



**VILLAGE OF BARTLETT
PLAN COMMISSION
AGENDA**

**BARTLETT MUNICIPAL CENTER
228 S. MAIN STREET
March 8, 2018
7:00 P.M.**

- I. Roll Call
- II. Approval of the February 8, 2018 meeting minutes
- III. **(#18-02) Victory Centre of Bartlett**
Amend PUD Ordinance #2004-115 Section Five, #8, An Ordinance Approving An Amended Planned Unit Development Plan, Approving Of An Amended Site Plan And Approving Of A Preliminary/Final Plat Of Subdivision/PUD For The Bartlett Senior Living Campus (To Amend The Restrictive Covenants That Are A Condition Of This Ordinance)
PUBLIC HEARING
- IV. **(#18-03) Public Works Complex Lake Michigan Water Receiving Station & Storage Tanks**
Second Site Plan Amendment; and
Special Use Permits to allow:
 - a) Two (2) 1.5 MG Potable Water Storage Tanks
 - b) A Lake Michigan Water Receiving Station (Pumping Station)
 - c) A Metering Facility (to be designed and constructed by DuPage Water Commission)**Public Hearing**
- V. Old Business/New Business
- VI. Adjournment



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J. Lemberg called the meeting to order at 7:13 pm.

Roll Call

Present: J. Lemberg, J. Miaso, T. Connor, J. Allen, J. Kallas and M. Hopkins

Absent: T. Ridenour, A. Hopkins and D. Negele

Also Present: A. Zubko, Village Planner

Approval of Minutes

A motion was made to approve the minutes of the December 14, 2017 meeting.

Motioned by: J. Miaso

Seconded by: T. Connor

Roll Call

Ayes: J. Lemberg, J. Miaso, T. Connor, J. Allen, J. Kallas and M. Hopkins

Abstain: None

The motion carried.



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

Annexation of the East Lot (3.6 Acres)

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

PUBLIC HEARING

Exhibit A - Picture of Sign

Exhibit B - Mail Affidavit

Exhibit C - Notification of Public Hearing Notice in Newspaper

Petitioner: Village of Bartlett

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Roll Call

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

The motion carried.

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

Old Business/ New Business

A. Zubko stated there will be a meeting next month.

Motion to adjourn.

All in favor

Motion Carried.

The meeting was adjourned at 7:48 P.M.

COMMUNITY DEVELOPMENT MEMORANDUM
18-026

DATE: February 26, 2018
TO: Chairman and Members of the Plan Commission
FROM: Jim Plonczynski, Community Development Director
RE: **(#18-02) Victory Center of Bartlett**

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 PUD Ordinance #2004-115, Section Five, #8 (to amend the Restrictive Covenants which are a condition of this Ordinance)

SURROUNDING LAND USE

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Senior Housing	Attached Res. High Den.	PD
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 in Ordinance #2004-115, Section Five, #8 and covenant in these documents with a new covenant that would allow the covenant to be subordinate to the lien, covenants and enforcement of the Security Instrument.
4. The proposed language in these covenants are the reason the Petitioner needs to amend the PUD Ordinance #2004-115 and the restrictive covenants to allow the Amended Covenant to be subordinate to the new mortgage financed by HUD.

RECOMMENDATION

1. A draft of the Amended Covenants to PUD Ordinance #2004-115 and background information are attached for your review.
2. *If the Plan Commission recommends approval of the Amended Covenants to the PUD Ordinance #2004-115 then the following conditions and findings of fact should be included;*
 - a. The amended covenants shall be recorded as part of the Amended Annexation Agreement that is subject to a public hearing and approval by the Village Board.
 - b. Findings of fact (Planned Unit Development);
 - i. The Village's Future Land Use Plan designates this area as Attached Residential-High Density (14-34 du/net acre) that has been established in the area and which conforms with general planning policies and precedents of the Village;
 - ii. The senior housing development is a permitted use in the PD Zoning District;
 - iii. The senior housing development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
 - iv. The senior housing development shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
 - v. The senior housing development shall include impact donations;
 - vi. Adequate utilities and drainage shall be provided for this use;
 - vii. Adequate parking and ingress and egress will be provided for this use so as to minimize traffic congestion and hazards in public streets;

- viii. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
- ix. There is reasonable assurance that this facility will continue to operate as it has and be adequately maintained.

/jjp/attachments

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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

RECEIVED
COMMUNITY DEVELOPMENT

JAN 30 2018

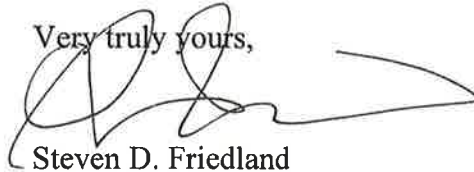
VILLAGE OF
BARTLETT

- 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,

A handwritten signature in black ink, appearing to read "Steven D. Friedland", with a long horizontal flourish extending to the right.

Steven D. Friedland



VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only
 Case # 18-02
 COMMUNITY DEVELOPMENT
 (Village Board) 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): _____
- Text Amendment
- Rezoning See Dropdown to See Dropdown
- Special Use for: _____
- Variation: _____
- Unified Business Center Sign Plan
- Other (please describe) Amendment to Annexation Agreement; Planned Unit Development and Restrictive Covenants

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 **Land Use:** Existing: Residential
(Refer to Official Zoning Map)

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/Airbus DS, USDA, USGS, AeroX, Getmapping, Aergrid, IGN, IGP, swisstopo, the GIS User Community

ORDINANCE 2004 - 115

AN ORDINANCE APPROVING AN AMENDED PLANNED UNIT DEVELOPMENT PLAN, APPROVING OF AN AMENDED SITE PLAN AND APPROVING OF A PRELIMINARY/FINAL PLAT OF SUBDIVISION/PUD FOR THE BARTLETT SENIOR LIVING CAMPUS

WHEREAS, on or about May 7, 2002, the Village of Bartlett (the "Village"), and LaSalle Bank as Successor Trustee to First National Bank of Elgin as Trustee u/t/a dated 10/24/77 and known as Trust No. 2728, Walter J. Lynwood as Trustee of the Dominic Accorsi Non-Marital Trust and the North West Housing Partnership entered a certain Annexation and Development Agreement (the "Annexation Agreement") concerning the senior housing development consisting of 200 dwelling units, known as "Bartlett Senior Living Campus", containing approximately 5.94 acres legally described on **Exhibit A** appended hereto (the "Subject Property"); and

WHEREAS, on or about April 15, 2003, the parties to the Annexation Agreement executed a first amendment thereto ("Amendment One"); and

WHEREAS, on or about April 15, 2003, the Village passed Ordinance 2003-44, which was the Ordinance that rezoned the Subject Property to the PD Planned Development District and granted a special use permit for a Planned Unit Development in accordance with a certain Planned Unit Development Plan (the "Original PUD Plan"), and approved of the original Site Plan for the Bartlett Senior Living Campus (the "Original Site Plan"); and

WHEREAS, on June 17, 2004, the Bartlett Plan Commission conducted a public hearing on a petition (Case #04-04) requesting (a) an amendment to Ordinance 2003-44, (b) approval of an Amended Planned Unit Development Plan, (c) approval of an amended

site plan, and (d) approval of a Preliminary/Final Plat of Subdivision for the Subject Property, and the Plan Commission has recommended approval thereof to the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities"), subject to the conditions and findings of fact outlined in their report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to amend Ordinance 2003-44 to modify the special use permit and approve of an Amended Planned Unit Development, an Amended Site Plan and a Preliminary/Final Plat of Subdivision for a multi-family senior housing Planned Unit Development in accordance with the Amended Planned Unit Development recommended for approval by the Plan Commission;

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

SECTION ONE: That the Corporate Authorities hereby make the following findings of fact pertaining to the special use permit for a senior housing Planned Unit Development to be developed in accordance with the Amended Planned Unit Development Plan (hereinafter defined) (the "Modified Planned Unit Development"):

1. The Subject Property is zoned PD, but is designated on the Village's Comprehensive Plan for Office uses. The proposed use as a multi-family senior housing Planned Unit Development is a good use for the Subject Property, providing continuity with the Township offices and new senior facility under construction to the south that provide services and programs for the senior residents of the community.
2. Multi-family uses may be permitted uses in the PD Planned Development District, but a Planned Unit Development is a special use in the PD District.
3. The Modified Planned Unit Development (Senior Housing Facility) as amended is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected.

4. The Modified Planned Unit Development will not substantially lessen or impede the suitability for adjacent permitted uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.
5. The Modified Planned Unit Development shall include impact donations in accordance with the Developers Donations outlined in Amendment One to the Annexation and Development Agreement for the Subject Property and paid at the time of application for building permits.
6. The Modified Planned Unit Development will provide adequate utilities, drainage and other necessary facilities, adequate parking and ingress and egress and be so designed as to minimize traffic congestion and hazards in the public streets.
7. The Modified Planned Unit Development has adequate site area, which area is greater than the minimum in the district in which the proposed site is located, and other buffering features including tree preservation areas and landscape screening to protect uses within the development and on surrounding properties.
8. There will be reasonable assurance that the development will be completed according to schedule and adequately maintained as provided in a Public Improvement Completion Agreement ("PICA") and a letter of credit or a performance bond and a labor and material payment bond as required under the Bartlett Subdivision and PUD Ordinance.
9. That all uses, as arranged, are likely to be compatible with each other use within the Modified Planned Unit Development.
10. The Modified Planned Unit Development is likely to be compatible with development permitted under the Bartlett Zoning Ordinance on substantially all land in the vicinity of the Planned Unit Development.

SECTION TWO: That the special use permit heretofore granted under Ordinance 2003-44 for a single building senior housing facility is hereby amended to approve of the Amended Planned Unit Development to be developed as two buildings, with one building containing 104 independent living units on Lot 2, and the other building containing 104 supportive living units to be developed on Lot 1, in accordance with the following plans, hereinafter collectively referred to as the "Amended Planned Unit

Development Plan": "Bartlett Senior Living Campus"/"Final PUD Plan" prepared by HKM Architects & Planners, Inc. ("HKM") dated February 13, 2004, last revised August 9, 2004 appended hereto as Exhibit B (the "Amended Site Plan"); Landscape Plan and Landscape Details prepared by HKM dated February 13, 2004, last revised August 9, 2004, consisting of 3 sheets, appended hereto as **Exhibits C, D1 and D2** (the "Revised Landscape Plans") (which are subject to further revision as approved by the Community Development Director); Elevations – Supportive Living Facility prepared by HKM dated February 13, 2004, last revised August 9, 2004, consisting of 2 sheets, appended hereto as **Exhibits E1 and E2** (the "SLF Elevations"); Supportive Living Lower Level Plan, Supportive Living First Floor Plan, and Supportive Living Second & Third Floor Plan prepared by HKM dated February 13, 2004, last revised August 9, 2004, appended hereto as **Exhibits F1 – F3** (the "SLF Floor Plans"); Elevations – Independent Living Facility prepared by HKM dated February 13, 2004, last revised August 9, 2004 appended hereto as **Exhibits G1 and G2** (the "ILF Elevations"), and Independent Living Facility Lower Level Plan, Independent Living First Floor Plan and Independent Living Second (&Third) Floor Plan prepared by HKM dated February 13, 2004, last revised August 9, 2004, appended hereto as **Exhibits H1 – H3** (the "ILF Floor Plans"), which includes the following Modifications: (a) a height modification to allow a 42 ft and 43 ft. mean building height; (b) a density allowance of 35.02 dwelling units per acre; and (c) a floor area ratio of 0.65; (d) a 1 ft. fence height modification variance to allow a 4 ft. high fence in the corner side yard; (e) a landscaping modification from Section 10-11A-4:D2c to delete the required berm along the west property line; and (f) minimum dwelling unit square footages of 376 sq.ft. for the supportive living units and 615 sq.ft. for the independent living units (collectively, the "Modifications"),

is hereby granted and approved for the Subject Property, subject to the conditions set forth in Section Five of this Ordinance.

SECTION THREE: The corporate authorities do hereby make the following findings of fact pertaining to the Amended Site Plan:

- (1) The multi-family independent senior housing use may be a permitted use in the PD, Planned Development District, but a Planned Unit Development is a special use in the Planned Development District, in which the Subject Property is located, and the corporate authorities have found that the standards therefor have been met.
- (2) The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage are compatible with adjacent land uses.

- (3) The vehicular and pedestrian ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of people and traffic not only within the site but on adjacent roadways as well.
- (4) The Amended Site Plan provides for the safe movement of pedestrians within the site.
- (5) There is a sufficient mixture of grass, trees and shrubs proposed around the perimeter of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public.
- (6) The landscape improvements proposed are in compliance with the "Landscape Requirements" set forth in Chapter 10-11A of the Zoning Ordinance.
- (7) All outdoor storage areas are shown to be screened in accordance with the standards set forth in the Bartlett Zoning Ordinance.

SECTION FOUR: That the Amended Site Plan prepared by HKM Architects and Planners Inc., entitled "Bartlett Senior Living Campus-Final PUD Plan" dated February 13, 2004, and last revised August 9, 2004 (the "Amended Site Plan"), attached hereto as Exhibit B, is hereby approved, subject to the conditions set forth in Section Five of this Ordinance.

SECTION FIVE: That the preliminary/final plat of subdivision entitled "Preliminary/Final Plat of Subdivision of Bartlett Senior Living Campus" prepared by Cowey Gudmundson Leder, Ltd. dated June 18, 2003, last revised August 9, 2004 (the "Final Plat") is hereby approved, subject to the following conditions, and the special use permit for the Amended Planned Unit Development (Senior Housing Facility) granted in Section Two of this Ordinance, and the approval of the Amended Site Plan granted in Section Four of this Ordinance, are subject to the following conditions:

1. Approval of the final engineering plans by the Village Engineer.

2. Approval of the Traffic Analysis by the Village's Traffic Engineer.
3. Staff approval of the final landscape plan (all plant materials shall meet the minimum size requirements set forth in the Bartlett Landscape Ordinance).
4. Staff approval of the Lighting Plan.
5. Village Attorney approval of the Reciprocal Easement Agreement.
6. Village Attorney approval of cross access and utility agreement between NWHP, the Partnership and Hanover Township.
7. Provision of easements over portions of the Property for utilities, drainage, and cross access as approved by the Village Engineer and the Village Attorney.
8. Covenants in recordable form approved by the Village Attorney to ensure that the Property will be used exclusively and permanently for senior housing, and the facility when built shall be operated for occupancy of persons 55 years of age or older, and at least 80% of the occupied units shall be occupied by at least one person 55 years of age or older per unit to qualify for exemption under the Fair Housing Amendments Act of 1988, as amended, and the regulations promulgated thereunder.
9. Delivery and trash pick up shall be limited to the hours of 9:00 a.m. and 5:00 p.m.
10. Garbage shall be picked up Monday through Saturday, a maximum of three (3) times per week.
11. Approval of the proposed access points on West Bartlett Road depicted on the Amended Site Plan by the Cook County Highway Department.
12. A tree protection fence shall be installed along the west perimeter of the Property prior to tree removal or any grading on the Property (its location to be approved by Community Development and Village Arborist).
13. No direct access to Route 59.
14. In the event the landscaping cannot be installed at the time of construction, a landscape bond in form approved by the Village Attorney and in such amount as approved by the Building Director, shall be submitted to the Building Department prior to the issuance of a building permit.
15. Payment of the Developer Donations in accordance with paragraph 6 of Amendment One to the Annexation and Redevelopment Agreement whereby

the Village has agreed to waive a portion of the fees due under the Bartlett Donation Ordinance. The Developer will not be required to make a cash or cash in lieu of land contribution for half of the Village fees, or any of the Police and School Contributions or the Municipal Building Fund. The Developer shall be required to make a cash donation to the Bartlett Park District, a portion of which will be used to improve the land to the south of the Property owned by Hanover Township. Such improvements will be a park designed for use by seniors. Fees to be waived and fees to be paid are as defined in Exhibit J attached hereto.

16. Compliance with or satisfaction of all of the terms and conditions of the Annexation and Redevelopment Agreement dated May 7, 2002, as amended by Amendment One thereto dated April 15, 2003, and as further amended by Amendment Two dated August 17, 2004, collectively, the "Amended Annexation Agreement".
17. Minor deviations and/or non-material changes, as defined in the Bartlett Zoning Ordinance and/or Bartlett Subdivision and PUD Ordinance, from or to the plans, or any of them, which comprises the Amended Planned Unit Development Plan, may be made by the Director of Community Development without the need for a further amendment to the Amended Annexation Agreement or public hearing on such minor modification(s) and/or non-material change(s).

SECTION SIX: The violation of any of the conditions set forth in Section Five of this Ordinance shall be cause for the revocation of the special use permit and Site Plan approval herein granted, and the approvals heretofore granted under Ordinance 2003-44.

SECTION SEVEN: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

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

SECTION NINE: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES: Trustee Airdo, Arends, Floyd, Kavouris and Nolan

NAYS: None

ABSENT: Trustee Bormann

PASSED: this 17th day of August, 2004

APPROVED: this 17th day of August, 2004


Catherine J. Melchert, Village President

ATTEST:


Linda Gallien, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2004 – 115, enacted on August 17, 2004, and approved on August 17, 2004, as the same appears from the official records of the Village of Bartlett.

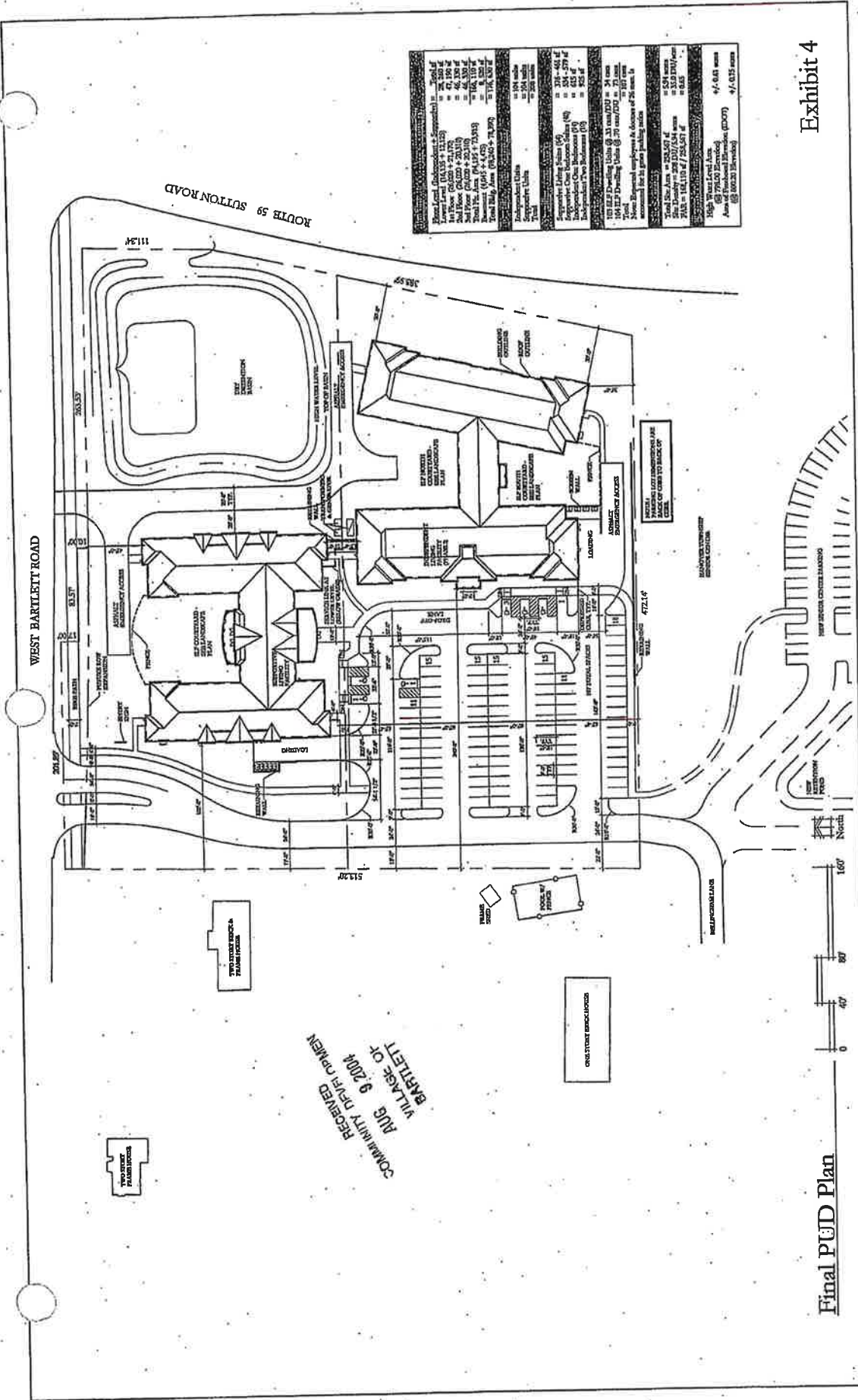

Linda Gallien, Village Clerk

EXHIBIT A

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTEAST QUARTER OF SECTION 33. TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN:

THAT PART OF THE SOUTH HALF OF THE SOUTEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN CHEVIOT HILLS AS RECORDED DECEMBER 14, 1966 AS DOCUMENT NUMBER 20022408; THENCE NORTH 88 DEGREES, 47 MINUTES, 11 SECONDS EAST, ALONG A LINE THAT IS 33.00 FEET SOUTH OF AND PARALEL WITH THE NORTH LINE OF SAID SOUTEAST QUARTER, SAID LINE BEING THE SOUTH RIGHT OF WAY OF WEST BARTLETT ROAD, FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY OF WEST BARTLETT ROAD AS DESCRIBED IN THE FOLLOWING FIVE COURSES; (1) THENCE NORTH 88 DEGREES, 47 MINUTES, 11 SECONDS EAST, FOR A DISTANCE OF 200.12 FEET; (2) THENCE SOUTH 01 DEGREES, 12 MINUTES, 49 SECONDS EAST, FOR A DISTANCE OF 17.00 FEET; (3) THENCE NORTH 88 DEGREES, 47 MINUTES, 11 SECONDS EAST, FOR A DISTANCE OF 85.45 FEET; (4) THENCE SOUTH 01 DEGREES, 12 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 10.00 FEET; THENCE (5) NORTH 88 DEGREES, 47 MINUTES, 11 SECONDS EAST, FOR A DISTANCE OF 263.53 FEET TO THE WEST RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NUMBER 59; THENCE SOUTH 00 DEGREES, 34 MINUTES, 42 SECONDS WEST, ALONG THE WESTERLY RIGHT OF WAY OF SAID ROUTE 59, 111.34 FEET; THENCE SOUTH 11 DEGREES, 20 MINUTES, 05 SECONDS WEST, ALONG SAID RIGHT OF WAY, 383.99 FEET; THENCE SOUTH 88 DEGREES, 47 MINUTES, 11 SECONDS WEST, ALONG A LINE THAT IS PARALLEL WITH THE NORTH LINE OF SAID SOUTEAST QUARTER, FOR A DISTANCE OF 472.14 FEET TO A POINT ON THE EAST LINE OF LOT 3 THAT IS 29.58 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 3 IN SAID CHEVIOT HILLS SUBDIVISION; THENCE NORTH 00 DEGREES, 05 MINUTES, 27 SECONDS WEST, ALONG THE EAST LINE AND THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 3, 513.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.94 ACRES, MORE OR LESS, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 06-33-400-004 AND 06-33-401-004

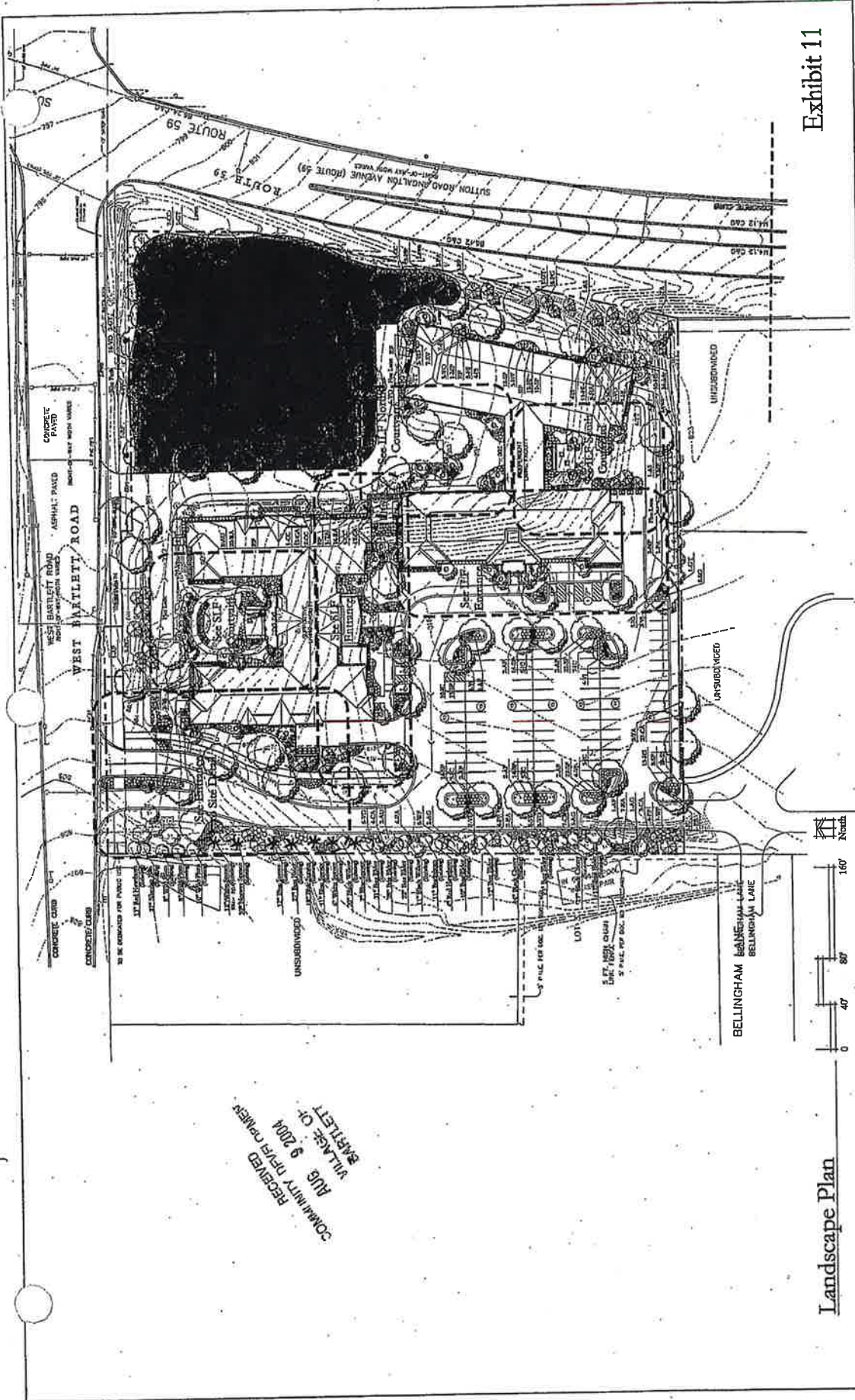


<p>100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03)</p>	<p>100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03) 100% Final PUD Plan (10/13/03 & 11/13/03)</p>
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Exhibit 4

HKM ARCHITECTS + PLANNERS, INC.
 1500 W. WASHINGTON AVENUE, SUITE 100, CHICAGO, IL 60607
 (773) 251-1234
 www.hkmarch.com

Bartlett Senior Living Campus
 6-1658 Rev. 03/04 Rev. 04/04
 Job No. 000114



Landscape Plan

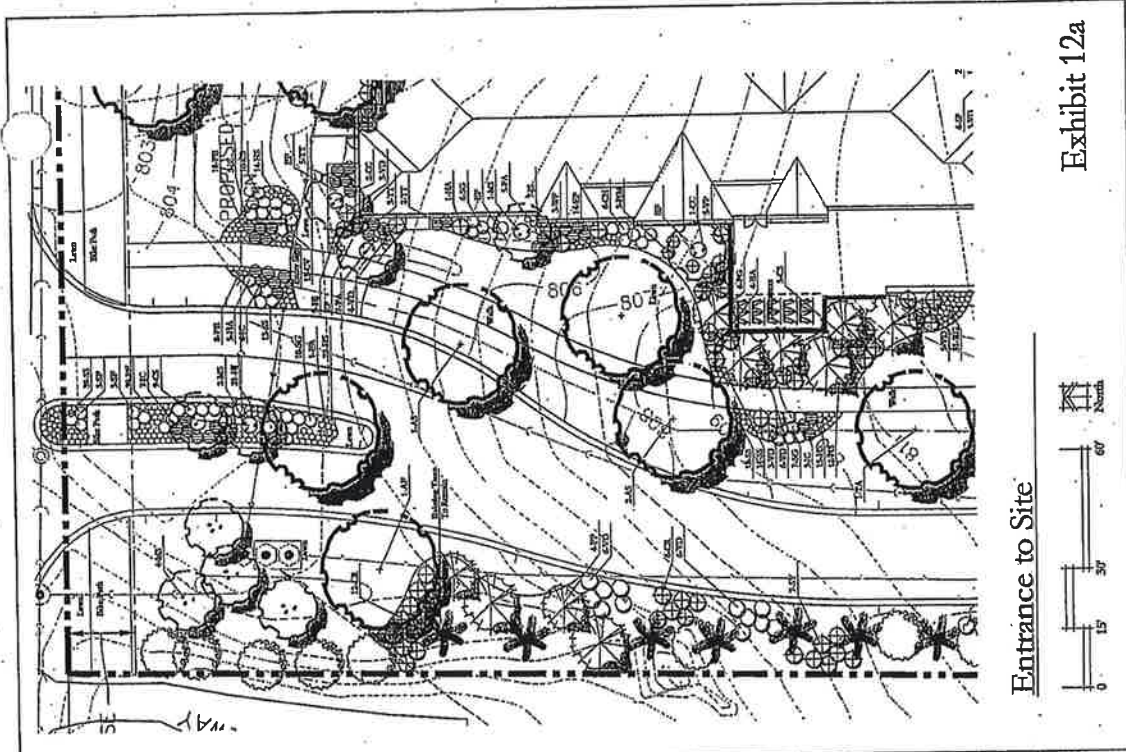
0 40 80 160
North

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COMMUNITY CARE CENTER
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HKM ARCHITECTS + PLANNERS, INC.
 6800 WILSON AVENUE SUITE 1000 BOSTON, MA 02118
 TEL: 617.552.8800 FAX: 617.552.8801
 WWW.HKMARCHITECTS.COM

Bartlett Senior Living Campus
 -PROJECT NO. 03-04-01 Rev. 04-04
 Job No. 0000114

Exhibit 11



Entrance to Site

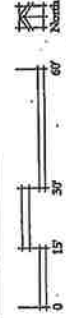
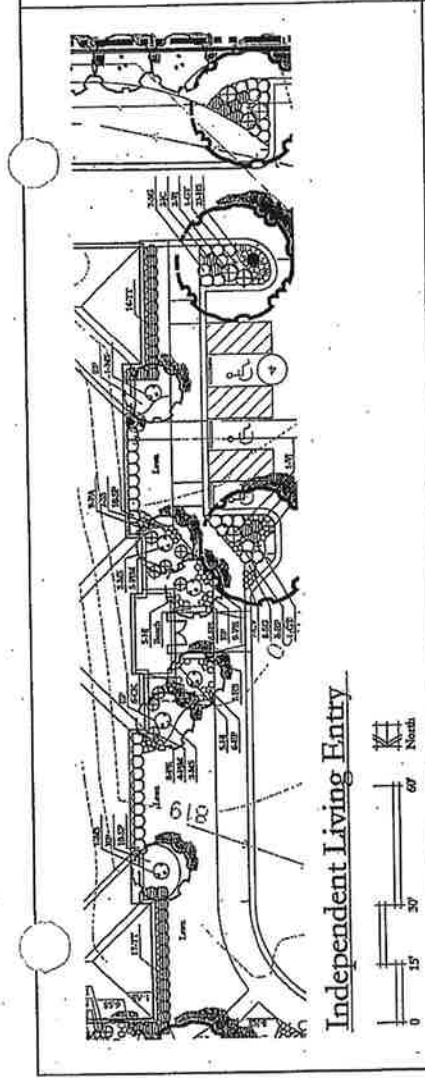
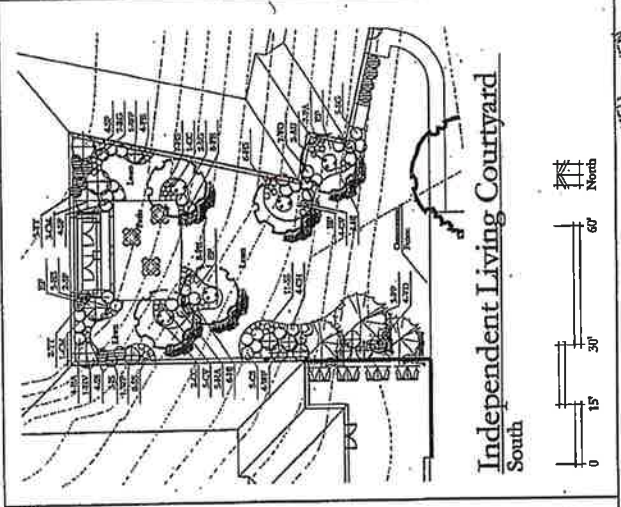


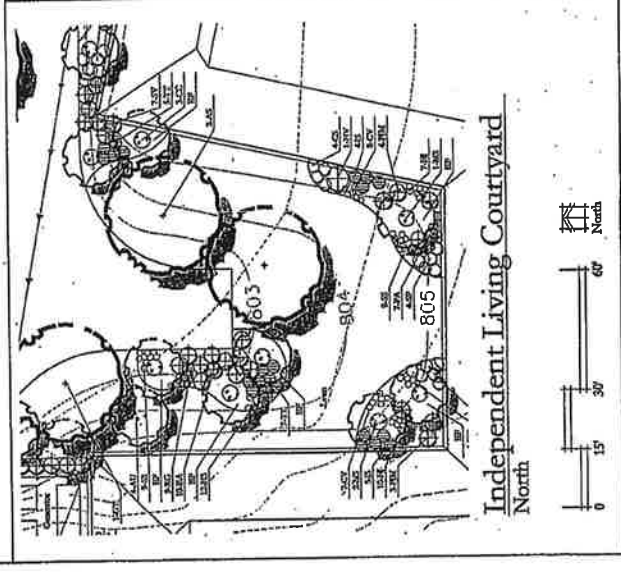
Exhibit 12a



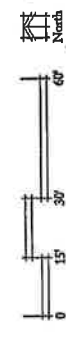
Independent Living Entry



Independent Living Courtyard South



Independent Living Courtyard North



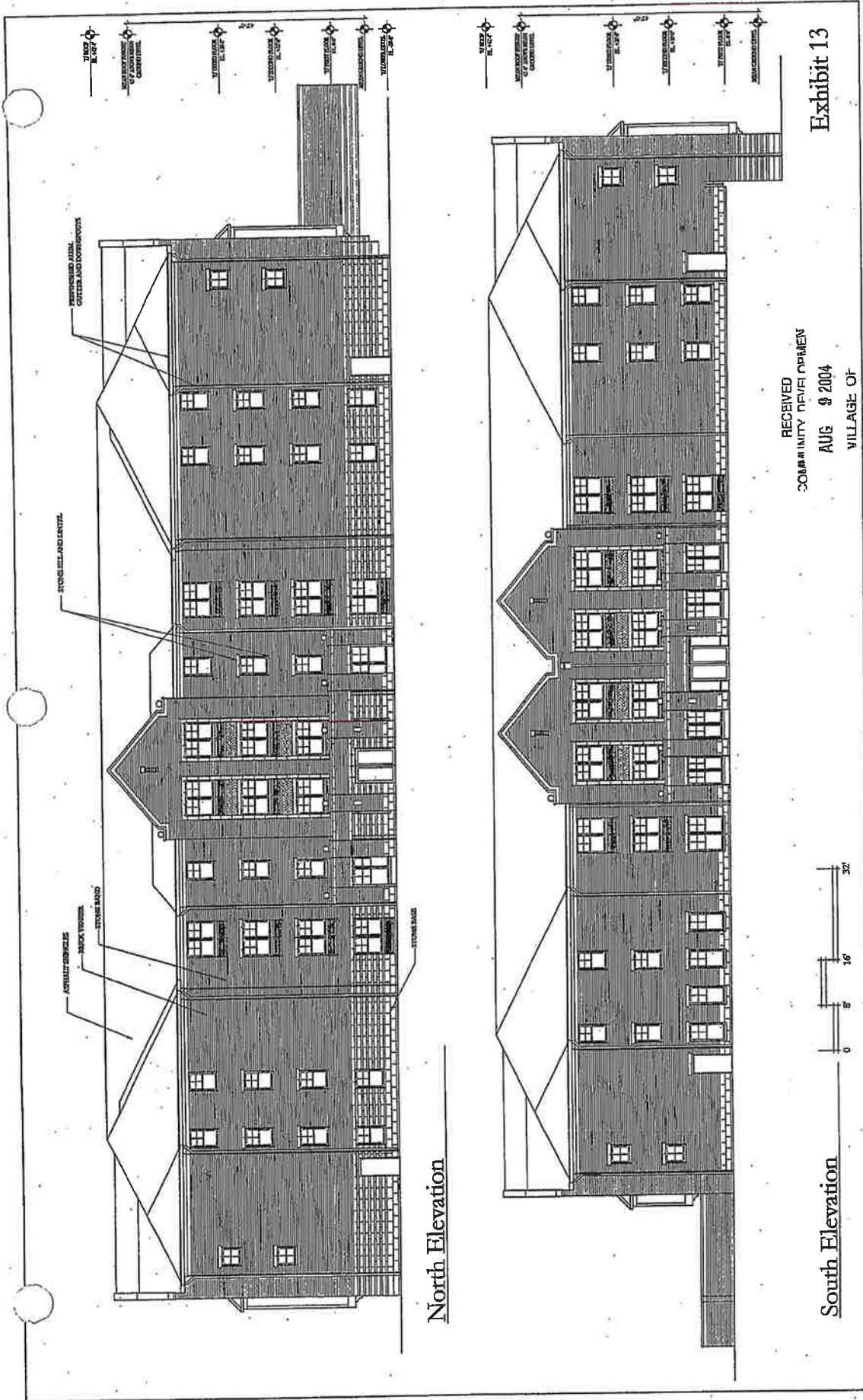
Landscape Details

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4-10-04 Rev. 04-04-04 Rev. 04-04
JOB NO. 0200114

Bartlett Senior Living Campus

HKM ARCHITECTS + PLANNERS, INC.
8 BROADWAY AVENUE ALPHARETTA, GEORGIA 30004



North Elevation

South Elevation

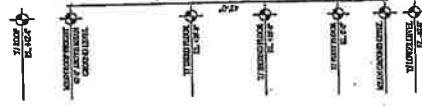
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 COMMUNITY DEVELOPMENT
 AUG 9 2004
 VILLAGE OF
 BARTLETT

Exhibit 13

Bartlett Senior Living Campus -10.00 Rev. 6/23/04 Ref. 69-04 Job No. 000114

HKM ARCHITECTS + PLANNERS, INC. 8 SOUTH WAL AVENUE WILMINGTON, MASSACHUSETTS 01890 508-853-0001

Elevations - Supportive Living Facility



East Elevation



West Elevation



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Exhibit 13a

Bartlett Senior Living Campus

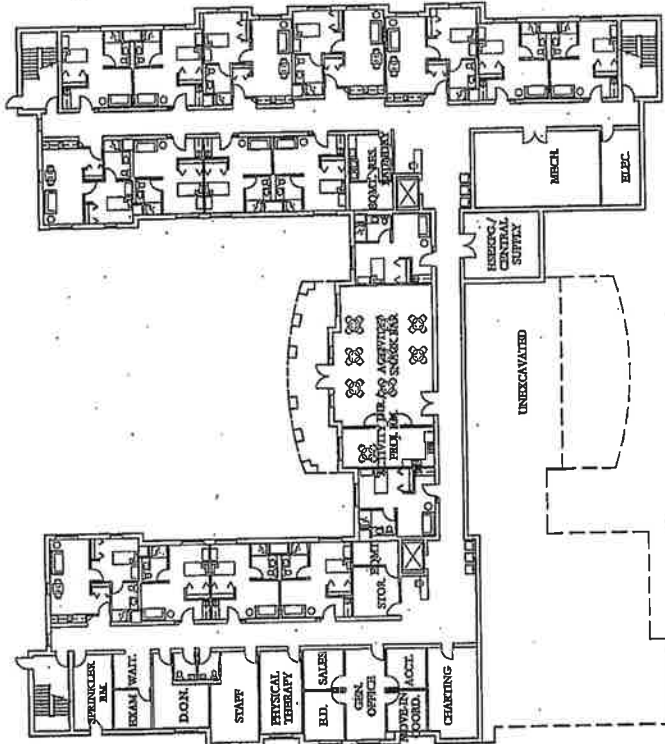
Elevations - Supportive Living Facility

HKM ARCHITECTS + PLANNERS, INC.
 1500 W. WASHINGTON AVENUE SUITE 1000
 CHICAGO, ILLINOIS 60604

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 Job No. 020114

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Exhibit 5



Level	Level Summary	Building Summary
Lower Level	14,000 sq. ft. 15 rooms 1000 sq. ft. of storage Total Supportive Units: 15	64 units Living Units One Bedroom Units Total Supportive Units: 150

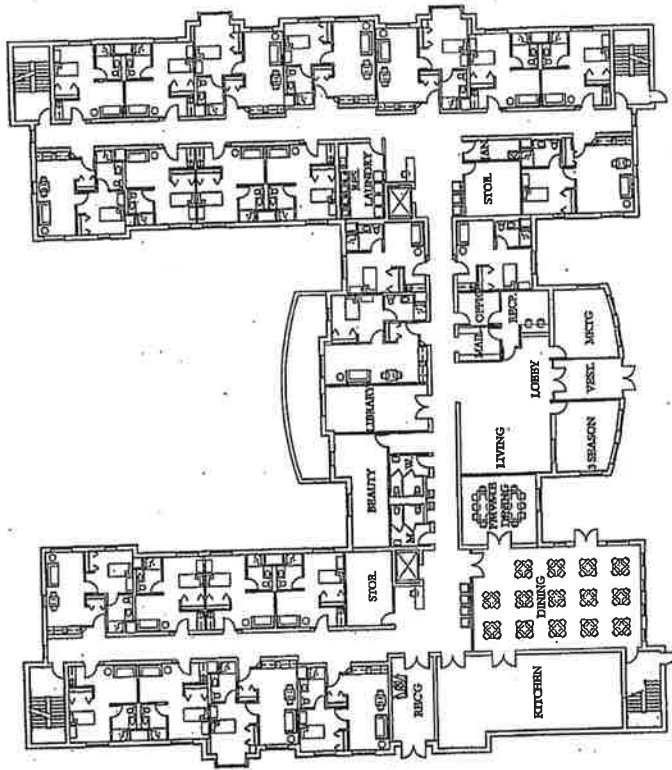


Supportive Living Facility
 Lower Level Plan

Bartlett Senior Living Campus
 HKM ARCHITECTS + PLANNERS, INC.
 800 WEST WASHINGTON AVENUE, SUITE 1000, CHICAGO, ILLINOIS 60605-4004
 Job No. 020418
 8-16-04 Rev. 02-04 Rev. 03-04

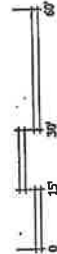
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 COMMUNITY DEVELOPMENT
 AUG 8 2004
 VILLAGE OF
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Exhibit 6



First Floor Summary

Living Units	14 Units
Common Areas	3 Units
Food Preparation Area	1 Unit

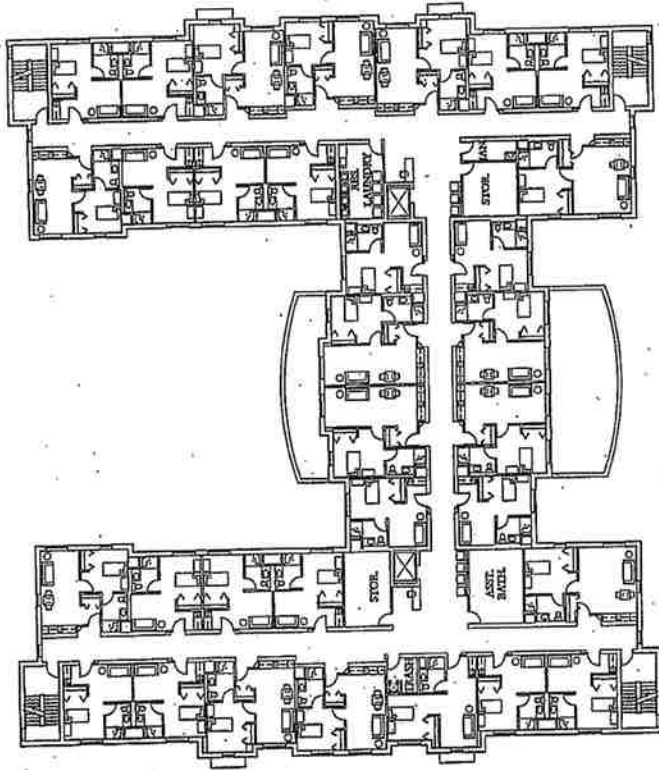


Supportive Living Facility
 First Floor Plan

HKM ARCHITECTS + PLANNERS, INC.
 8300 WILSON AVENUE, MANASSAS HEIGHTS, ALABAMA 35005 ©2004

0-00001 Rev. 04/04 Rev. 04/04
 Job No. 000115

Bartlett Senior Living Campus



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 VILLAGE OF
 BARTLETT

Supportive Living Facility
 Second Floor Plan
 (Third Floor Plan similar)

Second & Third Floor Summary

Living Units	18 units
Common Units	11 units
Total Supportive Units (i.e. A2)	29 units

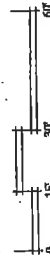
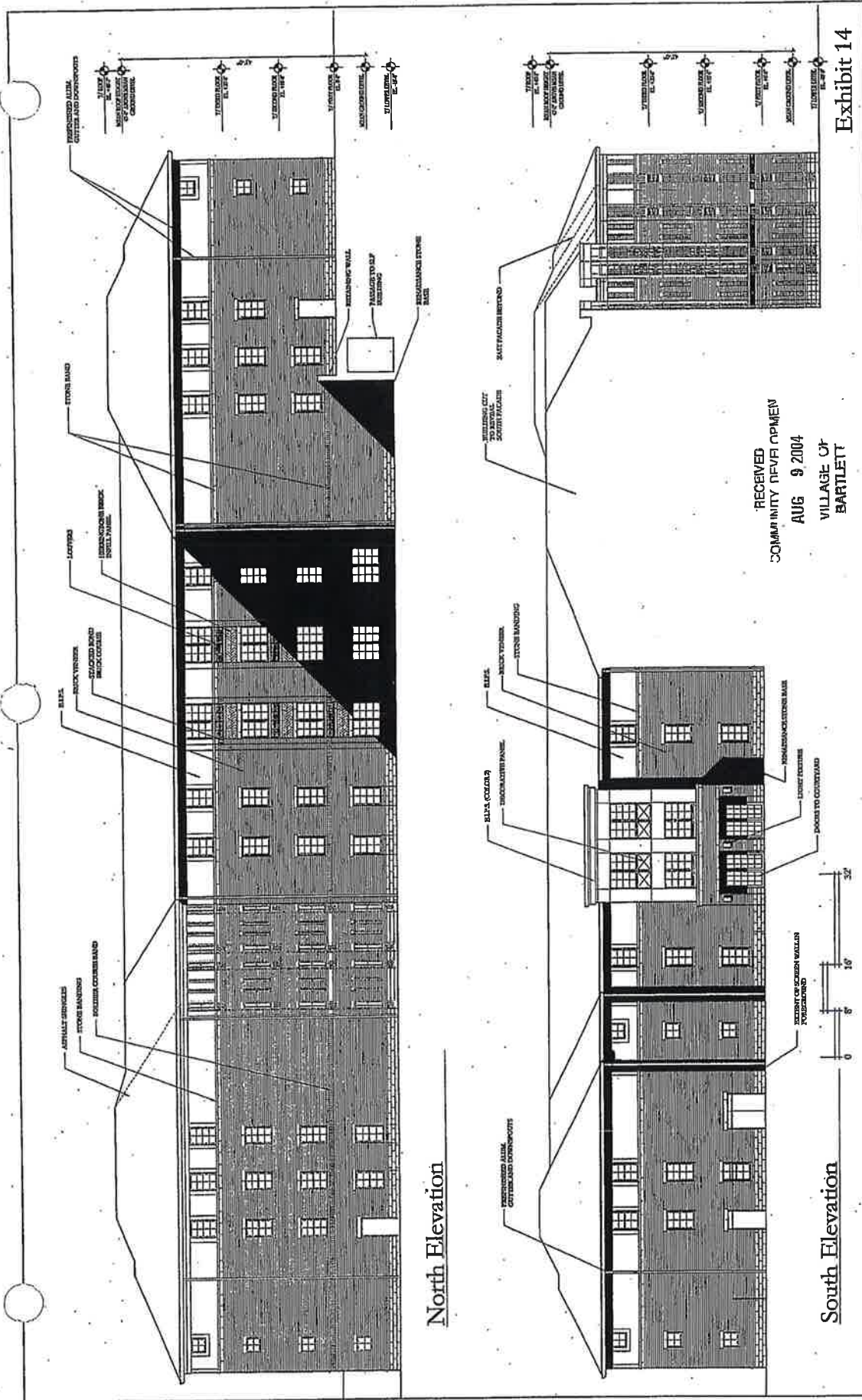


Exhibit 7

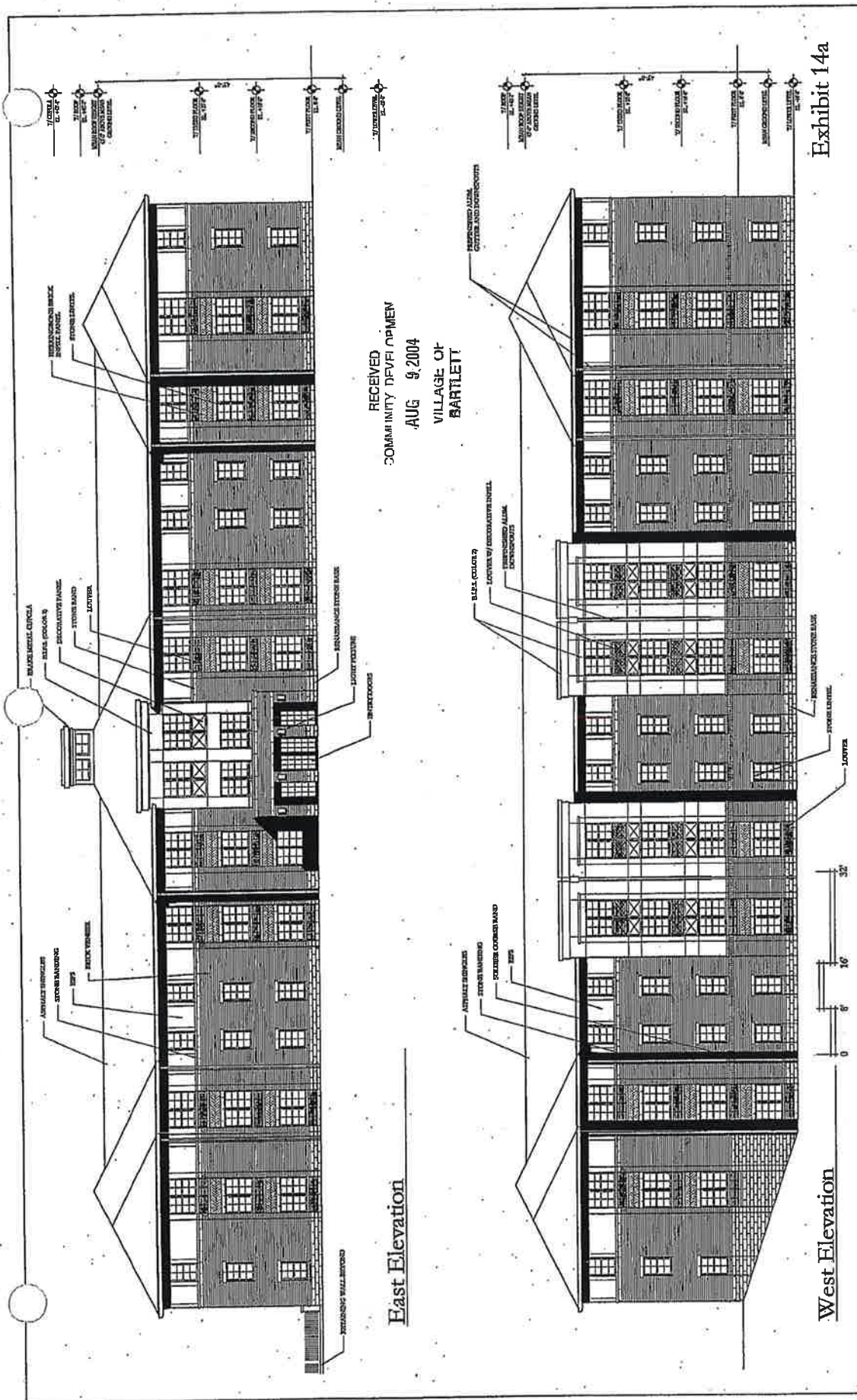
HKM ARCHITECTS + PLANNERS, INC.
 6 SOUTH WALTON AVENUE ARLINGTON HEIGHTS, ILLINOIS 60005-0004
 -2-18-04-Rev. 2-0-04 Rev. 03-04
 Job No. 000416
Bartlett Senior Living Campus



Bartlett Senior Living Campus **Elevations - Independent Living Facility** **HKM ARCHITECTS + PLANNERS, INC.**

518-848-1111 1000 N. 10th St. 53082 WISCONSIN

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East Elevation

West Elevation

Exhibit 14a

Bartlett Senior Living Campus

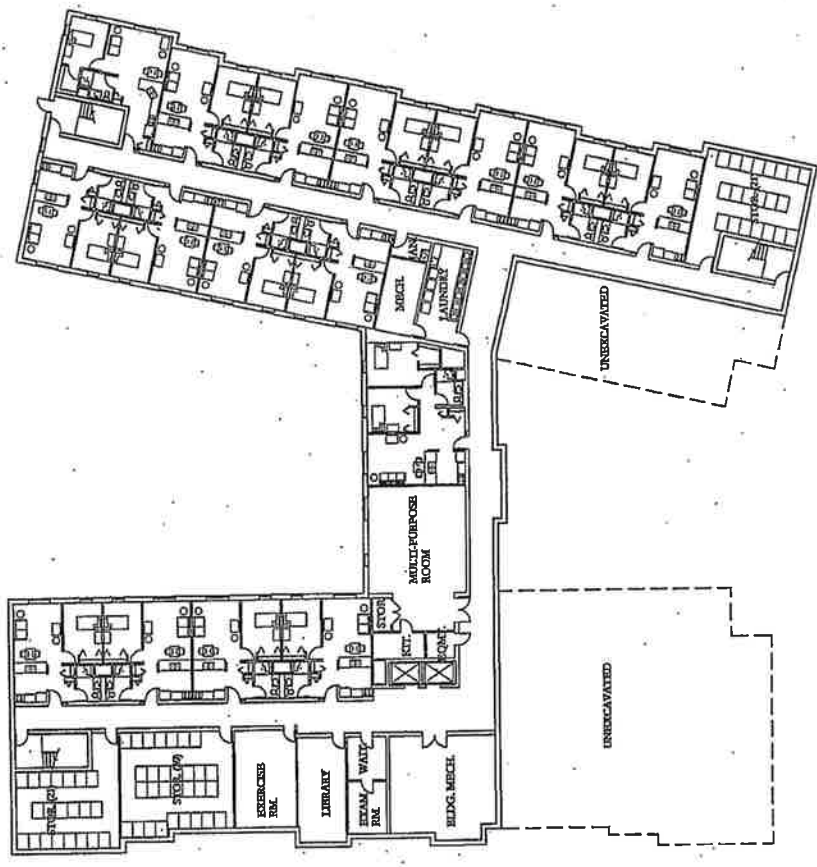
8-13-04 Rev. 0504 Rev. 4-04
Job No. 00414

Elevations - Independent Living Facility

HKM ARCHITECTS + PLANNERS, INC.
6 SOUTH WAL AVENUE ARLINGTON HEIGHTS, ILLINOIS 60005 COOK

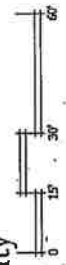
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 COMMUNITY DEVELOPMENT
 AUG 9 2004
 VILLAGE OF
 BARTLETT

Exhibit 8



Independent Living Facility
 Lower Level Plan

Lower Level Summary		Building Summary	
Number of Units	110	Number of Units	110
Number of Beds	110	Number of Beds	110
Total Independent Beds	110	Total Independent Beds	110

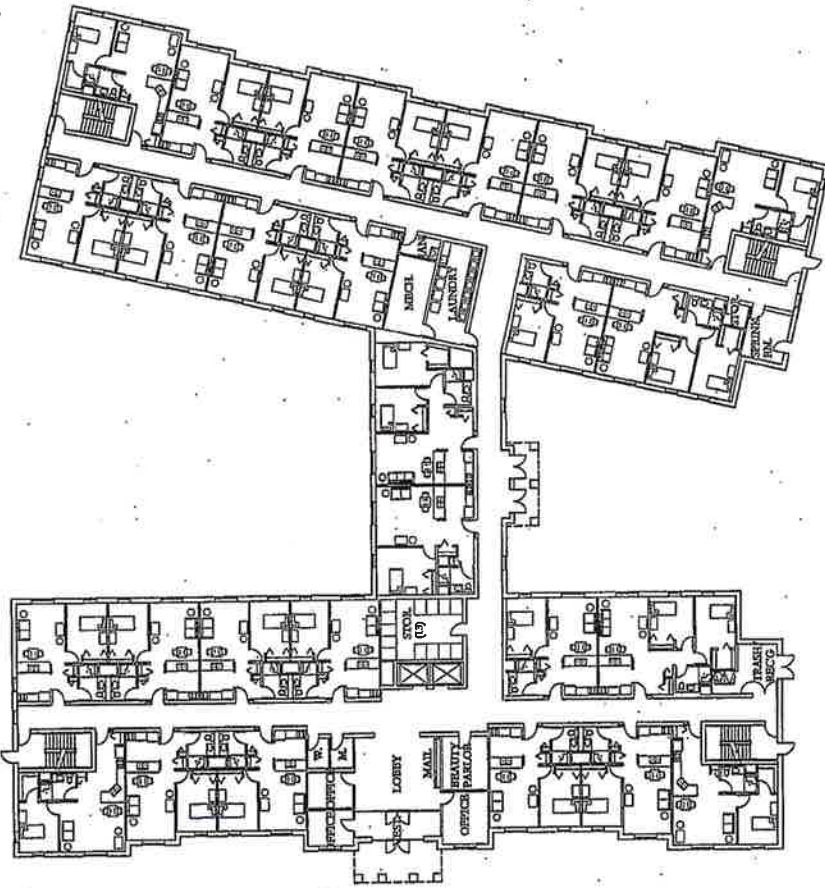


Bartlett Senior Living Campus
 -S-1044-Rev. 5-04-04 Rev. 8-04
 Job No. 00001

HKM ARCHITECTS + PLANNERS, INC.
 1500 W. WASHINGTON AVENUE
 SUITE 1000
 CHICAGO, ILLINOIS 60601

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VILLAGE OF
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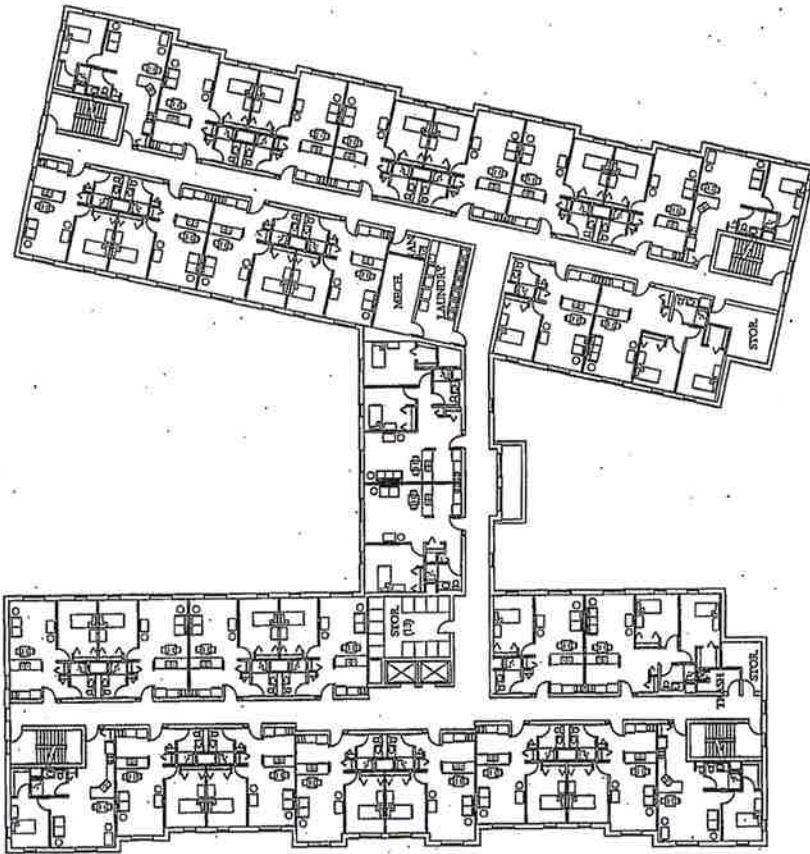
Exhibit 9



Independent Living Facility
First Floor Plan

First Floor Summary	
One Release Unit	102 Units
Two Release Units	6 Units
Two Independent Units	2 Units





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 VILLAGE OF
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Exhibit 10

Independent Living Facility
 Second Floor Plan
 (Third Floor Plan similar)

Second & Third Floor Summary
 One Bedroom Units 27 units
 Two Bedroom Units 3 units
 Total Independent Living Units 30 units



60'

30'

15'

0'

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 Job No. 00011

Bartlett Senior Living Campus

HKM ARCHITECTS + PLANNERS, INC.
 6 SOUTHVALE AVENUE, SUITE 100, BARTLETT, IL 60010

DONATION PAYMENT SCHEDULE

EXHIBIT J

Bartlett Senior Living Campus Fees			
	Current Required Donations	Current Proposed Donations	Previous Approved Donations
Donation Ordinance			
Village	155,226.30	77,613.15	58,255.48
Police	64,819.82	0.00	0.00
Fire	35,377.28	35,377.28	30,340.06
Park	378,257.92	378,257.92	157,859.04
Library	24,653.50	24,653.50	17,643.96
School Land	9,938.70	0.00	0.00
School Cash	5,310.20	0.00	0.00
Other Fees			
Engineering	15,300.00	15,300.00	15,300.00
Legal	2,500.00	2,500.00	2,500.00
Municipal Bldg. Donation	20,160.00	0.00	0.00
Permit Fees	59,963.50	0.00	0.00
Water Connection	33,622.00	33,622.00	23,819.00
Sewer Connection	15,129.90	15,129.90	11,910.00
Total	820,259.12	582,453.75	317,627.54

**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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JAN 30 2018

**VILLAGE OF
BARTLETT**

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 NWHF 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

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 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

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

RECEIVED
COMMUNITY DEVELOPMENT

JAN 30 2018

VILLAGE OF

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 $\frac{1}{4}$ 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: 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

COMMUNITY DEVELOPMENT MEMORANDUM

18-23

DATE: February 26, 2018
TO: The Chairman and Members of the Plan Commission
FROM: Tyler Isham, CD/PW Management Analyst 
RE: **(#18-03) Public Works Complex Lake Michigan Water Receiving Station & Storage Tanks**

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

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

*Unincorporated DuPage County – Single Family Residence

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 Special Use Permits 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 another 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 in the distribution and storage of Lake Michigan 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.
5. The Village currently purchases 60% of its water through Elgin as well as utilizing local Village wells. The current contract to purchase water through Elgin ends on April 30, 2019.
6. 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.
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 **approval** of the Second Site Plan Amendment and Special Use Permits subject to the conditions and Findings of Fact outlined below:
 - a. Village Engineer approval of the Final Engineering Plans;
 - b. Landscaping shall be planted and maintained as shown on the Site Plan;
 - c. Landscaping must be installed within one year of the issuance of a building permit;
 - d. Building permits shall be required for all construction activities;
 - e. Obtain all required EPA permits;
 - f. Findings of Fact (Site Plan Amendment):
 - i. That the proposed Storage Tanks, Pump Station and Metering Facility are Special Uses in the P-1 District;
 - ii. That the proposed Storage Tanks, Pumping Station and Metering Facility are compatible with adjacent land uses;
 - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
 - iv. That the Site Plan provides for the safe movement of pedestrians within the site;

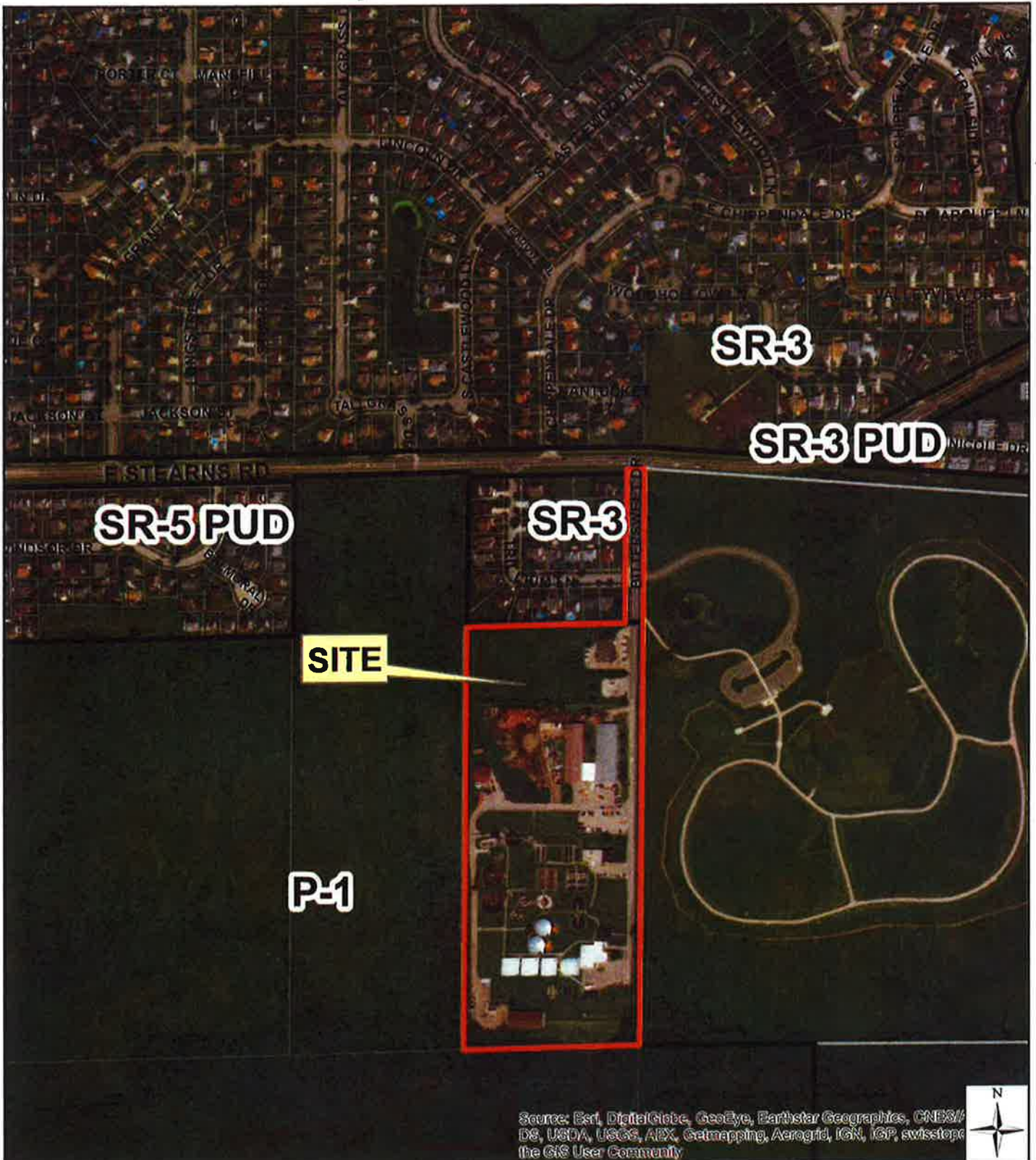
- v. That there is a sufficient mixture of grass, trees and shrubs with the interior and perimeter (including public right-of-way) of the site so that the proposed facilities will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (all landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)
- g. Findings of Fact (Special Uses – two 1.5 MG Potable Water Ground Storage Tanks, a Lake Michigan Water Receiving Station “Pumping Station” and Metering Facility)
 - i. The proposed Storage Tanks, Pumping Station and Metering Facility are desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
 - ii. That the proposed Storage Tanks, Pumping Station and Metering Facility will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
 - iii. That the special uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

2. Background information is attached for your review.

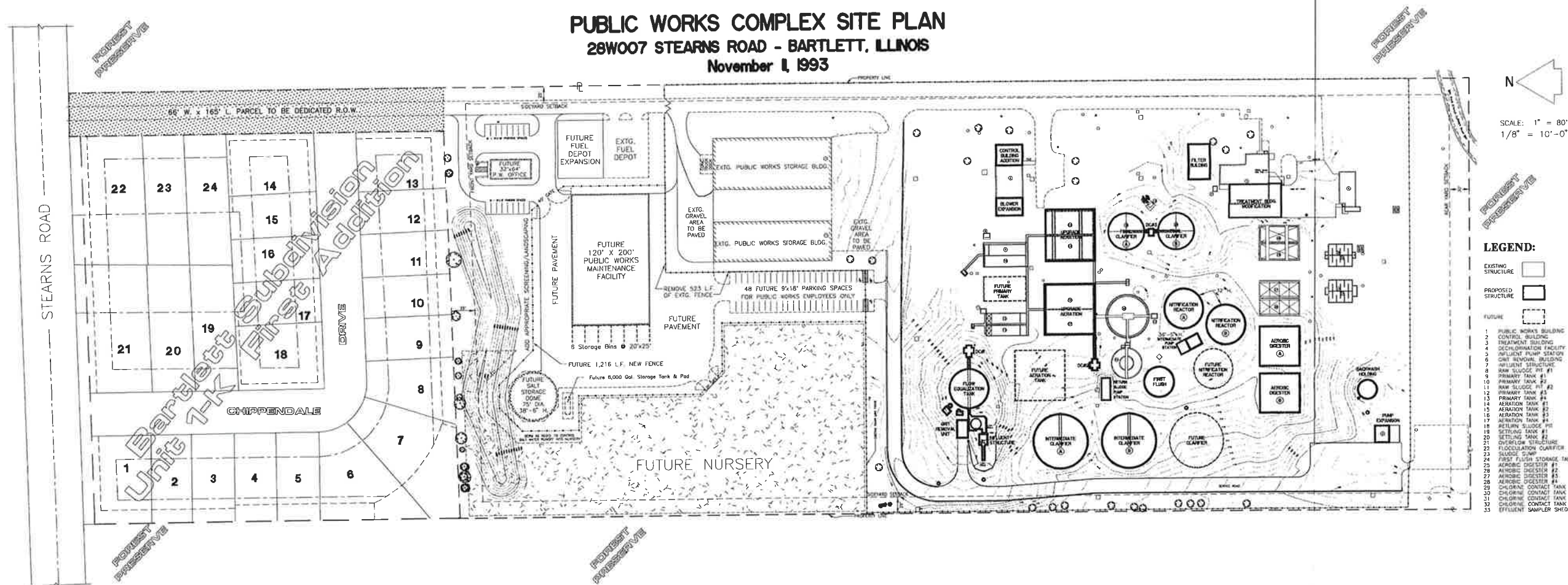
ZONING/LOCATION MAP

Public Works Complex Lake Michigan Water Receiving Station & Storage Tanks

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



PUBLIC WORKS COMPLEX SITE PLAN
28W007 STEARNS ROAD - BARTLETT, ILLINOIS
 November 1, 1993



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

LEGEND:

- EXISTING STRUCTURE [Symbol]
 - PROPOSED STRUCTURE [Symbol]
 - FUTURE [Symbol]
- 1 PUBLIC WORKS BUILDING
 - 2 CONTROL BUILDING
 - 3 TREATMENT BUILDING
 - 4 DECHLORINATION FACILITY
 - 5 INFLUENT PUMP STATION
 - 6 SWFT REMODEL BUILDING
 - 7 INFLUENT STRUCTURE
 - 8 RAW SLOUDGE PIT #1
 - 9 PRIMARY TANK #1
 - 10 PRIMARY TANK #2
 - 11 RAW SLOUDGE PIT #2
 - 12 PRIMARY TANK #3
 - 13 PRIMARY TANK #4
 - 14 AERATION TANK #1
 - 15 AERATION TANK #2
 - 16 AERATION TANK #3
 - 17 AERATION TANK #4
 - 18 RETURN SLOUDGE PIT
 - 19 SETTLING TANK #1
 - 20 SETTLING TANK #2
 - 21 OVERFLOW STRUCTURE
 - 22 FLOCCULATION CLARIFIER
 - 23 SLOUDGE PUMP
 - 24 FIRST FLUSH STORAGE TANK
 - 25 AEROBIC DIGGER #1
 - 26 AEROBIC DIGGER #2
 - 27 AEROBIC DIGGER #3
 - 28 AEROBIC DIGGER #4
 - 29 CHLORINE CONTACT TANK #1
 - 30 CHLORINE CONTACT TANK #2
 - 31 CHLORINE CONTACT TANK #3
 - 32 CHLORINE CONTACT TANK #4
 - 33 EFFLUENT SAMPLER SHED

Bartlett Subdivision
 Unit 7-K First Addition

F:\CAD\DATA\DWG\2188\ST1E\WTP Mon Feb 21 11:32:59 1994 Plotted by USIO at PAVIA-MARTING & CO.
 HP DesignPlot, doc: HP-GL2Z ADL 4 2 v1.1 by resatell-Preceder

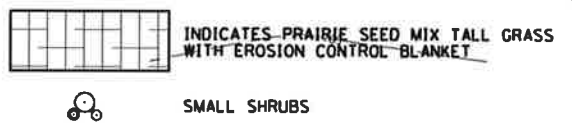
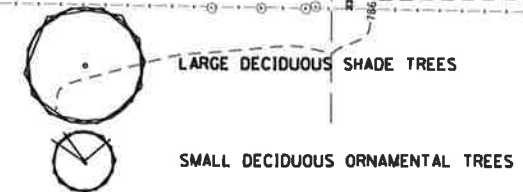
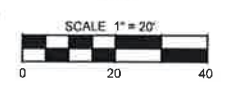
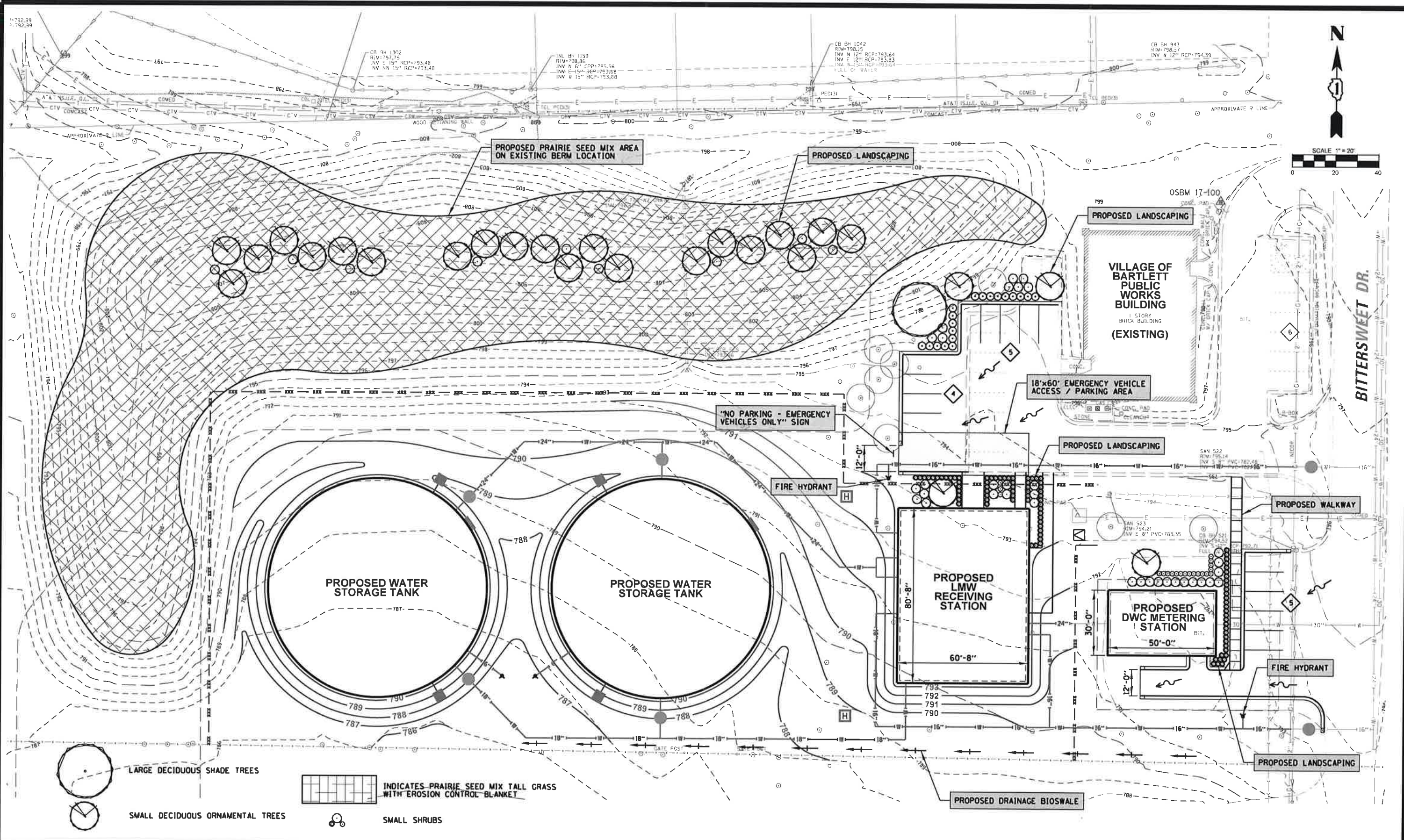
REVISIONS				FIELD BOOK INFORMATION			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	BOOK NO.	BOOK NAME

PLOTTED BY: _____ DATE: _____ CHECKED BY: _____ DATE: _____ DRAWN BY: _____ DATE: _____ CHECKED BY: _____ DATE: _____ APPROVED BY: _____ DATE: _____
--

PAVIA-MARTING & CO.
 910 WEST LAKE STREET
 ROSELLE, IL 60172-3352
 (708) 529-8000 FAX (708) 894-4910

TITLE: **Public Works Complex Site Plan**
 28W007 Stearns Road - Bartlett, IL

SCALE: 1" = 80'
 DATE: 12/29/93
 JOB NO: 2188
 SHEET: 1 OF 1



CB **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
 Bartlett, IL 60103
 (630) 837-0800

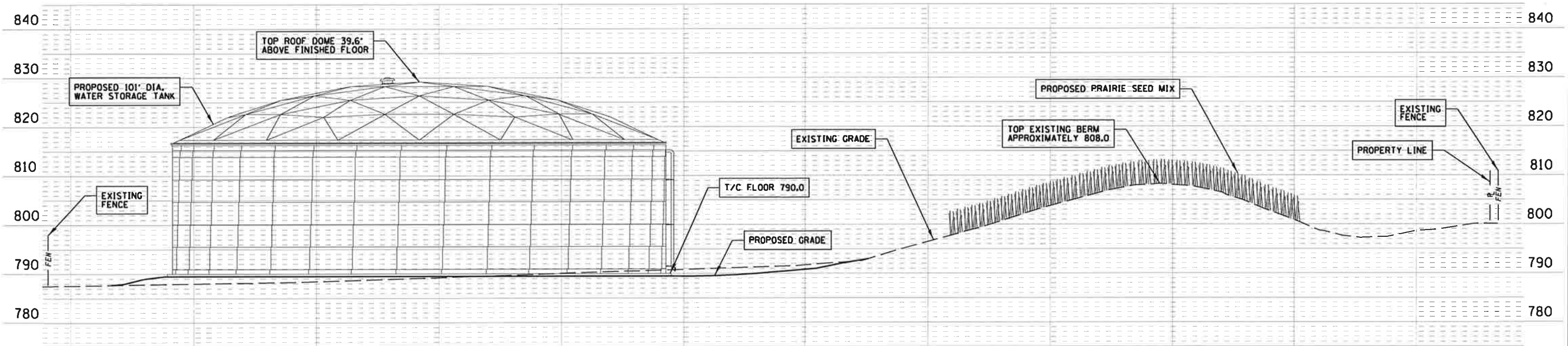
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL

TITLE:
**LAKE MICHIGAN WATER RECEIVING FACILITIES
 PHASE I - LAKE MICHIGAN WATER RECEIVING STATION**

DESIGN: MEE
 DRAWN: KWB
 CHECKED: MEE
 SCALE: 40'
 PLOT DATE: 2/28/2018
 CAD USER: kbaldwin
 CHKD. MODEL: Default

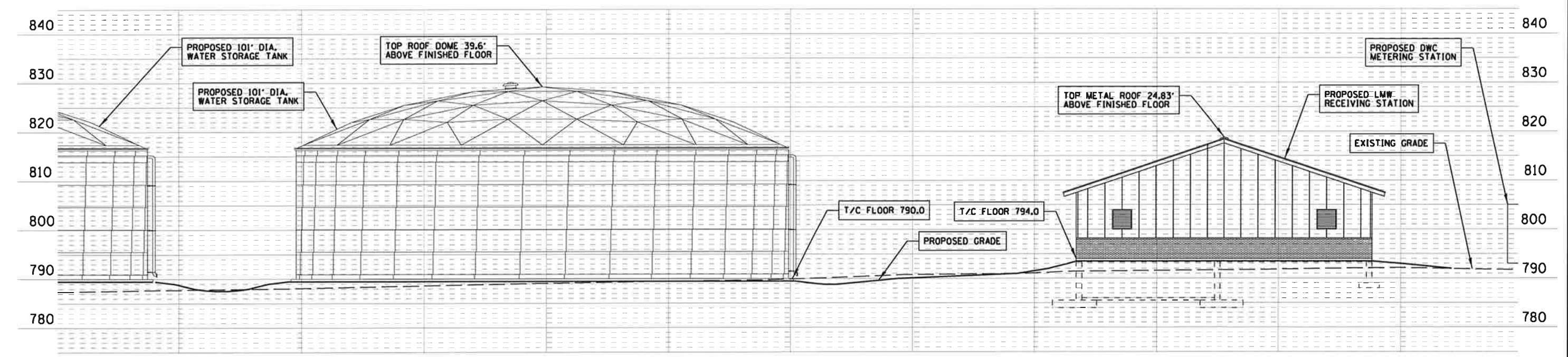
PROPOSED SITE PLAN

PROJ. NO. 17-0111
 DATE: 2/28/2018
 SHEET OF
 DRAWING NO.



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

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
Bartlett, IL 60103
(630) 837-0800

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	DISPL.	MEE
FILE NAME	H:\Bartlett\1708\Work\PRF_1708_01.SHT					

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

