AGENDA
President and Board of Trustees
Village of Arlington Heights
Virtual Meeting

December 21, 2020
7:30 PM

I. CALL TO ORDER

A. In response to the COVID-19 pandemic, this meeting is being held virtually, which permits the public to fully participate via their computers or using their phones.

To participate in the virtual meeting, please follow these instructions.

Individuals who wish to comment or ask a question on an item on the Agenda may either participate virtually or send an email to the Village at rhume@vah.com. Please limit emails to 200 words or less. To be shared at the meeting, the email must be received by 3:00 p.m. on December 21, 2020.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

A. Committee of the Whole 11/09/2020
B. Committee of the Whole 12/07/2020
C. Village Board 12/07/2020

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 12/15/2020

VI. RECOGNITIONS AND PRESENTATIONS

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

IX. OLD BUSINESS

X. CONSENT AGENDA

This Agenda consists of proposals and recommendations that, in the

opinion of the Village Manager, will be acceptable to all members of the Board of Trustees. The purpose of this Agenda is to save time by taking only one roll call vote instead of separate votes on each item. Consideration of this Consent Agenda will be governed by the following rules and procedures prior to roll call vote:

1. Any Trustee who wishes to vote "no" or "pass" on any Consent Agenda items should so indicate.
2. Upon the request of any one Trustee, any item will be removed from the Consent Agenda and considered separately after adoption of the Consent Agenda.
3. Citizens in the audience may ask to remove any item on this Consent Agenda.
4. One roll call vote will be taken and will cover all remaining Consent Agenda items.

CONSENT APPROVAL OF BIDS

A. Fire Station 2 - Kitchen Remodel

CONSENT LEGAL

A. An Ordinance Approving a Lease Agreement between the Village of Arlington Heights and Shree Neelkanth, Inc.
(Lease a portion of Downtown Train Station for Gateway Newstands)

B. A Resolution Approving a Redevelopment Agreement between the Village of Arlington Heights and Town & Country Chicago Associates, LLC
(Town & Country Shopping Center, 445 E Palatine Rd)

CONSENT PETITIONS AND COMMUNICATIONS

A. Permit Fee Waiver - Arlington Heights Park District

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

A. Little University Child Care Center - 2501 N. Chestnut Ave. - PC#20-005
Land Use Variation

XIII. LEGAL

XIV. REPORT OF THE VILLAGE MANAGER

A. New Covid-19 Business Assistance Initiative

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

XVII. ADJOURNMENT

Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact David Robb, Disability Services Coordinator, at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, (847)368-5793 (Voice), (847)368-5980 (Fax) or drobb@vah.com.

Village Board
12/21/2020

Item: Committee of the Whole 11/09/2020

Department: Village Clerk

ATTACHMENTS:

Description	**Type**
Committee of the Whole 11/09/2020	Minutes

COMMITTEE-OF-THE-WHOLE
MINUTES OF THE MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF
THE VILLAGE OF ARLINGTON HEIGHTS
VIRTUAL MEETING
MONDAY, NOVEMBER 9, 2020
7:00 P.M.

BOARD MEMBERS PRESENT:	Mayor Thomas Hayes, Trustees Baldino, Canty, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck & Tinaglia
STAFF MEMBERS PRESENT:	R. Recklaus, D. Mikula, T. Kuehne, M. Rath, M. D'Onofrio, J. McCalister, N. Pecora, M. Juarez, K. Baumgartner, M. Mattio, B. Hume, Various Department Support Staff
OTHERS PRESENT:	John Supplitt, Mike Driscoll & Various Arlington Heights Memorial Library Staff

SUBJECTS:

A. Arlington Heights Memorial Library Budget Review
B. Village Budget Overview for 2021 – Randy Recklaus/Tom Kuehne
C. Village Budget – Questions from the Village Board
D. Review of Department Budgets

President Hayes called the meeting to order at 7:01 PM.

Arlington Heights Memorial Library Budget Review
Mr. John Supplitt, Treasurer of the Library stated that in 2018 the Library Board approved it's 5-year strategic plan which includes four goals: 1) foster and increase connections; 2) redefine and refine digital technology services; 3) increase access to library services and enhance the patron's experience of using the library; and 4) strengthen the internal work environment.

However, he said that in 2020 operations were "flipped upside down" due to the COVID-19 pandemic. Mr. Suplitt stated that the Library was a life-line for residents in this moment of crisis and Library staff moved to provide services online and expand e-services. In May, the Library resumed limited services and introduced curbside pickup. Mr. Suplitt concluded his presentation by explaining their use of the General and Capital Funds to account for their revenue and expenditures, and proposed the replacement of an air handling unit. The Library's fiscal year 2021 budget requires no increase in tax levy.

Trustee Baldino thanked the Library for their presentation and for proposing a budget that has a 0% increase in the tax levy. He asked Mr. Supplitt to provide additional information as to why the Library Capitals Projects Fund budgeted $1M for "other equipment" in 2021 in comparison to $27,000 in 2020. Mr. Supplitt stated that it is attributed to the replacement of the air handling

unit and all the units on the roof which are original to the building. Trustee LaBedz inquired about the noise of the air handling unit, as the one previously installed in 1993 was extremely noisy which was an irritant to the neighbors and surrounding areas. Mr. Supplitt assured Trustee LaBedz that Mike Driskell and his staff have done all the research and they are confident the unit will meet all the village codes and will be acceptable to the neighbors.

Trustee Rosenberg asked about the opening of the Maker's Space. Mr. Supplitt stated that it was supposed to be open now, however that has been delayed because of the COVID-19 pandemic. They also uncovered some infrastructure issues with the sewer, roof, HVAC and electrical which will require revising specification and re-bidding expenditures to meet the original budget. Construction will not begin until possibly early 2021, after bids have been reviewed. The new projected opening date would take place in Summer or Fall of 2021. Trustee Rosenberg asked Mr. Supplitt if he believes expenses have reduced as he recalls that some library employees would be diverted to the Maker's Space. Mr. Supplitt stated that they are not increasing the number of full-time employees to staff the Maker's Space; instead they are eliminating a full-time employee. Trustee Rosenberg also wanted to know if they anticipate revenue from the Maker's Space. Mr. Supplitt believes so.

Trustee Schwingbeck asked about the finance expenditures for IT Service charge as it increased from the $20,000 to $129,000. Donna Ekl, the Library's Director of Finance, said that amount represents the annual service charge to the Village.

Trustee Scaletta moved, seconded by Trustee Canty, that the Committee-of-the-Whole recommend to the Board of Trustees that the Board acknowledge with thanks the proposed budget for the Arlington Heights Memorial Library Fund. The motion passed unanimously.

Village Budget Overview for 2020 – Randy Recklaus/Tom Kuehne

Village Manager, Mr. Recklaus began by thanking everyone present and acknowledged that the budget process is an elaborate one. He thanked Mr. Kuehne, Mr. Baumgartner, Ms. Juarez, Ms. Mikula and all the department directors and their teams for all the work they put into the 2021 budget.

Mr. Recklaus stated that this has been a strange year. Reflecting on the COVID-19 pandemic, he states that it's been a difficult year for the economy, businesses and health-wise. That people are thinking differently, organizations have had to be more adaptable and creative and we've all had to perform our jobs differently. Nonetheless, the economy has impacted the budget with several revenues down; and some up because of how consumption has changed. He goes on to say that budgeting involves a fair amount of guessing and prognostications. Mr. Recklaus stated that the 2021 budget is a very conservative one, but he is confident that the Village will continue to provide and maintain services to its residents and support local businesses.

Mr. Recklaus began his presentation by highlighting the Village's financial response to the pandemic. Efforts included the temporary elimination of utility late fees, refunds for parking permits, interest free loans for small businesses and deferral of food and beverage tax to mention a few.

Mr. Recklaus continued by saying that the Village has 48 less positions today than in 2009. Current vacancies are carefully evaluated to determine if the Village can proceed without replacement, change the job description, or temporarily maintain the vacancy to save money. Mr. Recklaus stated that despite a reduction in revenues, the Village is seeing a higher demand for services, in particular a great demand from Health and Human Services. He said that overall, the 2020 General Fund expenditures are projected to be about $1.7 Million under budget.

Mr. Recklaus stated that the proposed 2021 Budget includes a 0% increase is the tax levy. He said this is due in part by having reduced the pension liability which in return reduces the property tax requirements. The Village was also able to reduce the annual debt by $259,000; lower the capital improvement levy by $1.5 Million; and the health insurance cost was much lower than anticipated. Mr. Recklaus stated that despite the reduction in expenditures, it is proposed that the Village will use about $690,000 in General Fund reserves to balance the budget. Mr. Recklaus continued by reviewing the Village's 2021 priorities and areas of focus.

Mr. Recklaus stated that over the last few years there have been efforts to improve infrastructure investment levels to sustain the industry standards for water, roads and storm water systems. He highlighted a few key infrastructure projects for 2021 including water main replacement, street rehabilitation and replacement, storm water control program and implementation of the Enterprise Resource Planning (ERP) software.

Mr. Kuehne outlined the proposed property tax levy. He started with an explanation of the tax bill and history of the tax levy. The highest percentage of the tax bill goes towards education, while the Village's portion of the tax bill has remained at 12%. He stated that this is the second year with a 0% increase in property taxes. He said in part, that was achievable by the reduction in the the police and fire pension fund levies due to decreasing the unfunded liabilities and good investment returns in 2019. Further, Mr. Kuehne compared the services and costs provided by the Village of Arlington Heights in comparison to surrounding communities.

Mr. Kuehne continued with an explanation of where funds come from – which include the capital fund, operating fund and pension fund. He predicted that revenues will decrease by 2.8% in 2021. He went on to say that the overall expenditures will increase by 4.2% due to ongoing capital projects.

Mr. Recklaus touched on some personnel changes. The budget reflects a reduction in staff by 1.5 full time equivalents. The Village has also reduced Village Prosecutor expenditures by outsourcing some cases to the county and usage of the local adjudication process. He also notes that 31% of Village staff are eligible to retire.

Mr. Kuehne presented historical trends of sales tax, local use tax, income tax and telecommunications tax. He expects improvements after the first quarter of 2021, and is hopeful that a full recovery will come after 2022. Pertaining to use tax, which is taxation for purchases through the internet, he stated that there have been large increases in these taxes. He added that the State will require online retailers and marketplace facilitators to collect not only state sales tax, but also local sales taxes as of January 1, 2021. As for income tax, Mr. Kuehne stated

there wasn't much of a decrease in 2020, yet there will be an 8% decrease in 2021. He added that due to voters turning down the Fair Tax Amendment, the State now faces about a $5.1 billion deficit.

With regards to the Water & Sewer Fund, Mr. Recklaus stated that over the last few years the Village has increased the annual water main replacement program from $500,000 to $4 million per year. This will allow replacement of 1% of the system per year. He then mentioned the funding of the sewer rehabilitation replacement program and water tank painting program. Also note-worthy is that the Federal EPA has mandated the implementation of a risk and resiliency plan. The plan will cost $786,000 to implement, of which $728,000 will come from a member grant by the Northwest Water Commission.

Mr. Recklaus moved on to discuss the Capital Projects Fund. Projects for 2021 include an ongoing street program; street rehabilitation program which is funded by the Motor Fuel Tax; upgrades to the phone and A/V system; and potential improvements to the downtown streetscape.

Mr. Kuehne discussed the Arts, Entertainment & Events Fund. He mentioned that this fund has been affected greatly by the pandemic. He stated that the primary source of revenue for this fund is the Food and Beverage Tax, which has decrease significantly. Mr. Kuehne mentioned that the Village owns one of five units in the Metropolis building, and that during the last two years, reserve monies were drawn down due to elevator repairs. He explained that the building was constructed in 1999-2000 and will need a new roof and a number of other projects in the near future. As a result of this upkeep, the building reserve fee will increase 26% in 2021 and will continue to increase for a few years thereafter. Mr. Kuehne proposed a one-time transfer of $450,000.00 from the Public Building Fund to bridge the current gap in funding.

Mr. Recklaus added that the AE&E Fund has had difficulties sustaining itself. He doesn't know what impact COVID will have on 2021 community events and suggests rethinking future downtown events and what they will look like. He highlighted the success of Arlington Al Fresco.

In summary, Mr. Recklaus stated that this is very much a maintenance budget. He mentioned a few fortunate events that have allowed the continued funding in other areas of the budget such as: increase in Motor Fuel Tax, award of grants, and closure of the Public Building Fund. He emphasized the importance of ERP software, and believes that it will result in savings and greater efficiency in the long-run. Lastly, he mentioned the continued review of the Fleet Operations Fund and the attempt to encourage Departments to extend the life of their vehicle.

Trustee Rosenberg asked Mr. Kuehne to explain why Police and Fire Protection show a large dollar and percentage increase in the tax levy. Mr. Kuehne said the reason is due to a decrease in other tax levy areas, therefore allowing the Village to move toward balancing the General Fund through increases in the Police and Fire Protection levies. Trustee Rosenberg inquired about the decrease in commodities from reduction in medical supplies. Ms. Juarez stated that reduction does not pertain to COVID supplies. Instead the reduction was due to less transports, therefore needing fewer medical supplies. Mr. Kuehne added that the decrease was also due to less oil and fuel being used.

Review of Department Budgets – Department Representatives

Board of Trustees/Integrated Services

Mr. Recklaus began by mentioning that there will be two new trustees coming in May. The orientation process and department presentations will be held in the spring and the Village Board will set goals in early summer.

Ms. Mikula presented the Integrated Services budget which includes the Village Manager's Office, IT and GIS. In addition, she also presented the Legal Department budget. In regards to Integrated Services Department budget, she stated that it is a maintenance budget and noted that most all line items have stayed the same or have decreased.

Trustee Rosenberg inquired about the cost of the ERP software. He recalled a prior allocation of $2 million towards the software and questioned the total $4 million budgeted for 2021. Ms. Mikula stated that the initial numbers are two years old and were not a projected total cost. She said that in comparison with other communities going through the ERP process, and receiving 13 vendor responses to the RFP, the numbers are in line with the 2021 budgeted amount. Mr. Kuehne added that he has seen the total estimated cost range from $1.7M to $4.6M, depending on the complexity of the program. Mr. Recklaus also added that a vendor has not yet been selected and that once it has, there will be negotiations and selection of specific features. He stated that some vendors are cheaper upfront, but more expensive in the long run.

Trustee Baldino asked if the completion of the ERP software is still on schedule for the end of next year. Ms. Mikula said that it is not, and the timeline will be adjusted accordingly. She projects implementation and training will take place in 2022 after demos have been completed, a vendor selected, negotiations take place, and the contract is implemented. Trustee Baldino asked if there is a projected return on investment. Ms. Mikula said that cost savings may potentially come in personnel costs as the program will automate what is currently heavy manual/data entry work.

Trustee Padovani shared his experience in working with healthcare clients. He witnessed a client invest in electronic medical records system that changed the way people did their job. There was some immediate initial return on investments. However, the automation allowed for savings in unforeseen areas and improvements in efficiencies and effectiveness in workflow, therefore providing better services. Ms. Mikula agreed and stated, we are excited about the increase in service level to residents and the community.

IT Budget

Ms. Mikula stated that the IT department has been very busy with a 4.2% increase in service calls in comparison to 2019. Most line items in the Technology Fund have remained the same or decreased. The most significant variance is the 49.8% decrease in training budget. The ERP software cost is reflected as an increase in the office equipment account.

Legal Budget

Ms. Mikula presented the Legal department budget. She noted that there is a 7.7% decrease from the prior year due to the elimination of the in-house counsel position and an increase in village attorney fees. The Village will be utilizing their Administrative Adjudication Program and redirecting DUI enforcement to the State's Attorney's Office for additional savings. She highlighted some accomplishments, including the negotiation agreements with the police and fire unions, amendments in the building codes, and transition to an outside Village attorney. She noted that a priority for 2021 is to review and propose amendments to the liquor code.

Trustee Rosenberg asked Mr. Recklaus how the $228,000 budgeted amount for the village attorney came about, and if that amount includes a certain number of billable hours, an hourly rate, and a monthly cost. Mr. Recklaus stated that the budgeted amount is similar to that of the prior in-house counsel and that the Village has control over how much the Village Attorney is utilized. In regards to the in-house attorney, Mr. Recklaus said that she focuses more on code interpretation, contract review, FOIA requests and the day to day interpretation work. Trustee Rosenberg asked if any other projects are anticipated for the outside attorney. Mr. Recklaus said that they will be heavily involved in community developments, policies regarding executive session minutes, and will provide recommendations on general updates.

Human Resources

Ms. Rath began her presentation by acknowledging that the use of technology has increased village-wide. She highlighted that the HR Department introduced and initiated the Village's Diversity Equity and Inclusion Initiative, began efforts for a more diverse recruitment, and worked with the Health and Human Services Department to create an inclusive culture by reviewing employment practices and outreach to disability agencies. Ms. Rath acknowledged that work and life during the pandemic can be stressful and worrisome. Therefore, the well-being committee has continued to provide information about webinars and workshops related to the effects of the pandemic to promote and maintain a safe work place for employees, their families and co-workers.

Trustee Rosenberg asked about the 20% decrease in the amount of money being contributed to deferred income programs, yet the number of employees increased. Ms. Rath said the two are unrelated and that the money being contributed relates to Section 125 – Flexible Spending benefits. She suggested that it may have to do with newer employees not taking advantage of the program this early in their career. Trustee Rosenberg inquired about the 25% increase in costs for the fire department medical insurance for on-duty injuries. Ms. Rath said that the increase is attributed to injuries that occurred years ago, and the department is now realizing the cost. She explained that the employee goes through the duty disability process and if awarded, the additional cost depends on if the employee is eligible for additional benefits. Trustee Rosenberg asked Mr. Kuehne for his opinion on what an ideal fund balance would be for the Worker's Compensation Fund. Mr. Kuehne stated that the Village's experience in working with IRMA is still fairly new, therefore he couldn't provide an ideal amount at this early stage. Trustee Rosenberg suggested requesting data from IRMA for municipalities similar in size to that of Arlington Heights.

Finance

Mr. Kuehne began his presentation with some accomplishments which include updating the Village's investment policy, decreasing staffing levels by .5 full-time employee, and the increased sale of vehicle stickers in 2019 due to a new enforcement program. He stated that in 2021 the department will continue to prioritize the implementation of the 5-year fee and fine increase plan and the ERP software which is the biggest challenge, aside from dealing with the pandemic. With regards to the Capital Projects Fund, he noted a $16,000 expense for a new envelope stuffing machine and a reserve of $20,000 for ongoing equipment replacement for all departments. As for the General Liability Insurance Fund, Mr. Kuehne said there is a small increase of 1.7% due to higher building insurance rates.

Trustee Rosenberg asked about the cost for credit card transactions as it has gone up about a third, and expressed concern over the percentage the Village is being charged for said transactions. Mr. Kuehne stated that the increase is due to residents purchasing vehicle stickers with credit cards and residents taking advantage of setting up their water bill for automatic payment using their credit card. He explained that the assigned fee depends on the type of card being used for the transaction.

In regards to ambulance bills, Trustee Rosenberg asked why there is a decrease in the number of bills, payments received and amount billed, however there is an increase in the amount of payments received. Mr. Kuehne said there are new billing rates and the Village has started to write-off bills for residents who have a balance not covered by their insurance. He added that the 2019 amount billed includes all the write-offs. Trustee Rosenberg asked if the Village is making more adjustments to past due invoices that will not be collected on. Mr. Kuehne said that billing is more current because the collection process is skipped for resident's whose insurance has covered their portion of the bill. Mr. Recklaus added that it has been a successful program as receivables have increased and residents are paying less. He noted that the Village recently made another change that could result in receiving a greater share from the government for Medicaid billing, and that it is not reflected in the 2021 budget.

Trustee Baldino asked if any additional information can be provided pertaining to the A, E & E Fund as the actual 2020 expenditures versus the 2021 budgeted amount has more than doubled. Mr. Recklaus stated that the Village is assuming full cost but not assuming full revenue. Mr. Kuehne added that most of the 2020 events were cancelled, affecting the expenditure bottom line. Trustee Baldino asked if the transfer of $450,000 into the fund was to create a reserve going forward. Mr. Kuehne explained that it represents a funding bridge for this fund due to the large decrease in Food & Beverage Tax revenues projected for 2020 through 2022.

Trustee Canty asked if residents in need have used the emergency assistance fund and businesses applied for the no-interest small business loans. She asked how those programs worked, what the Village's plan is for 2021, and if it should be budgeted into 2021. Mr. Recklaus stated that the emergency assistance fund for residents has been going well and there is still money to fund the program. There are additional funds from Arlington Cares and a HUD grant. As for the restaurants, Mr. Recklaus said the amount allocated for small business loans was not used in its

entirety. He is waiting to see if there is another stimulus and will revisit the idea in the next month.

Health Services

Mr. McCalister presented the budget for the Health & Human Services Department. The proposed budget is a standard maintenance budget with no increase in line items and expenditures. The combined budget increased by 1.4% in expenditures. Mr. McCalister said that the social services division has provided residents affected by COVID-19 with financial assistance, and by providing mental health services to those who have lost insurance coverage. In addition, Environmental Health Officers have responded to 75 complaints from residents and business pertaining to COVID-19. The nursing services division has remained up-to-date with the ever-changing information regarding COVID in order to assist residents, Village employees, and the administration. They also began assisting the Cook County Department of Public Health with contact tracing for Arlington Heights residents only. Senior Service staff have evaluated these services and facilities. Arlington Cares and The Arlington Heights Senior Center Inc. both have had successful fundraisers to supplement the budget.

Trustee Scaletta asked why medical insurance is up 45% for senior services. Mr. Kuehne explained that health insurance costs attributed to each Department is based on the number of people participating in the plan and that the cost fluctuates anytime there is a change in type of coverage.

Trustee Baldino asked if all the emergency assistance funds are being used and will any remaining funds rollover to the following year. Mr. McCalister said it depends on which category he is referring to. The emergency assistance fund totals are a combined contribution donated from the Village of Arlington Heights, Arlington Cares and federal funds and yes, any unused funds will be rolled over to the following year.

President Hayes welcomed Tracey Colagrossi and asked if she could summarize what is happening at the Senior Center and the morale of the senior population. Ms. Colagrossi said the Senior Center had a modified re-opening on July 6th. As of October, they have had 1,700 seniors come through the doors. Seniors are feeling more comfortable, safe and relieved to have some normalcy. Classes are limited to 10 people and everyone must wear masks and follow directional signs. She stated that the virtual program is excelling and seniors are warming up to it.

Building & Life Safety

Mr. D'Onofrio presented the 2021 budget, and stated that there is a reduction of 1.2% in comparison with the 2020 budget. He shared that in 2020 thus far the department has updated building codes, implement an electronic building permit process, digitized most records from Microfiche to Laserfiche, and despite the pandemic, inspections have continued with a next day turnaround. He stated that improvements in customer service and updated webpage information are priorities for 2021.

President Hayes noted that a lot of residents and businesses have done remodeling projects during the pandemic and asked if there is any sense as to how many permits have been issued. Mr. Fink said that he had noticed an increase in residential building permits to complete remodeling's and additions, and has seen a decrease in permits for larger projects.

President Hayes, Trustee Tinaglia and Mr. Recklaus discussed the importance of improving the Building Department as a whole.

Trustee Scaletta asked Mr. Recklaus who set the 2021 goals for the department. Mr. Recklaus said it was a combined effort between himself, Department managers and Steve Touloumis. He acknowledged the goals will be adjusted once the new Director starts. He said that the Director will be given a certain amount of time to assess the Department and give his/her professional opinion on necessary changes, and a timeframe to complete those changes and course of action.

Police

Chief Pecora presented on the Police Department's 2021 budget. The proposed budget is less than that approved for 2020. Chief Pecora explained that funding for police services comes from the General Fund, Criminal Investigation Fund, and a portion from the Municipal Parking Fund. He highlighted that in 2020, his department implemented the use of DACRA which is an electronic ticketing platform; increased the capacity of public service officers to take non-criminal police reports; created a cannabis task force; will continue to seek funding for the CARE program; and increased outreach to attract diverse recruits. He mentioned that his department has not seen any impact from the sale of legalized cannabis, and attributes the decreased personal injury and property damage accidents to the dedicated work of the traffic unit.

Mayor Hayes thanked the Arlington Heights Police Department for the great work they do especially during the pandemic and the incidents of police brutality around the country. He mentioned that Arlington Heights has not had any incidents, and attributes that to the command staff and the respect that the community has for the men and women of the department. Trustee Tinaglia and Trustee Padovani also added their thanks.

Trustee Scaletta inquired about the change in use of crime labs from the State to a private lab. He asked Chief Pecora how that is going, and if he attributes the reduction in crime to that change. Chief Pecora said that the Police Department has seen nothing but benefits from using the private lab. He explained that the private lab is paid for with seizure money. With regards to the reduction in crime, Chief Pecora stated that he can attribute such reduction to the use of the private lab as they process evidence quicker, provide results quicker, ultimately resulting in quicker arrests.

Trustee LaBedz asked if Police Officers are finding the use of the training simulator a positive one, as they get the opportunity to experience a negative situation in a controlled environment for the first time versus in real life. Chief Pecora said that there are only positive outtakes from any type of training, and they have had nothing but positive feedback from Officers who have used it. He went on to explain how the virtual reality simulator works.

Trustee Rosenberg asked about training received from Nicole Espinoza of Health & Human Services Department relating to mental distress calls. Chief Pecora said they included Ms. Espinoza on a mental health training they attended a few years back. She now assists with training officers on how to deal with mental health crisis calls and how to deescalate a situation. Trustee Rosenberg asked who and when receives the training? Chief Pecora said that some training is provided at the police academy, but the Village provides annual retraining at which time officers are either given a refresher course or complete the full course. Trustee Rosenberg asked Chief Pecora to elaborate on the potential state immunity laws. Chief Pecora said that recruitment will be difficult if potential candidates fear they will be incarcerated for a split-second decision they made. In regards to the cannabis taskforce, Trustee Rosenberg asked if there is a process on how to detect if someone is under the influence. Chief Pecora said that he is not aware of any new field sobriety test to detect if one is under the influence of cannabis.

Trustee Baldino asked why the Northwest Central Dispatch line item fluctuated so much. Chief Pecora explained that this is a fixed cost attributed to the Village, wherein the Police Department pays 75% and the fire department pays 25%. Northwest Central Dispatch found an overage in last year's budget and provided municipalities two free months rather than reimbursement.

TRUSTEE SCALETTA MOVED, SECONDED BY TRUSTEE CANTY TO ADJOURN THE MEETING AT 10:35 P.M.

Village Board
12/21/2020

Item: Committee of the Whole 12/07/2020

Department: Village Clerk

ATTACHMENTS:

Description	**Type**
Committee of the Whole 12/07/2020	Minutes

MINUTES OF THE COMMITTEE-OF-THE-WHOLE MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS
Virtual Meeting
December 7, 2020 at 7:15 PM

President Hayes called the meeting to order at 7:15 PM.

BOARD MEMBERS PRESENT: President Hayes; Trustees Baldino, Canty, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck and Tinaglia

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Village Manager Randy Recklaus

OTHERS PRESENT: Afroz Hafeez

Mayor Hayes called the meeting to order and explained that due to COVID 19 restrictions and guidelines, the meeting is being held virtually.

A. Interview of Afroz Hafeez for Appointment to the Youth Commission (adult member) – term ending April 30, 2021

Mayor Hayes introduced Dr. Afroz Hafeez and explained why a doctor is applying to the Youth Commission. Mayor Hayes stated that Dr. Hafeez is very interested in serving the community however, there are only two opening (Art Commission and Youth Commission) that would be a match for him. The Mayor and Dr. Hafeez felt that the Youth Commission would be the best fit with his background and interests.

Dr. Hafeez talked about his background, stating that his interests align with health, education and advocacy. Dr. Hafeez stated that he would like to address the opioid crisis and believes that education of youth is a key factor. The Mayor stated this is an opportunity for the Youth commission to have a member with medical expertise to advise and assist; the Mayor said he believes that Dr. Hafeez will have a lot to contribute to the committee.

Trustee Tinaglia thanked Dr. Hafeez for volunteering his time. He asked Dr. Hafeez if he felt, in addition to the opioid crisis, that he could also help educate the community on vaping. Dr. Hafeez stated that vaping is also a crisis and he would like to incorporate the health committee to address the issue. He stated that he feels that with the youth at home now, it may be even more of an issue. Ideally, he would like to tap all of the resources and strategize.

Trustee Rosenberg and Trustee Scaletta thanked Dr. Hafeez for stepping up to volunteer and discussion ensued regarding the resume and experience of Dr. Hafeez.

Trustee Scaletta moved to concur in the Mayor's appointment of Afroz Hafeez to the Youth Commission (adult member) term ending 4/30/21. Trustee Canty seconded the motion.

The following voice vote was recorded:

9 Ayes **0 Nays**

The motion passed.

B. OTHER BUSINESS – There was no further business.

C. ADJOURNMENT – Trustee Baldino moved, and Trustee Schwingbeck seconded the motion to adjourn. The meeting was adjourned.

Village Board
12/21/2020

Item: Village Board 12/07/2020

Department: Village Clerk

ATTACHMENTS:

Description	**Type**
Village Board 12/07/2020	Minutes

MINUTES
President and Board of Trustees
Village of Arlington Heights
Virtual Meeting
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
December 7, 2020
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

President Hayes and the following Trustees responded to roll: Baldino, Canty, Rosenberg, LaBedz, Schwingbeck, Padovani, Tinaglia, and Scaletta.

Also present were: Randy Recklaus, Charles Perkins and Becky Hume.

IV. APPROVAL OF MINUTES

A. Committee of the Whole 11/16/2020 Approved

Trustee Bert Rosenberg moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

B. Village Board 11/16/2020 Approved

Trustee John Scaletta moved to approve. Trustee Greg Padovani Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 11/30/2020 Approved

Trustee Bert Rosenberg moved to approve in the amount of $1,775,596.28. Trustee John Scaletta Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

VI. RECOGNITIONS AND PRESENTATIONS

VII. PUBLIC HEARINGS

Trustee Jim Tinaglia moved to open the Public Hearing. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

A. Proposed 2021 Budget Approved

Mr. Recklaus explained the budget process and outlined the good decision making that occurred to keep costs down. These actions put the Village in a solid financial position. The Village continues to maintain 48 vacancies which occurred during the Great Recession and currently is keeping 13 positions temporarily vacant to get through 2020. So far, the Village is $1.7 million below budget this year. For 2021, there is a zero percent tax increase. However, to accomplish this, the Village will draw down General Fund Reserves. The goal was to be realistic and fair, and to continue to provide the services the community needs.

Keith Moens recognized staff and the Board for a zero percent Tax Levy for the second year in a row. It's a big deal especially for those in the community who are below the median income. He said he would like to go for a third year. There shouldn't be a hurry to rebuild the General Fund because there is still a sizable cushion. Although he said he understands that big fund balances mean higher credit ratings, he believes there will be a low interest rate climate for a while. The tax relief for residents is greatly appreciated. Keep up the hard work.

Trustee John Scaletta moved to close the Public Hearing. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

VIII. CITIZENS TO BE HEARD

Veronica Jasper called to thank the Village for their compassionate response to an incident on November 13th which involved her son. She thanked Chief Pecora and the first responders who were there. With all the racial injustice in the country, she and her husband were distressed when they received a crisis call regarding their African American son. They live in Milwaukee and got on the road when they heard their son was in crisis. The safety staff on site kept the line open so they could listen to the ongoing situation. She said she was grateful for the open communication and especially because the entire police force is white, and it meant a lot to them that they did not automatically perceive her son as a threat. She said de-escalation can work. There was an officer who called him by name and asked him to pray with him which allowed their son to come out of the car and trust that he would be okay. People can get along regardless of economic background, political background, and color. It is hard when you are a young African American man and as a mom, she was so worried. The training the Village officers has means a lot. She said to not feel bad because there is not a black person on the force, a life is a life, and the Village respected it. Peace prevailed. Their son is at work is doing well and also conveyed his thanks. She expressed her gratitude.

President Hayes said many prayers were answered that evening. It is helpful to throw in training and professionalism with God's grace. He said he was glad to hear her son was doing well, and asked her to covey the Village's good wishes.

IX. OLD BUSINESS

A.	Report of the Committee of the Whole Meeting of December 7, 2020 Interview of Afroz Hafeez for Appointment to the Youth Commission (adult member) - term ending 4/30/2021	Approved

Trustee John Scaletta moved to concur with the Mayor's appointment of Afroz Hafeez to the Youth Commission. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

X. CONSENT AGENDA

CONSENT OLD BUSINESS

CONSENT APPROVAL OF BIDS

A. Emergency Generator Upgrade and Replacement - Design Services — Approved

Trustee Richard Baldino moved to approve. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

B. Vendor Expenses Over $25,000 In Aggregate for Calendar Year 2021 — Approved

Trustee Richard Baldino moved to approve. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

C. Superion Solutions Annual Agreement 2021 — Approved

Trustee Richard Baldino moved to approve. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

D. Public Works LED Lights - Bid Award 2020 — Approved

Trustee Richard Baldino moved to approve. Trustee Jim Tinaglia Seconded the Motion.

The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

E. Stormwater Station - Pump & Motor Replacement — Approved

Trustee Richard Baldino moved to approve. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

F. Police Department - SUV Vehicle Purchase 2020 — Approved

Trustee Richard Baldino moved to approve. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

G. Municipal Parking Garages - Stairwell & Elevator Cleaning Services 2021 — Approved

Trustee Richard Baldino moved to approve. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

H. Comcast Dedicated Internet & Ethernet Network Service Contract Renewal — Approved

Trustee Richard Baldino moved to approve. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

CONSENT NEW BUSINESS

A.	Cash in Lieu of Land Dedication	Approved

Trustee Richard Baldino moved to approve. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

CONSENT LEGAL

A.	A Resolution Approving an Amended Employment Agreement between Randall R. Recklaus and the Village of Arlington Heights	Approved

Trustee Richard Baldino moved to approve R2020-030. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

B.	An Ordinance Authorizing the Execution of a Real Estate Contract (Acquisition of 139 E Golf Terrace)	Approved

Trustee Richard Baldino moved to approve 2020-039. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

C.	An Ordinance Accepting the Transfer of Real Property from the Arlington Heights Park District Pursuant to the Local Governmental Property Transfer Act (Southern portion of Happiness Park)	Approved

Trustee Richard Baldino moved to approve 2020-040. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

CONSENT REPORT OF THE VILLAGE MANAGER

CONSENT APPOINTMENTS

A.	Appointment of Paul Balga as Chairman of the Environmental Commission	Approved

Trustee Richard Baldino moved to approve. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

A.	DC#20-067 - Miner School - 1101 E. Miner St. / Sign Variation - DC#20-067	Approved

Julie Jilek said the school has built a handicapped accessible playground. It allows those in wheel chairs to experience the equipment. There is also a reading corner with a chair and mushroom seats in honor of a student who passed away. The playground is open to the community on weekends and after school hours. The playground is set back, so the sign provides a welcome to the space. There is also a donor sign because they want to express their appreciation to those who donated.

Mr. Perkins said the school is seeking four variations for signs. The site is zoned for single family residential which does not allow signs. The playground entrance sign is the only one that is visible from the street. Staff and the Design Commission recommend approval.

Trustee Baldino asked if the playground was accessible after school hours, on weekends and if it was accessible to the day care center. The answer was yes and the day care is already using it. Trustee Baldino said in light of

diversity, equity, and inclusion he was whole heartedly in support. The DEI initiative includes people with disabilities and embracing them lovingly into the community.

Trustee Scaletta conveyed his congratulations, nothing that makes you happier than seeing a child be able to do something they were not able to do before.

Trustee Richard Baldino moved to concur with the Design Commissions recommendation. Trustee John Scaletta Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

XIII. LEGAL

A.	An Ordinance Fixing the Time and Place for a Public Hearing in Connection with the Amendment to Tax Increment Financing District #4 for the Village of Arlington Heights (Northeast corner of Golf and Arlington Heights Roads)	Approved

Mr. Perkins said the Ordinance is necessary because of a newly required Statute to set a time and place for the Joint Review Board and Redevelopment Commission meetings as they consider an amendment to the TIF District. The intention is to change the land use plan from commercial to mixed use.

Keith Moens who asked for the item to be pulled from the Consent Agenda and what exactly was being considered. Mr. Perkins said the Joint Review Board and Redevelopment Commission will discuss the potential land use change, this ordinance just sets the time and place of those meetings. At those meetings, the reasons will be considered. Two recent studies indicated that the shopping center is larger than the market needs. The consideration is to make the land use more flexible to entice more development. Under mixed use, development could be residential, commercial or office.

Trustee John Scaletta moved to approve 2020-041. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

B.	An Ordinance Abating Taxes Levied for the Year 2020 Heretofore Levied to Pay Principal and Interest on the $2,855,000 General Obligation Bonds, Series, 2010, of the Village of Arlington Heights	Approved

Trustee John Scaletta moved to approve 2020-042. Trustee Bert Rosenberg Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

C.	An Ordinance Abating Taxes Levied for the Year 2020 Heretofore Levied to Pay Principal and Interest on the $9,530,000 General Obligation Bonds, Series, 2018, of the Village of Arlington Heights	Approved

Trustee Richard Baldino moved to approve 2020-043. Trustee Bert Rosenberg Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

D.	An Ordinance Adopting a Budget and Appropriations Ordinance and Amount Set Forth Therein for the Year Commencing January 1, 2021 and ending December 31,2021	Approved

Trustee Robin LaBedz moved to approve 2020-044. Trustee Richard Baldino Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

E.	An Ordinance Providing for the Levy, Assessment and Collection of Taxes for the Year Beginning January 1, 2021 and Ending December 31, 2021 for the Village of Arlington Heights	Approved

Trustee Tom Schwingbeck moved to approve 2020-045. Trustee Greg Padovani Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

XVII. ADJOURNMENT

Trustee Jim Tinaglia moved to adjourn at 8:17 p.m. Trustee John Scaletta Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Scaletta, Schwingbeck, Tinaglia

Village Board
12/21/2020

Item: Warrant Register 12/15/2020

Department: Village Clerk

ATTACHMENTS:

Description	**Type**
Warrant Register 12/15/2020	Warrant Register

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER FOR

CHECK DATE: 12-15-2020

Fund	Fund Description	Total Transaction Amount
101	General Fund	$390,828.58
211	Motor Fuel Tax Fund	$19,786.89
227	Foreign Fire Ins Tax Fund	$771.41
231	Criminal Investigation Fd	$2,194.87
235	Municipal Parkg Opr Fund	$14,634.15
401	Capital Projects Fund	$103,016.47
426	Storm Water Control Fund	$5,859.00
505	Water and Sewer Fund	$347,670.57
511	Solid Waste Fund SWANCC	$141,251.50
515	Arts,Entert & Events Fund	$12,049.92
605	Health Insurance Fund	$336,599.29
611	General Liability Ins Fnd	$3,430.15
615	Workers Compensation Ins	$10,348.78
621	Fleet Operations Fund	$24,928.67
625	Technology Fund	$35,754.98
715	Guaranty Deposits Fund	$4,000.00
721	Escrow Deposits Fund	$85,402.00
TOTAL ALL FUNDS		**$1,538,527.23**

WARRANT REGISTER - GM0002

Department: 0

Division: 0

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226778	715-0000-220.93-00	AM WOODLAND OUTDOOR DESIGN	BOND REFUND	$200.00	$200.00
226785	721-0000-221.10-11	ARLINGTON HTS MEMORIAL LIBRARY	CASH IN LIEU OF LAND	$4,868.90	$4,868.90
226786	721-0000-221.10-11	ARLINGTON HTS PARK DISTRICT	CASH IN LIEU OF LAND	$60,625.21	$60,625.21
226787	721-0000-221.10-11	ARLINGTON HTS SCHOOL DIST 25	CASH IN LIEU OF LAND	$14,864.08	$14,864.08
226808	715-0000-220.93-00	CHARLES H MOELLER	BOND REFUND	$200.00	$200.00
226820	101-0000-421.05-00	WILLIAM CORMIER	REFUND VEHICLE STICKER	$12.00	$12.00
226827	715-0000-220.93-00	DAVE BERKOW	BOND REFUND	$200.00	$200.00
226829	235-0000-435.65-03	MARY DEPA	REFUND PARKING PERMIT	$40.00	$40.00
226830	101-0000-421.10-00	DJ MARGIS INC	OL REFUNDS	$130.00	$130.00
226832	101-0000-421.05-00	LINDA DYDIO	REFUND VEHICLE STICKER	$30.00	$30.00
226843	715-0000-220.93-00	FORTIS	BOND REFUND	$200.00	$200.00
226844	715-0000-220.93-00	FORTIS GROUND WERKS	BOND REFUND	$200.00	$200.00
226845	715-0000-220.93-00	FORTIS GROUND WERKS	BOND REFUND	$200.00	$200.00
226846	715-0000-220.93-00	FORTIS GROUND WERKS 20691	BOND REFUND	$200.00	$200.00
226847	715-0000-220.93-00	FORTIS GROUNDWERKS	BOND REFUND	$200.00	$200.00
226871	715-0000-220.93-00	IGOR MURADOV	BOND REFUND	$200.00	$200.00
226884	715-0000-220.93-00	JOHN SCHMIDT	BOND REFUND	$200.00	$200.00
226889	715-0000-220.93-00	KIMBERLY KUDRON	BOND REFUND	$200.00	$200.00
226890	101-0000-421.05-00	JULIE KOERNER	REFUND VEHICLE STICKER	$12.00	$12.00
226891	715-0000-220.93-00	KRISTIN KUEBLER 20-2972	BOND REFUND	$200.00	$200.00
226893	715-0000-220.93-00	LAMPIGNANO & SONS	BOND REFUND	$200.00	$200.00
226894	715-0000-220.93-00	LAMPIGNANO & SONS	BOND REFUND	$200.00	$200.00
226916	715-0000-220.93-00	MARK PATERSON	BOND REFUND	$200.00	$200.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226918	715-0000-220.93-00	PATRICK BORNHORSR	BOND REFUND	$200.00	$200.00
226935	715-0000-220.93-00	RENEE SPARAPAN	BOND REFUND	$200.00	$200.00
226946	715-0000-220.93-00	SARNELLI CONST.	BOND REFUND	$200.00	$200.00
226947	715-0000-220.93-00	SCARAVELLE CO	BOND REFUND	$200.00	$200.00
226955	101-0000-140.05-00	SELECT CHICAGO	ANNUAL MEMBERSHIP 2021	$1,500.00	$1,500.00
226971	721-0000-221.10-11	TOWNSHIP HIGH SCHOOL DIST #214	CASH IN LIEU OF LAND	$5,043.81	$5,043.81
226973	715-0000-220.93-00	TRACY LAFRANCE	BOND REFUND	$200.00	$200.00
802017	101-0000-210.95-00	RTA/CTA BENEFIT PROGRAM	RTA CTA BENEFIT PROGRAM	$92.75	$92.75
901646	101-0000-210.92-00	EMPLOYEE BENEFITS CORP	FSA MEDICAL	$1,717.27	$1,717.27
901647	511-0000-140.05-00	SOLID WASTE AGENCY	2021 TIPPING FEES	$122,180.17	$122,180.17
				Division 0 Total	$215,116.19
				Department 0 Total	$215,116.19

WARRANT REGISTER - GM0002

Department: 2 Integrated Services

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226791	101-0201-502.21-65	AT & T MOBILITY	ACCT 232106787838	$100.00	$100.00
226805	101-0201-502.22-15	CANON SOLUTIONS AMERICA	PAPER, OFFICE, MAILROOM	$28.12	$28.12
226990	101-0201-502.21-65	VERIZON WIRELESS	ACCT 88534852600001	$174.87	$174.87
				Division 1 Total	$302.99
				Department 2 Total	$302.99

WARRANT REGISTER - GM0002

Department: 3 Human Resources

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226805	101-0301-503.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$21.47	$21.47
226850	615-0301-552.42-75	GALLAGHER BASSETT SERVICES INC	CLAIMS - MEDICAL LOSS	$9,384.54	$9,384.54
	615-0301-552.42-80	GALLAGHER BASSETT SERVICES INC	CLAIMS - W/C	$964.24	$964.24
226911	605-0301-552.20-50	NORTHWEST COMMUNITY HOSPITAL	SERVICE HEALTH TESTING	$5,458.00	$14,509.00
			SERVICE HEALTH TESTING	$5,698.00	
			SERVICE HEALTH TESTING	$3,353.00	
226981	101-0301-503.21-65	VERIZON WIRELESS	ACCT 28544404900001	$116.85	$116.85
901648	605-0301-552.20-60	HMO ILLINOIS	HMO BILLING	$322,090.29	$322,090.29
				Division 1 Total	$347,086.39
				Department 3 Total	$347,086.39

WARRANT REGISTER - GM0002

Department: 4 Legal Department

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226811	101-0401-503.20-20	CLARK BAIRD SMITH LLP	LEGAL SERVICES	$2,058.75	$2,058.75
226819	101-0401-503.21-65	COOK COUNTY CLERK	RECORDING FEES	$302.00	$302.00
226839	101-0401-503.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	$44.54	$44.54
226921	101-0401-503.21-65	PETTY CASH	TAX SEARCHES	$100.00	$100.00
226969	101-0401-503.33-05	THOMSON REUTERS-WEST	INFORMATION CHARGES	$331.81	$331.81
227002	101-0401-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$140.90	$140.90
				Division 1 Total	$2,978.00
				Department 4 Total	$2,978.00

WARRANT REGISTER - GM0002

Department: 5 Finance

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226850	611-0501-552.42-60	GALLAGHER BASSETT SERVICES INC	CLAIMS - LIAB LOSSES	$2,370.00	$2,370.00
226861	101-0501-503.30-05	HARRIS TRUST & SAVINGS BANK	1099 PRO INC	$334.00	$391.93
			AMAZON.COM AN4FV2703	$17.94	
			MARTEL ELECTRONICS	$39.99	
226876	611-0501-552.42-61	INTERGOVERNMENTAL RISK MGMT AGENCY	CLAIM REIMBURSEMENT	$1,060.15	$1,060.15
226880	101-0501-503.22-02	INTL INSTITUTE MUN CLERKS	MEMBERSHIP RENEWAL	$215.00	$215.00
226887	101-0501-503.20-05	KELLY SERVICES	TEMP SERVICES	$1,026.08	$2,319.46
			TEMP SERVICES	$1,293.38	
226914	101-0501-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$208.49	$279.93
			OFFICE SUPPLIES, GENERAL	$37.48	
			OFFICE SUPPLIES, GENERAL	$33.96	
226953	505-0501-503.22-05	SEBIS DIRECT INC	SERVICE POSTAL	$5,708.93	$5,708.93
226954	101-0501-503.21-65	SEBIS DIRECT INC	PRINTING SERVICE	$125.00	$125.00
	101-0501-503.22-05	SEBIS DIRECT INC	POSTAGE	$113.93	$113.93
	101-0501-503.22-10	SEBIS DIRECT INC	PRINTING SERVICE	$242.68	$242.68
226964	505-0501-503.22-10	SUMMIT PRINT SOLUTIONS	WATERBILL INSERTS	$412.00	$412.00
226979	101-0501-503.21-65	VERIZON WIRELESS	ACCT 38508581800001	$49.53	$49.53
227002	101-0501-503.22-15	XEROX CORPORATION	PAPER, OFFICE, MAILROOM	$37.96	$63.96
			PAPER, OFFICE, MAILROOM	$26.00	
				Division 1 Total	$13,352.50
				Department 5 Total	$13,352.50

WARRANT REGISTER - GM0002

Department: 6 Information Technology

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226807	625-0601-572.50-10	CDS OFFICE TECHNOLOGIES	COMPUTERS,DP & WORD PROC.	$14,276.00	$14,276.00
226861	625-0601-553.30-05	HARRIS TRUST & SAVINGS BANK	CDW GOVT #4143568	$75.76	$75.76
	625-0601-572.50-10	HARRIS TRUST & SAVINGS BANK	AMAZON.COM 275BK13E3	$53.99	$4,486.32
			AMZN MKTP US 2009C9EL2	$120.00	
			AMZN MKTP US KK07W9WD3	$109.92	
			BESTBUYCOM806374378290	$286.84	
			CDS OFFICE TECHNOLOGIES	$140.00	
			DMI DELL HLTHCR/PTR	$2,968.53	
			AMZN MKTP US V05EX2WB3	$52.63	
			APPLE.COM/US	$484.44	
			BESTBUYCOM806384059653	$269.97	
226941	625-0601-553.30-05	SAIA MOTOR FREIGHT LINE LLC	SHIPPING/DELIVERY SERVICE	$25.00	$25.00
226958	625-0601-572.50-10	SOUTHERN COMPUTER WAREHOUSE	PD FORENSICS REPLACEMENT	$513.49	$513.49
226982	625-0601-553.21-65	VERIZON WIRELESS	ACCT 78036610800001	$425.79	$425.79
226987	625-0601-553.21-65	VERIZON WIRELESS	ACCT 68500580500001	$1,371.51	$1,371.51
226988	625-0601-553.21-65	VERIZON WIRELESS	ACCT 98726153700001	$648.31	$648.31
901649	625-0601-553.20-05	MUNICIPAL GIS PARTNERS INC	GIS STAFFING SERVICES	$13,932.80	$13,932.80
				Division 1 Total	$35,754.98
				Department 6 Total	$35,754.98

WARRANT REGISTER - GM0002

Department: 10 Boards & Commissions

Division: 8

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226817	101-1008-502.20-75	CONRAD POLYGRAPH INC	POLYGRAPH EXAM	$160.00	$160.00
				Division 8 Total	$160.00

Division: 18

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226883	515-1018-525.40-55	JOHN HERSEY HIGH SCHOOL	STIPEND TO HERSEY HS	$300.00	$300.00
226900	515-1018-525.40-55	LORELLE COMMUNICATIONS INC	SERVICE MISCELLANEOUS	$3,000.00	$3,000.00
				Division 18 Total	$3,300.00

Division: 22

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226838	515-1022-525.40-55	FASTSIGNS	SERVICE MISCELLANEOUS	$1,166.93	$1,166.93
				Division 22 Total	$1,166.93
				Department 10 Total	$4,626.93

WARRANT REGISTER - GM0002

Department: 30 Police Department

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226772	101-3001-511.21-65	ACCURATE DOCUMENT DESTRUCTION	SERVICE MISCELLANEOUS	$225.38	$225.38
226798	101-3001-511.21-65	BRIGHTSIDE CLINIC	SERVICE PROFESSIONAL	$775.00	$775.00
226816	101-3001-511.21-65	COMPASSION FUNERAL SERVICES INC	SERVICE MISCELLANEOUS	$322.50	$788.00
			SERVICE MISCELLANEOUS	$254.75	
			SERVICE MISCELLANEOUS	$210.75	
226822	101-3001-511.21-65	CRITICAL REACH	APBNET SERVICE	$1,104.00	$1,104.00
226824	101-3001-511.21-65	DACRA TECH LLG	SERVICE FEE	$1,209.00	$1,209.00
226836	101-3001-511.21-65	EXPERIAN	SERVICE MISCELLANEOUS	$50.24	$50.24
226855	101-3001-511.21-65	GOLF ROSE PET LODGE	SERVICE MISCELLANEOUS	$504.00	$639.00
			SERVICE MISCELLANEOUS	$63.00	
			SERVICE MISCELLANEOUS	$72.00	
226860	101-3001-511.21-65	GUARDIAN ALLIANCE TECHNOLOGIES INC	SERVICE PROFESSIONAL	$50.00	$150.00
			SERVICE PROFESSIONAL	$100.00	
226861	101-3001-511.22-03	HARRIS TRUST & SAVINGS BANK	NATIONAL ASSOCIATION O	$495.00	$495.00
	101-3001-511.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON.COM M23JP54S3	$27.16	$35.96
			TARGET 00011767	$8.80	
	101-3001-511.33-05	HARRIS TRUST & SAVINGS BANK	GRAND FRAME INC	$400.00	$2,000.00
			GRAND FRAME INC	$1,600.00	
	101-3001-511.33-25	HARRIS TRUST & SAVINGS BANK	HOMEDEPOT.COM	$478.96	$1,422.50
			POLICESTORE.COM	$213.49	
			AMAZON.COM 8A5LV52O3	$27.98	
			BROWNELLS INC	$64.24	
			POLICESTORE.COM	$17.90	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226861	101-3001-511.33-25	HARRIS TRUST & SAVINGS BANK	WWW.C3SPORTS.COM	$619.93	$1,422.50
226868	101-3001-511.33-25	HOME DEPOT CREDIT SERVICES	POLICE EQUIPMENT & SUPPLY	$399.00	$399.00
226869	101-3001-511.30-35	HUDGENS STEVEN	CLOTHING REIMBURSEMENT	$363.97	$363.97
226872	101-3001-511.22-03	IL ASSOC OF CHIEFS OF POLICE	REGISTRATION	$150.00	$150.00
226876	101-3001-511.18-99	INTERGOVERNMENTAL RISK MGMT AGENCY	OVRPYMT CLAIM 178380-01	$4,615.93	$4,615.93
226882	101-3001-511.30-35	JG UNIFORMS	CLOTHING AND APPAREL	$188.95	$1,752.59
			CLOTHING AND APPAREL	$263.27	
			CLOTHING AND APPAREL	$130.00	
			CLOTHING AND APPAREL	$50.98	
			CLOTHING AND APPAREL	$30.50	
			CLOTHING AND APPAREL	$283.89	
			CLOTHING AND APPAREL	$273.20	
			CLOTHING AND APPAREL	$531.80	
226885	101-3001-511.22-03	KANE COUNTY SHERIFFS OFFICE	REGISTRATION	$1,500.00	$1,500.00
226888	101-3001-511.22-03	KIESLER POLICE SUPPLY & AMMUNITION	SHIPPING/DELIVERY SERVICE	$28.00	$3,028.00
			TRAINING	$3,000.00	
	101-3001-511.33-25	KIESLER POLICE SUPPLY & AMMUNITION	POLICE EQUIPMENT & SUPPLY	$744.00	$744.00
226899	101-3001-511.21-65	LIVE 4 LALI INC	CARE PROGRAM	$6,212.00	$6,212.00
226914	101-3001-511.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$65.99	$406.00
			OFFICE SUPPLIES, GENERAL	$212.18	
			OFFICE SUPPLIES, GENERAL	$127.83	
226919	101-3001-511.30-35	PECORA JR, NICHOLAS	REIMBURSEMENT	$127.10	$127.10
226922	101-3001-511.22-03	PETTY CASH/POLICE	GAS	$10.07	$10.07
	101-3001-511.30-05	PETTY CASH/POLICE	ENVELOPES	$21.59	$21.59
	101-3001-511.33-25	PETTY CASH/POLICE	DISTILLED WATER	$1.39	$1.39

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226930	235-3001-532.33-05	RADARSIGN	SUPPLIES	$1,000.00	$1,000.00
226932	101-3001-511.22-05	RAY O'HERRON	SHIPPING CHARGE	$3.28	$3.28
226934	101-3001-511.30-35	RED WING BUSINESS ADVANTAGE ACCT	CLOTHING & APPAREL	$144.99	$144.99
226944	101-3001-511.30-05	SAMS CLUB/SYNCHRONY BANK	OFFICE SUPPLIES, GENERAL	$220.86	$220.86
226956	101-3001-511.30-05	SHERWIN ACE HARDWARE	OFFICE SUPPLIES, GENERAL	$34.57	$34.57
226969	101-3001-511.21-65	THOMSON REUTERS-WEST	SERVICE PROFESSIONAL	$560.15	$560.15
226970	235-3001-532.22-10	TOTAL PRINT SOLUTIONS	PRINTING SERVICE	$6,185.95	$6,185.95
226974	101-3001-511.30-05	ULINE INC	SUPPLIES	($147.13)	$0.00
			SUPPLIES	$147.13	
226975	401-3001-572.50-15	ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT	$1,104.95	$1,104.95
226980	235-3001-532.33-05	VERIZON WIRELESS	ACCT 54209747800003	$35.01	$35.01
				Division 1 Total	$37,515.48

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226861	231-3003-511.40-01	HARRIS TRUST & SAVINGS BANK	SP REDLINE K-9	$50.41	$50.41
226943	231-3003-511.40-11	SAMCYCLE ELECTRIC BIKES	BICYCLE	$1,800.00	$1,800.00
226952	231-3003-511.40-01	SCIENTIFIC ANIMAL FEEDS AND NEEDS	CANINE UNIT PROGRAM	$81.99	$211.65
			CANINE UNIT PROGRAM	$69.59	
			CANINE UNIT PROGRAM	$60.07	
226967	231-3003-511.40-11	TECHNOLOGY MANAGEMENT REV FUND	POLICE EQUIPMENT & SUPPLY	$132.81	$132.81
				Division 3 Total	$2,194.87
				Department 30 Total	$39,710.35

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Department: 35 Fire

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226794	101-3501-512.22-03	BARONE ROBERT M	CLASS REIMBURSEMENT	$44.95	$44.95
226805	101-3501-512.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$15.32	$15.32
226806	101-3501-512.33-50	CAREMAX SUPPLY	HEALTH/FIRE SURG SUPPLIES	$359.10	$359.10
226828	101-3501-512.33-50	DELTA GLOVES	HEALTH/FIRE SURG SUPPLIES	$2,389.31	$2,389.31
226840	101-3501-512.30-35	FIRESERVICE MANAGEMENT	TURNOUT GEAR REPAIR	$213.68	$213.68
226849	101-3501-512.22-03	FRAIDER RONALD	TUITION REIMBURSEMENT	$1,182.30	$1,182.30
226851	101-3501-512.30-35	GALLS LLC	CLOTHING & APPAREL	$100.00	$100.00
226867	101-3501-512.31-65	HENRY SCHEIN MATRX MEDICAL	EQUIPMENT BAG	$333.00	$333.00
	101-3501-512.33-50	HENRY SCHEIN MATRX MEDICAL	SAFETY & FIRST AID EQUIP.	$8,748.00	$8,748.00
226914	101-3501-512.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$469.79	$623.03
			OFFICE SUPPLIES, GENERAL	$98.83	
			OFFICE SUPPLIES, GENERAL	$54.41	
226920	101-3501-512.33-50	PENNCARE	PROCEDURE MASKS	$600.00	$600.00
226923	101-3501-512.22-03	ANTHONY PICCOLO	TUITION REIMBURSEMENT	$2,208.00	$2,208.00
226927	101-3501-512.33-50	QUADMED INC	HEALTH/FIRE SURG SUPPLIES	$1,030.14	$4,120.56
			HEALTH/FIRE SURG SUPPLIES	$2,575.35	
			HEALTH/FIRE SURG SUPPLIES	$515.07	
226938	101-3501-512.22-03	ROMEOVILLE FIRE DEPARTMENT	TRAVEL & TRAINING	$400.00	$400.00
226956	101-3501-512.31-45	SHERWIN ACE HARDWARE	JANITORIAL SUPPLIES	$23.98	$23.98
	101-3501-512.31-65	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$23.18	$33.95
			HARDWARE SUPPLIES	$10.77	
226962	101-3501-512.21-02	STRYKER SALES CORP	SERVICE MISCELLANEOUS	$18,670.00	$18,670.00
	101-3501-512.33-50	STRYKER SALES CORP	EMERGENCY MEDICAL SUPPLY	$418.60	$418.60

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226964	101-3501-512.22-10	SUMMIT PRINT SOLUTIONS	BUSINESS CARDS	$50.00	$50.00
226965	101-3501-512.33-05	SYLVIA'S FLOWERS INC	FUNERAL FLOWERS	$77.99	$77.99
226977	101-3501-512.22-05	UPS STORE #1051	SHIPPING/DELIVERY SERVICE	$69.48	$69.48
226989	101-3501-512.21-65	VERIZON WIRELESS	ACCT 44205897800001	$930.05	$930.05
226994	101-3501-512.30-35	VISION MARKETING	ACCOUNTABILITY TAGS	$35.30	$35.30
226999	101-3501-512.31-65	WITMER PUBLIC SAFETY GROUP	SENSOR SOLUTION	$68.36	$68.36
227000	101-3501-512.30-35	WS DARLEY & CO	CLOTHING & APPAREL	$53.74	$372.33
			CLOTHING & APPAREL	$318.59	
227002	101-3501-512.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$26.00	$104.00
			OFFICE MACHINES & ACCESS	$26.00	
			OFFICE MACHINES & ACCESS	$26.00	
			OFFICE MACHINES & ACCESS	$26.00	
227005	101-3501-512.31-45	ZEP MANUFACTURING CO	JANITORIAL SUPPLIES	$343.14	$343.14
				Division 1 Total	$42,534.43
				Department 35 Total	$42,534.43

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Department: 37 Foreign Fire Insurance

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226771	227-3701-512.50-15	ABT ELECTRONICS	TREADMILL REPAIR	$105.00	$105.00
226834	227-3701-512.22-03	KERT EVANS	TUITION REIMBURSEMENT	$441.41	$441.41
227004	227-3701-512.22-03	CARSON ZASTROW	TUITION REIMBURSEMENT	$225.00	$225.00
				Division 1 Total	$771.41
				Department 37 Total	$771.41

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Department: 40 Planning

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226825	101-4001-521.22-01	DAILY HERALD	ADVERTISING	$283.50	$283.50
226838	101-4001-521.40-41	FASTSIGNS	FOAM BOARDS	$215.13	$215.13
226897	101-4001-521.21-65	LEGRAND REPORTING & VIDEO SERVICES	MEETING SERVICES	$245.05	$435.50
			MEETING SERVICES	$190.45	
226914	101-4001-521.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$706.11	$706.11
226963	101-4001-521.40-41	SUBURBAN FAMILY MAGAZINE	ADVERTISING	$550.00	$550.00
226992	101-4001-521.21-65	VERIZON WIRELESS	ACCT 38042002700001	$184.23	$184.23
227002	101-4001-521.22-15	XEROX CORPORATION	PAPER, OFFICE, MAILROOM	$37.96	$75.92
			PAPER, OFFICE, MAILROOM	$37.96	
				Division 1 Total	$2,450.39
				Department 40 Total	$2,450.39

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Department: 45 Building

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226826	101-4501-523.30-01	DAILY HERALD	ANNUAL SUBSCRIPTION	$449.80	$449.80
226838	101-4501-523.22-10	FASTSIGNS	ENGRAVED NAME PLATES	$41.05	$41.05
226857	101-4501-523.20-05	GOVTEMPSUSA LLC	SERVICE PROFESSIONAL	$5,169.50	$10,094.00
			SERVICE PROFESSIONAL	$4,924.50	
226859	101-4501-523.20-35	GRIVAS KRAUSE ASSOCIATES LTD	ENGINEERING REVIEW	$250.00	$250.00
226861	101-4501-523.22-03	HARRIS TRUST & SAVINGS BANK	INTL CODE COUNCIL INC	$69.00	$69.00
	101-4501-523.30-05	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US AK95X8GV3	$25.76	$25.76
	101-4501-523.33-05	HARRIS TRUST & SAVINGS BANK	ZONES INC	$276.67	$276.67
226878	101-4501-523.22-02	INTL CODE COUNCIL INC	MEMBERSHIP RENEWAL	$265.00	$265.00
226954	101-4501-523.21-65	SEBIS DIRECT INC	PRINTING SERVICE	$125.00	$125.00
	101-4501-523.22-05	SEBIS DIRECT INC	POSTAGE	$113.92	$113.92
	101-4501-523.22-10	SEBIS DIRECT INC	PRINTING SERVICE	$242.67	$242.67
226970	101-4501-523.22-10	TOTAL PRINT SOLUTIONS	INSPECTION FORMS	$130.00	$130.00
226972	101-4501-523.20-05	TPI	DATA CLERK TPI	$3,697.50	$3,697.50
226983	101-4501-523.21-65	VERIZON WIRELESS	ACCT 54209747800002	$144.04	$144.04
226984	101-4501-523.21-65	VERIZON WIRELESS	ACCT 54209747800001	$362.05	$362.05
227002	101-4501-523.21-65	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$26.00	$52.00
			OFFICE MACHINES & ACCESS	$26.00	
				Division 1 Total	$16,338.46
				Department 45 Total	$16,338.46

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Department: 70 Health

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226780	101-7001-541.22-40	AMERICAN TAXI	TAXI SERVICE	$48.00	$48.00
226798	101-7001-541.20-25	BRIGHTSIDE CLINIC	COUNSELING	$350.00	$350.00
226800	101-7001-541.40-60	BROOK RUN APARTMENTS	RHAP PROGRAM	$962.89	$962.89
226805	401-7001-572.50-10	CANON SOLUTIONS AMERICA	PAPER, OFFICE, MAILROOM	$5,000.00	$5,000.00
226856	101-7001-541.21-02	GORDON STOWE ASSOCIATES INC	EQUIPMENT MAINTENANCE	$560.00	$560.00
226861	101-7001-541.21-02	HARRIS TRUST & SAVINGS BANK	RECREATION SUPPLY COMP	$81.81	$81.81
	101-7001-541.21-65	HARRIS TRUST & SAVINGS BANK	SFAX	$29.00	$29.00
	101-7001-541.22-02	HARRIS TRUST & SAVINGS BANK	IL PUBLIC HEALTH ASSOC	$500.00	$500.00
	101-7001-541.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON.COM R71GY72N3	$57.61	$57.61
	101-7001-541.33-10	HARRIS TRUST & SAVINGS BANK	AMERICAN HEART SHOPCPR	$146.00	$394.71
			SANOFI PASTEUR INC	$248.71	
	101-7001-541.40-57	HARRIS TRUST & SAVINGS BANK	MOTEL 6 ARLINGTON HEIG	$98.54	$243.86
			COMFORT INN IL464	$72.66	
			COMFORT INN IL464	$72.66	
226896	101-7001-541.40-60	STEFAN LAXGANG	RHAP PROGRAM	$1,150.00	$1,150.00
226905	101-7001-541.33-10	MC KESSON MEDICAL SURGICAL	NURSING CLINIC SUPPLIES	$858.83	$858.83
226914	101-7001-541.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$41.24	$732.23
			OFFICE SUPPLIES, GENERAL	$690.99	
226929	101-7001-541.21-02	RAD ELEC INC	RADON EQUIPMENT MAINT	$260.00	$260.00
226961	101-7001-541.20-25	STEPHANIE GUREWITZ LCSW CYT	COUNSELING	$675.00	$1,575.00
			COUNSELING	$600.00	
			COUNSELING	$300.00	
226991	101-7001-541.21-65	VERIZON WIRELESS	ACCT 88556712200001	$278.61	$278.61

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
				Division 1 Total	$13,082.55

Division: 7

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226805	101-7007-541.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$21.98	$21.98
226812	101-7007-541.31-65	COLAGROSSI, TRACEY	VOLUNTEER RECOGNITION	$287.84	$287.84
226861	101-7007-541.21-02	HARRIS TRUST & SAVINGS BANK	AMAZON.COM LN4QY52Z3 A	$300.22	$576.39
			ENGRAVED PLAQUES	$276.17	
	101-7007-541.21-65	HARRIS TRUST & SAVINGS BANK	CATERED BY DESIGN	$415.00	$662.82
			IN SENSOURCE, INC.	$140.00	
			PESCHES GARDEN CENTER	$107.82	
	101-7007-541.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON.COM 0N1VE0EC3 A	$174.84	$174.84
	101-7007-541.31-65	HARRIS TRUST & SAVINGS BANK	INSTACART	($157.35)	$387.05
			INSTACART	($114.48)	
			INSTACART	$114.48	
			INSTACART	$157.35	
			NCOA	$387.05	
226914	101-7007-541.21-02	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$119.99	$119.99
	101-7007-541.31-65	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$38.89	$38.89
				Division 7 Total	$2,269.80
				Department 70 Total	$15,352.35

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Department: 71 Public Works

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226771	401-7101-571.50-20	ABT ELECTRONICS	APPLIANCES	$98.00	$98.00
226773	101-7101-531.31-55	ADDISON BUILDING MATERIAL CO	HARDWARE SUPPLIES	$12.23	$12.23
226775	101-7101-531.21-11	AFTERMATH	BIOHAZARD CLEANUP	$155.00	$310.00
			BIOHAZARD CLEANUP	$155.00	
226779	101-7101-531.21-11	AMERICAN DOOR & DOCK	SERVICE BLDG MAINT	$2,856.02	$2,856.02
226782	101-7101-531.21-55	APEX LANDSCAPING INC	LANDSCAPING	$8,528.00	$8,528.00
226783	101-7101-531.31-55	AQUALAB WATER TREATMENT INC	HVAC SERVICE	$100.00	$300.00
			HVAC SERVICE	$100.00	
			HVAC SERVICE	$100.00	
226788	101-7101-531.21-15	ASTI SAWING INC	SIDEWALK SAW CUTTING	$4,000.00	$4,000.00
226789	101-7101-531.22-70	AT & T	ACCT 84759060006156	$1,048.19	$1,048.19
226790	101-7101-531.22-70	AT & T	ACCT 217S667106106	$1,579.92	$1,579.92
226792	101-7101-531.21-11	AUTOMATIC DOORS INC	SERVICE BLDG MAINT	$450.00	$450.00
226796	101-7101-531.20-05	BAXTER & WOODMAN	CONSULTING ENGINEERS	$375.00	$375.00
226797	101-7101-531.30-35	BRAND IT ON APPAREL CO	CLOTHING & APPAREL	$557.25	$557.25
226799	101-7101-531.31-65	BRONNER'S COMMERCIAL DISPLAY	HOLIDAY LIGHTS	$4,282.00	$4,282.00
226801	211-7101-571.50-40	BUILDERS PAVING LLC	SERVICE CONSTRUCTION	$19,786.89	$19,786.89
	401-7101-571.50-30	BUILDERS PAVING LLC	SERVICE CONSTRUCTION	$5,256.64	$5,256.64
226803	101-7101-531.31-65	BUSHNELL INC	STREETS SUPPLIES	$95.46	$95.46
226805	101-7101-531.22-15	CANON SOLUTIONS AMERICA	COPIER MAINTENANCE	$8.15	$8.15
226814	101-7101-531.22-70	COMCAST CABLE	ACCT 8771 10 072 0048998	$21.07	$21.07
226818	401-7101-571.50-30	CONSTRUCTION & GEOTECHNICAL	SERVICE CONSULTING	($3,395.00)	$4,741.25
			SERVICE CONSULTING	$3,395.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226818	401-7101-571.50-30	CONSTRUCTION & GEOTECHNICAL	SERVICE CONSULTING	$4,741.25	$4,741.25
226821	401-7101-571.50-30	CRAWFORD MURPHY AND TILLY	SERVICE CONSULTING	$3,395.00	$3,395.00
226823	101-7101-531.21-02	CYBOR FIRE PROTECTION CO	SERVICE BLDG MAINT	$558.00	$558.00
226831	101-7101-531.31-65	DULTMEIER SALES LLC	HARDWARE SUPPLIES	$720.50	$720.50
226835	401-7101-572.50-15	EXCEL LTD INC	STREET LIGHT SUPPLIES	$13,872.00	$13,872.00
226837	401-7101-571.50-30	HAJIZADEH FARLBORZ	RESIDENT REIMBURSEMENT	$438.75	$438.75
226841	101-7101-531.21-55	FLECKS LANDSCAPING	LANDSCAPING	$3,462.00	$3,902.80
			LANDSCAPING	$440.80	
226852	101-7101-531.30-39	GAS DEPOT INC	FUEL,OIL,GREASE, & LUBES	$13,386.71	$26,462.85
			FUEL,OIL,GREASE, & LUBES	$13,076.14	
226857	101-7101-531.20-05	GOVTEMPSUSA LLC	SERVICE PROFESSIONAL	$3,260.25	$5,717.25
			SERVICE PROFESSIONAL	$2,457.00	
226863	101-7101-531.21-02	HAYES MECHANICAL	SERVICE BLDG MAINT	$665.60	$4,568.34
			SERVICE BLDG MAINT	$860.08	
			HVAC MAINTENANCE	$900.71	
			HVAC MAINTENANCE	$847.31	
			HVAC MAINTENANCE	$539.01	
			HVAC MAINTENANCE	$291.17	
			HVAC MAINTENANCE	$464.46	
226866	101-7101-531.21-62	HENDRICKSEN ROBERT W COMPANY	LANDSCAPING	$2,676.00	$2,676.00
	426-7101-571.50-25	HENDRICKSEN ROBERT W COMPANY	LANDSCAPING	$5,859.00	$5,859.00
226874	101-7101-531.22-15	IMPACT NETWORKING LLC	COPIER MAINTENANCE	$1,005.00	$1,005.00
226875	101-7101-531.21-11	INDUSTRIAL DOOR CO	SERVICE BLDG MAINT	$433.00	$433.00
226879	101-7101-531.21-11	INTL EXTERMINATORS INC	PEST CONTROL	$60.00	$1,185.00
			PEST CONTROL	$60.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226879	101-7101-531.21-11	INTL EXTERMINATORS INC	PEST CONTROL	$432.00	$1,185.00
			PEST CONTROL	$93.00	
			PEST CONTROL	$60.00	
			PEST CONTROL	$60.00	
			PEST CONTROL	$120.00	
			PEST CONTROL	$65.00	
			PEST CONTROL	$88.00	
			PEST CONTROL	$88.00	
			PEST CONTROL	$59.00	
226881	401-7101-572.50-15	JAMAR TECHNOLOGIES INC	RADAR RECORDER KIT	$4,344.00	$4,344.00
226886	401-7101-571.50-30	KIMBERLY KEDRON	RESIDENT REIMBURSEMENT	$731.25	$731.25
226892	101-7101-531.22-10	KWIK BUSINESS PRINTING	PRINTING SERVICE	$208.16	$208.16
226901	101-7101-531.31-65	LOWES COMMERCIAL SERVICES	DECORATIONS	$143.27	$143.27
	101-7101-531.31-90	LOWES COMMERCIAL SERVICES	STREET/SIDEWALK SUPPLIES	$8.35	$8.35
226904	401-7101-571.50-30	MARTAM CONSTRUCTION INC	SERVICE CONSTRUCTION	$34,231.87	$34,231.87
	401-7101-571.50-45	MARTAM CONSTRUCTION INC	SERVICE CONSTRUCTION	$5,688.68	$5,688.68
226907	101-7101-531.21-01	MEADE ELECTRIC CO INC	TRAFFIC EMERGENCY EQUIP.	$76.02	$76.02
226912	101-7101-531.31-55	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL EQUIP.& SUPPLY	$21.55	$148.01
			ELECTRICAL EQUIP.& SUPPLY	$96.71	
			ELECTRICAL EQUIP.& SUPPLY	$29.75	
226914	101-7101-531.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$26.98	$533.28
			OFFICE SUPPLIES, GENERAL	$186.89	
			OFFICE SUPPLIES, GENERAL	$95.73	
			OFFICE SUPPLIES, GENERAL	$173.90	
			OFFICE SUPPLIES, GENERAL	$49.78	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226915	101-7101-531.22-70	PACIFIC TELEMANAGEMENT SERVICES	PAY PHONES	$153.00	$153.00
226921	101-7101-531.31-65	PETTY CASH	KITCHEN SUPPLIES	$43.36	$43.36
226924	101-7101-531.21-15	POTHOLE PROS INC	SERVICE CONSTRUCTION	$5,088.00	$6,784.00
			SERVICE CONSTRUCTION	$1,696.00	
226925	101-7101-531.22-70	PRECISE MRM LLC	SENSOR	$334.70	$790.70
			DATA PLAN	$456.00	
226931	401-7101-572.50-15	RADICOM	REPAIR SERVICE EQUIPMENT	$22,390.16	$22,390.16
226934	101-7101-531.30-35	RED WING BUSINESS ADVANTAGE ACCT	CLOTHING & APPAREL	$79.99	$79.99
226942	401-7101-571.50-30	DAN SALBEGO	RESISENT REIMBURSEMENT	$60.00	$60.00
226949	101-7101-531.21-15	SCHROEDER AND SCHROEDER	SERVICE CONSTRUCTION	$30,706.82	$30,706.82
226950	101-7101-531.21-15	SCHROEDER ASPHALT	SERVICE CONSTRUCTION	$102,146.93	$102,146.93
226956	101-7101-531.31-55	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$28.97	$28.97
	101-7101-531.31-65	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$17.16	$17.16
	101-7101-531.31-75	SHERWIN ACE HARDWARE	TRAFFIC SIGNAL SUPPLIES	$11.96	$25.92
			STREET LIGHT SUPPLIES	$4.78	
			STREET LIGHT SUPPLIES	$9.18	
	101-7101-531.31-90	SHERWIN ACE HARDWARE	STREET/SIDEWALK SUPPLIES	$73.98	$103.95
			STREET/SIDEWALK SUPPLIES	$29.97	
226960	101-7101-531.31-75	STEINER ELECTRIC	STREET LIGHT SUPPLIES	$7,743.50	$22,257.49
			STREET LIGHT SUPPLIES	$12,808.25	
			STREET LIGHT SUPPLIES	$987.36	
			STREET LIGHT SUPPLIES	$718.38	
226985	101-7101-531.22-70	VERIZON WIRELESS	ACCT 64202486400001	$252.88	$252.88
226993	101-7101-531.22-70	VERIZON WIRELESS	ACCT 58675303500001	$3,017.63	$3,017.63
226996	101-7101-531.30-39	WEX BANK	FUEL,OIL,GREASE, & LUBES	$10.21	$10.21

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226997	101-7101-531.20-05	WILSON CONSULTING	SERVICE PROFESSIONAL	$375.00	$375.00
227001	101-7101-531.22-15	XEROX CORPORATION	COPIER MAINTENANCE	$85.00	$85.00
802018	101-7101-531.21-50	CONSTELLATION NEW ENERGY INC	ACCT 920545-13	$668.97	$14,714.27
			ACCT 920545-12	$14,045.30	
802019	101-7101-531.21-50	NICOR	ACCT 06802945268	$38.96	$7,510.03
			ACCT 15839647334	$61.25	
			ACCT 19426400008	$132.48	
			ACCT 25422686599	$1,703.05	
			ACCT 28178600004	$150.29	
			ACCT 38096400007	$215.47	
			ACCT 38178600003	$69.05	
			ACCT 40178600009	$48.82	
			ACCT 43278600002	$170.51	
			ACCT 53278600001	$276.84	
			ACCT 55616726109	$1,459.39	
			ACCT 58401600000	$203.87	
			ACCT 72489260108	$284.32	
			ACCT 95407400001	$649.07	
			ACCT 96945600003	$1,523.72	
			ACCT 97034457784	$522.94	
802020	101-7101-531.22-70	AT & T	ACCT 84725334382001	$104.74	$523.36
			ACCT 84734215365273	$48.97	
			ACCT 84739208661733	$52.37	
			ACCT 84739271083278	$50.30	
			ACCT 84739420624707	$48.97	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
802020	101-7101-531.22-70	AT & T	ACCT 84739443682112	$48.97	$523.36
			ACCT 84739893361501	$54.97	
			ACCT 84739893901330	$57.18	
			ACCT 84759391411742	$56.89	
802021	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	ACCT 3183115007	$7.78	$1,307.44
			ACCT 4103039009	$384.63	
			ACCT 4321662000	$496.97	
			ACCT 4643388009	$418.06	
				Division 1 Total	$384,596.72
				Department 71 Total	$384,596.72

WARRANT REGISTER - GM0002

Department: 72 Water and Sewer

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226773	505-7201-561.31-55	ADDISON BUILDING MATERIAL CO	SERVICE BLDG MAINT	$70.20	$70.20
226776	505-7201-561.31-60	ALEXANDER CHEMICAL CORP	CYLINDER DEPOSIT	($600.00)	$498.50
			CHLORINE GAS	$1,698.50	
			CYLINDER DEPOSIT	($600.00)	
226777	505-7201-561.21-36	ALTORFER INDUSTRIES	RENTAL/LEASE EQUIPMENT	$3,040.25	$3,040.25
226793	505-7201-561.22-03	AWWA ILLINOIS SECTION	TRAVEL & TRAINING	$224.00	$224.00
226797	505-7201-561.30-35	BRAND IT ON APPAREL CO	CLOTHING & APPAREL	$557.25	$557.25
226804	505-7201-561.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	$20,217.68	$20,217.68
	505-7201-561.21-62	C C CARTAGE INC	SERVICE DISPOSAL	$5,222.69	$5,222.69
	505-7201-561.31-90	C C CARTAGE INC	STREET/SIDEWALK SUPPLIES	$1,283.15	$10,495.57
			STREET/SIDEWALK SUPPLIES	$9,212.42	
226813	505-7201-561.22-70	COMCAST CABLE	ACCT 8771 10 072 0048980	$2.10	$2.10
226815	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0705092066	$169.61	$169.61
226831	505-7201-561.50-15	DULTMEIER SALES LLC	WATER SEWER SYSTEM SUPPLY	$3,298.50	$3,298.50
226841	505-7201-561.21-25	FLECKS LANDSCAPING	WATER SEWER SYSTEM SUPPLY	$1,800.00	$1,800.00
226842	505-7201-561.31-05	FOREMAN JOSEPH D AND CO	WATER SEWER SYSTEM SUPPLY	$483.00	$483.00
226848	505-7201-561.31-02	FOX SPRINKLER SUPPLY CORP	WATER SEWER SYSTEM SUPPLY	$2,218.64	$2,218.64
226858	505-7201-561.31-55	GRAINGER W W INC	HARDWARE SUPPLIES	$62.31	$3,707.74
			HVAC EQUIPMENT SUPPLIES	$3,508.17	
			ELECTRICAL EQUIP.& SUPPLY	$137.26	
	505-7201-561.31-85	GRAINGER W W INC	HARDWARE SUPPLIES	$12.96	$12.96
	505-7201-561.33-05	GRAINGER W W INC	WATER SEWER SYSTEM SUPPLY	$53.17	$53.17
226862	505-7201-561.22-02	MIKE HASSENAUER	MEMBERSHIP DUES	$83.00	$83.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226862	505-7201-561.22-03	MIKE HASSENAUER	TRAINING REIMBURSEMENT	$250.00	$250.00
226864	505-7201-561.21-35	HBK WATER METER SERVICE INC	WATER SEWER SYSTEM SUPPLY	$7,918.80	$27,819.33
			WATER SEWER SYSTEM SUPPLY	$18,980.00	
			WATER SEWER SYSTEM SUPPLY	$920.53	
	505-7201-561.31-02	HBK WATER METER SERVICE INC	WATER SEWER SYSTEM SUPPLY	$511.00	$511.00
226865	505-7201-561.31-90	HELLER LUMBER CO	WATER SEWER SYSTEM SUPPLY	$212.80	$212.80
226870	505-7201-561.31-65	IDEXX DISTRIBUTION INC	WATER SEWER SYSTEM SUPPLY	$18.23	$18.23
226901	505-7201-561.31-02	LOWES COMMERCIAL SERVICES	PLUMBING EQUIP FIXT,SUPP	$54.77	$65.85
			PLUMBING EQUIP FIXT,SUPP	$5.58	
			PLUMBING EQUIP FIXT,SUPP	$5.50	
	505-7201-561.31-07	LOWES COMMERCIAL SERVICES	WATER SEWER SYSTEM SUPPLY	$797.30	$797.30
	505-7201-561.31-55	LOWES COMMERCIAL SERVICES	PAINT & EQUIPMENT	$54.04	$54.04
	505-7201-561.31-65	LOWES COMMERCIAL SERVICES	HVAC EQUIPMENT SUPPLIES	$94.92	$94.92
	505-7201-561.31-85	LOWES COMMERCIAL SERVICES	HAND TOOLS-POWER/NON POW	$636.62	$734.47
			HAND TOOLS-POWER/NON POW	$97.85	
226908	505-7201-561.33-05	MENONI & MECOGNI	WATER SEWER SYSTEM SUPPLY	$880.05	$880.05
226912	505-7201-561.31-55	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL EQUIP.& SUPPLY	($201.03)	($67.70)
			WATER SEWER SYSTEM SUPPLY	$133.33	
	505-7201-561.33-05	NORTHWEST ELECTRICAL SUPPLY CO	WATER SEWER SYSTEM SUPPLY	$29.77	$50.20
			ELECTRICAL EQUIP.& SUPPLY	$20.43	
226913	505-7201-561.33-05	O'LEARY'S CONTRACTOR EQUIPMENT	WATER SEWER SYSTEM SUPPLY	$1,475.00	$1,475.00
226914	505-7201-561.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$14.99	$434.78
			OFFICE SUPPLIES, GENERAL	$43.25	
			OFFICE SUPPLIES, GENERAL	$13.39	
			OFFICE SUPPLIES, GENERAL	$363.15	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226914	505-7201-561.50-10	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$1,399.95	$2,061.40
			OFFICE SUPPLIES, GENERAL	$382.60	
			OFFICE SUPPLIES, GENERAL	$278.85	
226921	505-7201-561.31-65	PETTY CASH	EVENT SUPPLIES	$31.82	$31.82
226925	505-7201-561.22-70	PRECISE MRM LLC	WATER SEWER SYSTEM SUPPLY	$334.70	$790.70
			DATA PLAN	$456.00	
226926	505-7201-561.31-65	PRO SAFETY INC	WATER SEWER SYSTEM SUPPLY	$581.40	$581.40
226934	505-7201-561.30-35	RED WING BUSINESS ADVANTAGE ACCT	CLOTHING & APPAREL	$161.49	$553.44
			CLOTHING & APPAREL	$200.00	
			CLOTHING & APPAREL	$191.95	
226936	505-7201-561.20-05	RJN GROUP INC	SERVICE CONSULTING	$493.22	$493.22
226948	505-7201-561.22-02	KEIL SCHAEDEL	HAZMAT CERT REIMBURSEMENT	$86.50	$86.50
	505-7201-561.22-03	KEIL SCHAEDEL	TRAINING REIMBURSEMENT	$250.00	$333.00
			MEMBERSHIP DUES	$83.00	
226949	505-7201-561.21-30	SCHROEDER AND SCHROEDER	SERVICE CONSTRUCTION	$76,069.68	$76,069.68
226950	505-7201-561.21-30	SCHROEDER ASPHALT	SERVICE CONSTRUCTION	$96,350.79	$96,350.79
226956	505-7201-561.31-01	SHERWIN ACE HARDWARE	WATER SEWER SYSTEM SUPPLY	$61.86	$61.86
	505-7201-561.33-05	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$18.72	$29.86
			HARDWARE SUPPLIES	$7.16	
			HAND TOOLS-POWER/NON POW	$3.98	
226957	505-7201-561.33-05	SIGNS BY TOMORROW	VH ACRYLIC SHIELDS	$175.00	$175.00
226959	505-7201-561.33-05	STANDARD EQUIPMENT CO	WATER SEWER SYSTEM SUPPLY	$3,340.94	$3,340.94
226966	505-7201-561.21-35	TAYLOR PLUMBING	WATER SEWER SYSTEM SUPPLY	$3,555.20	$22,283.78
			WATER SEWER SYSTEM SUPPLY	$16,216.79	
			WATER SEWER SYSTEM SUPPLY	$2,511.79	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226968	505-7201-561.31-02	TEST GAUGE INC	WATER SEWER SYSTEM SUPPLY	$4,598.77	$4,598.77
226974	505-7201-561.50-20	ULINE INC	STORAGE SUPPLIES	$1,906.08	$1,906.08
226977	505-7201-561.22-05	UPS STORE #1051	SHIPPING/DELIVERY SERVICE	$96.24	$96.24
226978	505-7201-561.31-05	USA BLUEBOOK	WATER SEWER SYSTEM SUPPLY	$2,163.38	$2,163.38
	505-7201-561.33-05	USA BLUEBOOK	WATER SEWER SYSTEM SUPPLY	$128.34	$128.34
226986	505-7201-561.22-70	VERIZON WIRELESS	ACCT 78635116200001	$1,264.08	$1,264.08
226993	505-7201-561.22-70	VERIZON WIRELESS	ACCT 58675303500001	$2,011.76	$2,011.76
227006	505-7201-561.31-01	ZIEBELL WATER SERVICE PRODUCTS	WATER SEWER SYSTEM SUPPLY	$1,028.00	$2,711.00
			WATER SEWER SYSTEM SUPPLY	$1,683.00	
227007	505-7201-561.33-05	ZORO TOOLS INC	WATER SEWER SYSTEM SUPPLY	$155.94	$155.94
802018	505-7201-561.21-50	CONSTELLATION NEW ENERGY INC	ACCT 920545-11	$307.67	$307.67
802019	505-7201-561.21-50	NICOR	ACCT 04055600003	$136.81	$563.10
			ACCT 19278600002	$215.60	
			ACCT 42567835683	$41.04	
			ACCT 58544400003	$44.90	
			ACCT 90920700003	$124.75	
802020	505-7201-561.22-70	AT & T	ACCT 84725301748135	$51.46	$51.46
802021	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0087155164	$329.21	$1,098.77
			ACCT 0111076085	$208.78	
			ACCT 0117046072	$63.98	
			ACCT 0368380009	$30.01	
			ACCT 0645171017	$65.07	
			ACCT 0684023014	$67.37	
			ACCT 1104021044	$99.25	
			ACCT 1284169036	$121.79	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
802021	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 3973144001	$113.31	$1,098.77
				Division 1 Total	$305,785.11
				Department 72 Total	$305,785.11

WARRANT REGISTER - GM0002

Department: 73 Parking

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226833	235-7301-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$453.84	$453.84
802021	235-7301-532.21-50	COMMONWEALTH EDISON COMPANY	ACCT 4286290000	$550.13	$550.13
				Division 1 Total	$1,003.97

Division: 2

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226833	235-7302-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$1,437.16	$1,437.16
802020	235-7302-532.21-50	AT & T	ACCT 84725309782425	$165.46	$165.46
				Division 2 Total	$1,602.62

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226833	235-7303-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$1,437.16	$1,437.16
802018	235-7303-532.21-50	CONSTELLATION NEW ENERGY INC	ACCT 920545-10	$2,511.93	$2,511.93
802019	235-7303-532.21-50	NICOR	ACCT 12690400002	$40.36	$40.36
802020	235-7303-532.21-50	AT & T	ACCT 84763200281737	$200.71	$200.71
				Division 3 Total	$4,190.16

Division: 4

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226833	235-7304-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$453.84	$453.84
802019	235-7304-532.21-50	NICOR	ACCT 92296400002	$122.60	$122.60
				Division 4 Total	$576.44
				Department 73 Total	$7,373.19

WARRANT REGISTER - GM0002

Department: 74 Solid Waste Dispsl SWANCC

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
901647	511-7401-562.21-54	SOLID WASTE AGENCY	O&M TRUE UP FY 2020	$19,071.33	$19,071.33
				Division 1 Total	$19,071.33
				Department 74 Total	$19,071.33

WARRANT REGISTER - GM0002

Department: 75 Municipal Fleet Services

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226774	621-7501-551.31-51	ADVANCE AUTO PARTS	VEH MAINTENANCE SUPPLY	$6.79	$6.79
226777	621-7501-551.31-51	ALTORFER INDUSTRIES	VEH MAINTENANCE SUPPLY	$253.32	$963.35
			VEH MAINTENANCE SUPPLY	$710.03	
226781	621-7501-551.21-36	AMERIGAS-PALATINE	CYLINDER RENTAL	$32.55	$32.55
226784	621-7501-551.21-07	ARLINGTON HTS FORD INC	VEH MAINTENANCE SUPPLY	$432.11	$2,378.86
			VEH MAINTENANCE SUPPLY	$1,946.75	
	621-7501-551.31-51	ARLINGTON HTS FORD INC	VEH MAINTENANCE SUPPLY	$904.55	$989.46
			VEH MAINTENANCE SUPPLY	$84.91	
226795	621-7501-551.31-51	BATTERIES PLUS BULBS #842	VEH MAINTENANCE SUPPLY	$527.40	$527.40
226802	621-7501-551.31-51	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	$81.79	$402.10
			VEH MAINTENANCE SUPPLY	$39.00	
			VEH MAINTENANCE SUPPLY	$107.56	
			VEH MAINTENANCE SUPPLY	$6.06	
			VEH MAINTENANCE SUPPLY	$43.01	
			VEH MAINTENANCE SUPPLY	$37.56	
			VEH MAINTENANCE SUPPLY	$87.12	
226809	621-7501-551.31-51	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	$357.62	$549.29
			VEH MAINTENANCE SUPPLY	$191.67	
226810	621-7501-551.21-36	CITY WELDING SALES & SERVICE	CYLINDER RENTAL	$122.88	$122.88
226853	621-7501-551.22-02	JOHNATHON GASCON	CDL REIMBURSEMENT	$50.00	$50.00
226854	401-7501-572.50-15	GLOBAL EQUIPMENT COMPANY	VEH MAINTENANCE SUPPLY	$1,663.92	$1,663.92
226877	621-7501-551.31-51	INTERSTATE POWER SYSTEMS INC	VEH MAINTENANCE SUPPLY	$170.51	$1,092.91
			VEH MAINTENANCE SUPPLY	$160.93	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226877	621-7501-551.31-51	INTERSTATE POWER SYSTEMS INC	VEH MAINTENANCE SUPPLY	$761.47	$1,092.91
226895	621-7501-551.31-51	LAPORT INC	VEH MAINTENANCE SUPPLY	$742.00	$742.00
226898	621-7501-551.31-51	LIEBOVICH STEEL & ALUMINUM CO	VEH MAINTENANCE SUPPLY	$218.02	$218.02
226902	621-7501-551.21-07	MAACO COLLISION REPAIR & PAINTING	VEHICLE BODY REPAIR	$1,827.85	$1,827.85
226903	621-7501-551.31-51	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	$77.82	$257.09
			VEH MAINTENANCE SUPPLY	$179.27	
226906	621-7501-551.31-51	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$318.79	$493.57
			VEH MAINTENANCE SUPPLY	$135.31	
			VEH MAINTENANCE SUPPLY	$9.54	
			VEH MAINTENANCE SUPPLY	$29.93	
	621-7501-551.31-85	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$43.60	$197.70
			VEH MAINTENANCE SUPPLY	$154.10	
226910	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	$312.10	$2,045.65
			VEH MAINTENANCE SUPPLY	$31.91	
			VEH MAINTENANCE SUPPLY	$133.79	
			VEH MAINTENANCE SUPPLY	$5.32	
			VEH MAINTENANCE SUPPLY	$1,080.88	
			VEH MAINTENANCE SUPPLY	$24.03	
			VEH MAINTENANCE SUPPLY	$117.00	
			VEH MAINTENANCE SUPPLY	$95.41	
			VEH MAINTENANCE SUPPLY	$18.84	
			VEH MAINTENANCE SUPPLY	$36.24	
			VEH MAINTENANCE SUPPLY	$8.15	
			VEH MAINTENANCE SUPPLY	$42.35	
			VEH MAINTENANCE SUPPLY	$7.17	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226910	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	$17.75	$2,045.65
			VEH MAINTENANCE SUPPLY	$114.71	
226917	621-7501-551.31-51	PATLIN INC	VEH MAINTENANCE SUPPLY	$361.91	$361.91
226928	621-7501-551.21-07	RACEWAY CARWASH	CAR WASHES	$24.00	$24.00
226933	621-7501-551.31-51	RAYMAR HYDRAULIC REPAIR SRVC	VEH MAINTENANCE SUPPLY	$1,797.55	$1,797.55
226937	621-7501-551.31-51	ROLAND MACHINERY CO	VEH MAINTENANCE SUPPLY	$19.56	$19.56
226939	621-7501-551.31-51	RUBBER INC	VEH MAINTENANCE SUPPLY	$80.40	$80.40
226940	621-7501-551.31-51	INTERSTATE BILLING SERVICE INC	VEH MAINTENANCE SUPPLY	$3,783.22	$3,783.22
226945	621-7501-551.31-51	SANDERS HARDWARE SUPPLY	VEH MAINTENANCE SUPPLY	$432.89	$432.89
226956	621-7501-551.31-51	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$4.59	$15.25
			HARDWARE SUPPLIES	$6.80	
			HARDWARE SUPPLIES	$3.20	
			VEH MAINTENANCE SUPPLY	$0.66	
226959	621-7501-551.31-51	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$171.74	$775.53
			VEH MAINTENANCE SUPPLY	$12.51	
			VEH MAINTENANCE SUPPLY	$341.26	
			VEH MAINTENANCE SUPPLY	$107.99	
			VEH MAINTENANCE SUPPLY	$78.33	
			VEH MAINTENANCE SUPPLY	$63.70	
226975	621-7501-551.21-07	ULTRA STROBE COMMUNICATIONS INC	POLICE VEHICLE INSTALL	$1,750.00	$1,750.00
226976	621-7501-551.30-35	UNIFIRST CORPORATION	UNIFORMS	$68.88	$206.64
			UNIFORMS	$68.88	
			UNIFORMS	$68.88	
226995	621-7501-551.21-07	WENTWORTH TIRE SERVICE	VEH MAINTENANCE SUPPLY	$341.00	$341.00
	621-7501-551.31-51	WENTWORTH TIRE SERVICE	VEH MAINTENANCE SUPPLY	$1,456.28	$1,456.28

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226998	621-7501-551.21-07	WINDSHIELD PROS INC	VEH MAINTENANCE SUPPLY	$329.00	$329.00
227003	621-7501-551.31-51	ZARNOTH BRUSH WORKS INC	VEH MAINTENANCE SUPPLY	$347.00	$347.00
227007	621-7501-551.30-35	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$54.73	$54.73
	621-7501-551.31-51	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$141.56	$256.24
			VEH MAINTENANCE SUPPLY	$86.73	
			VEH MAINTENANCE SUPPLY	$27.95	
				Division 1 Total	$26,592.59
				Department 75 Total	$26,592.59

WARRANT REGISTER - GM0002

Department: 90 Capital

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226864	505-9001-571.50-25	HBK WATER METER SERVICE INC	WATER SEWER SYSTEM SUPPLY	$13,800.00	$20,004.26
			METER RETRO FITS	$4,402.66	
			METER RETRO FITS	$1,801.60	
226873	505-9001-571.50-25	IMEG CORP	INSPECTION SERVICES	$754.64	$15,560.27
			SERVICE CONSULTING	$12,415.13	
			INSPECTION SERVICES	$2,390.50	
226951	505-9001-571.50-25	MICHAEL SCHUCH	PAVER REPAIR REIMBURSEMENT	$200.00	$200.00
				Division 1 Total	$35,764.53
				Department 90 Total	$35,764.53

WARRANT REGISTER - GM0002

Department: 99 Non Operating

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
226909	515-9901-525.40-83	METROPOLIS COMMERCIAL CONDO ASSN	CAM CHARGE	$6,752.29	$6,752.29
	515-9901-525.40-92	METROPOLIS COMMERCIAL CONDO ASSN	BUILDING RESERVE CHARGE	$830.70	$830.70
901650	101-9901-591.40-93	ARLINGTON HTS MEMORIAL LIBRARY	PPRT LIBRARY	$15,385.40	$15,385.40
				Division 1 Total	$22,968.39
				Department 99 Total	$22,968.39
TOTAL ALL FUNDS:					$1,538,527.23

Village Board
12/21/2020

Item: Fire Station 2 - Kitchen Remodel

Department: Public Works

The 2020 Capital budget includes funding for the remodeling of the kitchen at Fire Station #2. The kitchen is original to the construction of the building in 2000. The durability of the original kitchen has proven problematic, as the materials have not held up well to the heavy use by the 33 firefighters that are assigned to Station 2 on three separate shifts. The goal of the kitchen remodeling was to replace the cabinets, appliances, counter, and flooring, with more durable materials that can withstand the extensive use of numerous shifts.

In order to obtain higher quality materials and still stay within budget, Public Works agreed to act as General Contractor with help from the Fire Department. Numerous quotes were obtained for the various tasks needed to complete the project.

Staff is seeking Board approval, because the overall project exceeds our spending authority and the project was not bid as a whole.

The associated costs of the project are as follows:

Lowe's (Arlington Heights) for Kitchen Cabinets for Perimeter Cabinets $22,394.95
Cabinets & Granite Direct for Island Cabinets $6,707.95
W. Horvath Carpentry for Cabinet Installation $4,700.00
ABT for Appliances $21,146.00
Hardroc Inc. for Countertops $12,307.00
Performance Decorative for Epoxy Flooring $10,323.57
Miscellaneous Electrical Supplies $1,620.00

The total estimated expense for the project is $79,199.47 and is within the $80,000 budget. Staff is requesting approval to waive the formal bidding process and proceed with the project.

Funds for the project materials are available in Account Nos.401-7101-571.50-20 (BL 9505) and 401-3501-572.50-10 (EQ 9503).

RECOMMENDATION

It is recommended that the Village Board waive the formal bidding process and authorize Staff to proceed with the related individual purchases for the Fire Station 2 - Kitchen Remodel project in an amount not-to-exceed the $80,000 budget.

Village Board
12/21/2020

Item: Ordinance - Lease Agreement - Downtown Train Station

Department: Planning/Legal

On October 23, 2020, the Village received notice of wind down and dissolution regarding Tobmar International, the parent company of Gateway Newstands. The operator of the Gateway Newstands within the Downtown Arlington Heights Metra Station, Dilip Patel, has requested a new lease to continue operation of a convenience store/coffee shop at this location under his new legal entity Shree Neelkanth Inc.

Throughout November and December, Village Staff coordinated with Dilip Patel and his attorney on terms of the new lease, which is attached as part of this agenda item. The lease is a five-year agreement that commences on January 1, 2021, running through December 31, 2025. The first four months would allow operation free of rent, in order to help the owner re-establish the business during a difficult economic period. The following 20 months would be at $300.00 monthly gross rent, and the final 36 months would be at $450.00 monthly gross rent. The lease includes a tenant option for an additional five years. The owner also opens the station to passengers beginning at 5:00am.

Besides bringing the Village modest sales tax revenue, such an operation is a positive amenity benefitting the 2,500 weekday commuters (source: Metra) who board trains via Downtown Arlington Heights during normal times, as well as other residents and patrons of our Downtown.

RECOMMENDATION

It is recommended that an Ordinance Approving a Lease Agreement with Shree Neelkanth Inc. for operation of a convenience store/coffee shop within the Downtown Train Station, be approved.

ATTACHMENTS:

Description	Type
Lease Agreement - Downtown Train Station	Ordinance

AN **ORDINANCE APPROVING A LEASE AGREEMENT WITH THE SHREE NEELKANTH, INC.**

WHEREAS, the Village is the owner of the property commonly known as the Downtown Train Station in the Village ("*Property*"); and

WHEREAS, the Village desires to enter into an agreement with Shree Neelkanth Inc. ("*Tenant*") for the lease by the Village of the Property to the Tenant, for the operation by the Tenant of a convenience store and coffee shop ("*Lease Agreement*"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Lease Agreement with the Tenant will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

SECTION TWO: The Lease Agreement by and between the Village and the Tenant is hereby authorized in substantially the form attached to this Ordinance as Exhibit A, and in a final form to be approved by the Village Manager.

SECTION THREE: The Village Manager is hereby authorized and directed to execute and attest, on behalf of the Village, the Lease Agreement upon receipt by the Village of at least one original copy of the Lease Agreement executed by Shree Neelkanth, Inc.; provided, however, that if the executed copy of the Lease Agreement is not received by the Village Clerk within 60 days after the effective date of this Ordinance, then this authority to execute and attest will, at the option of the Village Council, be null and void.

SECTION FOUR: The Village Board of Trustees hereby declares that the approval of the Lease Agreement and the adoption of this Ordinance are made pursuant to the home rule authority and powers of the Village.

SECTION FIVE: The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION SIX: This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 21st day of December, 2020.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

LEASE AGREEMENT

LEASE AGREEMENT

between

VILLAGE OF ARLINGTON HEIGHTS

as Landlord

and

Shree Neelkanth, INC
as Tenant

LEASE AGREEMENT

The Landlord and Tenant set forth in the Lease Schedule enter into this Lease Agreement (the "Lease") as of _____. In consideration of and subject to the terms, provisions and covenants contained in the Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the Lease Term. The Lease Schedule terms whenever used in this Lease shall have the same meanings as set forth in the Lease Schedule.

LEASE SCHEDULE

A. ***BUILDING***:	Downtown Train Station
B. ***PREMISES***:	350 square feet (southeast area of the station), plus the storage area adjacent to the tenant space
C. ***TENANT AND NOTICE ADDRESS***:	Shree Neelkanth, INC 45 W. Northwest Highway Arlington Heights, IL 60004
D. ***RENT PAYMENT ADDRESS***:	Cashier, Finance Department, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005
E. ***LANDLORD AND NOTICE ADDRESS***:	Village Manager, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005
F. ***LEASE DATE***:	
G. ***COMMENCEMENT DATE***:	January 1, 2021
H. ***TERMINATION DATE***:	December 31, 2025
I. ***LEASE TERM***:	Five years, with one option to renew for another five years
J. ***SECURITY DEPOSIT***:	Waived – current tenant
K. ***PERMITTED USE***	The Premises will be used and occupied only for the purpose of selling and displaying for sale items normally sold at Gateway Newsstands and items normally sold at coffee shops.
L. ***MONTHLY BASE RENT***	Upon reopening, first 4 months $0. Next 20 months $300.00. Remaining 3 years $450.00. If the option to extend for a second 5 year term is exercised then rent shall be increased by 5%.
M. ***LATE FEE***	10%, after 20 days
N. ***STANDARD OPERATING HOURS***	January 1, 2021 to March 1, 2021 flexible hours Monday through Friday Between 6:00 a.m. and 11:00 a.m. March 2, 2021 to end of lease regular hours Monday through Friday – 5:00 a.m. until 2:30 p.m.

O. ***PARKING***	One dedicated parking space in the public lot at Northwest Highway and Evergreen
P. ***LEASE ATTACHMENT: Appendix A***	Floor Plan

DEFINITIONS

For purposes of this Lease the following terms shall mean as set forth:

COMMON AREAS: All areas of the Real Property made available by Landlord for the general common use or benefit of the public, as such areas currently exist and as they may be changed from time to time.

DECORATION: Tenant Alterations not requiring any type of governmental permit and not involving any of the structural elements of the Building, or any of the Building's systems, including, without limitation, its electrical, mechanical, plumbing and security and life/safety systems.

ENVIRONMENTAL LAWS: Any Law governing the use, storage, disposal or generation of any Hazardous Material, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended and the Resource Conservation and Recovery Act of 1976, and those found in the Illinois Compiled Statues as published from time to time, as amended.

FORCE MAJEURE: Any accident, casualty, act of God, war or civil commotion, strike or labor troubles, government-mandated closure of businesses and/or buildings or any cause whatsoever beyond the reasonable control of Landlord.

HAZARDOUS MATERIAL: Such substances, material and wastes regulated under Federal, or Illinois State Environmental Law; or classified as hazardous or toxic under said Environmental Law; and explosives and firearms, radioactive material, asbestos, and polychlorinated biphenyls.

INDEMNITEES: Landlord and their respective directors, officers, agents and employees.

LAND: The parcel of real estate on which the Building is located.

LAWS: All laws, ordinances, rules, regulations, other requirements, orders, rulings or decisions adopted or made by any governmental body, agency, department or judicial authority having jurisdiction over the Property, the Premises or Tenant's activities at the Premises and any covenants, conditions or restrictions of record which affect the Property.

LEASE MONTH: Each calendar month beginning on the first day of the first calendar month following the Commencement Date (unless the Commencement Date is the first day of a calendar month in which case beginning on the Commencement Date), and each subsequent month, or shorter, period until the Expiration Date.

OPERATING EXPENSES: All costs, expenses and disbursements of any kind and nature incurred by Landlord or its beneficiaries, principals or agents in connection with the ownership, leasing, management, operation, maintenance, replacement and repair of the Property. Operating Expenses shall not include, (i) costs of alterations of the premises of tenants of the Building, (ii) costs of capital improvements to the Building (except for the amortized portion of capital improvements installed for the purpose of reducing or controlling Operating Expenses or complying with applicable Laws or insurance requirements), (iii) depreciation charges, (iv) interest and principal payments on loans (except loans for capital improvements included in Operating Expenses as

provided above), (v) ground rental payments, (vi) real estate brokerage and leasing commissions, (vii) advertising and marketing expenses for procurement of tenants, (viii) costs of Landlord reimbursed by insurance proceeds, (ix) expenses incurred in negotiating or enforcing leases of other tenants in the Building, (x) Landlord's or Landlord's property manager's corporate general overhead or corporate general administrative expenses, and (xi) Taxes. Landlord may, in a reasonable manner, allocate insurance premiums for so-called "blanket" insurance policies that insure other properties as well as the Building and said allocated amount shall be deemed to be an Operating Cost. If any Operating Expense, though paid in one year, relates to more than one calendar year, Landlord may at Landlord's option allocate such expense proportionately. If the Building is not fully leased and occupied for any portion of a calendar year, Landlord may adjust that portion of the Operating Expenses that vary with occupancy, such as janitorial costs, to the amount that Landlord reasonably determines would have been incurred had the Building been fully leased and occupied for the entire year, but in no event shall Landlord be entitled to recover from the tenants of the Building, as a result of such adjustment, more than 100% of its actual Operating Expenses.

PROPERTY: The Building, the Land, any other improvements located on the Land, including, without limitation, any parking and the personal property, fixtures, machinery, equipment, systems and apparatus located in or used in conjunction with any of the foregoing.

REAL PROPERTY: The Property excluding any personal property.

RENT: Collectively, Monthly Base Rent Monthly Storage Space Rent, Additional Rent and all other charges, payments, late fees or other amounts required to be paid by Tenant under this Lease. Tenant's obligation to pay Rent is an independent covenant of this Lease.

TAXES: All federal, state and local governmental taxes, assessments and charges of every kind or nature, whether general, special, ordinary or extraordinary, which Landlord or its beneficiaries, principals or agents shall pay or become obligated to pay in connection with the ownership, leasing, management, control or operation of the Property, which shall also include any rental, franchise or similar taxes levied in lieu of or in addition to general real or personal property taxes. For purposes of this Lease, Taxes for any calendar year shall be t axes assessed or that become a lien during such year, whether or not such taxes are billed and payable in a subsequent calendar year.

TENANT ALTERATIONS: Any Landlord approved alterations, improvements, additions, installations or construction in or to the Premises or any Real Property systems serving the Premises made by Tenant or at Tenant's request; and any supplementary air-conditioning systems installed by Landlord or by Tenant.

TENANT PARTY: Tenant, its employees, servants, agents, suppliers, contractors, invitees or customers.

1. ***BASE RENT.*** Tenant shall pay Landlord at the Rent Payment Address or at such address designated by Landlord, the Monthly Base Rent in equal consecutive monthly installments, each without abatement, deduction or offset, in advance without prior demand on the first day of every calendar month during the Lease Term. If the Lease Term commences on any day other than the first day of the month or terminates on any day other than the last day of the month, then the Monthly Base Rent shall be prorated and calculated on a 30 day calendar month. Tenant shall pay the first full monthly installment of unabated Monthly Base Rent as of the date the Premises reopen.

ADDITIONAL CHARGES. The parties recognize that the Property is currently exempt from real estate taxes. Should the Landlord receive a real estate tax bill for the Property, Tenant shall be responsible for paying its pro rata share of the property taxes.

2. ***LATE FEES.*** Rent is due on the first day of each month. Landlord may, in addition to Default Rate interest charges, charge a Late Fee on any delinquent Rent payment not received by the 21st day of each month, (including but not limited to delinquent Late Fees and Default Rate interest charges), as liquidated damages for the cost and inconvenience incurred as a result of Tenant's failure. In no event shall the charges permitted under this Section or elsewhere in the Lease, to the extent classified as interest, exceed the maximum lawful interest rate. Unpaid Rent shall be subject to a Late Fee equal to ten percent of the Monthly Base Rent payment and shall bear interest at the lesser of (i) the Default Rate, or (ii) the maximum rate permitted by law, from the date due until paid. The obligation to make such payment shall survive the expiration or earlier termination of the Lease Term. The payment of a Late Fee will not constitute a waiver by Landlord of any Default by Tenant under the Lease.

3. ***SERVICES.***

a) **Landlord Services**. Landlord shall cause the common areas of the Building to be maintained on a daily, as-needed basis, including mopping, sweeping, and trash collection in and around the Building.

b) **Tenant Services**. Tenant shall be responsible for opening the station no later than 5:00 a.m. Monday through Friday. Tenant shall be responsible for maintenance of the Premises. Tenant shall also be responsible for the separately metered utilities – electricity, water, and gas.

c) **Telecommunications Services**. Prior to installation Tenant shall obtain Landlord's written approval for all telecommunications service (including but not limited to voice, video, data and any other telecommunications services provided over wire, fiber optic, microwave, wireless and any other transmission systems) and computer network connections, including the location of all wires and the installation contractors. Landlord reserves the right to designate and control the entities providing telecommunication and computer network installation, services, repair and maintenance in the Building and to restrict and control access to telephone cabinets and wiring risers. Tenant shall pay all telecommunication and computer network installation, access, maintenance and removal costs for the Premises. Upon the Termination Date, Tenant shall at Landlord's option remove all telecommunication and computer network cables and related wiring in the Premises.

d) **Restoration of Services**. Landlord shall use reasonable diligence to restore any interrupted Landlord provided service. Landlord may from time to time, at Landlord's sole option, change any company providing services to the Building or the Premises. Any failure, delay or change in quantity or character of any service shall not relieve Tenant from performing any obligation under the Lease nor create any claim against Landlord for rent abatement, constructive eviction or damages. Tenant agrees that the Indemnitees shall not be liable to Tenant, or any of Tenant's employees, agents, customers or invitees or anyone claiming through Tenant, for any damages, expenses, claims or causes of action because of any interruption, diminution, delay or discontinuance at any time for any reason of any service provided to the Premises or the Building.

4. ***USE OF PREMISES.*** The Tenant will use the Premises only for the purpose of selling and displaying for sale items normally sold at Newsstands and items normally sold at coffee shops. The Landlord will not operate or permit to be operated within the Premises any other newsstand selling or displaying for

sale items deemed comparable to those normally sold by the Tenant, as either a newsstand or coffee shop, bakery or sandwich shop. Tenant understands and agrees that newspaper boxes will still be located for the sale of newspapers outside the Premises. If the Landlord breaches the covenants contained in this paragraph and the breach continues for 30 days, then the Tenant will have, in addition to all other available remedies, the right to terminate this Lease after giving the Landlord 60 days written notice of termination unless the Landlord cures the breach within 30 days after receiving the notice.

a) **Possession**. Tenant shall continuously at Tenant's cost: (i) occupy and use the Premises only for a coffee shop and an newsstand, (ii) comply with all Laws with reference to condition or occupancy of the Premises, (iii) obtain all licenses necessary for any Permitted Use, and (iv) operate its business in a dignified, reputable manner in keeping with the rest of the Building. Tenant shall not occupy or use the Premises in any manner which: (A) may be dangerous to persons or property, (B) may invalidate or increase the premium cost of any policy of insurance carried on the Building or covering its operations, (C) is contrary or prohibited by the terms of this Lease or the Rules and Regulations, or, (D) would tend to create or continue a nuisance.

i. **Environmental Laws**. Tenant and Landlord shall each comply with all Environmental Laws concerning the proper storage, handling and disposal of any Hazardous Material with respect to the Property. Tenant shall not generate, store, handle or dispose of any Hazardous Material in, on, or about the Property without the prior written consent of Landlord. Tenant shall immediately deliver to Landlord a copy of any notice of investigation or violation of any Environmental Law arising from Tenant's activities at the Property. If Landlord reasonably believes that a violation of Environmental Law exists due to Tenant's activities at the Property, Landlord may conduct at Tenant's expense such tests and studies as Landlord deems desirable. Landlord's inspection and testing rights are for Landlord's own protection only, and Landlord shall not be deemed to have assumed any responsibility to Tenant or any other party for compliance with Environmental Law. Tenant shall indemnify, defend, protect and hold harmless the Indemnitees from any and all loss, claim, expense, liability and cost (including attorneys' fees) arising out of or in any way related to the presence of any Hazardous Material introduced to the Premises or the Property during the Lease Term by a Tenant Party. If said Hazardous Material is deemed to exist due to the Landlord's actions, Landlord shall indemnify, defend, protect and hold harmless the Indemnitees from any and all loss, claim, expense, liability and cost (including attorneys' fees) arising out of or in any way related to the presence of any Hazardous Material introduced to the Premises or the Property If any action or proceeding is brought against the Indemnitees by reason of any such claim, Tenant upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord. This indemnification is given in addition to the indemnification in Section 9, and will survive the expiration or termination of this Lease. Any indemnification, exculpation or waiver provision under this Section shall not exculpate or indemnify Landlord against its own negligence. Landlord hereby represents and warrants that as of the date of this Lease it has no knowledge of the presence of any Hazardous Material in, on or about the Premises or Property, nor of any existing violation of any Environmental Law applicable to the Premises or Property.

ii. ADA. Landlord and Tenant acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C §12101 et seq.) and related regulations and guidelines, as amended (collectively the "ADA") establish requirements for business operations and accessibility that may apply to the Premises and the Property. The parties agree that:
(i) Landlord shall be responsible for ADA Title III compliance in the Common Areas, except as provided below,

(ii)Landlord has delivered and Tenant shall be responsible for ADA Title III compliance in the Premises, including any leasehold improvements or other work to be performed in the Premises in connection with this Lease. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant's employees. Tenant shall not be required to make any modification to the Building structure, systems or site except and to the extent required because of Tenant's use of the Premises for other than customary business office operations.

iii. Quiet Enjoyment. Landlord warrants that Landlord has the right to lease the Premises to Tenant and that the individuals executing this Lease are fully authorized to and legally capable of executing this Lease on behalf of Landlord. Landlord covenants that so long as Tenant is in compliance with the covenants and conditions set forth in this Lease, Tenant shall have the right to quiet enjoyment of the Premises without hindrance or interference from Landlord or those claiming through Landlord.

5. ***CONDITION OF PREMISES.*** Tenant's taking possession shall be conclusive evidence against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel or improve the Premises or the Building and no representation respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as contained herein.

a) **Landlord's Maintenance**. Except as otherwise set forth in this Lease, Landlord shall maintain the foundation, roof, exterior walls, structural elements, electrical, plumbing, HVAC, mechanical, fire and life safety systems and the Common Areas of the Building. Landlord shall not be responsible for (i) the maintenance or repair of any floor or wall coverings within the tenant space; or (ii) the cost of performing any maintenance or repair to the Premises or the Building caused by the negligence of a Tenant Party, which shall be paid by Tenant. Any issue concerning alleged 'Rent Abatement' for time the tenant space is unusable would be controlled by Lease term Section 8(d) entitled "Rent Abatement", found on page 10 of the Lease.

b) **Tenant's Maintenance**. Tenant, at its expense, shall maintain the tenant space (including but not limited to all fixtures, plumbing and sewage facilities located within the tenant space) and all Tenant Additions in good order, condition and repair and in accordance with all applicable Laws. Tenant shall not permit waste and shall promptly and adequately repair all damages. All repairs or maintenance shall be completed with new materials of similar quality to the original. All repair, Decoration or maintenance work shall be performed only by properly licensed and insured contractors approved by and under the supervision of Landlord, and whose work will not cause or threaten to cause labor disharmony or interfere with Landlord or other tenants in the Building. Any contractor approved by Landlord shall not be allowed to commence any work without first providing a certificate of insurance sufficient to Landlord. If Tenant fails to perform any obligation set forth in this Section, Landlord may, in its sole discretion, upon 24 hours prior notice to Tenant (except without notice in the case of emergencies), perform the same at Tenant's cost. Tenant will make no Building system or structural element repairs or replacements. Tenant will not, without the prior written consent of Landlord install any window or door lettering of any type on or about the Premises.

c) **Tenant Alterations**. Tenant shall not make any Tenant Alterations to the Premises without Landlord's prior written consent. Subject to all other requirements of this paragraph, Tenant may undertake Decoration work without Landlord's prior written consent. Prior to commencement of the Tenant Alterations, Decoration work or delivery of any materials to the Premises, Tenant shall furnish Landlord with acceptable plans and specifications, names, addresses and certificates of insurance from

all contractors and suppliers, copies of contracts, necessary permits, evidence satisfactory to Landlord of Tenant's ability to pay for the completion of the Tenant Alterations and Decoration work and such other documentation as Landlord may reasonably require. All Tenant Alterations and Decorations shall be installed and maintained in accordance with all Laws and insurance regulations and in a good, workmanlike manner by union contractors using only new, high-grade materials. Tenant agrees to defend and hold Landlord harmless from any and all liabilities of every kind and description connected in any way with the Tenant Alterations and Decoration work. Tenant shall pay the cost of all Tenant Alterations and Decorations. Upon completion of any Tenant Alterations or Decorations, Tenant shall furnish Landlord with contractors' affidavits, final lien waivers and receipted bills covering all labor and materials. Landlord may, at Landlord's option, supervise construction of the Tenant Alterations and Decorations. Neither Landlord's supervision nor any approvals given by Landlord shall constitute any warranty or representation by Landlord to Tenant of the adequacy of the design or materials for Tenant's intended use or of compliance with any Law, or impose any liability upon Landlord in connection with the performance of the Tenant Alterations or Decorations. All Tenant Alterations shall at Landlord's option either be (i) removed at the end of the Lease Term (and Tenant shall repair all damage caused by the removal), or (ii) become Landlord's property and remain upon the Premises at the termination of this Lease without compensation to Tenant. If upon Landlord's request, Tenant does not remove the Tenant Alterations, Landlord may remove the same and Tenant shall reimburse Landlord upon demand, including Landlord's expenses and attorneys' fees.

d) Liens. Tenant will not permit any mechanics liens to be placed on the Premises or Building for any work performed, materials furnished, or obligation incurred at the request of Tenant. If a lien is filed, Tenant will, within ten days' notice from Landlord, (i) cause the release of the lien of record or (ii) contest the lien and deliver to Landlord a bond in form, content, amount, and issued by surety, satisfactory to Landlord, indemnifying and holding harmless the Indemnitees against all costs and liabilities resulting from the lien and any attempted foreclosure of the lien. If Tenant fails to timely take either action, Landlord, in addition to any other rights and remedies under the Lease may without investigating its validity pay the lien and Tenant shall, reimburse Landlord upon demand, including Landlord's expenses and attorneys' fees.

e) Landlord Access. Landlord shall have the right at reasonable times and upon reasonable notice to enter the Premises without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant: (i) to ascertain the condition of the Premises; (ii) to determine whether Tenant is diligently fulfilling its responsibilities under this Lease; (iii) to clean and to make such repairs as may be required or permitted to be made by Landlord under the Lease; or (iv) to do any other act or thing which Landlord deems reasonable to preserve the Premises and the Building. In the event of an emergency or with respect to the provision of janitorial services the notice and timing provisions shall not apply. Tenant shall permit Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises, so long as Tenant's use, layout or design of the Premises is not materially affected or altered.

6. ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior written consent of Landlord (i) assign, transfer or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (ii) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (iii) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (iv) sublet any portion of the Premises, (v) grant any license, concession, or other right of occupancy of any portion of the Premises, or (vi) permit the use of the Premises by any parties other

than Tenant (any of the events listed in (i) through (vi) being a "Transfer"). If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord at least 15 days prior to the proposed Transfer date with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided Tenant is not in default under the Lease and the proposed transferee (A) is creditworthy, (B) has a good reputation in the business community, (C) does not engage in business similar to those of other tenants in the Building where a restrictive covenant on use may exist therein, (D) does not seek a change in the Permitted Use of the Premises, (E) would not materially increase the estimated pedestrian and vehicular traffic, (F) would not diminish the value and reputation of the Building, and (G) is not another occupant of the Building or person or entity with whom Landlord is negotiating to lease space in the Building (H) has obtained or agrees to obtain proper business licensure from any governmental body requiring such licensure prior to taking possession. In addition, if Tenant has any options to extend the term of the Lease or to add other space to the Premises, such options shall not be available to any transferee (except an affiliate), directly or indirectly without Landlord's prior express written consent, which may be withheld in Landlord's sole discretion. Concurrently with Tenant's notice of any request for consent to a Transfer Tenant shall pay to Landlord a fee of $500.00 to defray Landlord's expenses in reviewing such request. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If a Tenant Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so. Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment. In the event Landlord wrongfully withholds its consent to any proposed Transfer, Tenant's sole and exclusive remedy shall be to seek specific performance. Tenant shall submit for Landlord's prior approval, which approval shall not be unreasonably withheld, any advertising that Tenant or its agents intend to use with respect to any proposed sublet space.

a) **Assumption and Attornment:** If Tenant shall Transfer the Lease or Premises as permitted, the transferee shall expressly assume all of the obligations of Tenant in a written instrument satisfactory to Landlord and furnished to Landlord not later than 30 days prior to the effective date of the Transfer. If Tenant shall sublease the Premises as permitted, Tenant shall, at Landlord's option, within 15 days following any request by Landlord, obtain and furnish to Landlord the written agreement of such subtenant to the effect that the subtenant will attorn to Landlord and will pay all sub-rent directly to Landlord.

b) **Affiliates**. Tenant shall have the right, with the prior written consent of Landlord, to transfer, assign, sublease or grant occupancy rights to the Premises to a corporation or other business entity (i) which is currently owned or controlled by, owns or controls, or is under common ownership or control with Tenant, (ii) to which substantially all the assets of Tenant are transferred or (iii) into which Tenant may be merged or consolidated (an "Affiliate"), but (i) no later than ten days after the effective date of the

assignment or sublease, the assignee or sublessee shall execute documents satisfactory to Landlord to evidence such subtenant or assignee's assumption of the obligations and liabilities of Tenant under this Lease, except in the case of any assignment which occurs by operation of law (and without a written assignment) as a consequence of merger, consolidation or non-bankruptcy reorganization; (ii) within ten days after the effective date of such assignment or sublease, give notice to Landlord which notice shall include the full name and address of the assignee or subtenant, and a copy of all agreements executed between Tenant and the assignee or subtenant with respect to the Premises; and (iii) within 15 days after Landlord's request, such documents or information which Landlord reasonably requests for the purpose of substantiating whether or not the assignment or sublease is to an Affiliate. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its Affiliate transferee shall be jointly and severally liable. Sections 8a and b shall not apply to a Transfer to an Affiliate. As used herein, the term "control" shall mean, in the case of a corporation or other entity, ownership or voting control, directly or indirectly, of at least 50% percent of all of the general or other partnership, membership (or similar) interests therein and the power to determine the actions of such entity.

7. INSURANCE.

a) Tenant shall provide comprehensive or commercial general liability insurance, including contractual liability, on an occurrence basis, in an amount not less than $1,000,000 combined single limit per occurrence, covering Tenant as a named insured and the Village and its officers and employees as additional insured. Insurance against fire, sprinkler leakage and vandalism and the extended coverage perils for the full replacement cost of all additions, improvements and alterations to the Train Station(s) owned or made by the Tenant, if any, and of all furniture, trade fixtures, restaurant equipment, merchandise and all other items of Tenant's property on the premises with loss or damage payable to the Village and Tenant as their interest may appear.

b) **Landlord's Insurance**. Landlord agrees to purchase and keep in full force and effect during the Lease Term, insurance under policies issued by insurers of recognized responsibility, qualified to do business in the State of Illinois on the Building in amounts reasonably consistent with market practice, against fire and such other risks as may be included in standard forms of all risk coverage insurance reasonably available from time to time. Neither Landlord's obligation to carry such insurance nor the carrying of such insurance shall be deemed to be an indemnity by Landlord with respect to any claim, liability, loss, cost or expense due, in whole or in part, to Tenant's negligent acts or omissions or willful misconduct.

c) **Indemnity**. Tenant will indemnify, defend and hold the Indemnitees harmless from any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages) losses, liabilities, judgments and expenses (including without limitation court costs and attorneys' fees), arising in any areas controlled by Tenant or arising from the negligence or willful misconduct of any Tenant Party or the breach by Tenant of any of its obligations hereunder. If any action or proceeding is brought against the Indemnitees by reason of any such claim, Tenant upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

8. FIRE AND CASUALTY DAMAGE.

a) Substantial Untenantability. If any fire or other casualty (whether insured or uninsured) renders all or a substantial portion of the Premises or the Building untenantable, Landlord shall, with reasonable promptness notify Tenant of the estimated time required to Substantially Complete the repair ("Landlord's

Notice"). If Landlord's estimated time to Substantially Complete the repair exceeds 365 days from the issuance of all necessary permits, then Landlord, or Tenant if all or a substantial portion of the Premises is rendered untenantable, shall have the right to terminate this Lease as of the casualty date upon written notice to the other within 20 days after delivery of Landlord's Notice. Tenant shall not have the right to terminate this Lease pursuant to this Section if any damage or destruction was caused by the act or neglect of Tenant, its agent or employees. Unless this Lease is terminated as provided in the preceding subparagraph, Landlord shall proceed with reasonable promptness to repair and restore the Premises to its condition as existed prior to such casualty. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease if the repairs are not in fact completed within the time period estimated by Landlord so long as Landlord shall proceed with reasonable diligence to complete such repairs.

b) **Insubstantial Untenantability**. If the Premises or the Building is damaged by a casualty but neither is rendered substantially untenantable or if the Premises or the Building is rendered substantially untenantable and Landlord estimates that the time to Substantially Complete the repair will not exceed the longer period of either 365 days from the date of occurrence, or 180 days from the issuance of all necessary permits, then Landlord shall proceed to repair and restore the Building or the Premises other than Tenant Additions, with reasonable promptness, unless Landlord makes a good faith determination that restoring the Premises would be uneconomical, then Landlord may terminate this Lease by giving written notice to Tenant within 30 days after the casualty.

c) **Insurance Proceeds**. Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord or Tenant, for damages to the Premises, except for those proceeds of Tenant's insurance for personal property and equipment removable by Tenant at the Termination Date. Landlord shall have no duty to repair or restore any portion of any Tenant Additions or to expend for any repair or restoration of the Premises or Building amounts in excess of insurance proceeds paid to Landlord and available for repair or restoration.

d) **Rent Abatement**. Except for the negligence or willful act of Tenant or its agents, employees or contractors, if all or any part of the Premises are rendered untenantable by fire or other casualty and this Lease is not terminated, Monthly Base Rent and Additional Rent shall abate for the untenantable part of the Premises on a per diem basis from the date of the casualty until Landlord has Substantially Completed its required repair work in the Premises, provided, that as a result of such casualty, Tenant cannot during such period legally occupy the untenantable portion of the Premises. The rent abatement provided for in this paragraph shall be Tenant's sole remedy against Landlord for such untenantability.

9. ***EVENTS OF DEFAULT.*** Each of the following events shall constitute a "Default" by Tenant under the Lease: (i) Tenant fails to pay any installment or other payment of Rent, including Additional Rent, and Tenant fails to cure such default within five days after written notice to Tenant, (ii) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease or the Work Letter and fails to cure such default within 15 days after written notice to Tenant (unless the default involves a hazardous condition, which shall be cured forthwith, or unless the failure to perform is a Default for which this Lease specifies there is no cure or grace period), (iii) the interest of Tenant in this Lease is levied upon under execution or other legal process, (iv) a petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization under any Chapter of the Bankruptcy Code, as amended or replaced, or to delay payment of, reduce or modify Tenant's debts, which in the case of an involuntary action is not discharged within 30 days, (v) Tenant is declared insolvent by law or any assignment of Tenant's property is made for the benefit of creditors, (vi) a

receiver is appointed for Tenant or Tenant's property, and is not discharged within 30 days, (vii) any action taken by or against Tenant to reorganize or modify Tenant's capital structure in a materially adverse way which in the case of an involuntary action is not discharged within 30 days, (viii) upon the dissolution of Tenant, (ix) upon the third occurrence within any 12 month period that Tenant fails to pay Rent when due or breaches a particular covenant of this Lease (which shall be a non-curable Default whether or not such Rent is thereafter paid within any stated cure or grace period), (x) Tenant fails to vacate the Premises immediately upon termination of the Lease or upon termination of Tenant's right to possession, or (xi) Tenant Defaults under any other lease with Landlord for any other premises in the Building. The written notice specifically set forth in this paragraph shall satisfy any notice required by a statute or law enacted now or later and Tenant hereby waives any notice required by statute or law, to the extent permitted under that statute or law.

10. NO WAIVER. Landlord's failure to insist upon strict performance of any covenant, condition, provision, rule or regulation in this Lease or to exercise a right shall not be a waiver of any right or remedy and shall not be a waiver of a subsequent breach or default. A waiver by Landlord for one tenant shall not constitute a waiver for another tenant. Landlord's acceptance of Rent following a Default shall not waive Landlord's rights regarding such Default. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent due, regardless of any endorsement or statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith. Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of Rent due.

11. LANDLORD'S REMEDIES.

a) **Remedies**. Upon any Tenant Default, Landlord may, in addition to all other rights and remedies afforded to Landlord under the Lease or by law or equity, take any of the following actions which shall be distinct and cumulative: (i) terminate this Lease by giving Tenant notice in which event, the Lease Term shall end and all of Tenant's rights and interests shall expire on the date stated in such notice; (ii) terminate Tenant's right of possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right of possession shall end on the date specified in such notice; or (iii) enforce the provisions of this Lease and protect the rights of the Landlord by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all monies due or to become due from Tenant for the balance of the Lease Term.

b) **Termination of the Lease**. In the event Landlord terminates the Lease, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty all Rent and other amounts accrued under the Lease to the date of termination, including Late Fees and Default Rate interest charges, (i) to the extent not recovered by Landlord pursuant to section 14(b)(iii), all unamortized tenant improvement, rent concession, and leasing commission costs incurred by Landlord, (ii) all Landlord's expenses of reletting, including without limitation, repairs, alterations, improvements, rent concessions, additions, decorations, legal fees and brokerage commissions (collectively, the "Reletting Expenses"), multiplied by that fraction the numerator of which is the number of Lease Months remaining in the Lease Term at the time of Lease termination and the denominator of which is the total number of Lease Months in the Lease Term, and (iii) all Rent to be paid by Tenant for the balance of the Lease Term as if the Lease had not been terminated, discounted at the discount rate of the Federal Reserve Bank of Chicago, at the time of the termination, less the amount of rental loss Tenant proves Landlord could have reasonably mitigated. Landlord's efforts to mitigate will not be deemed unreasonable if by way of example and not

limitation (A) Landlord rents other vacant space in the building before the Premises, (B) rejects a proposed tenant who is already a tenant in the Building, (C) a proposed tenant is not commercially acceptable, or (D) Landlord relets the Premises for less than the stated Rent.

c) **Termination of Possession**. If Landlord terminates Tenant's possession without terminating the Lease, Tenant shall pay to Landlord (i) all Rent and other amounts accrued under the Lease to the date of termination of possession, including Late Fees and Default Rate interest charges, (ii) to the extent not recovered by Landlord pursuant to section 14(c)(iv), all unamortized tenant improvement, rent concession, and leasing commission costs incurred by Landlord, (iii) the Reletting Expenses, multiplied by that fraction the numerator of which is the number of Lease Months remaining in the Lease Term at the time of possession termination and the denominator of which is the total number of Lease Months in the Lease Term, and (iv) all Rent to be paid by Tenant for the balance of the Lease Term subsequent to the date of judgment, discounted at the discount rate of the Federal Reserve Bank of Chicago, at the time of the judgment, less the amount of rental loss Tenant proves Landlord could have reasonably mitigated. Landlord may, but shall not be obligated to (except as may be required by law), relet the Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are reasonably acceptable to Landlord. For purposes of such reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent reasonably necessary or desirable. If the Premises are (A) not relet, or (B) relet and the consideration realized after payment of all Landlord's Reletting Expenses, is insufficient to satisfy the payment when due of Rent reserved under this Lease for any monthly period, then Tenant shall pay Landlord upon demand any such deficiency monthly. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

d) **Landlord's Entry**. In the event of a Tenant Default, Landlord may, at Landlord's option, with order of court enter into the Premises, remove Tenant's property, fixtures, furnishings, signs and other evidences of tenancy, and take and hold such property; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent for the full Lease Term or from any other obligation of Tenant under this Lease. Any and all property removed from the Premises by Landlord pursuant to the authority of the Lease or law, may be handled, removed or stored by Landlord at the risk and cost of Tenant, and Landlord shall not be responsible for its preservation or safekeeping in the absence of gross negligence or willful misconduct. Tenant shall pay Landlord, upon demand, any and all expenses incurred by Landlord in the removal and storage of such property. Any such property of Tenant not redeemed by Tenant within 30 days after the Termination Date, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

e) **Landlord's Lien**. In addition to any statutory lien for rent in Landlord's favor, Tenant grants to Landlord a continuing security interest for all Rents and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated on the Premises (and all proceeds of any insurance that may accrue to Tenant by reason of the destruction or damage of that property), and such property shall not be removed without the consent of Landlord until all arrearage in Rent then due to Landlord hereunder

shall first have been paid and discharged any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

f) **Waiver of Trial by Jury.** In the interest of obtaining a speedier and less costly hearing of any dispute, Landlord and Tenant each hereby expressly waives trial by jury in any action, proceeding or counterclaim brought by either party against the other and any right to a trial by jury under any law, statute, regulation, rule or public policy in connection with any matter whatsoever arising out of or relating in any way to this Lease.

g) **Jurisdiction**. To the full extent permitted by law, Landlord and Tenant agree that the Lease shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles and the federal and state courts of Illinois in the forum of Landlord's choice.

h) **Bankruptcy**. The following provisions shall apply in the event of the bankruptcy or insolvency of Tenant.

i. Lease Assumption. In connection with any proceeding under the Bankruptcy Code where Tenant as debtor-in-possession or Tenant's trustee (the "Electing Party") elects to assume this Lease, such election shall be made within 30 days of the bankruptcy filing without any extension of the election period and may only be made upon compliance with the provisions of (1) and (2) below, which conditions Landlord and Tenant acknowledge to be commercially reasonable.

1. Any election to assume this Lease under the Bankruptcy Code must provide for the Electing Party to cure or provide to Landlord adequate assurance that it will cure all monetary defaults under this Lease within 15 days from the date of assumption and it will cure all non-monetary defaults under this Lease within 30 days from the date of assumption.

2. If the Electing Party has assumed this Lease or elects to assign Tenant's interest under this Lease to any other person, such interest may be assigned only if the intended assignee has provided adequate assurance of future performance, of all of the obligations imposed on Tenant under this Lease. For the purposes hereof, "adequate assurance of future performance" means that each of the following conditions has been satisfied: (a) The assignee has submitted a current financial statement, certified by its chief financial officer, which shows a net worth and working capital in amounts sufficient to assure the future performance by the assignee of Tenant's obligations under this Lease; and (b) Landlord has obtained consents or waivers from any third parties which may be required under a lease, mortgage, or other agreement by which Landlord is bound, to enable Landlord to permit such assignment.

3. Landlord's acceptance of rent or any other payment from any trustee, receiver, assignee, or other entity will not waive, the requirement of Landlord's consent, Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent, or Landlord's claim for any amount of Rent due from Tenant.

ii. Lease Rejection. In the event the Electing Party elects to reject this Lease then Landlord shall immediately be entitled to possession of the Premises without further court order or obligation to Tenant or the trustee.

12. ***SURRENDER OF PREMISES.*** Upon the Termination Date, Tenant shall surrender and vacate the Premises immediately and deliver possession to Landlord in a clean, good and tenantable condition, ordinary wear and tear, casualty, fire and damage caused by Landlord excepted. Tenant shall deliver to Landlord all keys to the Premises. Tenant shall remove from the Premises all personal property, Tenant's trade fixtures, all cables and, where Landlord requires, all wiring installed above the ceiling for Tenant's use, and all equipment, cables and wiring for any computer network or telecommunication or security systems. Tenant shall also, subject to Section 7(c) remove such Tenant Additions as required by Landlord. Tenant immediately shall repair all damage resulting from removal of any of Tenant's property, furnishings or Tenant Additions and shall close all floor, ceiling and roof openings. If any of the Tenant Additions involved the lowering of ceilings, raising of floors or the installation of specialized wall or floor coverings or lights, then Tenant shall also be obligated to return such surfaces to their condition prior to the commencement of this Lease. In the event Tenant shall fail to remove those items described above they shall be conclusively presumed abandoned by Tenant and Landlord may, (but shall not be obligated to), at Tenant's expense, remove any of such property and store, sell or otherwise deal with such property as provided in Section 14(d), including the waiver and indemnity obligations provided in that Section. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in removing any of Tenant Additions and in restoring the Premises to the condition required by this Lease at the Termination Date.

13. ***HOLDING OVER.*** Tenant shall pay Landlord the greater of (i) 150% of the monthly Rent payable for the month immediately preceding the holding over (including increases for Additional Rent which Landlord may reasonably estimate) or, (ii) 150% of the monthly fair market rental value of the Premises as reasonably determined by Landlord for each month or partial month that Tenant retains possession of any portion of the Premises after the Termination Date. Tenant shall also pay all damages sustained by Landlord by reason of such retention of possession, including but not limited to consequential damages. The provisions of this Section shall not constitute a waiver by Landlord of any re-entry rights of Landlord and Tenant's continued occupancy of the Premises shall be as a tenancy in sufferance.

14. ***RULES AND REGULATIONS.*** Tenant agrees for itself and for its subtenants, employees, agents, and invitees to comply with any attached rules and regulations and with all reasonable modifications and additions that Landlord may make from time to time provided that any such rules and regulations do not materially conflict with the terms and provisions of this Lease. In the event of such conflict, the terms and provisions of the Lease shall control. Nothing in this Lease shall impose upon Landlord any duty or obligation to enforce the rules and regulations as set forth or as hereafter adopted, or the terms, covenants or conditions of any other lease as against any other tenant, and Landlord shall not be liable to the Tenant for violation of the rules and regulations by any other tenant, its servants, employees, agents, visitors or licensees. Landlord shall use reasonable efforts to enforce the rules and regulations of the Building in a uniform and non-discriminatory manner. Tenant shall pay to Landlord all damages caused by Tenant's failure to comply with the provisions of this Section and shall also pay to Landlord as Additional Rent an amount equal to any increase in insurance premiums caused by such failure to comply.

15. ***LANDLORD RESERVED RIGHTS.*** Landlord reserves the following rights exercisable without notice to Tenant and without liability to Tenant for damage or injury to persons, property or business and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for offset or abatement of Rent: (i) to change the Building's name or street address upon 30 days' prior written notice to Tenant, (ii) to install, affix and maintain all signs on the exterior and interior of the Building, (iii) to designate and approve prior to installation, all types of signs, window shades, blinds, drapes, awnings or other similar items, and all internal lighting that may be visible from

the exterior of the Premises, (iv) upon reasonable notice to Tenant, to display the Premises to prospective purchasers at reasonable hours at any time during the Lease Term and to prospective tenants at reasonable hours during the last 12 months of the Lease Term or during any period of time when a Default has occurred and is continuing, (v) to grant to any party the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to prohibit Tenant from using the Premises for the purpose permitted hereunder, (vi) to change the arrangement and/or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, washrooms or public portions of the Building, and to close entrances, doors, corridors, elevators or other facilities, provided that such action shall not materially and adversely interfere with Tenant's access to the Premises or the Building, (vii) to constantly have pass keys to the Premises, (viii) to close the Building after Standard Operating Hours except that Tenant and its employees shall be entitled to admission at all times, under such regulations as Landlord prescribes for security purposes, and (ix) to make alterations, contractions, expansions or additions to the Building or Property provided, that no such changes shall materially alter the size of the Premises (However, the Rentable Area of the Building and Tenant's Proportionate Share may be equitably adjusted to reflect the change in circumstance) or deny reasonable ingress to and egress from the Premises. By executing this Lease, Tenant consents to a change in Tenant's Proportionate Share caused by any alteration, expansion or addition to the Building.

16. ***RELOCATION.*** Landlord may, at Landlord's expense, relocate Tenant within the Building to space, which is comparable in size, utility and condition to the Premises. If Landlord relocates Tenant, Landlord shall reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment, and supplies from the Premises to the relocation space and for reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's notice to Tenant of the exercise of this relocation right. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of the Lease shall remain in full force and shall apply to the relocation space.

17. **NOTICES.** All notices and other communications given pursuant to this Lease shall be in writing and addressed to the parties at the address specified in the Lease Schedule and (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, (ii) hand delivered to the intended addressee, (iii) sent prepaid via a nationally recognized overnight delivery service, or (iv) sent by facsimile transmission, followed by a confirmatory letter. All notices shall be deemed served: (A) three days after deposit in the United States Mail, (B) the date of facsimile transmission or actual service, or (C) one business day after deposit with a nationally recognized overnight delivery service, as the case may be. The parties may change their addresses by giving notice to the other.

18. ***MISCELLANEOUS.***

a) **Option**. This Lease shall not become effective as a lease or otherwise until executed and delivered by both Landlord and Tenant. The submission of the Lease to Tenant does not constitute a reservation of or option for the Premises. The submission of a Tenant signed Lease to Landlord shall constitute an irrevocable offer on the part of Tenant in effect for 30 days to lease the Premises on the terms and conditions herein contained.

b) **Tenant Authority**. Tenant represents and warrants to Landlord that it has full authority and power to enter into and perform its obligations under this Lease, that the person executing this Lease has full power to do so, and that no third party consent or authorization is necessary.

c) **Prohibited Persons and Transactions**. Tenant represents and warrants to Landlord that (i) neither Tenant (nor any person or entity that directly owns a 10% or greater equity interest in Tenant), nor its officers, directors, members or employees is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) throughout the Term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act. In addition, Tenant shall provide Landlord with a certificate or other evidence reasonably acceptable to Landlord of Tenant's continuing compliance with this paragraph. Tenant shall indemnify and hold the Indemnitees harmless from any and all losses, costs, claims and liabilities (including without limitation court costs and attorneys' fees), arising from Tenant's breach of this paragraph. If any action or proceeding is brought against an Indemnitee by reason of any such claim, Tenant upon notice from Landlord will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord. This indemnification will survive the expiration or termination of this Lease.

d) **Entire Agreement**. This Lease and the attached Exhibits and Riders contain the entire agreement between Landlord and Tenant concerning the Premises. There are no other agreements, either oral or written, and no other representations or statements, either oral or written, on which Tenant has relied. This Lease shall not be modified, except by written instrument signed by Landlord and Tenant. This Lease is for the sole benefit of Landlord and Tenant, and no third party shall be deemed a third party beneficiary.

e) **Landlord's Obligations on Sale of the Building**. The sale or transfer of the Building shall relieve Landlord of all Lease obligations accruing or to be performed after the sale or transfer date, provided the buyer or transferee specifically assumes Landlord's obligations.

f) **Binding Effect**. This Lease binds and inures to the benefit of Landlord and Tenant and their respective representatives, successors and permitted assigns.

g) **Captions**. Section headings shall not limit or construe the contents of the sections.

h) **Severability**. The illegality, invalidity, or unenforceability of any provision of this Lease under present or future Laws, shall not affect the remainder of this Lease. In lieu of such provision, a clause as similar as possible while still legal, valid and enforceable shall be substituted.

i) **No Merger**. The leasehold estate shall not merge with the fee estate for any part of the Premises if the same entity holds directly or indirectly any interest in this Lease and any interest in the fee estate.

j) **Abandonment**. If Tenant vacates the Premises but otherwise complies with all terms, covenants and conditions of this Lease, Landlord may (i) enter into the Premises to show the space to prospective tenants, (ii) reduce the services provided to Tenant to such levels as Landlord reasonably determines adequate for an unoccupied premises, and (iii) during the last six (6) months of the Lease Term, prepare the Premises for occupancy by another tenant upon the end of the Lease Term. Tenant expressly

acknowledges that absent written notice from Tenant, none of the foregoing acts or any other act of Landlord shall constitute a termination of Tenant's right to possession or an acceptance of Tenant's surrender of the Premises, and the Lease shall continue in effect.

k) **Landlord's Right to Perform Tenant's Duties**. If Tenant fails to timely perform any necessary maintenance to the tenant space under this Lease, Landlord shall have the right (but not the obligation), to perform such maintenance on behalf and at the expense of Tenant without prior notice to Tenant. All expenses incurred by Landlord in performing such maintenance shall be Additional Rent due and payable upon demand by Landlord with a 15% surcharge to defray Landlord's supervision and overhead expenses. Tenant releases Landlord from any liability, loss or damage to Tenant arising from Landlord's performance of tenant space maintenance pursuant to this paragraph. Landlord's entry into the Premises pursuant to this paragraph shall not constitute an eviction.

l) **Landlord's Title**. Nothing in this Lease shall empower Tenant to do any act that may encumber the title of Landlord, which shall at all times remain paramount to the title of Tenant. This Lease does not grant any rights to light or air over the Property.

m) **Consent**. Whenever Landlord or Tenant's consent is required hereunder, unless specifically provided otherwise, such consent shall not be unreasonably withheld, conditioned or delayed.

n) **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Lease has been executed as of the date set forth in Lease Schedule.

LANDLORD:

VILLAGE OF ARLINGTON HEIGHTS

By: _____

Name: _____

Title: _____

TENANT:

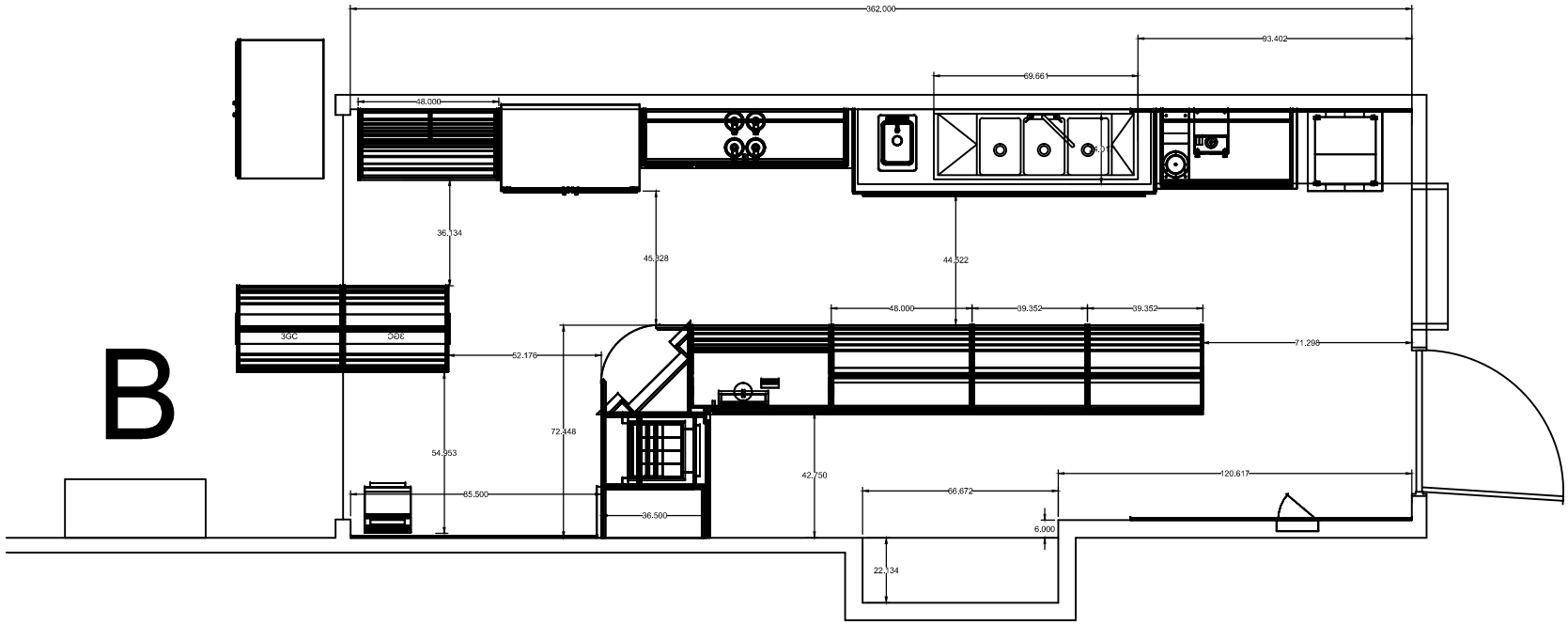
SHREE NEELKANTH INC

By: Dilip J. Patel

Name: DILIP J. PATEL

Title: OWNER

EXHIBIT A
FLOOR PLAN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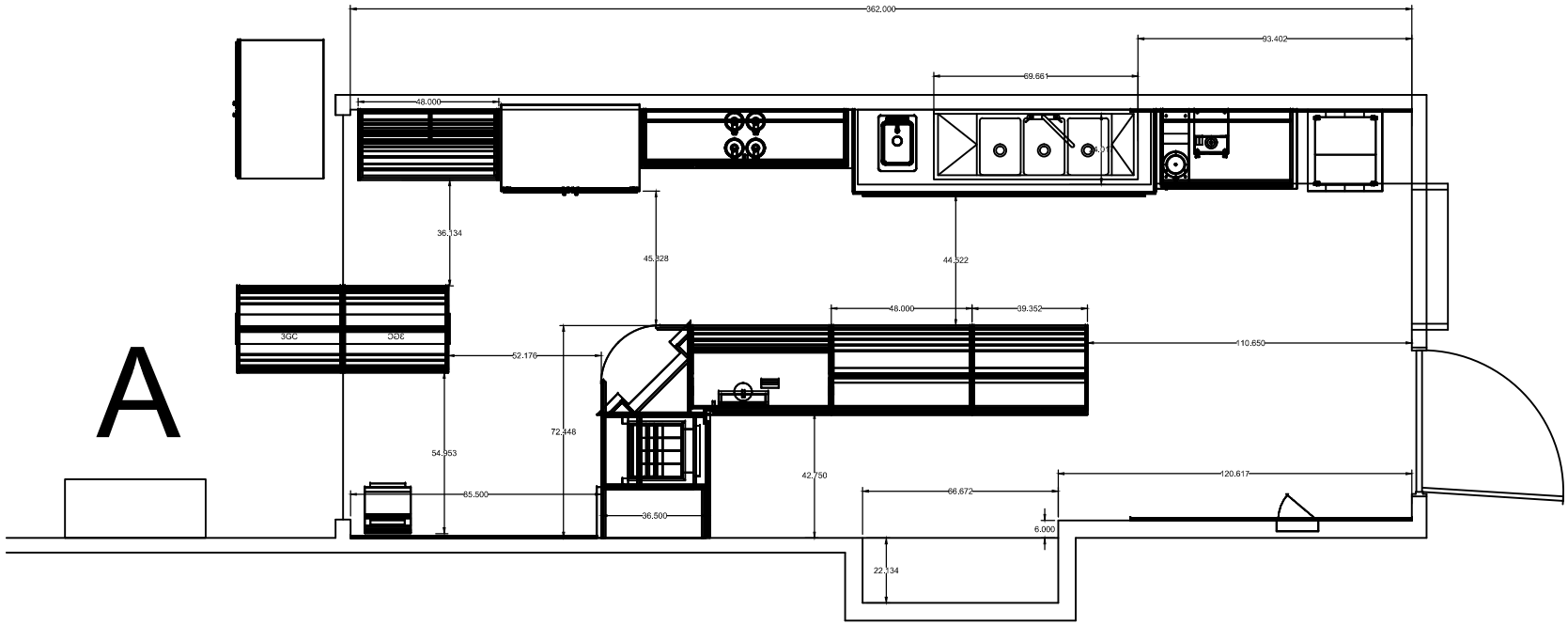
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Village Board
12/21/2020

Item: Resolution - Redevelopment Agreement - Town & Country Shopping Center

Department: Planning/Legal

Department Staff have been working with Town & Country Shopping Center ownership, Visconsi Companies (Town & Country Chicago Associates, LLC) for over a year regarding potential redevelopment and re-tenanting of the vacant grocer space and redevelopment of a vacant out lot for a fast-casual restaurant. Property owner, Visconsi Companies has requested financial assistance through the use of Tax Increment Financing (TIF) towards landlord physical improvement costs, primarily demolition, roof replacement/renovation, environmental abatement and site work.

During this time of continued retail shrinkage, many retailers are struggling and shopping centers such as Northbrook Court and others are converting vacant retail spaces to non-commercial uses. The vacant 50,000 square foot former Dominick's grocery space has been vacant for many years. It was shortly reoccupied by Joe Caputo & Sons for less than a year, when they closed in October 2015, and the store front has been vacant for the past five years.

Grocery anchored shopping centers continue to perform better than retail centers with no grocers as they provide daily traffic and are more resilient to economic changes. There are few retail tenants in the current marketplace that would occupy the vacant 50,000 square foot former Dominick's space. In addition, Town & Country Shopping Center has a 40,000 square foot vacancy at the former Marshall's location. This represents an opportunity to assist and stabilize Town & Country Shopping Center and generate additional sales taxes.

The following is a summary of the key components of the redevelopment agreement which would provide TIF assistance towards the property ownership's costs to improve the center with required landlord improvements. Physical improvements are being made to enhance the property and improve it as an asset. No TIF funds are going to the tenant's themselves. Due to Visconsi's confidentiality agreement with the tenants their identity and leases remain confidential.

The estimated total cost of the improvement to Town & Country Shopping Center is $14,467,000 of which an estimated $2,409,000 are the developer improvement costs. Developer obligations are to cause the advancement of funds by themselves or others necessary to buildout the grocery store space, including interior demolition, complete roof replacement, exterior façade, environmental abatement, site work and interior buildout. It also requires the developer to commence and complete site improvements for the fast-casual restaurant previously approved by the Village. The developer has also agreed to provide an easement to the Village for future uptown gateway signage.

The Village obligations relative to Tax Increment Financing from TIF V would be a total financial assistance of $1,399,000. TIF V has a fund balance as of December 3, 2020 of $3,150,800. Portions of the TIF assistance would be paid upon completion of demolition and roof replacement for the grocery tenant and site work and foundation completion for the fast-casual restaurant. The final payments would be made after issuance of the Certificate of Occupancy for the two referenced tenants.

RECOMMENDATION

It is recommended that a Resolution Approving the Redevelopment Agreement for Town & Country Shopping Center, be approved.

ATTACHMENTS:

Description	Type
Redevelopment Agreement - Town & Country Shopping Center	Resolution

A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND TOWN & COUNTRY CHICAGO ASSOCIATES, LLC

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: That Town & Country Chicago Associates, LLC, is the owner of the property known as the Town & Country Shopping Center, located at the southeast corner of Arlington Heights and Palatine Roads, Arlington Heights, Illinois.

SECTION TWO: That a Redevelopment Agreement by and between the Village of Arlington Heights and Town & Country Chicago Associates, LLC, dated December 21, 2020, concerning redevelopment of the Town & Country Shopping Center, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION THREE: The Village President and Village Clerk are hereby authorized and directed to execute said agreement on behalf of the Village of Arlington Heights.

SECTION FOUR: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law and the Agreement shall be recorded by the Village Clerk in the Office of the Cook County Clerk.

AYES:

NAYS:

PASSED AND APPROVED this 21st day of December, 2020.

_____
Village President

ATTEST:

_____
Village Clerk

VILLAGE OF ARLINGTON HEIGHTS
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
(NEW TOWN & COUNTRY MALL PROJECT)

THIS REDEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2020, by and between the **VILLAGE OF ARLINGTON HEIGHTS,** an Illinois municipal corporation ("Village"), and **TOWN & COUNTRY CHICAGO ASSOCIATES, LLC,** an Ohio limited liability company ("Developer") (the Village and Developer are hereinafter sometimes collectively referred to as the "Parties").

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11- 74.4 -1 *et seq.)* ("Act"), the Village has undertaken a program to redevelop certain property within the Village which is legally described in Exhibit A, attached hereto made a part hereof ("Redevelopment Project Area"); and

WHEREAS, on February 7, 2005, the Corporate Authorities of the Village, after giving all notices and conducting all public hearings required by the Act, adopted the following ordinances: (1) Ordinance No. 05-007 approving a Tax Increment Redevelopment Plan and Project for the Redevelopment Project Area, (2) Ordinance No. 05-008 designating the Redevelopment Project Area pursuant to the Act, and (3) Ordinance No. 05-009 adopting Tax Increment Allocation Financing for the Redevelopment Project Area; and

WHEREAS, the Developer, as record owner, pursuant to a Redevelopment Agreement dated May 2, 2005, redeveloped a portion of the Redevelopment Project Area legally described in Exhibit B, attached hereto and made a part hereof (the "Town & Country Mall Property") with a commercial/retail development ("Town & Country Mall Project"), and

WHEREAS, the Developer now intends to redevelop and improve that portion of the Town & Country Mall Property depicted on the site plan, attached hereto and made a part hereof as Exhibit C, by: (i) a tenant to build-out and operate a grocery store in the area commonly described as 325 East Palatine Road; and (ii) a separate tenant to construct and operate a restaurant with a drive-thru in the area commonly described as 225 East Palatine Road ("New Town & Country Mall Project"), and

WHEREAS, to facilitate the development of the New Town & Country Mall Project and subject to and in accordance with the terms of this Agreement, the Village has agreed to reimburse the Developer for certain eligible Redevelopment Project Costs, as defined in Article V, that the Developer incurs in connection with the redevelopment of the New Town & Country Mall Project; and

WHEREAS, in connection with the Developer's undertaking of the New Town & Country Mall Project within the Redevelopment Project Area, the Developer intends to construct certain site improvements, the costs of which are eligible for reimbursement pursuant to the Act; and

WHEREAS, the New Town & Country Mall Project shall be undertaken in accordance with plans and specifications approved by the Village; and

WHEREAS, the Developer would not undertake the New Town & Country Mall Project Redevelopment Area but for the benefit of certain tax increment financing to be provided by the Village in accordance with the terms set forth in this Agreement; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, and the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the redevelopment of the Town & Country Mall Property as provided for herein will further the growth of the Village, facilitate a portion of the redevelopment of the Redevelopment Project Area, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, foster increased economic activity within the Village, increase employment opportunities within the Village, upgrade public infrastructure within a portion of the New Town & Country Mall Project, and otherwise be in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers; and

WHEREAS, the Village is desirous of having the Town & Country Mall Property redeveloped in order to serve the needs of the Village community and in order to produce increased tax revenues for the various taxing districts authorized to levy taxes on the Town & Country Mall Property and the Village and, in order to stimulate and induce the redevelopment of the New Town & Country Mall Project, the Village has agreed to reimburse certain Redevelopment Project Costs through property tax increment revenues, all in accordance with the terms and provisions of the Act and this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Developer do hereby agree as follows:

ARTICLE I
RECITALS PART OF AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II
MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent.

The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county or local) any financial or other aid and assistance (including any necessary permits, entitlements and approvals) required of or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property. Developer and the Village each agree to execute all documents and other instruments reasonably required by Developer's lender, if any, in connection with the New Town & Country Mall Project, to the extent that the Village incurs no liability.

ARTICLE III
OBLIGATIONS OF THE PARTIES

3.1. **Developer Obligations and Agreements.** In consideration of the Village's substantial commitment to the redevelopment of the Redevelopment Project Area pursuant to the Redevelopment Plan and its commitments contained in this Agreement, Developer has fulfilled, or will fulfill, the following obligations:

A. The Developer has advanced, shall hereafter advance, or shall cause other parties to advance, its share of the funds necessary to undertake the New Town & Country Mall Project, in accordance with the Plans and the underlying tenant lease agreements;

B. Developer has secured, or shall secure or cause to be secured, all required permits and approvals necessary for partial demolition, reconstruction and redevelopment of the New Town & Country Mall Project to be constructed by the Developer pursuant to underlying individual tenant leases;

C. Developer shall cooperate with the Village and provide the Village with the information required and necessary under the Act so that the Village can fulfill its obligations under the Act and its obligations under this Agreement;

D. Developer shall complete the New Town & Country Mall Project in accordance with the Plans.

E. The New Town & Country Mall Project shall have an estimated total cost of approximately Fourteen Million Four Hundred Sixty-Seven Thousand Dollars ($14,467,000.00 (the "Total Project Budget").

F. The estimated Developer Costs for the New Town & Country Mall Project are approximately Two Million Four Hundred Nine Thousand Dollars ($2,409,000.00), as set forth in Exhibit E, attached hereto and made a part hereof (the "Total Developer Costs"). The dollar amounts are permitted to move amongst the line items set forth in Exhibit E if final project costs change.

G. The New Town & Country Mall Project shall be constructed substantially in accordance with the timeline attached hereto and made a part hereof as Exhibit F, subject to force majeure events and permitted extension(s) thereto.

H. Prior to final payment by the Village of the Village Contribution (as that term is defined in Section 3.2A of this Agreement, the Developer shall execute and record against the Town & Country Mall Property an easement for the benefit of the Village along a portion of Arlington Heights Road for future installation of uptown corridor enhancement signage. Said easement shall be executed prior to final payment of TIF funds from the Village. The specific location of the easement area shall be decided mutually by the Village and Developer and shall be located in one of the areas depicted in Exhibit D, attached hereto and made a part hereof. Notwithstanding the foregoing, the Developer shall not be required to grant an easement which would violate or breach any easement, covenant or other encumbrance affecting the proposed easement area or if the placement of the easement area is frustrated due to existing utilities. The Developer makes no guaranties, warranties or representations regarding the Village's ability to use the easement for its intended purpose.

The Village Manager may, in his sole and absolute discretion, grant written extension(s) to the timeline totaling not more than 180 days without approval of the corporate authorities of the Village or amendment of this Agreement.

3.2. **Village Obligations and Agreements**. In consideration of Developer's substantial economic commitment to the development and construction of the New Town & Country Mall Project, the Village agrees, represents and covenants with Developer as follows:

A. The Village shall pay the Developer up to One Million Three Hundred Ninety Nine Thousand Dollars ($1,399,000.00) ("Village Contribution") to partially subsidize the costs of the development and construction of the New Town & Country Mall Project and to reimburse the Developer for those costs of the New Town & Country Mall Project that constitute TIF-eligible redevelopment project costs, as such term is defined in the Act ("New Town & Country Mall Project Costs"), as set forth in Exhibit G, attached hereto and made a part hereof, and as evidenced by a certificate in the form attached hereto and made a part hereof as Exhibit H, prepared by the Developer and reasonably approved by the Village certifying the amount of the New Town & Country Mall Project Costs actually incurred by the Developer as of the date of such certificate ("Certificate of Expenditure"), together with copies of sworn contractors' statement, payment

receipts, waivers of lien, and/or such other documents evidencing the Developer's payment of the New Town & Country Mall Project Costs for which the Developer seeks reimbursement. The TIF eligible dollar amounts are permitted to move amongst the line items set forth in Exhibit G if final project costs change. Additionally, prior to or in conjunction with the payment request for that portion of the Village Contributions set forth in Section 3.1(A)(1)(a), the Developer shall provide the Village with the following: (i) proof of owner financing, (ii) evidence of execution of leases with Tenant No. 1 and Tenant No. 2, and (iii) copies of building permits issued. The Village Contribution shall be paid as follows:

(1) Anchor Tenant Grocery Store ("Tenant No. 1"):

(a) The Village shall pay to the Developer the amount of Five Hundred Thousand Dollars ($500,000.00) on the 45 day following the last to occur of: the demolition and roof replacement; satisfactory inspection and approval thereof by the Village, if applicable; issuance of a building permit for the Tenant No. 1 interior build out; and submittal of a Certificate of Expenditure, together with written documentation evidencing the expenditure of those New Town & Country Project Costs for which reimbursement is sought.

(b) The Village shall pay to the Developer the amount of Six Hundred Seventy-Nine Thousand Dollars ($679,000.00) on the 45th day following the last to occur of: issuance of a temporary or final certificate of occupancy, whichever is the first issued; and the submittal of a Certificate of Expenditure, together with written documentation evidencing the expenditure of those Redevelopment Project Costs for which reimbursement is sought.

(2) Restaurant with Drive-Thru Project ("Tenant No. 2"):

(a) The Village shall pay to the Developer the amount of One Hundred Thousand Dollars ($100,000.00) on the 45th day following the last to occur of: completion of the extension of utilities to Tenant No. 2's parcel and footing foundation; satisfactory inspection and approval thereof by the Village; issuance of a building permit for the Tenant No. 2 building; and submittal of a Certificate of Expenditure, together with written documentation evidencing the expenditure of those New Town & Country Mall Project Costs for which reimbursement is sought.

(b) The Village shall pay to the Developer the amount of One Hundred Twenty Thousand Dollars ($120,000.00) on the 45th day following the last to occur of: issuance of a temporary or final certificate of occupancy, whichever is the first issued; and the submittal of a Certificate of Expenditure, together with written documentation evidencing the expenditure of those New Town & Country Mall Project Costs for which reimbursement is sought.

In the event Tenant No. 1 and/or Tenant No. 2 do not obtain temporary or final certificates of occupancy for either or both of their respective projects ("Tenant Spaces") by June 30, 2022,

the Developer shall have one year from June 30, 2022 to assist Tenant No. 1 and/or Tenant No. 2 in obtaining temporary or final certificates of occupancy or re-tenant either or both Tenant Spaces. Any replacement tenant(s) shall be of comparable quality, in a business that is anticipated to generate a comparable amount of annual sales tax receipts, and must be pre-approved by the Village, which pre-approval shall not be unreasonably withheld.

B. The Developer acknowledges that the Village Contribution is based upon the Total Developer Costs. Prior to or in conjunction with the payment request for that portion of the Village Contribution set forth in Sections 3.2(A)(1)(a) or 3.2(A)(2)(a), the Developer shall submit to the Village a certification of actual Total Developer Costs incurred by Developer in connection with the New Town & Country Mall Project, together with copies of all sworn contractors' statements, waivers of lien, construction contracts and such other documents evidencing the actual Total Developer Costs of the New Town & Country Mall Project as may be requested by the Village ("Final Developer Project Costs"). The Village and its financial consultant shall have ninety (90) days to review the certification of Final Developer Project Costs and the documentation evidencing the actual costs and shall notify the Developer in writing if the certification of costs and submitted documentation are acceptable, or not, within such ninety (90) day time period. If not acceptable, the Parties shall negotiate to resolve the Village's objections. Upon agreement by the Parties as to the Final Developer Project Costs, in the event the Final Developer Project Costs are less than $2,409,000, the amount of the Village Contribution shall be reduced proportionally. By way of example, if the Final Developer Project Costs are $2,000,000, the proportional reduction of the Village Contribution is $237,522 (100% - ($2,000,000 / $2,409,000) x $1,399,000 = $237,522).

C. The Village agrees, so long as the Developer is not deemed to be in breach of this Agreement pursuant to and in accordance with Section 6.7 of this Agreement, that the Village will not revoke, rescind, repeal, or amend the Redevelopment Plan or the ordinances adopted by the Village relating to the Redevelopment Plan, the New Town & Country Mall Project and this Agreement, unless it has first deposited into an escrow account the then-remaining balance of the Village Contribution that has not yet been paid to the Developer, pursuant to an escrow agreement to be negotiated in good faith and executed by the Village and the Developer. In the event that an escrow account is established pursuant to this Section 3.2C, all subsequent payments to the Developer pursuant to this Agreement will be paid from the escrow account and not from any other Village source.

ARTICLE IV

[RESERVED]

.

ARTICLE V
DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer Representations, Warranties and Covenants. Developer represents, warrants and covenants that now and all times during the term of this Redevelopment Agreement:

A. Developer is Town & Country Chicago Associates, LLC, validly existing and in good standing under the laws of the State of Ohio. Developer has all power and authority to own all of its respective properties and to carry on its respective business or properties of the Developer. Developer is qualified to do business and is in good standing in each jurisdiction where the failure to be so qualified would have a materially adverse effect on the business or properties of the Developer.

B. Developer has all requisite power, authority and capacity to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance by Developer of this Agreement and the documents contemplated hereby and the consummation by Developer of the transactions contemplated thereby, have been duly and validly authorized and all requisite limited liability company action has been taken to make them the valid and binding obligations of Developer, enforceable against Developer in accordance with their terms.

C. Delivery and performance of this Agreement by Developer, and the consummation by Developer of the transactions contemplated hereby, do not and will not contravene or constitute a default under or give rise to right of termination, cancellation, acceleration or material modification of any right or obligation of Developer under any provision of any applicable law or regulation, the Articles of Organization or By-Laws of Developer, any agreement, contract, plan, lease, arrangement or commitment, or any judgment, injunction, order, decree, administrative interpretation, award or other instrument to which Developer is a party or by which Developer may be bound.

D. There are no actions, suits, proceeding or investigations pending, or, to Developer's knowledge, threatened, nor does any reasonable basis exist therefor which would have a material and adverse impact on the business of Developer, against or affecting the Developer or any of the Developer's assets, at law or in equity, or before or by any federal, state, municipal or other governmental department commission, board or agency, domestic or foreign. The Developer is not operating its business under or subject to, nor is in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board or agency, domestic or foreign, and, to Developer's knowledge, the Developer has not been charged or threatened with a charge or violation, or, to Developer's knowledge, is under investigation with respect to possible violation, of any provision of any federal, state or local law or administrative ruling or regulation relating to Developer or any of its assets.

E. Developer has conducted, and is conducting, its business in compliance with all applicable laws, regulation or requirements of each jurisdiction, whether federal, state or local, in which its business is conducted.

F. To the best of the Developer's knowledge as of the date of this Agreement, no representation by Developer in this Agreement or in any written statement, exhibit, schedule, certificate, document, or instrument provided to the Village pursuant to this Agreement and in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein not misleading.

G. The Developer represents and warrants that the New Town & Country Mall Project will conform and comply with all applicable federal, state and local building and zoning laws, rules, regulations and ordinances.

H. The Developer represents, warrants and covenants that no member, official, officer or employee of the Village, or any commission or committee exercising authority over the New Town & Country Mall Project, or any consultant hired by the Village or the Developer with respect thereto, owns or controls, has owned or controlled any interests, direct or indirect, in the Developer's business, the New Town & Country Mall Project, or the Town & Country Mall Property.

I. All warranties, representations, and covenants of the Developer contained in the Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall remain in effect throughout the term of this Agreement.

ARTICLE VI
GENERAL PROVISIONS

6.1. **Reserved**.

6.2. **Term of this Agreement.** This Agreement shall expire on the earlier of: (a) June 30, 2023; (b) on the date the Village has completed all payment obligations under this Agreement; or (c) the date of termination of this Agreement by the Village due to a breach by the Developer pursuant to and in accordance with Section 6.7 of this Agreement.

6.3. **Notice.** All notices, demands, requests and other communications, required or permitted under this Agreement ("Notices") shall be in writing and shall be deemed properly served when delivered by hand to the party to whose attention it is directed or when received if sent, postage prepaid, by registered or certified mail, return receipt requested, or by an overnight carrier such as Federal Express, and shall be deemed received by such party three (3) regular business days after mailing in accordance with the foregoing provisions, and follows:

VILLAGE:	Village of Arlington Heights 33 South Arlington Heights Road Arlington Heights, Illinois 60005 Attn: Village Manager
WITH A COPY TO:	Elrod Friedman LLP Attn: Hart M. Passman 325 North LaSalle Street Suite 450 Chicago, IL 60654
DEVELOPER:	Dominic A. Visconsi, Jr. and Alan D. Prince Town & Country Chicago Associates, LLC 30050 Chagrin Boulevard, Suite 360 Pepper Pike, Ohio 44124-5774
WITH A COPY TO:	Storino, Ramello & Durkin Attn: Brian W. Baugh 9501 West Devon Avenue Suite 800 Rosemont, Illinois 60018

or at any such other address or to such other party which any party entitled to receive notice hereunder designates to the other in writing, in accordance with the foregoing Notice provisions. Notices may be given by a party or said party's attorney as identified above.

6.4. **Successors and Assigns.** The terms, conditions and covenants set forth in the Agreement or otherwise attaching by operation of law shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the Village and the Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the New Town & Country Mall Project, including the Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the New Town & Country Mall Project or a portion thereof, however, that all such legal title holders shall remain liable after their ownership interest in the New Town & Country Mall Project ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed.

6.5. **Waiver.** No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing and signed by such party. No waiver shall be taken of any other similar provision or of any future event, act or default. Any provision or condition or term hereof established primarily for the benefit of one party hereto may be waived by such party with or without notice, which waiver may be made retroactively.

6.6. **Severability.** In the event that any jurisdiction the law of which shall apply, any provision of this Agreement shall be finally adjudicated invalid and unenforceable, in whole or in

part, or shall cause this Agreement to be unenforceable, in whole or in part, such provisions shall be limited for purposes of such jurisdiction to the extent necessary to render the same and the remainder of this Agreement valid and enforceable, or shall be exercised from this Agreement for purposes of such jurisdiction as circumstances require, to preserve the validity and enforceability of the remainder of this Agreement and this Agreement shall be construed for purposes of such jurisdiction as if said provision *ab initio* has been incorporated herein as so limited to had not been included herein, as the case may be.

6.7. **Enforceability of the Redevelopment Agreement; Defaults; Remedies.**

A. This Agreement shall be enforceable by any party by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein set forth.

B. Any breach of any material term of this Agreement by either party shall entitle the non-breaching party to the remedy of specific performance in addition to any other remedy available at law, in equity, or by statute.

C. No action based upon any violation of this Agreement shall be brought except after written notice to the breaching party describing the nature of the alleged violation, and until said party shall have had a thirty (30) day period in which to cure the violation. A non-monetary default under this Agreement shall not be deemed to be a violation provided that such default is not capable of being cured within such thirty (30) day period, and after notice the party in violation shall institute and diligently pursue to completion appropriate measures to remove or remedy the default.

D. All remedies provided for in this Agreement are cumulative and the election or use of any particular remedy by any of the parties shall not preclude that party from pursuing such other or additional relief as it may be entitled to either in law or in equity.

E. In the event any action is brought arising from a breach of this Agreement or to enforce any provision of this Agreement, venue shall lie in the Circuit Court of Cook County, Illinois, and the prevailing party in such action shall be entitled to recover its costs, expenses and reasonable attorneys' fees from the breaching party.

F. Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise).

G. The rights and remedies of any party to this Agreement (or its successors in interest), whether provided by law or by this Agreement, shall be cumulative, and the exercise by a party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies. No waiver made with respect to the performance, nor

nor the manner or time thereof, of any obligation of Developer or the Village, or any condition under the Agreement shall be considered a waiver of any rights of a party with respect to the particular obligation of the other party or condition beyond those expressly waived in writing.

6.8. **Recording of Agreement.** A copy of this Agreement or a Memorandum hereof shall be recorded against the Property.

6.9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the law of the State of Illinois.

6.10. **Entire Agreement: Amendments: Conflict.** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between the parties hereto, other than those which are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon them, unless in writing and signed by both Parties. In the event any of the terms of this Agreement conflict with any of the terms of the exhibits attached thereto, the terms of this Agreement shall control.

6.11. **Force Majeure.** The Village and the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty; strike; shortage of material; unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperature of abnormal degree or for an abnormal duration, tornadoes or cyclones; acts of terrorism, Acts of God, pandemic(s) or other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first written above.

VILLAGE OF ARLINGTON HEIGHTS,

By:_____
Village President

Attest:_____
Village Clerk

TOWN & COUNTRY CHICAGO ASSOCIATES, LLC, an Ohio limited liability company

By: Visconsi Employee Holding Company, Ltd.
an Ohio limited
Its: Sole Member

By: Dominic A. Visconsi Jr.
Name: Dominic A. Visconsi, Jr.
Title: Manager

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

THAT PART OF THE SOUTH HALF OF SECTION 17 AND THE NORTH HALF OF SECTION 20 IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 66 IN C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 1928 AS TORRENS DOCUMENT NO. 396997, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 66 TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 66 TO THE SOUTHEAST CORNER OF SAID LOT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 44 IN SAID C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION, EXTENDED TO THE EASTERLY RIGHT-OF-WAY LINE OF CLARENCE AVENUE; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CLARENCE AVENUE TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF LOT 46, EXTENDED EASTERLY; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE SOUTHWEST CORNER OF SAID LOT 46; THENCE, SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 62 THROUGH 58, INCLUSIVE, EXTENDING SAID EASTERLY LINE OF LOT 58 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF JANE AVENUE IN SAID C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISOIN; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO AN ANGLE POINT IN SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE EXTENDED TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RAND ROAD IN SAID C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF DOROTHY AVENUE (A.K.A. DOUGLAS AVENUE) IN SAID C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION, THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE NORTHERLY ON SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 1 IN COURTYARDS OF ARLINGTON SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1984 AS DOCUMENT NO. 26981640; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID COURTYARDS OF ARLINGTON SUBDIVISION EXTENDED TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ARLINGTON HEIGHTS ROAD TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF PALATINE ROAD; THENCE EASTERLY, NORTHERLY, EASTERLY, SOUTHERLY, EASTERLY, NORTHERLY AND EASTERLY ALONG SAID NORTHERLY

RIGHT-OF-WAY LINE OF PALATINE ROAD TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE, EXTENDED NORTHERLY; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND EASTERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF TOWN & COUNTRY MALL REDEVELOPMENT PROJECT AREA
P.I.N.: 03-20-101-016-0000

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, 50 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, THENCE SOUTH 89 DEGREES, 66 MINUTES, 12 SECONDS EAST, ALONG THE NORTH LINE OF SAID 250 FEET, 1,268.62 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 0 DEGREES, 16 MINUTES, 27 SECONDS EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 205.04 FEET TO A POINT, SAID POINT BEING 44.96 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 46 DEGREES, 56 MINUTES, 25 SECONDS EAST, A DISTANCE OF 165.25 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE, CONVEX NORTHERLY, HAVING A RADIUS OF 60 FEET, A DISTANCE OF 66.24 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DOROTHY AVENUE, 249.37 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 46 DEGREES, 56 MINUTES, 25 SECONDS EAST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DOROTHY AVENUE, A DISTANCE OF 492.87 FEET TO A POINT ON A LINE 59 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD; THENCE NORTH 48 DEGREES, 02 MINUTES, 35 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 735.85 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 16 MINUTES, 27 SECONDS EAST, ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, 7.33 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 89 DEGREES, 57 MINUTES, 27 SECONDS WEST, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, AND SAID SOUTH LINE EXTENDED WEST, 362.57 FEET TO THE WEST LINE OF THE EAST 33 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 0 DEGREES, 16 MINUTES, 02 SECONDS WEST, ALONG SAID WEST LINE OF THE EAST 33 FEET, A DISTANCE OF 187.97 FEET TO THE SOUTH LINE OF PALATINE ROAD; THENCE

NORTH 89 DEGREES, 42 MINUTES, 10 SECONDS WEST, ALONG THE SOUTH LINE OF PALATINE ROAD, A DISTANCE OF 864.82 FEET TO AN ANGLE POINT; THENCE SOUTH 39 DEGREES, 07 MINUTES, 47 SECONDS WEST, A DISTANCE OF 48.39 FEET TO A POINT ON A LINE 60 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 14 MINUTES, 48 SECONDS EAST, ALONG SAID PARALLEL LINE, 295 FEET TO A POINT, THENCE NORTH 89 DEGREES, 56 MINUTES, 12 SECONDS WEST, A DISTANCE OF 10 FEET TO A POINT ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 14 MINUTES, 48 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 600.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

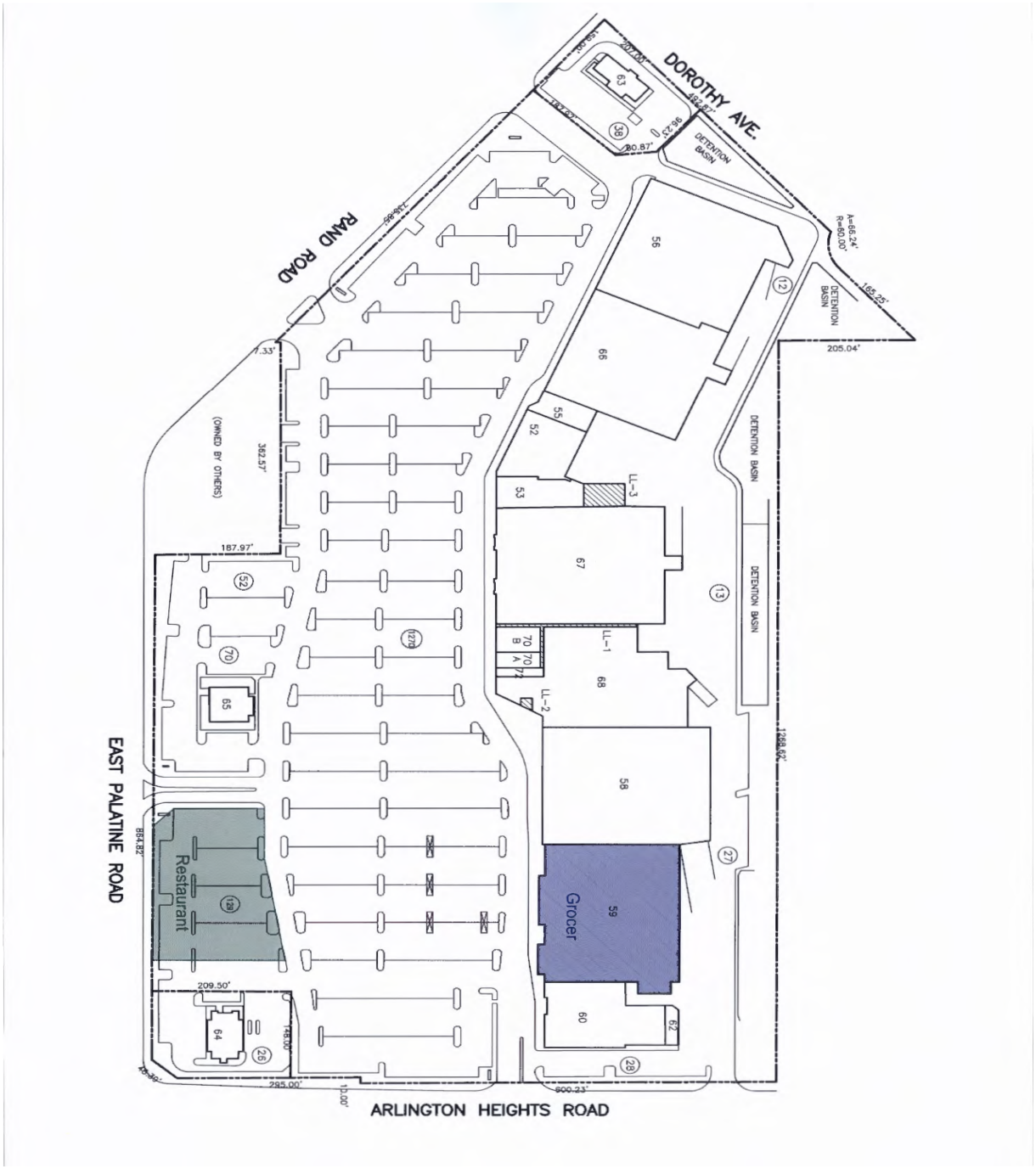
12 FOOT DRAINAGE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT AND MAINTENANCE AGREEMENT RECORDED JUNE 6, 1984 AS DOCUMENT 27117983 FOR STORM WATER DRAINAGE PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTH HALF OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 250.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, 831.98 FEET WESTERLY OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20 AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH 89 DEGREES, 35 MINUTES, 37 SECONDS EAST ALONG SAID NORTH LINE OF THE SOUTH 250.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 486.45 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 205.04 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF DOROTHY AVENUE; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF DOROTHY AVENUE SOUTH 47 DEGREES, 12 MINUTES, 52 SECONDS WEST A DISTANCE OF 16.35 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 204.23 FEET; THENCE NORTH 89 DEGREES, 35 MINUTES, 37 SECONDS WEST A DISTANCE OF 474.54 FEET; THENCE NORTH 00 DEGREES, 24 MINUTES 23 SECONDS EAST A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

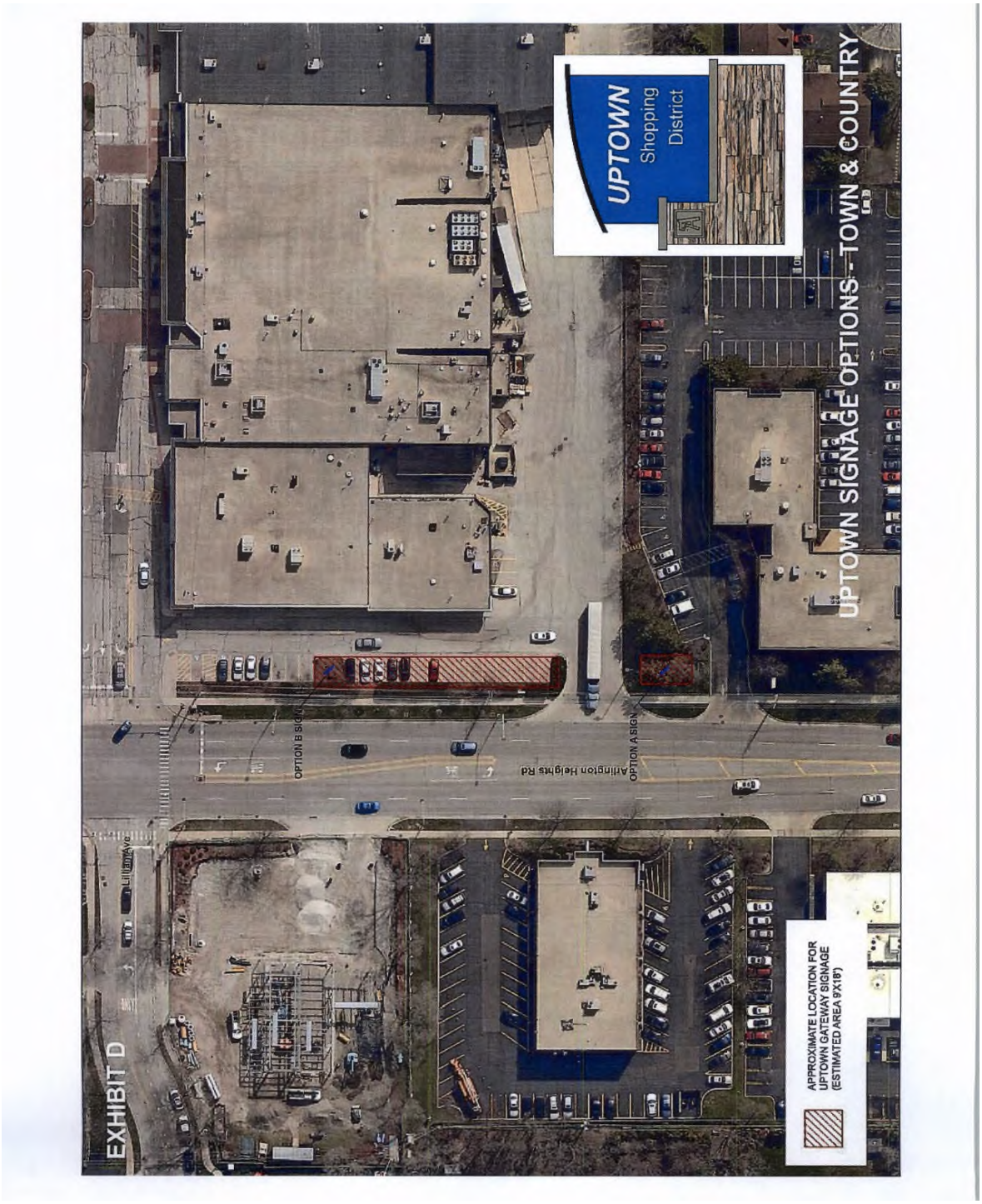
EXHIBIT C

SITE PLAN



954770v4

EXHIBIT D



954770v4

EXHIBIT E

EXHIBIT E

TOTAL DEVELOPER COSTS

TENANT NO. 1	
Demolition and Environmental Remediation	$ 428,900
Roof Replacement and Repairs	730,588
Architectural, Engineering and Environmental	105,000
Building Permits	1,825
Reimbursement by Tenant	(662,544)
Construction Management	137,000
Travel and Other	7,000
Legal - Leasing	91,193
Legal - Redevelopment Agreement	11,000
Leasing - Commissions	165,100
Financing - Existing Lender	47,000
Owner Capital Costs - Interest on Revolving LOC	19,000
Owner Capital Costs - Foregone Rent and NNN's on GLA during Renovation (former Dominick's)	621,938
Subtotal Tenant No. 1	$ 1,703,000
TENANT NO. 2	
Demolition and Earthwork	$ 48,450
Sitework - Utilities Extension	130,820
Construction Testing	4,500
Traffic Maintenance	3,000
Access Drive and Parking Lot Repairs and Repaving	120,705
Architectural, Engineering and Surveying	73,825
Building Permits and Impact Fees	51,000
Construction Management	29,000
Travel and Other	5,000
Legal - Leasing	35,000
Leasing - Commissions	158,700
Financing - Existing Lender	33,000
Owner Capital Costs - Interest on Revolving LOC	13,000
Subtotal Tenant No. 2	$ 706,000
GRAND TOTAL TENANT NO. 1 AND TENANT NO. 2	**$ 2,409,000**

EXHIBIT F

New Town & Country Mall Project Timeline

Developer completes work required per Tenant No. 1 lease	February 1, 2021
Developer completes work required per Tenant No. 2 lease	February 1, 2021
Tenant No. 1 obtains permit to commence its construction	October 1, 2021
Tenant No. 2 obtains permit to commence its construction	October 1, 2021
Tenant No. 1 obtains temporary or final certificate of occupancy	June 30, 2022
Tenant No. 2 obtains temporary or final certificate of occupancy	June 30, 2022

EXHIBIT G

REDEVELOPMENT TIF ELIGIBLE PROJECT COSTS
NEW TOWN & COUNTRY MALL PROJECT

Tenant No. 2	
Site work/Demolition/Access Drive Repairs	$ 60,000
Engineering/Survey	$ 60,000
Leasing/Financing	$100,000
	$220,000
Tenant No. 1	
Demolition/Asbestos/Environmental	$420,000
Roof Repairs/Replacement/Renovation	$709,000
Architectural/Engineering/Environmental	$ 50,000
	$1,179,000
TOTAL	$1,399,000

EXHIBIT H
REIMBURSEMENT APPLICATION

APPLICATION NO._____

DATE:_____

Pursuant to the Redevelopment Agreement (AAgreement@) between the Village of Arlington Heights (the "Village") and _____ ("Developer"), the undersigned hereby requests reimbursement in the amount of _____Dollars ($_____) for eligible Redevelopment Project Costs incurred as follows:

Total reimbursement requested to date: $_____

Total reimbursement received to date: $_____

This request: $_____

Developer hereby certifies to the Village that as of this date it has submitted to the Village:

1. A copy of the ALTA Owners Policy of Title Insurance showing that record fee simple title to all of the land within the Town & Country Mall Project Redevelopment Area is vested in the Developer except for public rights of way therein;
2. Developers and Contractors Sworn Statement; copies of all lien waivers required by the title company in order to issue a current pending disbursement title endorsement and an updated mechanic lien endorsement for the amount requested to date; and
3. Copies of all bills, invoices, and other reasonable information requested by the Village to evidence the Developers costs and payments for the Town & Country Mall Project Redevelopment Area and the right to reimbursement of the amount requested herein.

Undersigned hereby certifies that the amount requested herein is for eligible

Redevelopment Project Costs incurred by the Developer and not previously reimbursed by the Village.

Requestor:_____

By:_____

Date:_____

The Village authorizes the disbursement of funds to_____in the amount of $_____in accordance with the Redevelopment Agreement.

VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS

By:_____

Date:_____

Village Board
12/21/2020

Item: Permit Fee Waiver - Arlington Heights Park District

Department: Building & Life Safety

Background

The Arlington Park District is requesting a waiver of the planning and building permit fees at Green Slopes Park, 1337 N Belmont Avenue, for tennis court renovations anticipated to begin mid-June, 2021 . The project will include removal and replacement of sections of sidewalk and the current tennis courts. Two new tennis courts and four pickle ball courts with two bang boards will be installed.

Estimated cost of the permit fee waiver: $6,000.00

Recommendation

It is recommended that the Village Board grant the Arlington Heights Park District a waiver of the permit fees related to the project at 1337 N Belmont Avenue, with the exception of any out of pocket fees.

ATTACHMENTS:

Description	Type
Letter	Correspondence

Arlington Heights Park District

December 8, 2020

Mr. Randy Recklaus
Village Manager
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Re: Request for Waiver of Fees – Green Slopes Tennis Courts Renovation Project

Mr. Recklaus:

The Arlington Heights Park District will be entering the bidding phase for tennis court renovations at Green Slopes Park at 1337 N. Belmont Ave. The project is anticipated to begin mid-June 2021, and will include the removal and replacement of sections of sidewalk and the current tennis courts. Two new tennis courts and four pickle ball courts with two bang boards will be installed.

Following prior practice, the Arlington Heights Park District respectfully requests the waiver of all applicable Village of Arlington Heights Planning and Building Permit fees and/or all applicable Village review fees. The Park Board of Commissioners and staff appreciate your assistance on this matter.

If you need any additional information, please feel free to contact me at (847) 506-7145. Thank you again for the continued cooperation and support from the Village of Arlington Heights.

Sincerely,

Benjamin M. Rea, CPRE
Director of Parks and Planning

410 N. Arlington Heights Rd. | Arlington Heights, IL 60004 | Phone 847.577.3000 | Fax 847.577.3050 | WWW.AHPD.ORG

Village Board
12/21/2020

Item: Little University Child Care Center - 2501 N. Chestnut Ave. - PC#20-005

Department: Planning & Community Development

Requested Action

1. Land Use Variation to allow a Day Care Center in the R-3 Zoning District.

Variations Required

1. Variation from Chapter 28, Section 6.12-1 of the Municipal Code, to waive the requirement to provide a traffic and parking study from a certified Traffic Engineer.

Recommendation

A public hearing was held by the Plan Commission on November 18, 2020 where Commissioner Green moved and Commissioner Jensen seconded:

A motion to recommend to the Village Board of Trustees approval of PC# 20-005, a Land Use Variation to allow a day care center in the R-3 Zoning District, and the following variation:

1. Variation from Chapter 28, Section 6.12.1 of the Municipal Code, to waive the requirement to provide a traffic and parking study from a certified traffic engineer.

This recommendation is subject to the following conditions:

1. Any future expansion of the proposed day care will require an amendment to this Land Use Variation.

2. If the remaining vacant space previously occupied by Glenkirk is re-tenanted or repurposed for church uses, parking will need to be evaluated in order to verify that code-required parking is still within the allowances of the 2015 variation.

3. The Petitioner shall comply with all DCFS requirements.

4. The Petitioner shall comply with all federal, state, and Village codes, regulations and policies.

Roll Call Vote: Commissioners Cherwin, Dawson, Drost, Green, Jensen, Lorenzini, Sigalos and Chair Ennes voted in favor. Motion carried.

ATTACHMENTS:

Description	**Type**
Staff Report	Board or Commission Report
Minutes - 11/18/20	Minutes
Aerial	Exhibits
Business Summary	Exhibits
Building Floor Plan	Exhibits
Daycare Floor Plan	Exhibits
Business Information (Parent Handbook)	Exhibits
Plat of Survey	Exhibits
Parking Survey	Exhibits
Ordinance 15-043	Ordinance
Written response to Land Use & Zoning Code Variations	Correspondence
Department Comments - Round 1	Exhibits
Department Comments - Round 1 - Petitioner Response	Exhibits
Department Comments - Round 2	Exhibits
PC Timeline Tracker	Exhibits

VILLAGE OF ARLINGTON HEIGHTS

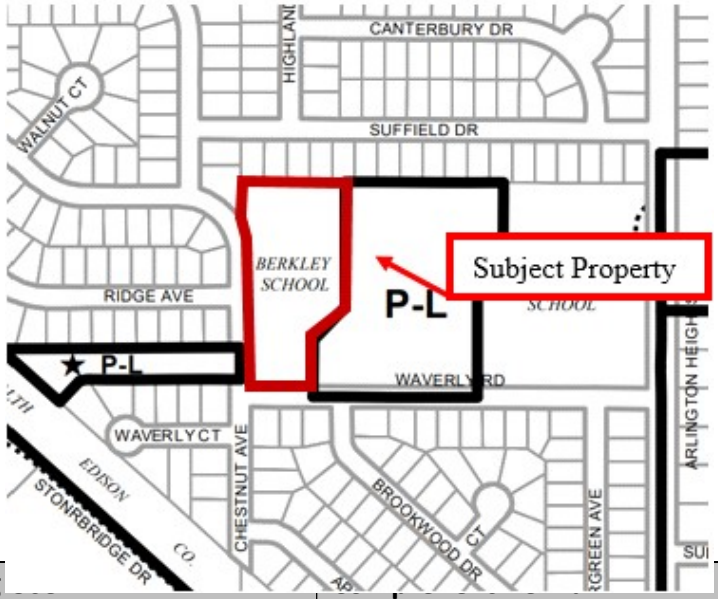
STAFF DEVELOPMENT COMMITTEE REPORT

***Project Number**: PC 20-005*
***Project Title**: Little University*
***Location:** 2501 N. Chestnut Ave.*
***PIN**: 03-17-100-015-0000*

***To**: Plan Commission*
***Prepared By**: Jake Schmidt, Assistant Planner*
***Meeting Date**: November 18, 2020*
***Date Prepared**: November 13, 2020*

***Petitioner**: Mindy Yoon*
***Address**: 2501 N. Chestnut Ave.*
Arlington Heights, IL 60004

***Existing Zoning**: R-3, One-Family Dwelling District*
***Comprehensive Plan**: Institutional*



Direction	Existing Zoning	Existing Land Use	Comprehensive Plan
SURROUNDING LAND USES			
North	R-3, One Family Dwelling District	Single Family Homes	Single Family Detached
South	R-3, One Family Dwelling District	Single Family Homes	Single Family Detached
East	P-L, Public Land District	Rand-Berkley Park	Parks
West	R-3, One Family Dwelling District, and P-L, Public Land District	Single Family Homes, Open Space	Single Family Detached, Open Space

Requested Action:

1. Land Use Variation to allow a *Day Care Center* in the R-3 Zoning District.

Variations Required:

1. ~~Variation from Chapter 28, Section 6.12-1 of the Municipal Code, to waive the requirement to provide a~~ traffic and parking study from a certified Traffic Engineer.

Project Background:

The subject site, located at the northeast corner of Chestnut Avenue and Waverly Road, is approximately 4.04 acres in size and zoned R-3, One Family Dwelling District. The site is developed with a 29,424 square-foot former school building. In 1993, the property was rezoned from P-L, Public Land District, to R-3, One Family Dwelling District Subsequently, a Special Use Permit for a private school was approved for Glenkirk Educational Center, a school serving people with intellectual and developmental disabilities. The structure is now primarily occupied by Holy Nation Presbyterian Church, which received a parking variation necessary to occupy the space in 2015, granted via Ordinance 15-043. This variation was for 211 parking spaces (62 existing parking spaces and 35 land banked spaces where 308 spaces are required). At the time of this variation, the building was still tenanted by Glenkirk Education Center, which occupied 3,769 square-feet of the building. Per information provided by the petitioner, Glenkirk no longer occupies this space.

The petitioner is seeking to locate their Day Care, Little University Child Care Center, within the facility, occupying a 1,550 square-foot room formerly used by Glenkirk Educational Center. The Day Care was previously located in a leased space in Buffalo Grove, and was forced to move after their landlord lost the building to foreclosure. Little University has been operating out of the Arlington Heights site since March 12th, 2020, after being evicted as part of the aforementioned foreclosure proceedings. As the petitioner was undergoing the Plan Commission review process, Staff did not object to temporary occupancy of the site pending review of this petition. Due to improper public notification, complications arising from the Covid-19 lockdown, and a lack of response from the petitioner this summer, hearing of this petition has been delayed by roughly 8 months. While Staff is sympathetic to the petitioner's plight due to the foreclosure of their previous location, Staff does not look favorably on the petitioner's delayed response this summer. As a result, the petitioner has been notified that further delays in their project will result in code-enforcement action.

Little University Child Care Center serves 16 children, and employs 3 individuals. The Day Care operates between 7:30 am and 6:00 pm Monday through Friday, with staggered drop-off and pick-up times for each student. The applicant has already secured DCFS approval for utilization of the subject site.

Zoning and Comprehensive Plan

To proceed forward, the Plan Commission must review and the Village Board must approve a Land Use Variation. Day Care Centers are not permitted in the R-3 Zoning District. As part of the Plan Commission review process, the petitioner has provided a written response to Land Use Variation Justification Criteria, which is attached as **Appendix I** at the end of this report. The four hardship criteria necessary for land use variation approval are included below for reference:

- **The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.**
- **The plight of the owner is due to unique circumstances, which may include the length of time the subject property has been vacant as zoned.**
- **The proposed variation is in harmony with the spirit and intent of this Chapter.**
- **The variance requested is the minimum variance necessary to allow reasonable use of the property.**

With respect to the first criteria, the property was built and formerly used as an elementary school building. Staff notes that the site also borders a park and active school to the east. The proposed use, being a Day Care serving children, does not alter the character of this area.

With respect to the second criteria, the space utilized by Little University has been vacant. Occupation of the space reduces the plight of the owner caused by this vacancy.

With respect to the third criteria, the proposed variation is in harmony with the spirit and intent of Zoning Code, as it is a Day Care operating out of a former school building.

With respect to the fourth criteria, the requested variation would be for a program caring for children aged 3 to 6. Staff notes that this proposal is also limited to a 1,550 square-foot space, serving 16 children. The requested variation is the minimum necessary to allow the proposed use.

Given the petitioner's written response to Land Use Variation Justification Criteria and Staff analysis, Staff is supportive of the requested Land Use Variation.

According to the Village's Comprehensive Plan, the subject site is designated as Institutional. The proposed Day Care Center is subordinate to the primary use of a Church at the site. As such, the overall use of the site is compatible with the Comprehensive Plan designation.

Building, Site and Landscaping:

The petitioner is not proposing any changes to the site or building. With respect to signage, the petitioner is proposing one sandwich board sign, which will require a separate review as sandwich board signs are not permitted in Residential Zoning Districts. During the formal Plan Commission review process, Staff has evaluated the condition of existing site landscaping, and noted multiple deficiencies in screening, general maintenance, and inclusion of required parking lot landscaping. As the petitioner does not own the subject property, these deficiencies will be handled via the code enforcement process.

It should also be noted that Staff has recently received a complaint that the recently installed wall signage at the church may not meet code. Staff is currently evaluating this complaint.

Parking, Traffic, and Circulation:

With respect to parking, parking demand is based on the collective parking requirement for each of the different uses within the facility (Chapter 28, Section 10.2-6, Collective Provision).

Given the mix of uses within the facility, a total of 289 parking stalls are required. At this time, the site has a total of 62 parking stalls, with 35 land-banked parking spaces. This results in a code-required parking deficit of 192 parking spaces (see **Table I** on the next page).

Previously, Glenkirk required 28 spaces per the number of employees and classrooms. As Glenkirk has vacated their space, the required parking for this area of the building has been reduced to 9 spaces, as shown in bold in **Table I**. While there is still a significant code-required parking deficit on-site, as mentioned previously the subject property received a variation for 211 parking spaces (62 existing parking spaces and 35 land banked spaces where 308 spaces are required). As the proposed change reduces code-required parking, no additional parking variation is required. However, if the remaining vacant space previously occupied by Glenkirk is re-tenanted or repurposed for church uses, parking will need to be evaluated in order to verify that code-required parking is still within the allowances of the 2015 variation.

Per section 6.12-1 of Chapter 28 of the Municipal Code, any Plan Commission Application not located along a primary or secondary arterial must include a traffic and parking study from a certified Traffic Engineer. Such study would assess access, on-site circulation, parking, trip generation, and impacts to adjacent roadways. The petitioner has requested relief from this requirement via a variation.

Table I: Parking Summary

Use	Size (SF)	Parking Ratio	Required Parking
Sanctuary	3,398 SF (200 seats)	1/5 seats	40 spaces
Chapel 1	517 SF (50 seats)	1/5 seats	10 spaces
Chapel 2	517 SF (50 seats)	1/5 seats	10 spaces
Fellowship	2,426	30% of capacity (15 net SF per occupant)	49 spaces
Class Room	481	30% of capacity (20 net SF per occupant)	7 spaces
Gymnasium/All purpose room	2,253	30% of capacity (5 SF net SF per occupant for assembly without fixed seats – standing space)	135 spaces
Office	1,381	1/300 SF	5 spaces
Other spaces (including, but not limited to: infant room, media room, kitchen, lunch room, storage, lobby, boiler room, utility room)	7,247	1/300 SF	24 spaces
Little University Child Care Center	**1,550**	**3 Spaces per 2 Employees**	**5 spaces**
Vacant Space	**2,219**	**1/300 SF**	**7 spaces**
Total Required			292 spaces
Total Provided			62 spaces
Land Banked parking			35 spaces
Surplus / (Deficit)			(**195** spaces)

To justify the requested variation, the petitioner has provided an adequate written response to Variation Justification Criteria and a survey of parking lot utilization. This survey was taken over a period of two weeks, on a minimum of 3 days each week, once per hour during the hours that Little University is in operation. This survey was taken in February prior to the Covid-19 lockdown and occupation of the site by the petitioner, on Monday February 10th, Thursday February 13th, Friday February 14th, Tuesday February 18th, Wednesday February 19th, and Friday February 21st, between the hours of 7:00 am and 7:00 pm. Peak parking lot utilization was observed to be 4 vehicles, which occurred at 11:00 am and 12:00 pm on Tuesday, February 18th, and 4:00 pm, 5:00 pm, and 7:00 pm on Friday, February 21st. These counts are detailed in **Appendix II** at the end of this report. To supplement these counts, the petitioner has provided information on typical parking demand during drop-off and pick-up times, detailed in **Appendix III** at the end of this report. Children are dropped off and picked up at staggered times; all 16 students are not dropped off or picked up at the same time. Peak anticipated parking for vehicles dropping off children occurs at 8:00 - 8:30 am, and 8:30 - 9:00 am, when 5 vehicles are accessing the site. Peak pick-up activity occurs between 5:00 – 5:30 pm and 5:30 – 6 pm, when 3 vehicles are accessing the site.

Combined, peak parking lot utilization would be 7 vehicles, and would have occurred on Friday, February 21st at 5:00 pm, resulting in a functional parking surplus of 55 spaces.

Per information provided by the petitioner, the proposed service times of the church do not coincide with the times of drop-off and pick-up operations. Wednesday and Friday night services are stated to take place from 8:00 pm to 9:30 pm. Friday Night Bible Study takes place from 7:00 pm to 8:00 pm.

As functional parking for this use does not exceed the capacity of the parking lot, and church service times do not coincide with operational hours of the proposed Day Care, Staff supports the requested variation.

With respect to bicycle parking, the provision of bicycle parking spaces is required when the use of a space changes to a more intense use. The regulations specifically state that bicycle parking spaces are required when "a change in use results in the requirement for additional off-street motor vehicle spaces". As there is a reduction in the number of required vehicular spaces for the proposed Day Care from the previous use, provision of additional bicycle parking spaces is not required as part of this petition.

RECOMMENDATION

The Staff Development Committee (SDC) reviewed the proposed Land Use Variation to allow a Day Care use within the R-3 District, with the requested Variation to waive the requirement to provide a traffic and parking study from a certified Traffic Engineer, and recommends **approval** of the application subject to the following:

1. Any future expansion of the proposed Day Care will require an amendment to this Land Use Variation.
2. If the remaining vacant space previously occupied by Glenkirk is re-tenanted or repurposed for church uses, parking will need to be evaluated in order to verify that code-required parking is still within the allowances of the 2015 variation.
3. The petitioner shall comply with all DCFS requirements.
4. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

_____November 10, 2020
Bill Enright, Deputy Director of Planning and Community Development

Cc: Randy Recklaus, Village Manager
All Department Heads
PC File 20-005

Appendix I: Written Response to Land Use Variation Justification Criteria

1. The following approval has been requested:
1. Land Use Variation to allow a "Day Care Center" in the R-3 Zoning District.
- The property was a school building. Little University Child Care Center. It is compatible with existing uses and zoning of near by property.
- The space Little University is using was a vacant space by the church.
- Land variation request to add a day care in a church building that was once school building in in harmony with the spirit and intent of this chapter.
- The variance request is to add a 3-6 years old program in old school building.

Appendix II: Parking Survey

Number of cars in parking lot at 2501 N. Chestnut Ave. Arlington Heights, IL

	Monday 2/10/2020	Thursday 2/13/2020	Friday 2/14/2020	Tuesday 2/18/2020	Wednesday 2/19/2020	Friday 2/21/2020
7:00 AM	1	1	0	1	1	0
8:00 AM	1	1	0	1	1	0
9:00 AM	2	2	0	2	2	0
10:00 AM	0	2	0	2	2	2
11:00 AM	0	2	0	4	1	2
12:00 AM	2	2	0	4	1	2
1:00 PM	1	1	1	0	1	1
2:00 PM	1	1	1	0	1	1
3:00 PM	1	1	1	0	1	1
4:00 PM	2	2	2	2	2	4
5:00 PM	2	2	2	2	2	4
6:00 PM	2	2	2	2	2	2
7:00 PM	1	1	4	1	1	4

Appendix III: Student Drop-Off & Pick-Up Times

Drop-off:

4 children 7:30 - 8:00am
5 children 8:00 - 8:30am
5 children 8:30 - 9am
2 children 9:00 - 9:30am

Pick-up:

2 children 2:30 - 3pm
2 children 3 - 3:30pm
2 children 3:30 - 4pm
2 children 4pm - 4:30pm
2 children 4:30 - 5pm
3 children 5 - 5:30pm
3 children 5:30 - 6pm

APPROVED

PLAN
_____
_____
_____

COMMISSION

REPORT OF THE PROCEEDINGS OF A PUBLIC HEARING
BEFORE THE VILLAGE OF ARLINGTON HEIGHTS
PLAN COMMISSION

RE: LITTLE UNIVERSITY CHILD CARE CENTER
2501 NORTH CHESTNUT AVENUE - PC #20-005
LAND USE VARIATION

REPORT OF PROCEEDINGS had before the Village of Arlington Heights Plan Commission Meeting taken at the Arlington Heights Village Hall, 33 South Arlington Heights Road, 3rd Floor Board Room, Arlington Heights, Illinois on the 18th day of November, 2020 at the hour of 7:30 p.m.

MEMBERS PRESENT:

TERRY ENNES, Chairperson
BRUCE GREEN
SUSAN DAWSON
JOE LORENZINI
JOHN SIGALOS
JAY CHERWIN
GEORGE DROST
LYNN JENSEN

ALSO PRESENT:

JACOB SCHMIDT, Development Planner

CHAIRPERSON ENNES: This meeting of the Arlington Heights Plan Commission is called to order.

Bruce, since you've got the flag, would you do the pledge?

COMMISSIONER GREEN: I will do that. It's a little hard, but I'm going to. If you guys would follow along?

(Pledge of Allegiance recited.)

COMMISSIONER GREEN: Thank you, guys.

CHAIRPERSON ENNES: Jake, would you call the roll please?

MR. SCHMIDT: Do you want to read the disclaimer first?

CHAIRPERSON ENNES: Oh, yes. I find that the public hearing concerns relating to Corona virus pandemic render in-person attendance at the regular meeting location not feasible.

MR. SCHMIDT: All right, Commissioner Cherwin.

COMMISSIONER CHERWIN: Here.

MR. SCHMIDT: Commissioner Dawson.

COMMISSIONER DAWSON: Here.

MR. SCHMIDT: Commissioner Drost.

COMMISSIONER DROST: Here.

MR. SCHMIDT: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. SCHMIDT: Commissioner Jensen.

COMMISSIONER JENSEN: Here.

MR. SCHMIDT: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MR. SCHMIDT: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. SCHMIDT: Commissioner Warskow.

(No response.)

MR. SCHMIDT: Chairman Ennes.

CHAIRPERSON ENNES: Here.

So, first item of business is the approval of the minutes from our last meeting. Can we have a motion to approve the minutes?

COMMISSIONER GREEN: I'll make that motion.

CHAIRPERSON ENNES: So, that's Bruce on the motion, and a second?

COMMISSIONER JENSEN: I'll second that.

CHAIRPERSON ENNES: And Lynn's got the second. Can we have a roll call vote?

MR. SCHMIDT: Commissioner Cherwin.

COMMISSIONER CHERWIN: Yes.

MR. SCHMIDT: Commissioner Dawson.

COMMISSIONER DAWSON: Yes.

MR. SCHMIDT: Commissioner Drost.

COMMISSIONER DROST: Aye.

MR. SCHMIDT: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. SCHMIDT: Commissioner Jensen.
COMMISSIONER JENSEN: Yes.
MR. SCHMIDT: Commissioner Lorenzini.
COMMISSIONER LORENZINI: Yes.
MR. SCHMIDT: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MR. SCHMIDT: Chairman Ennes.
CHAIRPERSON ENNES: Yes.

Our next item of business is our hearing this evening. Jake, I take it all notices were sent out?

MR. SCHMIDT: They were, yes.
CHAIRPERSON ENNES: Okay, and is our Petitioner here?
MR. SCHMIDT: She is.
CHAIRPERSON ENNES: If I could ask her to introduce herself and spell your name for our court reporter?
MR. SCHMIDT: Mindy, you should now be able to speak.
MS. YOON: Hi, everybody.

(Greetings of hello back.)

MS. YOON: Hi, I'm Mindy Yoon. I am the Director of Little University Child Care Center. We were closed from until end of July and we opened, I opened with two children because they really needed the care. It's been very, very hard running a child care center during this pandemic, yes, but parents need the care. So, I'm open and I love being in Arlington Heights.

CHAIRPERSON ENNES: Mindy, would you spell your name for our court reporter?
MS. YOON: Yes. It's M-i-n-d-y. Last name Y-o-o-n.
CHAIRPERSON ENNES: Okay, thank you. If I can ask you to recite after me?

(Witness sworn.)

CHAIRPERSON ENNES: Okay, and Jake, do we want to have the Petitioner tell us about her project first, or would you like to present your side?
MR. SCHMIDT: Mindy, you can present your perspective on the project first.
MS. YOON: You want me to show you the pictures of where we are and explain a little bit about our school?
CHAIRPERSON ENNES: Yes, tell us what your proposal is.
MS. YOON: Oh, that I would like to open up a child care center inside the Holy Nation Church. We are currently licensed by DCFS for 20 children. We are renting a small gym, it used to be a small gym, but I changed it to a classroom. It's a beautiful, you know, building and we love to be there.
CHAIRPERSON ENNES: So, Mindy, your church owns the property?
MS. YOON: Yes.
CHAIRPERSON ENNES: In this property, you want to have a day care?
MS. YOON: Yes, I would like to have my day care at this property. In order for us to be there, we need a land variation from the Village of Arlington Heights.

CHAIRPERSON ENNES: Right. Was there a day care there before?

MS. YOON: Yes, there used to be a day care there before, and then it used to be an elementary school.

CHAIRPERSON ENNES: Okay, does that cover what you have to tell us?

MS. YOON: I think so, because it used to be an elementary school with a Kindergarten program. So, actually the land usage doesn't really change because it's the same purpose, it's serving children and educating children.

CHAIRPERSON ENNES: Okay, Jake, would you like to give us the Staff report?

MR. SCHMIDT: Certainly. So, as the Petitioner mentioned, she is here tonight seeking a land use variation. The address of the subject property is 2501 North Chestnut Avenue. The subject property is zoned R-3, One-Family Dwelling District, and is designated for institutional uses on the Comprehensive Plan.

The requested action specifically is a land use variation to allow a day care center in the R-3 Zoning District. One variation is required as part of this petition, that being a variation from Chapter 28, Section 6.12-1 of the Municipal Code to waive the requirement to provide a traffic and parking study from a certified traffic engineer.

The subject property is located at the northeast corner of Chestnut Avenue and Waverly Road. The tenant space in question that the day care will be occupying is located at the southern side of the building, immediately adjacent to one of the parking lots. The site is accessible via three driveways to the two parking lots, one driveway off of Waverly Road and two off of Chestnut Avenue.

Of note is a playground to the southeast side of the subject site. This is owned by the Park District and it is used by Little University for outdoor recreation for the children. In speaking with the Park District, they have no objections or concerns about Little University utilizing this playground so long as they are not seeking exclusive use of the playground. Specifically, that just means that they are not barring others from using the playground, which the Petitioner is not.

Just some history on the site, this site is developed with a 29,424 square-foot former school building which was Berkley Elementary School. In 1993, the property was rezoned from P-L Public Land District, to R-3 One-Family Dwelling District. Subsequently, a special use permit for a private school was approved for Glenkirk Education Center, which was a school that served people with intellectual and developmental disabilities.

The structure is now primarily occupied by Holy Nation Presbyterian Church which received a parking variation necessary to occupy the space in 2015. The variation was for a 211 parking-space deficit. There are 62 existing parking spaces on site and 35 land-banked spaces. 308 were required at the time of the 2015 ordinance. At the time of the ordinance, the building was still tenanted by Glenkirk Education Center which occupied roughly 3,700 square feet of the building. Per information provided by the Petitioner, Glenkirk no longer occupies this space.

The proposed unit for the day care is roughly 1,500 square feet in size, 1,550 exactly. There were three employees working from the day care serving 16 children prior to the pandemic. The hours of the day care are 7:30 a.m. to 6:00 o'clock p.m., on Monday through Friday. The Petitioner is not proposing any changes to the site or building.

With respect to this petition's history, Little University had previously

been located in a leased space in Buffalo Grove. They were forced to move after their landlord lost the building to foreclosure in late 2019. Little University has been operating out of the Arlington Heights site since March 12th of this year. As the Petitioner was undergoing the Plan Commission review process, Staff did not object to temporary occupancy of the site pending Plan Commission review. Due to initial improper public notification, complications arising from the COVID-19 lockdown, and a lack of response from the Petitioner this summer, hearing of this petition has been delayed roughly eight months.

With respect to the requested land use variation, as part of any land use variation request, the Petitioner is required to provide a written response to land use variation justification criteria. The Petitioner has provided a comprehensive response, written response to the land use variation criteria. Upon review, Staff believes that the Petitioner has provided adequate response criteria for land use variation approval.

With respect to the first criteria, the character and nature of the proposed business is such that the use of the space will not alter the essential character of the locality. The property was built as and formerly used as an elementary school building and borders a park and an active school to the east. The proposed use, being a day care serving children, does not alter the character of that area.

With respect to the second criteria, the plight of the owner is due to unique circumstances, the space utilized by Little University has been vacant. Occupation of the space reduces the plight of the owner caused by this vacancy.

With respect to the third criteria, the variance requested is the minimum variance necessary to allow reasonable use of the property, the proposed variation is in harmony with the spirit and intent of Zoning Code as it is a day care operating out of a former school building.

Regarding the fourth criteria, the requested variation is the minimum necessary. This day care serves 16 children ages three to six, and the space itself is limited to 1,550 square feet. That makes this the minimum variance requested or required in order to occupy the space.

The Comprehensive Plan classified this property as institutional, as previously mentioned. As the proposed day care center is subordinate to the primary use of a church at the site, the overall use of the site is compatible with the Comprehensive Plan designation.

With respect to parking, per the mix of uses within the building, the church, the vacant space, and the proposed Little University Child Care Center, a total of 292 parking spaces are required. As there are 62 spaces on site with an additional 35 land-banked spaces, this results in a parking deficit of 195 spaces per code. However, given that this site has previously received a variation for 211 parking spaces, and that the proposed use results in a combined parking requirement less than 211 parking spaces, or rather requires a variation less than 211 parking spaces, no further variation is required to accommodate Little University. That being said, if the remaining vacant space previously occupied by Glenkirk is re-tenanted or repurposed for church uses, parking will need to be evaluated in order to verify that code-required parking is still within the allowances of that 2015 variation.

With respect to bicycle parking, no bicycle parking spaces are required as the proposed use does not result in an increase in the required vehicular parking spaces for the site.

With respect to a traffic and parking study, a full traffic and parking study is required by code for this petition per Section 6.12-1. The Petitioner has requested relief from this via a variation. To justify the requested variation, in addition to the provided written justification to the variation criteria, the Petitioner has provided a survey of parking lot utilization. This parking survey was taken over a period of two weeks on a minimum of three days each week earlier this year during the hours that Little University would be in operation. To supplement these counts, the Petitioner also provided typical parking demand for drop-off and pick-up activities by the day care.

Peak parking lot utilization was observed to be four vehicles which occurred at 11:00 a.m. and 12:00 p.m. on Tuesday, February 18th, and at 4:00 p.m., 5:00 p.m., and 7:00 p.m. on Friday, February 21st. Peak typical drop-off activity is five vehicles which occurs between 8:00 and 8:30 a.m. and 8:30 and 9:00 a.m. Now, peak typical pick-up activity is three vehicles which occurs between 5:00 and 5:30 p.m. and 5:30 to 6:00 p.m. Combined, between the observed parking lot utilization at the site and the typical pick-up activity, peak utilization would be around seven vehicles, and this would have occurred on Friday, February 21st at 5:00 o'clock p.m., which results in a functional parking lot surplus of 55 spaces.

Per information provided by the Petitioner, the proposed service times of the church do not coincide with the times of drop-off and pick-up operations. Services are held on Wednesday and Friday nights and take place from 8:00 p.m. to 9:30 p.m., and Friday Night Bible Study takes place from 7:00 p.m. to 8:00 p.m. As functional parking for this use does not exceed the capacity of the parking lot, and church service times do not coincide with operational hours of the proposed day care, Staff supports the requested parking variation.

With respect to the site and landscaping, Staff has evaluated the condition of the existing site landscaping and noted multiple deficiencies in screening, general maintenance, and the inclusion of required parking lot landscaping. As the Petitioner does not own the subject property, these deficiencies will be handled by the code enforcement process in cooperation with the property owner.

Staff has also recently received a complaint that the recently installed wall signage at the church may not meet code, and Staff is currently evaluating this complaint. A permit was issued for this signage; however, the lighting is in question and may be beyond what was approved within the permit.

In conclusion, the Staff Development Committee recommends approval of the requested land use variation and zoning code variation subject to four conditions: the first being that any future expansion of the proposed day care will require an amendment to this land use variation; the second being that if the remaining vacant space previously occupied by Glenkirk is re-tenanted or repurposed for church uses, parking will need to be evaluated in order to verify that code-required parking is still within the allowances of the 2015 variation; the third being that the Petitioner shall comply with all DCFS requirements; and lastly, that the Petitioner shall comply with all federal, state, and Village codes, regulations, and policies.

This concludes my presentation, and if there are any questions, I'd be happy to answer.

CHAIRPERSON ENNES: Jake, thank you for that report.

Is there a motion to accept the Staff report?

COMMISSIONER CHERWIN: Sure, I'll make that motion to accept the Staff report.

CHAIRPERSON ENNES: Jay, was that you?
COMMISSIONER CHERWIN: Yes.
CHAIRPERSON ENNES: Okay, and is there a second?
COMMISSIONER SIGALOS: I second.
CHAIRPERSON ENNES: Okay, John.
Jake, can you take roll call vote?
MR. SCHMIDT: Commissioner Cherwin.
COMMISSIONER CHERWIN: Yes.
MR. SCHMIDT: Commissioner Dawson.
COMMISSIONER DAWSON: Yes.
MR. SCHMIDT: Commissioner Drost.
COMMISSIONER DROST: Aye.
MR. SCHMIDT: Commissioner Green.
COMMISSIONER GREEN: Yes.
MR. SCHMIDT: Commissioner Jensen.
COMMISSIONER JENSEN: Yes.
MR. SCHMIDT: Commissioner Lorenzini.
COMMISSIONER LORENZINI: Yes.
MR. SCHMIDT: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MR. SCHMIDT: Chairman Ennes.
CHAIRPERSON ENNES: Yes. Thank you for the report.
Commissioners, are there any questions of Jake on this report?
COMMISSIONER GREEN: Yes, I have a question, Jake. You mentioned 16 students, and Mindy Yoon mentioned 20 students. Which one is it?
MR. SCHMIDT: So, prior to the pandemic, the day care was caring for 16 students. The license does allow up to 20, but that doesn't impact the request here tonight. Parking is based on staff members so it doesn't factor into required parking. The day care is a day care, so it could go up to 20 but 16 is the number that was present prior to the pandemic.
COMMISSIONER GREEN: Thank you, Jake.
CHAIRPERSON ENNES: Jake, is there a limit to the age of the children that are students there?
MR. SCHMIDT: There is not. Not in the zoning code. The DCFS license may have restrictions, I'm not familiar with that, but as far as zoning is concerned, there is no restriction on the age.
CHAIRPERSON ENNES: Okay, we can get into that with Mindy. Any other questions of Jake?
COMMISSIONER CHERWIN: Yes, I just had one. When Jake talked about the requirement of, like any further expansion, I don't think this is exactly Bruce's question, the difference between 20 and 16, but I guess what would be the, you know, what kind of expansion are you talking about? Are you talking about in terms of space or in terms of structures? Or I guess I don't want to be too restrictive here on the Petitioner. I want to have some flexibility for a good business to grow, but obviously, you know, I'm kind of trying to figure out what your parameters are.
MR. SCHMIDT: Yes, we'd evaluate it based on the actual expansion

proposed. If it's a space expansion that has the same amount of staff members, I think we'd consider that to be substantially compliant with this approval. I think if it doubles in size, doubles in staff members, that impacts parking. If the services offered changed, that would more greatly impact this approval tonight. Since the site is governed by that previous parking variation, anything impacting parking needs to be evaluated to determine whether or not it is substantially compliant with this ordinance and any previously granted ordinance.

CHAIRPERSON ENNES: Jake, you mentioned that there are some landscaping issues but that the Petitioner, is the Petitioner the day care or is the Petitioner the church that owns the property?

MR. SCHMIDT: The Petitioner is the owner of the day care. The site itself is owned by Holy Nation Church.

CHAIRPERSON ENNES: So, Mindy isn't involved with Holy Nation Church?

MR. SCHMIDT: She's not within the leadership. She just owns the day care and is leasing space from the church.

CHAIRPERSON ENNES: Okay, there was mention in your Staff report, in the documentation behind that, something about a fence along the north lot line that abuts the residences. What's the status of that?

MR. SCHMIDT: I'll have to check with our landscape planner to see what the current status is of code enforcement. The fencing was in question along the north property line, along with the screening adjacent to Waverly and Chestnut, and there are some parking lot trees as well. Generally, there are some areas of the property that are not well maintained, patchy grass, weeds, et cetera. So, as a whole package, our landscape planner is following up and working with the property owner to have these concerns addressed.

CHAIRPERSON ENNES: Okay, any other questions of Jake?

COMMISSIONER GREEN: Yes, Jake, I just have one more. In your report here, it says that Staff does not look favorable on the Petitioner's delayed response this summer. What was that all about?

MR. SCHMIDT: Well, it sounds like she wasn't operating until July, but repeated attempts by Staff this summer to contact the Petitioner were either met with incomplete responses or no response at all. So, we didn't know at that point whether this project was moving forward or completely delayed by COVID, if the Petitioner was moving forward at all or not. We could have worked with the Petitioner this summer to advance this project forward and have it approved or not approved, have it reviewed by now. But with that delay, there were some concerns once she did start bringing students back to the site from property owners, who wanted to know why she was still up and operating without having received approval.

Earlier on this year in February, the Petitioner did attempt to appear before the Plan Commission, but provided inadequate public notice with respect to signage, which had delayed the petition from the initial meeting date. So, these factors combined caused a bit of an issue for Staff and the neighborhood with an unapproved use operating without showing too much in the way of progress. So, once we re-initiated contact with the Petitioner, we let her know that she had to keep advancing at this point, and further delays would result in code enforcement. But the Petitioner has, since re-initiating contact, fulfilled her end and continued advancing this project to this meeting tonight.

COMMISSIONER GREEN: All right, Jake, that's a good answer, but maybe

we should ask Mindy.

Mindy, what was the problem with you responding to the Village this summer?

MS. YOON: Actually, I wasn't sure if I wanted to continue staying open or not. I was very close to just completely giving it up.

COMMISSIONER GREEN: Well, you said you had students there, so you were open.

MS. YOON: No, we were closed from March all the way up until July.

COMMISSIONER GREEN: How about July all the way to now, November? Do you have students at this center?

MS. YOON: In August, I did. August, I had one parent reach out to me and say she really, really needs the care. With having two kids, I can't, it was very hard for me and I wasn't sure if I wanted to stay open or not.

COMMISSIONER GREEN: Maybe if I could just add, Mindy, you need to have a license to operate within our Village. The communication could have been maybe to the Village that you're questioning whether you're going to remain open. I guess my concern is that you did nothing at all and there was no communication, which makes it a little awkward because you were basically operating without a license from the Village of Arlington Heights. Isn't that correct, Jake?

MR. SCHMIDT: That is correct, yes.

COMMISSIONER GREEN: Okay, no other questions at this time. Thank you, Mindy.

MS. YOON: You're welcome.

CHAIRPERSON ENNES: Are there any other questions from the Commissioners for either Jake or the Petitioner?

COMMISSIONER SIGALOS: I have just further questions on what Commissioner Bruce Green was asking. Right now at this point in time, Mindy, are you in that space in the church and you have students that you're taking care of?

MS. YOON: Yes, I do.

COMMISSIONER SIGALOS: How many students do you have there now?

MS. YOON: I have six students there right now. Two are part-time.

COMMISSIONER SIGALOS: So, your goal is to increase that to 16, is that what I'm understanding?

MS. YOON: Well, not at this time because during the pandemic, I had two teachers with me and one moved and she's no longer near here and one wanted to work while I was closed, she wanted to work so she found another job. So, I don't have any other current staff. So, by myself, six is a pretty handful. So, until, you know, things get better, I'm kind of happy with, you know, the current students by myself.

COMMISSIONER SIGALOS: So, just yourself with six students, that makes it financially viable for you?

MS. YOON: Yes, that does, I mean my job keeps me happy.

COMMISSIONER SIGALOS: Okay, that's all I have.

MS. YOON: Thank you.

CHAIRPERSON ENNES: Mindy, is your day care, is that incorporated? Is that business incorporated?

MS. YOON: Yes.

CHAIRPERSON ENNES: Are you a for-profit business or a not-for-profit business?

MS. YOON: I am a profit business.

CHAIRPERSON ENNES: You are a profit business.

MS. YOON: Yes.

CHAIRPERSON ENNES: The property that you, or the site that you will be occupying is part of the church.

MS. YOON: Yes.

CHAIRPERSON ENNES: It's a tax exempt; it's exempt from real estate taxes. I don't know if that is the same exemption from when District 25 owned the property or whether this is something new that the church applied for. But if you are a for-profit day care and you are occupying space, would you be paying rent to the church for the space?

MS. YOON: No, I do not pay rent for the church.

CHAIRPERSON ENNES: Okay, I would suggest that you talk with the church about this, and if they have an attorney or somebody that can advise them as to whether or not your renting the space, occupying the space as a for-profit in a tax-exempt property, whether you could jeopardize their exemption.

MS. YOON: Oh, we have talked about that before regarding the rent, and the church actually offered me that I don't have to pay the rent. Instead, I actually give the church, so I go help them on Saturday when they have their programs and I provide them with other educational materials. Yes, I don't --

CHAIRPERSON ENNES: All I'm suggesting is that you should look into whether or not they're allowing you to use their tax-exempt property, if they're letting you use that and you are a for-profit business, you should look into whether that is jeopardizing their exemption status.

MS. YOON: Okay, I will talk to them.

CHAIRPERSON ENNES: Okay, and so, Jake, if we're approving this, is there a limit on the number of students that can be there?

MR. SCHMIDT: The DCFS license limits it to 20.

CHAIRPERSON ENNES: Okay, so that would be the limit?

MR. SCHMIDT: Correct.

CHAIRPERSON ENNES: And we're good with that, too?

MR. SCHMIDT: Correct. Parking is evaluated based on staff, so as long as that doesn't change, Staff is okay with 20 students.

CHAIRPERSON ENNES: Okay, have there ever been any parking complaints from neighbors on the church or the day care?

MR. SCHMIDT: None were identified as part of this petition. The Staff and resident feedback I did receive for this project involved mostly concerns regarding playground usage, and whether or not any extra traffic will be generated. There were no concerns about current parking at the facility.

CHAIRPERSON ENNES: Okay.

COMMISSIONER JENSEN: Terry, just a follow-up on your point, even though there's no money changing hands, we do have some barter going on. I don't know how that plays into a tax exempt system, a tax exempt property and having a for-profit that is at least

exchanging things of some value. It seems to me that Staff needs to really clarify this before it comes before the Plan Commission.

We can't just have Ms. Yoon talk to the folks at the church and then telling us that that's okay. It seems somebody really needs to take a good look at this and see whether that's an issue or not before we take it up as a Plan Commission business.

MR. SCHMIDT: Understood. I'll run it by our Finance Department and see if they have anything they can share on it.

CHAIRPERSON ENNES: Okay, are there any guests in the room? Maybe there's people that would like to talk?

MR. SCHMIDT: Yes, there is one raising their hand and I will now allow them to speak.

CHAIRPERSON ENNES: Okay, I would like to open the public portion of the meeting. So, if we can have that person introduce themselves and let us know what they'd like to talk about?

QUESTIONS FROM AUDIENCE

MR. DINEEN: Yes, my name is Tom Dineen. I'm a neighbor across the street from the church. So, I'll go through this quickly.

A few years ago, I attended the public meeting that you're having right now when Holy Name wanted to buy that property, and then I spoke at the Village Board meeting the night it was approved. My concerns at the time were that whoever was buying the property, it didn't matter to me who it was, that they address traffic and parking, lighting, the general appearance of the grounds, cooperation with the Village in eliminating the so-called drug presence in that parking lot and the playground, and finally just be a good neighbor.

Traffic is fine. The parking is fine. The lighting is very good, and the drug presence has been eliminated. But the outside appearance of the grounds is awful. Following the Village and state mitigation guidelines, the church has not been good neighbors in that regard as well.

Some examples, obviously early in the year, January, February, March, they were running the day care center without Village approval or knowledge. Then when they did apply in February for a public meeting, their signage was just awful. It was not posted where it needed to be. After one day, it was down on the ground and no one in the neighborhood could read it.

This was brought to the Village's attention, and consequently the meeting was canceled as was stated earlier. The day care started up again in July, again without approval, hence we're at tonight's meeting.

The outside appearance of the grounds, the weeds, bushes, trees, it's just terrible. I went over there trying to be a good neighbor and talked to them. They laughed at me and started speaking in a foreign language and walked away from me and continued to laugh at me. I was just going over there trying to be a good neighbor to try and help out.

Not until the Village was contacted did they start to clean the place up, but again, we're still having some concerns. They had a big brush pile behind the building, creating another eyesore. That wasn't cleared up until the Village was called, and then they had to follow through on it.

In terms of state mitigation guidelines through the Governor, with the capacity of 10 or less or 25 or less, depending upon the date, every Sunday morning the church parking lot is full. So, there are more than 10, more than 25 people attending that church on a regular basis every Sunday. Most recently, they erected an extremely bright sign which is displayed facing Waverly which is right into my front window and my bedroom window on the side of the building.

As of tonight, again I wasn't aware of it until I heard earlier in the evening, the Village has not confirmed if they had a permit or if the permit conformed to what is currently on the wall of the building. The signage that's there is something that you'd see somewhere along Rand Road, not in the neighborhood.

In discussions with various Village departments, the church has not been very good in responding to written or phone messages regarding the Village's and the neighbors' concern. The bottom line, I guess the church has not been a good neighbor, and that's what I asked about three or four years ago. They've acted very arrogant and above the law, and they do what they want until they get caught and then they ask for forgiveness.

I don't believe Mayor Hayes or the Village Board or the Village departments or our neighborhood should have to continue to have to sit back and allow the church to do whatever they want to do. Approval of this request would only further enable them to do what they want. As a neighbor, the church is not fitting in well with our neighborhood, and I cannot endorse any more changes. I hope the Plan Commission sees it the same way. Thank you very much.

CHAIRPERSON ENNES: Thank you for your comments, Mr. Dineen. Jake, you said that these issues, the landscaping, the appearance, the fence, these are issues that are going to go to enforcement through this?

MR. SCHMIDT: Correct.

CHAIRPERSON ENNES: Were they supposed to, was the church supposed to have put a fence up when they were initially approved?

MR. SCHMIDT: I'm going to have to look back to the earlier ordinances to see if the fence was included within that provision, along the area close to the parking lot. We'll talk to the landscape planner to see exactly which sections need to be replaced.

CHAIRPERSON ENNES: Okay, just so Mr. Dineen maybe has a little better idea, what is the, and even though this isn't necessarily a subject for our request tonight but more likely for the Village Board if this goes on to them, could you explain what the enforcement process is so that he understands that a little better?

MR. SCHMIDT: Sure. So, the first step is we go out and inspect the site. That's already been completed. We then take photos of areas with issues, which has been completed. The next step is we send a notice to the property owner, send a reminder notice, and then if that's left unaddressed, we hand it over to the Building Department which can then start issuing citations and fines as needed until the site is brought into compliance.

If the property owner does contact us, we'll work with them to have the improvements needed installed within a timely manner. As an example, with winter approaching, we might not have the landscape screening installed now as that's not practical, but we would set a timeline and a deadline for it to be installed, likely next year in the spring or summer.

CHAIRPERSON ENNES: Is there somebody in the Planning Department

that Mr. Dineen could contact just to follow up on the status and maybe help keep them informed?

MR. SCHMIDT: Sure. I've been in contact with Mr. Dineen. He's welcome to keep speaking with me about it. He's also welcome to reach out to our landscape planner Derek Mach, but I'm involved with this project as well, so he's welcome to continue to be in contact with me.

CHAIRPERSON ENNES: Thank you.

COMMISSIONER JENSEN: Jake, can you shed a little light on this? How much should this Plan Commission take into account when we have transgressions by the landlord? How much of that needs to factor into whatever discussion and decision we make about this petition? I'm a little confused. Clearly, you have a bunch of issues with the landlord. Do we need to factor those into our thinking and deliberations? Or are they outside the scope of our deliberations tonight?

MR. SCHMIDT: Village Staff views petitions based on the petitioners themselves and the business in question, and view issues related to the properties as a whole separately. This is the way other Plan Commission projects have been handled in the past and how we address normal issues. If a business isn't responsible for the property, there's not much they can do to bring that property into compliance. In some cases, there might even be legal repercussions for modifying things they don't have a right to.

So, as far as the property maintenance issues are concerned, the Plan Commission shouldn't really bring the site conditions into account, given that the Petitioner doesn't really have much she can do with respect to the site as a whole. With respect to the delay in the petition, that's more within the scope of the Plan Commission's purview.

Staff is sympathetic to the Petitioner being kicked out of their previous space as a result of their landlord's negligence and foreclosure. Staff is also sympathetic of course to issues brought on by the COVID-19 pandemic. The delay that has resulted in this petition being heard now versus in the summer, that is more of an issue that Staff has, but it sounds like the Petitioner wasn't really in a position where she knew whether or not her business would be able to survive. Knowing that, that certainly impacts the Staff' perspective, but that wasn't communicated to us at all.

So, in summation, the property-related issues is a little bit outside the scope of this Applicant's proposal. The actual timeline of how this project has been handled, that's within the scope.

COMMISSIONER JENSEN: What about the issue that Terry raised, that if there may be a problem between a not-for-profit entity arranging for a for-profit entity to do business within their building? Is that an issue for the Plan Commission or not?

MR. SCHMIDT: If it does impact the tax exempt status of the church, that's more of an issue for the church and the owners of the church as a whole. Obviously, this isn't a situation where a property that is giving tax to the Village is switching to non-profit. It's the other way around, where a current non-profit, non-taxed property might result, or this might result in them having to pay some type of real estate taxes.

So, I don't think Staff would necessarily have any issue if by law they are required to pay tax for the property. That's more a concern for the church whether or not they want to lose that status or if they're in jeopardy of losing that status.

COMMISSIONER JENSEN: So, in your opinion, are there any overriding

considerations that we ought to take into account as we deliberate this down to a decision? Is there anything that really, you know, we've mentioned the delays, we've mentioned things about tax status, we've mentioned things that the landlord is not doing properly. Is there any of these things that we need to factor into our thinking as we come down to a decision?

MR. SCHMIDT: It would mostly be the fact that this isn't a permitted use within the underlying district and your concerns with respect to how this impacts the neighborhood. If you believe that this use, not being expressly permitted, would result in a negative condition for the neighborhood, that's up to the Plan Commission to decide. Village Staff, given the scope of this project, the scale, we're not concerned with it being an incompatible use for the area. But if the Plan Commission disagrees and believes that this would be a negative impact on the area, that would be up to the Plan Commission to decide.

COMMISSIONER JENSEN: Well, it sounds like Mr. Dineen thinks that the incompatibility is with the landlord, and of course that's a different issue all together. So, I guess we need to have, our scope is fairly narrow in considering this petition is what I hear you say.

MR. SCHMIDT: Yes.

CHAIRPERSON ENNES: That seems to make sense. So, it seems like we don't have a problem with what the Petitioner is proposing, but it sounds like the landowner, the landlord, the church has some issues that the Village needs to take care of through enforcement. I'm surprised they put a bright sign up without approval for a sign. But it sounds like they have a number of issues they need to take care of. I don't think if we approve this or didn't approve it is going to affect the Village getting those resolved.

MR. SCHMIDT: Correct.

CHAIRPERSON ENNES: Any other thoughts from the Commissioners on this?

COMMISSIONER DROST: Yes, I have one comment. George Drost. I'm not going to talk about this project specifically, but about some of the issues we've had in the past. This goes to having small business people having to go through a lot of paperwork, red tape, whatever, and putting the small business person in the sights of larger forces. It seems to me that what would have been a way to approach this is really administratively rather than putting it in front of the Plan Commission.

The actual proposal is pretty simplistic. It benefits the community. It helps working families. What we're doing is we're creating more of a barrier for these things to get done. We don't need to step in the shoes of where we have administrative staff who can deal with issues very professionally and really digest the problem, filter it, and just get it done without delay.

I know we're layered with COVID and we've got these other issues about non-communication and so on, but I think we have to find a simpler way to accommodate our community. You know, to have this dialogue for a project that is in essence a good project and try to get it bogged down with complicated issues, tax exemption, non-tax exemption, bad neighbor, these just slow it down.

That I think could be done administratively. I think we've got a great staff and they listen to the neighbors. They'll listen to Mr. Dineen, anybody that's got concerns out there.

CHAIRPERSON ENNES: Well, George, I agree with you a 100 percent in regard to this. I mentioned the tax thing just in case they weren't aware of this, that they could

investigate it.

COMMISSIONER GREEN: Sometimes we've become advisers to the petitioners, especially when we're sympathetic to them, hey, you know, kind of get them out of the nest so they can fly.

CHAIRPERSON ENNES: Right, but I mean, it sounds like this is, I agree, this sounds like a good project that we should approve to go ahead. But there's a problem with the landlord, with the property owner, and that needs to be taken care of with them, but it's been brought up in this.

COMMISSIONER GREEN: Yes, and it's good that it's brought up because we want to be a community that serves everybody, you know. The proximity of Mr. Dineen, you know, he's bringing something that we wouldn't know about.

CHAIRPERSON ENNES: Yes. I drive by there all the time during the day, I've never seen this bright sign, but I will on my way home tonight.

Well, are there, Jake, is there anybody else in the audience that might want to talk?

MR. SCHMIDT: There are other audience members. If any of you would like to speak, now is the time to raise your hand and we can unmute you so you can share with the Commission.

I'm seeing no hands raised.

CHAIRPERSON ENNES: Okay, well, then I'm going to close the public portion of this hearing and ask my fellow Commissioners if there is a motion on this project, this petition.

Jay, is that your hand?

COMMISSIONER CHERWIN: I was just moving to unmute. I can't find my e-mail from Jake; otherwise, I'd make a motion with the prepared motion sheet. I'm trying to look for it, I can't find it.

COMMISSIONER DROST: And I would second the motion, Jay, if I could find my sheet.

CHAIRPERSON ENNES: Can you read this? Does somebody have --

MR. SCHMIDT: I can forward it to you or I can hold up the copy I have.

CHAIRPERSON ENNES: It came out this afternoon or early evening.

MR. SCHMIDT: Yes.

COMMISSIONER DROST: I'll look for it in another device.

CHAIRPERSON ENNES: Bruce, do you have that?

COMMISSIONER GREEN: I have the motion here so I will make the motion, okay?

CHAIRPERSON ENNES: Okay.

COMMISSIONER GREEN: I would like to make a motion.

A motion to recommend to the Village Board of Trustees <u>approval</u> of PC# 20-005, a Land Use Variation to allow a day care center in the R-3 Zoning District, and the following variation:

1. **Variation from Chapter 28, Section 6.12.1 of the Municipal Code, to waive the requirement to provide a traffic and parking study from a certified traffic engineer.**

This recommendation is subject to the following conditions:

1. **Any future expansion of the proposed day care will require an amendment to this Land Use Variation.**
2. **If the remaining vacant space previously occupied by Glenkirk is re-tenanted or repurposed for church uses, parking will need to be evaluated in order to verify that code-required parking is still within the allowances of the 2015 variation.**
3. **The Petitioner shall comply with all DCFS requirements.**
4. **The Petitioner shall comply with all federal, state, and Village codes, regulations and policies.**

CHAIRPERSON ENNES: Is there a second?
COMMISSIONER JENSEN: Second.
CHAIRPERSON ENNES: Thank you, Lynn.
Can we have a roll call vote?
MR. SCHMIDT: Commissioner Cherwin.
COMMISSIONER CHERWIN: Yes, with comment.
MR. SCHMIDT: Commissioner Dawson.
COMMISSIONER DAWSON: Yes.
MR. SCHMIDT: Commissioner Drost.
COMMISSIONER DROST: Aye.
MR. SCHMIDT: Commissioner Green.
COMMISSIONER GREEN: Yes, with comment.
MR. SCHMIDT: Commissioner Jensen.
COMMISSIONER JENSEN: Yes.
MR. SCHMIDT: Commissioner Lorenzini.
COMMISSIONER LORENZINI: Yes.
MR. SCHMIDT: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MR. SCHMIDT: Chairman Ennes.
CHAIRPERSON ENNES: Yes.
Our comments? Bruce, did you say you had a comment?
COMMISSIONER GREEN: Yes. Jay was first, if you want to go first, Jay?
COMMISSIONER CHERWIN: Sure, yes. The only thing I'd say, you know, I'm in favor of it, we were in favor of it back in March. I think it's, you know, I think it's good. However, I do think Mr. Dineen's comments really need to be taken seriously here by the landlord, and I would ask the Petitioner to really try to reach out to the landlord here because this, you know, I think this needs to be resolved.

We've got a couple of weeks here probably before your Board meeting, Jake, a little bit of time left here before the winter gets underway. Hopefully, the church can use that time. There's no reason they shouldn't be able to fix some of these issues between now and the Board meeting. That way the Petitioner can speak about these issues that were raised at this meeting and present the Board with some good results that there's already been progress made. I think that will go a long way.

CHAIRPERSON ENNES: Thanks, Jay. Bruce?

COMMISSIONER GREEN: Yes, my comment is to Ms. Yoon. Ms. Yoon, the church should be a good neighbor no doubt. It sounds like there needs to be a little more communication between the Village, the church and the neighbors.

But also, Ms. Yoon, you need to be a good neighbor. You are a business owner and you need to present yourself and communicate with the Village. In the future, if the Village contacts you, I would suggest that you just answer them back. The Village has been very accommodating here towards you and I think that communication is the key here to keep that line open and keep your business viable.

That's all I have to say. Thank you.

CHAIRPERSON ENNES: Thank you, Bruce.

Were there any other comments? George, did you say you have them?

COMMISSIONER DROST: No, I did not. I made my comment during the deliberation.

CHAIRPERSON ENNES: Thank you.

COMMISSIONER LORENZINI: Yes, Terry, I got one thing. Terry?

CHAIRPERSON ENNES: Yes, Joe? Yes?

COMMISSIONER LORENZINI: Yes, I've got one thing. Coincidentally, I was just somewhat involved on an exact situation like this. A friend of mine's day care center was bought and sold to the Village. They're going to use it for another purpose, that center, but in the meantime they're going to operate for another few months.

So, the exact same question came up, should they be paying taxes on the day care center while it's still under operation. Then when it came down to it, after the lawyers got done talking, they basically said it's up to the owner of the property and the operator of the center to work it out to make sure nothing is jeopardized with the state.

CHAIRPERSON ENNES: Right, that makes a lot of sense. So, Ms. Yoon, you have unanimous approval from us, and Jake will be giving you a date when you can go before the Village Board. Hopefully, your landlord can address some of these issues that have come up on their part in regard to the appearance of the property. But congratulations and good luck with your day care during these very difficult times. Thank you.

Do we have anything else on our agenda for this evening?

MR. SCHMIDT: We do not.

CHAIRPERSON ENNES: So, is there a motion to adjourn the meeting?

COMMISSIONER CHERWIN: I move to adjourn.

CHAIRPERSON ENNES: Okay, Jay, and a second?

COMMISSIONER LORENZINI: I'm happy to second, and Happy Thanksgiving, everybody!

CHAIRPERSON ENNES: Okay, Joe. Happy Thanksgiving to all of you, too!

(Greetings of Happy Thanksgiving from everyone.)

MR. SCHMIDT: We need to take a roll call on the adjournment.

CHAIRPERSON ENNES: Yes. Okay, yes, please.

MR. SCHMIDT: Commissioner Cherwin.

COMMISSIONER CHERWIN: Yes.

MR. SCHMIDT: Commissioner Dawson.

COMMISSIONER DAWSON: Yes.
MR. SCHMIDT: Commissioner Drost.
COMMISSIONER DROST: Gobble-gobble, which means yes.
MR. SCHMIDT: Commissioner Green.
COMMISSIONER GREEN: Yes.
MR. SCHMIDT: Commissioner Jensen.
COMMISSIONER JENSEN: Yes.
MR. SCHMIDT: Commissioner Lorenzini.
COMMISSIONER LORENZINI: Yes.
MR. SCHMIDT: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MR. SCHMIDT: Chairman Ennes.
CHAIRPERSON ENNES: Yes.

Thank you, all. Take care and good evening.

(Whereupon, the above-mentioned petition was adjourned at 8:26 p.m.)

GIS consortium MapOffice™

2501 N. Chestnut Ave.

Map created on January 27, 2020.

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Address and Parcel for Photo View

Parcel Lines for Photo View

Little University Child Care Center

2501 N. Chestnut Ave. Arlington Heights IL 60004 847-577-7557 www.littleuniversity.org littleuniversity@hotmail.com

Business Hour

Monday – Friday 7:30 am to 6 pm

Member of Staff

Mindy Yoon (Center Director/ Teacher)

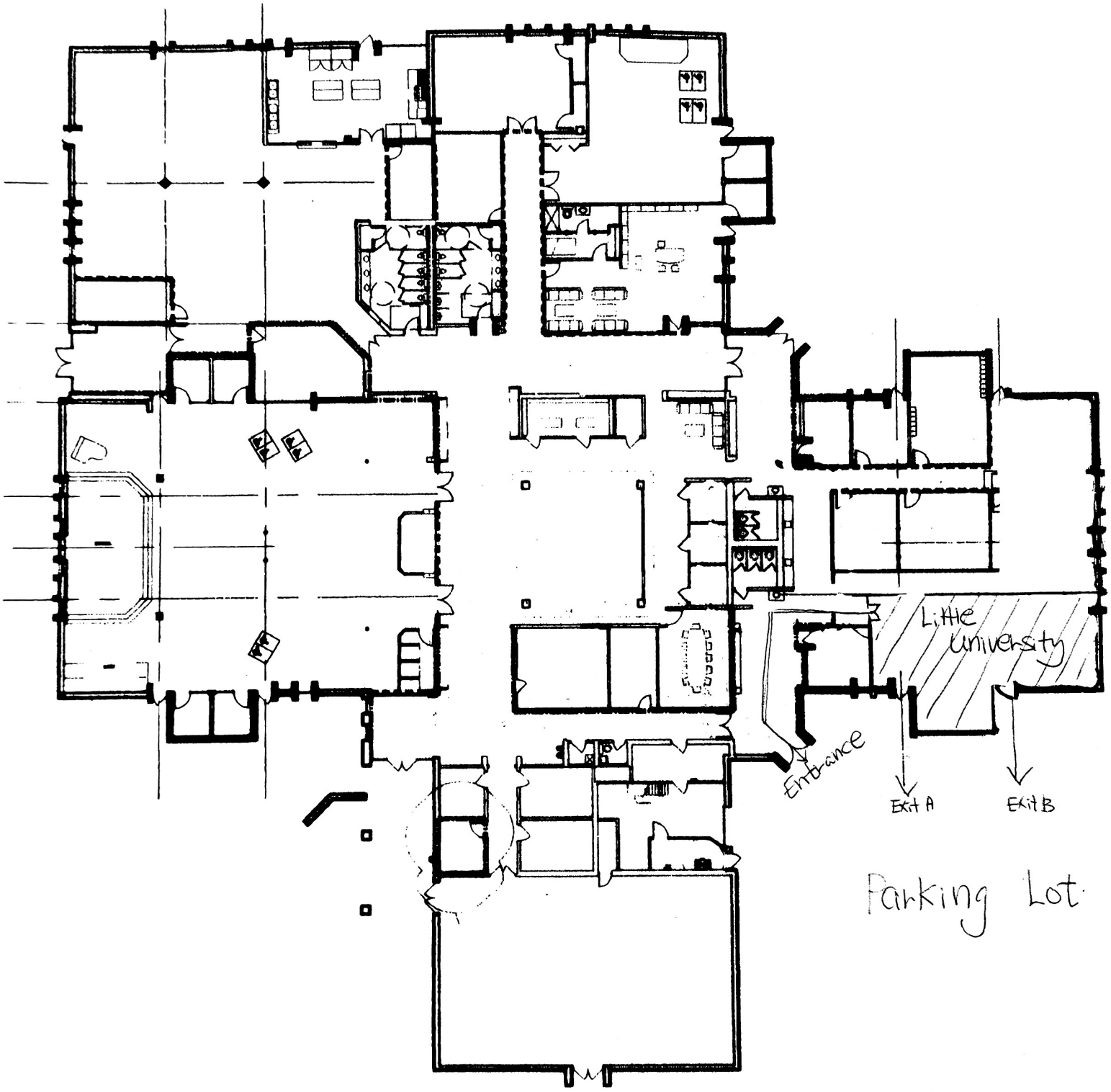
Tatiana Baciu (Teacher)

Julissa Bautista (Teacher Assistant)

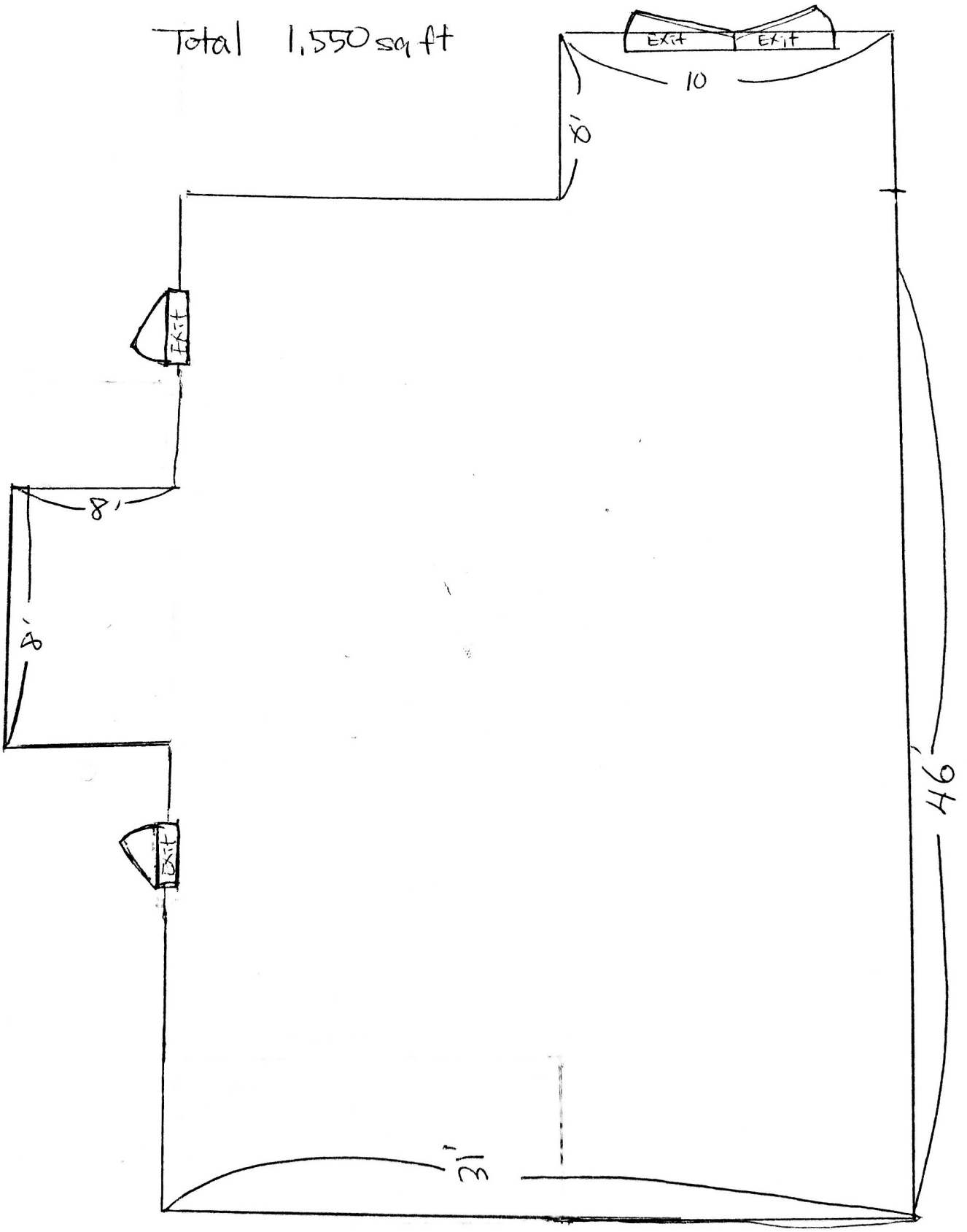
We are DCFS licensed Child Care Center open in Buffalo Gove in 2007. Our center only accepts 16 children per day to provide better child care for our children. We like to be in a church to keep our cost down but we also believe church is better environment than store front building for our children. 2501 N. Chestnut Ave is Holy Nation Church that used to be Glenkirk Education Center. There is a nice playground that our children can use at this location makes even more attractive to us. The church does not use the space at all, M- F 7:30 am to 6pm.

We are anticipating to move in as soon as possible. Our previous landlord in Buffalo Grove did not pay the mortgage so our current location is now bank owned. The bank does not want to maintain the building, instead they gave us an eviction notice on August 2019. We have been excited to move to this location since September of 2019. I was told by the Village in September that I can do application process once the location is approved by DCFS. This location was approved by DCFS December 26, 2019. I received a call from the IL state fire marshal today for an inspection on the Tuesday, 01/28/20.

We are reaching out to see if there would be away we can move asap to 2501 N. Chestnut with condition to do all necessary variation required by the village of the Arlington Heights.


Little University
Entrance
Exit A
Exit B
Parking Lot

Little University Child Care Center
2501 N. Chestnut Ave Arlington Hts 60004



Little University
Child Care Center

Parent Handbook

1250 Radcliffe Rd. #104
Buffalo Grove, IL 60089
Ph. 847.577.7557
Fax. 866.596.3147
littleuniversity@hotmail.com
www.littleuniversity.org

Section 1 - INTRODUCTION

We hope that you and your child enjoy participating in our program. You, the parents, are your child's mainstay, and you are the most important people to your child. We, the teachers, will do our best to be the second most important people to your child. We look forward to working closely with you in order to continue the happy and healthy development of your child.

OUR MISSION
Our greatest assets are three-fold: parents, their children, and staff together because they bring love, education and recognition to our Center. Children can only thrive in such a positive and cooperative environment.

VISION STATEMENT
We build partnerships with staff, families, and the community. To build long-lasting relationships based on trust in order to maximize the potential of children, optimize education, and ensure success for everyone.

EDUCATIONAL PHILOSOPHY
The early years are a time for youngsters to explore their world by socializing with their peers. Children learn through natural curiosity and play but also need structure. Our structural education programs are developed to promote your child to reach their full potential.

MULTICULTURAL POLICY
Little University embraces diversity, and we are very sensitive and continually respectful of all cultures and religions. We have been working towards a multicultural curriculum.

CELEBRATION OF HOLIDAYS
In our effort to be supportive to the uniqueness of every child and his/her family, we recommend that parents share with their child's classroom the traditions, foods, and holidays that they observe and celebrate. By parents sharing in this way, their son or daughter is made to feel proud of his/her heritage and everything is explained to the other children in a meaningful and respectful way.

Section 2 - OUR PROGRAMS

PRESCHOOL AND PRE-KINDERGARTEN
Preschool years are times for your child to learn about the world around him/her. Our program facilitates social, emotional, and intellectual growth. The children learn through exploration and interactions with adults and other children. The children choose activities on their own from many interest centers. These may include dramatic play, blocks, science, puzzles, math games, books, and art. The "circle time", a small group activity, incorporates the weekly theme through stories, finger plays, and songs.

KINDERGARTEN AND KINDERGARTEN ENRICHMENT
Individual attention is the key to our kindergarten program where children are free to learn at their own rate. Instruction is geared to the individual in both reading and math readiness skills. The teacher will use letter books, supplementary manipulative activities, games, and work sheets. In conjunction with the theme or area being studied art, science, social studies, music and creative dramatics are all incorporated into the curriculum.

Section 3 - OUR STAFF

HIRING REQUIREMENTS
It is the policy of the **Little University** to hire the most qualified candidates for staff positions based on job knowledge, education, experience, prior work history, and physical condition necessary to perform satisfactorily in the vacant position. The hiring of any employee is contingent upon a pre-employment screening interview, completion of DCFS screening, and satisfactory professional and personal references.

Employees are required to provide: (Little University follows all of the DCFS guidelines for staff requirements.)
1) Evidence of Educational qualifications, transcripts, diploma and certification)
2) A minimum of three (3) references. References from former employers are preferred.
3) Fingerprinting for DCFS screening.
4) Required medical records.

STAFF/FAMILY RELATIONSHIP
Our staff members obviously love all of the children and spend many hours with them here. Communication between parents and staff is extremely important. We want to work as a team so that your children will feel a connection between home and school. Please keep staff up to date with any changes in your family routine or home environment. Even small changes can affect young children and our staff can be more sensitive to their needs if they have more information.

Section 4 - NEW BEGINNING

REGISTRATION PROCESS
We encourage all interested families to take a tour of our center. If the parent wishes to register, he/she then pays the registration fee and completes a registration form. Bring a Health Examination form and a copy of their Birth Certificate. A slot will then be reserved for

their child/children in the appropriate room(s). We will review the family's completed registration packet to insure that we have the necessary information for licensing purposes.

ADMITION REQUIREMENTS

- A recent physical examination (within 6 months *before* admission).
- A TB test AND documented results, for all children over 12 months (done within 6 months *before* admission).
- Up to date immunizations, according to the Department of Health (A new Physical Examination is required every 2 years).
- A lead screening, for all children over 6 months (within 6 months of admission).
- Varicella (chicken pox vaccine) 12 mo.-Kindergarten, before admission

Please bring in documentation from the doctor each time your child receives a physical examination* and/or updated immunizations. We must keep our students' medical records current in order to meet licensing requirements. *

SIGNING IN AND OUT

Please take signing in and out seriously as we must have accurate attendance records daily for licensing. Every parent must sign in upon arrival and sign out when leaving with your child.

ARRIVAL AND DEPARTURE TIMES

Little University opens at 7:30 AM and closes at 6 PM. It is school policy for class time to begin at 9:00 AM

Reasons for the 9:00 AM deadline is that it is unfair to the child arriving late that he/she missed fun classroom activities and your child feels left out when he/she arrives after the group time. Also, late arrivals may be disruptive to the classroom.

LATE PICK UP POLICY

If it is after 6:00 PM and the staff has not been notified by the parent or legal guardian in regards to the pick up time of the child, staff will implement the following procedure: Parents will be called. If unable to reach parents, emergency contacts will be called. If Little University staff is unable to reach an authorized individual to pick the child up by 6 PM, the Buffalo Grove Police will be called.

BELONGINGS

Since children are often the same size and like similar things, please label all of your child's belongings.

LITTLE UNIVERSITY IS NOT RESPONSIBLE FOR ANY LOST ITEMS.

If your child wishes to bring small toys from home, please write his/her name on the toy. We request that all action figures or super-heroes for example: (Superman, Spiderman, Batman, and Power Rangers) toys, figures, and books **remain at home.** If your child brings in an action figure, toy or book, it will be placed in their box or cubbie until they go home.

SAFETY & SECURITY PROCEDURES

One of our primary concerns at the Little University is to provide a safe environment for children. We take many safety precautions indoors and outdoors, but we need to work together to insure our children's safety.

1. Keep your child close to you and hold his/ her hand when entering and leaving the building.
2. Please call and let us know when your child is absent, so that we know he/she is safe at home with you.
3. ONLY the people listed on the registration form as authorized pick ups are allowed to pick children up. Anytime the pick up list needs to be revised it is to be completed in writing on the registration form.
4. Parents are required to notify the Little University when they are authorizing someone other than a person listed on the registration form to pick up child/ children. The person picking up the child will be required to present a photo ID.
5. All staff will be notified when a change to an authorized pick up list occurs, when a new person is added or especially, if a formerly authorized person is no longer allowed to pick up a child.

Section 5 – POLICIES

DEVELOPING POLICY No policy manual can cover all situations and contingencies. Further policies and guidelines will be developed by Little University as needed.

FOOD/SNACK/ BIRTHDAY PARTY TREATS POLICIES

1) We provide breakfast, lunch and an afternoon snack daily. Menus are posted in classroom.
2) We request that birthday treats be as healthy as possible (i.e. muffins, fruits, etc.)
   Please do not bring in any homemade treats, in accordance with DCFS, we can serve **ONLY store-bought snacks.**
3) Exceptions to this policy can be made for allergies, religious beliefs, restricted diets, etc.
   Parents can talk with the office and write a letter in order to make special arrangements.

POLICY ON DISCIPLINE AND GUIDANCE (DCFS Standards Section 407.270)

Our purpose in disciplining children is to help them to learn to express themselves in meaningful and appropriate ways. Our format for disciplining a child is:

1. The teacher intervenes and tells the child to stop the inappropriate behavior, including biting, and reminds the child of safety.
2. The teacher reminds the child of the appropriate behavior.
3. The teacher re-directs the child to a different activity and reassures the child that he/she is cared for and safe, but his/her behavior is unacceptable.

SCHOOL CLOSING POLICY

Little University Child Care Center is closed on major holidays: New Year's Day, President's Day, April –Spring Break TBA, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day

It is the policy of Little University to open under any and all conditions. There may, however, be extenuating circumstances beyond our control where it becomes impossible for us to remain open. (1) the inability of the public to travel safely, and (2) the inability to safely occupy the building

Any decision to close parents will be notified by telephone and e-mails early as possible in order to give them as much time for making other arrangements for their children.

Once the Little University is open, we will try to remain open for the entire day. However, there may be weather or emergency conditions that necessitate an early closing. If this is anticipated, parents will be notified. Regular tuition fees will be charged in case of an early closing.

VACATION POLICY

Little University offers an ***extended vacation credit,*** which can be used if your child is taken out of school for two weeks or more. The vacation request has to be made minimum 2weeks notice. The parent is responsible for 50% of the **tuition only**, which is **due before the child goes on a vacation.**

Section 6 - HEALTH POLICY

This health policy has been set up in conjunction with the Cook County Health Department and Illinois State rules and regulations for the control of communicable diseases. **If your child is sick and will not attend school, please notify us at 847-577-7577 by 9:30 a.m.**

FEVER

If your child is sent home with a fever of 100 degrees or above, the child must be fever free for 24 hours before returning to school. The child cannot return to the school the next day unless the parent brings in a doctor's note specifically stating that the child is not contagious.

STREP THROAT

If your child complains of a sore throat, headache or nausea with or without a fever, a strep culture should and must be taken. A throat does not have to be sore or red for strep to be present. Undetected strep may lead to scarlet fever and heart disease. If a strep throat has been detected in another child in your child's class and your child has been sent home with a sore throat or headache, it is advisable that your child have a strep culture taken with the results analyzed before your child returns to the school.

CHICKEN POX POLICY

Children who contract chicken pox must not attend school for a mandatory time of five days. After this time children may again attend if all chicken pox has been completely "scabbed over". Children will be checked by staff upon returning.

DOCTOR'S NOTE

Whenever you take your child to the doctor, please have him complete a note to the school indicating (1) the condition of the child, (2) the child's diagnosis, and (3) the treatment for the child.

ANTIOBIOTIC MEDICATION

A child is contagious for the first 24 hours he/she is on antibiotics and therefore, may not come to school during this initial phase.

WHEN YOUR CHILD IS ILL

A sick child is required to stay home. If a child is sick, his/ her resistance is low, and, therefore, he is more likely to get a secondary infection and become very ill.

SENDING A CHILD HOME

If, in the judgment of our staff, a child shows signs of having a communicable disease, rash, nausea, upper respiratory infection, pink eye with discharge or other symptoms, the child's parents will be notified and are responsible for having the child picked up by an authorized person within **one hour** of receiving a call.

PARENTS CONTACT NUMBER

It is essential that the school have current and accurate phone numbers for you and your emergency contacts so that we are always able to reach you immediately. Any time you will not be available at your usual phone numbers, it is your responsibility to notify the center with an alternate number to reach you.

RETURN TO SCHOOL AFTER ILLNESS

Please notify your child's teacher of the doctor's diagnosis or name of your child's illness; we are required to report all contagious illnesses in the school to the Department of Public Health. When your child returns after an illness, he/she should be ready to resume participation in his class's activities – including outdoor play

TOPICAL OINTMENT POLICY

When sending topical ointments (Topical ointments may include sunscreen lotion, insect repellant, diaper rash ointment or powder, and Oral gel) to be used by your child during the day at the Little University, you must complete a Topical Ointment Consent Form.

MEDICATION POLICY

When sending medication to be given to your child during the day at the center, please follow these procedures:

1. A Medication Consent Form is required and must completely by parent. (Your child's name, the reason for the medication, the start date and the stop date, directions for dispensing medicine with dose with time of day)
2. The medication must be a prescription in the original prescription container. (For liquid, please bring in a measuring spoon)
3. When your child is brought to school, the medicine must be given to the teacher, who will store it in its proper place. (Please notify the teacher if the medication must be refrigerated).
4. Inhaler and Nebulizer Treatments: Medication given by other than oral means must be approved on an individual basis. Our staff needs to feel comfortable with the procedure before it can be administered.
5. Medication Consent Form can be picked up in the office.

Section 7 - TUITION AND FINANCE

REGISTRATION FEE - A non-refundable Annual Registration Fee of $100 is due for new students. From 2nd year and on is $50 a year.

SECURITY DEPOSIT - A Security Deposit is one week of tuition. Minimum of 4 weeks notice required before withdraw date for refund of Security Deposit.

PAYMENT POLICY - Tuition is due in advance. It's due on the 1st Monday of each month.

SIBILING DISCOUNT - Second child receives 20% discount and third child receives 20%

LATE PAYMENT CHARGE - There is a $25 LATE FEE if your tuition is not paid by 1st of the month.

LATE PICK-UP POLICY AND FEE - Late Pick Up Fee is $5 for every 10minutes per student.

RETURN CHECK FEE - There is a $30 Returned Check Fee for all Returned Checks.

ABSENTEEISM POLICY - In the event that your child misses school due to illness or family vacation, you are still responsible for paying the full contracted tuition amount.

VACATION POLICY - Little University offers an **extended vacation discount**, which can be used if your child goes on a vacation for two week or more. The parents is responsible for 50% of tuition only, which is due before child goes on a vacation. (You must give 2 wks prior notice) 1 week 100% of Tuition 2 weeks or more 50% of Tuition

If student is absent more than two weeks without notice and tuition payment, then that student will be automatically dis-enrolled from Little University Child Care Center. Student may reenroll, if Little University has opening.

PROPERTY DAMAGE

When children break the school property, parents are responsible for the cost of repair or replacement.

Section 8 - NECESSARY SUPPLIES

SUPPLIES

Please bring in the following items labeled with your child's name: 2-Notebooks, 4 -Pencils, Eraser, Washable color pencils, Washable Markers, Water Colors, 6 - Glue sticks, 1-liquid glue, 2-boxes of tissues, 2-Packets of baby wipes, 2 -Tube of Disinfected Wipes, 1- spray can of disinfected spray. 1 - Clear Shoe box, Change of clothing – (shirt, pants, socks and underwear and Blanket

WINTER GEAR

In the winter, please be sure your child has winter coat, snow pant, boots, hat, mittens/ gloves and scarf with his/her name

SUMMER GEAR

In the summer, please be sure your child has the following items labeled with his/her name:
Sun block (stick type for face and lotion type for body), hat, towel, swimming suit and extra clothes

SHOES

CHILDREN MUST WEAR GYM SHOES WITH VELCRO AND SOCKS TO SCHOOL AT ALL TIMES. ***PLEASE NO FLIP FLOPS***

Section 9 - RESOURCE

PARENT INFORMATION BOARD

In the front entrance there is a Parent Information bulletin board where the Little University posts information relevant to parents: Lesson Plans, Menus and School Announcements. Information for parents will also be placed inside of the children's cubbies.

7442 North Harlem Avenue
Chicago, Illinois 60631

ARCHITECTURAL - INDUSTRIAL - LOTS FARMS SUBDIVISIONS - MORTGAGE - CONDOMINIUMS

Phone: (312) 775-0530
(312) 775-0531
Fax: (312) 775-7512

Jens K. Doe

SURVEY SERVICE, INC.

Registered Land Surveyors

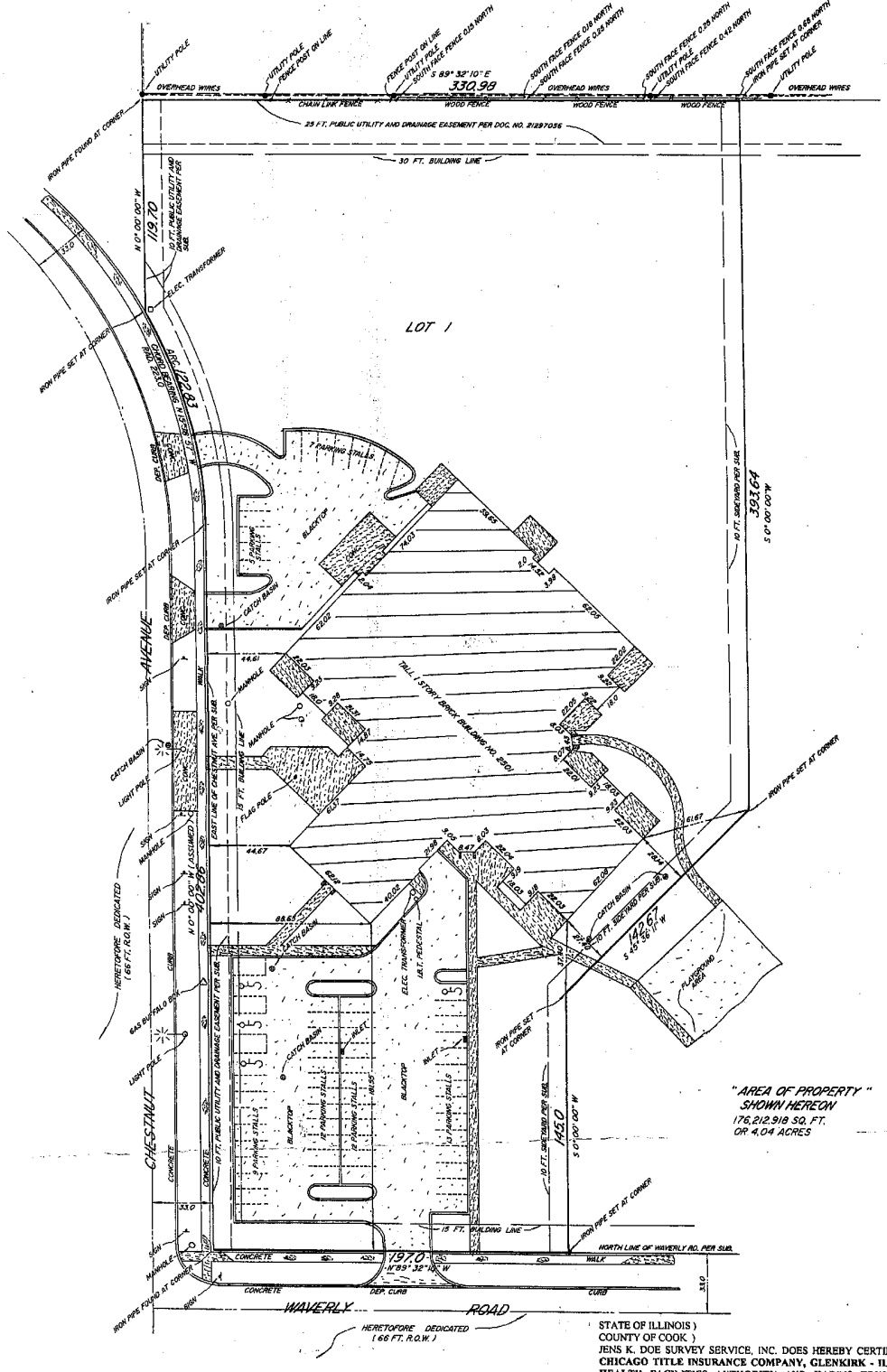
ORDER NO. 96/870

SCALE : 1 INCH = 40 FEET

PLAT OF SURVEY

of

LOT 1 IN RAND / BERKLEY SCHOOL SUBDIVISION A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO PLAT OF SUBDIVISION RECORDED FEBRUARY 2, 1993 AS DOCUMENT 93085967.



"AREA OF PROPERTY" SHOWN HEREON
176,212.918 SQ. FT.
OR 4.04 ACRES

THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE C (AREA OF MINIMAL FLOODING) PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170056 0005 B, EFFECTIVE DATE : MARCH 1, 1984.

DIMENSIONS SHOWN HEREON ARE NOT TO BE ASSUMED OR SCALED

TOTAL NUMBER OF PARKING STALLS SHOWN HEREON = 62 WHICH INCLUDES 4 HANDICAP STALLS.

STATE OF ILLINOIS)
COUNTY OF COOK)

JENS K. DOE SURVEY SERVICE, INC. DOES HEREBY CERTIFY TO : **CHICAGO TITLE INSURANCE COMPANY, GLENKIRK - ILLINOIS HEALTH FACILITIES AUTHORITY AND HARRIS TRUST AND SAVINGS BANK** THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH " MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ ACSM LAND TITLE SURVEYS, " JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1992, AND INCLUDES ITEMS 1, 3, 4, 7 (a), 8, 9, 10, 11 AND 16 OF TABLE A THEREOF, AND PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION) OF A URBAN SURVEY.

DATED THIS 3RD DAY OF JANUARY, 1997.

JOHN M. HENRIKSON
(Illinois Registered Land Surveyor No. 2668)

Number of cars in parking lot at 2501 N. Chestnut Ave. Arlington Heights, IL

	Monday 2/10/2020	Thursday 2/13/2020	Friday 2/14/2020	Tuesday 2/18/2020	Wednesday 2/19/2020	Friday 2/21/2020
7:00 AM	1	1	0	1	1	0
8:00 AM	1	1	0	1	1	0
9:00 AM	2	2	0	2	2	0
10:00 AM	0	2	0	2	2	2
11:00 AM	0	2	0	4	1	2
12:00 AM	2	2	0	4	1	2
1:00 PM	1	1	1	0	1	1
2:00 PM	1	1	1	0	1	1
3:00 PM	1	1	1	0	1	1
4:00 PM	2	2	2	2	2	4
5:00 PM	2	2	2	2	2	4
6:00 PM	2	2	2	2	2	2
7:00 PM	1	1	4	1	1	4

1532345025

Doc#: 1532345025 Fee: $42.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 11/19/2015 10:22 AM Pg: 1 of 3

AN ORDINANCE GRANTING A VARIATION FROM CHAPTER 28 OF THE ARLINGTON HEIGHTS MUNICIPAL CODE

WHEREAS, the Plan Commission, in Petition Number 15-010, pursuant to notice, conducted a public hearing on September 16, 2015 for a variation from Chapter 28 of the Arlington Heights Municipal Code for the property located at 2501 N. Chestnut Avenue, Arlington Heights, Illinois; and

WHEREAS, the President and Board of Trustees have considered the report and recommendation of the Plan Commission and have determined that authorizing and granting the request, subject to certain conditions hereinafter described, would be in the best interests of the Village of Arlington Heights,

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: That a variation from Chapter 28 of the Arlington Heights Municipal Code, Section 11.4, Schedule of Parking, is hereby granted to allow a reduction to the minimum number of parking spaces required from 308 parking spaces to 135 parking spaces, consisting of 62 existing parking spaces and 73 land-banked parking spaces, a variation of 173 spaces, for the property legally described as:

> Lot 1 in Rand/Berkley School Subdivision, a subdivision of part of the West half of the Northwest quarter, of Section 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to Plat of Subdivision recorded February 2, 1993, as Document 93085967.
>
> P.I.N. 03-17-100-015-0000

commonly described as 2501 N. Chestnut Avenue, Arlington Heights, Illinois, in substantial compliance with the following plans submitted by the Petitioner:

The following plans have been prepared by K. H. Han and Architects, Inc.:

Existing Floor Plan, consisting of one sheet;

15-043

Room Schedule (Proposed Floor Plan), consisting of one sheet;
Proposed Floor Plan, consisting of one sheet;
Future Floor Plan, consisting of one sheet;
Room Schedule (Future Floor Plan), consisting of one sheet;
Existing Site Plan, consisting of one sheet;
Future Site Plan, consisting of one sheet;
Future Site Plan-Scheme 1, consisting of one sheet;
Future Site Plan-Scheme 2 (Phase 1), consisting of one sheet;
Future Site Plan-Scheme 2 (Phase 2), consisting of one sheet;
Future Site Plan-Scheme 3 (Phase 3), consisting of one sheet,

copies of which are on file and available for public inspection in the Village Clerk's office.

SECTION TWO: That the variation from Chapter 28 of the Arlington Heights Municipal Code granted by this Ordinance is subject to the following conditions, to which the Petitioner has agreed:

1. The Petitioner shall provide parking data and information for Glenkirk's ongoing operation at this site.

2. The maximum capacity shall not exceed 200 people.

3. If parking beyond what is provided for the church and its ancillary functions is insufficient as determined by the Village, the Petitioner shall have six months to install the land-banked parking and work with the Village to develop and implement a parking mitigation plan that may include, but shall not be limited to operation restrictions, further capacity limitations, and/or installation of additional parking accommodations elsewhere on site.

4. No overlapping services/events shall be permitted that negatively impact available parking.

5. The Petitioner shall work with the Park District to enter into a shared parking agreement to allow the public to park in the Petitioner's parking lot when church activities are not scheduled. The Petitioner shall work with the Village and Park District to implement shared parking lot expansion if deemed feasible.

6. The gymnasium space cannot be leased to an outside entity when the church is being used.

7. The Petitioner shall provide landscaping adjacent to the north parking lot on the north side. The landscaping shall be layered and include a mix of evergreen shrubs in order to provide a dense layered buffer between the parking area and the residential district.

8. The Petitioner shall maintain the landscaped "arboretum" area on the north end of the subject property.

9. New lighting shall be installed in the existing parking lot. All photometrics shall meet all Village requirements. All parking lot lighting shall have automatic timers that turn the lights off no later than one hour after the last scheduled event of the day.

10. If the parking lot is expanded towards the playground, appropriate fencing shall be installed as a safety precaution.

11. The Petitioner shall comply with all Federal, State, and Village codes, regulations, and policies.

SECTION THREE: That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law and shall be recorded by the Village Clerk in the Office of the Recorder of Cook County.

AYES: TINAGLIA, LABEDZ, ROSENBERG, SIDOR, BLACKWOOD, HAYES

NAYS: GLASGOW

PASSED AND APPROVED this 19th day of October, 2015.

Village President

ATTEST:

Village Clerk

MISCORD: Holy Nation Presbyterian Church

Planning and Community Development Dept.

1. The following approval has been requested:
1. Land Use Variation to allow a “Day Care Center” in the R-3 Zoning District.
- The property was a school building. Little University Child Care Center. It is compatible with existing uses and zoning of near by property.
- The space Little University is using was a vacant space by the church.
- Land variation request to add a day care in a church building that was once school building in in harmony with the spirit and intent of this chapter.
- The variance request is to add a 3-6 years old program in old school building.

2. The following variation has been requested:
1. Variation from Chapter 28, Section 6.12-1 of Municipal Code, to waive the requirement to provide a traffic and parking study from a certified Traffic Engineer.
- Currently parking lot is occupied with 2-3 cars. Monday – Friday 7:30am – 6pm. The church service does not occur during Little University Child Care Center’s operation time.
- The property was a school building, Little University Child Care Center is requesting permission to have 20 students in a vacant classroom.
- Variation request to add a DCFS licensed Day Care capacity of 20 students in a church building that was once school building is in harmony with the spirit and intent of this Chapter.
- The variance request is to add one classroom for mixed age of 3-6 years old in a church space that was once a school building.

Village of Arlington Heights
Building & Life Safety Department

Interoffice Memorandum

To: Jake Schmidt, Planning and Community Development

From: Deb Pierce, Plan Reviewer, Building & Life Safety Department

Subject: Little University Land Use Variation to allow a Day Care Facility in the R-3 District, Traffic/Parking Study Variation - 2501 N Chestnut Ave

PC#: 20-005 – Round 1

Date: March 27, 2018

Jake –

I have no objections to the Land Use Variation, as well as the Traffic/Parking Study Variation.

RECEIVED
FEB 20 2020
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Village of Arlington Heights, IL
Building & Life Safety Department

Fire Safety Review

Date: 2/18/2020	P.C. Number: 20-005
Project Name:	Little University LUV
Project Location:	2501 N. Chestnut Ave.
Planning Department Contact:	Jake Schmidt, Planning and Community Development

General Comments:

The information provided is conceptual only and subject to a formal plan review.

1. All currently adopted codes shall apply.

2. Compliance of the Life Safety Code for use as a day-care shall be required which may include but not be limited to the following:

   (a) The requirements of Sections 16.1 through 16.5 and Section 16.7 shall apply to day-care occupancies in which more than 12 clients receive care, maintenance, and supervision by other than their relative(s) or legal guardian(s) for less than 24 hours per day.

   (b)Any door in a required means of egress from an area having an occupant load of 100 or more persons shall be permitted to be provided with a latch or lock only if the latch or lock is panic hardware or fire exit hardware complying with 7.2.1.7.

   (c) Every door latch to closets, storage areas, kitchens, and other similar spaces or areas shall be such that clients can open the door from inside the space or area.

   (d) Every bathroom door lock shall be designed to allow opening of the locked door from the outside by an opening device that shall be readily accessible to the staff.

   (e) Not less than two separate exits shall be in accordance with both of the following criteria:
   (1) They shall be provided on every story.
   (2) They shall be accessible from every part of every story and mezzanine; however, exit access travel shall be permitted to be common for the distance permitted as common path of travel by 16.2.5.3.

   (f) Common path of travel shall not exceed 100 ft (30 m) in a building protected throughout by an approved, supervised automatic sprinkler system in accordance with Section 9.7.

(g) The travel distance between any room door intended as an exit access and an exit shall not exceed 100 ft (30 m).

(h) The travel distance between any point in a room and an exit shall not exceed 150 ft (46 m).

(i) The travel distance between any point in a sleeping room and an exit access door in that room shall not exceed 50 ft (15 m).

(j) The travel distance required by 16.2.6.2(1) and (2) shall be permitted to be increased by 50 ft (15 m) in buildings protected throughout by an approved, supervised automatic sprinkler system in accordance with Section 9.7.

(k) Discharge from exits shall be arranged in accordance with Section 7.7.

(l) Means of egress shall be illuminated in accordance with Section 7.8.

(m) Emergency lighting shall be provided in accordance with Section 7.9 in the following areas:

(1) Interior stairs and corridors
(2) Assembly use spaces
(3) Flexible and open plan buildings
(4) Interior or limited access portions of buildings
(5) Shops and laboratories

(n) Means of egress shall have signs in accordance with Section 7.10.

(o) Separation from the remainder of the building by fire barriers having a minimum 1-hour fire resistance rating, or protection of such rooms by automatic extinguishing systems as specified in Section 8.7, in the following areas:

(1) Boiler and furnace rooms, unless such rooms enclose only air-handling equipment
(2) Rooms or spaces used for the storage of combustible supplies in quantities deemed hazardous by the authority having jurisdiction
(3) Rooms or spaces used for the storage of hazardous materials or flammable or combustible liquids in quantities deemed hazardous by recognized standards
(4) Janitor closets

(p) Separation from the remainder of the building by fire barriers having a minimum 1-hour fire resistance rating and protection of such rooms by automatic extinguishing systems as specified in Section 8.7 in the following areas:

(1)Laundries
(2) Maintenance shops, including woodworking and painting areas
(3) Rooms or spaces used for processing or use of combustible supplies deemed hazardous by the authority having jurisdiction

(q) Cooking facilities shall be protected in accordance with 9.2.3, unless otherwise permitted by 16.3.2.4 or 16.3.2.5.

(r) Interior wall and ceiling finish materials complying with Section 10.2 shall be Class A in stairways, corridors, and lobbies; in all other occupied areas, interior wall and ceiling finish shall be Class A or Class B.

(s) Interior floor finish in exit enclosures and exit access corridors and spaces not separated from them by walls complying with 14.3.6 shall be not less than Class II.

(t) Day-care occupancies, other than day-care occupancies housed in one room having at least one door opening directly to the outside at grade plane or to an exterior exit access balcony in accordance with 7.5.3, shall be provided with a fire alarm system in accordance with Section 9.6.

(u) A smoke detection system in accordance with Section 9.6 shall be installed in day-care occupancies, other than those housed in one room having at least one door opening directly to the outside at grade plane or to an exterior exit access balcony in accordance with 7.5.3, and such system shall comply with both of the following:

(1) Detectors shall be installed on each story in front of the doors to the stairways and in the corridors of all floors occupied by the day-care occupancy.

(2) Detectors shall be installed in lounges, recreation areas, and sleeping rooms in the day-care occupancy.

(v) Required sprinkler systems shall be installed in accordance with 9.7.1.1(1). Buildings with unprotected openings in accordance with 8.6.6 shall be protected throughout by an approved, supervised automatic sprinkler system in accordance with Section 9.7.

(w) Every interior corridor shall be constructed of walls having not less than a 1-hour fire resistance rating in accordance with Section 8.3, unless otherwise permitted by any of the following:

(1) Corridor protection shall not be required where all spaces normally subject to client occupancy have not less than one door opening directly to the outside or to an exterior exit access balcony or corridor in accordance with 7.5.3.

(2) In buildings protected throughout by an approved, supervised automatic sprinkler system in accordance with Section 9.7, corridor walls shall not be required to be rated, provided that such walls form smoke partitions in accordance with Section 8.4.

(3) Where the corridor ceiling is an assembly having a 1-hour fire resistance rating where tested as a wall, the corridor walls shall be permitted to terminate at the corridor ceiling.

(4) Lavatories shall not be required to be separated from corridors, provided that they are separated from all other spaces by walls having not less than a 1-hour fire resistance rating in accordance with Section 8.3.

(5) Lavatories shall not be required to be separated from corridors, provided that both of the following criteria are met:

(a) The building is protected throughout by an approved, supervised automatic sprinkler system in accordance with Section 9.7.

(b) The walls separating the lavatory from other rooms form smoke partitions in accordance with Section 8.4.

(x) Alcohol-based hand-rub dispensers shall be protected in accordance with 8.7.3.1, unless all of the following requirements are met:

(1) Dispensers shall be installed in rooms or spaces separated from corridors and exits.

(2) The maximum individual dispenser fluid capacity shall be as follows:

(a) 0.32 gal (1.2 L) for dispensers in rooms

(b) 0.53 gal (2.0 L) for dispensers in suites of rooms

(3) The dispensers shall be separated from each other by horizontal spacing of not less than 48 in.

(4) Storage of quantities greater than 5 gal (18.9 L) in a single fire compartment shall meet the requirements of NFPA 30, Flammable and Combustible Liquids Code.

(5) The dispensers shall not be installed over or directly adjacent to an ignition source.

(6) Dispensers installed directly over carpeted floors shall be permitted only in sprinklered rooms or spaces.

3. Approval for occupancy/use as a day-care shall be obtained from the State Fire Marshal's Office.

4. Approved access shall be provided and maintained for all fire protection equipment to permit immediate safe operation and maintenance of such equipment.

5. Shop drawings for any wok on the fire alarm systems shall be submitted for review and approval prior to system installation.

6. Visible alarm notification appliances shall be provided in public areas and common areas. A visible exterior weatherproof alarm notification device shall be located within closest proximity to the front main entrance of the building or tenant space.

7. A zoning indicator panel and the associated controls, or, fire alarm control panel shall be located within the closest proximity to the front main entrance.

8. A key box (Know Box) shall be provided and contain keys to gain necessary access as required by the fire code official.

9. Exit signs shall be illuminated at all times and have emergency power backup.

Date 04-16-18 Reviewed By: _____

Fire Safety Supervisor/Fire Marshal

Village of Arlington Heights
Public Works Department

Memorandum

To: Jake Schmidt, Planning & Community Development

From: Cris Papierniak, Assistant Director of Public Works

Date: February 25, 2020

Subject: 2501 N Chestnut Ave, PC# 20-005

With regard to the new construction of Little University LUV, I have the following comments:

This proposal is acceptable from the Public Works Perspective.

If you have any questions, please feel free to contact me.

C. file

RECEIVED
FEB 26 2020
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

ENGINEERING DEPARTMENT

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 20-005
Petitioner: Mindy Yoon
66 W. Brentwood Dr Palatine IL 60074
312-231-5381
Owner: Holy Nation Church (In Jacho)
2501 N. Chestnut Ave Arlington Hts 60004
773-732-1982
Contact Person:
Address:
Phone #: 847-570-7557
Fax #: 866-596-3147
E-Mail: littleuniversity@hotmail.com

P.I.N.# 03-17-100-015-0000
Location: 2501 N. CHESTNUT AVE
Rezoning: ____ Current: ____ Proposed: ____
Subdivision:
# of Lots: ____ Current: ____ Proposed: ____
PUD: ____ For:
Special Use: ____ For:
Land Use Variation: X For:
Land Use: Institutional Current: Institutional
Proposed:
Site Gross Area: 4.04 Acres
# of Units Total:
1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

	YES	NO	COMMENTS
1. PUBLIC IMPROVEMENTS REQUIRED:			
a. Underground Utilities			
Water		ND	
Sanitary Sewer			
Storm Sewer			
b. Surface Improvement			
Pavement			
Curb & Gutter			
Sidewalks			
Street Lighting			
c. Easements			
Utility & Drainage			
Access			

2. PERMITS REQUIRED OTHER THAN VILLAGE:
a. MWRDGC ____ b. IDOT ____
c. ARMY CORP ____ d. IEPA ____
e. CCHD ____

	YES	NO	COMMENTS
3. R.O.W. DEDICATIONS?		X	
4. SITE PLAN ACCEPTABLE?		N/A	
5. PRELIMINARY PLAT ACCEPTABLE?		N/A	
6. TRAFFIC STUDY ACCEPTABLE?		N/A	
7. STORM WATER DETENTION REQUIRED?		X	
8. CONTRIBUTION ORDINANCE EXISTING?		X	
9. FLOOD PLAIN OR FLOODWAY EXISTING?		X	
10. WETLAND EXISTING?		X	

GENERAL COMMENTS ATTACHED

PLANS PREPARED BY: N/A
DATE OF PLANS: ____

Director 2/19/2020 Date

PLAN COMMISSION PC #20-005
Little University LUV
2501 N Chestnut Ave
Round 1

11. The petitioner is notified that these comments are being provided to ensure that the project meets the requirements for submittal to the Plan Commission. Approval by the Plan Commission is not an endorsement or approval of these documents to obtain the required building permits, engineering approval, or permits required by other government or permitting agencies for construction. Detailed plan review with associated comments will be provided upon submittal of plans for a building permit. The petitioner shall acknowledge that they accept this understanding.

12. The Engineering Division has no further comments.

Michael L. Pagones, P.E. Date
Village Engineer

Arlington Heights Fire Department
Plan Review Sheet

P. C. Number 20-005

Project Name Little University

Project Location 2501 N. Chestnut

Planning Department Contact Jake Schmidt

General Comments

Round 1
General Comments:

1)The building and day care area will need to follow the Building Code.

2) A Knox Box shall be located at the main front entrance of the building. Another Knox Box may be needed at the Day Care entrance depending on the entrance location. Please specify where the Day Care will be located within the building.

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FEB 18 2020
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

NOTE: PLAN IS CONCEPTUAL ONLY SUBJECT TO DETAILED PLAN REVIEW

Date February 18, 2020 Reviewed By: LT. Mark Aleckson

Arlington Heights Fire Department

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

DEPARTMENT PLAN REVIEW SUMMARY

Little Learners University LUV
Traffic/Parking Study

RECEIVED
FEB 27 2020
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Round 1 Review Comments **02/24/2020**

1. **Character of use:**
   The character of use is consistent with the area and is not a concern.

2. **Are lighting requirements adequate?**
   Lighting should be up to Village of Arlington Heights code. The exterior of the building should be illuminated especially during nighttime hours for safety, to deter criminal activity and increase surveillance/visibility- potentially reducing theft, trespassing, vandalism, underage drinking, and other criminal activity.

3. **Present traffic problems?**
   There are no traffic problems at this location.

4. **Traffic accidents at particular location?**
   This is not a problem area in relation to traffic accidents.

5. **Traffic problems that may be created by the development.**
   This development should not create any additional traffic problems.

6. **General comments:**
   - Please ensure that there is an emergency information/contact card on file with the Arlington Heights Police Department and that it is up-to-date. Agent contact information must be provided to the Arlington Heights Police Department during all construction phases. The form is attached. Please complete and return. This allows police department personnel to contact an agent during emergency situations or for suspicious/criminal activity on the property during all hours.

Approved by:

Alexandra Ovington, Crime Prevention Officer
Community Services Bureau

Supervisor's Signature

Village of
ARLINGTON HEIGHTS
Illinois

Village of Arlington Heights
33 S. Arlington Heights Rd.,
Arlington Heights, IL 60005
Phone: 847.368.5300 | Fax: 847.368.5970

Emergency Information Card

Personal Information

First Name

Last Name

Name of Business (If Applicable)

Street Address

City

State

Zip

Home Phone

Cell Phone

Email Address

In Case of Emergency Please Call

Emergency Contact #1

First Name

Last Name

Street Address

City

State

Zip

Home Phone

Cell Phone

Email Address

Emergency Information Card

Emergency Contact #2

First Name

Last Name

Street Address

City

State

Zip

Home Phone

Cell Phone

Email Address

Alarm System (If Applicable)

Alarm Company

Alarm Company Phone Number

HEALTH SERVICES DEPARTMENT

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 20-005
Petitioner: Mindy Yoon
66 W. Brentwood Dr Palatine IL 60074
312-231-5581
Owner: Holy Nation Church (In Jesus)
2501 N. Chestnut Ave. Arlington Hts 60004
773-732-1982
Contact Person:
Address:

Phone #: 847-577-7557
Fax #: 866-591-3147
E-Mail: littleuniversity@hotmail.com

P.I.N.# 03-17-100-015-0000
Location:
Rezoning: Current: Proposed:
Subdivision:
# of Lots: Current: Proposed:
PUD: For:
Special Use: For:
Land Use Variation: X For:

Land Use: Institutional Current: Institutional
Proposed:
Site Gross Area: 4.04 Acres
# of Units Total:
1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

1. GENERAL COMMENTS:

If this facility meets the definition of *Day Care Center* by Illinois Department of Children & Family Services, it must be licensed by Illinois Department of Children & Family Services.

Sean Freres 2/20/20
Environmental Health Officer Date

James McCalister 2/20/20
Director Date

Planning & Community Development Dept. Review

February 25, 2019

REVIEW ROUND 2

Project: 2501 N. Chestnut Ave.
Little University LUV

Case Number: PC 20-005

General:

1. The following approval has been requested:
   a. **Land Use Variation to allow a "Day Care Center" in the R-3 Zoning District.**

   Please provide a written response to the following Land Use Variation criteria:
   - The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.
   - The plight of the owner is due to unique circumstances, which may include the length of time the subject property has been vacant as zoned.
   - The proposed variation is in harmony with the spirit and intent of this Chapter.
   - The variance requested is the minimum variance necessary to allow reasonable use of the property.

2. The following variation has been requested:
   a. **Variation from Chapter 28, Section 6.12-1 of the Municipal Code, to waive the requirement to provide a traffic and parking study from a certified Traffic Engineer.**

   Please provide a written response to the following Land Use Variation criteria:
   - The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.
   - The plight of the owner is due to unique circumstances, which may include the length of time the subject property has been vacant as zoned.
   - The proposed variation is in harmony with the spirit and intent of this Chapter.
   - The variance requested is the minimum variance necessary to allow reasonable use of the property.

3. Please provide documentation of DCFS Approval for the site.
4. Please provide documentation of State Fire Marshal Approval.
5. Please provide written confirmation that church services do not occur during pick-up and drop-off times. If available, please provide a list of service times.
6. All remaining conditions of Ordinance 15-043 will remain in full effect.

Site:

7. The existing dumpster is located within a parking space. Please relocate the dumpster to the existing dumpster pad adjacent to the parking lot.
8. Please provide a dumpster enclosure for the dumpster pad. Such enclosure shall consist of a fence of sufficient height to screen the dumpster, and shall meet design and height requirements for fencing.

9. Items listed in comments 7 and 8 will be handled as a code enforcement issue if not addressed as part of this petition.

Prepared by: 1.15.20

Little University
2501 N. Chestnut Avenue
PC #20-005
February 25, 2020

Landscape Comments

1) Per Chapter 28, Section 6.15, a 4 inch caliper shade tree is required at the ends of all parking rows. Incorporate a 4 inch caliper shade tree at the ends of each parking row within the existing islands where the tree is absent and space permits.

2) Per Chapter 28, Section 6.15-1.2a, a three foot high screen must be provided along the frontage of a public way. Infill where the landscaping is absent or dead.

From: Mindy Yoon
Sent: Wednesday, September 23, 2020 8:56 PM
To: Schmidt, Jacob
Subject: Re: Village of Arlington Heights - Plan Commission Application PC #20-005 - Little University Land Use Variation

[**NOTICE:** This message originated outside of Village of Arlington Heights email system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hi Jake,

Below are all my comments to the different Village departments. If I have missed something please let me know.

Thank you,

Mindy Yoon

Center Director

little University Child Care Center

Fire Safety Review (Fire Safety Supervisor/Fire Marshal)

Fire Marshal inspection email attached.

"State Fire Marshal.pdf"

Knox Box installed picture attached. All other requirements have been completed.

Public Works Department.

All requirements are met and accepted from Public Works Department.

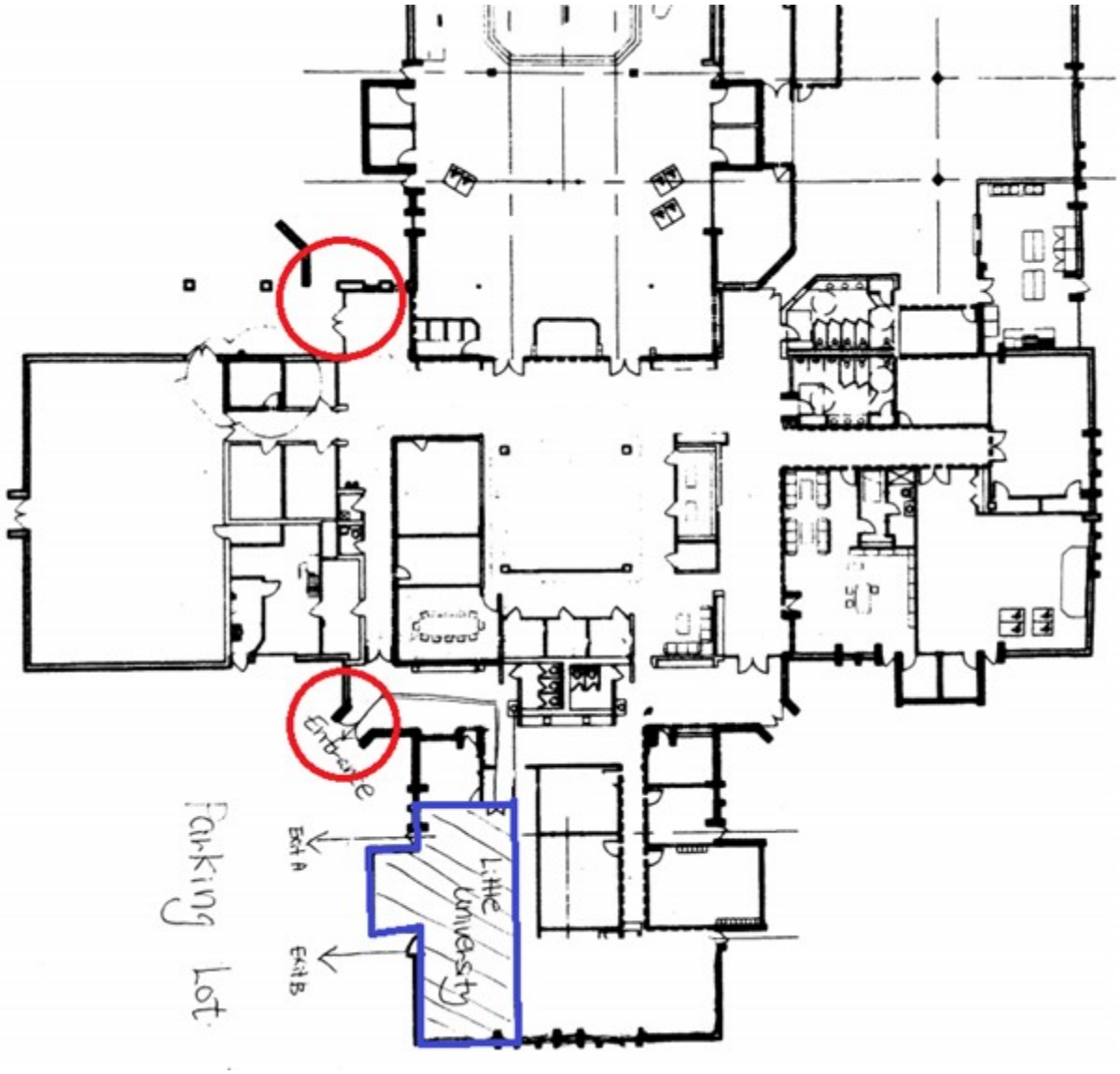
Engineering Department.

All requirements are met and accepted by the Village Engineer.

Arlington Heights Fire Department.

There are two Knox boxes located at the two main entrances of the building. (Red Circles) Blue shape indicates location of day care center.

2501 North
Chestnut Avenue
N Chestnut Ave
Google



Picture attached of Knox box located at the nearest main entrance of the building to the day care center. Keys are able to unlock all doors.

Police Department.

All requirements met per the comments of the police department. Attached is the information sent to the police department pertaining to the emergency information card.

“Emergency information page 1.pdf”

“Emergency information page 2.pdf”

Health Services Department.

This facility meets the definition of Day Care Center by Illinois department of children and family services. DCFS license scan attached as evidence of meeting requirement.

"DCFS.pdf"

Planning and Community Development Dept.

1. The following approval has been requested:
1. Land Use Variation to allow a "Day Care Center" in the R-3 Zoning District.
- The property was a school building. Little University Child Care Center. It is compatible with existing uses and zoning of near by property.
- The space Little University is using was a vacant space by the church.
- Land variation request to add a day care in a church building that was once school building in in harmony with the spirit and intent of this chapter.
- The variance request is to add a 3-6 years old program in old school building.

2. The following variation has been requested:
1. Variation from Chapter 28, Section 6.12-1 of Municipal Code, to waive the requirement to provide a traffic and parking study from a certified Traffic Engineer.
- Currently parking lot is occupied with 2-3 cars. Monday – Friday 7:30am – 6pm. The church service does not occur during Little University Child Care Center's operation time.
- The property was a school building, Little University Child Care Center is requesting permission to have 20 students in a vacant classroom.
- Variation request to add a DCFS licensed Day Care capacity of 20 students in a church building that was once school building is in harmony with the spirit and intent of this Chapter.
- The variance request is to add one classroom for mixed age of 3-6 years old in a church space that was once a school building.

3. DCFS License Attached
4. State Fire Marshal Approval attached

5. The Holy Nation Church service hour does not occur during pick -up and drop-off times of Little University Child Care Center. The Little University Child Care Center is open M-F 7:30am to 6pm. The Holy Nation Church service time are as follow:

   Sunday Morning Service 6:00am – 8:30am
   Sunday School 10:15 am – 12:45pm
   Sunday Main Service 11:00 am – 12:30 pm
   Sunday English Service 2:00pm – 3:30pm

   Wednesday Service 8:00pm – 9:30 pm

   Friday Bible Study 7:00pm – 8:00pm

Friday Service 8:00pm – 9:30pm

Saturday Korean School 9:30 am – 4pm

6. All remaining conditions of ordinance 15 -0543 remaining in full effect

Schmidt, Jacob

From: Mindy Yoon
Sent: Tuesday, September 29, 2020 11:18 PM
To: Schmidt, Jacob
Subject: Re: Village of Arlington Heights - Plan Commission Application PC #20-005 - Little University Land Use Variation

Follow Up Flag: Follow up
Flag Status: Flagged

[**NOTICE:** This message originated outside of Village of Arlington Heights email system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]
Hi Jake,

The Holy Nation Church has been informed of the request for the landscape comments. Below are pictures of the landscaping, additional trees that have been planted at the ends of the rows of parking as well as more shrubs per the landscaping request.

Thank you,

Mindy Yoon

Center Director

little University Child Care Center

Village of Arlington Heights
Building & Life Safety Department

Interoffice Memorandum

To: Jake Schmidt, Planning and Community Development

From: Deb Pierce, Plan Reviewer, Building & Life Safety Department

Subject: Little University Land Use Variation to allow a Day Care Facility in the R-3 District, Traffic/Parking Study Variation - 2501 N Chestnut Ave

PC#: 20-005 – Round 2

Date: October 6, 2020

Jake –

I have no objections to the Land Use Variation, as well as the Traffic/Parking Study Variation.

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OCT 07 2020
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Village of Arlington Heights
Public Works Department

Memorandum

To: Jake Schmidt, Planning & Community Development

From: Jeff Musinski, Utilities Superintendent

Date: October 14, 2020

Subject: 2501 N. Chestnut Ave., PC#20-005 Round 2

With regard to the LUV for Little University LUV, I have the following comments:

1) This proposal is acceptable from the Public Works perspective

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OCT 15 2020
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION PC #20-005
Little University LUV
2501 N Chestnut Ave
Round 2

13. The petitioner's response to comment no. 11 is acceptable. The Engineering Division has no further comments.

10/8/2020

Michael L. Pagones, P.E. Date
Village Engineer

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OCT 08 2020
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

DEPARTMENT PLAN REVIEW SUMMARY

Little Learners University LUV
Traffic/Parking Study

Round 2 Review Comments **10/08/2020**

1. **Character of use:**
   Nothing further.
2. **Are lighting requirements adequate?**
   Nothing further.
3. **Present traffic problems?**
   Nothing Further.
4. **Traffic accidents at particular location?**
   Nothing further.
5. **Traffic problems that may be created by the development.**
   Nothing further.
6. **General comments:**
   Nothing further.

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OCT 13 2020
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

A D #330
Alexandra Ovington, Crime Prevention Officer
Community Services Bureau

Approved by:

S A B 564
Supervisor's Signature

Village of Arlington Heights
Health & Human Services Department

RECEIVED
OCT 09 2020
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Memorandum

To: Jake Schmidt, Assistant Planner

From: Sean Freres, Environmental Health Officer

CC: James McCalister, Health & Human Services Director

Date: October 8, 2020

Re: PC# 20-005, Little University LUV, 2501 N. Chestnut Ave., Round 2

No comments at this time.

Planning & Community Development Dept. Review

October 9, 2020

REVIEW ROUND 2

Project: 2501 N. Chestnut Ave.
Little University LUV

Case Number: PC 20-005

General:

1. The written response to Land Use Variation criteria is acceptable.
2. The written response to Zoning Code Variation criteria is acceptable.
3. The responses to comments 3 through 6 are acceptable.

Site:

4. The items listed in comments 6 and 7 have not been addressed. If left unaddressed, they will be handled via the code enforcement process.

Prepared by: _____

Little University
2501 N. Chestnut Avenue
PC #20-005
October 6, 2020

Landscape Comments

1) Per Chapter 28, Section 6.15, a 4 inch caliper shade tree is required at the ends of all parking rows. Shade trees are missing in the north parking area. Please incorporate a 4 inch caliper shade tree at the ends of each parking row.

2) Per Chapter 28, Section 6.15-1.2a, a three foot high screen must be provided along the frontage of a public way. Infill where the landscaping is absent or dead. It was noted that landscaping has been added; however, there are still areas where the code required landscaping is absent.

3) Overall the maintenance of the site is lacking. Overgrown weeds were observed throughout the site.

4) The above items must be addressed and will be handled as part of code enforcement.

PLAN COMMISSION PROJECT TIMELINE

Project Name: Little University
PC Number: 20-005
Location: 2501 N. Chestnut Ave.
Requested Action:

1. Land Use Variation to allow a Day Care Center in the R-3 Zoning District.
2. Variation from Chapter 28, Section 6.12-1 of the Municipal Code, to waive the requirement to provide a traffic and parking study from a certified Traffic Engineer.

	Date	# of Business Days
Petitioner Provided Documentation for CPRC	2/3/20	-
Conceptual Plan Review Meeting (CPRC)	2/12/20	7
PC Application Submittal Date	2/14/20	-
1st Round Department Comments	2/27/20	9
Petitioner's Response – 1st Round	9/29/20	150
2nd Round Department Comments	10/9/20	8
PC Hearing	11/18/20	278 days from application date*
Village Board	12/21/20	21
Potential Village Board Ord. Adoption	1/4/21	10

*Due to meeting restrictions caused by the Coronavirus pandemic, in addition to a improper initial public notification and a delayed response from the petitioner, the meeting date for this application was significantly delayed.

Village Board
12/21/2020

Item: New Covid-19 Relief Initiatives

Department: Integrated Services Department

The impact of the Covid-19 pandemic continues to be felt by the Village's businesses, particularly restaurants as they are currently prohibited from serving customers indoors under Tier 3 Mitigation Measures, and weather conditions prevent consistent outdoor dining.

On May 18th, the Village Board directed Staff to reduce payments for restaurant liquor license fees by 25% and to modify the Village's zero interest loan program to provide for $10,000 emergency business loans for terms of 3 year with payments commencing on Janurary 1, 2021.

Based on continued cash flow challenges for restaurants and other businesses, Staff believes that additional help should be offered to our restaurant community at this time. Staff is proposing an additional 25% rebate of 2020 liquor license fees for all classes of liquor licenses other than B and BB out of recognition that restaurants are not fully able to benefit from those licenses, a deferral of the due date for all classes of liquor license renewals from April 30, 2021 to June 30, 2021, and a deferral of the loan payment due date for emergency loans to June 1, 2020.

Recommendation:
It is recommended that the Village Board approve the following relief for businesses given the continuation of the Covid-19 pandemic and Tier 3 mitigation measures:

1. Authorize Staff to amend current Covid-19 Emergency Small Business Loan Agreements to allow for the commencement of repayment to occur on June 1, 2021.

2. Issue rebates in the amount of 25% of annual liquor license fees for holders of all classifications other than Class B and BB. Any business whose liquor license consists of a Class B or BB in addition to another liquor license classification (other than Class T) will receive a rebate in the amount of 25% of their total liquor license fees in 2020, including the Class B, or BB fees.

3. Defer the due date for the 2021 renewal of all liquor license fees to June 30, 2021.