

**VILLAGE OF BARTLETT**

**COMMITTEE AGENDA**

**FEBRUARY 20, 2018**

**BUILDING & ZONING, CHAIRMAN HOPKINS**

1. Victory Center Amendments to Annexation Agreement and PUD Ordinance

**FINANCE & GOLF, CHAIRMAN DEYNE**

1. Request for Proposals to Provide Broker/Consultant Services for the Village's Health, Dental and Life Insurance

**PUBLIC WORKS, CHAIRMAN REINKE**

1. Public Works Complex Lake Michigan Water Receiving Station and Storage Tanks Second Site Plan Amendment and Special Use Permits



# Agenda Item Executive Summary

Item Name: Victory Center Amendments to Annexation Agreement and PUD Ordinance      Committee or Board: Committee

## BUDGET IMPACT

Amount: N/A      Budgeted: N/A

List what fund: N/A

## EXECUTIVE SUMMARY

A petition has been filed by Bartlett SLF Associates LP and Bartlett ILF Associates LP to:

**Amend the Annexation Agreement,  
Amend the PUD Ordinance #2004-115, and  
Amend the Restrictive Covenant**

The Amendments are to replace the existing condition and covenant in these documents with a new covenant that would allow for the covenant to be subordinate to the lien, covenants and enforcement of the Security Instrument.

This would allow the petitioner to obtain refinancing from Love Funding Corporation, insured by the United States Department of Housing and Urban Development (HUD).

## ATTACHMENTS (PLEASE LIST)

CD Memo, Applicant Cover Letter, Application, Location Map, Draft Amended Annexation Agreement and Draft Amended Covenant Language

## ACTION REQUESTED

- For Discussion only - Forward to the Plan Commission to review the PUD Amendment and to conduct the required public hearing.
- Resolution:
- Ordinance
- Motion

Staff: Jim Plonczynski, Com Dev Director      Date: 2/11/2018

**COMMUNITY DEVELOPMENT MEMORANDUM**  
**18-014**

DATE: February 11, 2018  
TO: Paula Schumacher, Village Administrator  
FROM: Jim Plonczynski, Community Development Director  
RE: **(#18-02) Victory Center of Bartlett**

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**PETITIONER**

Jerry Finis, Pathway to Living and Robyn Sandys, Northwest Housing Partnership on behalf of Bartlett SLF Associates, LP and Bartlett ILF Associates, LP- Victory Center of Bartlett

**SUBJECT SITE**

1101-1105 W. Bartlett Road (Southwest corner of Route 59 and W. Bartlett Road)

**REQUESTS**

Amend the Annexation Agreement,  
Amend the PUD Ordinance #2004-115, and  
Amend the Restrictive Covenant

**SURROUNDING LAND USE**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Senior Housing</b>	<b>Attached Res. High Den.</b>	<b>PD</b>
North	Vacant	Comm./Res.	ER-2, SR-2
South	Hanover Township Offices/Senior Center	Municipal/Institutional	P-1
East	Single Family	Suburban Residential	SR-3
West	Single Family	Estate Residential	R-4*

\* Unincorporated Cook County Zoning

**BACKGROUND INFORMATION**

1. On April 15, 2003 the Village annexed this property and adopted Ordinance #2003-44 which approved the Rezoning, Special Use for a Planned Unit Development and

the Site Plan for Bartlett Senior Living Campus. Subsequently, Ordinance #2004-115 was approved which amended the original PUD to allow the petitioner, Northwest Housing Partnership, to finance this affordable senior housing project by separating the Independent and Assisted Living facilities into two buildings.

2. In the Annexation Agreement, Ordinance #2003-44 and Ordinance #2004-115, a covenant was required to be approved by the Village Attorney and recorded with the property which set the age limit and requirement that the project be permanently and exclusively used as a senior housing development.
3. The proposed Amendment would replace the existing condition and covenant in these documents with a new covenant that would allow for the covenant to be subordinate to the lien, covenants and enforcement of the Security Instrument.
4. The proposed language in this covenant is the reason the Petitioner needs to amend the Annexation Agreement and the PUD Ordinance that would allow the Amended Covenant to be subordinate to the new mortgage to be financed by HUD.

#### **RECOMMENDATION**

1. The Staff recommends the Petitioners' request be forwarded to the Plan Commission to review the PUD amendment and to conduct the required public hearing.
2. A draft of the Amendment to the Annexation and Development Agreement, the Amendment to the PUD Ordinance #2004-115 and the Amended Covenant are attached for your review.

/jjp/attachments

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440 South LaSalle Street, Suite 1900  
Chicago, IL 60605  
p 312-491-4400  
f 312-491-4411  
att-law.com

312-491-2207  
[sfriedland@att-law.com](mailto:sfriedland@att-law.com)

January 29, 2018

**Via Email and Federal Express**

Village of Bartlett  
c/o Jim Plonczynski  
Community Development Department  
228 S. Main Street  
Bartlett, IL 60103

Re: Victory Centre of Bartlett  
1101-1105 W. Bartlett Road

Dear Mr. Plonczynski:

Our law firm represents Bartlett ILF Associates, L.P. and Bartlett SLF Associates, L.P., the owners of the 104-unit senior independent living facility and the 104-unit senior supportive living facility, respectively, known as Victory Centre of Bartlett. The development was approved in accordance with an Annexation and Development Agreement dated May 7, 2002, as amended (the "Annexation Agreement"), and a Planned Unit Development approved in accordance with the Annexation Agreement (the "PUD"). A Restrictive Covenant was also recorded against the subject property in connection with the approvals (the "Restrictive Covenant").

Both owners intend to refinance their respective properties with HUD insured loans. HUD rules require that any restrictive covenants be subordinated to the liens, covenants and enforcement of the HUD financing.

Therefore, the owners request that the Village of Bartlett amend the Annexation Agreement, the PUD and the Restrictive Covenant in order to facilitate any HUD financing.

Attached please find the following:

- Completed Development Application
- Draft Amendment Three to Annexation and Development Agreement

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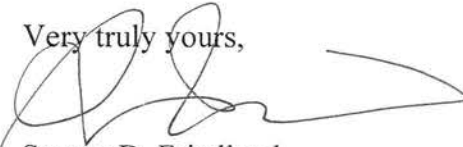
VILLAGE OF  
BARTLETT

- Draft Amendment to Restrictive Covenant (relating to the ILF)
- Draft Second Amendment to Restrictive Covenant (relating to the SLF)
- List of property owners within 250 feet of the subject property.

You will receive, by separate letter, the application fee of \$600.00.

We look forward to working with you on this process.

Very truly yours,



Steven D. Friedland



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only  
Case # 18-02  
~~RECEIVED~~  
COMMUNITY DEVELOPMENT  
January 20 2018  
VILLAGE OF  
BARTLETT

PROJECT NAME Victory Centre of Bartlett

### PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Bartlett SLF Associates, LP and  
Bartlett ILF Associates, LP  
Street Address: 1101 - 1105 W. Bartlett Road

City, State: Bartlett, IL

Zip Code: 60103

Email Address: JFinis@pathwaytoliving.com

Phone Number: 312-837-0701

Preferred Method to be contacted: Email

### PROPERTY OWNER INFORMATION

Name: Same as Petitioner

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

OWNER'S SIGNATURE: [Signature] Date: 1-29-18  
(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION  
SUBMITTAL.) Second Owner Signature: [Signature] Date: 1-29-18

### 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) Amendment to Annexation Agreement; Planned Unit Development and Restrictive Covenants
- Text Amendment
  - Rezoning See Dropdown to See Dropdown
  - 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:** 1101 - 1105 W. Bartlett Road

**Property Index Number ("Tax PIN"/"Parcel ID"):** 06-33-400-023; 06-33-401-015

**Zoning:** Existing: PD  
(Refer to Official Zoning Map)

**Land Use:** Existing: Residential

Proposed: PD

Proposed: Residential

**Comprehensive Plan Designation for this Property:** See Dropdown  
(Refer to Future Land Use Map)

**Acreage:** 5.94 acres

**For PUD's and Subdivisions:**

No. of Lots/Units: 104 independent senior units and 104 supportive senior units

Minimum Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

Average Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

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

**Attorney** Steve Friedland, Applegate & Thorne-Thomsen  
440 S. LaSalle Street, Suite 1900, Chicago, IL 60605  
312-491-2207; sfriedland@att-law.com

**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: 

PRINT NAME: Bartlett ILF Associates, LP and Bartlett SLF Associates, LP

DATE: 1-29-18

**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: Bartlett ILF Associates, L.P.

ADDRESS: c/o North West Housing Partnership

1701 E. Woodfield Drive, Suite 203 Schaumburg, IL 60173

PHONE NUMBER: 847-969-0561

EMAIL: robysandys@nwHP.net

SIGNATURE: 

DATE: 1/29/18



# LOCATION MAP

1101 W. Bartlett Rd.  
PINS:0-63-340-1015, 06-33-401-014,  
06-33-400-023 & 06-33-400-022



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES  
DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo  
the GIS User Community

## AMENDMENT THREE TO ANNEXATION AND DEVELOPMENT AGREEMENT

**THIS AMENDMENT THREE TO ANNEXATION AND DEVELOPMENT AGREEMENT** (this "**Amendment**") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, between the Village of Bartlett, Illinois (hereinafter referred to as the "**Village**"), North West Housing Partnership, an Illinois not-for-profit corporation ("**NWHP**"), Bartlett SLF Associates, L.P., an Illinois limited partnership ("**SLF Owner**"), Bartlett ILF Associates, L.P., an Illinois limited partnership ("**ILF Owner**"), Bartlett SLF Associates, In., an Illinois corporation ("**SLF Corporation**"), and Pathway Development, LLC, an Illinois limited liability company ("**Developer**").

WITNESSETH:

**WHEREAS**, the real estate legally described on Exhibit A attached hereto ("**ILF Property**") and the real estate legally described on Exhibit B attached hereto ("**SLF Property**"; together with the ILF Property, the "**Property**") were annexed to the Village in accordance with that certain Annexation and Development Agreement dated May 7, 2002 by and between the Village, NWHP, LaSalle Bank National Association, as successor Trustee to the First National Bank of Elgin, as Trustee under a Trust Agreement dated October 24, 1977 and known as Trust No. 2728 ("**Trustee**"), and Walter J. Lynwood, as Trustee of the Dominic Accorsi Non-Marital Trust, the sole beneficiary of said trust, dated March 2, 1999 ("**Lynwood**") (the "**Original Agreement**"), as amended by that certain First Amendment to the Annexation and Development Agreement dated April 15, 2003 between NWHP, the Trustee and Lynwood ("**First Amendment**"), as amended by that certain Amendment Two to the Annexation and Development Agreement dated August 17, 2004 between the Village, NWHP, SLF Owner, SLF Corporation, and Developer ("**Second Amendment**"; the Original Agreement, as modified by the First Amendment and Second Amendment is hereby referred to as the "**Agreement**"); and

**WHEREAS**, on or about May 7, 2002, the Village, by and through its President and Board of Trustees (collectively, the "**Corporate Authorities**"), adopted an ordinance which annexed the unincorporated section of the Property to the Village of Bartlett; and on April 15, 2003, the Village adopted an ordinance which (a) rezoned the Property to PD Planned Development District; (b) granted a special use permit for a Planned Unit Development as a single building Senior Housing Campus pursuant to the Planned Unit Development Plan as defined in Village Ordinance 2003-44 (the "**Original PUD**"); and (c) approved of a site plan for a single building Senior Housing Campus as defined in said Ordinance 2003-44 (the "**Original Site Plan**"); and

**WHEREAS**, for purposes of obtaining financing sources, including, but not limited to, first mortgages and low income housing tax credits, the independent and assisted or supportive components of the Senior Housing Campus must be housed in separate buildings as an independent living facility ("**ILF**") located on the ILF Property and a supportive living facility ("**SLF**") located on the SLF Property; and

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VILLAGE OF  
BARTLETT



**WHEREAS**, on or about September 13, 2003, NWHP purchased the ILF Property from the Trustee and Lynwood, and on or about December 15, 2005, the ILF Owner purchased the ILF Property from NWHP; and

**WHEREAS**, the SLF Owner is the owner of the SLF Property, and NWHP and the SLF Corporation are direct or indirect owners of the SLF Owner (the ILF Owner and the SLF Owner are each an “**Owner**”); and

**WHEREAS**, Developer was the developer of both the SLF and the ILF; and

**WHEREAS**, pursuant to Ordinance 2004-115, the Village modified the Original PUD and the Original Site Plan approved by the Corporate Authorities to provide for two separate buildings on two subdivided lots with shared parking, shared access and a revised layout, all as more fully appeared in the Amended Planned Unit Development Plan, Amended Site Plan and Final Plat as defined and approved in such Ordinance 2004-115 (collectively, the “**Amended Planned Unit Development**”); and

**WHEREAS**, as one of the conditions of Amended Planned Unit Development, the Village required covenants in recordable form to place certain age restrictions on the ILF Property and the SLF Property (“**Age Restrictions**”); and

**WHEREAS**, the ILF Owner and the SLF Owner have completed the development of the ILF and the SLF, respectively, and desire to refinance the existing loans on the ILF Property and the SLF Property, respectively, with loans insured by the United States Department of Housing and Urban Development (“**HUD**”); and

**WHEREAS**, HUD requires certain modifications to the Age Restrictions in order to make the ILF Property and the SLF Property eligible for HUD-insured loans, which requires an amendment to the age restriction condition of the Amended Planned Unit Development; and

**WHEREAS**, pursuant to notice duly given as required by law, the Village of Bartlett Plan Commission conducted a public hearing on the amendment to the age restriction condition of the Amended Planned Unit Development, and adopted findings of fact thereto and has recommended its approval to the Corporate Authorities; and

**WHEREAS**, pursuant to notice duly given as required by law, the Corporate Authorities conducted a public hearing on this Amendment, and find that it is in the public interest to approve this Amendment and are prepared to make and will make the requisite findings of fact with respect to the amendment to the age restriction condition with respect to the special use permit for the Amended Planned Unit Development Plan;

**NOW THEREFORE**, in consideration of the matters set forth in the recitals, the mutual covenants and agreements of each party to the contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:



1. Incorporation of Recitals. The above recitals are found to be true and correct and are hereby made a part of this Amendment. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

2. Section 1, paragraph 1, subparagraph (c), clause (h) of the Agreement is deleted and the following substituted therefor:

(h) covenants in recordable form approved by the Village Attorney to ensure that the Property will be used for senior housing and that the ILF and the SLF shall each be operated for occupancy of persons 55 years of age or older pursuant to Housing for Older Persons Act of 1995, as amended (“HOPA”), and that at least 80% of the occupied apartments in each of the ILF and the SLF shall at all times be occupied by at least one person who is at least 55 years of age or older (the “**Restrictive Covenant**”); provided that the Restrictive Covenant may be amended pursuant to an amendment or amendments substantially in the form attached hereto as Exhibit C (subject to changes to the HUD required forms), with such changes, deletions and insertions as shall be approved by the Village Attorney.

3. Section 21 of Agreement is deleted and the following substituted therefor:

Within five days after the sale, transfer or assignment of all or any part of the SLF Property or the ILF Property, the respective Owner shall notify the Village thereof.

4. Notwithstanding anything to the contrary in the Agreement, in the event of a foreclosure (or deed in lieu of foreclosure) of a mortgage insured by HUD secured by the ILF Property or the SLF Property, any provision in this Agreement limiting occupancy to persons of a certain age shall terminate with respect to such portion of the Property, provided, however, that such portion of the Property shall remain subject to Bartlett Zoning Ordinance.

5. Section 23 of the Agreement is deleted and the following is substituted therefor:

23. Notice. Unless otherwise notified in writing, all notices, requests, and demands shall be in writing and shall be delivered either personally, by certified mail, return receipt requested, by messenger or by a nationally recognized overnight courier, as follows:

If to the Village: Village Administrator  
Village of Bartlett  
228 South Main Street  
Bartlett, Illinois 60103

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

If to ILF Owner  
or to NWHP:           Bartlett ILF Associates, L.P.  
                                  c/o North West Housing Partnership  
                                  1701 E. Woodfield Drive, Suite 203  
                                  Schaumburg, IL 60173

With a copy to:           Applegate & Thorne-Thomsen, P.C.  
                                  440 South LaSalle, Suite 1900  
                                  Chicago, Illinois 60605  
                                  Attn : Matthew Brett

If to SLF Owner  
or to SLF Corp.  
Or Developer:           Bartlett SLF Associates, L.P.  
                                  c/o Pathway to Living  
                                  333 W. Wacker Drive, Suite 1010  
                                  Chicago, Illinois 60606

With a copy to:           Applegate & Thorne-Thomsen, P.C.  
                                  440 South LaSalle, Suite 1900  
                                  Chicago, Illinois 60605  
                                  Attn : Matthew Brett

6. This Amendment may be executed in any number of counterparts and duplicate originals, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the day and year first above written.

VILLAGE:

VILLAGE OF BARTLETT, ILLINOIS,  
an Illinois municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed: \_\_\_\_\_

STATE OF ILLINOIS    )  
  ) SS:  
COUNTY OF LAKE    )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, \_\_\_\_\_, the \_\_\_\_\_ of Village of Bartlett, Illinois, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing Amendment to Restrictive Covenants, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(seal)

\_\_\_\_\_  
Notary Public

ILF OWNER:

BARTLETT ILF ASSOCIATES, L.P.,  
an Illinois limited partnership

By: NWHP Bartlett ILF, Inc.,  
an Illinois corporation  
Its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of NWHP Bartlett ILF, Inc., an Illinois corporation and general partner of Bartlett ILF Associates, L.P., an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation as the general partner of Bartlett ILF Associates, L.P., for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

SLF OWNER:

BARTLETT SLF ASSOCIATES, L.P.,  
an Illinois limited partnership

By: Bartlett SLF Associates, Inc.,  
an Illinois corporation  
Its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of Bartlett SLF  
Associates, Inc., an Illinois corporation and general partner of Bartlett SLF Associates, L.P., an  
Illinois limited partnership, personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that he signed and delivered the said instrument as his own free and voluntary act, and as the free  
and voluntary act of said corporation as the general partner of Bartlett SLF Associates, L.P., for  
the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

NWHP:

NORTH WEST HOUSING PARTNERSHIP,  
an Illinois not for profit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, \_\_\_\_\_, the \_\_\_\_\_ of North West Housing Partnership, an Illinois not for profit corporation., personally known to me to be the same person whose name is subscribed to the foregoing Amendment to Restrictive Covenants, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(seal)

\_\_\_\_\_  
Notary Public

SLF CORPORATION:

BARTLETT SLF ASSOCIATES, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of Bartlett SLF  
Associates, Inc., an Illinois corporation, personally known to me to be the same person whose  
name is subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that he signed and delivered the said instrument as his own free and voluntary act,  
and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

DEVELOPER:

PATHWAY DEVELOPMENT, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of Pathway Development, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION OF ILF PROJECT**

LOT 2 IN THE FINAL PLAT OF SUBDIVISION OF BARTLETT SENIOR LIVING CAMPUS BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 2005 AS DOCUMENT 0519919064, IN COOK COUNTY, ILLINOIS.

Common Address: 1105 W. Bartlett Road, Bartlett, IL 60103

PIN: 06-33-400-023-0000; 06-33-401-015-0000

**EXHIBIT B**

LEGAL DESCRIPTION OF SLF PROJECT

LOT 1 IN THE FINAL PLAT OF SUBDIVISION OF BARTLETT SENIOR LIVING CAMPUS BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 2005 AS DOCUMENT 0519919064, IN COOK COUNTY, ILLINOIS.

Common Address: 1101 W. Bartlett Road, Bartlett, IL 60103

PIN: \_\_\_\_\_

**EXHIBIT C**

FORMS OF HUD AMENDMENTS

[See attached]

**THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:**

Matthew C. Brett, Esq.  
Applegate & Thorne-Thomsen, P.C.  
440 S. LaSalle Street, Suite 1900  
Chicago, Illinois 60605  
Permanent Index Tax  
Identification No(s).  
SEE EXHIBIT A

Property Address:  
SEE EXHIBIT A

## **AMENDMENT TO RESTRICTIVE COVENANT**

This AMENDMENT TO RESTRICTIVE COVENANT (“Amendment”) is made as of \_\_\_\_\_, 201\_\_, by BARTLETT ILF ASSOCIATES, L.P., an Illinois limited partnership (“ILF Owner”), BARTLETT SLF ASSOCIATES, L.P., an Illinois limited partnership (“SLF Owner”) and VILLAGE OF BARTLETT, ILLINOIS, an Illinois municipal corporation (“Village”).

WHEREAS, ILF Owner is obtaining financing from Love Funding Corporation (the “Lender”) for the benefit of the project known as Victory Centre of Bartlett ILF, Bartlett, Cook County, Illinois, HUD Project No. 071-\_\_\_\_\_ (the “Project”), which loan is secured by a Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (“Security Instrument”) dated effective as of \_\_\_\_\_ 1, 201\_\_, recorded or to be recorded in the Office of the Recorder of Cook County, Illinois (the “Recorder’s Office”) and is insured by the United States Department of Housing and Urban Development (“HUD”);

WHEREAS, Village approved the Project, and in connection with such approval, Village required certain restrictions be recorded against the Project; and

WHEREAS, North West Housing Partnership (as predecessor in interest to ILF Owner), and the SLF Owner are parties to that certain Restrictive Covenant with respect to the Project, more particularly described in Exhibit A attached hereto, and certain other real estate legally described in Exhibit B attached hereto, dated as of June 2005 and recorded in the Recorder’s Office as Document 0519418067 (collectively, the “Restrictive Covenants”);

WHEREAS, HUD requires as a condition of its insuring Lender’s financing to the Project that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

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WHEREAS, the Village, SLF Owner and ILF Owner have agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan (as defined below) in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Amendment, the provision contained in this Amendment shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between ILF Owner and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Love Funding Corporation, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the ILF Owner pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from ILF Owner in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements"). ILF Owner covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any

conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Village's ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The ILF Owner represents and warrants that to the best of ILF Owner's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate with respect to the Project.

(e) ILF Owner, SLF Owner and Village acknowledge that ILF Owner's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) In enforcing the Restrictive Covenants, the Village will not file any claim against the Project, the Mortgage Loan proceeds or any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available Surplus Cash, if the ILF Owner is a for-profit entity;
- ii. Available distributions of Surplus Cash and Residual Receipts authorized for release by HUD, if the ILF Owner is a limited distribution entity;
- iii. Available Residual Receipts authorized by HUD, if the ILF Owner is a non-profit entity; or
- iv. A HUD-approved collateral assignment of any HAP contract.

(g) For so long as the Mortgage Loan is outstanding, ILF Owner, SLF Owner and Village shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters or a HUD required amendment with respect to the real estate owned by the SLF Owner in connection with a HUD insured loan, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Village may require the ILF Owner to indemnify and hold the Village harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Village relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that all ILF Owner's obligations to indemnify and hold the Village harmless under the Restrictive Covenants shall be limited to available surplus cash and/or residual receipts of the ILF Owner.

(i) Section 2 of the Restrictive Covenants is hereby amended and restated in its entirety as follows:

“2. The Parties agree that the SLF Property and the NWHP Property shall be used exclusively and permanently for senior housing and that the improvements and facilities when built shall be operated for occupancy of persons 55 years of age or older pursuant to Housing for Older Persons Act of 1995 (“HOPA”), and that at least 80% of the occupied apartments in the Development shall at all times be occupied by at least one person who is at least 55 years of age or older (the “Restriction”). To the extent the Restriction violates any federal or state law, rule or regulation, including, but not limited to, the Federal Fair Housing Amendments Act of 1988, as amended, and the regulations promulgated thereunder, the Restriction shall automatically be amended to comply with such federal and state laws, rules and regulations and to the extent possible still comply with the intent of this Restrictive Covenant which is to ensure that the Development continues to be used exclusively and permanently for senior housing. To the extent any current or future federal and state laws now or in the future may conflict with one another, the least restrictive law, rule and regulation shall apply and the Restriction shall be automatically modified and amended to comply therewith and still preserve the Parties’ intent hereunder.”

(j) This Amendment may be executed in several counterparts, which shall be treated as originals for all purposes, and all so executed shall constitute one agreement, binding on all of the parties, notwithstanding that all parties are signatory to the original or the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against the party who executed it.

(Signature Pages Follow)

OWNER:

**BARTLETT ILF ASSOCIATES, L.P.,**  
an Illinois limited partnership

By: NWHP Bartlett ILF, Inc.,  
an Illinois corporation  
Its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of NWHP Bartlett ILF, Inc., an Illinois corporation and general partner of Bartlett ILF Associates, L.P., an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation as the general partner of Bartlett ILF Associates, L.P., for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public



SLF:

**BARTLETT SLF ASSOCIATES, L.P.,**  
an Illinois limited partnership

By: Bartlett SLF Associates, Inc.,  
an Illinois corporation  
Its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of Bartlett SLF  
Associates, Inc., an Illinois corporation and general partner of Bartlett SLF Associates, L.P., an  
Illinois limited partnership, personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that he signed and delivered the said instrument as his own free and voluntary act, and as the free  
and voluntary act of said corporation as the general partner of Bartlett SLF Associates, L.P., for  
the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

LEGAL DESCRIPTION OF PROJECT

LOT 2 IN THE FINAL PLAT OF SUBDIVISION OF BARTLETT SENIOR LIVING CAMPUS BEING A SUBDIVISION IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 2005 AS DOCUMENT 0519919064, IN COOK COUNTY, ILLINOIS.

Common Address: 1105 W. Bartlett Road, Bartlett, IL 60103

PIN: 06-33-400-023-0000; 06-33-401-015-0000

**EXHIBIT B**

LEGAL DESCRIPTION OF SLF

LOT 1 IN THE FINAL PLAT OF SUBDIVISION OF BARTLETT SENIOR LIVING CAMPUS BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 2005 AS DOCUMENT 0519919064, IN COOK COUNTY, ILLINOIS.

Common Address: 1101 W. Bartlett Road, Bartlett, IL 60103

PIN: \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

\_\_\_\_\_, Esq.  
Applegate & Thorne-Thomsen, P.C.  
440 S. LaSalle Street, Suite 1900  
Chicago, Illinois 60605  
Permanent Index Tax  
Identification No(s).  
SEE EXHIBIT A

Property Address:  
SEE EXHIBIT A

## SECOND AMENDMENT TO RESTRICTIVE COVENANT

This AMENDMENT TO RESTRICTIVE COVENANT (“Amendment”) is made as of \_\_\_\_\_, 201\_\_\_\_, by BARTLETT SLF ASSOCIATES, L.P., an Illinois limited partnership (“SLF Owner”), BARTLETT ILF ASSOCIATES, L.P., an Illinois limited partnership (“ILF Owner”) and VILLAGE OF BARTLETT, ILLINOIS, an Illinois municipal corporation (“Village”).

WHEREAS, SLF Owner is obtaining financing from \_\_\_\_\_, (the “Lender”) for the benefit of the project known as Victory Centre of Bartlett SLF, Bartlett, Cook County, Illinois, FHA Project No. \_\_\_\_\_ (the “Project”), which loan is secured by a Healthcare Mortgage, Assignment of Leases, Rents and Revenue and Security Agreement (“Security Instrument”) dated effective as of \_\_\_\_\_, 20\_\_\_\_, recorded or to be recorded in the Office of the Recorder of Cook County, Illinois (the “Recorder’s Office”) and will be insured by the United States Department of Housing and Urban Development (“HUD”) and which is refinancing the existing HUD-insured loan on the Project;

WHEREAS, Village approved the Project, and in connection with such approval, Village required certain restrictions be recorded against the Project; and

WHEREAS, North West Housing Partnership (as predecessor in interest to ILF), and the SLF Owner are parties to that certain Restrictive Covenant with respect to the Project, more particularly described in Exhibit A attached hereto, and certain other real estate legally described in Exhibit B attached hereto, dated as of June 2005 and recorded in the Recorder’s Office as Document 0519418067, as amended by that certain Amendment to Restrictive Covenant dated as of \_\_\_\_\_, 2018 and recorded in the Recorder’s Office as Document \_\_\_\_\_ (collectively, the “Restrictive Covenants”);

WHEREAS, HUD requires as a condition of its insuring Lender’s financing to the Project that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

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WHEREAS, the Village, ILF Owner and SLF Owner have agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan (as defined below) in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Amendment, the provision contained in this Amendment shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means collectively, the Healthcare Regulatory Agreement - Borrower between SLF Owner and HUD with respect to the Project, and the Healthcare Regulatory Agreement – Operator between Bartlett SLF Associates, L.P. and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means \_\_\_\_\_, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the SLF Owner pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from SLF Owner in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD

Requirements”). SLF Owner covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Village’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The SLF Owner represents and warrants that to the best of SLF Owner’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate with respect to the Project.

(e) SLF Owner, ILF Owner and Village acknowledge that SLF Owner’s failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) In enforcing the Restrictive Covenants, the Village will not file any claim against the Project, the Mortgage Loan proceeds or any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available Surplus Cash, if the SLF Owner is a for-profit entity;
- ii. Available distributions of Surplus Cash and Residual Receipts authorized for release by HUD, if the SLF Owner is a limited distribution entity;
- iii. Available Residual Receipts authorized by HUD, if the SLF Owner is a non-profit entity; or
- iv. A HUD-approved collateral assignment of any HAP contract.

(g) For so long as the Mortgage Loan is outstanding, SLF Owner, ILF and Village shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD’s prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Village may require the SLF Owner to indemnify and hold the Village harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Village relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that all SLF Owner’s obligations to indemnify and hold the Village harmless under the Restrictive Covenants shall be limited to available surplus cash and/or residual receipts of the SLF Owner.

(i) This Amendment may be executed in several counterparts, which shall be treated as originals for all purposes, and all so executed shall constitute one agreement, binding on all of the parties, notwithstanding that all parties are signatory to the original or the same counterpart.

Any such counterpart shall be admissible into evidence as an original hereof against the party who executed it.

(Signature Pages Follow)



OWNER:

**BARTLETT SLF ASSOCIATES, L.P.,**  
an Illinois limited partnership

By: Bartlett SLF Associates, Inc.,  
an Illinois corporation  
Its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of Bartlett SLF  
Associates, Inc., an Illinois corporation and general partner of Bartlett SLF Associates, L.P., an  
Illinois limited partnership, personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that he signed and delivered the said instrument as his own free and voluntary act, and as the free  
and voluntary act of said corporation as the general partner of Bartlett SLF Associates, L.P., for  
the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

ILF:

**BARTLETT ILF ASSOCIATES, L.P.,**  
an Illinois limited partnership

By: NWHP Bartlett ILF, Inc.,  
an Illinois corporation  
Its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of NWHP Bartlett ILF, Inc., an Illinois corporation and general partner of Bartlett ILF Associates, L.P., an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation as the general partner of Bartlett ILF Associates, L.P., for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

LEGAL DESCRIPTION OF PROJECT

LOT 1 IN THE FINAL PLAT OF SUBDIVISION OF BARTLETT SENIOR LIVING CAMPUS BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 2005 AS DOCUMENT 0519919064, IN COOK COUNTY, ILLINOIS.

Common Address: 1101 W. Bartlett Road, Bartlett, IL 60103

PIN: \_\_\_\_\_

**EXHIBIT B**

LEGAL DESCRIPTION OF ILF

LOT 2 IN THE FINAL PLAT OF SUBDIVISION OF BARTLETT SENIOR LIVING CAMPUS BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 2005 AS DOCUMENT 0519919064, IN COOK COUNTY, ILLINOIS.

Common Address: 1105 W. Bartlett Road, Bartlett, IL 60103

PIN: 06-33-400-023-0000; 06-33-401-015-0000



# Agenda Item Executive Summary

Item Name      Presentation of Requests for Proposals for  
Broker/Consultant Services for the Village's  
Health, Dental and Life Insurance      Committee  
or Board      Committee

## BUDGET IMPACT

Amount:      N/A      Budgeted

List what  
fund

## EXECUTIVE SUMMARY

The Village of Bartlett is soliciting proposals from insurance brokers/consultants qualified to perform and interested in providing brokerage services for the health, dental and life insurance plan.

The Village of Bartlett is seeking a broker to perform the full range of services related to the design, implementation, maintenance, communication, compliance and improvement of its health, dental and life insurance plans.

The attached Request for Proposals is presented for review and discussion to ensure Village staff will comply with the Board's requirements in the solicitation of all services it would like evaluated during this process.

## ATTACHMENTS (PLEASE LIST)

Memo, Requests for Proposals for Broker/Consultant Services for the Village's Health, Dental and Life Insurance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff:      Janelle Terrance, Human Resources Director      Date:      02/13/2018

# Memorandum

**To:** Paula Schumacher, Village Administrator  
**From:** Janelle Terrance, Human Resources Director  
**Date:** February 13, 2018  
**Re:** Requests for Proposals for Insurance Broker Services

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In response to direction from the Village Board, I have prepared the attached Request for Proposals for Insurance Broker/Consultant Services for the Village's Health, Dental and Life Insurance for discussion and consideration.

The Village of Bartlett looks to continue to provide the highest quality health, dental and life insurance program at the best value while balancing the needs of the Village and the needs of those who receive these benefits.

The Village of Bartlett is soliciting proposals from insurance brokers/consultants qualified to perform and interested in providing brokerage services for the health, dental and life insurance plan.

Interested and qualified brokers/consultants who have demonstrated their ability at comparable work are invited to submit proposals.

The Village of Bartlett is seeking a broker to perform the full range of services related to the design, implementation, maintenance, communication, compliance and improvement of its health, dental and life insurance plans.

The Director of Finance, Human Resources Director and Village Administrator will evaluate proposals and intend to make a recommendation for contract award to the Village Board. Selection criteria will include the experience and qualifications of the firm and account executive assigned to the Village's account, the description of how the account will be handled and the types of services provided, access to markets for health, dental and life insurance, and overall clarity and responsiveness of the proposal to this RFP. The Village Board will make the final selection based upon what is in the best interest of the Village of Bartlett.





# *Village of Bartlett*

## **Request For Proposals**

To Provide Broker/Consultant Services for  
The Village's Health, Dental and Life Insurance

Proposals Due: 4:30 p.m., Monday, March 19, 2018

# Village of Bartlett's RFP for Health, Dental and Life Insurance

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# Village of Bartlett's RFP for Health, Dental and Life Insurance

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## I. INVITATION

The Village of Bartlett is soliciting proposals from insurance brokers/consultants qualified to perform and interested in providing brokerage services for the health, dental and life insurance plan.

Interested and qualified brokers/consultants who have demonstrated their ability at comparable work are invited to submit proposals.

Proposals and requests for information relative to this RFP should be addressed to:

Janelle Terrance  
Human Resources Director  
Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103  
E-Mail: [jterrance@vbartlett.org](mailto:jterrance@vbartlett.org)  
Phone: (630) 540-5942

Written responses and all supporting materials can be submitted as a hard copy or electronically.

<u>Schedule for the RFP</u>	<u>Completion Date</u>
RFP distributed	February 22, 2018
Responses to RFP due*	March 19, 2018
Review of RFP completed	March 30, 2018
Interviews completed	April 23, 2018
Select broker/consultant	May 22, 2018

\* Proposals received after 4:30pm CST, Monday, March 19, 2018, will not be considered.

## II. PURPOSE

The Village of Bartlett looks to continue to provide the highest quality health, dental and life insurance program at the best value while balancing the needs of the Village and the needs of those who receive these benefits.

## III. GENERAL INFORMATION

Please note that the Village of Bartlett is not asking for, nor authorizing you to solicit quotes from insurance carriers. The Village of Bartlett's insurance plans that may be included under this brokerage arrangement include, but are not limited to:

# Village of Bartlett's RFP for Health, Dental and Life Insurance

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- Health
- Prescription Drug
- Dental
- Vision
- Life
- AD&D

All proposals and related materials become the property of the Village of Bartlett and may be returned only at its option.

The Village of Bartlett is not obligated to accept any proposal or to negotiate with any candidate. All transactions are subject to the final approval of the Village of Bartlett who reserves the right to reject any or all proposals without cause for liability.

## IV. VILLAGE OF BARTLETT BACKGROUND

The Village of Bartlett is a charming, vibrant community located 35 miles northwest from downtown Chicago. Portions of Bartlett are in three different counties: Cook, DuPage and Kane with the majority in DuPage County. For more information, please visit the Village of Bartlett's website at <http://www.village.bartlett.il.us>. The workforce of approximately 163 full-time employees includes Administration, Finance, Building, Community Development, Police, Public Works and Bartlett Hills Golf Course. The Village currently offers insurance to its full-time employees. This includes the following groups:

- Non-represented
- The Police Officers are covered by the Metropolitan Alliance of Police (MAP) Chapter #114.
- The Public Works Laborers and Maintenance Workers are covered by the International Union of Operating Engineers, Local 150.

The Village provides a full spectrum of employee benefits. The employee benefits are fully insured; offering the same health insurance coverage to all full-time employees through Blue Cross Blue Shield. The Village offers a PPO plan and an HMO plan. Employees may select employee only, employee +spouse, employee +child(ren) or employee +family coverage. Two dental plans are provided through Delta Dental; a PPO plan and a DHMO plan. In addition, each employee is enrolled in to an employer paid life and AD&D insurance plan through Dearborn National. Additionally, there is voluntary vision coverage through Eye Med.

The Village provides to its retirees the same coverage as the active employees. Currently, the Village has 12 retirees on the medical insurance plan and one employee receiving PSEBA benefits on the medical insurance.

The following materials are being provided to give potential candidates an overall view of the Village of Bartlett's benefit programs.

- Premium Rate Chart Exhibit A
- BC/BS PPO Plan Summaries Exhibit B



# Village of Bartlett's RFP for Health, Dental and Life Insurance

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- BC/BS HMO Plan Summaries Exhibit C
- Delta Dental Plan Summaries Exhibit E

All of these are based on a January 1 through December 31<sup>st</sup>.

<b>Benefit</b>	<b>Vendor</b>
<b>Medical</b>	<b>BCBS – HMO &amp; PPO</b>
<b>Prescription Drug</b>	<b>BCBS</b>
<b>Dental</b>	<b>Delta Dental – DHMO &amp; PPO</b>
<b>Life with AD&amp;D</b>	<b>Dearborn</b>
<b>Vision</b>	<b>Eye Med</b>
<b>FSA &amp; COBRA</b>	<b>Self -Administered</b>

## V. MINIMUM QUALIFICATIONS

Proposals will be accepted from brokers with these minimum qualifications:

- A. Licensed as an insurance broker or agent in the State of Illinois, with at least five years of experience in providing services as outlined in this RFP.
- B. Access to sufficient markets to obtain quotes from A-rated companies.
- C. Ability to act as broker in procuring insurance from the Village's current providers.

## VI. SCOPE OF SERVICES

The Village of Bartlett is seeking a broker to perform the full range of services related to the design, implementation, maintenance, communication, compliance and improvement of its health, dental and life insurance plans.

Specific responsibilities include, but are not limited to:

### **Program Design and Marketing**

- Identify and analyze alternative benefit strategies and plans.
- Assist in the development of long-range goals and strategies for the employee benefits program.
- Assist in design of alternative health plans, and/or strategies, to provide cost savings to the Village while retaining quality options for employees.
- Assist with any government and/or IRS filing as needed in connection with the annual renewal process and/or implementation of existing or new services, as necessary.
- Create and implement a seamless transition plan.
- Offer options and recommendations on program design.
- Interview potential vendors.
- Prepare Request for Proposals, submit to carriers and follow up.
- Provide analysis of marketing efforts.
- Assist with placement of coverage with selected vendors.

# Village of Bartlett's RFP for Health, Dental and Life Insurance

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## **Financial Analysis**

- Track participation and costs by month and by coverage (including life and AD&D).
- Compare annual claim utilization to prior years as well as industry standard.
- Provide quarterly financial reports that separate costs versus budget.
- Annually summarize key medical utilization statistics in conjunction with the strategic planning process for subsequent years.
- Analyze, review and negotiate renewals with insurance carriers.
- Review and evaluate the Organization's benefits components, specifically in the area of design, funding, cost and administration.
- After close of the plan year, present a full historical analysis of costs and utilization from previous years.
- Project cash flow impact of funding alternatives and plan design options.
- Review and summarize annual demographic changes. Review demographics after each open enrollment and identify likely cost impact.
- Assist with and participate in annual open enrollment activities.
- Analyze and compare employee contributions to normative data.
- Assist in developing contribution strategy for the future.
- Attend meetings/conference calls regularly for such purposes of discussion, review and evaluation of benefit plans.
- Provide financial exhibits for union negotiations such as comparisons with other companies/municipalities, 5-year cost projections of existing plan as well as potential plan changes, etc.
- Provide other assistance and advice as needed.

## **Account Management**

- Provide on-going, continual day-to-day account management services to a defined service level agreement.
- Assist with claim and/or eligibility issues and all benefit related issues.
- Review documents such as SPDs, plan documents, benefit highlight sheets and vendor contracts.
- Assist with development of employee communication tools, including the design and preparation of printed materials, on-site employee meetings, etc.
- Act as a liaison between the Village of Bartlett and our vendors.
- Provide coverage summaries including key contacts for each benefit, rate summaries and benefit program highlights.
- Assist with all Illinois and federal laws regarding insurance including COBRA, HIPAA, Affordable Care Act, etc.
- Arrange meetings with vendors, whether it is for the vendor to come to our office to work out problems, or for us to tour their facilities to meet customer service team dealing with our employees, provide better understanding of how they service our employees, learn of new programs or options available with that vendor, etc.
- Essentially, work as an extension of our Human Resources department thereby eliminating the need for additional staffing.



# Village of Bartlett's RFP for Health, Dental and Life Insurance

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## VII. PROPOSALS

### Form

The purpose of each proposal shall be to demonstrate the qualifications, competence and capability of the proposing firm. Proposals shall conform to the specifications set forth here.

1. Proposals shall be prepared simply and economically, providing a straightforward, concise description of bidder's ability and expertise as a benefits broker.
2. Proposals shall be no more than 20 pages in length and submitted via hard copy or electronically.
3. Proposals shall not include pre-prepared advertising material.
4. All proposals must be signed by an authorized official of the bidder to bind the firm and the proposed account team, and shall contain a statement that the offer will remain in effect for 90 days after submission.

### Content

The following information shall be included in all proposals, in the same order as listed here:

#### *General Questions*

1. The firm name, established date, the address of the principal office of the firm, and the address of the office that would be assigned to the Village of Bartlett's account. Include a brief description of the firm's history, growth, philosophy and culture, number of employees, and number of years in business under the same name and previous company names.
2. Describe your view of the role of a Consultant in this type of relationship and what differentiates your firm from other consulting firms.
3. Describe your organization, its history and size (revenue and number of employees).
4. How many of your employees will be assigned to our account? Provide a brief biography detailing the roles of each person to be assigned. Also include the number of clients each person is expected to handle.
5. A description of the group medical, dental and life program volume handled by the firm.
6. A list of principal insurance markets utilized by your firm in the order of premium volume placed with each market. This listing should be categorized by line of coverage: medical, dental and life.
7. A list of at least three (3) clients (public entities preferred) and the insurance programs you negotiated for those entities, the number of covered employees for each client, the time period you have serviced each account, and a contact name, email address, and telephone number for each account.
8. Provide a count of your existing clients categorized by large, medium and small groups.
9. Describe the form of professional liability or errors and omissions insurance carried by your company and the amount of coverage.
10. Do you have specific reinsurance carriers with whom you work? If yes, please provide examples.

## Village of Bartlett's RFP for Health, Dental and Life Insurance

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11. Please describe your experience with municipalities, specifically your renewal and service history.

### *Financial Planning and Cost Containment*

1. Please describe your experience in managing rising benefit costs within municipalities' limited budgets.
2. What cost control strategies do you have in place for your clients?
3. What actuarial tools do you provide for benchmarking and financial modeling of our benefits program?
4. What resources do you use to analyze our medical, pharmacy, dental and insurance programs?
5. What resources or tools do you offer your clients to benchmark or compare their plans' performance or costs with other public sector of their size and in their geographical area?
6. Provide a sample work plan for a client medical insurance renewal and negotiations.

### *Consulting Services*

1. Describe your experience with GASB Statements and Pronouncements that could affect the structure of a municipalities' insurance program.
2. Please describe how you would present renewals to us.
3. Please describe your approach to negotiating renewals on behalf of the Village, including leverage in negotiating with carriers and third party administrators for rates, service and performance guarantees.
4. Provide a written description of services to be provided and the firm's approach to meeting the objectives. Include services outlined in the Scope of Services, as well as additional services offered or recommended by the bidder.
5. Describe the firm's experience in providing support to clients with employee insurance advisory committees.
6. Give three (3) examples that demonstrate your firm being proactive in finding opportunities to enhance benefits and services.
7. Provide a description of any and all unique brokerage or consulting services your firm will offer to the Village of Bartlett.
8. Will your organization provide a wellness and preventive health analysis of our employees and claims experience?
9. How will you help us with the competitive marketing and placement of our plans, including development of marketing specifications, identification of market conditions, evaluations of proposals, negotiations and placement of insurance contracts for annual renewals?
10. Provide samples (no more than two) of employee benefits information you have delivered in the past or a sample you may have proposed for distribution for another entity.

### *Administrative Support Services*

1. Describe the on-going, continual day-to-day account management services that you will be providing.
2. Do you offer assistance with claims and/or coverage questions?



## Village of Bartlett's RFP for Health, Dental and Life Insurance

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3. Describe the action that would be taken, the support provided, and the personnel who would be involved in investigating and settling a disputed claim.
4. Please explain your role with documents such as SPD's, plan documents, benefit highlight sheets and vendor contracts.
5. What technology resources or knowledge does your company offer clients to streamline or improve their administration? Is there an additional cost?
6. Please list the areas of compliance that you work with your clients on.
7. What steps do you take to ensure your clients are up-to-date on current laws and legislation that may impact their plans or administration? Are there additional expenses or costs for your compliance services or assistance?
8. How do you simplify the enrollment process for your clients?
9. How are plan design changes handled?
10. What resources or tools does your firm provide the Organization to assist in managing Affordable Care Act from both administrative and financial planning perspectives?
11. Please explain the process and timeline that you recommend for new client implementation.
12. What added time and resources should your new clients anticipate during their first renewal with your team?
13. When communicating the plan to employees, what methods of communication does your firm utilize (web based, printed, etc.)? Please describe and enclose a sample document(s). Also indicate any additional costs associated with these documents.

### **VIII. PRICING / FEES / COMMISSION STRUCTURE**

Include a comprehensive, specific statement indicating the annual cost of your services and any services that would be included or excluded from that cost – including printed materials. Include whether the prices are hourly, flat fee, or percentage rate, capped amount, or other fee structure. The Village will consider fee arrangements that are clear and quantifiable. Any and all commissions and fees must be identified, including from existing programs. Fees shall assume current participation as listed in attachment. Identify any contingent commission, split-commission or joint marketing arrangements with other brokers, agents, firms or associations. All commission and fees of any type received by broker shall be included in overall cost of contract. For comparison purposes, fees should be stated per employee per month (PEPM) basis, and an overall estimate. Identify any fees/rates you charge for services including such things as data conversion, technical and professional services, service management, and training, and online services. Include payment options and preferences.

### **IX. REFERENCES**

Please provide three (3) references for active client and former clients of similar size. Include the company name (preferably municipalities), the size (number of employees) and industry of each group.

### **X. EVALUATION AND SELECTION PROCESS**

The Human Resources Director, the Director of Finance and the Village Administrator will review all proposals submitted and select the top three proposals. These top vendors will then be invited to make a presentation at no cost to the Village. The Village may request Best and Final offers.

## Village of Bartlett's RFP for Health, Dental and Life Insurance

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The Village will negotiate with that vendor to determine final pricing, and contract form. There will be no public opening and reading of bids. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process. Proposals will be evaluated on the basis of the following:

### **Evaluation Criteria**

- Understanding and compliance with the information requested in RFP – Quality and responsiveness of proposal.
- Organization, size and financial stability of firm including clients, and demonstrated competence.
- Experience of the firm, years of providing employee benefits, number of clients, experience with government agencies and unions.
- Qualifications of staff to be assigned, including staff experienced in customer service, legal and information technology.
- Experience with implementing new programs and enhancing old ones, multiple benefits, and designs.
- Fees and costs for the services to be provided.

### **XI. SUBMITTAL PROCESS**

Information must be furnished complete in compliance with the terms, conditions, provisions and specifications of the Request for Proposal. The information requested and the manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Accordingly, the Village reserves the right to declare as non-responsive and reject any proposal which material information requested is not furnished or where indirect or incomplete answers or information is provided.

Faxed or e-mailed proposals will not be accepted. Late proposals will not be accepted. With regard to any proposal sent by mail to the Village, the bidder shall be solely responsible for its delivery to the Village prior to the date set forth herein. Any proposals received subsequent to the date set forth herein, because of delayed mail delivery or any other reason will not be considered by the Village.

The Village reserves the right to reject any or all of the proposals received, to negotiate with qualified bidders, or to cancel the request for proposals in part or in its entirety without explanation to the bidders.

The Village may interview only a select number of bidders. The services provided by the successful bidder shall be governed by a Professional Services Agreement.

The Village of Bartlett reserves the right to revise or amend the request for proposal up to the proposal due date. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective bidders. If the changes are material, the proposal due date may be postponed. In any case, the proposal due date shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new due date, if applicable.



# Village of Bartlett's RFP for Health, Dental and Life Insurance

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## **Proposal Withdrawal**

Prior to the due date/time set for the proposal, proposals may be modified or withdrawn by the broker's authorized representative in person, or by written notice. Written notices shall be received in the Human Resources Director's office as designated on page one of the Request for Proposal no later than the exact due date/time for the proposal.

## **Broker Investigation**

Before submitting a proposal, each broker shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village upon which the broker will rely. If the broker receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the broker from its obligation to comply in every detail with all provisions and requirements of the contract.

## **XII. AWARD**

The Village of Bartlett's decision to select a Broker of Record is final. No right of review or appeal of the decision to appoint a broker will be considered.

## **XIII. SELECTION**

The Director of Finance, Human Resources Director and Village Administrator will evaluate proposals and intend to make a recommendation for contract award to the Village Board. Selection criteria will include the experience and qualifications of the firm and account executive assigned to the Village's account, the description of how the account will be handled and the types of services provided, access to markets for health, dental and life insurance, and overall clarity and responsiveness of the proposal to this RFP. The Village Board will make the final selection based upon what is in the best interest of the Village of Bartlett.

## **XIV. TERM OF CONTRACT**

The contract will be effective for one year from the date of the award beginning June 1, 2018 through May 31, 2019, with options to renew as agreed upon by both parties.

## **XV. ASSURANCES**

By responding to this RFP, each proposer assures the Village that, if selected as a Village broker, he or she will:

1. Make a diligent effort to place all insurance requested by the Village at the lowest possible price consistent with adequate breadth of coverage and stability of insurers.

## Village of Bartlett's RFP for Health, Dental and Life Insurance

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2. Advise the Village of ways in which coverages proposed or provided differ from that currently in place.
3. Agree to disclose to the Village all commissions he or she is eligible to receive or has received from insurers providing coverage to the Village under this contract.
4. Not assign or transfer the Village's account, or any portion of the Village's business, without the Village's prior written approval.
5. Fully disclose to the Village all quotes received from insurers, acting in the Village's best interest at all times.
6. Comply with all provisions of this RFP and their proposal throughout the term of appointment.
7. Maintain client communications and provide assistance relating to insurance plans, as needed.



# Agenda Item Executive Summary

Item Name	Public Works Complex Lake Michigan Water Receiving Station & Storage Tanks Second Site Plan Amendment and Special Use Permits	Committee or Board	Committee
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## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The Village of Bartlett is requesting:

A **Second Site Plan Amendment and Special Use Permits:**

- Two (2) 1.5 MG Potable Water Storage Tanks,
- A Lake Michigan Water Receiving Station (Pumping Station), and
- A Metering Facility (to be constructed by DuPage Water Commission)

All of the proposed facilities will be located south of the existing Public Works Administration Building and north of the street garages.

The proposed storage tanks and pumping facilities are **necessary for the transition to Lake Michigan water per the Intergovernmental Agreement with the DuPage Water Commission (DWC)**. DWC will have a 30'x50' metering facility in conjunction with the pumping station for the transmission of water from their water mains into the Village's system. If approved, the Village will go out to bid for construction in order to meet the **May 1, 2019 conversion date** from Elgin Purchased/ Local Well Water to Lake Michigan Water.

This lot is the only feasible lot currently owned by the Village that has the necessary acreage (2 acres) in order to meet the timeframes for the transition to Lake Michigan Water, and to have the ability to meet the **requirements of the low-interest IEPA Loans** to assist in funding the project.

## ATTACHMENTS (PLEASE LIST)

CD Memo, Applicant Cover Letter, Application, Location Map, 1993 Site Plan, Proposed Amended Site Plan, Cross Sections and Distance Map

## ACTION REQUESTED

- For Discussion Only- Forward to the Plan Commission to review the Second Site Plan Amendment and Special Use Permits and conduct the required public hearing.
- Resolution
- Ordinance
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: 2/12/2018

**COMMUNITY DEVELOPMENT MEMORANDUM**

**18-18**

DATE: February 12, 2018  
TO: Paula Schumacher, Village Administrator  
FROM: Jim Plonczynski, Community Development Director  
RE: **(#18-03) Public Works Complex Lake Michigan Water Receiving Station & Storage Tanks Second Site Plan Amendment and Special Use Permits**

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**PETITIONER**

The Village of Bartlett

**SUBJECT SITE**

1150 Bittersweet Drive (Public Works Complex)

**REQUESTS**

**Second Site Plan Amendment and Special Use Permits:**

- a) To construct two (2) 1.5 MG Potable Water Storage Tanks.
- b) To construct a Lake Michigan Water Receiving Station (Pumping Station)
- c) To Construct a Metering Facility (to be designed and constructed by DuPage Water Commission)

**EXISTING AND PROPOSED CONDITIONS**

<b>Subject Site</b>	<b><u>Land Use</u> Public Works Complex</b>	<b><u>Comprehensive Plan</u> Municipal</b>	<b><u>Zoning</u> P-1</b>
North	Residential	Residential	SR-3
South	Forest Preserve	Open Space	P-1
East	Forest Preserve	Open Space	E*
West	Forest Preserve	Open Space	P-1

\*Unincorporated DuPage County



## ZONING HISTORY

- On October 4, 1966, Ordinance #1966-12 (*An Ordinance Annexing Certain Territory To The Village Of Bartlett, Cook And DuPage Counties, Illinois*) annexed 515 acres, 24.5 acres would become the future site of the Bartlett Public Works Complex.
- The Wastewater Treatment Plant was originally constructed in 1973.
- The Public Works Complex was granted a Special Use Permit and Site Plan Approval on June 16, 1993 by Ordinance #1993-76 (*An Ordinance Granting Special Use Permits For A Forty (40) Foot Structure Height For All Structures; A Public Works Storage Dome; A Public Wastewater Treatment Facility; A Public Maintenance Facility; The Expansion Of The Fuel Depot; A Nursery For Public Landscaping Purposes And Two (2) Public Storage Yards And Site Plan Approval For The Bartlett Public Works Complex.*) Some of these structures were not constructed including: the Public Maintenance Facility, the Fuel Depot Expansion and the Public Nursery.
- The Complex was granted a second Special Use Permit and Site Plan Amendment on April 20, 1999 by Ordinance #1999-38 (*An Ordinance Granting a Special Use Permit To Bank .07 Acres of Wetlands And Site Plan Amendment To Allow For The Construction Of The Public Works Salt Dome.*)

## DISCUSSION

1. The Petitioner is requesting a **Second Site Plan Amendment** on the 24.5 acre Public Works Complex to allow a Lake Michigan Water Receiving Station (pumping station), a DuPage Water Commission Metering Facility (constructed by DuPage Water Commission) and two (2) 1.5 MG potable water storage tanks. This facility is necessary as part of the improvements to obtain Lake Michigan water through the DuPage Water Commission beginning May 1, 2019.
2. These facilities would be located in the approximate locations of the previously approved Public Maintenance Facility and Fuel Depot shown on the 1993 approved Site Plan. These structures were never constructed and the fuel depot was removed.
3. The Petitioner is also requesting **Special Use Permits** to allow two (2) 1.5 MG potable water storage tanks, a Lake Michigan Water Receiving Station and a Metering Facility. These structures are required to assist in the distribution and storage of potable water for the Village.
4. These proposed improvements are part of the Intergovernmental Agreement with the DuPage Water Commission in order to obtain water for the Village through their Lake Michigan allocation. The Village currently purchases 60% of its water through Elgin as well as local Village wells. The current contract to purchase water

through Elgin ends on April 30, 2019.

5. These improvements are the beginning stages of transitioning to Lake Michigan Water. This property is the only feasible Village-owned property that the facilities could be constructed upon considering the cost and timeframe in order to make the May 1, 2019 transition deadline and the low interest IEPA Loan requirement dates.
6. Currently on the site, there are two Nitrification Towers and a brick tower in order to access the two domes. These structures will no longer be necessary once the Wastewater Treatment Plant is upgraded in a few years, and will be removed in approximately 5 years.
7. There is currently a 10' high berm to screen the residential properties to the north of the Public Works Complex. The closest residences would be approximately 240 feet away from the proposed structures.

### **RECOMMENDATION**

1. The Staff recommends forwarding the Second Site Plan Amendment and Special Use Permits onto the Plan Commission for further review and to conduct the required public hearing.
2. Background information is attached for your review.





THE VILLAGE OF  
**BARTLETT**

228 S. MAIN STREET  
BARTLETT, ILLINOIS 60103  
PHONE 630.837.0800  
FAX 630.837.7168  
www.village.bartlett.il.us

VILLAGE PRESIDENT  
Kevin Wallace

ADMINISTRATOR  
Paula Schumacher

VILLAGE CLERK  
Lorna Giless

TRUSTEES  
Michael E. Camerer D.C.  
Vince Carbonaro  
Raymond H. Deyne  
Kristina Gabrenya, OD, FAAO  
Adam J. Hopkins  
Aaron H. Reinke

February 2, 2018

Village of Bartlett President and Board of Trustees  
228 South Main St.  
Bartlett, IL 60103

Re: Public Works Complex Lake Michigan Water Receiving Station &  
Storage Tanks

Dear Village President and Board of Trustees:

Attached for your review is the Site Plan Amendment and Special Use Permit application for the new Public Works Complex Lake Michigan Water Receiving Station & Storage Tanks. The Village Board approved the Intergovernmental Agreement with DuPage Water Commission (DWC) on February 7, 2017 to transition to Lake Michigan Water and become a member of the Commission beginning May 1, 2019. The funding for these improvements will be through IEPA Low-Interest Loans. As part of this process, there is a very specific timeframe that the Village must adhere to in order to stay on schedule with the loans and the May 1<sup>st</sup> transition. This is the next necessary step in this process as the Village continues to strive for continuous improvement in public service; this transition would allow all the residents of the Village to receive the same water source.

The proposed improvements are on the Public Works Complex located at 1150 Bittersweet Drive. These improvements include a Lake Michigan Water Receiving Station (pumping station) that would house the transmission mains for the Lake Michigan Water pumped from the DWC water mains into our potable water system. Another aspect of incorporating the water into the Village's system includes adding two (2) 1.5 million gallon (MG) potable water ground storage tanks, a Lake Michigan Water Receiving Station and a DWC Metering Facility to the site. The tanks would be roughly 100' in diameter and 40' in height conforming to the Special Use previously granted for height on the property. DWC will also be constructing a Metering Facility at this site for these improvements.

Sincerely,  
VILLAGE OF BARTLETT

Paula Schumacher  
Village Administrator



VILLAGE OF BARTLETT  
SPECIAL USE PERMIT APPLICATION

For Office Use Only  
Case # 18 RECEIVED  
COMMUNITY DEVELOPMENT  
FEB 02 2018  
VILLAGE OF  
BARTLETT

**PROJECT NAME** 1150 Bittersweet Dr Public Works Storage T

**PETITIONER INFORMATION (PRIMARY CONTACT)**

**Name:** Village of Bartlett

**Street Address:** 228 S. Main Street

**City, State:** Bartlett, IL

**Zip Code:** 60103

**Email Address:** tisham@vbartlett.org

**Phone Number:** 630-837-0800

**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.)

**SPECIAL USE PERMIT REQUESTED** (Please describe i.e. liquor sales, outdoor seating, etc.)

Other publicly owned property and structures used for public purposes. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPERTY INFORMATION**

**Common Address/General Location of Property:** 1150 Bittersweet Dr

**Property Index Number ("Tax PIN"/"Parcel ID"):** 0111200003

**Acreage:** 24.50

**Zoning:** P-1  
(Refer to Official Zoning Map)

**Land Use:** Institutional/Municipal

**Comprehensive Plan Designation for this Property:** Municipal/Institutional  
(Refer to Future Land Use Map)

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

**Attorney** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Engineer** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Other** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FINDINGS OF FACT FOR SPECIAL USES**

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

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

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

The proposed addition of a pump station with two (2) ground storage tanks for potable water are a necessary improvement for the acquisition of Lake Michigan water through the DuPage Water Commission.

2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

This use will not be detrimental to any persons residing or working in the vicinity of the use. This use is for the transfer and storage of potable water into the Village's water system.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

The special use will conform to all regulations and conditions specified in this Title.

**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: 2/14/18

**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

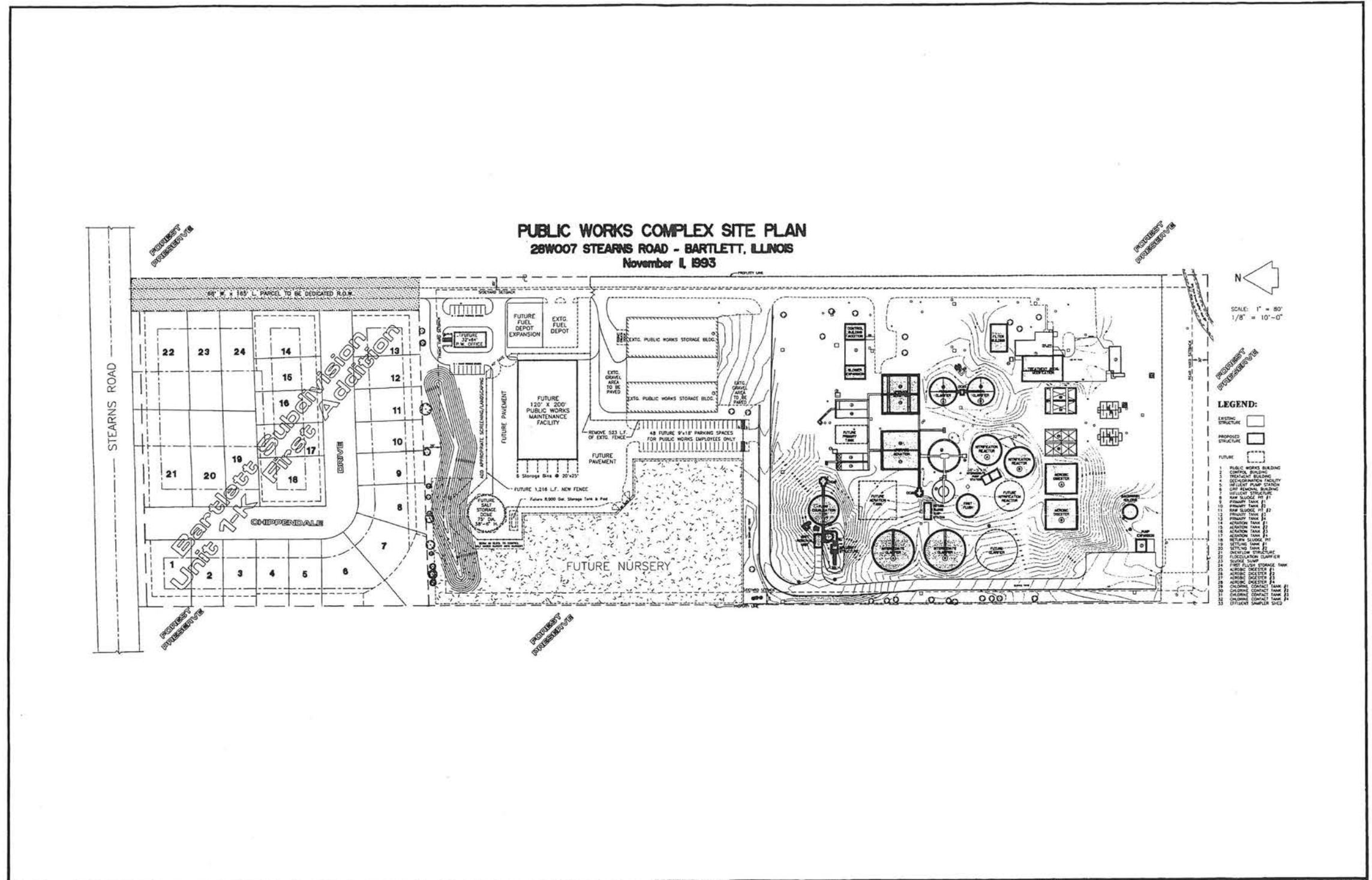
## Public Works Complex Lake Michigan Water Receiving Station & Storage Tanks

### Case #18-03 - Special Use and Site Plan Amendment





1. CONSULTING ENGINEER'S SEAL AND SIGNATURE REQUIRED FOR ALL PLANS AND SPECIFICATIONS.  
 2. THIS PLAN IS THE PROPERTY OF PAVIA-MARTING & CO. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF PAVIA-MARTING & CO.



**PUBLIC WORKS COMPLEX SITE PLAN**  
**28W007 STEARNS ROAD - BARTLETT, ILLINOIS**  
**November 11, 1993**

N  
 SCALE: 1" = 80'  
 1/8" = 10'-0"

- LEGEND:**
- EXISTING STRUCTURE
  - PROPOSED STRUCTURE
  - FUTURE
  - 1. PUBLIC WORKS BUILDING
  - 2. OFFICE BUILDING
  - 3. FUEL DEPOT
  - 4. DECONTAMINATION FACILITY
  - 5. WASTEWATER TREATMENT PLANT
  - 6. WASTEWATER TREATMENT PLANT
  - 7. WASTEWATER TREATMENT PLANT
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  - 21. WASTEWATER TREATMENT PLANT
  - 22. WASTEWATER TREATMENT PLANT
  - 23. WASTEWATER TREATMENT PLANT
  - 24. WASTEWATER TREATMENT PLANT

Bartlett Subdivision  
 Unit 7-K First Addition

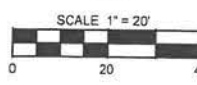
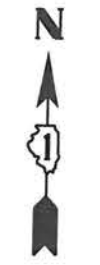
REVISOR	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

FIELD BOOK INFORMATION:	PLOTTED BY:	DATE:
BOOK NO.:	CHECKED BY:	DATE:
BOOK NAME:	DESIGNED BY:	DATE:
	CHECKED BY:	DATE:
	APPROVED BY:	DATE:

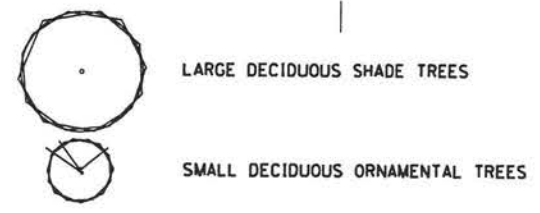
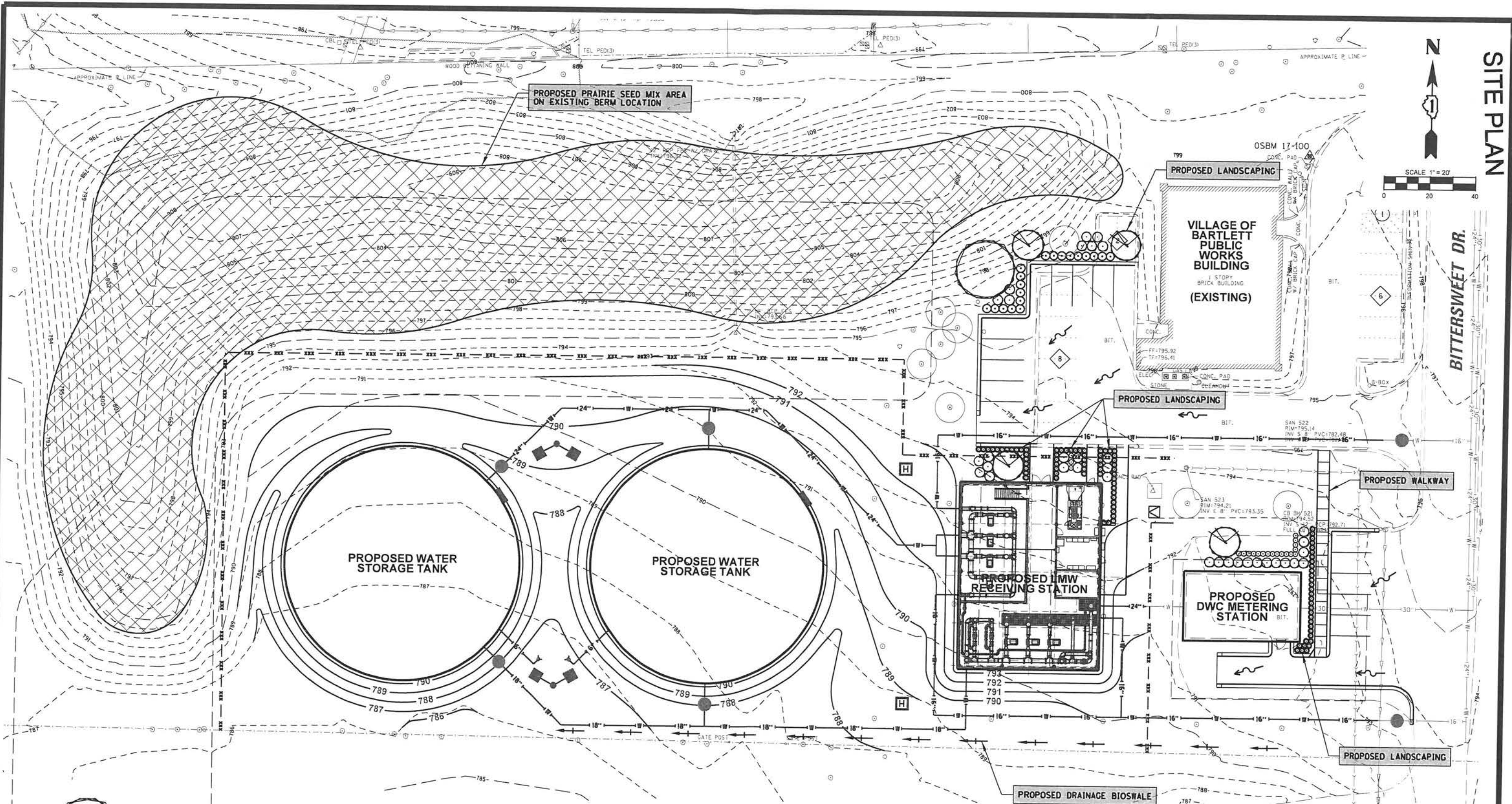
<b>PAVIA-MARTING &amp; CO.</b> 710 WEST LASS STREET BOSTON, IL 60172-3352 (708) 522-0200 FAX (708) 524-0210	TITLE: <b>Public Works Complex Site Plan</b> <b>28W007 Stearns Road - Bartlett, IL</b>	SCALE: 1" = 80' DATE: 12/23/93 JOB NO. 2185 SHEET 1 OF 1
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1993 SITE PLAN


**SITE PLAN**



**BITTERSWEET DR.**



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

CLIENT:  
 **VILLAGE OF BARTLETT**  
 228 South Main Street  
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 (630) 837-0800

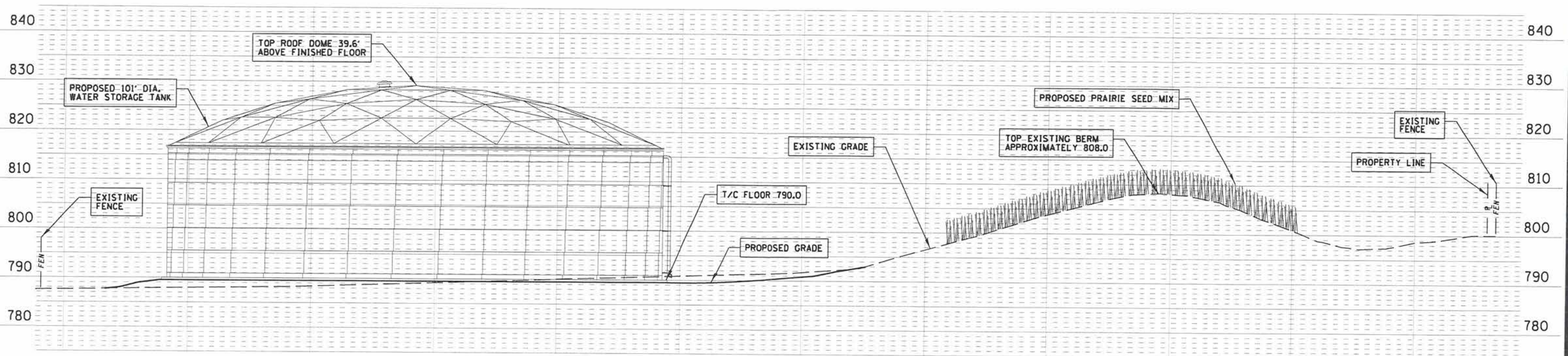
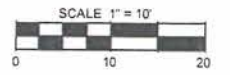
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 PHASE I -- LAKE MICHIGAN WATER RECEIVING STATION**

TITLE: **SITE LANDSCAPING PLAN**

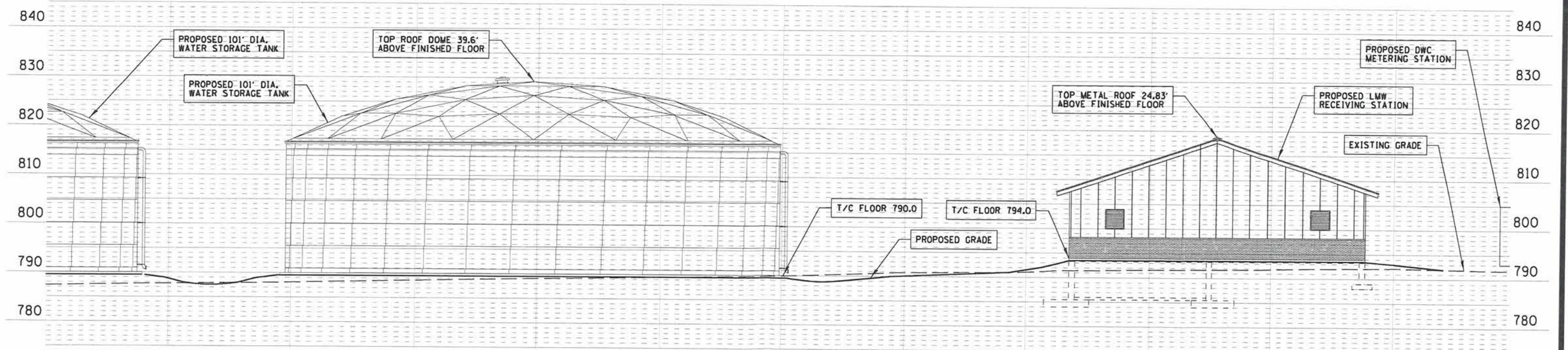
PROJ. NO. 17-0111  
 DATE: 1/25/2018  
 SHEET #LSP1 OF 34  
 DRAWING NO.  
**\$LSP1**





**NORTH-SOUTH SECTION THROUGH TANK**

SCALE: 1" = 10' H  
1" = 10' V




**EAST-WEST SECTION THROUGH TANK AND RECEIVING STATION**

SCALE: 1" = 10' H  
1" = 10' V

CROSS SECTIONS

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NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
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TITLE: **LAKE MICHIGAN WATER RECEIVING FACILITIES  
PHASE I - LAKE MICHIGAN WATER RECEIVING STATION**

PROJ. NO. 17-0111  
DATE: 1/25/2018  
SHEET OF 34  
DRAWING NO.

**SITE PROFILES**



# LOCATION MAP

Distances from proposed water tanks to nearest homes

