWEEN U.S. ROUTE 20 AND STATE ROUTE 59, THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CENTER LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 281.9 FEET, A DISTANCE OF 287.9 FEET TO THE SOUTHERLY LINE BEING OF U.S. ROUTE 20, THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2342.01 FEET, A DISTANCE OF 312.80 FEET, THENCE SOUTH 0 DEGREES 14 MINUTES EAST, A DISTANCE OF 224.21 FEET, THENCE NORTH 76 DEGREES 41 MINUTES WEST, A DISTANCE OF 3.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE AFORESAID PROPERTY LYING WITHIN THE RIGHT OF WAY OF THE CONNECTING ROAD BETWEEN U.S. 20 AND ROUTE 59, BEING SITUATED IN HANOVER TOWNSHIP, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28 AND RUNNING THENCE ON AN ILLINOIS STATE PLANE COORDINATE SYSTEM, 1927 DATUM, EAST ZONE GRID BEARING OF SOUTH 0 DEGREES 08 MINUTES 38 SECONDS EAST ON THE WEST LINE OF SAID NORTHWEST CORNER TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 THENCE NORTH 88 DEGREES 41 MINUTES 08 SECONDS EAST ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 28 A DISTANCE OF 1788.80 FEET TO THE SOUTHWESTERLY LINE OF U.S. ROUTE 20, SAID POINT BEING ON A 2,296.05 FOOT RADIUS CURVE THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 21 DEGREES 17 MINUTES 56 SECONDS EAST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID CURVE 263.98 FEET, CENTRAL ANGLE 65 DEGREES 35 MINUTES 15 SECONDS TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 36.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 65 DEGREES 56 MINUTES 41 SECONDS 54.00 FEET TO A POINT OF REVERSE CURVATURE (SAID POINT OF REVERSE CURVATURE BEING ON THE WESTERLY LINE OF THE CONNECTING ROAD BETWEEN U.S. ROUTE 20 AND STATE ROUTE 59) THENCE (THE FOLLOWING 2 COURSES BEING ALONG THE WESTERLY LINE OF SAID CONNECTING ROAD) ALONG A 299.72 FOOT RADIUS CURVE CONCAVE TO THE EAST, CENTRAL ANGLE 21 DEGREES 39 MINUTES 31 SECONDS 113.30 FEET TO THE POINT OF BEGINNING, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 78 DEGREES 59 MINUTES 03 SECONDS EAST FROM SAID POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE 197.92 FEET, CENTRAL ANGLE 37 DEGREES 50 MINUTES 06 SECONDS; THENCE SOUTH 0 DEGREES 22 MINUTES 38 SECONDS EAST 224.28 FEET, THENCE NORTH 85 DEGREES 28 MINUTES 35 SECONDS WEST 16.30 FEET TO A POINT ON A 300.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 67 DEGREES 36 MINUTES 10 SECONDS EAST FROM SAID POINT, THENCE NORTHERLY ALONG SAID CURVE 59.59 FEET, CENTRAL ANGLE 11 DEGREES 22 MINUTES 53 SECONDS, THENCE NORTH 11 DEGREES 00 MINUTES 57 SECONDS WEST ALONG TANGENT 340.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND ALSO INCLUDING THAT PART OF IL ROUTE 59 (SUTTON ROAD) AND U.S. ROUTE 20 (LAKE STREET) LYING ALONG AND ADJOINING THE ABOVE DESCRIBED PROPERTY NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF BARTLETT.

ALL THE ABOVE DESCRIBED PROPERTY CONTAINS 140,842 SQUARE FEET OR 3.233 ACRES OF LAND MORE OR LESS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }SS

THIS IS TO CERTIFY THAT THE VILLAGE OF BARTLETT IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE SUBJECT PLAT OF ANNEXATION, AND HAVE CAUSED THE SAME TO BE SURVEYED, DEPICTED AND LEGALLY DESCRIBED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.

DATED THIS _____ DAY OF _____ 20____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

VILLAGE OF BARTLETT
228 S. MAIN STREET
BARTLETT, ILLINOIS 60103

VILLAGE OF BARTLETT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }SS

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE

OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, THIS _____ DAY

OF _____ 20____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

ANNEXATION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }SS

THIS IS TO CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE TERRITORY ANNEXED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS BY ORDINANCE NO. _____

APPROVED ON _____

DATED AT BARTLETT, ILLINOIS THIS _____ DAY OF _____

A.D., 20____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

PLAT PREPARED FOR AND SUBMITTED BY:

CLIENT:
VILLAGE OF BARTLETT
228 S. MAIN STREET
BARTLETT, IL 60103



Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }SS

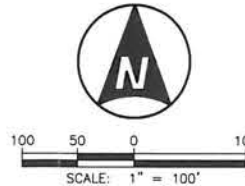
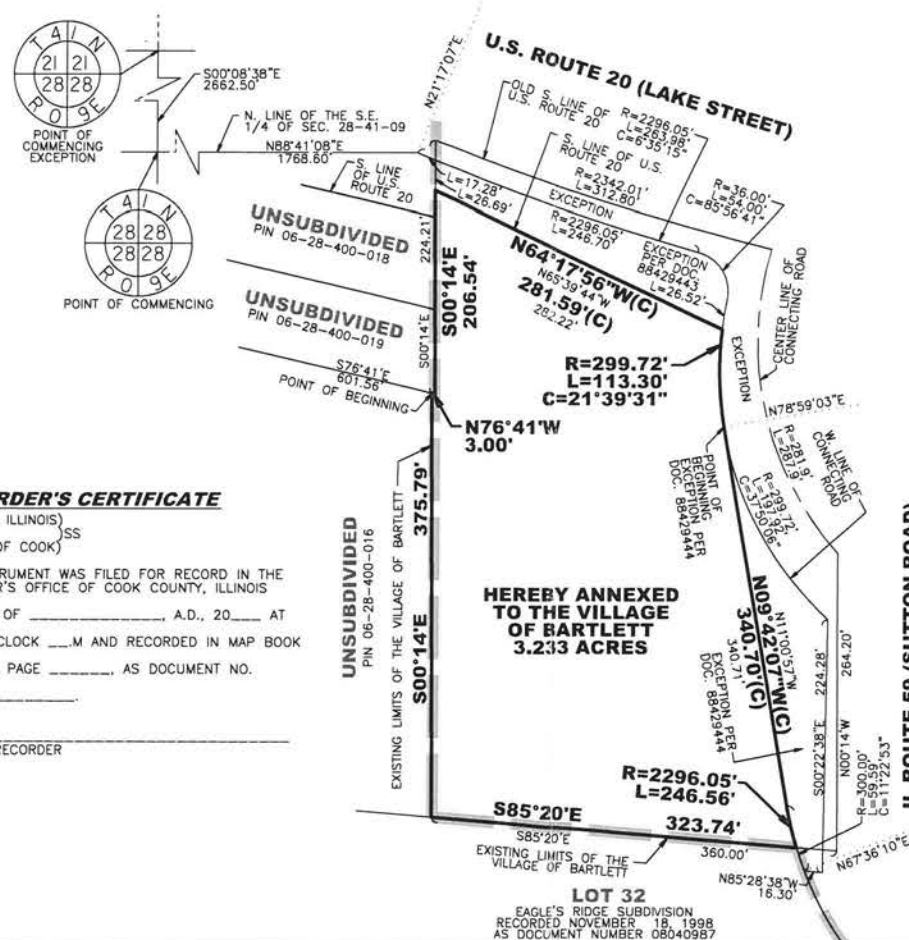
THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS

THIS DAY OF _____ A.D., 20____ AT _____

_____ O'CLOCK _____ M AND RECORDED IN MAP BOOK _____

_____ PAGE _____ AS DOCUMENT NO. _____

BY: _____
COUNTY RECORDER



LEGEND:

- BOUNDARY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- - - SECTION LINE
- ▬ VILLAGE LIMIT LINE
- R = RADIUS
- L = ARC LENGTH
- C = CENTRAL ANGLE
- (C) CALCULATED

P.I.N.:

06-28-400-014

NOTES:

- THE LEGAL DESCRIPTION SHOWN HEREON IS FROM A WARRANTY DEED RECORDED OCTOBER 27, 2004 AS DOCUMENT NUMBER 0430102198.
- ALL DIMENSIONS, BEARINGS AND ANGLES ARE RECORD BASED ON WARRANTY DEED RECORDED SEPTEMBER 20, 1988 AS DOCUMENT NUMBER 88429443 AND WARRANTY DEED RECORDED OCTOBER 27, 2004 AS DOCUMENT NUMBER 0430102198.
- ZONING INFORMATION SHOWN HEREON IS BASED UPON THE VILLAGE OF BARTLETT, ILLINOIS OFFICIAL ZONING MAP 2017 ADOPTED ON FEBRUARY 21, 2017.
- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK }SS

THIS PLAT WAS PREPARED FROM EXISTING PLATS AND RECORDS BY MACKIE CONSULTANTS, LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-002694, UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR FOR THE PURPOSE OF GRANTING AN EASEMENT AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID EXISTING PLATS AND RECORDS.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ A.D. 20____

DALE A. GRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003057
LICENSE EXPIRES: NOVEMBER 30, 2018

DESIGNED	
DRAWN	GKF
APPROVED	DAG
DATE	01/26/18
SCALE	1"=100'

**PLAT OF ANNEXATION
SOUTHWEST CORNER OF LAKE STREET
AND SUTTON ROAD
UNINCORPORATED COOK COUNTY, ILLINOIS**

SHEET	
1	OF 1
PROJECT NUMBER:	3416
© MACKIE CONSULTANTS LLC, 2018	
ILLINOIS FIRM LICENSE 184-002694	

DATE	DESCRIPTION OF REVISION	BY
02/21/18	PER VILLAGE REVIEW	GKF
02/13/18	REVISED PER ADDITIONAL DOCUMENTS RECEIVED	GKF