
THE VILLAGE OF BLOOMINGDALE
DUPAGE COUNTY, ILLINOIS

RESOLUTION
NUMBER 2019-R-25

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE VILLAGE OF BLOOMINGDALE AND
NOAH PROPERTIES, LLC**

FRANCO A. COLADIPIETRO, Mayor
JANE E. MICHELOTTI, Village Clerk

VINCE ACKERMAN
WILLIAM BELMONTE
BILL BOLEN
FRANK BUCARO
PATRICK SHANNON
JUDI VON HUBEN

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
on this the 9th day of December, 2019

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MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE VILLAGE OF BLOOMINGDALE AND
NOAH PROPERTIES, LLC**

WHEREAS, the Village of Bloomingdale, DuPage County, Illinois is a home rule unit of local government, and as such may exercise any power and perform any function pertaining to its government and affairs, except as limited by Article VII, Section 6 of the 1970 Illinois Constitution;

WHEREAS, the Village of Bloomingdale (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, Noah Properties, LLC (hereinafter referred to as "Developer") owns the real estate commonly referred to as 280-290 Stonington Drive, Bellwood, Illinois 60108 (hereinafter referred to as the "Subject Property") and is interested in developing said real estate;

WHEREAS, Developer has requested that the Village defer certain payments relating to its water and sewer connection fees;

WHEREAS, the Village has agreed to defer the payments referenced herein and the parties are interested in memorializing that understanding; and

WHEREAS, the Village of Bloomingdale Corporate Authorities are of the opinion that it is in the best interests of the Village of Bloomingdale to enter into the attached Memorandum of Understanding for the purposes referenced herein.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois pursuant to the Village of Bloomingdale's "Home Rule Powers" as follows:

Section One - Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Approval of Memorandum of Understanding

The Village hereby approves the Memorandum of Understanding substantially in the form attached hereto and made a part hereof as Exhibit A. The Village Manager is authorized to negotiate final terms with the advice and approval of the Village Attorney

Section Three – Authorization and Direction

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Memorandum of Understanding, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Memorandum of Understanding.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six – Effective Date

This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Seven – Conflict Clause

All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eight – Saving Clause

If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution, which are hereby declared to be separable.

Section Nine – Recording


This Resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

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DECIDED pursuant to a roll call vote as follows:

| | YES | NO | ABSENT | PRESENT |
|---------------------------------------|-----|----|--------|---------|
| Vince Ackerman | X | | | X |
| William Belmonte | X | | | X |
| Bill Bolen | | | X | |
| Frank Bucaro | X | | | X |
| Patrick Shannon | X | | | X |
| Judi Von Huben | X | | | X |
| Franco A. Coladipietro (if necessary) | | | | X |
| TOTAL | 5 | 0 | 1 | 6 |

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the 9th day of December, 2019.



Franco A. Coladipietro
Village President

ATTEST:



Jane E. Michelotti
Village Clerk

Exhibit A

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
NOAH PROPERTIES**

THIS MEMORANDUM OF UNDERSTANDING made on this the ____th day of November, 2019 (hereinafter referred to as the "MOU") by and between the Village of Bloomingdale, a municipal corporation (hereinafter referred to as the "Village") and Noah Properties, an Illinois Limited Liability Company (hereinafter referred to as the "Developer") owner of the parcel located at 280-90 Stonington Drive.

Recitals

WHEREAS, Developer and Village wish to enter into a Memorandum of Understanding relating to the construction of a 90-unit Luxury Apartment Project located at 280-90 Stonington Drive within the corporate limits of the Village of Bloomingdale;

WHEREAS, Developer is requesting the deferment of the payment of its water and sewer connection fees which customarily due upon issuance of building permits for the construction of the units until a later date as agreed upon herein and Developer is requesting the deferment of the payment of engineering permit fees, unless otherwise specified in this agreement, until final engineering plans are approved by the Village Engineer;

WHEREAS, the parties hereto understand and agree that nothing herein is meant to provide a waiver of any Village of Bloomingdale Code provision but merely grant the Developer an extended period of time in which to pay said fees, additionally, the parties hereto understand that the numbers contained herein are best estimates based upon the submitted preliminary plans provided by the Developer and may change once final plans are submitted, reviewed and approved;

WHEREAS, the parties wish to enter into this Memorandum of Understanding providing Developer with an extended period of time to make payment of the water and sewer connection fees to a time prior to the Village issuing a Certificate of Occupancy for the first unit of the development and the payment of engineering permit fees until final engineering plans are approved.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereby approve and enter the terms and conditions of this Memorandum of Understanding as follows:

Section One - Recitals

The foregoing Recitals are made a part of and incorporated into this Memorandum of Understanding.

Section Two – Payment of Water and Sewer Connection Fee and Engineering Permit Fees

- The parties hereto agree that Developer shall pay the \$222,750.00 (two-hundred twenty-two thousand seven hundred fifty dollars and no cents) water and sewer connection fee which reflects the amount identified and agreed to on October 21, 2019 by the parties hereto until the date in which the Certificate of Occupancy is issued for the sale/disposition of the first unit of the 90 unit development.
- All engineering fees, except as set forth in this Section of the agreement, related to the construction of luxury apartments at 280-90 Stonington Drive will become due in full at the time of building permit issuance and approval of final engineering plans for said project.

- The parties hereto further agree that the Village will issue permits for foundation and required underground utilities only, pursuant to all the conditions set forth in the memo from the Village Engineer, dated November 12, 2019, which is attached hereto and made a part hereof, as Exhibit A (Conditions). Furthermore, the parties agree that no additional permits will be issued beyond foundation only, until such time that the applicant receives all final approvals from the Planning and Zoning Commission, related to final site plan and engineering for the project and the approving ordinance is executed in full by both parties.
- The Developer understands that, should they determine to move forward with any of the aforementioned underground utility construction, a separate utility permit shall be obtained, which would include payment for that portion of the work, in the amount of \$3,943.63, as calculated by the Village Engineer. This amount will then be deducted from the remaining engineering fees related to the approval of final engineering and issuance of the remainder of the site development permit. The balance of Engineering Review fees totaling \$18,727.62 are due at the time of approval of the Stormwater Management Certification and Final Engineering Plan approval.

Utilities to be permitted for construction after issuance of approved utility plans, for the purpose of this agreement, shall be defined to mean potable water services up to the building shut off valve, waste water collection sanitary sewer service up to the building plumbing, exterior site storm water runoff collection storm sewers. Dry utilities such as natural gas piping, underground telephone and CATV cables and underground electric cables may proceed after the Village approves a separate permit for each dry utility. Said permit is requested by the respective dry utility delivery company.

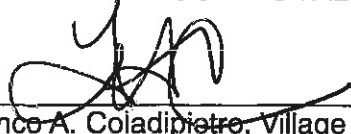
- The parties understand and agree that nothing contained herein alters any provision of the Village of Bloomingdale Code other than granting the Developer the deferment of the payment of water and sanitary connection fees until the first Certificate of Occupancy is issued and the payment of engineering fees at the time of final approval of the final engineering plans.
- If Developer should fail to pay any of the water and sanitary connection fees or any other fee as required under the Village of Bloomingdale Code the Developer understands and agrees that no Certificates of Occupancy will be issued.

Section Three – Force and Effect

This Memorandum of Understanding shall become effective as of the date of the last signature below.

IN WITNESS WHEREOF: the parties have executed this on the date set forth above.

VILLAGE OF BLOOMINGDALE



Franco A. Coladipietro, Village President

Date Executed: 12/9/19

Attest:

Jane E. Michelotti
Jane E. Michelotti, Village Clerk

Date Executed: 12/9/19

DEVELOPER

MJ Mi

Date Executed: 12/06/19

Exhibit A

Conditions



Village of Bloomingdale
Village Services Department
Engineering Division
201 S. Bloomingdale Road
Bloomingdale, IL 60108
Tel: 630-671-5676
Fax: 630-893-1596

MEMORANDUM

Date: November 12, 2019

To: Pietro Scalera, Village Administrator

From: Robert F. Prohaska, P.E., Village Engineer

Subject: **NOAH Properties (formerly Bloomingdale Walk Condos)**
Request for Foundation Only Construction Permits

Issue:

The developer of the captioned project, NOAH Properties, has requested construction permits to start work on the building foundations prior to final site plan approval or approval of final engineering plans.

Analysis:

Based on previous discussion, the developer is requesting permission to begin work on foundations for the buildings on the site. The following comments should be a condition of approval of construction permit for foundations on the site:

Erosion and Sediment Control for the entire site will need to be in-place before any excavation or site disturbance occurs on the site.

Existing electric transformers will need to be safely removed from the building pads. If the transformers are powered up, the underground cables should be terminated at a safe location away from the building site.

Water system – we can isolate the water main loop on the site by closing 2 valves, one near the hotels to the west and one near Stonington Drive. The developer will need to re-test all of these lines, pressure test and chlorination, prior to re-energizing the on-site water main loop. Existing portions of the water system to remain will need to be included in the re-test.

The water main that must be relocated along Stonington Drive cannot be shut down for an extended period of time. The Village operates a water sample test station just to the east of the site that is used for our monthly IEPA sampling for compliance with our water system operator's permit. The Village will allow for a shut down of this section of water main with the following conditions:

- The main will be out of service for a maximum of 1 week only;

Date: November 12, 2019

Subject: NOAH Properties (formerly Bloomingdale Walk Condos)
Request for Foundation Only Construction Permits

- The work on this main including re-testing will be independent of any other site work, such as building foundations, or other utility work on or off the site.
- The shutdown is planned to start on a Wednesday of the second week of a given month, and will be concluded within seven days.

Sanitary system – the existing sanitary sewer to be abandoned will be performed at the on-set of construction of the new building foundations. At a minimum, a cap should be installed on the upstream end of the existing sanitary sewer pipe to remain at sanitary manhole 1 (SA-1).

Storm sewer system – the developer will be constructing new building foundations through existing storm sewer pipes. A sediment and erosion control system to prevent eroded material from draining into unprotected pipes/drains must be in place before the sewers are disturbed. Ideally, the new site drainage system would be in place and functional before the old system is removed or abandoned.

Erosion and sediment control plan should be modified to relocate the temporary soil stockpile from building pad number 4 if the foundation is to be dug.

All construction traffic to and from the site must use Army Trail Road to Knollwood Drive to Stonington Drive to the site; there should be no construction traffic on the Mall Ring Road, or on Schick Road or Springfield Drive.

Toll Brothers (former developer) has called to advise the Village they are no longer the owner of the property, and are not obligated to complete the project. They have requested return of their developer security. The Replacement development security must be submitted by the new owners of the property to guarantee completion of the public and quasi- public improvements.

Recommendation:

The Village can issue the requested permits subject to the above conditions.