AGENDA
President and Board of Trustees
Village of Arlington Heights
Board Room

Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
October 2, 2023
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

A. Committee of the Whole 09/18/2023
B. Village Board 09/18/2023

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 09/30/2023

VI. RECOGNITIONS AND PRESENTATIONS

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

Anyone wishing to speak on a subject not on the Agenda should fill out a card, located in the back of the room, and hand it to the Village Clerk. Please limit your comments to three minutes.

IX. OLD BUSINESS

A. Report of the Committee of the Whole Meeting of October 2, 2023

Interview of Michael O'Conner for appointment to the Zoning Board of Appeals, term ending April 30, 2026

B. Report of the Committee of the Whole Meeting of October 2, 2023

Interview of Steve Raminiak for appointment to the Senior Citizens Commission term ending April 30, 2026

C. Report of the Committee of the Whole Meeting of October 2, 2023

Interview of Pamela McVoy for appointment to the Commission for Citizens with Disabilities term expiring April 30, 2026

D. Paragon Mechanical - 2400 S. Arlington Heights Rd. - PC#22-010 Amendment to LUV Ord. 20-022, Variations

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. Lead Service Line Replacement - Contract Award

B. Vehicle Purchases - Police Department

C. Police Department - Parking Enforcement LPR System

CONSENT LEGAL

A. Resolution - IDOT - Permit for Maintenance Work on State Highways 2023-2024 (Permit required by Village for all work on IDOT rights-of-way)

B. Ordinance - Code Amendment-Chapter 13- Alcohol Liquor Dealers

C. A Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation (Sustained Traffic Safety Enforcement Grant)

CONSENT PETITIONS AND COMMUNICATIONS

A. Bond Waiver - St Edna Church

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

A. Patton School Gym Addition - 1616 N. Patton Ave. - PC#23-010 Special Use Permit Amendment, Variation to Waive Traffic & Parking Study

B. An Ordinance Approving a First Amendment to the Lease Agreement with Shree Neelkanth, Inc.

XIII. LEGAL

XIV. REPORT OF THE VILLAGE MANAGER

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 Erin Mercado, at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, emercado@vah.com or (847)368-5793.

Village Board
10/2/2023

Item: Committee of the Whole 09/18/2023

Department: Village Manager's Office

Committee of the Whole 09/18/2023

ATTACHMENTS:

Description	**Type**
COW Minutes 09/18/2023	Minutes

MINUTES OF THE COMMITTEE-OF-THE-WHOLE MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS
September 18, 2023

President Hayes called the meeting to order at 7:00 PM.

BOARD MEMBERS PRESENT:	President Hayes; Trustees Baldino, Bertucci, Dunnington, Grasse, LaBedz, Schwingbeck, Shirley, and Tinaglia
BOARD MEMBERS ABSENT:	None
STAFF MEMBERS PRESENT:	Village Manager Randy Recklaus and Assistant Village Manager Diana Mikula
OTHERS PRESENT:	Beth Deiter, Jennifer Durkin, Yunsuk Song and Sungwhan Kim

A. Interview of Beth Deiter for appointment to the Commission for Citizens with Disabilities term ending April 30, 2026

The Mayor called both candidates Beth Deiter and Jennifer Durkin up at the same time as they are both candidates for the same commission. The Mayor stated that the candidates both have impressive resumes and are very passionate about issues related to citizens with disabilities.

Beth is a speech therapist and has created a non-profit. She feels that she represents families of children with disabilities and sees their joys and struggles and hopes to represent them on the Commission. Mayor Hayes stated that he has know Beth for many years as the Mayor's daughter and Beth were classmates in elementary school.

Trustees commented on the fantastic resumes of both candidates and thanked both candidates for their willingness to serve. Discussion ensued on the commission and work that is done.

Trustee Grasse moved, seconded by Trustee Baldino to recommend that the Village Board of Trustees recommend Beth Deiter for appointment to the Commission for Citizens with Disabilities term ending April 30, 2026.

The following voice vote was recorded:

9 Ayes **0 Nays**

The motion passed.

B. Interview of Jennifer Durkin for appointment to the Commission for Citizens with Disabilities, term ending April 30, 2024.

Jennifer is the mother of a child with special needs. She has twin daughters, one with a rare chromosome disorder and one that is neurotypical. One daughter is non verbal and has developmental delays. Over the years, they have had to fight for things. Jennifer hopes her role on the commission will help remind others that what is easy for some, may not be for others.

Trustee Baldino moved, seconded by Trustee Grasse to recommend that the Village Board of Trustees recommend Jennifer Durkin for appointment to the Commission for Citizens with Disabilities, term ending April 30, 2024.

The following voice vote was recorded:

9 Ayes **0 Nays**

The motion passed.

C. Consideration of recommending to the Liquor Commissioner the issuance of a Class A liquor license to Sushi De Tapas, Inc. dba Kaido Sushi located at 45 W. Golf Road.

The Mayor swore in Yunsuk (Eric) Song, owner of Kaido Sushi. The attorney for Kaido Sushi, Sungwhan Kim, was also introduced.

Ms. Mikula gave the staff report. She stated that this is a new establishment and is seeking a Class A liquor license. The restaurant opened in January.

In August, 2023 Police completed a background check on Yunsuk Song and manager, Chun Hwan Park, no issues were noted. A walk through was conducted on September 8 and the submitted floor plan was adjusted to reflect an additional bench with seats bringing the available seats up from 28 to 32.

Upon a satisfactory interview tonight, Ms. Mikula stated, it would be appropriate to issue a Class A liquor license to Sushi De Tapas dba Kaido Sushi.

The Mayor asked about Mr. Song's experience in the restaurant and liquor business. Mr. Song has other restaurants. Previously, he held a liquor license at one location however, he is no longer an owner. Mr. Song stated he has had no liquor violations. Mr. Song stated he does currently have a restaurant in Chicago however, at that location he does not have a liquor license, it is BYOB. Discussion ensued regarding BYOB.

At Kaido Sushi, all employees are Basset certified. Mr. Song stated that the plan is to ask for IDs from anyone that is looking to purchase liquor. Trustees thanked Mr. Song for choosing Arlington Heights for his business. Compliance checks that are conducted by the Village were highlighted.

Trustee Grasse moved, seconded by Trustee Schwingbeck to recommend that the Village Board of Trustees recommend to the Liquor Commissioner the issuance of a Class A liquor license to Sushi De Tapas Inc. dba Kaido Sushi located at 45 W. Golf Road.

The following voice vote was recorded:

9 Ayes **0 Nays**

The motion passed.

D. OTHER BUSINESS - None

E. ADJOURNMENT – Trustee Baldino moved, seconded by Trustee LaBedz to adjourn. The meeting adjourned at 7:27 pm.

Village Board
10/2/2023

Item: Village Board 09/18/2023

Department: Village Clerk

ATTACHMENTS:

Description	**Type**
Village Board 09/18/2023	Minutes

MINUTES
President and Board of Trustees
Village of Arlington Heights
Board Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
September 18, 2023
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: Grasse, LaBedz, Schwingbeck, Baldino, Bertucci, Dunnington, Shirley and Tinaglia.

Also present were Randy Recklaus, Gregory Smith, Charles Perkins, Diana Mikula and Becky Hume.

IV. APPROVAL OF MINUTES

A. Village Board 09/05/2023 Approved

Trustee Nicolle Grasse moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, LaBedz, Schwingbeck, Shirley, Tinaglia

Abstain: Hayes

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 09/15/2023 Approved

Trustee James Bertucci moved to approve in the amount of $1,601,272.74.

Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

VI. RECOGNITIONS AND PRESENTATIONS

A. Presentation of "One Book, One Village" Community Reading Event by Sherri Tader, Information Services Advisor and Neal Parker, Programs and Exhibits Specialist, Arlington Heights Memorial Library.

Sherri Tader and Neal Parker presented the Book for this year's selection; the Two Lives of Sara by Catherine Adel West. She's a Chicago author whose book is a work of historical fiction. There are 16 programs in which residents can participate. Check AHML.info/onebook for details.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

IX. OLD BUSINESS

A. Report of the Committee of the Whole Meeting of September 18, 2023 — Approved

Interview of Beth Deiter for appointment to the Commission for Citizens with Disabilities - term ending April 30, 2026

President Hayes administered the Oath of Office to Ms. Deiter.

Trustee Nicolle Grasse moved to concur in the Mayor's appointment.
Trustee Richard Baldino Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

B. Report of the Committee of the Whole Meeting of September 18, 2023 — Approved

Interview of Jennifer Durkin for appointment to the Commission for Citizens with Disabilities - term ending April 30, 2024

President Hayes administered the Oath of Office to Ms. Durkin.

Trustee Richard Baldino moved to concur in the Mayor's appointment.
Trustee Nicolle Grasse Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

C. Report of the Committee of the Whole Meeting of September 18, 2023 — Approved

Consideration of recommending to the Liquor Commissioner the issuance of a Class A liquor license to Sushi De Tapas, Inc. dba Kaido Sushi located at 45 W. Golf Road.

Trustee Nicolle Grasse moved to approve. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

D. Paragon Mechanical - 2400 S. Arlington Heights Rd. - PC#22-010 — Rescheduled
Amendment to LUV Ord. 20-022, Variations

The petitioner was not present so the item will be addressed at a future meeting.

X. CONSENT AGENDA

CONSENT LEGAL

A. Ordinance - Code Amendment - Chapter 13 - Alcohol Liquor Dealers — Approved

Trustee Robin LaBedz moved to approve 2023-61. Trustee Jim Tinaglia

Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

B.	A Resolution Accepting an Illinois Criminal Justice Information Authority Community-Law Enforcement Partnership Deflection Program Grant (CARE Grant)	Approved

Trustee Robin LaBedz moved to approve R2023-27. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

C.	An Ordinance Amending the Annual Budget of the Village of Arlington Heights, County of Cook, State of Illinois, for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023 (IL Criminal Justice Information Authority Grant)	Approved

Trustee Robin LaBedz moved to approve 2023-62. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

D.	An Ordinance Approving A Purchase And Sale Agreement For, And The Purchase Of, Certain Real Property - 6 North Hickory Avenue	Approved

Trustee Robin LaBedz moved to approve 2023-63/A2023-53. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

CONSENT REPORT OF THE VILLAGE MANAGER

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

XIII. LEGAL

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

A. Proceed at Own Risk Request – Verizon Cell Phone Tower, 1500 W Shure Drive

Mr. Smith explained that Verizon and the owner of 1500 W. Shure Drive are requesting permission for a temporary mobile cellular antenna installation at the site. Ultimately, they will seek a permanent installation of cell antennas on the building. The application for permanent antennas will come back to the Board for review. Verizon asked for the proposed agreement to be amended to a date later than the October 30th application deadline, as they may not be able to meet that date.

Ari Rosenthal, attorney for Verizon, said Sprint has left the site. The landlord has asked if Verizon can use the same mounts that are already on the building. This reuse requires new sets of drawings and evaluation by a structural engineer. The drawings and engineer's report are anticipated in mid-October. The landlord will then need to review these documents. This makes the application date of late October difficult to meet. They are trying to get the application for permitting as fast as possible. The landlord and senior management still need to sign off on the agreement that staff has drafted.

President Hayes asked what is the potential loss of service. Jessie McDaniel, engineer for the Verizon, said customers will lose coverage and capacity near Route 53, Rand Road and Dundee Road. This is why they are requesting for temporary service the help lessen the impact and gap in coverage in the area.

Trustee Bertucci asked what is the area it would cover. Mr. McDaniel said the antenna covers half to one mile in any direction.

Trustee LaBedz asked about the existing infrastructure. Mr. Perkins said the mechanical infrastructure was from a previous cell phone provider. Verizon is studying the existing mounts to see if they can reuse them. This evaluation takes about 3 weeks. They need a crew to gather data and time

for the engineer to evaluate it, then they can make the determination if the existing mounts can be used. Mr. Rosenthal said there will be electrical power to the temporary installation, it will not be powered a generator.

Trustee Tinaglia asked will the new cell towers will look different. The Verizon team said the new antennas are comparable in size and appearance and they will be as safe as they were before. The FCC regulates all providers. Nothing will be dramatically different.

Trustee Shirley asked if there was a gap in service. Mr. Rosenthal said this area is being served by another antenna site and that site's landlord has not renewed the lease. The temporary installation will bridge the gap until the proposed permanent antenna can take over the service from the previous location which is in Palatine.

Trustee Bertucci asked if Verizon was in agreeance with the conditions. Mr. Rosenthal said yes.

Trustee Baldino moved to approve authorizing the Village Manager to execute the amended Proceed At Own Risk declaration for Verizon to "Proceed At Own Risk" with construction of the temporary cell phone antenna while the petitioner submits an application to the Plan Commission for a Special Use and all required Variations for consideration of the permanent cell phone antenna on the current building at 1500 W Shure Drive. Trustee Bertucci Seconded the motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

B. Closed Session

Request for Closed Session per 5 ILCS 120/2(c)(21): Discussion of minutes lawfully closed, whether for purposes of approval of the minutes or the semi-annual review of the minutes

-and-

5 ILCS 120/2(c)(11): litigation, when an action against, affecting or on behalf of the Village has been filed and is pending before a court or administrative tribunal, or when the Board finds that an action is probable or imminent

XVII. ADJOURNMENT

Trustee Robin LaBedz moved to adjourn to Closed Session at 8:05 p.m.
Trustee Richard Baldino Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz,

Schwingbeck, Shirley, Tinaglia

Village Board
10/2/2023

Item: Warrant Register 09/30/2023

Department: Village Clerk

ATTACHMENTS:

Description	Type
Warrant Register 09/30/2023	Warrant Register

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER FOR CHECK DATE: 9/30/2023

Fund	Fund Description	Total Transaction Amount
101	GENERAL FUND	$564,549.70
215	CDBG FUND	$85.00
227	FOREIGN FIRE INS TAX FUND	$2,849.99
231	CRIMINAL INVESTIGATION FD	$734.63
235	MUNICIPAL PARKG OPR FUND	$25,209.62
263	TIF IV	$9,203.88
264	TIF V	$1,185,000.00
266	HICKORY KENSINGTON TIF	$69,078.00
267	SOUTH ARL HTS RD TIF	$27,011.67
301	DEBT SERVICE FUND	$618.00
401	CAPITAL PROJECTS FUND	$19,482.96
426	STORM WATER CONTROL FUND	$20,962.63
505	WATER AND SEWER FUND	$2,261,309.07
506	LEAD SERVICE LINE REPL FUND	$13,801.25
511	SOLID WASTE FUND SWANCC	$145,630.00
515	ARTS ENTERT & EVENTS FUND	$3,044.76
605	HEALTH INSURANCE FUND	$407,862.81
615	WORKERS COMPENSATION INS	$303.50
621	FLEET OPERATIONS FUND	$8,323.57
625	TECHNOLOGY FUND	$67,130.77
715	GUARANTY DEPOSITS FUND	$600.00
	TOTAL ALL FUNDS	**$4,832,791.81**

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0000	**NON DEPARTMENTAL**				
303658	101-0000-100810-	PETTY CASH/POLICE	CAR RENTAL	$1,600.00	**$1,600.00**
303752	101-0000-433140-	AETNA	AMBULANCE REFUND	$424.38	**$424.38**
303753	101-0000-433140-	BLUE CROSS BLUE SHIELD ILLINOIS	AMBULANCE REFUND	$757.23	**$757.23**
303754	101-0000-433140-	GREIWE, KIMBERLY KELLY	AMBULANCE REFUND	$300.00	**$300.00**
303755	101-0000-433140-	HEALTH CARE SERVICES CORP CLAIMS OVERPAYMENT	AMBULANCE REFUND	$1,559.42	**$1,559.42**
303756	101-0000-433140-	HUMANA-MEDICARE	AMBULANCE REFUND	$279.16	**$279.16**
303757	101-0000-433140-	HUMANA-MEDICARE	AMBULANCE REFUND	$281.52	**$281.52**
303758	101-0000-433140-	HUMANA-MEDICARE	AMBULANCE REFUND	$292.53	**$292.53**
303759	101-0000-433140-	KHREPTAK, IHOR	AMBULANCE REFUND	$131.20	**$131.20**
303760	715-0000-220930-	J & B HOMES, LLC	THREE BOND REFUNDS	$600.00	**$600.00**
303761	101-0000-421200-	ADALBERTO HUERTA	LIQUOR LICENSE REFUND	$3,301.20	**$3,301.20**
303762	101-0000-441350-	IRSHAD A MOOLJI	CITATION REFUND	$30.00	**$30.00**

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
303764	101-0000-441350-	WILLIAM C DOWD	CITATION REFUND	$25.00	**$25.00**
303765	505-0000-452420-	FISERV/BASTOGNE	WATER REFUND	$137.40	**$137.40**
303766	505-0000-120800-	MEGAN GILLESPIE	WATER REFUND	$56.31	**$56.31**
303767	505-0000-452420-	NUMBERS, PATRICK & JORIANNE	WATER REFUND	$68.20	**$68.20**
802304	101-0000-210950-	RTA/CTA BENEFIT PROGRAM	EMPLOYEE RTA BENEFIT PROGRAM	$208.25	**$208.25**
802324	101-0000-210950-	RTA/CTA BENEFIT PROGRAM	EMPLOYEE RTA BENEFIT PROGRAM	$261.00	**$261.00**
902131	101-0000-211060-	VISION SERVICE PLAN	MAY 2023 VISION	$2,323.80	**$4,985.15**
902131	101-0000-211060-	VISION SERVICE PLAN	MAY 2023 VISION	$2,661.35	
902132	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH CARE/DEPENDENT CARE FSA	$1,083.36	**$6,654.69**
902132	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH CARE/DEPENDENT CARE FSA	$5,571.33	
902134	101-0000-210810-	DEARBORN LIFE INS CO	LIFE & DISABILITY INSURANCE OCT 2023	$238.47	**$7,979.40**
902134	101-0000-210810-	DEARBORN LIFE INS CO	LIFE & DISABILITY INSURANCE OCT 2023	$7,740.93	
902135	101-0000-211060-	VISION SERVICE PLAN	BASE VISION INSURENCE	$1,323.40	**$1,323.40**
902137	101-0000-210820-	SONTIQ	ID PROTECTION AUGUST 2023	$213.70	**$213.70**

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$5,711.03
902141	101-0000-211060-	VISION SERVICE PLAN	VISION OCTOBER 2023	$1,385.55	
902141	101-0000-211060-	VISION SERVICE PLAN	VISION OCTOBER 2023	$4,325.48	
					$2,584.04
902142	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH CARE/DEPENDENT CARE FSA	$2,584.04	
					($106,123.15)
902143	605-0000-471230-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL INSURANCE	($106,123.15)	
			DEPARTMENT 0000 TOTAL:	($66,358.94)	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0101	**BOARD OF TRUSTEES ADMIN**				
303710	101-0101-530050-	FASTSIGNS	PRINTING SERVICES	$103.55	**$103.55**
303731	101-0101-521650-	LORELLE COMMUNICATIONS INC	PROFESSIONAL SERVICES	$4,500.00	**$4,500.00**
303780	101-0101-521650-	PROFORMA	OFFICE SUPPLIES	$184.25	**$184.25**
			DEPARTMENT 0101 TOTAL:	$4,787.80	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0201	**INTEGRATED SERVICES ADMIN**				
303675	101-0201-521650-	AT & T MOBILITY	ACCT 232106787838	$100.00	**$100.00**
303676	101-0201-521650-	AT & T MOBILITY	ACCT 232106787838	$100.00	**$100.00**
			DEPARTMENT 0201 TOTAL:	$200.00	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0301	**HUMAN RESOURCES ADMIN**				
					$278.50
303666	615-0301-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$32.06	
303666	615-0301-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$39.07	
303666	615-0301-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$207.37	
					$25.00
303710	615-0301-533050-	FASTSIGNS	OFFICE SUPPLIES	$25.00	
					$6,284.00
303746	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICAL	$72.00	
303746	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICAL	$1,255.00	
303746	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICAL	$2,254.00	
303746	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICAL	$2,703.00	
					$6,167.88
902134	605-0301-520650-	DEARBORN LIFE INS CO	LIFE & DISABILITY INSURANCE OCT 2023	$2,140.85	
902134	605-0301-520660-	DEARBORN LIFE INS CO	LIFE & DISABILITY INSURANCE OCT 2023	$4,027.03	
					$9,029.97
902139	605-0301-542750-	BENISTAR/HATFORD	RETIREE INSURANCE/ OCT 2023	$8,755.42	
902139	605-0301-520450-	BENISTAR/HATFORD	RETIREE INSURANCE/ OCT 2023	$274.55	
					$625.98
902140	605-0301-520440-	EMPLOYEE BENEFITS CORP	ADMIN FEES SEPT	$555.94	
902140	605-0301-520440-	EMPLOYEE BENEFITS CORP	ADMIN FEES SEPT	$8.24	
902140	605-0301-520440-	EMPLOYEE BENEFITS CORP	ADMIN FEES SEPT	$61.80	
					$491,878.13
902143	605-0301-542750-	BLUE CROSS BLUE SHIELD	MEDICAL/DENTAL INSURANCE	$470,671.92	
902143	605-0301-542770-	BLUE CROSS BLUE SHIELD	MEDICAL/DENTAL INSURANCE	$21,206.21	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
			DEPARTMENT 0301 TOTAL:	$514,289.46	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0401	**LEGAL DEPARTMENT ADMIN**				
303694	101-0401-520200-	CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	$5,623.75	**$5,623.75**
902136	101-0401-520100-	ELROD FRIEDMAN LLP	LEGAL SERVICES AUGUST 2023	$58,040.26	**$58,040.26**
			DEPARTMENT 0401 TOTAL:	$63,664.01	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0501	**FINANCE ADMIN**				
303666	101-0501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$6.99	**$6.99**
303669	101-0501-521650-	ANDRES MEDICAL BILLING LTD	FINANCIAL SERVICES	$8,719.51	**$8,719.51**
303690	101-0501-530010-	CHICAGO TRIBUNE	SUBSCRIPTION	$150.99	**$150.99**
303703	101-0501-522010-	DAILY HERALD	ADVERTISING	$151.20	**$151.20**
303781	101-0501-521020-	QUADIENT INC	EQUIPMENT LEASE	$2,254.62	**$2,254.62**
303790	505-0501-522100-	SEBIS DIRECT INC	PRINTING SERVICES	$1,159.31	**$1,159.31**
303815	101-0501-522010-	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$37.96	**$63.96**
303815	101-0501-522150-	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$26.00	
902138	101-0501-522050-	CITIBANK	AUGUST POSTAGE	$4,571.67	**$4,571.67**
			DEPARTMENT 0501 TOTAL:	$17,078.25	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0601	**INFORMATION TECHNOLOGY ADMIN**				
					$399.77
303666	625-0601-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$19.78	
303666	625-0601-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$379.99	
					$4,545.18
303698	625-0601-521650-	COMCAST PROCESSING CENTER	ACCT 907065060	$4,545.18	
					$5,196.57
303705	625-0601-550100-	DELL MARKETING LP	OFFICE EQUIPMENT	$5,196.57	
					$20,756.25
303777	625-0601-550100-	PLANTE & MORAN PLLC	PROFESSIONAL SERVICES	$20,756.25	
					$36,233.00
303803	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERSDP & WORD PROC.	$960.00	
303803	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERSDP & WORD PROC.	$4,403.00	
303803	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERSDP & WORD PROC.	$5,032.00	
303803	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERSDP & WORD PROC.	$12,000.00	
303803	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERSDP & WORD PROC.	$13,838.00	
			DEPARTMENT 0601 TOTAL:	$67,130.77	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 1018	**BOARDS & COMM SPECIAL EVENTS**				
					$365.00
303710	515-1018-540550-	FASTSIGNS	PRINTING SERVICES	$365.00	
					$104.79
303715	515-1018-540550-	GAUGHAN, COLLEEN	REIMBURSEMENT	$35.00	
303715	515-1018-540550-	GAUGHAN, COLLEEN	REIMBURSEMENT	$69.79	
					$578.41
303794	515-1018-540550-	STANLEY, KERI	REIMBURSEMENT	$578.41	
					$840.00
303796	515-1018-540550-	SUNSHINE FARM II	EVENT SUPPLIES	$840.00	
			DEPARTMENT 1018 TOTAL:	$1,888.20	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 2005	**SPECIAL EVENTS METROPOLIS THTR**				
					$1,006.56
303797	515-2005-550550-	TC FURLONG INC	METROPOLIS EQUIPMENT	$1,006.56	
			DEPARTMENT 2005 TOTAL:	$1,006.56	

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Department 3001	**POLICE DEPT ADMIN**				
303660	101-3001-521650-	ACCURATE DOCUMENT DESTRUCTION	SHREDDING SERVICES	$743.44	**$743.44**
303664	101-3001-521650-	ALEXIAN BROS CENTER MENTAL HEALTH	PROFESSIONAL SERVICES	$1,722.78	**$22,374.00**
303664	101-3001-521650-	ALEXIAN BROS CENTER MENTAL HEALTH	PROFESSIONAL SERVICES	$1,774.47	
303664	101-3001-521650-	ALEXIAN BROS CENTER MENTAL HEALTH	PROFESSIONAL SERVICES	$2,061.60	
303664	101-3001-521650-	ALEXIAN BROS CENTER MENTAL HEALTH	PROFESSIONAL SERVICES	$16,815.15	
303672	101-3001-533300-	ARLINGTON HTS PARK DISTRICT	EQUIPMENT RENTAL	$625.00	**$625.00**
303680	101-3001-521650-	BLUE LINE PROFESSIONAL CONSULTANTS LLC	PROFESSIONAL SERVICES	$9,600.00	**$9,600.00**
303681	101-3001-522100-	BRANDING TOUCHPOINT / IPROMOTE U	MISCELLANEOUS SUPPLIES	$255.70	**$3,894.70**
303681	101-3001-533300-	BRANDING TOUCHPOINT / IPROMOTE U	MISCELLANEOUS SERVICES	$1,800.00	
303681	101-3001-533300-	BRANDING TOUCHPOINT / IPROMOTE U	MISCELLANEOUS SERVICES	$1,839.00	
303682	101-3001-533300-	BRANDING TOUCHPOINT / IPROMOTE U	MISCELLANEOUS SUPPLIES	$719.01	**$719.01**
303713	101-3001-522030-	FILIPEK, DOUGLAS	TRAVEL & TRAINING	$1,119.82	**$1,119.82**
303730	101-3001-521650-	LIVE 4 LALI INC	CARE GRANT	$1,273.46	**$1,273.46**
					$52,142.04

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
303745	101-3001-520370-	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	$52,142.04	
					$75.00
303749	101-3001-522020-	NORTHWEST POLICE ACADEMY	MEMBERSHIP DUES	$75.00	
					$387.14
303750	101-3001-522150-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$124.18	
303750	101-3001-522150-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$262.96	
					$1,132.39
303768	101-3001-522030-	ORLANDO, MICHAEL	TRAVEL & TRAINING	$1,132.39	
					$3,294.00
303774	101-3001-522030-	PEPPERBALL	TRAVEL & TRAINING	$1,098.00	
303774	101-3001-522030-	PEPPERBALL	TRAVEL & TRAINING	$2,196.00	
					$128.09
303776	101-3001-522020-	PETTY CASH/POLICE	TRAVEL & TRAINING	$40.00	
303776	101-3001-522020-	PETTY CASH/POLICE	TRAVEL & TRAINING	$40.00	
303776	101-3001-533050-	PETTY CASH/POLICE	MISCELLANEOUS SUPPLIES	$5.09	
303776	101-3001-533250-	PETTY CASH/POLICE	TRAVEL & TRAINING	$43.00	
					$168.00
303798	101-3001-530350-	TEGTMEYER, JEFFREY	REIMBURSEMENT	$168.00	
					$564.00
303802	101-3001-522100-	TOTAL PRINT SOLUTIONS	PRINTING SERVICES	$564.00	
					$5.15
303808	101-3001-521650-	WALGREEN COMPANY	MISCELLANEOUS SUPPLY	$5.15	
			DEPARTMENT 3001 TOTAL:	$98,245.24	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 3003	**POLICE DEPT CRIMINAL INVEST**				
303771	231-3003-540010-	PARTNERS & PAWS VETERINARY SERVICES	VET SERVICES	$579.13	**$579.13**
303775	231-3003-540010-	PET PROS	K9 SUPPLIES	$155.50	**$155.50**
			DEPARTMENT 3003 TOTAL:	$734.63	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 3501	**FIRE ADMIN**				
					$21.98
	101-3501-522030-	BP	TRAVEL & TRAINING	$10.99	
	101-3501-522030-	BP	TRAVEL & TRAINING	$10.99	
					$826.00
303662	401-3501-550150-	AIR ONE EQUIPMENT	FIRE EQUIPMENT & SUPPLY	$826.00	
					$391.43
303666	101-3501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$45.51	
303666	101-3501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$77.31	
303666	101-3501-531650-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$176.73	
303666	101-3501-533450-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$91.88	
					$575.00
303743	101-3501-522030-	NORTHEASTERN IL PUBLIC SAFETY	TRAVEL & TRAINING	$575.00	
					$17,380.68
303745	101-3501-520370-	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	$17,380.68	
					$739.14
303750	101-3501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$8.99	
303750	101-3501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$265.62	
303750	101-3501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$464.53	
					$314.85
303801	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	$149.85	
303801	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	$165.00	
					$5,430.77
303813	101-3501-531850-	WS DARLEY & CO	FIRE EQUIPMENT & SUPPLY	$1,280.80	
303813	401-3501-550150-	WS DARLEY & CO	FIRE EQUIPMENT & SUPPLY	$4,149.97	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$104.00
303815	101-3501-522150-	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$26.00	
303815	101-3501-522150-	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$26.00	
303815	101-3501-522150-	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$26.00	
303815	101-3501-522150-	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$26.00	
			DEPARTMENT 3501 TOTAL:	$25,783.85	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 3701	**FOREIGN FIRE INSURANCE ADMIN**				
					$2,000.00
303687	227-3701-522030-	CASTILLO, REGINALD	TUITION REIMBURSEMENT	$500.00	
303687	227-3701-522030-	CASTILLO, REGINALD	TUITION REIMBURSEMENT	$1,500.00	
					$727.77
303729	227-3701-522030-	LINDGREN, BRADLEY	TUITION REIMBURSEMENT	$727.77	
					$122.22
303736	227-3701-522030-	MERKAU, CHRISTIAN	TUITION REIMBURSEMENT	$122.22	
			DEPARTMENT 3701 TOTAL:	$2,849.99	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 4001	**PLANNING PLANNING**				
					$709.93
	101-4001-522020-	APA	MEMBERSHIP FEE	$668.00	
	101-4001-530050-	AMAZON.COM	OFFICE SUPPLIES	$41.93	
					$67,000.00
303700	266-4001-550250-	COMMONWEALTH EDISON COMPANY	RELOCATION OF UTILITY LINES - HICKORY/KENSINGTON	$67,000.00	
					$2,643.10
303703	101-4001-522010-	DAILY HERALD	ADVERTISING	$143.10	
303703	101-4001-540410-	DAILY HERALD	ADVERTISING	$2,500.00	
					$150.00
303707	515-4001-520050-	ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES	$150.00	
					$579.50
303728	101-4001-510010-	LEGRAND REPORTING & VIDEO SERVICES	TRANSCRIBING SERVICES	$370.50	
303728	101-4001-521650-	LEGRAND REPORTING & VIDEO SERVICES	TRANSCRIBING SERVICES	$209.00	
					$143.33
303750	101-4001-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$143.33	
					$2,078.00
303773	266-4001-520050-	PATRICK ENGINEERING, INC	PROFESSIONAL SERVICES	$2,078.00	
					$36,015.55
303782	263-4001-520050-	RJN GROUP INC	PROFESSIONAL SERVICES	$9,003.88	
303782	267-4001-550250-	RJN GROUP INC	PROFESSIONAL SERVICES	$27,011.67	
					$1,185,000.00
303785	264-4001-550250-	RPS ARLINGTON. LLC	TIF REIMBUREMENT	$1,185,000.00	
					$200.00
303787	263-4001-520050-	RYAN LLC	PROFESSIONAL SERVICES	$200.00	

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			DEPARTMENT 4001 TOTAL:	$1,294,519.41	

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Department 4101	**COMMUNITY DEVL BLK GRNTADMIN**				
					$85.00
303689	215-4101-541010-	CHICAGO TITLE COMPANY LLC	PROFESSIONAL SERVICES	$85.00	
			DEPARTMENT 4101 TOTAL:	$85.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 4501	**BUILDING ADMIN**				
					$980.00
303717	101-4501-520350-	GRIVAS KRAUSE ASSOCIATES LTD	PROFESSIONAL SERVICES	$980.00	
					$210.00
303800	101-4501-521650-	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINTENANCE	$35.00	
303800	101-4501-521650-	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINTENANCE	$35.00	
303800	101-4501-521650-	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINTENANCE	$70.00	
303800	101-4501-521650-	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINTENANCE	$70.00	
					$26.00
303815	101-4501-522150-	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$26.00	
			DEPARTMENT 4501 TOTAL:	$1,216.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7001	**HEALTH ADMIN**				
303659	101-7001-521650-	5 STAR INTERPRETING	PROFESSIONAL SERVICES	$168.00	**$168.00**
303686	101-7001-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$18.60	**$18.60**
303701	101-7001-521100-	CORELOGIC SOLUTIONS LLC	PROFESSIONAL SERVICES	$220.00	**$220.00**
303712	101-7001-533100-	FFF ENTERPRISES INC	MEDICAL SUPPLIES	$2,769.75	**$5,995.40**
303712	101-7001-533100-	FFF ENTERPRISES INC	MEDICAL SUPPLIES	$3,225.65	
303714	101-7001-521100-	FLECKS LANDSCAPING	LANDSCAPING SERVICES	$345.00	**$1,955.00**
303714	101-7001-521100-	FLECKS LANDSCAPING	LANDSCAPING SERVICES	$715.00	
303714	101-7001-521100-	FLECKS LANDSCAPING	LANDSCAPING SERVICES	$895.00	
303734	101-7001-533100-	MC KESSON MEDICAL SURGICAL	CLINIC SUPPLIES	$74.30	**$74.30**
			DEPARTMENT 7001 TOTAL:	$8,431.30	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7007	**HEALTH SENIOR SERVICES**				
303686	101-7007-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$46.12	**$46.12**
303814	101-7007-521650-	XAVUS SOLUTIONS	OFFICE EQUIPMENT	$2,950.00	**$2,950.00**
			DEPARTMENT 7007 TOTAL:	$2,996.12	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7101	**PUBLIC WORKS ADMIN**				
					$370.50
303661	101-7101-531550-	ACTIVE ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	$88.00	
303661	101-7101-531750-	ACTIVE ELECTRICAL SUPPLY CO	STREET SUPPLY	$282.50	
					$413.35
303663	101-7101-531650-	ALEXANDER EQUIPMENT CO INC	FORESTRY SUPPLIES	$413.35	
					$68.36
303667	101-7101-522700-	AMERICAN MESSAGING	ACCT U1109311	$68.36	
					$23,863.15
303670	101-7101-521550-	APEX LANDSCAPING INC	LANDSCAPING SERVICES	$5,848.00	
303670	101-7101-521550-	APEX LANDSCAPING INC	LANDSCAPING SERVICES	$18,015.15	
					$285.00
303671	101-7101-521020-	AQUALAB WATER TREATMENT INC	SERVICE BUILDING MAINTENANCE	$285.00	
					$3,063.38
303674	101-7101-531900-	ARROW ROAD CONSTRUCTION CO	STREET SUPPLY	$122.35	
303674	101-7101-531900-	ARROW ROAD CONSTRUCTION CO	STREET SUPPLY	$975.86	
303674	101-7101-531900-	ARROW ROAD CONSTRUCTION CO	STREET SUPPLY	$1,965.17	
					$17,797.63
303683	101-7101-531900-	BUILDERS ASPHALT LLC	STREET SUPPLY	$5,213.54	
303683	101-7101-531900-	BUILDERS ASPHALT LLC	STREET SUPPLY	$12,584.09	
					$29,245.92
303685	101-7101-521360-	C C CARTAGE INC	DISPOSAL SERVICES	$374.33	
303685	101-7101-521360-	C C CARTAGE INC	DISPOSAL SERVICES	$984.70	
303685	101-7101-521360-	C C CARTAGE INC	DISPOSAL SERVICES	$3,723.51	
303685	101-7101-521360-	C C CARTAGE INC	DISPOSAL SERVICES	$4,294.96	
303685	101-7101-521360-	C C CARTAGE INC	DISPOSAL SERVICES	$11,441.08	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
303685	101-7101-521620-	C C CARTAGE INC	DISPOSAL SERVICES	$53.90	
303685	101-7101-521620-	C C CARTAGE INC	DISPOSAL SERVICES	$141.80	
303685	101-7101-521620-	C C CARTAGE INC	DISPOSAL SERVICES	$536.18	
303685	101-7101-521620-	C C CARTAGE INC	DISPOSAL SERVICES	$618.47	
303685	101-7101-521620-	C C CARTAGE INC	DISPOSAL SERVICES	$1,647.51	
303685	101-7101-531900-	C C CARTAGE INC	DISPOSAL SERVICES	$97.63	
303685	101-7101-531900-	C C CARTAGE INC	DISPOSAL SERVICES	$256.81	
303685	101-7101-531900-	C C CARTAGE INC	DISPOSAL SERVICES	$971.09	
303685	101-7101-531900-	C C CARTAGE INC	DISPOSAL SERVICES	$1,120.12	
303685	101-7101-531900-	C C CARTAGE INC	DISPOSAL SERVICES	$2,983.83	
303691	101-7101-522020-	CHRISTIANSEN BRAD	EMPLOYEE REIMBURSEMENT	$50.00	**$50.00**
303692	401-7101-550300-	CHRISTOPHER B BURKE LTD	PROFESSIONAL SERVICES	$6,164.05	**$6,164.05**
303693	426-7101-550250-	CIORBA GROUP, INC	PROFESSIONAL SERVICES	$10,524.75	**$10,524.75**
303695	101-7101-522700-	COMCAST CABLE	ACCT 8871100720901436	$63.22	**$63.22**
303696	101-7101-522700-	COMCAST CABLE	ACCT 8771100721360921	$114.90	**$114.90**
303697	101-7101-522700-	COMCAST CABLE	ACCT 8771100720049004	$42.12	**$42.12**
303702	101-7101-521020-	DAHME MECHANICAL INDUSTRIES	EQUIPMENT MAINTENANCE	$6,988.80	**$6,988.80**
303704	101-7101-530010-	DAILY HERALD	SUBSCRIPTION	$155.40	**$155.40**

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
303706	101-7101-521110-	DURABILT FENCE	SERVICE BLDG MAINTENANCE	$1,795.00	**$1,795.00**
303709	426-7101-550250-	ENGINEERING RESOURCE ASSOCIATES	PROFESSIONAL SERVICES	$10,437.88	**$10,437.88**
303711	101-7101-531450-	FERGUSON FACILITIES SUPPLY HP# 3400	JANITORIAL SUPPLY	$283.30	**$283.30**
303714	101-7101-521550-	FLECKS LANDSCAPING	LANDSCAPING SERVICES	$5,910.00	**$5,910.00**
303716	101-7101-531750-	GRAYBAR ELECTRIC COMPANY	STREET SUPPLY	$1,982.20	**$1,982.20**
303718	401-7101-550300-	H&H ELECTRIC CO.	CONSTRUCTION SERVICES	$8,029.28	**$8,029.28**
303719	101-7101-520050-	HAMPTON LENZINI & RENWICK INC	PROFESSIONAL SERVICES	$1,616.25	**$1,616.25**
303720	101-7101-521020-	HAYES MECHANICAL	SERVICE BUILDING MAINTENANCE	$507.18	**$2,945.08**
303720	101-7101-521020-	HAYES MECHANICAL	SERVICE BUILDING MAINTENANCE	$825.71	
303720	101-7101-521020-	HAYES MECHANICAL	SERVICE BUILDING MAINTENANCE	$1,612.19	
303724	101-7101-522150-	IMPACT NETWORKING LLC	OFFICE MACHINES & ACCESS	$1,590.07	**$1,590.07**
303725	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	$60.00	**$732.00**
303725	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	$60.00	
303725	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	$65.00	
303725	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	$88.00	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
303725	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	$88.00	
303725	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	$104.00	
303725	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	$120.00	
303725	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	$147.00	
					$368.04
303727	101-7101-522030-	KARR, ASHLEY	TRAVEL & TRAINING	$368.04	
					$739.77
303737	101-7101-521020-	METRO DOOR AND DOCK	SERVICE BUILDING MAINTENANCE	$739.77	
					$1,906.00
303739	101-7101-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$735.00	
303739	101-7101-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$735.00	
303739	101-7101-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$436.00	
					$160.20
303740	101-7101-531400-	MIDWEST GROUNDCOVERS	LANDSCAPING SUPPLY	$160.20	
					$159.99
303744	101-7101-531650-	NORTHERN TOOL & EQUIPMENT	EQUIPMENT	$159.99	
					$1,049.56
303747	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	$40.55	
303747	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	$41.90	
303747	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	$185.37	
303747	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	$190.35	
303747	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	$402.73	
303747	401-7101-550200-	NORTHWEST ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	$188.66	
					$24,854.47

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
303751	101-7101-530390-	OFFEN PETROLEUM LLC	FUEL	$24,854.47	
					$125.00
303763	401-7101-550300-	LORI CICHY	RESIDENT REIMBURSEMENT	$125.00	
					$1,586.14
303769	101-7101-522020-	PAGONES MICHAEL	TRAVEL & TRAINING	$1,586.14	
					$78.97
303770	101-7101-522030-	PAPIERNIAK, CRIS	TRAVEL & TRAINING	$78.97	
					$541.50
303778	101-7101-522700-	PRECISE MRM LLC	EQUIPMENT MAINTENANCE	$541.50	
					$287.70
303779	101-7101-530350-	PRO SAFETY INC	CLOTHING & APPAREL	$287.70	
					$4,590.00
303783	101-7101-521020-	ROBERTS ENVIRONMENTAL CONTROL CORP	SERVICE BUILDING MAINTENANCE	$735.00	
303783	101-7101-521020-	ROBERTS ENVIRONMENTAL CONTROL CORP	SERVICE BUILDING MAINTENANCE	$3,855.00	
					$229.08
303784	101-7101-531900-	ROUTE 12 RENTAL CO INC	STREET SUPPLY	$229.08	
					$87,809.84
303788	101-7101-521150-	SCHROEDER ASPHALT	CONSTRUCTION SERVICES	$87,809.84	
					$276.31
303789	101-7101-522030-	SCHWAB, BRIGET	TRAVEL & TRAINING	$276.31	
					$72.73
303791	101-7101-522700-	SOUND INCORPORATED	PHONE SERVICES	$72.73	
					$36.09
303793	101-7101-531650-	STANDARD PIPE & SUPPLY INC	STREET SUPPLY	$36.09	
					$126.44

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303807	101-7101-522700-	VERIZON WIRELESS	ACCT 642024486400001	$126.44	
					$95.11
303811	101-7101-530390-	WEX BANK	FUEL	$95.11	
					$375.00
303812	101-7101-522700-	WILSON CONSULTING	PROFESSIONAL SERVICES	$375.00	
					($141.80)
303818	101-7101-531450-	ZORO TOOLS INC	JANITORIAL SUPPLY	($182.25)	
303818	101-7101-531650-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$40.45	
					$2,675.78
802300	101-7101-522700-	AT & T	ACCT 84739443682112	$50.92	
802300	101-7101-522700-	AT & T	ACCT 84739420624707	$50.93	
802300	101-7101-522700-	AT & T	ACCT 84734215365273	$50.96	
802300	101-7101-522700-	AT & T	ACCT 84779713213488	$51.43	
802300	101-7101-522700-	AT & T	ACCT 84759391411742	$56.64	
802300	101-7101-522700-	AT & T	ACCT 84779713213488	$74.76	
802300	101-7101-522700-	AT & T	ACCT 84725961248940	$150.74	
802300	101-7101-522700-	AT & T	ACCT 84739271083278	$150.90	
802300	101-7101-522700-	AT & T	ACCT 84739893361501	$152.39	
802300	101-7101-522700-	AT & T	ACCT 84739208661733	$152.97	
802300	101-7101-522700-	AT & T	ACCT 84739893901330	$159.43	
802300	101-7101-522700-	AT & T	ACCT 84757754536603	$179.05	
802300	101-7101-522700-	AT & T	ACCT 84743978686650	$301.67	
802300	101-7101-522700-	AT & T	ACCT 84725334382001	$304.76	
802300	101-7101-522700-	AT & T	ACCT 84757757951551	$788.23	
					$26,539.47
802301	101-7101-521500-	COMMONWEALTH EDISON	ACCT 0002031003	$31.55	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
		COMPANY			
802301	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 8572043011	$35.48	
802301	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 5492508009	$81.82	
802301	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4643388009	$121.22	
802301	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 2985063029	$329.45	
802301	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4103039009	$345.13	
802301	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 2278061084	$429.90	
802301	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 2278061084	$478.34	
802301	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4321662000	$1,874.99	
802301	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 7363016029	$7,050.30	
802301	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 7363016029	$15,761.29	
					$11,612.19
802302	101-7101-521500-	CONSTELLATION NEW ENERGY INC	ACCT 8063218	$763.50	
802302	101-7101-521500-	CONSTELLATION NEW ENERGY INC	ACCT 8063214	$10,848.69	
					$15,721.47
802303	101-7101-521500-	NICOR	ACCT 06802945268	$49.99	
802303	101-7101-521500-	NICOR	ACCT 19426400008	$178.80	
802303	101-7101-521500-	NICOR	ACCT 40178600009	$246.71	
802303	101-7101-521500-	NICOR	ACCT 72489260108	$363.72	
802303	101-7101-521500-	NICOR	ACCT 38178600003	$569.02	
802303	101-7101-521500-	NICOR	ACCT 28178600004	$590.49	
802303	101-7101-521500-	NICOR	ACCT 58401600000	$843.76	
802303	101-7101-521500-	NICOR	ACCT 15839647334	$865.18	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
802303	101-7101-521500-	NICOR	ACCT 94830700004	$879.88	
802303	101-7101-521500-	NICOR	ACCT 38096400007	$1,332.90	
802303	101-7101-521500-	NICOR	ACCT 97034457784	$1,924.51	
802303	101-7101-521500-	NICOR	ACCT 53278600001	$2,578.15	
802303	101-7101-521500-	NICOR	ACCT 25422686599	$5,298.36	
					$1,136.83
802320	101-7101-522700-	AT & T	ACCT 84779713213488	$52.60	
802320	101-7101-522700-	AT & T	ACCT 84734215365273	$52.60	
802320	101-7101-522700-	AT & T	ACCT 84739420624707	$52.60	
802320	101-7101-522700-	AT & T	ACCT 84739443682112	$52.60	
802320	101-7101-522700-	AT & T	ACCT 84725961248940	$52.60	
802320	101-7101-522700-	AT & T	ACCT 84739271083278	$53.32	
802320	101-7101-522700-	AT & T	ACCT 84739893361501	$54.10	
802320	101-7101-522700-	AT & T	ACCT 84739208661733	$54.92	
802320	101-7101-522700-	AT & T	ACCT 84759391411742	$58.43	
802320	101-7101-522700-	AT & T	ACCT 84739893901330	$58.47	
802320	101-7101-522700-	AT & T	ACCT 84757754536603	$82.36	
802320	101-7101-522700-	AT & T	ACCT 84743978686650	$105.18	
802320	101-7101-522700-	AT & T	ACCT 84725334382001	$108.18	
802320	101-7101-522700-	AT & T	ACCT 84757757951551	$298.87	
					$2,375.98
802321	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 3183115007	$5.15	
802321	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0002031003	$31.55	
802321	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 5492508009	$80.17	
802321	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 2278061084	$165.32	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
802321	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 8572043011	$178.37	
802321	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4103039009	$191.56	
802321	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 2985063029	$283.68	
802321	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4321662000	$719.78	
802321	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4643388009	$720.40	
					$10,960.45
802322	101-7101-521500-	CONSTELLATION NEW ENERGY INC	ACCT 8063218	$1,109.27	
802322	101-7101-521500-	CONSTELLATION NEW ENERGY INC	ACCT 8063214	$9,851.18	
					$8,898.97
802323	101-7101-521500-	NICOR	ACCT 06802945268	$49.77	
802323	101-7101-521500-	NICOR	ACCT 15839647334	$49.77	
802323	101-7101-521500-	NICOR	ACCT 40178600009	$52.24	
802323	101-7101-521500-	NICOR	ACCT 38178600003	$54.70	
802323	101-7101-521500-	NICOR	ACCT 28178600004	$167.21	
802323	101-7101-521500-	NICOR	ACCT 53278600001	$169.73	
802323	101-7101-521500-	NICOR	ACCT 38096400007	$170.82	
802323	101-7101-521500-	NICOR	ACCT 19426400008	$171.00	
802323	101-7101-521500-	NICOR	ACCT 43278600002	$194.38	
802323	101-7101-521500-	NICOR	ACCT 58401600000	$211.68	
802323	101-7101-521500-	NICOR	ACCT 94830700004	$215.35	
802323	101-7101-521500-	NICOR	ACCT 72489260108	$322.25	
802323	101-7101-521500-	NICOR	ACCT 9540740001	$425.80	
802323	101-7101-521500-	NICOR	ACCT 97034457784	$521.53	
802323	101-7101-521500-	NICOR	ACCT 96945600003	$1,790.29	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
802323	101-7101-521500-	NICOR	ACCT 55616726109	$1,828.97	
802323	101-7101-521500-	NICOR	ACCT 25422686599	$2,503.48	
					$995.00
902133	101-7101-521020-	BEST TECHNOLOGY SYSTEMS INC	SERVICE BUILDING MAINTENANCE	$995.00	
			DEPARTMENT 7101 TOTAL:	$340,773.87	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7201	**WATER AND SEWER ADMIN**				
					$16,108.83
303665	505-7201-521350-	ALPINE SAP, INC.	METER SERVICES	$5,150.00	
303665	505-7201-521350-	ALPINE SAP, INC.	METER SERVICES	$10,958.83	
					$83.00
303668	505-7201-522020-	AMERICAN WATER WORKS ASSOC	MEMBERSHIP DUES	$83.00	
					$2,915.30
303673	505-7201-550150-	ARLINGTON POWER EQUIPMENT	EQUIPMENT	$2,915.30	
					$141.82
303674	505-7201-531900-	ARROW ROAD CONSTRUCTION CO	STREET SUPPLY	$5.66	
303674	505-7201-531900-	ARROW ROAD CONSTRUCTION CO	STREET SUPPLY	$45.18	
303674	505-7201-531900-	ARROW ROAD CONSTRUCTION CO	STREET SUPPLY	$90.98	
					$68.90
303678	505-7201-531650-	BATTERIES PLUS BULBS #842	MISCELLANEOUS SUPPLY	$68.90	
					$80.05
303679	505-7201-531550-	BENJAMIN MOORE MT PROSPECT PAINT	PUMP SUPPLY	$80.05	
					$823.97
303683	505-7201-531900-	BUILDERS ASPHALT LLC	STREET SUPPLY	$241.37	
303683	505-7201-531900-	BUILDERS ASPHALT LLC	STREET SUPPLY	$582.60	
					$42,636.45
303685	505-7201-521360-	C C CARTAGE INC	DISPOSAL SERVICES	$428.24	
303685	505-7201-521360-	C C CARTAGE INC	DISPOSAL SERVICES	$1,126.51	
303685	505-7201-521360-	C C CARTAGE INC	DISPOSAL SERVICES	$4,259.68	
303685	505-7201-521360-	C C CARTAGE INC	DISPOSAL SERVICES	$4,913.43	
303685	505-7201-521360-	C C CARTAGE INC	DISPOSAL SERVICES	$13,088.59	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
303685	505-7201-521620-	C C CARTAGE INC	DISPOSAL SERVICES	$113.80	
303685	505-7201-521620-	C C CARTAGE INC	DISPOSAL SERVICES	$299.35	
303685	505-7201-521620-	C C CARTAGE INC	DISPOSAL SERVICES	$1,131.94	
303685	505-7201-521620-	C C CARTAGE INC	DISPOSAL SERVICES	$1,305.67	
303685	505-7201-521620-	C C CARTAGE INC	DISPOSAL SERVICES	$3,478.09	
303685	505-7201-531900-	C C CARTAGE INC	DISPOSAL SERVICES	$224.60	
303685	505-7201-531900-	C C CARTAGE INC	DISPOSAL SERVICES	$590.83	
303685	505-7201-531900-	C C CARTAGE INC	DISPOSAL SERVICES	$2,234.10	
303685	505-7201-531900-	C C CARTAGE INC	DISPOSAL SERVICES	$2,576.97	
303685	505-7201-531900-	C C CARTAGE INC	DISPOSAL SERVICES	$6,864.65	
303699	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0248116083	$123.72	**$123.72**
303721	505-7201-521350-	HBK WATER METER SERVICE INC	METER SERVICES	$15,247.56	**$15,247.56**
303722	505-7201-531650-	IDVILLE INC	MISCELLANEOUS SUPPLY	$323.21	**$323.21**
303726	505-7201-531400-	JCK CONTRACTORS	LANDSCAPING SUPPLY	$840.00	**$840.00**
303738	505-7201-522030-	MICHAEL RAMSEY	TRAVEL & TRAINING	$425.00	**$425.00**
303741	505-7201-522030-	MULLANY STEVE	TRAVEL & TRAINING	$1,219.26	**$1,219.26**
303778	505-7201-522700-	PRECISE MRM LLC	EQUIPMENT MAINTENANCE	$541.50	**$541.50**
					$287.70

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
303779	505-7201-530350-	PRO SAFETY INC	CLOTHING & APPAREL	$287.70	
					$82,839.47
303788	505-7201-521300-	SCHROEDER ASPHALT	CONSTRUCTION SERVICES	$82,839.47	
					$315.14
303795	505-7201-531550-	STEINER ELECTRIC	ELECTRICAL SUPPLY	$315.14	
					$8,015.00
303809	505-7201-520050-	WATERLY LLC	OFFICE EQUIPMENT	$8,015.00	
					$61.35
303816	505-7201-522030-	ZAHAROPOULOS, DIMOS	TRAVEL & TRAINING	$61.35	
					$2,705.50
303817	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SUPPLY	$89.50	
303817	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SUPPLY	$275.00	
303817	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SUPPLY	$956.00	
303817	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SUPPLY	$1,145.00	
303817	505-7201-550150-	ZIEBELL WATER SERVICE PRODUCTS	WATER SUPPLY	$240.00	
					$2,461.18
802300	505-7201-522700-	AT & T	ACCT 84759080850047	$104.07	
802300	505-7201-522700-	AT & T	ACCT 84759080850047	$105.84	
802300	505-7201-522700-	AT & T	ACCT 84743746858567	$150.69	
802300	505-7201-522700-	AT & T	ACCT 84743746842777	$150.69	
802300	505-7201-522700-	AT & T	ACCT 84725301748135	$153.06	
802300	505-7201-522700-	AT & T	ACCT 84759021056118	$896.86	
802300	505-7201-522700-	AT & T	ACCT 84759021056118	$899.97	
					$4,282.01

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
802301	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0368380009	$33.61	
802301	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0645171017	$82.25	
802301	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0684023014	$91.61	
802301	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0831076049	$121.58	
802301	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1104021044	$161.35	
802301	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1092085063	$180.72	
802301	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0117046072	$254.76	
802301	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 3973144001	$314.92	
802301	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1284169036	$382.27	
802301	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0087155164	$500.80	
802301	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0111076085	$562.16	
802301	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1257044037	$1,595.98	
					$27,610.18
802302	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050218	$321.77	
802302	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 8063213	$488.24	
802302	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050216	$1,071.69	
802302	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050214	$1,139.47	
802302	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050217	$3,060.76	
802302	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1060230	$4,268.23	
802302	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050220	$7,269.61	
802302	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050221	$9,990.41	
					$2,080.06

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
802303	505-7201-521500-	NICOR	ACCT 42567835683	$53.35	
802303	505-7201-521500-	NICOR	ACCT 05850400002	$92.00	
802303	505-7201-521500-	NICOR	ACCT 05850400002	$107.45	
802303	505-7201-521500-	NICOR	ACCT 90920700003	$161.23	
802303	505-7201-521500-	NICOR	ACCT 16797600000	$166.84	
802303	505-7201-521500-	NICOR	ACCT 16797600000	$172.36	
802303	505-7201-521500-	NICOR	ACCT 58544400003	$194.07	
802303	505-7201-521500-	NICOR	ACCT 04055600003	$196.13	
802303	505-7201-521500-	NICOR	ACCT 19278600002	$284.56	
802303	505-7201-521500-	NICOR	ACCT 76830700001	$316.37	
802303	505-7201-521500-	NICOR	ACCT 76830700001	$335.70	
					$160.10
802320	505-7201-522700-	AT & T	ACCT 84743746858567	$52.60	
802320	505-7201-522700-	AT & T	ACCT 84743746842777	$52.60	
802320	505-7201-522700-	AT & T	ACCT 84725301748135	$54.90	
					$2,200.15
802321	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0368380009	$31.93	
802321	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0117046072	$52.34	
802321	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0087155164	$61.12	
802321	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0645171017	$71.98	
802321	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0684023014	$72.20	
802321	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0831076049	$90.06	
802321	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1092085063	$105.72	
802321	505-7201-521500-	COMMONWEALTH EDISON	ACCT 1104021044	$108.04	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
		COMPANY			
802321	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1284169036	$118.99	
802321	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 3973144001	$201.88	
802321	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0111076085	$361.65	
802321	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1257044037	$924.24	
					$26,832.91
802322	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 8063213	$211.78	
802322	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050217	$913.61	
802322	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050214	$1,265.14	
802322	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050216	$1,849.98	
802322	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050218	$2,449.43	
802322	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1060230	$3,140.46	
802322	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050220	$7,356.97	
802322	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050221	$9,645.54	
					$802.94
802323	505-7201-521500-	NICOR	ACCT 42567835683	$51.83	
802323	505-7201-521500-	NICOR	ACCT 58544400003	$91.92	
802323	505-7201-521500-	NICOR	ACCT 90920700003	$165.43	
802323	505-7201-521500-	NICOR	ACCT 04055600003	$201.17	
802323	505-7201-521500-	NICOR	ACCT 19278600002	$292.59	
					$1,295,772.60
902130	505-7201-521530-	NORTHWEST WATER COMMISSION	Q2 2023 PAYMENT	$1,295,772.60	
			DEPARTMENT 7201 TOTAL:	$1,538,004.86	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7301	**PARKING ADMIN**				
					$410.16
303707	235-7301-521110-	ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES	$410.16	
					$865.09
802301	235-7301-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4643715006	$19.71	
802301	235-7301-521500-	COMMONWEALTH EDISON COMPANY	ACCT 5231622008	$91.14	
802301	235-7301-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4286290000	$754.24	
					$625.80
802321	235-7301-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4643715006	$19.83	
802321	235-7301-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4286290000	$605.97	
					$70.25
902321	235-7301-521500-	COMMONWEALTH EDISON COMPANY	ACCT 5231622008	$70.25	
			DEPARTMENT 7301 TOTAL:	$1,971.30	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7302	**PARKING VAIL ST. GARAGE OPER**				
					$1,298.84
303707	235-7302-521110-	ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES	$1,298.84	
					$3,868.50
303739	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$420.00	
303739	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$420.00	
303739	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$218.00	
303739	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$218.00	
303739	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$218.00	
303739	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$436.00	
303739	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$654.00	
303739	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$1,284.50	
					$337.38
802300	235-7302-521500-	AT & T	ACCT 84725309782425	$337.38	
					$4,392.19
802302	235-7302-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050215	$2,186.08	
802302	235-7302-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050215	$2,206.11	
					$239.09
802320	235-7302-521500-	AT & T	ACCT 84725309782425	$239.09	
					$1,995.05
802322	235-7302-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050215	$1,995.05	
			DEPARTMENT 7302 TOTAL:	$12,131.05	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7303	**PARKING NORTH GARAGE OPER**				
303707	235-7303-521110-	ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES	$1,298.84	**$1,298.84**
303739	235-7303-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$210.00	**$420.00**
303739	235-7303-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$210.00	
802300	235-7303-521500-	AT & T	ACCT 84763200281737	$608.20	**$608.20**
802302	235-7303-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1060231	$1,950.38	**$1,950.38**
802303	235-7303-521500-	NICOR	ACCT 12690400002	$51.48	**$51.48**
802320	235-7303-521500-	AT & T	ACCT 84763200281737	$215.20	**$215.20**
802322	235-7303-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1060231	$1,295.47	**$1,295.47**
802323	235-7303-521500-	NICOR	ACCT 12690400002	$51.63	**$51.63**
			DEPARTMENT 7303 TOTAL:	$5,891.20	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

Department 7304 **PARKING EVERGREEN ST GAR OPER**

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$410.16
303707	235-7304-521110-	ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES	$410.16	
					$420.00
303739	235-7304-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$210.00	
303739	235-7304-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	$210.00	
					$3,211.13
802302	235-7304-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050222	$1,507.12	
802302	235-7304-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050222	$1,704.01	
					$182.20
802303	235-7304-521500-	NICOR	ACCT 92296400002	$182.20	
					$820.17
802322	235-7304-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050222	$820.17	
					$172.41
802323	235-7304-521500-	NICOR	ACCT 92296400002	$172.41	
			DEPARTMENT 7304 TOTAL:	$5,216.07	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7401	**SOLID WASTE DISPSL SWANCCADMIN**				
					$145,630.00
902144	511-7401-521540-	SOLID WASTE AGENCY	NOVEMBER 2023 TIPPING FEES	$145,630.00	
			DEPARTMENT 7401 TOTAL:	$145,630.00	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7501	**MUNICIPAL FLEET SVCS ADMIN**				
					$1,100.00
303677	621-7501-521070-	ATLAS COMPANIES	EQUIPMENT MAINTENANCE	$1,100.00	
					$641.16
303684	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	$38.07	
303684	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	$100.50	
303684	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	$124.50	
303684	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	$148.71	
303684	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	$229.38	
					$72.20
303688	621-7501-531510-	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	$72.20	
					$985.24
303723	621-7501-521020-	IIA LIFTING SERVICES, INC.	EQUIPMENT MAINTENANCE	$492.62	
303723	621-7501-521020-	IIA LIFTING SERVICES, INC.	EQUIPMENT MAINTENANCE	$492.62	
					$758.88
303732	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	$72.88	
303732	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	$95.50	
303732	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	$109.93	
303732	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	$234.88	
303732	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	$245.69	
					$19.86
303735	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$19.86	
					$1,290.45
303742	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$12.40	
303742	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$53.03	
303742	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$57.58	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
303742	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$61.71	
303742	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$109.34	
303742	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$196.35	
303742	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$375.48	
303742	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$424.56	
					$998.86
303748	621-7501-531510-	NORTHWEST FREIGHTLINER	VEH MAINTENANCE SUPPLY	$6.02	
303748	621-7501-531510-	NORTHWEST FREIGHTLINER	VEH MAINTENANCE SUPPLY	$463.32	
303748	621-7501-531510-	NORTHWEST FREIGHTLINER	VEH MAINTENANCE SUPPLY	$529.52	
					$371.94
303772	621-7501-531510-	PATLIN INC	VEH MAINTENANCE SUPPLY	$137.66	
303772	621-7501-531510-	PATLIN INC	VEH MAINTENANCE SUPPLY	$234.28	
					$308.67
303786	621-7501-531510-	RUBBER INC	VEH MAINTENANCE SUPPLY	$308.67	
					$118.24
303792	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$118.24	
					$76.40
303799	621-7501-531510-	TERRACE SUPPLY CO	VEH MAINTENANCE SUPPLY	$76.40	
					$584.46
303805	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	$87.07	
303805	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	$497.39	
					$164.36
303806	621-7501-531510-	US AUTOFORCE	VEH MAINTENANCE SUPPLY	$164.36	
					$440.00
303810	621-7501-521070-	WE WASH EXPRESS	EQUIPMENT MAINTENANCE	$220.00	
303810	621-7501-521070-	WE WASH EXPRESS	EQUIPMENT MAINTENANCE	$220.00	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$392.85
303818	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$53.43	
303818	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$89.24	
303818	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$250.18	
			DEPARTMENT 7501 TOTAL:	$8,323.57	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 9001	**CAPITAL ADMIN**				
303706	505-9001-550250-	DURABILT FENCE	SERVICE BUILDING MAINTENANCE	$40,550.00	**$40,550.00**
303708	506-9001-550250-	ENGINEERING ENTERPRISES INC	PROFESSIONAL SERVICES	$13,801.25	**$13,801.25**
303733	505-9001-550250-	MAURO SEWER CONSTRUCTION	CONSTRUCTION SERVICES	$681,332.99	**$681,332.99**
			DEPARTMENT 9001 TOTAL:	$735,684.24	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 9556	**DEBT SVC STORM WATER CONT 2018**				
					$300.00
303804	301-9556-560200-	UMB BANK NA	AGENT FEES	$300.00	
			DEPARTMENT 9556 TOTAL:	$300.00	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/30/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 9558	**DEBT SVC 2020 GO BONDS**				
					$318.00
303804	301-9558-560200-	UMB BANK NA	AGENT FEES	$318.00	
			DEPARTMENT 9558 TOTAL:	$318.00	
			WARRANT TOTAL:	**$4,832,791.81**	

Village Board
10/2/2023

Item: Report of the Committee of the Whole Meeting of October 2, 2023

Department: Village Manager's Office

Report of the Committee of the Whole Meeting of October 2, 2023

Interview of Michael O'Conner for appointment to the Zoning Board of Appeals, term ending April 30, 2026

Village Board
10/2/2023

Item: Report of the Committee of the Whole Meeting of October 2, 2023

Department: Village Manager's Office

Report of the Committee of the Whole Meeting of October 2, 2023

Interview of Steve Raminiak for appointment to the Senior Citizens Commission term ending April 30, 2026

Village Board
10/2/2023

Item: Report of the Committee of the Whole Meeting of October 2, 2023

Department: Village Manager's Office

Report of the Committee of the Whole Meeting of October 2, 2023

Interview of Pamela McVoy for appointment to the Commission for Citizens with Disabilities term expiring April 30, 2026

Village Board
10/2/2023

Item: Paragon Mechanical - 2400 S. Arlington Heights Rd. - PC#22-010

Department: Planning & Community Development

Background

In December of 2022, the petitioner (Paragon Mechanical) appeared before the Village Board with a request to amend Ordinance 20-022, which granted a temporary 2-year Land Use Variation to allow a contractor shop on the subject property. Specifically, the petitioners request was to modify condition #3 and eliminate condition #8 of Ordinance 20-022.

After discussion of this request, the Village Board continued the application and asked the petitioner and staff to collaborate on an improved landscape plan for the property, including a firm date for when the plan will be implemented. The attached Board memo summarizes these discussions and revised recommendation.

Below is the original Plan Commission report:

Requested Action

1. Amendment to LUV Ordinance #20-022, to modify condition #3 and to eliminate condition #8.

Variations Required

1. Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(a), to waive the requirement for a 3' tall parking lot perimeter landscape screen along Arlington Heights Road.

2. Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(b), to allow certain parking rows to terminate without the code required curbed landscape island including a 4" caliper shade tree.

Recommendation

A public hearing was held by the Plan Commission on November 9, 2022 where Commissioner Green moved and Commissioner Sigalos seconded:

A motion to recommend to the Village Board of Trustees denial of PC #22-019, an amendment to Land Use Variation Ordinance #20-022 to modify condition number three and eliminate condition number eight, as well as the following variations:

1. Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(a), to waive the requirement for a three-foot tall parking lot perimeter landscape screen along Arlington Heights Road.

2. Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(b), to allow certain parking rows to terminate without the code-required curbed landscape island including a four-inch caliper shade tree.

Roll Call Vote: Commissioners Green, Sigalos, Drost, and Chair Warskow vote in favor. Commissioners Jensen and Lorenzini vote against. Motion to deny carried.

ATTACHMENTS:

Description	**Type**
Village Board Memo - 9/18/23	Memorandum
Ord. 20-022 Land Use Variation	Ordinance
Village Board Minutes 12/5/22	Minutes
Village Board Memo - 12/5/22	Memorandum
PC Minutes 11/9/22	Minutes
PC Staff Report	Board or Commission Report
Aerial	Exhibits
Project Description	Correspondence
Plat of Survey	Exhibits
VB Minutes from 2020 LUV Approval	Minutes
PC Minutes from 2020 LUV Approval	Minutes
Phased Landscape Plan per 2020 LUV Approval	Exhibits
Future Redevelopment Renderings from 2020 LUV Approval	Exhibits
Paragon Landscape Proposal	Exhibits
Cost Estimate - Removal of Safety Town & Install of 4 Shade Trees	Exhibits
Cost Estimate - Repair of Parking Lot	Exhibits
Department Comments - Round 1	Correspondence
Department Comments - Round 1 - Petitioner Response	Correspondence
Department Comments - Round 2	Correspondence
Department Comments - Round 2 - Petitioner Response	Correspondence

Department Comments - Round 3	Correspondence
Department Comments - Round 3 - Petitioner Response	Correspondence
PC Timeline Tracker	Exhibits

Memorandum

To: Charles Witherington-Perkins, Director of Planning & Community Development

CC: Randy Recklaus, Village Manager

From: Sam Hubbard, Development Planner

Date: 9/12/2023

Re: Village Board Meeting – Paragon Mechanical LUV Amendment (PC 22-010), 2400 S. Arlington Heights Road

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Background:
In December of 2022, the petitioner (Paragon Mechanical) appeared before the Village Board with a request to amend Ordinance 20-022, which granted a temporary 2-year Land Use Variation to allow a contractor shop on the subject property. Specifically, the petitioners request was to modify condition #3 and eliminate condition #8 of Ordinance 20-022, which conditions are outlined below:

3. The Petitioner shall be required to implement the phased landscape plan prepared by the Village of Arlington Heights and dated May 8, 2020. Phase One landscape improvements shall be completed no later than September 30, 2020, and Phase Two landscape improvements shall be completed no later than September 30, 2022.

8. Within two years of ordinance approval, the petitioner shall submit a complete Plan Commission application and redevelopment plan for the property. If no application is submitted and subsequently approved, the Land Use Variation shall become null and void.

After discussion of this request, the Village Board continued the application and asked the petitioner and staff to collaborate on an improved landscape plan for the property, including a firm date for when the plan will be implemented. Upon conclusion of the meeting, both staff and the petitioner have had extensive communications and reviewed multiple landscape concepts, resulting in two alternative landscape plans for consideration by the Village Board (one recommended by staff and the other recommended by Paragon). While staff and the petitioner did not ultimately agree on an acceptable landscape plan, the Village believes that its' recommended alternative represents a substantial improvement to the property that is more in line with the South Arlington Heights Corridor Plan and this sites' location as the southern gateway to the Village. Landscape improvements to the site would make some minimal but enhanced improvements at this entranceway until the property is redeveloped at a future date, at which time full compliance with all zoning regulations would be required.

Village Recommended Alternative:
The staff recommended alternative is attached to this memo as "Village Recommended Alternative". This plan was prepared by Paragon based on discussions with staff. It should be noted that Village staff is recommending the following modifications to the plan, which are noted below and also highlighted in color within the plan:

- The southern corner of the site shall be improved with a cubed landscape island including a mix of ornamental grasses, deciduous and evergreen shrubs, and one tree.
- The proposed parallel handicap parking stall is not compliant with IAC accessibility regulations. This parking stall shall be relocated to a code-compliant location.

Should the Village Board wish to eliminate condition #8, whereby granting the contractor shop Land Use Variation with no expiration, staff recommends modifying condition #3 above to require that the attached landscape plan be constructed and completed no later than May 31st of 2024. In order to guarantee this plan be implemented, staff recommends that the petitioner provide a performance guarantee for the full amount of the work, which shall be provided prior to Village Board ordinance approval. It should be noted that any future modifications to the site (and/or entire site redevelopment) would be required to comply with all applicable codes and requirements. During discussions with the petitioner, Paragon presented a plan with additional landscaping along the south and eastern property line, which staff felt was acceptable. However, after further review, Paragon withdrew that concept. Staff believes the Village Recommended Alternative is a reasonable compromise between the two plans.

Paragon Recommended Alternative:

Paragon has proposed an alternative landscape plan for consideration by the Village Board, which is attached to this memo as "Paragon Proposed Alternative A". This plan is identical to the staff recommended alternative, with exception to the colorized modifications as shown on staff's plan. Paragon is only willing to implement their plan should condition #8 be eliminated and the Land Use Variation be granted with no expiration date, and they have stated that they are not willing to provide a bond for this work. The petitioner has not provided a date for when this work would be completed. It should be noted that in order to comply with code requirements, a code compliant ADA parking stall would be required since the proposed parallel ADA parking stall does not comply with Illinois Accessibility Code regulations.

Should condition #8 not be eliminated and the Land Use Variation becomes null and void, Paragon has stated that they will remove all "filters aka materials" to qualify their business as a Contractor Office (as opposed to a Contractor Shop), which use does not require a Land Use Variation. Staff notes that they would need to relocate all parts, equipment, and vehicle storage offsite to qualify their business as a Contractor Office. Under this scenario, Paragon would install the landscaping depicted in "Paragon Proposed Alternative B". It should be noted that Alternative B does not include removal of "Safety Town" or the asphalt driveway adjacent to it. Paragon has not indicated if they would provide any performance guarantee for this work or when it would be completed.

Options:

The Village Board has three primary options to consider:

1. Approve the request to eliminate condition #8, whereby granting the land use variation with no expiration date. This approval would be subject to implementation of the **Village Recommended Alternative** landscape plan, with construction and completion of all work no later than May 31, 2024. Prior to adoption of an Ordinance authorizing this amendment, the Petitioner shall provide a performance guarantee for completion of the work.

2. Approve the request to eliminate condition #8, whereby granting the land use variation with no expiration date. This approval would be subject to implementation of the **Paragon Proposed Alternative A** landscape plan, with construction and completion of all work no later than May 31, 2024. No performance guarantee would be required.

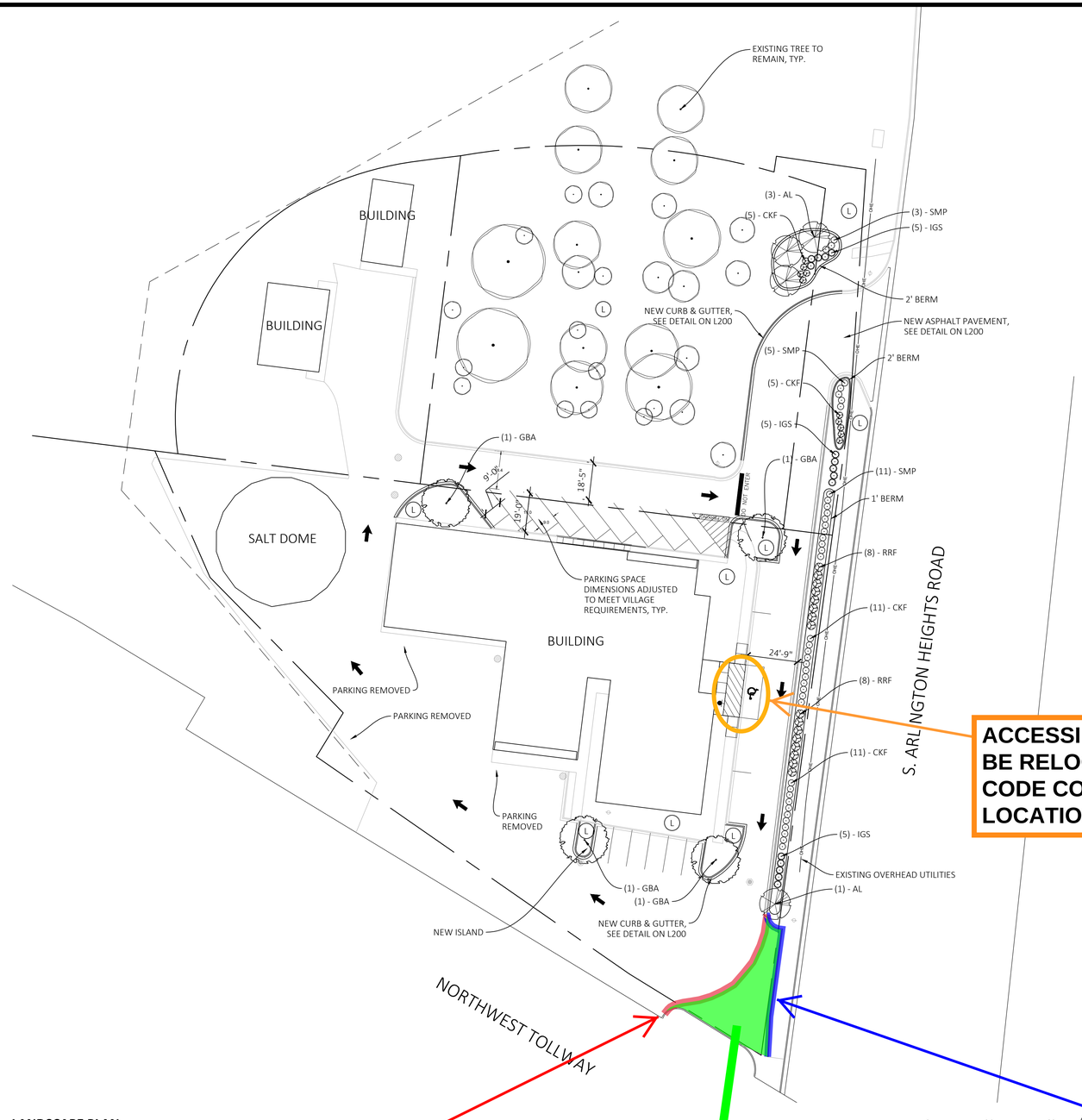
3. Deny the request to eliminate condition #8, meaning the Land Use Variation to allow the Contractor Shop would become null and void. The petitioner would need to either sell the site and relocate, or remove all parts, equipment, and vehicle storage to qualify their business as a Contractor Office. Should they occupy the site as a Contractor Office, they would need to maintain all existing site landscaping to comply with Code requirements. Compliance with landscape regulations could be achieved by implementing **Paragon Proposed Alternative B**.

Recommendation:

Staff recommends that the Village Board move forward with Option #1 identified above, which is outlined below:

1. Approve the requested modification to Ordinance 20-022, eliminating condition #8 and granting the Land Use Variation for a Contractor Shop on the subject property, subject to the conditions and restrictions as outlined in Ordinance 20-022.
2. This approval shall be conditional upon compliance with the following additional strictions:
    a. Condition #3 of Ordinance 20-022 shall be modified to require the petitioner to construct and complete the site modifications and landscaping as depicted in the **Village Recommended Alternative**.
    b. All sitework and landscape work must be completed no later than May 31, 2024.
    c. Prior to adoption of an Ordinance authorizing this amendment, the Petitioner shall provide a performance guarantee for completion of the work.
    d. Any and all future site changes and modifications shall require full compliance with all applicable zoning regulations.

VILLAGE RECOMMENDED ALTERNATIVE



LANDSCAPE PLAN

SCALE: 1" = 30'-0"

ACCESSIBLE STALL TO BE RELOCATED TO A CODE COMPLAINT LOCATION

NEW CURB

LANDSCAPE BED TO INCLUDE A MIX OF ORNAMENTAL GRASSES, DECIDUOUS AND EVERGREEN SHRUBS AND ONE SHADE TREE

REMOVE CURB

LAWN SEED MIX	
% OF MIX	**COMMON NAME**
30%	GOALKEEPER PERENNIAL RYEGRASS
30%	TOP GUN PERENNIAL RYEGRASS
20%	BLUE CHIP KENTUCKY BLUEGRASS
20%	FREEDOM III KENTUCKY BLUEGRASS
APPLY SEED MIX AT 5 POUND PER 100 SQUARE FEET, OR AS OTHERWISE DIRECTED BY THE SEED PROVIDER.	
BASIS OF LAWN SEED MIXTURE IS 'FIELD OF DREAMS' ATHLETIC MIXTURE BY NATIONAL SEED, LISLE, IL. PHONE # 1-888-963-7333	

LEGEND

- CANOPY TREE
- SHRUB MASSING
- L — LAWN (SEED & BLANKET), TYP.
- ORNAMENTAL TREE
- EXISTING TREE TO REMAIN

PLANTING SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
DECIDUOUS TREES						
GBA	4	GINKGO BILOBA 'AUTUMN GOLD'	AUTUMN GOLD GINKGO	4" CAL.	30' O.C.	B&B SPECIMEN
ORNAMENTAL TREES						
AL	4	AMELANCHIER LAEVIS	ALLEGHENY SERVICEBERRY	8' HT.	15' O.C.	SINGLE-TRUNK SPECIMEN
DECIDUOUS SHRUBS						
RRF	16	ROSA RUGOSA 'FRAU DAGMAR HASTRUP'	FRAU DAGMAR HASTRUP ROSE	#3 CONT.	48" O.C.	
SMP	19	SYRINGA MEYERI 'PALIBIN'	DWARF KOREAN LILAC	#3 CONT.	36" O.C.	
EVERGREEN SHRUBS						
IGS	15	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY	#3 CONT.	36" O.C.	
ORNAMENTAL GRASSES						
CKF	32	CALAMOGROSTIS X 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	36" O.C.	

LANDSCAPE ORDINANCE REVIEW: ARLINGTON HEIGHTS, ILLINOIS

SPECIFIC ORDINANCE	CODE REQUIRES	COMPLIANCE
PARKING	LANDSCAPED ISLANDS EQUAL IN AREA TO AT LEAST ONE PARKING SPACE, PROTECTED BY DURABLE MATERIALS, AND CONTAINING AT LEAST ONE LIVE SHADE TREE AT A MINIMUM OF FOUR INCHES IN DIAMETER SHALL BE LOCATED AT THE END OF EVERY TWENTY PARKING SPACES. IN ADDITION, THESE ISLANDS SHALL BE LOCATED AT EACH END OF ALL ROWS OF CAR STALLS.	4" TREES PROVIDED IN PARKING LOT ISLANDS AS REQUIRED. SEE PLANS AND PLANTING SCHEDULE.
PARKING	ALL PAVED SERVICE AREAS ABUTTING A RESIDENTIAL DISTRICT OR OFF-STREET PARKING AREAS CONTAINING MORE THAN FOUR PARKING SPACES SHALL BE EFFECTIVELY SCREENED ON EACH SIDE ADJOINING ANY PUBLIC WAY BY A WELL-MAINTAINED WALL, FENCE, OR DENSELY PLANTED COMPACT HEDGE DESIGNED TO PROVIDE YEAR ROUND OPACITY OR BERM AND HEDGE. SUCH SCREENING SHALL BE THREE FEET HIGH ON THE FRONTAGE OF A PUBLIC WAY, EXCEPT THAT IN THE INTERESTS OF SAFETY, SO THE LINE OF SIGHT WILL NOT BE OBSTRUCTED, THE MINIMUM HEIGHT SHALL BE LOWERED AT STREET INTERSECTIONS AND DRIVEWAYS TO NOT LESS THAN 18-INCHES.	MIN. 3' HT. HEDGE PLANTINGS PROVIDED ALONG S. ARLINGTON HEIGHTS ROAD. SEE PLANS AND PLANTING SCHEDULE. BERMS ALSO ADDEDED INSIDE PROPERTY LINE. HEIGHTS VARY 1'-2'. SEE PLANS.

LANDSCAPE NOTES

1. SEE L200 FOR NOTES & DETAILS.

PRELIMINARY DRAWINGS — NOT FOR CONSTRUCTION

Know what's below. Call before you dig.

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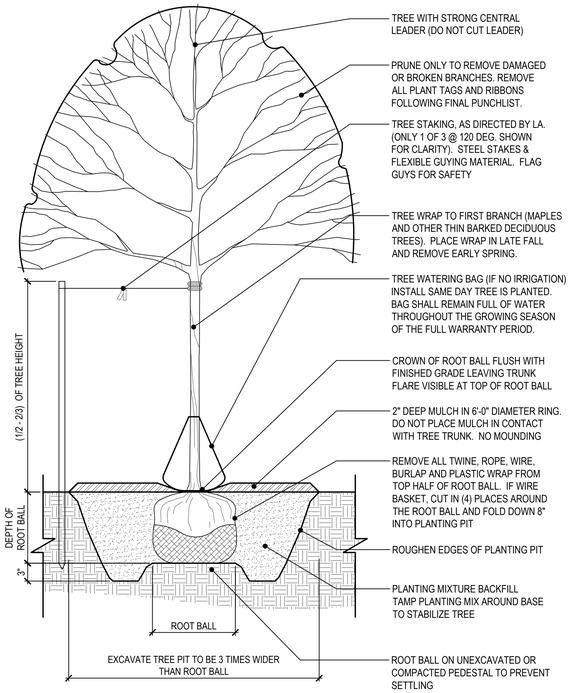
STAMP:
JAMES J. FORRESTER 157-001400 REGISTERED LANDSCAPE ARCHITECT STATE OF ILLINOIS

TITLE: **LANDSCAPE PLAN**

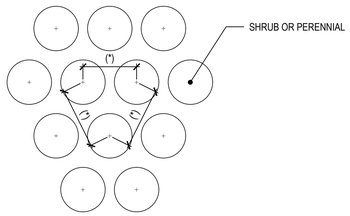
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DRAWN BY: JJF
CHECK BY: JRR
PROJECT #: DP-002

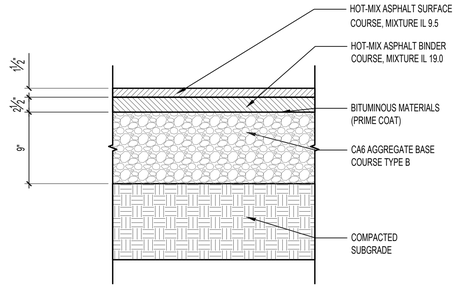
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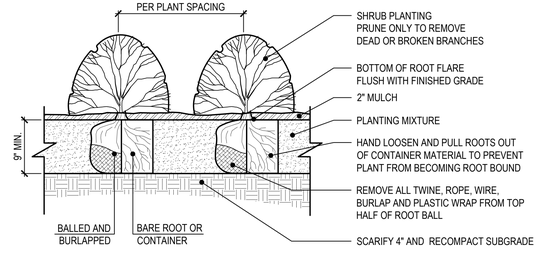
1 TREE PLANTING
SCALE: 1/2" = 1'-0"



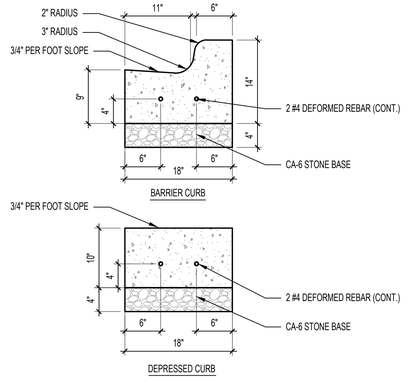
4 PLANT SPACING
NOT TO SCALE



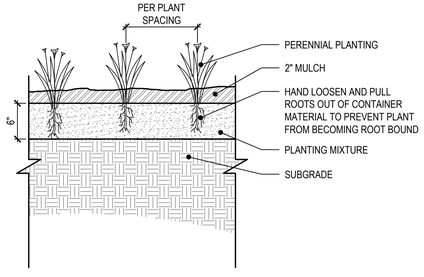
5 STANDARD ASPHALT PARKING PAVING
SCALE: N.T.S.



2 SHRUB PLANTING
SCALE: 1" = 1'-0"



6 CONCRETE CURB & GUTTER
SCALE: N.T.S.



3 PERENNIAL PLANTING
SCALE: 1" = 1'-0"

PLANTING NOTES

1. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES THAT MAY BE REQUIRED FOR HIS PORTION OF WORK.
2. THE CONTRACTOR SHALL CONTACT 811 PRIOR TO WORK.
3. IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE GRAPHIC SYMBOLS SHOWN ON THE PLAN SHALL DICTATE.
4. PLANT MATERIALS:
   - 4.1. ALL PLANT MATERIALS SHALL MEET OR EXCEED THE AMERICAN STANDARDS FOR NURSERY STOCK, MOST CURRENT EDITION, AS SET FORTH BY AMERICAN ASSOCIATION OF NURSERYMEN.
   - 4.2. PLANTS SHALL BE EQUAL TO OR EXCEED THE MEASUREMENTS SPECIFIED IN THE PLANT LIST.
   - 4.3. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECT PESTS, PLANT DISEASES, AND INJURIES.
   - 4.4. TREES SHALL HAVE STRAIGHT TRUNK WITH LEADER INTACT, UNDAMAGED AND UNCUT. BRANCHING MUST BE WELL DEVELOPED.
   - 4.5. ALL PLANT MATERIAL AND SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION.
   - 4.6. NO SUBSTITUTIONS OF PLANT MATERIALS WILL BE ALLOWED. IF PLANTS ARE NOT AVAILABLE, THE CONTRACTOR SHALL NOTIFY OWNER AND LANDSCAPE ARCHITECT PRIOR TO BID IN WRITING.
   - 4.7. ALL PLANTS ARE SUBJECT TO INSPECTION AND APPROVAL. THE LANDSCAPE ARCHITECT AND OWNER RESERVE THE RIGHT TO SELECT AND TAG ALL PLANT MATERIAL AT THE NURSERY PRIOR TO PLANTING AND REJECT UNACCEPTABLE PLANT MATERIAL AT ANY TIME DURING THE PROGRESS OF THE PROJECT.
   - 4.8. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IN WRITING PRIOR TO BID DATE OF ANY PLANTS THEY FEEL MAY NOT SURVIVE IN LOCATIONS NOTED ON PLANS.
5. TOPSOIL & PLANTING MIXTURES:
   - 5.1. ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
   - 5.2. SALVAGE TOPSOIL FROM THE EARTHWORK AREAS AS APPROPRIATE AND/OR AS DIRECTED BY LANDSCAPE ARCHITECT AND STOCKPILE FOR REUSE IN LOCATION APPROVED BY OWNER.
   - 5.3. TOPSOIL SHALL BE MATERIALS CONSISTING OF FERTILE, FRIABLE, FINE SANDY LOAM, UNIFORM IN COMPOSITION ANDFREE OF SUBSOIL, STONES, LUMPS, CLODS OF HARD EARTH, PLANTS, PLANT ROOTS, STICKS, NOXIOUS WEEDS, SLAG, CINDERS, DEMOLITION DEBRIS OR OTHER EXTRANEOUS MATTER OVER 1" IN LARGEST DIMENSION.
   - 5.4. EXISTING TOPSOIL SHALL BE PREPARED BY THOROUGHLY MIXING IN COMPOST AT THE RATE OF 1/3 VOLUME OF SOIL REPLACED.
   - 5.4. TOPSOIL SHALL BE TESTED AND AMENDED (AS SPECIFIED BY THE TESTING AGENCY) TO THE FOLLOWING:
     - 5.4.1. ADJUST SOIL TO A pH OF 6.0 TO 6.5.
     - 5.4.2. ORGANIC MATTER: 4% MIN, 10% MAX
     - 5.4.3. AVAILABLE PHOSPHORUS: 25 PPM, MIN
     - 5.4.4. EXCHANGEABLE POTASSIUM: 125 PPM, MIN
   - 5.5. THE FOLLOWING FERTILIZERS SHALL BE USED AS FOLLOWS, OR ALTERNATIVES SUBMITTED BY CONTRACTOR TO OWNER AND LANDSCAPE ARCHITECT FOR APPROVAL:
     - 5.5.1. TREES & SHRUBS = 14-4-6 BRIQUETTES @ 17g
     - 5.5.2. LAWN = HIGH NITROGEN STARTER FERTILIZER
   - 5.6. LAWN SEED & BLANKET AREAS SHALL RECEIVE A MINIMUM OF 4" DEPTH OF TOPSOIL.
   - 5.7. PLANTING BEDS SHALL RECEIVE MINIMUM 6" DEPTH OF AMENDED TOPSOIL.
   - 5.8. NATIVE LANDSCAPE SEEDING AREAS SHALL RECEIVE A MINIMUM 18" DEPTH OF TOPSOIL.
6. MULCH MATERIALS:
   - 6.1. ALL MULCH MATERIALS SHALL BE PROCESSED DOUBLE SHREDDED HARDWOOD BARK MULCH OF UNIFORM SIZE. NO UTILITY MULCH OR PROCESSED TREE TRIMMINGS WILL BE ALLOWED. SUBMIT SAMPLE TO ARCHITECT.
   - 6.2. MULCH SHALL BE 2-INCH THICK MINIMUM COVERAGE IN ALL AREAS OF TREE PITS OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
   - 6.3. MULCH SHALL BE HELD 1" BELOW SURFACE ELEVATION OF DOWNHILL SIDE OF WALK, SLAB, CURB, LAWN, ETC.
7. LANDSCAPE BED EDGING:
   - 7.1. ALL LANDSCAPE BED EDGING SHALL BE SHOVEL-CUT SPADE EDGE BETWEEN LAWN AREAS UNLESS OTHERWISE NOTED.
8. STORAGE & INSTALLATION:
   - 8.1. CONFIRM LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
   - 8.2. EXISTING TREES FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. NO VEHICLES OR EQUIPMENT ARE ALLOWED WITHIN THE DRIP LINE OF TREES TO BE PROTECTED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
   - 8.3. PRUNING AND REMOVAL OF BRANCHES ON EXISTING TREES SHALL BE DIRECTED IN THE FIELD BY OWNER OR LANDSCAPE ARCHITECT.
   - 8.4. EQUIPMENT, PLANTS AND ALL OTHER MATERIALS TO BE STORED ON SITE WILL BE STORED OUTSIDE OF THE DRIPLINE OF TREES TO BE PROTECTED AND PLACED WHERE THEY WILL NOT CONFLICT W/ CONSTRUCTION OPERATIONS.
   - 8.5. NEW PLANTING AREAS ARE TO BE TREATED WITH HERBICIDE (APPROVED BY STATE CHEMIST) TO KILL ALL EXISTING GROUNDCOVER. THERE SHALL BE A MINIMUM OF TWO (2) APPLICATIONS SEPARATED BY 10 DAYS. IF ALL EXISTING GROUNDCOVER VEGETATION IS NOT KILLED WITHIN 10 DAYS OF 2ND APPLICATION, A 3RD APPLICATION IS REQUIRED.
   - 8.6. WHERE PROPOSED PLANTINGS ARE INDICATED IN EXISTING PAVING AREAS, CONTRACTOR SHALL EXCAVATE A MINIMUM OF 2'-0" BELOW PAVING SURFACE.
   - 8.7. FINAL PLACEMENT OF PLANT MATERIALS, ETC., ARE SUBJECT TO APPROVAL BY OWNER AND LANDSCAPE ARCHITECT BEFORE PLANTING OPERATIONS ARE TO PROCEED. ALL TREE LOCATIONS SHALL BE MARKED WITH A WOOD STAKE OR FLAG INDICATING VARIETY AND SIZE OF TREE. ALL GROUND COVER AND PLANTING BED LINES SHALL BE MARKED W/ HIGHLY VISIBLE PAINT LINES W/ OCCASIONAL WOOD STAKES FOR REFERENCE. ALL STAKES SHALL BE REMOVED FOLLOWING PLANTING OPERATIONS. OWNER RESERVES THE RIGHT TO ADJUST PLANT LOCATIONS ON SITE.
   - 8.8. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
   - 8.9. PRIOR TO FINAL PAYMENT, CONTRACTOR SHALL COORDINATE A FINAL INSPECTION WALK-THROUGH WITH OWNER AND LANDSCAPE ARCHITECT FOR OWNER ACCEPTANCE. THE LANDSCAPE ARCHITECT WILL PROVIDE A PUNCHLIST OF ANY DEFICIENCIES AND PROVIDE TO OWNER AND CONTRACTOR FOR REVIEW AND REMEDIATION.
9. MAINTENANCE:
   - 9.1. INCLUDE PRICING WITH THE BID FOR A 60-DAY MAINTENANCE PERIOD OF ALL LANDSCAPE PLANTINGS FOLLOWING COMPLETE INSTALLATION AND FINAL INSPECTION BY OWNER AND LANDSCAPE ARCHITECT. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, MULCHING, MOWING, AND ALL OTHER NECESSARY OPERATIONS REQUIRED FOR PROPER ESTABLISHMENT OF LAWNS AND PLANTINGS.
10. WARRANTY:
   - 10.1. ALL LANDSCAPE PLANTINGS SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FOLLOWING 60-DAY MAINTENANCE PERIOD. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY (EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR OTHER ACTS DETERMINED AS FORCE MAJEURE) BY OWNER AND LANDSCAPE ARCHITECT SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE CONTRACTOR. THE REPLACEMENTS SHALL ALSO BE WARRANTED FOR 1 YEAR.

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NOT FOR CONSTRUCTION

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STAMP:
JAMES J. FORRESTER 157-001400 LICENSED LANDSCAPE ARCHITECT STATE OF ILLINOIS

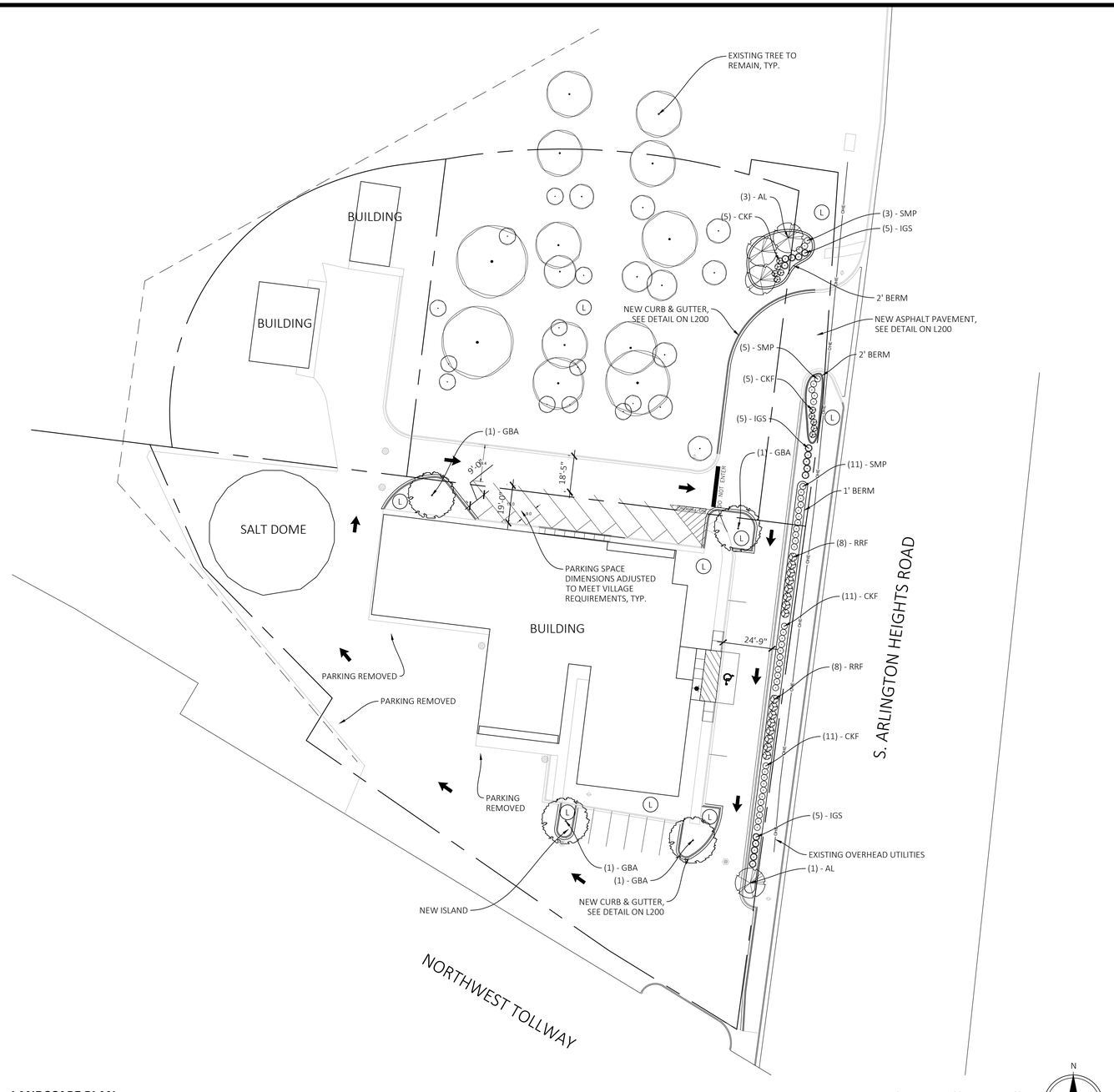
TITLE:
LANDSCAPE NOTES & DETAILS

SHEET: L200

DRAWN BY: JJF
CHECK BY: JRR
PROJECT #: DP-002

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PARAGON PROPOSED ALTERNATIVE A



LANDSCAPE PLAN

SCALE: 1" = 30'-0"

0 30 60
15 feet

N

LAWN SEED MIX	
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LEGEND

- CANOPY TREE
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- L — LAWN (SEED & BLANKET), TYP.
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5	05/16/23 REQUESTED REVISIONS

STAMP:
LICENSED LANDSCAPE ARCHITECT
JAMES J. FORRESTER
157-001400
STATE OF ILLINOIS

TITLE: **LANDSCAPE PLAN**

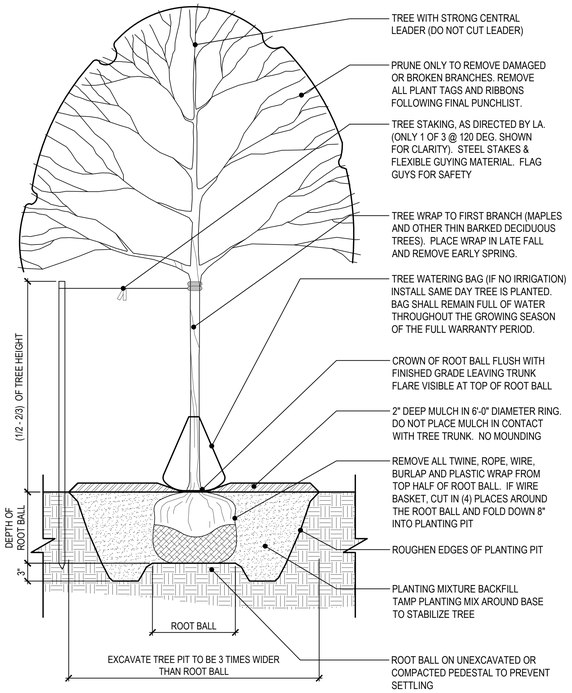
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DRAWN BY: JJF
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PROJECT #: DP-002

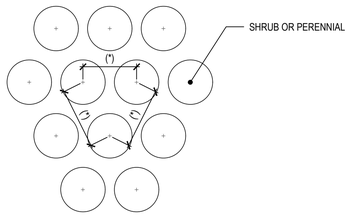
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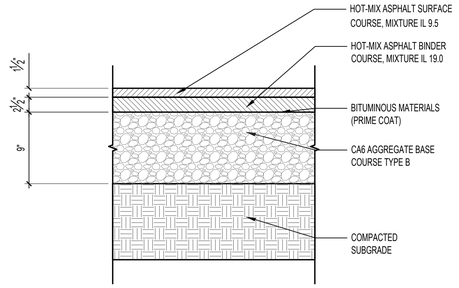
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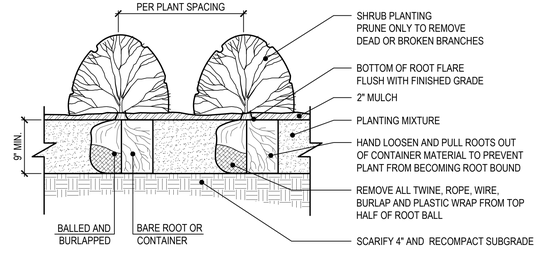
1 TREE PLANTING
SCALE: 1/2" = 1'-0"



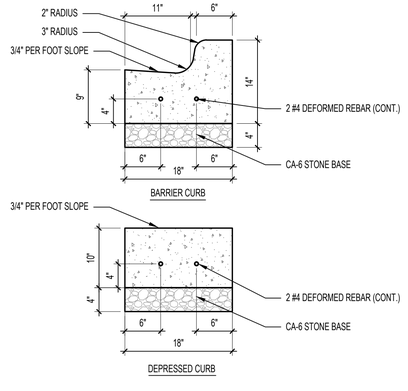
4 PLANT SPACING
NOT TO SCALE



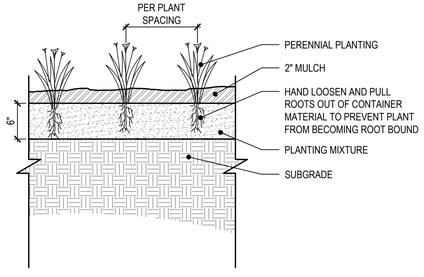
5 STANDARD ASPHALT PARKING PAVING
SCALE: N.T.S.



2 SHRUB PLANTING
SCALE: 1" = 1'-0"



6 CONCRETE CURB & GUTTER
SCALE: N.T.S.



3 PERENNIAL PLANTING
SCALE: 1" = 1'-0"

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5. TOPSOIL & PLANTING MIXTURES:
   - 5.1. ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
   - 5.2. SALVAGE TOPSOIL FROM THE EARTHWORK AREAS AS APPROPRIATE AND/OR AS DIRECTED BY LANDSCAPE ARCHITECT AND STOCKPILE FOR REUSE IN LOCATION APPROVED BY OWNER.
   - 5.3. TOPSOIL SHALL BE MATERIALS CONSISTING OF FERTILE, FRIABLE, FINE SANDY LOAM, UNIFORM IN COMPOSITION ANDFREE OF SUBSOIL, STONES, LUMPS, CLODS OF HARD EARTH, PLANTS, PLANT ROOTS, STICKS, NOXIOUS WEEDS, SLAG, CINDERS, DEMOLITION DEBRIS OR OTHER EXTRANEOUS MATTER OVER 1" IN LARGEST DIMENSION.
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     - 5.4.1. ADJUST SOIL TO A pH OF 6.0 TO 6.5.
     - 5.4.2. ORGANIC MATTER: 4% MIN, 10% MAX
     - 5.4.3. AVAILABLE PHOSPHORUS: 25 PPM, MIN
     - 5.4.4. EXCHANGEABLE POTASSIUM: 125 PPM, MIN
   - 5.5. THE FOLLOWING FERTILIZERS SHALL BE USED AS FOLLOWS, OR ALTERNATIVES SUBMITTED BY CONTRACTOR TO OWNER AND LANDSCAPE ARCHITECT FOR APPROVAL:
     - 5.5.1. TREES & SHRUBS = 14-4-6 BRIQUETTES @ 17g
     - 5.5.2. LAWN = HIGH NITROGEN STARTER FERTILIZER
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   - 5.7. PLANTING BEDS SHALL RECEIVE MINIMUM 6" DEPTH OF AMENDED TOPSOIL.
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6. MULCH MATERIALS:
   - 6.1. ALL MULCH MATERIALS SHALL BE PROCESSED DOUBLE SHREDDED HARDWOOD BARK MULCH OF UNIFORM SIZE. NO UTILITY MULCH OR PROCESSED TREE TRIMMINGS WILL BE ALLOWED. SUBMIT SAMPLE TO ARCHITECT.
   - 6.2. MULCH SHALL BE 2-INCH THICK MINIMUM COVERAGE IN ALL AREAS OF TREE PITS OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
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8. STORAGE & INSTALLATION:
   - 8.1. CONFIRM LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
   - 8.2. EXISTING TREES FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. NO VEHICLES OR EQUIPMENT ARE ALLOWED WITHIN THE DRIP LINE OF TREES TO BE PROTECTED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
   - 8.3. PRUNING AND REMOVAL OF BRANCHES ON EXISTING TREES SHALL BE DIRECTED IN THE FIELD BY OWNER OR LANDSCAPE ARCHITECT.
   - 8.4. EQUIPMENT, PLANTS AND ALL OTHER MATERIALS TO BE STORED ON SITE WILL BE STORED OUTSIDE OF THE DRIPLINE OF TREES TO BE PROTECTED AND PLACED WHERE THEY WILL NOT CONFLICT W/ CONSTRUCTION OPERATIONS.
   - 8.5. NEW PLANTING AREAS ARE TO BE TREATED WITH HERBICIDE (APPROVED BY STATE CHEMIST) TO KILL ALL EXISTING GROUNDCOVER. THERE SHALL BE A MINIMUM OF TWO (2) APPLICATIONS SEPARATED BY 10 DAYS. IF ALL EXISTING GROUNDCOVER VEGETATION IS NOT KILLED WITHIN 10 DAYS OF 2ND APPLICATION, A 3RD APPLICATION IS REQUIRED.
   - 8.6. WHERE PROPOSED PLANTINGS ARE INDICATED IN EXISTING PAVING AREAS, CONTRACTOR SHALL EXCAVATE A MINIMUM OF 2'-0" BELOW PAVING SURFACE.
   - 8.7. FINAL PLACEMENT OF PLANT MATERIALS, ETC., ARE SUBJECT TO APPROVAL BY OWNER AND LANDSCAPE ARCHITECT BEFORE PLANTING OPERATIONS ARE TO PROCEED. ALL TREE LOCATIONS SHALL BE MARKED WITH A WOOD STAKE OR FLAG INDICATING VARIETY AND SIZE OF TREE. ALL GROUND COVER AND PLANTING BED LINES SHALL BE MARKED W/ HIGHLY VISIBLE PAINT LINES W/ OCCASIONAL WOOD STAKES FOR REFERENCE. ALL STAKES SHALL BE REMOVED FOLLOWING PLANTING OPERATIONS. OWNER RESERVES THE RIGHT TO ADJUST PLANT LOCATIONS ON SITE.
   - 8.8. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
   - 8.9. PRIOR TO FINAL PAYMENT, CONTRACTOR SHALL COORDINATE A FINAL INSPECTION WALK-THROUGH WITH OWNER AND LANDSCAPE ARCHITECT FOR OWNER ACCEPTANCE. THE LANDSCAPE ARCHITECT WILL PROVIDE A PUNCHLIST OF ANY DEFICIENCIES AND PROVIDE TO OWNER AND CONTRACTOR FOR REVIEW AND REMEDIATION.
9. MAINTENANCE:
   - 9.1. INCLUDE PRICING WITH THE BID FOR A 60-DAY MAINTENANCE PERIOD OF ALL LANDSCAPE PLANTINGS FOLLOWING COMPLETE INSTALLATION AND FINAL INSPECTION BY OWNER AND LANDSCAPE ARCHITECT. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, MULCHING, MOWING, AND ALL OTHER NECESSARY OPERATIONS REQUIRED FOR PROPER ESTABLISHMENT OF LAWNS AND PLANTINGS.
10. WARRANTY:
   - 10.1. ALL LANDSCAPE PLANTINGS SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FOLLOWING 60-DAY MAINTENANCE PERIOD. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY (EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR OTHER ACTS DETERMINED AS FORCE MAJEURE) BY OWNER AND LANDSCAPE ARCHITECT SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE CONTRACTOR. THE REPLACEMENTS SHALL ALSO BE WARRANTED FOR 1 YEAR.

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

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PROJECT NAME:
PROPOSED IMPROVEMENTS
2400 S ARLINGTON HEIGHTS RD
ARLINGTON HEIGHTS, IL 60005

OWNER NAME:
PARAGON MECHANICAL, INC.
2400 S ARLINGTON HEIGHTS RD
ARLINGTON HEIGHTS, IL 60005
p: 847.321.9428

CONSULTANTS:

DesignPerspectives INC.
Grounded in Creativity
1167 HOBSON MILL DR. NAPERVILLE, IL 60540
T: (630) 606-0776 : WWW.DESIGN-PERSPECTIVES.NET

SUBMITTAL & REVISIONS

1	02/21/23	SCHEMATIC DESIGN
2	03/02/23	SCHEMATIC DESIGN REVISED
3	03/29/23	SCHEMATIC DESIGN REVISED
4	04/26/23	SCHEMATIC DESIGN REVISED
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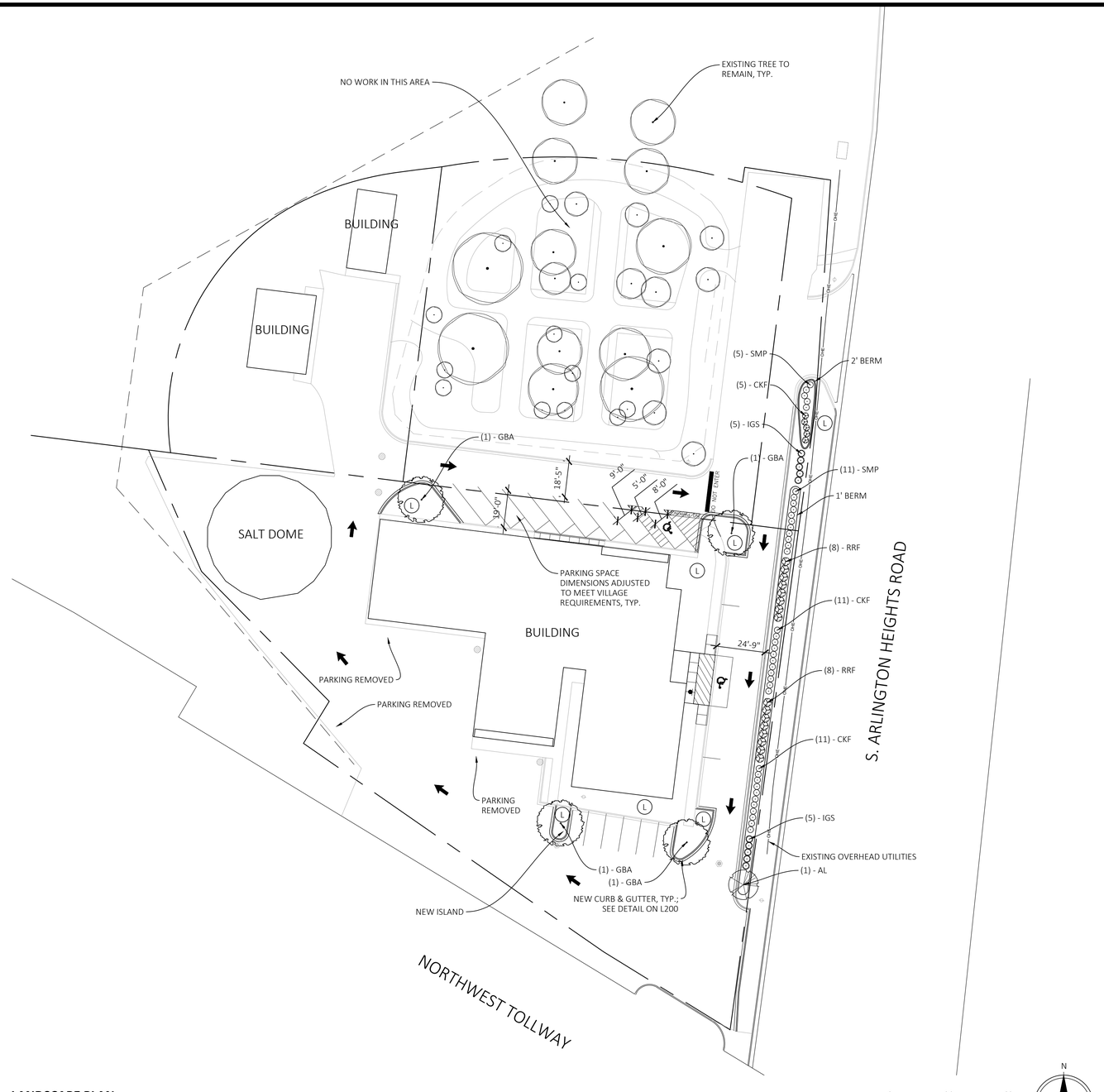
TITLE:
LANDSCAPE NOTES & DETAILS

SHEET: L200

DRAWN BY: JJF
CHECK BY: JRR
PROJECT #: DP-002

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PARAGON PROPOSED ALTERNATIVE B



LANDSCAPE PLAN

SCALE: 1" = 30'-0"

LAWN SEED MIX	
% OF MIX	**COMMON NAME**
30%	GOALKEEPER PERENNIAL RYEGRASS
30%	TOP GUN PERENNIAL RYEGRASS
20%	BLUE CHIP KENTUCKY BLUEGRASS
20%	FREEDOM III KENTUCKY BLUEGRASS
APPLY SEED MIX AT 5 POUND PER 100 SQUARE FEET, OR AS OTHERWISE DIRECTED BY THE SEED PROVIDER.	
BASIS OF LAWN SEED MIXTURE IS 'FIELD OF DREAMS' ATHLETIC MIXTURE BY NATIONAL SEED, LISLE, IL. PHONE # 1-888-963-7333	

LEGEND

CANOPY TREE

SHRUB MASSING

LAWN (SEED & BLANKET), TYP.

ORNAMENTAL TREE

EXISTING TREE TO REMAIN

PLANTING SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
DECIDUOUS TREES						
GBA	4	GINKGO BILOBA 'AUTUMN GOLD'	AUTUMN GOLD GINKGO	4" CAL.	30' O.C.	B&B SPECIMEN
ORNAMENTAL TREES						
AL	1	AMELANCHIER LAEVIS	ALLEGHENY SERVICEBERRY	8' HT.	15' O.C.	SINGLE-TRUNK SPECIMEN
DECIDUOUS SHRUBS						
RRF	16	ROSA RUGOSA 'FRAU DAGMAR HASTRUP'	FRAU DAGMAR HASTRUP ROSE	#3 CONT.	48" O.C.	
SMP	16	SYRINGA MEYERI 'PALIBIN'	DWARF KOREAN LILAC	#3 CONT.	36" O.C.	
EVERGREEN SHRUBS						
IGS	10	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY	#3 CONT.	36" O.C.	
ORNAMENTAL GRASSES						
CKF	27	CALAMOGROSTIS X 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	36" O.C.	

LANDSCAPE ORDINANCE REVIEW: ARLINGTON HEIGHTS, ILLINOIS

SPECIFIC ORDINANCE	CODE REQUIRES	COMPLIANCE
PARKING	LANDSCAPED ISLANDS EQUAL IN AREA TO AT LEAST ONE PARKING SPACE, PROTECTED BY DURABLE MATERIALS, AND CONTAINING AT LEAST ONE LIVE SHADE TREE AT A MINIMUM OF FOUR INCHES IN DIAMETER SHALL BE LOCATED AT THE END OF EVERY TWENTY PARKING SPACES. IN ADDITION, THESE ISLANDS SHALL BE LOCATED AT EACH END OF ALL ROWS OF CAR STALLS.	4" TREES PROVIDED IN PARKING LOT ISLANDS AS REQUIRED. SEE PLANS AND PLANTING SCHEDULE.
PARKING	ALL PAVED SERVICE AREAS ABUTTING A RESIDENTIAL DISTRICT OR OFF-STREET PARKING AREAS CONTAINING MORE THAN FOUR PARKING SPACES SHALL BE EFFECTIVELY SCREENED ON EACH SIDE ADJOINING ANY PUBLIC WAY BY A WELL-MAINTAINED WALL, FENCE, OR DENSELY PLANTED COMPACT HEDGE DESIGNED TO PROVIDE YEAR ROUND OPACITY OR BERM AND HEDGE. SUCH SCREENING SHALL BE THREE FEET HIGH ON THE FRONTAGE OF A PUBLIC WAY, EXCEPT THAT IN THE INTERESTS OF SAFETY, SO THE LINE OF SIGHT WILL NOT BE OBSTRUCTED, THE MINIMUM HEIGHT SHALL BE LOWERED AT STREET INTERSECTIONS AND DRIVEWAYS TO NOT LESS THAN 18-INCHES.	MIN. 3' HT. HEDGE PLANTINGS PROVIDED ALONG S. ARLINGTON HEIGHTS ROAD. SEE PLANS AND PLANTING SCHEDULE. BERMS ALSO ADDEDED INSIDE PROPERTY LINE. HEIGHTS VARY 1'-2'. SEE PLANS.

LANDSCAPE NOTES

1. SEE L200 FOR NOTES & DETAILS.

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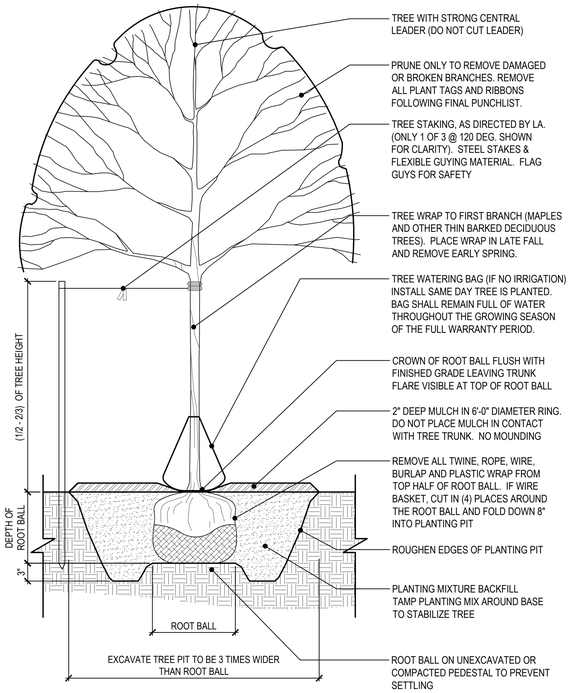
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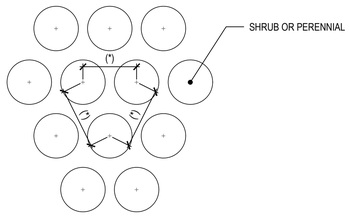
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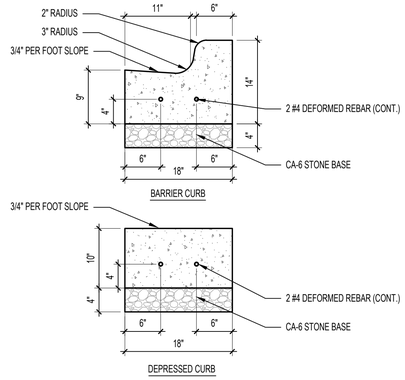


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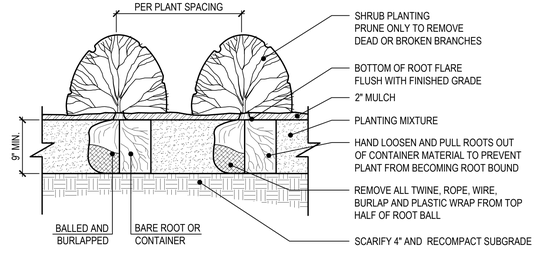


(*) = SPECIFIED PLANT SPACING IN PLANT SCHEDULE

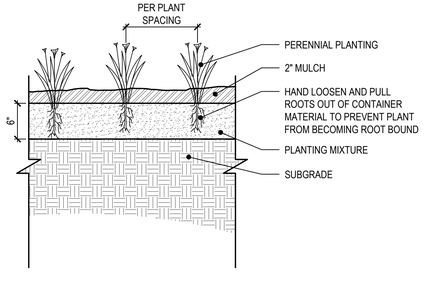
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8. STORAGE & INSTALLATION:
   - 8.1. CONFIRM LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
   - 8.2. EXISTING TREES FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. NO VEHICLES OR EQUIPMENT ARE ALLOWED WITHIN THE DRIP LINE OF TREES TO BE PROTECTED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
   - 8.3. PRUNING AND REMOVAL OF BRANCHES ON EXISTING TREES SHALL BE DIRECTED IN THE FIELD BY OWNER OR LANDSCAPE ARCHITECT.
   - 8.4. EQUIPMENT, PLANTS AND ALL OTHER MATERIALS TO BE STORED ON SITE WILL BE STORED OUTSIDE OF THE DRIPLINE OF TREES TO BE PROTECTED AND PLACED WHERE THEY WILL NOT CONFLICT W/ CONSTRUCTION OPERATIONS.
   - 8.5. NEW PLANTING AREAS ARE TO BE TREATED WITH HERBICIDE (APPROVED BY STATE CHEMIST) TO KILL ALL EXISTING GROUNDCOVER. THERE SHALL BE A MINIMUM OF TWO (2) APPLICATIONS SEPARATED BY 10 DAYS. IF ALL EXISTING GROUNDCOVER VEGETATION IS NOT KILLED WITHIN 10 DAYS OF 2ND APPLICATION, A 3RD APPLICATION IS REQUIRED.
   - 8.6. WHERE PROPOSED PLANTINGS ARE INDICATED IN EXISTING PAVING AREAS, CONTRACTOR SHALL EXCAVATE A MINIMUM OF 2'-0" BELOW PAVING SURFACE.
   - 8.7. FINAL PLACEMENT OF PLANT MATERIALS, ETC., ARE SUBJECT TO APPROVAL BY OWNER AND LANDSCAPE ARCHITECT BEFORE PLANTING OPERATIONS ARE TO PROCEED. ALL TREE LOCATIONS SHALL BE MARKED WITH A WOOD STAKE OR FLAG INDICATING VARIETY AND SIZE OF TREE. ALL GROUND COVER AND PLANTING BED LINES SHALL BE MARKED W/ HIGHLY VISIBLE PAINT LINES W/ OCCASIONAL WOOD STAKES FOR REFERENCE. ALL STAKES SHALL BE REMOVED FOLLOWING PLANTING OPERATIONS. OWNER RESERVES THE RIGHT TO ADJUST PLANT LOCATIONS ON SITE.
   - 8.8. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
   - 8.9. PRIOR TO FINAL PAYMENT, CONTRACTOR SHALL COORDINATE A FINAL INSPECTION WALK-THROUGH WITH OWNER AND LANDSCAPE ARCHITECT FOR OWNER ACCEPTANCE. THE LANDSCAPE ARCHITECT WILL PROVIDE A PUNCHLIST OF ANY DEFICIENCIES AND PROVIDE TO OWNER AND CONTRACTOR FOR REVIEW AND REMEDIATION.
9. MAINTENANCE:
   - 9.1. INCLUDE PRICING WITH THE BID FOR A 60-DAY MAINTENANCE PERIOD OF ALL LANDSCAPE PLANTINGS FOLLOWING COMPLETE INSTALLATION AND FINAL INSPECTION BY OWNER AND LANDSCAPE ARCHITECT. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, MULCHING, MOWING, AND ALL OTHER NECESSARY OPERATIONS REQUIRED FOR PROPER ESTABLISHMENT OF LAWNS AND PLANTINGS.
10. WARRANTY:
   - 10.1. ALL LANDSCAPE PLANTINGS SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FOLLOWING 60-DAY MAINTENANCE PERIOD. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY (EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR OTHER ACTS DETERMINED AS FORCE MAJEURE) BY OWNER AND LANDSCAPE ARCHITECT SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE CONTRACTOR. THE REPLACEMENTS SHALL ALSO BE WARRANTED FOR 1 YEAR.

PRELIMINARY DRAWINGS — NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

PROJECT NAME:
PROPOSED IMPROVEMENTS
2400 S ARLINGTON HEIGHTS RD
ARLINGTON HEIGHTS, IL 60005

OWNER NAME:
PARAGON MECHANICAL, INC.
2400 S ARLINGTON HEIGHTS RD
ARLINGTON HEIGHTS, IL 60005
p: 847.321.9428

CONSULTANTS:

DesignPerspectives INC.
Grounded in Creativity
1167 HOBSON MILL DR. NAPERVILLE, IL 60540
T: (630) 606-0776 : WWW.DESIGN-PERSPECTIVES.NET

SUBMITTAL & REVISIONS		
1	02/21/23	SCHEMATIC DESIGN
2	03/02/23	SCHEMATIC DESIGN REVISED
3	03/29/23	SCHEMATIC DESIGN REVISED
4	04/26/23	SCHEMATIC DESIGN REVISED
5	05/16/23	REQUESTED REVISIONS
6	06/21/23	REQUESTED REVISIONS
7	07/21/23	REQUESTED REVISIONS

STAMP:
LICENSED LANDSCAPE ARCHITECT — JAMES J. FORRESTER — 157-001400 — STATE OF ILLINOIS

TITLE:
LANDSCAPE NOTES & DETAILS

SHEET: L200

DRAWN BY: JJF
CHECK BY: JRR
PROJECT #: DP-002

G:\Shared drives\Projects\Design Perspectives\Arlington Heights - Paragon Mechanical\cad\Paragon_LA_DP_v8.dwg

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE VILLAGE OF ARLINGTON HEIGHTS, GRANTING A LAND USE VARIATION AND VARIATIONS FROM CHAPTER 28 OF THE ARLINGTON HEIGHTS MUNICIPAL CODE

WHEREAS, on May 13, 2020, pursuant to notice, the Plan Commission conducted a public hearing on the application of Kevin Polka, Paragon Mechanical, Inc., ("Petitioner") for rezoning from an R-1 One-Family Zoning District and B-3 General Service, Wholesale and Motor Vehicle District to a B-2 General Business District, a land use variation to allow a Contractor Shop in a B-2 General Business District and variations from Chapter 28 of the Arlington Heights Municipal Code, for the property located at 2400 S Arlington Heights Rd, Arlington Heights Illinois; and

WHEREAS, the President and Board of Trustees, having considered the report and recommendation of the Plan Commission, have determined that authorizing and granting said 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 the Zoning Ordinance of the Village of Arlington Heights is hereby amended by reclassifying that portion of the Subject Property that is within an R-1 One Family Dwelling District and that portion of the Subject property that is within the B-3 General Service, Wholesale and Motor Vehicle District to a B-2 General Business District classification, for the property legally described as follows:

Parcel 1:
That part of Lot 7 of August Busse's Division of parts of the East half of Section 16, Township 41 North, Range 11, East of the Third Principal Meridian in the County of Cook, State of Illinois, described as follows:

Commencing at the Southwest corner of said Lot 7; thence Easterly along the South line of said Lot 7, a distance of 190.00 feet to a point on the South line of Lot 7 for a point of beginning, said point being 229.37 feet West of the Southeast corner of said Lot 7; thence

Northerly and perpendicular to said South line of Lot 7 a distance of 160.80 feet to a point; thence Southwesterly along a compound curve to the left having a radius of 420.00 feet for an arc distance of 44.70 feet, which forms an angle at point of tangent of 104° 11' 50" to the left of said last North line extended; thence Southwesterly along a curve to the left having a radius of 123.00 feet for an arc distance of 182.21 feet to a point on the South line of Lot 7; thence a Easterly along the South line of Lot 7 a distance of 118.71 feet to the point of beginning.

Parcel 2:
That part of Lot 7 of August Busse's Division of parts of the East 1/2 of Section 16, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Southwest corner of said Lot 7; thence Easterly along the South line of said Lot 7, a distance of 190.00 feet to a point on the South line of Lot 7 for a point of beginning, said point being 229.37 feet West of the Southeast corner of said Lot 7; thence continuing Eastward along said South line for a distance of 178.01 feet to a point; thence Northerly and perpendicular to said South line 166.87 feet to a point; thence Northwesterly along a curve to the left having a radius of 420.00 feet for an arc distance of 179.48 feet which forms an angle at a point of tangent of 79° 42' 48" to the left of said last North line extended; thence Southerly along a line, said line being parallel with the last described North line for a distance of 160.80 feet to the point of beginning.

Parcel 3:
That part of Lot 8 (lying Northerly of the Northerly line of that part of said Lot 8 conveyed to the Illinois State Toll Highway Commission by Deed recorded October 15, 1956 as Document 16726440) in August Busse's Division of parts of the East half of Section 16, Township 41 North, Range 11, East of the Third Principal Meridian, (excepting from said Lot 8 that part thereof conveyed to the Illinois State Toll Highway Authority by Warranty Deed recorded April 21, 1970 as Document 21139137 and recorded May 3, 1970 as Document 21154328, and also excepting from said Lot 8 that part taken by Condemnation in Case 96150469 described as follows: beginning at the intersection of the Easterly line of said Lot 8 with the Northerly right of way line of the Northwest Tollway according to Document 16726440; thence on an assumed bearing of North 58 degrees 23 minutes 56 seconds West along the said Northerly right of way line of the Northwest Tollway according to Document 16726440 a distance of 33.75 feet; thence North 7 degrees 44 minutes 56 seconds East 255.25 feet to the Northerly line of said Lot 8; thence South 82 degrees 56 minutes 03 seconds East along the said Northerly line of Lot 8 a distance of 27.48 feet to the Northeast corner of Lot 8; thence South 7 degrees 01 minutes 35 seconds West along the Easterly line of said Lot 8 a distance of 269.24 feet to the point of beginning, as described in the final judgment order recorded March 17, 1999 as Document 99260978) in Cook County, Illinois.

Parcel 4:
That part of Lot 7 in August Busse's Division of parts of the East 1/2 of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded May 15, 1928 as Document 10023115, described as follows:
Commencing at the Southeast corner of said Lot 7; thence North 82 degrees 56 minutes 03 seconds West, along the South line of said Lot 7, a distance of 27.48 feet to the point of beginning; thence North 7 degrees 44 minutes 56 seconds East, 61.80 feet; thence North 3 degrees 56 minutes 06

seconds East, 116.50 feet; thence North 82 degrees 15 minutes 15 seconds West, 44.00 feet; thence South 7 degrees 44 minutes 45 seconds West, 7.92 feet to a point on a non-tangential curve, having a radius of 420.00 feet, concave to the Southwest with a central angle of 3 degrees 33 minutes 09 seconds, a chord length of 26.04 feet and a chord bearing of South 74 degrees 25 minutes 16 seconds East; thence Southeasterly along said curve, 26.04 feet; thence South 7 degrees 03 minutes 57 seconds West, 166.87 feet to the South line of said Lot 7; thence South 82 degrees 56 minutes 03 seconds East, along said South line, 23.96 feet to the point of beginning, in Cook County, Illinois.

PIN 08-16-400-033, -035

commonly described as 2400 S Arlington Heights Rd, Arlington Heights, Illinois.

SECTION TWO: That a land use variation is hereby granted to permit a Contractor Shop in a B-2 General Business District at the property legally described in SECTION ONE which shall be in compliance with the following plans:

Floor Plan, prepared by K.F. Brandeis Architects, consisting of sheet A-2;
Phased Landscape Plan, prepared by the Village of Arlington Heights, dated May 8, 2020, consisting of one sheet;
Conceptual Rendering, prepared by Paragon Mechanical, consisting of five sheets,

copies of which are on file with the Village Clerk and available for public inspection.

SECTION THREE: That the following variations from Chapter 28, are hereby granted:

1. A variation from Section 5.1-11, General Business District, to allow the reduction of a B-2 zoning area from four acres to 2.36 acres.

2. A variation from Section 6.12-1(2), Traffic Engineering Approval for Projects Requiring Plan Commission Review, waiving the requirement for a traffic and parking study by a certified traffic engineer.

SECTION FOUR: That the amendment to the Zoning Ordinance, land use variation and variations from Chapter 28 of the Arlington Heights Municipal Code granted by this Ordinance are subject to the following conditions, to which the Petitioner has agreed:

1. The Land Use Variation shall apply to Paragon Mechanical only.

2. Any contractor vehicle, which shall be defined as any contractor truck owned by the Petitioner or employees of the Petitioner (regardless of the presence of signage) or any passenger vehicle with contractor signage, is prohibited from parking at the front of the site. Such vehicles, whether during the day or overnight, shall only park behind the building so as to not be visible from Arlington Heights Road or shall be parked within one of the interior parking spaces.

3. The Petitioner shall be required to implement the phased landscape plan prepared by the Village of Arlington Heights and dated May 8, 2020. Phase One landscape improvements shall

be completed no later than September 30, 2020, and Phase Two landscape improvements shall be completed no later than September 30, 2022.

4. The Petitioner shall install a code compliant dumpster enclosure, or alternatively, the salt dome can be used as the dumpster enclosure, provided that the dumpster is not visible from Arlington Heights Road.

5. Outdoor storage of materials shall be prohibited.

6. The following signage restrictions shall apply:

a. No ground signage shall be allowed along the on-ramp frontage or tollway frontage. The ground sign along the Arlington Heights Road frontage shall be a monument style ground sign, to be no taller than six feet in height.

b. No wall signage shall be allowed on the accessory structures located on the Subject Property.

7. The Petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

8. Within two years of ordinance approval, the petitioner shall submit a complete Plan Commission application and redevelopment plan for the property. If no application is submitted and subsequently approved, the Land Use Variation shall become null and void.

SECTION FIVE: That the Director of Building and Life Safety of the Village of Arlington Heights is hereby directed to issue permits for the facility herein approved, upon proper application and after compliance with all applicable ordinances of the Village of Arlington Heights.

SECTION SIX: 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: PADOVANI, CANTY, BALDINO, SCHWINGBECK, , LABEDZ

NAYS: ROSENBERG, HAYES

PASSED AND APPROVED this 20th day of July, 2020.

Thomas W. Hayes
Village President

ATTEST:

Rebecca Hume
Village Clerk

Land Use Variation:Paragon Mechanical

MINUTES
President and Board of Trustees
Village of Arlington Heights
Board Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
December 5, 2022
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: LaBedz, Scaletta, Bertucci, Grasse, Tinaglia, Canty, Baldino, and Schwingbeck.

Also present were: Randy Recklaus, Charles Perkins, Tom Kuehne, Lance Harris, Hart Passman and Becky Hume.

IV. APPROVAL OF MINUTES

A. Committee of the Whole 11/21/2022 Approved

Trustee Nicolle Grasse moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

B. Village Board 11/21/2022 Approved

Trustee Tom Schwingbeck moved to approve. Trustee Richard Baldino Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

A. Paragon Mechanical - 2400 S. Arlington Heights Rd. - PC#22-010 Rescheduled
Amendment to LUV Ord. 20-022, Variations

Kevin Polka, owner of Paragon Mechanical, said he purchased the former Elk Grove Township property without being aware that his business did not comply with the zoning. He said his business was less impactful than the previous operator at the site. He now has his staff store their trucks home. He said he would improve the property and make it code compliant. He does not want to increase the landscaped frontage on Arlington Heights Road but said he will put up screening, trees and islands. He asked to be able to keep his filters and fittings there. The property is diminishing in value. he needs a LUV in perpetuity and wants to exclude extending the island.

Mr. Perkins summarized the history of the former Elk Grove Township property. In early 2018, Village staff observed Paragon trucks being stored on the property and parked at the front of the site along Arlington Heights Road. Over the next several months, the truck parking continued and during mid-2018, Village staff initiated a code enforcement case against the petitioner. Sometime in 2019, Paragon illegally moved into the property and ultimately submitted a Plan Commission application in 2020 to allow for their permanent occupancy of the site. Included within the application was a future redevelopment concept for the subject property, which was taken into consideration by Village staff, the Plan Commission, and the Village Board. A temporary Land Use Variation (LUV) was ultimately approved by the Village Board.

The subject property is zoned B-2, General Business district, and contractor shops are not allowed in the B-2 district. The Land Use Variation granted in 2020 allowed the business to occupy the site on a temporary two-year basis, partly due to the presentation of the future redevelopment concept that was presented by the petitioner. As part of the 2020 approval, two conditions were attached:

> 3. The Petitioner shall be required to implement the phased landscape plan prepared by the Village of Arlington Heights and dated May 8, 2020. Phase One landscape improvements shall be completed no later than September 30, 2020, and Phase Two landscape improvements shall be completed no later than September 30, 2022.
>
> 8. Within two years of ordinance approval, the petitioner shall submit a complete Plan Commission application and redevelopment plan for the property. If no application is submitted and subsequently approved, the Land Use Variation shall become null and void.

Only part of the landscaping was installed and it has not been well cared for. Paragon has now submitted a request to modify condition #3 and proposed an alternative landscape plan dated November 11, 2022. The petitioner is also requesting a permanent LUV.

This proposition boils down to two issues; permanent land use of the property as a contractor shop, and compliance with the landscaping regulations.

Mr. Perkins explained the long-term vision for the South Arlington Heights Road corridor as a gateway to the Village. The Land Use issue has nothing to do with Paragon, it's a question of if a contractor shop is compatible with the Land Use designation. Permitting a permanent contractor shop would not provide for the gradual redevelopment of the area to meet the Village's goals.

An alternative landscape plan was presented to staff after the Plan Commission meeting in November. This revision includes: reinstalling a new 3' screen along the Arlington Heights Road, (they do not guarantee the survival as the location is open to a harsh environment) and resurfacing the parking lot. The cost is almost $100,000 for these improvements.

Trustee Bertucci asked about the conditions of the neighboring properties. Mr. Perkins explained the former Daily Herald building, which has been vacant, is now being rehabbed for medical offices. The Guitar Center is there and north of that is another vacant office building. That building is planned to be torn down along with the former Applebee's and a nearby bank for a mixed-use development. There has not been movement on that plan. Trustee Bertucci asked how long it will be for the area to get where we want it to be? Mr. Perkins said it depends, but could be a few years or more. Paragon's property was annexed into the Village. When it was sold, it reverted to R-1 zoning automatically, as do all annexed properties that do not have zoning on file. Any use other than residential has to go to be rezoned. Now it is B-2. The salt dome is left over from the Township. Trustee Bertucci asked for compromise. He asked if it was okay to limit what he's trying to do when everything around him is in worse shape?

Mr. Recklaus explained that the Village has a South Corridor Plan we would like to see happen. There are only so many areas where we have the authority to coax improvements along. The Village has the greatest authority at moments when an applicant is asking for something. When a larger development occurs, we will ask for the landscaping and site to be improved. Before us today is only this piece, so we're asking for it to be done to our standards. We don't have a lot of levers. Trustee Bertucci asked if a phased approach was possible. Mr. Perkins said Planner Sam Hubbard has spent hours on this. In 2020 we gave Paragon a phased option and they didn't follow through.

Mr. Polka countered the plan wasn't a good one. The screening died. He thinks his alternate proposal might hit the middle ground. He will get rid of the bike safety and the asphalt. He can't fully redevelop the property now. It is not a desirable property. Mr. Polka said he wants to make it look better and wants to be there in perpetuity. He said he didn't know the trucks couldn't park there when he bought the property. He said he moved the

trucks when he found out he couldn't keep them there. He thought the idea of widening the frontage green space was a bad idea. That's where the handicapped and customer parking is. He said he can't guarantee the screening will survive.

Trustee Scaletta summarized that Mr. Polka bought a building, didn't do the research, and put in a bid without due diligence. He said Mr. Polka knew there were codes and ordinances. If a building is sold, it gets rezoned. Now you are saying you were on a Zoom meeting and didn't know how to work the computer. After 2020 did you call or email? Mr. Polka said he emailed Mr. Hubbard and said it wasn't reasonable. Trustee Scaletta said he could have used salt fencing. Mr. Polka replied that he is being held to a higher standard. Trustee Scaletta said that was not true, if a property changes its use, it has to come up to code. Your new plan came forward between the last week and now. Trustee Scaletta said Mr. Polka had not even done the minimum nor made a good faith effort.

Mr. Polka responded that he spent $10,000 and the plants died. Now he is being asked to widen it. He said he has a plan and will make it better. He said that staff was unresponsive to his plight and accused them of not returning phone call requests.

Trustee Scaletta said this new landscape plan happened in between the Plan Commission and this meeting. He said Mr. Polka is trying to play that he knows what is going on, but is being tricked, and that is not true. When a property is changing its use, they improve the property they are purchasing. The Village gives out variations and Paragon didn't even do 10% of what was asked. Mr. Polka said he wants to spend $100,000 on improving the site. The salt killed the landscape he installed. Trustee Scaletta said Mr. Polka didn't make a good faith effort. At least 5 of the Trustees thought he would do the right thing.

President Hayes said he wanted the record to reflect that Mr. Polka had an opportunity to respond to the conditions in the Village Board meeting of 2020.

Trustee Tinaglia said Mr. Polka bought a building from an entity and you were uneducated and ill-advised as to what you could do with it. And now, it doesn't work for you the way you wanted it to. You're blaming everyone else for the situation you are stuck in. That's not fair. You've seen and read all the correspondence. I want to help you, but you are making it hard on me by what you are saying and by what you haven't done. If I was your partner, I'd say 'let's get something done here', not the minimum. The Village would like to see the landscaping improved and remove the angled parking. Mr. Polka wants to maintain some of it. Can we consider a one way with parallel parking that would allow for some planting beds? This would reduce the number of stalls to 6 or 8. This might accomplish both things. Mr. Perkins said that was a good idea and he would look at the dimensions. The original plan was to remove safety town and put in landscape islands. Trustee Tinaglia suggested that the issue be continued and that Mr. Polka

come back to the Board with a complete drawing/plan after a compromised is reached. No one is trying to bust his chops. We want Mr. Polka to step up to the plate and not blame others for his mistakes.

Trustee Schwingbeck said the minutes reflected that Mr. Polka would add some landscaping but a full plan wouldn't happen until Phase 2. Trustee Schwingbeck said he voted in favor of it because there would be a beautification plan for Phase 1 and within 2 years there would be a complete redevelopment plan. At the beginning of the meeting, Mr. Polka said he understood and everything was via Zoom. He was allowed to speak and ask questions. Trustee Schwingbeck checked with Mr. Polka in that meeting and asked him if he was okay with these two things. Mr. Polka did not say no. The Board took the vote based on Mr. Polka doing some minor landscaping and putting in a beautification plan. Now Mr. Polka says he didn't agree with anything. There was no "no, I disagree." If Mr. Polka had said he didn't not agree, Trustee Schwingbeck wouldn't have moved forward to approve it. He's had 2 years to do something and he didn't do it. He agreed to it. He said he wants an alternate plan, but won't approve anything if it is open ended without guarantees. Trustee Schwingbeck said he wants a plan and a commitment.

Mr. Polka said if the Board gives him an LUV in perpetuity, he will enact his plan. Otherwise, he will do the bare minimum. Financially that's all he can do. He said he will is not going to spend $150,000 for it to be not approved.

Trustee LaBedz said no one wants to see the business leave. Reading the Plan Commission minutes, Mr. Polka said the Board imposed these conditions. She said she doesn't know what his plan is, all the Board has is a marked up former plan. We were supposed to have a plan by September and we don't have it. She said she was excited about the previously proposed redevelopment because it was in alignment with what the Southern Corridor was to be and was disappointed there has not been follow through after the Board gave Mr. Polka leeway to fix the mistake. Trustee Labedz said Mr. Polka stated the building is up for sale. If so, what is the incentive to move forward with an LUV in perpetuity?

Mr. Polka said he was sorry he didn't understand the process.

Trustee Grasse said our Village wants all of our businesses to succeed and do well. The pandemic was a difficult time. There have been a lot of mistakes made and she said she didn't feel comfortable voting for this. There is opportunity to engage in more conversation and partnership. Hopefully something can come from that. She would welcome the project coming back after more communication, with something that might work for both entities.

Trustee Canty asked if a person on staff can be identified to work with Mr. Polka. Mr. Recklaus said staff is happy to work with him. He noted that realistically, if this project is continued, the Board would review it again in

February based on the other issues coming before the Board. Mr. Recklaus said in defense of staff, the positions staff took was in advocating the Board's direction. He said staff is happy to sit down and try to find a compromise. Trustee Canty said she didn't want to make a decision that was fraught or rash.

Trustee Tinaglia said because it is winter, nothing is going to be planted now anyway. He said he was behind staff; this can be better. It will be win/win when it is done. All of this conversation is worth something and no one wants Paragon to suffer and fail. He asked for Mr. Polka to have a firm idea of when he will follow through once the plan has been worked out.

Resident Martin Bauer said this location shouldn't be placed on the same requirements and restrictions as the Southern Corridor. He thinks the issues are due to this process being over regulated. He encouraged the Board to let reason prevail. As a resident, he does not need 3' of grass between the on ramp and the highway, that is not common sense. He does not believe we should put our businesses through the ringer.

President Hayes said that is why we decided to continue this.

Trustee Mary Beth Canty moved to move to continue to the next appropriate Board meeting. Trustee John Scaletta Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

Memorandum

To: Charles Witherington-Perkins, Director of Planning and Community Development

From: Sam Hubbard, Development Planner

Date: 11/30/2022

Re: Village Board Meeting on December 5, 2022 - PC #22-101: Paragon Mechanical

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Background:
On November 9, 2022, the Plan Commission held a public hearing to consider application PC #22-010, a petition by Paragon Mechanical to amend the previously granted Land Use Variation by modifying condition #3 and eliminating condition #8. Said conditions are outlined below:

3. The Petitioner shall be required to implement the phased landscape plan prepared by the Village of Arlington Heights and dated May 8, 2020. Phase One landscape improvements shall be completed no later than September 30, 2020, and Phase Two landscape improvements shall be completed no later than September 30, 2022.

8. Within two years of ordinance approval, the petitioner shall submit a complete Plan Commission application and redevelopment plan for the property. If no application is submitted and subsequently approved, the Land Use Variation shall become null and void.

There are two primary components to this application:

- The permanent land use of the property as a Contractor Shop via elimination of condition #8.
- Compliance with the code-required landscaping via modification of condition #3.

The Staff Development Committee does not support the land use and the contractor shop should cease operations. Code compliant B-2 uses on the subject property would be permissible, which uses must be evaluated for compliance upon the submittal of detailed information, along with the application and approval of a business license. Code compliant and well-maintained landscaping should be installed on the subject property within this important gateway into the Village.

Elimination of condition #8 would allow Paragon Mechanical to use the site as a contractor shop in perpetuity, and the proposed modification to condition #3 would require certain variations to waive landscape requirements (or the site can be left as non-conforming). The Staff Development Committee did not support the petition and recommended that the Plan Commission vote to recommend denial of the application.

After discussing the petition and different alternatives, the Plan Commission voted to recommend denial by a vote of 4-2. During the Plan Commission hearing, a landscape plan was presented for consideration by the Plan Commission should they be interested in eliminating condition #8. That plan is attached to this memo as Exhibit I – Village Landscape Proposal.

Upon conclusion of the hearing, the petitioner reached out to staff to discuss alternative proposals and provide additional information. The petitioner has provided a cost estimate for the work shown within the Village Landscape Proposal ($98,775 – Exhibit II). The petitioner has also provided an alternative landscape concept that they have prepared (Exhibit III – Paragon Landscape Alternative), which they propose to install by May 31st of 2023. They have also stated they would provide a performance guarantee ensuring installation of the landscaping as shown in their alternative plan, which would be provided prior to Village Board approval of the project. Paragon has stated that they would only agree to install this landscaping should condition #8 be eliminated, whereby allowing them to occupy the site in perpetuity.

The Paragon Landscape Alternative is non-compliant with the Village landscape regulations and would require two variations, or alternatively the site can be left as existing non-conforming relative to landscape requirements. The two variations identified in the Paragon Landscape Alternative are:

1. Variation to Chapter 28, Section 6.15-4a, to allow replacement of dead or inadequate plantings every 5 years where code requires dead or inadequate landscaping to be replaced immediately.
2. Variation to Chapter 28, Section 6.15-1.2(b), to allow the front parking row to terminate without the code required curbed landscape island including a 4" caliper shade tree on either side.

Paragon has stated that should the amendment to the Land Use Variation to allow their contractor shop in perpetuity be denied, they would rent an offsite location and relocate all parts, equipment, and vehicle storage to that offsite location, which would qualify their business on the subject property as a Contractor Office (as opposed to a Contractor Shop). A Contractor Office is a permitted use on the subject property and would not require a Land Use Variation. Under this scenario Paragon would only install the minimum amount of landscaping as required by Code and would be required to maintain all existing onsite landscaping which includes the landscaping along Arlington Heights Road. Any future development on the site would trigger compliance with all applicable landscape requirements, however, if a variation is granted to allow the existing non-conforming landscaping, then future development on the site could take advantage of the variation and be exempted from certain landscape regulations. The petitioner does not agree with staff relative to the minimum Code required landscaping.

Recommendation: For reasons outlined within the Staff Report, the Staff Development Committee continues to recommend denial of the application and concurs with the Plan Commission recommendation to deny the petition.

Cc: Randy Recklaus, Village Manager

UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
2100 N. 15TH AVENUE, UNIT C, MELROSE PARK, IL 60160
TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887 FAX : (244) 633 - 5048
E-MAIL: USURVEY@USANDCS.COM

EXHIBIT I

ALTA / NSPS LAND TITLE SURVEY

VILLAGE LANDSCAPE PLAN

Date: 11-9-22

0' 10' 20' 50'

Parking lot striping to be removed. No parking to occur in this area.

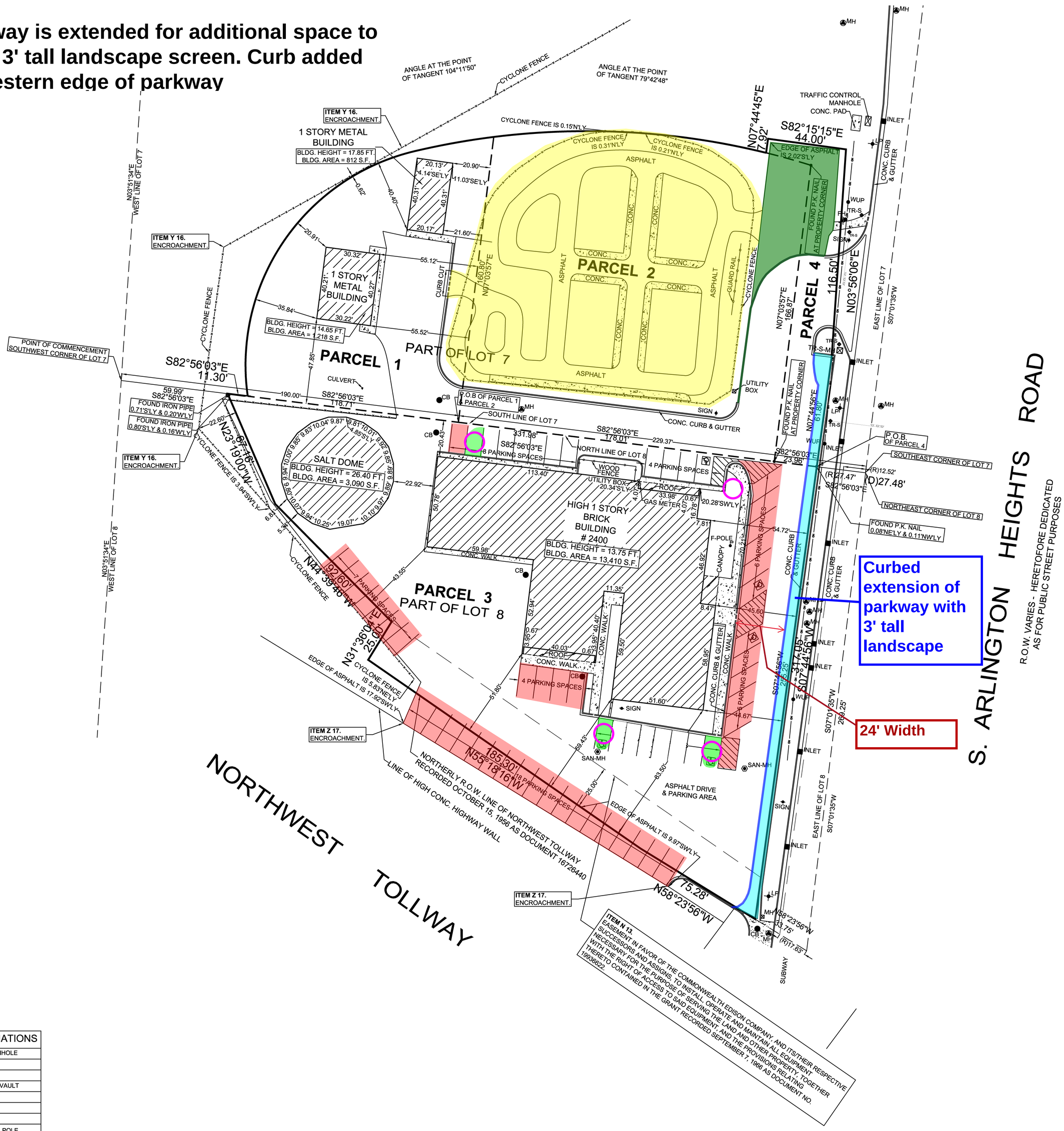
Curbed Landscape Island

4" Caliper Shade Tree

All improvements in Safety Town are removed and replaced with seed/sod

Pavement is removed and replaced with curbed landscape area consisting of seed/sod and additional landscaping

Parkway is extended for additional space to allow 3' tall landscape screen. Curb added on western edge of parkway



LEGEND	ABBREVIATIONS
SAN-MH	SANITARY MANHOLE
CB	CATCH BASIN
INLET	INLET
WVV	WATER VALVE VAULT
FH	FIRE HYDRANT
TR-L	TRAFFIC LIGHT
LP	LIGHT POLE
WUP	WOOD UTILITY POLE
TR-S-MH	TRAFFIC SIGNAL MANHOLE
MH	MANHOLE
SIGN	SIGN
F-POLE	FLAG POLE
	HANDICAPPED PARKING SPACE
(D)	DEED DATA
(R)	RECORD DATA
(M)	MEASURED DATA

ORDERED BY: ARNSTEIN & LEHR LLP	
SCALE : 1" = 30'	
DATE : JUNE 14, 2017	
FILE No.: 2017 - 25095	

DATE	REVISION
12/18/17	REVISED PER NEW TITLE COMMITMENT
10/16/17	REVISED PER REVISED TITLE COMMITMENT
8/29/17	REVISED PER TITLE COMMITMENT DATED 8/15/17

EXHIBIT II

SCARAVALLE
PROPERTY SERVICES

Date	11/12/2022
EST#	E20221163

Estimate / Contract

Paragon Mechanical
Kevin Polka
2400 S. Arlington Heights Rd.
Arlington Heights, IL 60005

Customer Phone	
Customer E-mail	kevin@pmcomfort.com

Estimator	

Project

Scope of work	Cost
Site work	
Excavate and remove asphalt at (3) areas. Form and pour new 6" barrier curb to create planting islands (6" x 18" x 150 lin.ft.). Concrete thickness: ?". Stone base: ?". Concrete mix design: 4,000 PSI. Concrete reinforcement: #4 rebar.	7,500.00
Excavate and remove asphalt at main entrance area off of Arlington Heights Road. Form and pour new 6" barrier curb to define landscape/turf area (6" x 18" x 150 lin.ft.). Concrete thickness: ?". Stone base: ?". Concrete mix design: 4,000 PSI. Concrete reinforcement: #4 rebar.	6,750.00
Excavate and remove asphalt at parkway area. Form and pour new 6" barrier curb to extend parkway planting area (6" x 18" x 320 lin.ft.). Concrete thickness: ?". Stone base: ?". Concrete mix design: 4,000 PSI. Concrete reinforcement: #4 rebar.	14,400.00
Plant (4) 4" caliper shade trees at designated areas on plans.	6,000.00
Demo and haul away all debris from "Safety Town" area (all small shed like structures, traffic lights, RR crossing lights, ect., concrete and asphalt pavements, fence and guard rails) . Leaving healthy trees and shrubbery creating a mature landscaped area. Prepare ground with topsoil and install sod.	51,625.00
Plant bushes, shrubs, flowers, ect. in newly created planting area at parkway planter. Using materials that will withstand high winds, excessive amounts of snow, and harsh deicing materials (sizes of plants will average three foot tall).	12,500.00
Note: 1) Asphalt repair, resurfacing or striping not included in this bid. 2) Work to be completed according to plans received. 3) All work to be completed by May 31st, 2023 (weather permitting). 4) All permits to be applied by other. 5) Watering of plants, trees, and sod by others.	
By signing this agreement you acknowledge attached Terms of Contract. SIGNATURE	**TOTAL** **$98,775.00**

The above work does not include any unforeseen conditions including, but not limited to:
1) Excavation of any dirt, clay, or debris under existing pavement. SCI assumes that existing pavement will have a stone/gravel base according to village codes. In the event excavation and hauling of such materials is necessary to achieve the suitable stone/gravel base, there will be an extra charge for this service. 2) Concrete removal beyond eight inches (8") thick, there will be an extra charge for this service.

Payments: - 25% deposit is due at time of signing – Percent due at stages of job - Balance, including any extras, minus any payments due upon completion (after pouring of concrete). If payment is not made upon completion as specified above, then a charge of 2.0% per month interest shall be made until full payment is received. The undersigned acknowledges that they have read and know the contents of this contract and any attachment to this contract, and that they understand that no other agreements verbal or otherwise are binding on the parties hereto, and that same contains the entire contract and understanding of the parties. Any payment made with credit card will incur a 3% convenience fee.

NOTICE OF CANCELLATION: You, Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction without penalty. Do not sign this agreement before you read and understand it. This contract is subject to all terms and conditions set forth on the attachment to this contract. By executing this agreement, Buyer acknowledges all the terms and conditions herein and acknowledges receipt of a copy of this contract.

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EXHIBIT III

ALTA / NSPS LAND TITLE SURVEY

PARAGON LANDSCAPE ALTERNATIVE

Date: 11-18-22

Parking lot striping to be removed. No parking to occur in this area.

Curbed Landscape Island

4" Caliper Shade Tree

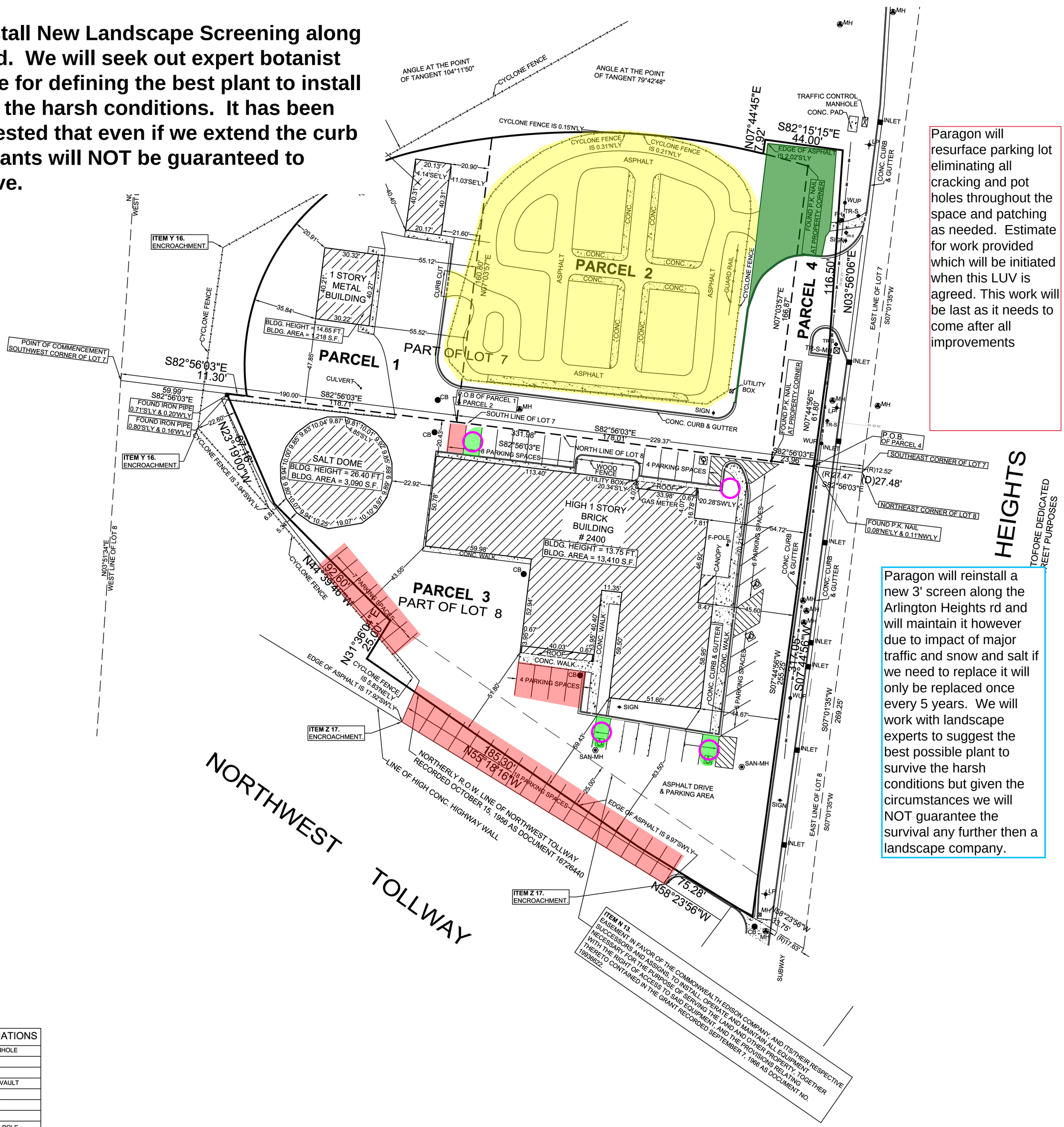
All improvements in Safety Town are removed and replaced with seed/sod

Pavement is removed and replaced with curbed landscape area consisting of seed/sod and additional landscaping

Reinstall New Landscape Screening along AH Rd. We will seek out expert botanist advice for defining the best plant to install given the harsh conditions. It has been suggested that even if we extend the curb the plants will NOT be guaranteed to survive.

Paragon will resurface parking lot eliminating all cracking and pot holes throughout the space and patching as needed. Estimate for work provided which will be initiated when this LUV is agreed. This work will be last as it needs to come after all improvements

Paragon will reinstall a new 3' screen along the Arlington Heights rd and will maintain it however due to impact of major traffic and snow and salt if we need to replace it will only be replaced once every 5 years. We will work with landscape experts to suggest the best possible plant to survive the harsh conditions but given the circumstances we will NOT guarantee the survival any further then a landscape company.



LEGEND	ABBREVIATIONS
SAN-MH	SANITARY MANHOLE
CB	CATCH BASIN
INLET	INLET
WVV	WATER VALVE VAULT
FH	FIRE HYDRANT
TR-L	TRAFFIC LIGHT
LP	LIGHT POLE
WUP	WOOD UTILITY POLE
TR-S-MH	TRAFFIC SIGNAL MANHOLE
MH	MANHOLE
SIGN	SIGN
F-POLE	FLAG POLE
	HANDICAPPED PARKING SPACE
(D)	DEED DATA
(R)	RECORD DATA
(M)	MEASURED DATA

ORDERED BY: ARNSTEIN & LEHR LLP	
SCALE : 1" = 30'	
DATE : JUNE 14, 2017	
FILE No.: 2017 - 25095	

DATE	REVISION
12/18/17	REVISED PER NEW TITLE COMMITMENT
10/16/17	REVISED PER REVISED TITLE COMMITMENT
8/29/17	REVISED PER TITLE COMMITMENT DATED 8/15/17

APPROVED

PLAN
_____
_____
_____

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

COMMISSION

RE: PARAGON MECHANICAL - 2400 SOUTH ARLINGTON HEIGHTS ROAD - PC #22-010
AMENDMENT TO LUV ORDINANCE #20-022, VARIATIONS

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 9th day of November, 2022 at the hour of 7:30 p.m.

MEMBERS PRESENT:

MARY JO WARSKOW, Acting Chairperson
LYNN JENSEN
JOE LORENZINI
BRUCE GREEN
GEORGE DROST
JOHN SIGALOS

ALSO PRESENT:

SAM HUBBARD, Development Planner

ACTING CHAIRPERSON WARSKOW: All right, let's get started and call the meeting to order. Everybody stand for the pledge.

(Pledge of Allegiance recited.)

ACTING CHAIRPERSON WARSKOW: All right, roll call?

MR. HUBBARD: Commissioner Cherwin.

(No response.)

MR. HUBBARD: Commissioner Drost.

COMMISSIONER DROST: Here.

MR. HUBBARD: Commissioner Ennes.

(No response.)

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. HUBBARD: Commissioner Jensen.

(No response.)

MR. HUBBARD: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. HUBBARD: Chair Dawson.

(No response.)

MR. HUBBARD: Acting Chair Warskow.

ACTING CHAIRPERSON WARSKOW: Here.

All right, so we have minutes from the last Plan Commission hearing. Do I have a motion to --

COMMISSIONER DROST: I'll make a motion to approve it.

COMMISSIONER GREEN: I'll second that.

ACTING CHAIRPERSON WARSKOW: All right, voice vote. All in favor say aye?

(Chorus of ayes.)

ACTING CHAIRPERSON WARSKOW: Anyone opposed?

(No response.)

ACTING CHAIRPERSON WARSKOW: All right, so we have the first and only petition before us today, Paragon Mechanical, PC #22-010.

Sam, have all the public notices been given?

MR. HUBBARD: They have.

ACTING CHAIRPERSON WARSKOW: All right, so if the Petitioner would like to come up to the podium?

MR. POLKA: Good evening.

ACTING CHAIRPERSON WARSKOW: If you would like to raise your hand?

(Witness sworn.)

ACTING CHAIRPERSON WARSKOW: Okay, can you give us your name?

MR. POLKA: Kevin Polka.

ACTING CHAIRPERSON WARSKOW: All right, and if you have a presentation, go right ahead.

MR. POLKA: I do, thank you. But first thing, I just wanted to thank everybody, you guys, Staff and the Board. I know all the time and effort you've put into all these things and making our community great, I appreciate it.

I represent Paragon Mechanical. We are a unique HVAC business that's been in Arlington Heights about 15 years now. We have a very unique offering as far as our motivation as energy saving products. We've grown here, we have a great team. That's probably one of the best things about us and one of the reasons why we continue to try to grow. There is no trick to it, it's just good people that work really hard.

I understand as you'll hear when we first, in any business there is marketing, and when we first bought the property in question we learned very quickly that there weren't supposed to be trucks parked visible. I'll be honest, at first, I didn't understand it. I just didn't, I think I was narrow-minded. But since then, we have adopted policies in our company and we understand the importance of not having trucks visible. I think it ruins the look of the area, and I totally respect that, totally understand that. We don't have any trucks visible.

Just so you know, so you get an idea, we don't manufacture anything. We don't assemble anything. Our office is mostly office. We do house filters and copper fittings, and if a truck happens to be in overnight, it stays into a garage.

We love being part of the community. This is the 2016 parade. I don't know if, I think it's been a while, we didn't do the parade last year, but we look to get into it again, and this is the 2016 parade. We like being a part of the community and growing with the community.

This is our previous building, 11 North Arlington Heights Road. We occupied that building in 2010 through 2020. Very similar situation as a B-2 District and we had to apply for a variance at that time for the same thing because they categorized us a contractor shop. But at that time, the Village Staff said that they propose that we don't alter the community, they approved us being there. We were there for 10 years, not one citation, violation or anything, and we backed up right to a residential area. The building was vacant before we got it and we went to sell it. I think because of the improvements or maintenance that we did, it sold right away.

You know, a big part of the reason why we're here is the South Corridor Plan. So, I don't know if you're familiar with the property but the property in question is the old Elk Grove Township property specifically mentioned in the South Corridor Plan. As Staff mentioned in their Staff report, absolutely, since my original land use variation two years ago, there were some improvements, and specifically there's a beautiful car wash that went up, Driven. We go to school with the owners and they just made a nice place there. The District 214 building which is right across the street which is one of the seven named properties, that was recently rehabbed, but that does have big trucks and outside storage in that facility. And yes, absolutely, Daily Herald building, and there's a sign going up on the BP gas station.

I just wanted to mention that of the seven mentioned properties in the plan of the South Corridor, there hasn't been any movement. They're still all vacant, except for District 214 and then our building right now. The only change really was I think the rehab on the District 214 building.

Just to make everybody familiar, I just put this up there, you probably already are familiar with it, but these are the seven named locations in the 2018 South Corridor Plan. This is taken from the book. Our property is the one, the lower left side, that's the one that we're talking about right now. These are just quick pictures of like the vacancies that are there, no one is at.

This is just a photo of how you can see the outside storage from the District 214 building, which I'm not a fan of, but you know, either way. Here I put this up as an example of I don't want this in my neighborhood and I could absolutely understand how you wouldn't want to encourage this especially in any kind of gateway or anywhere, right? That belongs in an industrial park. We strictly enforced and have abided by the rules in the LUV that we got in 2020.

This is just a recap of, in 2020, when we first got the building, we came in for a land use variation. They gave us conditions of occupying it. We've abided by all of them. We even did a landscape screening which we'll talk about in a second here, but the landscape islands, to put it in context, we had our meeting over Zoom and it was during COVID and it was crazy for us and for everybody alike. I tried to get the things all going, I tried to get the landscape islands going. I was told by landscapers that it would be difficult given the lot conditions, and I'll show you why in a second.

As far as another condition was and why we're here today was that I was supposed to provide and get approved a set of plans for redevelopment because I had mentioned that I do want to redevelop the property. It's one of the reasons why I got it. However, I can't get bank financing the way that the stipulation is on the LUV. Bank financing requires me to occupy two-thirds, and if they don't see that we're occupied, they're not going to finance anything. Given the condition of everything, I couldn't do the redevelopment right now, so I'm asking to waive that requirement of being there to help promote the future redevelopment.

As far as the redevelopment, I absolutely want to realize the full potential. I had talked about it last time, and I do, but again, there is no financial institution that will support us, finance us without having permanent occupancy. That's just where it is. Without saying that we can be there, we can't get the funding. The project, just to provide the plans that were wanted was in excess of $150,000, just to provide the plans for the redevelopment that we talked about. That's just, there's no way to get the funding for it.

In lieu of the immediate redevelopment, with that still in the back of my mind at least, I do have a really good proposition to help make that property beautiful and that's what I really want to show you. This is the plan, and I'm going to zoom in on it and kind of just explain it. Right here, this is the focal point of what we want to do to help make this property more beautiful. Keep in mind, it was owned by the Elk Grove Township. They did a great job of maintaining it and keeping it up, but the property is unique, right. It's very, very unique.

What we basically are proposing is turning all of the old bike safety with the little towns and the asphalt into green space, just green. Leave the trees, some of the trees are beautiful, they've got some gorgeous trees there. I've gotten a lot into woodwork in my older years and I really appreciate, it is nice. We want to leave the trees and turn everything into grass. We want to resurface the lot and re-stripe the lot according to the Village's agreed 17 parking spaces. We want to plant shade trees, they look nice, you know.

What we don't want to do is the landscape islands. The landscape islands, and you'll see as we go through some of the codes, this lot specifically I think addresses why the code was written certain ways because it's not conducive. The driveway, if you see the areas in red, we're asked to put islands there, but they are restrictive if you drive around. They're restrictive for a snowplow. They're hitting blind spots, and they're adding cost to this whole thing, tripling our budget whereas, and you'll see to the code, we feel like we don't need them. That's what I want to show you next.

So, this is our lot again, I just wanted to show you this is the building

in question, 2400 South Arlington Heights Road. That's another picture of it. There's two things that you're going to hear about today and talk about today aside from putting aside the requirement for the redevelopment plans. There is going to be a conversation about the screening, the screening which is required when you have parking that is in front, in the road frontage. The code indicates that you should have screening. We put screening in there, but as the landscapers explained to us initially, it died. It didn't do well. The space between the road and the parking and the drive area is very narrow, but we did put the screening in there.

But the code, I want to point out how the code specifies that if you don't have parking in front of that frontage area, it says you don't need the screening. So, because we only need 17 parking spaces and we're going to re-stripe to accommodate for 17 spaces, we're going to eliminate the parking in the front so that we don't need the screening. We will keep it there and we'll maintain it. We do, we water it, I mean, I asked the landscaper about maintenance. I said because the Staff mentioned that we didn't maintain it and that's why it doesn't look well, and I'm not a landscaper, I can fix anybody's furnace or water heater, but I don't know landscaping, so I asked the landscaper. I said to him, and he said the only thing we could do is put up some fencing, but he said being so close to the street, that that fencing would fall down, that fencing just wouldn't survive the winters. So, I don't think there is a reasonable solution other than widening that, and that is going to take a redevelopment. We'd love to do that in the redevelopment. We can't do that right now. We can't afford to do that right now.

This is the screening in question. It goes all the way down the road frontage. If you look at, I forget what they're called, I think Karl Foersters? They go all the way down Arlington Heights Road, right in front of the building. But you can also, if you look closely, maybe this wasn't a good enough picture, but it's very narrow. From where our street is to where our asphalt is, it's very narrow. As the plows come by, they just, you know, naturally. Not that it's their fault, but it's just because it's narrow, I think it's hard to keep anything living there.

Here's just some other examples. Again, I just wanted to point out, you know, District 214, no screening at all. This building, no screening at all. This building has some amount of screening, I think those are Karl Foersters, why those are bigger I don't know, I don't know if that's the intent or not but I don't think that that's really screening.

The second thing is the landscape islands. The second thing we're going to talk about that the Staff is going to bring up is the islands, the requirement for the islands. They want islands at the ends of each row. We don't feel that, there is a discrepancy on the way that we're interpreting the code. The code here, keep in mind this was rewritten, I think it was 1986 that this was rewritten, and it was put in there open parking areas larger than four but smaller than 20 spaces shall provide proportional amounts of live greenery. I think someone had the foresight, the vision to realize that if you have a unique lot that has certain parking spaces but maybe they can't do islands, they should just have greenery.

The islands truly propose a concern of the flow of the cars moving there and eyesight. There are some that legitimately would be a problem. I think that the code reads here very clearly. What you see on the left, I think you see it on your screen, that's written right from the code, open parking areas larger than four but smaller than 20 spaces shall provide proportional live greenery and not the landscape islands. Our required spaces are 17 as confirmed by the Staff, of which we have like six to be able to put inside.

So, we want to make it beautiful. Don't get me wrong, we want to make it look good, but we also want to be smart about it. It's a big expense just doing our plan, but we also want to keep in mind that in the future, if we can build that building, we want to be

able to. What the Village is proposing would be three times the expense, and we just can't afford it, but what we're proposing does more, it actually takes the entire bike safety and turns it into greenery which I think is beautiful. Though islands may look nice, I just don't think they're conducive for this unique lot.

So, in short, I just wanted to say thanks again. We're just a heating and cooling. This is a family business that we're looking to, you know, just grow. Honestly, I can't say, you know, it's not for me personally, it's for my team. I owe it to them for us to grow. Some of you may know us from the old building or from the new, but it's for them.

In short, I'm asking you to support me in waiving the condition for number eight which is forcing us to say submit a plan for redevelopment, we can't financially do it, and to consider our plan of putting life back into that property in a great way. That's it. If you have questions about our plan, please ask me. I'd be happy, so I thought, I think you're going to take the slide off, right? Is that it?

ACTING CHAIRPERSON WARSKOW: Yes, that's it from you.

MR. POLKA: Thank you.

ACTING CHAIRPERSON WARSKOW: That's it, and you're welcome.

Okay, we'll have the Staff report now from Sam.

MR. HUBBARD: Sure. Thank you, Chair Warskow, I will get into the Staff report as soon as it opens.

All right, so the subject property is 2400 South Arlington Heights Road. As the Plan Commission may recall, the Petitioner appeared in front of the Plan Commission in 2020 for approval of a land use variation to allow a contractor shop in the B-2 District, and the rezoning of a small portion of the site from the Residential Zoning District into the B-2 classification. The land use variation and rezoning was ultimately approved in 2020, but at that time the Staff Development Committee recommended denial of the land use variation for several reasons. The Staff Development Committee did not believe that the use was compatible with some of the neighboring property uses in the vicinity. We did not believe that it was within the spirit and intent of the Zoning Code, and it was not compatible with the South Arlington Heights Road Corridor Plan.

Ultimately, the Plan Commission recommended approval of the application subject to certain conditions, perhaps most notably with regards to the phased landscape improvements which were meant to bring the site in line with current code requirements and mitigate for the contractor shop use. Ultimately, the Village Board upheld the Plan Commission recommendation, but they did add one additional condition, and that was a requirement to redevelop the site within a two-year timeframe. Specifically the condition was to submit a complete Plan Commission application for redevelopment of the site which needed to be subsequently approved. It did not require the full redevelopment within that two-year timeframe. This timeline essentially rendered the land use variation as temporary, only valid for two years unless that condition was met; otherwise, the land use variation would be null and void.

So, the Petitioner is seeking to amend that land use variation to eliminate that condition number eight relative to the redevelopment timeline, and modify condition number three which is relative to phased landscape improvements. As part of their request, it does entail certain variations, specifically to some of the on-site landscaping, and I'll get into a little bit more detail subsequently.

They did appear before the Conceptual Plan Review Committee in July. The minutes of that meeting were provided as part of the Plan Commission packet.

Here's an aerial of the site. The site is about two and one-third acre in size. On the east side is South Arlington Heights Road which is a major arterial. To the south is the I-90 Tollway which is a major interstate that goes through the Chicago land area. The site has great access. It's got a signalized intersection at its entrance. It provides great access for outbound traffic from the tollway, and it has excellent visibility not only along the South Arlington Heights Road corridor but also along the on-ramp and then of course from I-90. So, while this may not be the most highly sought after site for redevelopment in the Village, the Staff Development Committee does believe that the site does have some tangible characteristics that make it attractive for the right commercial user who could implement a redevelopment plan that would really enhance this gateway into the Village.

As a reminder, here's the South Arlington Heights Road Corridor Plan. It outlines a vision for redevelopment of this corridor and certain strategies to accomplish that vision. It does call out specifically this site and recommends some specific goals for redevelopment and standards. It calls for commercial uses on the site, and it does call for enhanced landscaping along Arlington Heights Road.

The Staff Development Committee does acknowledge that some of the goals and visions within the South Arlington Heights Road Corridor Plan have not yet been realized, but there has been some progress since this plan was approved in 2018 and since the land use variation for Paragon was approved in 2020. The Staff report referenced a few of these improvements, Mr. Polka referenced a few this evening. The Driven Car Wash, the interior remodel to the Daily Herald building are some of the more notable ones.

So, specifically in 2020, the conditions of approval that we're discussing this evening relate to implementation of a phased landscape plan. The first phase was to be installed by May 8th of 2020 -- I'm sorry, was to be installed by September 30th of 2020, and the second phase was to be installed by September 30th of 2022. Then within two years of approval of the ordinance which was May 8th of 2020 -- no, I'm sorry, not May 8th of 2020, it was sometime in August of 2020, the redevelopment of the site had to be proposed and an application submitted and approved, otherwise the land use variation would become null and void.

So, again, the Petitioner is proposing a modification to that phased landscape plan. Here is what they're proposing. It would involve the immediate removal of the Safety Town area located at the north of the site. It would involve the installation of four shade trees, one, two, three, four, at two-inch caliper size, and then possibly a fifth shade tree at two-inch caliper size. It would also involve a resurfacing of the parking lot and removal of some of the parking space striping specifically along the southern areas of the building and the eastern area of the building.

This plan would require several variations. The first one would be to waive some of the code-required landscape islands at the ends of all parking rows. So, here you can see in purple circles where those landscape islands would be required. Then it would involve the waiver of the code-required three-foot tall landscaping screen along Arlington Heights road. Additionally, I would note that the shade trees proposed at two-inch caliper would not meet code. They are required at four inches in caliper, and that variation would be part of their request.

Here's the phased landscape plan that was approved as part of the 2020 land use variation. The first phase is shown as everything to the right of this line, to the east of this line. It would involve the installation of a three-foot tall screen along Arlington Heights Road, and four curbed landscape islands with shade trees. That was to be completed by

September 30th of 2020. The only part of this plan that was implemented was the installation of the three-foot tall landscape screen, which again, has not taken very well. It needs to be maintained and replaced as necessary. The second phase of landscaping was to the west, and they involve four additional curbed landscape islands and six shade trees to comply with code.

The Staff Development Committee is not in favor of the application as we were back in 2020, and we are recommending denial for several reasons. Again, we do not feel that the proposed contractor shop is consistent with the criteria for land use variation approval. It's not compatible with the existing uses and zoning of nearby properties, and we feel like it would alter the essential character of the locality. We don't believe it's in harmony with the spirit and intent of the zoning code, specifically a contractor shop would not provide for the gradual elimination of nonconforming uses of land which adversely affect the character of the area. We don't believe that the proposed use is the minimum necessary variation to allow for reasonable use of the site. It's a substantial departure from the permitted uses that are allowed in the B-2 District, and we don't believe that the property has sat vacant for a substantial period of time.

The proposed use is not compatible with the South Arlington Heights Road Corridor Plan. The plan calls for commercial uses on the site and it recommends enhanced landscaping along Arlington Heights Road. The requested variations are not compliant with this recommendation. We believe that if a contractor shop is to exist here, that the landscape improvements are needed to mitigate for that use of the property. We also believe that the Village Board was clear in their desire to see the property redevelop via condition number eight. If redevelopment was not submitted and approved, the land use variation would become null and void.

Again, our recommendation is for denial of this application. This is not a reflection of our feeling towards the Petitioner or Paragon as a business. This is strictly a land use issue here. Again, the Village Board adopted the South Arlington Heights Road Corridor Plan and this use does not fit in with the recommendations of that plan. The site does have certain assets that could attract a type of commercial redevelopment as envisioned in the plan.

I'm happy to get into detail regarding some of the landscape issues raised by Mr. Polka this evening if that would be of benefit. I am prepared to assist in any conditions of approval if the Plan Commission is so inclined to recommend approval of this application. But I want to be very clear that Staff Development Committee is not supportive of this land use variation, and we would only assist with these conditions of approval if the Plan Commission felt that approval of the land use variation was warranted. So, thank you.

ACTING CHAIRPERSON WARSKOW: Can I get a motion to --

COMMISSIONER DROST: I'll make that motion.

COMMISSIONER JENSEN: Second.

ACTING CHAIRPERSON WARSKOW: All right, it's a voice vote, right?

MR. HUBBARD: Just to be clear, that was a motion to accept the Staff report into the record?

COMMISSIONER DROST: Accept the report, correct.

ACTING CHAIRPERSON WARSKOW: I didn't get to finish mine. That's a voice vote, right, Sam? Yes, okay.

All in favor?

(Chorus of ayes.)

ACTING CHAIRPERSON WARSKOW: Anyone opposed?

(No response.)

ACTING CHAIRPERSON WARSKOW: All right, motion carries.

Do we have any initial questions from the Plan Commissioners before we potentially open up to public comment?

I'll start at this end. Lynn?

COMMISSIONER JENSEN: I want to ask the Petitioner further questions. I've been reading through all the documents that are in this packet that we have. You indicated a sort of transitional period, actually, I think the one thing that wasn't pointed out in the documents we have in the Staff report is we were going through the pandemic right after you came before the Plan Commission.

MR. POLKA: We were in the pandemic.

COMMISSIONER JENSEN: Right into the pandemic. So, I was not fully aware of that when I read the Staff report, I thought, well, here we are again, you're two years down the road and you didn't pay attention that you need to do some things. But it became clearer to me that since we were in the middle of the pandemic, a lot of people didn't do the things that they might have wanted to do, and businesses may have failed or changed their plan or whatever. So, I'm sympathetic to your situation after I read the background on it.

MR. POLKA: Thank you.

COMMISSIONER JENSEN: And assuming there were some transitional issues with the landscaping and developing the plans and so forth, let me ask you if you were to, if the Village were not a consideration, what would be the final kind of concept you would have for this property and your business on that property? If you didn't have to worry about getting the landscaping done a certain timeframe, if you didn't have to worry about a redevelopment plan in a certain period of time, what is this going to look like in your mind when we're down the road and you've got it fully developed according to the vision you have? Does that actually fit in with the Corridor Plan once you brought the --

MR. POLKA: 110 percent.

COMMISSIONER JENSEN: Can you describe it in a paragraph, a short paragraph?

MR. POLKA: Sure.

COMMISSIONER JENSEN: What you see this is going to look like once it becomes your vision.

MR. POLKA: And I appreciate your asking that. I think that got me into trouble in 2020 when I first came here because I tried to show my vision, right? I lived here once and I look at big buildings and I think, God, look at what people can accomplish in one lifetime. For me that's amazing, right?

I have a grand idea of building something beautiful there, and trust me, it doesn't resemble anything like a contractor shop, you know. Yes, in order to fund it, we would have to occupy it two-thirds in the beginning, but it's a three-story, all-glass building with an anchor site that has a drive-through like a Starbucks or a Protein Bar, and offices in the front with a balcony, and it's beautiful. It's something, you know, I could be proud of to show my kids and say, hey, look at what we did, and everybody that works with me, hey look, this is what we did, you know.

COMMISSIONER JENSEN: Well, I'm not as interested in what the building looks like although I like the renderings and stuff. I mean, what activities would be done there as opposed to what you were going to do in the transition period? Because the Staff has some

concerns about the activities, you're not commercial enough or whatever. So, I'm trying to figure out what is the residual business once your vision is achieved?

MR. POLKA: Yes, no, and again, I appreciate that question. Our offices and our business is, I understand the Village's concern. I don't want trucks to be piled up there and look like a contractor shop and have outside storage. Our business has a lot of office work, you know, we have people that look at plans. We have, I think my business is all about training people. I mean, everybody has had that story where a guy comes in your home and then someone's got to come back, right? We've all, probably if you own a home, you had that story. The guy probably wasn't trained enough.

Everyone knows about after COVID, like you can't find people to do labor. You can't. You know, I believe truly and wholeheartedly that my business' success is about training, and training even guys that know a lot. They still need to learn. I want to have a building that can house training, that can educate guys, educate them on a piece of equipment or educate them with book and drawings, right?

We have no need for, and I don't know if I explained this well, but because of the Staff and them pointing out how bad trucks look, we incorporated it in our business plan that all guys take their trucks home. Nobody keeps their trucks on site. They go right from their home to the jobs. Our business is a little unique, and we're never going to be huge like some other people. We have no aspirations for that.

We want to be the people, when someone is building a home or doing a large commercial project and they want it to be energy efficient, we want them to come to us to do all the design and then the build and then the maintenance of it. That's what we want to be known for. I'd love to put solar panels and windmills on the property, to be honest because I'm kind of a geek in that stuff. I just want to play around with that, right? I want to see the different savings they could have.

But whether we, and I don't know if I answered your question --

COMMISSIONER JENSEN: Well, you've given me a better sense, and I probably, because I don't want to take all the time, I'm going to ask Staff on the other side what is the business that you envision that will be consistent with the corridor plan that you think that the Village thinks it wants in there and will be able to actually encourage and cause that business to locate there? What is it you are concerned about, you know, in essence, what does he envision that doesn't quite meet what you feel needs to be, what you eventually feel need to be in that site?

MR. HUBBARD: Sure, and I think the future vision is one thing. I think that would be more compatible with what is outlined in the Comprehensive Redevelopment Corridor Plan for the South Arlington Heights Road, but I mean, specifically, the plan calls for commercial uses. So, I mean, that can entail a wide range of uses. We're not going to assign a specific 'this is what we want to see here' type of use.

But, I mean, for an example, I don't know if you're familiar with the Walter E. Smithe site on Rand Road and 53. That site is very similar to this. So, we can envision something very similar to that occurring here. But you know, we're open to a wide range of commercial uses. We're not going to specifically request one thing or another.

COMMISSIONER JENSEN: Well, is it the tax revenue you're concerned about primarily or is it the aesthetics? What is the --

MR. HUBBARD: Well, I think the aesthetics of the site are, I think it's both. I mean, the aesthetics of the site are not the greatest. You know, as it exists, there is really not

much of an opportunity for the landscaping as outlined in the Comprehensive Plan. You know, commercial uses have a different tax, you know, generating function compared to, you know, a contractor shop. So, I think it's twofold.

COMMISSIONER JENSEN: I'm going to let other people have their questions, but I want to avoid doing what we almost did with the Kensington School. They're on Kensington. Our plans go for them being mixed use and it stayed vacant for a very long time. We had a broker to come in and tell us that will never be developed as a mixed use or commercial. We finally agreed to a school there.

I'm not so sure that this property, this piece actually isn't a good tie with what the Petitioner wants to propose. So, I'm a little, I'm not too inclined to just basically say it doesn't belong there because I think sometimes we make miscalls, we have some idea of what the property could be developed into that may not be realistic. So, I liked a lot of the stuff that I saw in the packet, the stuff that you gave us. I liked it last time. I've forgotten a lot of the discussion and I went back over everything again that we had in discussion before. I've got some other questions, I'm going to stop at this point and let other people ask questions.

COMMISSIONER LORENZINI: Sam, so are they considered a commercial use or not?

MR. HUBBARD: I mean, they're a quasi-commercial use. They provide a service. I'd characterize it more as a service use. A contractor shop is allowed in non-commercial areas. It is allowed in the B-3 District.

COMMISSIONER LORENZINI: So, if they did the landscaping and they came forward with a plan, I kind of remember the rendering, it was very nice, a couple of years ago. If they came forward with a plan, then that would be acceptable to your Department and the Village Board?

MR. HUBBARD: I mean, it's hard to say. I mean, I don't know what the plan, what this future plan exactly entails. It would have to be evaluated from a strict use standpoint.

COMMISSIONER LORENZINI: But if it met all the requirements, obviously it could be approved I would think?

MR. HUBBARD: Yes, I mean, it's going to depend on what exactly is being proposed on the site and the use. I would think it's definitely more compatible than what's there now.

COMMISSIONER LORENZINI: Right.

MR. HUBBARD: But you're putting me in a tough position. I can't say.

COMMISSIONER LORENZINI: Right.

MR. HUBBARD: I mean, we only have a general concept without any details, so I can't --

COMMISSIONER LORENZINI: But it's not like his business is not wanted there no matter what. If they came up with a proper plan, it would probably be okay.

MR. HUBBARD: Again, we would absolutely take a look at it, yes. I think it could potentially be okay.

COMMISSIONER LORENZINI: All right, can you explain a little more about the financing? You said the bank won't give you financing because you can't stay there? Explain that please.

MR. POLKA: Yes. So, we bank at Chase, and she's my banker, I've known her for a long time and I think that I'll probably invite her to the Board meeting, she couldn't make

it today, but in order to get financing to redevelop the property, I have to occupy two-thirds of it. I'm not an independent developer, right. I'm not, I fix furnaces for a living, right. We've done well and I've been very fortunate, but I can't just afford, I don't have $10 million in the bank to say, hey, let's do it.

COMMISSIONER LORENZINI: Right.

MR. POLKA: If I could, if I did I would. We have to finance it. The bank financing for us requires that we remain two-thirds occupying it in order to develop it and build it. Will we stay there forever? I mean, probably not. It's not built, the vision isn't to be a big Paragon thing, but to be a big beautiful building --

COMMISSIONER LORENZINI: Right.

MR. POLKA: -- and we cannot get any financing. The request that was made last time was in excess of $100,000 just to submit the required plans and get that subsequently approved --

COMMISSIONER LORENZINI: Right.

MR. POLKA: -- and we can't get financing for any of it.

COMMISSIONER LORENZINI: Right. So, it seems like it's almost a no win situation for you. If you are able to build this building, it sounded like you're going to be able to afford to build this building?

MR. POLKA: We don't have $10 million in the bank, but our bank would absolutely finance us if we occupy it. If we have permanent occupancy, we can get financing for it.

COMMISSIONER LORENZINI: Right, but you wouldn't be able to permanently occupy two-thirds of a building that size, or such a size that you're thinking of building.

MR. POLKA: I would disagree. I think that we can, when we, if you want to look at our business portfolio and how we're planning on growing.

COMMISSIONER LORENZINI: Okay, but what kind of, and I appreciate your business, you're a hardworking guy, I'm sure, but it seems like your ultimate goal, well, two years ago we were kind of in the same situation. You said we're going to grow and build something in two years, but it hasn't happened, but you still think your business is going to grow enough, produce enough money to build this development that you ultimately want to build?

MR. POLKA: I would eventually love to be able to build something there, I would. But that's probably confusing. The issue right now is that we want to occupy it as it is and make it better than it is now and better than all the other vacancies. Something to be noted is that ever since this happened again, we've had the building for sale. There is not inquiries. You know who inquires? Other contractor shops, and the real estate agent tells them no. There's not even a price. You can go on LoopNet right now, you can see it's been listed.

The idea that something greater is going to come along, we're going to leave another property vacant, you know. If that's what's needed, I mean, but you're right. I may not build the building in a year. I'm not telling you that, I'm a heating and air guy. I'm building my business first, and yes, there's a goal to build the building but that is second. I'm building my business first, and that's just how it has to be, you know, because I'm not a developer.

COMMISSIONER LORENZINI: One other minor point, you made a statement that your plans are going to look better than the plans that the Village wants. Does that relate to landscaping?

MR. POLKA: For sure. The Village in our back and forths, they say about the islands, but truly when you look at that property it's the bike safety that needs to go away. Getting rid of the bike, I mean, if I could paint the picture, maybe I should have done another rendering in hindsight, but if you know that property, just try to envision bike safety being all green, or envision some landscape islands that half of them will be hidden behind the building. You won't see them. Like it doesn't, and the other half will be restrictive to cars going around.

I just think that if you saw or if you knew the property, that making all of bike safety a green space would be more aesthetically pleasing to the town than having hidden landscape islands.

COMMISSIONER LORENZINI: Okay, thank you. That's all my questions for now.

ACTING CHAIRPERSON WARSKOW: Commissioner Green?

COMMISSIONER GREEN: I don't quite agree with the past two comments here. We've been at this for a couple of years, you and I. You know, buying into a rendering that was presented to the Plan Commission, I was one who did not. But you were given the requirements, the landscape requirements and phasing, and you agreed to that. The only reason you got to occupy your building is because the Trustees gave you another caveat, that you had to produce on your claim that this was your vision. Back then, I can honestly say I thought that was a mistake, and here you are today wanting to get rid of everything they wanted you to do, plus you're redesigning your landscaping according to what you think the Village should be doing. I do not agree with that.

There are ordinances here that everybody in the Village has to follow including you, and you don't get to change that. As far as I'm concerned, you blew your chance. Thank you, that's all I have to say.

ACTING CHAIRPERSON WARSKOW: Commissioner Drost?

COMMISSIONER DROST: Yes, it's a difficult situation for sure, and a couple of other points that we picked up, one from Commissioner Green and one from Lynn. The question is, is this, and we're talking about a unique property, all property is unique. Is this really special in some respects? I mean, I pass it quite a bit and it's sort of a non-offensive property. It just feels like it belongs. To institute these requirements seems, you know, it doesn't make sense, especially when you look at the context of the whole neighborhood. Whether or not we've got to rethink this in some respect where, you know, let's see how that South Corridor works or is Paragon going to be the canary in the coal mine, you know, to basically test it and, you know, start that redevelopment, and whether there's some sort of a way to compromise this, maybe extend the condition for another two years because of pandemic or whatever reason and the fact that there has not been development of that corridor, I mean, we've talked about the gateway, it's been tough for a long time.

That's sort of my, you know, where I'm coming from on this. Are neighbors complaining? You know, we'll find out soon enough. What's the offense? You know, are we Pharisees when we're talking about landscaping when it's not going to be economic and the market doesn't seem to be at that stage? So, that's a general comment.

If you want to comment, Sam, you can, you know, just a little bit more background on the negotiation or the give and take here.

MR. HUBBARD: I mean, again, I want to stress the point that, you know, the site has never really had a chance to be redeveloped. It has not sat vacant. Do I want the site and does the Planning Department want the site to sit vacant for 10 years before somebody

finally redevelops? Absolutely not, but I don't know if the chance was ever given to really open it up for redevelopment at a time when that was possible.

The site has great visibility. The site is of a size that could support, you know, a commercial redevelopment. It's very similar to the Walter E. Smithe site. It's got great access. I think there is the potential for a great, you know, redevelopment here.

COMMISSIONER DROST: Yes, and I agree. This property probably isn't the highest and best use based on just where it's located and, you know, as a mixed use it might work. Then we went through an exercise on the transportation of the STAR line there and what that could possibly evolve in. It's sort of a chicken or the egg, you know, how do you spark the development? I'm sure Mr. Polka would be out of there in a heartbeat if he got a, if there was a developer in there that was assembling those pieces of property along the tollway.

That's, you know, sort of my perspective on it, and I'm equivocating a bit a lot because I'm not, you know, certain that maybe we'd give it another two-year and put an ankle bracelet on them and see if he's doing his job of, give it a little more time to cook and see if there's other possible developments there.

MR. HUBBARD: I don't know if the Planning Department would recommend that, but I certainly respect the viewpoint.

ACTING CHAIRPERSON WARSKOW: Okay, Commissioner Sigalos?

COMMISSIONER SIGALOS: Yes, I've got a question. Sam, didn't we have a developer, I kind of remember, was it a year or so ago, that wanted to, that had a plan to develop the Daily Herald building, the east side property there and so forth? That would be a great development for this entry/gateway into the Southern Corridor. What happened with that?

MR. HUBBARD: They're still majority landowners of most of that corner there.

COMMISSIONER SIGALOS: Right.

MR. HUBBARD: I know they have a vision for redevelopment there. They are also the owners of the Daily Herald building and they're undergoing an interior demolition of that building for new tenants, but they have not yet moved forward on their redevelopment of the southeast corner.

COMMISSIONER SIGALOS: Okay, because I think that would be key for this because, I mean, this site here would be critical, too, for the redevelopment to go along with what they do on the east side as this entry corridor into South Arlington Heights.

You know, my question, Mr. Polka, is two years ago you were here and you went before the Village Board, and they gave you a two-year window to do phase one and do phase two of the landscaping. You've done only a very minor part of phase one, you've done nothing for phase two. I think you had a pie-in-the-sky type of approach with a three-story, all-glass building. I mean, I'd like to build a three-story, all-glass building, too, but I don't have the wherewithal to do it and I don't think you do either. For you to have agreed to this two years ago and now come before us and asking us to remove these conditions I don't think is correct. I really don't.

MR. POLKA: I appreciate your perspective, but some people probably thought I wouldn't have been where I'm at today and I am. I think if I give the, I think you've got to understand I can't do the plans for the redevelopment the way that it was requested of me, and that's why I'm here today. It just can't be done.

COMMISSIONER SIGALOS: The problem is that's one condition that you're here today, and you're here today to remove condition three for the landscaping, which again, I

don't understand how that didn't happen.

MR. POLKA: That redevelopment plan started in 2015, the plan came up 2018, and still the seven properties that are mentioned are vacant. I'm one person right in front of you that's willing to do something to make it look better now.

COMMISSIONER SIGALOS: But you haven't done anything. I mean, why would we believe you now when you haven't done anything for the last two years?

MR. POLKA: I can explain that and I can show you. It's not that I haven't done anything, it's that --

COMMISSIONER SIGALOS: You haven't, I've driven past there. I saw some little prairie grasses with Karl Foersters, whatever they're called, I don't know if they were 18 inches tall. At the most.

MR. POLKA: We did what the Village asked. We submitted a plan for that, we did that. But the point is that we have a full landscape plan that we're ready to execute as soon as this gets approved. If not, then the property goes vacant like the other six of them. I mean, I think that the plan that we have is beautiful, I think it's going to look nice. I explained that the islands are just not safe. I mean, the islands just plain out are not safe, and you're not looking at the code. I'm not violating any --

COMMISSIONER SIGALOS: We have landscape islands at all other commercial properties. Why would yours be any different?

MR. POLKA: Take a look at the plan. If you want, we can hop in the car and go over there, I can show you.

COMMISSIONER SIGALOS: This was asked a number of times.

MR. POLKA: This wasn't put on by me either. This is landscapers that are saying that, they're people that drive the trucks, that do the salting, that drive them, you know, not me. Half of the islands you don't even see from the street. The biggest part that you see of this lot is not even being addressed. I am addressing it. When you look at this lot and you get into the Arlington Heights, the biggest thing you're going to see is Bike Safety Town. Would you rather have that beautiful and green and looking lively, or would you rather have some islands? I think it was, honestly --

COMMISSIONER SIGALOS: And when would you propose to do that? Your landscape plan, when would you propose to do that?

MR. POLKA: We can do it; we can execute the contracts as soon as the Board approves. If this goes through, we have a contract, we showed Sam, we showed him all the estimates.

COMMISSIONER SIGALOS: But this is what you told the Board you were going to do two years ago.

MR. POLKA: No, no, no.

COMMISSIONER SIGALOS: You were going to do phase one and phase two landscaping two years ago.

MR. POLKA: In all fairness, we were in the middle of COVID. We were doing this via Zoom. I didn't agree to anything. It was just imposed on me. I couldn't even speak at the Zoom thing. I've never done a Zoom in my life. I had people there telling me, like showing me how to talk on a computer. I didn't agree to anything. It was imposed on me and stop and said, okay, and here's the timeline. I tried to e-mail Sam and I tried to say, hey, what's going on, this isn't right. I wouldn't put the islands, and again, they're not right. They're just not safe.

COMMISSIONER SIGALOS: In your opinion, but it's contrary to Village

Code.

MR. POLKA: But I'm the one that is liable, not anybody else, right? I'm the one that's liable if somebody gets hurt or if it really is unsafe. It doesn't make sense, half of these islands, and the cost of them is so exorbitant, I'd rather spend the money making the whole property look better. I think if you look at it holistically, that the proposition I made as opposed to this just makes the whole property look better. There's one, there's like five islands in the back of the property. How does that benefit the community?

COMMISSIONER SIGALOS: I have nothing further to say. I just can't support your request.

MR. POLKA: Okay, thank you.

ACTING CHAIRPERSON WARSKOW: All right, I want to go on record and get some questions answered and some clarification. So, am I correct in saying the Petitioner wants to eliminate all the parking spaces in front of the building on the east side of the property and all the parking spaces on the south side of the property adjacent to I-90?

MR. HUBBARD: Yes, so you're correct. These spaces up here will be eliminated. These spaces would be eliminated, and then possibly those spaces. That's the striping.

ACTING CHAIRPERSON WARSKOW: Okay, if we eliminate all of what you have mentioned including the area in the blue, how many parking spaces does that make?

MR. HUBBARD: He would have approximately 17 parking stalls.

ACTING CHAIRPERSON WARSKOW: Okay, so the code he is referencing, what is the interpretation of these 17 parking stalls in relation to that section of the code?

MR. HUBBARD: So, the applicability of the code is that you can't just remove striping and have it be considered removal of the parking area. You have to remove the pavement as well. Once you remove the striping and the pavement, the parking space is removed, and then we would consider it to kick in that provision to be less than 20 parking stalls and eligible for proportional greenery without having the landscape islands on every end of a parking lot.

ACTING CHAIRPERSON WARSKOW: Okay, I think that adds some clarity to what we're discussing here. So, we would have to remove the impervious surface and have it be some kind of green space, okay.

In response to your question about why have the islands there, because that piece of property is highly visible from I-90, and that is our southernmost end and that is what a lot of people are going to see of our community right off driving by. So, to you, you know, having an island in the back of the property might not mean anything, but I think to the Village it is the presentation of the gateway to our community.

I'm kind of on the fence, like Commissioner Drost is, that, you know, we have a lot of vacancies. We're in an unsure economic state right now. Is now the time to say, you know, let's cut it and make it vacant and see what goes on, or could we give it another two years?

I don't think you're a developer. I don't think, unless you partnered with a development firm, that you're going to be able to build any building. I work in the energy efficiency space, I know exactly what you do. If you envision a three-story building and you have to occupy two-thirds of it, I'm not quite seeing how that comes together. I mean, I understand what your business is, I understand there is a potential for growth especially with all of the

Federal legislation that has been passed, but I just don't see that two-thirds.

So, I mean, you're looking to sell the building now as it is, so you have the potential of moving out. Can we just extend this until we have a little more economic foundation and we see some other progress going on in the South Corridor that gives everybody a chance to breathe and re-evaluate and see?

In terms of the landscaping in front, I understand that that's difficult and that the salt, the snow, the car exhaust, all of that is problematic, but we do require it of many, many businesses. I think there is more that can be done there. You could make a small raised bed so that all of the salt in the snow isn't seeping down into those plant roots all the time, that they're given a break there. So, I think there is some compromise there, okay?

MR. POLKA: Good idea.

ACTING CHAIRPERSON WARSKOW: So, that's where I'm at is I think there is some compromise that needs to happen on both ends here. We all come to that, if we're in agreement on that I don't know, but that's just where I am at prior to public comment.

So, anybody else? Any last --

COMMISSIONER JENSEN: Well, I actually, if the Board did give you the extra two years for that, you know, the requirements that they are going to place on you, is that something you want to do and would it make any sense to allow you to have two years from now?

MR. POLKA: I mean, it would certainly be more helpful to have two years, there's no doubt about that. I would probably keep the property listed for sale, we would operate out of there and maintain it. I don't think that in two years time that we would submit the plan for redevelopment. It's just too much of a gamble to --

COMMISSIONER JENSEN: So, you'd be looking at the period of time, whatever, the two years essentially to try to sell that and to relocate somewhere else, in essence?

MR. POLKA: Yes.

COMMISSIONER JENSEN: And that's fine, I don't have a problem with that. I mean, you wouldn't necessarily aggressively pursue the redevelopment is what you're telling us.

MR. POLKA: Yes, it would be, if you said you have two years and then we want to see the redevelopment plan and submit it, I think I would be in the same position and I'd probably just keep it listed for sale in all honesty, you know. I mean, you could then have the best of both worlds. You could see if somebody really is interested. Believe me, the only people asking about the property are contractors. I've told the real estate agent, yes, don't go near it, you know, no matter what they want to spend on it, and I don't even have a price listed for it, right? It's just the interest isn't there, you know.

It's a nice site and it's nice for people like me that are coming and going a lot, but --

COMMISSIONER JENSEN: But I think that this would be allowing you a transition to go somewhere else, we would basically be forestalling an eviction which makes some sense to me.

MR. POLKA: For sure. I mean, that obviously would be very kind. What I would do with that two years, it would depend on what you say that I have to do. Again, I'd like to redevelop it, and you're right, I'm not a developer. It is a big undertaking, no doubt. I still think I can do it, you know. I didn't think I could build my house and I built my house. I know this is very different, right, I totally get that.

So, what exactly I would do, I don't know. But yes, at the very least it would be helpful and appreciated to not say, hey, get out tomorrow and we've got two years at the very least. I guess it depends on what the conditions are.

ACTING CHAIRPERSON WARSKOW: Right. So, let's just say, and I'm not saying all of my Commissioners are in agreement here, but let's just say we required you're going to remove the striping, because you're probably going to seal coat anyway so removing the striping is not a huge thing, okay.

MR. POLKA: Yes, it's something we could do.

ACTING CHAIRPERSON WARSKOW: We condition you put the islands in, okay, because it is visible and it is a requirement we make of others, and you look at that strip along Arlington Heights Road and figure out a real viable, a more viable plan.

MR. POLKA: That's a good idea with the raised bed. That's actually a nice idea, we might look at doing that.

ACTING CHAIRPERSON WARSKOW: So, if we put those conditions on you, give you more time to find a location, you do this landscape, would you be --

MR. POLKA: I wouldn't invest money into the property if you're telling me I'm going to leave in two years.

ACTING CHAIRPERSON WARSKOW: Okay.

MR. POLKA: The taxes alone are $170,000 a year, you know, in all honesty, right? I'm just trying to be 100 percent honest that it would be left as is and somebody else maybe comes along, maybe doesn't. I mean, I can't understand why people aren't developing the other seven sites that were mentioned. Maybe they're going through the same problem.

You know, this has been a brutal process. Believe me, I was prepared to go and do a major development and sink a lot of money into it, a lot of my own personal money, but this process has been dejecting at the very, very least. Why risk my own finances, let alone all the time and headaches of it? You know, you would think that, just to be honest, there would be more like support to say, hey, this is what we want, this is what we're looking to do, how can you do it?

When I first bought it and I found out, I went to the Village and they said, no, please find another building, you know. We're not a typical contractor shop. We don't have trucks, we never have, you know, that are on the road. We make it look better. I mean, if we occupy, and here's the crazy part, we could occupy it as an office. Look at the code definition split between contractor shop and contractor office. We could be there; I could be back here in a year saying we're just going to have our office because we're going to remove our filters.

It's a silly process, right, because our offices are there. That's what's mainly there. We don't have any trucks there. So, now the only difference between office, which is allowed in the B-2, and shop is the fact that we have filters and copper fittings.

So, you know, really --

ACTING CHAIRPERSON WARSKOW: But it's also the fact that there could be another viable commercial business who does meet the zoning requirements, and there are other benefits to having a different commercial enterprise in there.

MR. POLKA: Of course, yes. No, there could be always something.

ACTING CHAIRPERSON WARSKOW: Right, right. So, you know, the question is when do we envision that actually happening? Can we give you a, you know, there's a lot of balls to juggle here, but I am going to let the public make any comment.

COMMISSIONER SIGALOS: Can I just make one further comment?

ACTING CHAIRPERSON WARSKOW: Oh, sure.

COMMISSIONER SIGALOS: Again, whether you're a contractor shop or an office building there, it doesn't negate the landscape requirements and that's what you failed to do. If I understood you correctly right now when you just talked that if you were to get a two-year extension, you're not going to put in more money into this property, that's what I just heard you say. So, you have no intention to doing anything to comply with the landscape requirements. You haven't in the last two years, and if you had two more years you wouldn't do it again.

MR. POLKA: Our project is, that's $38,000 that we're planning on spending immediately and it's a reasonable plan that makes everything look good and per the code. I understand that --

COMMISSIONER SIGALOS: So, put the $38,000 into what the Village Code requires you to do with the landscape islands and planting along Arlington Heights Road, and if you raised the beds or you're cutting back the pavement with the landscaping back farther away from the road, but you're not willing to do that.

MR. POLKA: The code doesn't spell out what Sam had said. Show me anywhere in the code where it says that we have to eliminate pavement. I would disagree. When that was originally written, I think it was written for unique properties like this, but I want to do anything that's written in the code. I cited the code.

COMMISSIONER SIGALOS: But you haven't done anything for the last two years. I mean, why would, you said you wouldn't put any more money into this property. So, why would we give you a two-year extension? I don't understand it. It's contrary to what you're telling us.

COMMISSIONER JENSEN: But John, what does the Village gain if we evict him tomorrow? What does that do for development? Because that's what you're saying, you're basically saying you didn't comply, of course we did have a pandemic going on for two years. My younger daughter works for a company that it looking at portfolios of buildings and how they're used and so forth, and they're changing their uses so radically in a fairly short period of time. I don't know if anyone has any idea what the buildings are going to be. So, but if we evict him tomorrow, what does that gain the Village?

COMMISSIONER SIGALOS: I'm not saying it's going to gain anything, but are we just going to say to anybody, well, you just don't have to comply with the code because we don't want to evict you so do whatever you want. We can't say that either.

COMMISSIONER JENSEN: If that's the case, then he can sell the place and use a little time to do it.

COMMISSIONER GREEN: If he makes the landscaping improvements, his property value will go up because the next guy that moves in is going to have to meet the code for the landscaping.

MR. POLKA: That's contradictory. You said you want someone to redevelop it, so the landscape islands are going to get torn down.

COMMISSIONER GREEN: I'm not, let me, let's not go there again. I'm not talking to you, I'm talking to Lynn here. Please don't interrupt me.

MR. POLKA: Thank you.

COMMISSIONER GREEN: So, what I'm saying is he doesn't want to do anything, okay. So, we're here to deal with zoning. I would say whatever you're implying, I would deny this. I'm going to deny this and let the Board, they're the politicians here, let them deal with

this of what they want to do. They gave him the extension for two years to get this zoning, they did. So, let them do it again, that's why they're here.

COMMISSIONER JENSEN: But they didn't count on the pandemic.

COMMISSIONER GREEN: I'm dealing with zoning here, I'm sorry.

ACTING CHAIRPERSON WARSKOW: Any more?

COMMISSIONER LORENZINI: Yes.

So, what's the deal on the table if we give him a two-year extension?

ACTING CHAIRPERSON WARSKOW: Can we have public comment before we --

COMMISSIONER LORENZINI: Sure, go ahead.

ACTING CHAIRPERSON WARSKOW: I'm just wondering if you're going to like try and work out conditions for a motion or are you just --

COMMISSIONER LORENZINI: Condition for the motion, you're correct. So, go ahead.

ACTING CHAIRPERSON WARSKOW: Okay, so I'm going to open to public comment.

Question for you, Sam, I'm getting confused on the public comment. It seems to be going back and forth. Is this public comment just related to this petition, or can they come up at this point in time and make an open comment about anything pertaining to the business that the Plan Commission is mandated?

MR. HUBBARD: The public comment at this point in time would be only in relation to the petition that's before the Plan Commission. Once this public hearing on this petition has been closed, there will be another public comment at the end of the meeting and that will be for anybody.

ACTING CHAIRPERSON WARSKOW: Okay, because I didn't see that on your cheat sheet so I just want to make sure.

MR. HUBBARD: Yes, it does have an update.

ACTING CHAIRPERSON WARSKOW: Okay, I understand.

All right, so is there anyone who would like to speak in relation to this particular petition?

(No response.)

ACTING CHAIRPERSON WARSKOW: No, okay. So, I'm going to close public comment. I'm going to open for any last comments before a motion.

Anybody, any last comments from the Commissioners?

COMMISSIONER LORENZINI: I've got a clarification question. So, if we do extend it two years, there's two landscape plans we've been talking about. One, the one that's on here, but in order for this one to work, Sam, is it correct to say if they remove the pavement in the parking areas as necessary, the existing parking areas that they're going to remove, they would also have to remove the pavement in that area also, right, to make this acceptable to the Village?

MR. HUBBARD: Correct, or you'd have to recommend variations to waive those requirements.

COMMISSIONER LORENZINI: Right.

MR. HUBBARD: So, you can either, if you're extending the proposal for two years, you would either grant variations and allow the landscape plan that's shown here, or deny the variations and the landscaping as shown in this plan would need to be installed. I would recommend, you know, a date given for when that has to be done and a compliance bond to

ensure that it does get done which could be determined by the Village Board.

COMMISSIONER LORENZINI: If he's going to move out in two years, I mean, my opinion is if he's going to move out in two years, his plan would make more sense because, yes, these landscape islands probably would get thrown away and at least you'd get rid of the playground area, you know, where the bicycle town used to take place.

COMMISSIONER GREEN: Are you going to take the pavement out in the front on your plan here?

MR. POLKA: We didn't plan for that. I don't know what we would do.

COMMISSIONER GREEN: No, this would take the lines off.

MR. POLKA: But we're taking all the pavement out on bike safety.

COMMISSIONER GREEN: Okay, but you're not taking it out on the front. So, the pavement is going to be there. The thing that goes away are the stripes.

ACTING CHAIRPERSON WARSKOW: Right.

COMMISSIONER LORENZINI: Wait, wait, wait. You've got to have some pavement in the front to get into the parking lot.

MR. POLKA: Right.

COMMISSIONER GREEN: Well, that's the whole point. That's the whole point. That's why the Village landscape requirement takes into account there's pavement there. If you're going to sell the property, why would you take the parking spaces away in any way just to put them back? They're worth money to have the paint on the asphalt. So, if there's nothing going to happen and he doesn't want to do anything because he's going to sell the property --

COMMISSIONER LORENZINI: But Bruce, if you take the pavement away, how are you going to get to the parking spots that he's recommending?

COMMISSIONER GREEN: I'm saying for his code-compliant plan, you have to take the pavement away. He's citing a piece of the ordinance, but there can't be pavement there. In other words, he doesn't want to put the three-foot barrier in. That's the only way you can get away with that.

MR. POLKA: No, we'll do the raised box, I really think that's a good idea.

ACTING CHAIRPERSON WARSKOW: He's agreeable to a raised bed along Arlington Heights Road.

MR. POLKA: Yes, we didn't think about that. I truly was saying why do it because we didn't see a feasible way to do it and no one mentioned the raised box. I think it's a good idea.

MR. HUBBARD: You could also push it further west so it's a little bit further away from South Arlington Heights Road and potentially a little bit farther away from salt. That may help.

COMMISSIONER GREEN: He can't push it west. He can't go west because the pavement is there.

MR. HUBBARD: Well, I mean, it's --

ACTING CHAIRPERSON WARSKOW: If it's a raised bed, he could.

MR. POLKA: I think a raised bed is a reasonable thing. It's totally reasonable, totally doable.

COMMISSIONER LORENZINI: Right.

MR. POLKA: But extending the parking lot, I've had people that try to come and do these islands. Nobody wants to do it, no one wants to touch it. That's part of the reason. I mean, it was easy to find a landscaper, yes, and do the screening, yes. But honestly, I had

three different landscape companies come and I said I need these islands, can you do them?

COMMISSIONER GREEN: Landscapers don't do islands. You need a concrete contractor.

COMMISSIONER SIGALOS: You need a concrete contractor.

COMMISSIONER GREEN: You don't ask the guy with the lawnmower to fix your parking lot.

MR. POLKA: Got it.

COMMISSIONER GREEN: So, you're not asking the right questions of the right people. There's lots of people out there that will give you landscape islands. You just need the money, that's it.

ACTING CHAIRPERSON WARSKOW: So, the way I'm hearing it, not saying this is how the motion has to go, the way I'm hearing it is the Petitioner would be agreeable to putting the landscape along Arlington Heights Road and to pulling out the Safety Town and making that green area but not the islands, and then giving him some time to sell the property I think. Am I hearing that that's what would be agreeable to you? No islands and --

MR. POLKA: But if you're saying, honestly, if you're saying do the improvements but you're going to leave, I guess I would just have to see that. To me at first glance, right, looking at it and seeing, like the improvements we have laid out, like I said, are over $40,000. He's got all the estimates which are over $40,000. But to do it only to sell it, again, you said yourself, the only people that are going to buy it are going to tear it down, right? They don't care about anything I'm going to do there.

ACTING CHAIRPERSON WARSKOW: Right.

MR. POLKA: If someone does buy it, you don't even want them to buy it and stay there. You've made that clear. That's why there is the problem here today.

ACTING CHAIRPERSON WARSKOW: All right, so it's basically your plan or denial is what I'm hearing, is what our options are that are realistic to the Petitioner and to the Village.

MR. POLKA: I mean, I think the raised bed is a good option. I'd happily do some islands that, if we could talk about them and make them within reason. Like there's even islands on property that I don't even own. There's islands there on property I don't own, it's IDOT property. They're outside of my land. It just doesn't make sense, and there's an island there that trucks can't turn. They will not be able to turn there. I need to do something, I'll do it, no problem, but it's got to be a plan that makes sense. I can't have a car, a bigger truck not be able to turn around. It's just got to make sense, that's all.

MR. HUBBARD: We are certainly open, and I think in our alternative landscape plan that we had prepared, it was showing this island moving one space south to provide turning area. When you were originally approved in 2020, we discussed talking with the tollway and getting their sign off on those islands which is something that, I don't know if it's a conversation you ever had, but it's viable if you are willing to have that discussion with them.

ACTING CHAIRPERSON WARSKOW: And then just a question here, if you get rid of those, one, two, three, four spaces on the southwest side, yes, then we don't need that at least one, the further west island. Do we need the one in front? You need one on either end of the row or just one end?

MR. HUBBARD: Removing these spaces?

ACTING CHAIRPERSON WARSKOW: Yes, removing those spaces, so then we don't need an island, any islands there, right?

MR. HUBBARD: I would think that that would eliminate the requirement for the landscape islands if you removed --

COMMISSIONER GREEN: If you removed the pavement.

MR. HUBBARD: Well, not necessarily the pavement, just the spaces.

MR. POLKA: Can you reference the code where it says you have to remove pavement? I just don't understand that in all honesty.

COMMISSIONER GREEN: You're trying to remove the island because you say that there's no parking there and all you're taking off is the paint.

ACTING CHAIRPERSON WARSKOW: Right.

COMMISSIONER GREEN: The parking capability is still there.

ACTING CHAIRPERSON WARSKOW: Yes, it is still primarily a --

COMMISSIONER GREEN: It's a parking lot, you just don't have any paint in it.

ACTING CHAIRPERSON WARSKOW: A lot for vehicles to, I mean, why else would you have pavement other than for something to sit there?

MR. POLKA: But in this situation, it is to get through, it really is. Like in this situation, it truly is to get through. Like that's the uniqueness about the property, right, that whole front, that's how you drive through it. It's a one-way, you know, but I see what you're saying, thank you for explaining.

MR. HUBBARD: The definition of a parking area is specific and includes a hard surface. So, if you're not removing the hard surface, you're not removing the parking area.

ACTING CHAIRPERSON WARSKOW: Correct.

COMMISSIONER LORENZINI: But you do need that pavement to traverse around the building, don't you?

COMMISSIONER GREEN: Not all of it.

ACTING CHAIRPERSON WARSKOW: Not all of it.

MR. HUBBARD: Right.

ACTING CHAIRPERSON WARSKOW: I mean, the parking spaces for the south end, I'm not reading dimensions here but I'm thinking you could eliminate those and still being able to get around.

COMMISSIONER LORENZINI: I'm not saying you need all of it, I'm just saying you need some of it.

MR. HUBBARD: So, this was an alternative landscape plan that the Village had prepared to address some of the concerns. This would show, the areas in red is the striping that would be removed by the Petitioner. The pavement in those areas would still be there, but the striping would not be there. So, you could certainly still drive through those areas even if the pavement was removed. It's likely that, you know, you'd still be able to maneuver, you know, in some of those areas.

COMMISSIONER JENSEN: This would be, so the Village recommended this or this is now what currently what it said, is that right?

MR. HUBBARD: If the Plan Commission was inclined to grant a land use variation in perpetuity and remove the requirement for the temporary nature, then this would be the landscape plan that the Village would recommend be implemented. This would be more costly than the Paragon proposal, and this would be more costly than the 2020 landscape plan, but again, it's taking into account the permanent nature of the land use variation. I understand that the Plan Commission is not talking about that at this time, they're talking about an extension

of the temporary nature, but --

COMMISSIONER JENSEN: But what makes this more costly than the others, his or, what's happening here is you're taking some of those islands away, right?

MR. HUBBARD: So, yes, some of the islands would not be required but it would entail bumping out the existing curbed landscape bed along South Arlington Heights Road with a, it would be a curbed landscape bed there. This would help with the ability to increase the size of that area and remove some of the plantings farther away from Arlington Heights Road. It involves the removal of Safety Town. It involves the removal of this pavement area which is unnecessary for the site and construction of a curb there. So, it is more costly.

MR. POLKA: We weren't opposed to it. We just didn't have time to get prices for it all, that's all. We just didn't have time to get prices.

COMMISSIONER LORENZINI: I mean, this is a much better solution than the other two. This gets rid of that Safety Town area, it gets rid of, this to me is a good idea.

ACTING CHAIRPERSON WARSKOW: Right, and the landscape islands are inappropriate places that allow for turning.

MR. POLKA: True, yes.

COMMISSIONER LORENZINI: The next question is when does it have to be done by? We have to decide on that, before the two years are up.

ACTING CHAIRPERSON WARSKOW: But I mean, that's assuming in perpetuity. You, again, have a petitioner who does not want to do a major investment in which additional curbs and all of this would require.

MR. POLKA: I'm not saying that I don't want to do it.

ACTING CHAIRPERSON WARSKOW: No, okay.

MR. POLKA: If you said, hey, do this and then you remain there and then when you want to go do the redevelopment we look forward to you coming in front of us, great.

ACTING CHAIRPERSON WARSKOW: Right. I'm saying if we put a time limit on, so if we put the two-year --

MR. POLKA: Yes, then it makes no sense to do that.

ACTING CHAIRPERSON WARSKOW: Then that makes no sense.

MR. POLKA: Financially, this doesn't make sense.

ACTING CHAIRPERSON WARSKOW: We would have to give it in perpetuity.

MR. POLKA: Correct, yes. We're happy to do it and make it look beautiful, but we're --

COMMISSIONER LORENZINI: Well, then that kind of blows the deal, I think.

COMMISSIONER DROST: One question I've got, how serious are you in selling this property? Have you, you've been listening to your broker or your real estate broker. You have, he's told you it's not --

MR. POLKA: It will stay vacant for years.

COMMISSIONER DROST: Yes, but --

MR. POLKA: It will stay vacant; it will look worse than it is now honestly.

COMMISSIONER DROST: Yes, but I mean your vision, your end game, is it to sell this property? What motivates you to do that?

MR. POLKA: My end game is not to sell the property. My end game is to run my business and stop dealing with this stuff.

COMMISSIONER DROST: Yes, but I'm just saying, you know, if you sell it, then you have to move to another location and then you, you know, you've got --

MR. POLKA: I can move anywhere. I could move like that, you know. I don't want to.

ACTING CHAIRPERSON WARSKOW: My question.

MR. POLKA: I don't want to believe it or not. I mean, it's not easy and it will be a big burden, you know.

COMMISSIONER DROST: Yes.

MR. POLKA: And it will be unfair, right? I mean, like you said, you impose these things over a Zoom meeting and some of you say I agreed to them. I never agreed to them, I barely could even communicate in that meeting, you know. You implemented a situation that wasn't feasible by any means. You didn't give me the means to give you plans. You just didn't give me, you set me up behind the line, you know. There was no means to do --

COMMISSIONER DROST: I'm not going to take that road. I mean, there's procedures that --

ACTING CHAIRPERSON WARSKOW: Right. So, I'm going to keep going with what our choices are here. I think our choices now are land use variation in perpetuity with this compromised, what is up here now, landscape plan, or a denial.

(Audience member comments.)

ACTING CHAIRPERSON WARSKOW: I'm sorry, public comment is closed.

MR. HUBBARD: So, if the land use variation is going to be granted in perpetuity, then this would be the recommendation of the Staff Development Committee. It would be to require implementation of this landscape plan no later than May 31st of 2023. In order to guarantee that occurs, we would determine an appropriate means for that guarantee via some form of a compliance bond or letter of credit or a substantially similar form of guarantee that would need to be provided by the Petitioner prior to receiving Village Board approval.

COMMISSIONER LORENZINI: But then this is giving them permission to stay there forever, right, for a business that's not necessarily desirable to have there.

MR. POLKA: But still under the conditions previous, no trucks, all the conditions of the previous.

ACTING CHAIRPERSON WARSKOW: Right. Right, right, but we do have a South Corridor Plan that has, you know, some vision for that area which includes your property. So, we have to take all of that into consideration. That is a plan that was made and discussed and agreed upon and voted on, so we can't just dismiss it.

MR. POLKA: But why for seven years has nothing happened, right?

COMMISSIONER GREEN: Okay, hang on.

ACTING CHAIRPERSON WARSKOW: Okay, go ahead.

COMMISSIONER GREEN: No, I meant you could continue.

ACTING CHAIRPERSON WARSKOW: Oh, that's all I was going to say is we have to give some consideration to the South Corridor Plan that time, resource and, you know, agreement was made on. So, I am going to ask --

COMMISSIONER GREEN: Wait, wait, one more thing. Sam, to that, would we put a caveat in there that says if you do not implement this landscaping plan, that this perpetuity thing expires and is null and void? Just like the Trustees did.

MR. POLKA: Yes, we lose the bond.

MR. HUBBARD: You could but the guarantee to get the landscaping in

would be, the meat and bones for that would be in number two, so he would have to put up some sort of bond.

COMMISSIONER DROST: Now, what's the bond value?

MR. HUBBARD: So, that would be, typically it's 30 percent of the landscape cost. That's for what we call a maintenance bond to ensure that once all the landscaping is in, it is maintained over the next 18 months. We could certainly look into a bond amount for the full amount of the cost of landscaping. We don't know exactly how much this plan costs because it hasn't gone out to bid. We've prepared estimates, maybe around $90,000, but again, that's a rough estimate. The project has not been put out to bid.

COMMISSIONER LORENZINI: But then, Sam, we're going to be living with a business that we ultimately may not want there.

ACTING CHAIRPERSON WARSKOW: Right, he forgoes $90,000.

MR. HUBBARD: This is not the Staff Development Committee's recommendation. This is only if the Plan Commission is interested in allowing this use in perpetuity. The Staff Development Committee is still of the opinion that this land use variation should be denied.

COMMISSIONER GREEN: Should we take a little poll on that before we go any further, any longer into the discussion?

COMMISSIONER JENSEN: I don't even know what we would vote on. I think he wants to sell the property and get out of there --

COMMISSIONER DROST: Yes.

COMMISSIONER JENSEN: -- buying it before he felt he knew all the conditions.

COMMISSIONER DROST: And what happens --

MR. POLKA: I'd like to stay there and redevelop it, but I'm not getting the chance to do that, and you want it immediately. If you vote for denial, it will stay vacant like the other six properties, right?

COMMISSIONER GREEN: We can live with that.

COMMISSIONER JENSEN: But I think I need to be able to --

COMMISSIONER LORENZINI: No, I agree with you, Lynn, positively on that. Thanks, Lynn.

MR. POLKA: Why not, looking at the other stuff, this will put me aside. Don't you think that's --

COMMISSIONER GREEN: We're having a discussion here trying to get beyond this. So, can we still talk amongst the panel members here on what we want to do?

ACTING CHAIRPERSON WARSKOW: What are you agreeable to, Commissioner Jensen?

COMMISSIONER JENSEN: I don't know that we really, I think he wants to sell the property. I'd like to help him do that so this doesn't have to be --

ACTING CHAIRPERSON WARSKOW: Okay, Commissioner Lorenzini?

COMMISSIONER LORENZINI: My personal opinion, at this point my opinion is let him stay there but he has to do some improvements to stay there temporarily, but as soon as the, if we give him a six-month extension continuously or a one-year or two-year extension, then at the end of each of those extensions the Board can decide whether or not to move him out.

ACTING CHAIRPERSON WARSKOW: I can appreciate that,

Commissioner Lorenzini, but the Petitioner has gone on record saying if we give him a limit, then it does not make business sense for him to invest in any landscaping, and I would agree to that.

COMMISSIONER LORENZINI: Well, then that's the end of it then.

ACTING CHAIRPERSON WARSKOW: That's why I'm saying we either give him perpetuity with the revised landscape plan or we deny. Am I seeing an option, or am I not seeing an option that somebody else, based on the conversation that we've had for an hour and a half?

MR. POLKA: You know, just an idea, if I do stay there and I do this landscape stuff and it makes everything more beautiful and appealing, if someone were to come in and be the vision that you want, they're still going to come in, they're still going to come and sit there and say, hey, we like that property, we want to redevelop it. A developer doesn't come just because it's for sale, right? So, everybody --

ACTING CHAIRPERSON WARSKOW: Right, but we have no guarantee that you're going to say okay, I'll sell it to you. We have no guarantee of that unless you want us to put in a condition that says if a developer comes with a reasonable offer, but you know, that's wishy-washy, you know. That's not a good condition.

MR. POLKA: But isn't it wishy-washy to sit there and try to boot out a viable candidate on a, you could start. You could start everything, you said it's not possible. You know how things are possible? One step at a time. One step at a time. You have seven vacant properties from the last seven years.

COMMISSIONER GREEN: We're not talking, excuse me, we're not talking about vacant properties. We're talking about yours, so let's stop with the storytelling, please.

MR. POLKA: I'm talking about the South Corridor Plan.

COMMISSIONER GREEN: I've had enough of this for tonight and I think everybody up here has as well. Can we just get down to the business of zoning. I'm sorry, but that's what we should be doing. I would like to make a recommendation. I would like to make a motion.

A motion to recommend to the Village Board of Trustees <u>denial</u> of PC #22-019, an amendment to Land Use Variation Ordinance #20-022 to modify condition number three and eliminate condition number eight, as well as the following variations:

1. **Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(a), to waive the requirement for a three-foot tall parking lot perimeter landscape screen along Arlington Heights Road.**
2. **Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(b), to allow certain parking rows to terminate without the code-required curbed landscape island including a four-inch caliper shade tree.**

ACTING CHAIRPERSON WARSKOW: Do I have a second?

COMMISSIONER SIGALOS: I'll second that.

ACTING CHAIRPERSON WARSKOW: All right, can we have a roll call please?

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. HUBBARD: Commissioner Drost.
COMMISSIONER DROST: Aye, with comment.
MR. HUBBARD: Commissioner Jensen.
COMMISSIONER JENSEN: No.
MR. HUBBARD: Commissioner Lorenzini.
COMMISSIONER LORENZINI: No.
MR. HUBBARD: Commissioner Warskow.
ACTING CHAIRPERSON WARSKOW: Yes.
MR. HUBBARD: So, the motion passes.
COMMISSIONER DROST: Yes, and the comment is basically we learned too much tonight, and we need to have at least in the presentation when you go before the Board of Trustees some sort of alternative. I mean, we're not going to try to design it tonight.
ACTING CHAIRPERSON WARSKOW: Yes, I guess.
COMMISSIONER DROST: Which is difficult in trying to impose conditions, but the reason for --
MR. POLKA: Well, maybe that's what's broken in your process because there's --
COMMISSIONER DROST: Yes, but I'm making my comment. I mean, you don't have to comment to my comment.
ACTING CHAIRPERSON WARSKOW: Right, this is just for the record.
COMMISSIONER DROST: I'm putting this into the record so that the Village Board of Trustees understands the complexity of where you're at. That's the presentation you've got to make. You've got to let them know what went past, that you were sort of handcuffed or hijacked in the Zoom meeting, which I don't really buy. But on the other hand, there were some suggestions that were aired here that might possibly be a solution to helping you stay a good neighbor within the community, continue to let your business flourish and maybe perhaps redevelop the property or sell it to a developer. I mean, that's, and you've got to be more transparent about it. So, that's the point, and maybe when you reload before the Trustees, you can get some sort of a compromise out of this.
ACTING CHAIRPERSON WARSKOW: Yes, and I don't think further discussion here, the motion has been made and passed, but once again, we're only a recommending body. We just made a recommendation to the Village Board. It is up to them, they have the power to discuss with you and make the conditions like they did the last time around.
Do we have a date when that will likely come before the Board, Sam?
MR. HUBBARD: We'll probably target the first meeting in December, but we'll work with the Petitioner on that date.
ACTING CHAIRPERSON WARSKOW: Okay, thank you
All right, I will open to general public comments, and once again, I just want to clarify, this is public comment, not discussion. I understand you probably want some answers which you are free to get from Village Staff, but this is just a comment to go on the record, okay?

GENERAL PUBLIC COMMENT

MS. CAYER: Melissa Cayer speaking. If there is a salt dome on that

property, then it seems petty that you require landscape islands, a few small landscape islands right there.

But anyway, what I really wanted to say was for the Arlington International Racecourse property, their associated taxing districts are Northwest Mosquito Abatement District-Wheeling, Metropolitan Water Reclamation District of Chicago, Salt Creek Rural Park District-Palatine, Harper College, Community College 512-Palatine, Township High School District 211-Palatine, Community Consolidated School District 15-Palatine, Arlington Heights Library Fund, Village of Arlington Heights, Road and Bridge-Palatine, General Assistance-Palatine, Township of Palatine, Cook County Forest Preserve District, Consolidated Elections, County of Cook, Cook County Public Safety, Cook County Health Facilities.

ACTING CHAIRPERSON WARSKOW: Thank you. Do you have a comment, Mr. Moen?

MR. MOEN: My comment for the record is --

ACTING CHAIRPERSON WARSKOW: I'm sorry, can you state, I said your name, but can you state it once?

MR. MOEN: Okay, thank you. Keith Moens, I'm an Arlington Heights resident, yes.

Okay, my comment for the record, Chair Warskow, if I may suggest in the case that we just went through here with Paragon, get a motion on the floor quickly. Just get it on the floor, work to amend it and it will move much, much quicker. Otherwise, you get into this two-hour back and forth. If you get a motion on the floor and you just move to amend it, you work towards a solution. You notice when a motion was made, we got to business in a hurry.

But anyway, as painful as all that was, I would say that Paragon had the right to this formal vote. They were subjectively denied in the committee for Planning Review Commission, and they may not have come back here. I think they had the right to come forward to find a formal vote in front of a body that is our elected. As a result, there's a couple of others that were subjectively denied by the CPRC, Vine Street Subdivision on July 28th of '21 and South Pine Row Homes on March 31st of '21, they were also subjectively discouraged from moving forward and we don't know where they are. I think they also have the right to come here and get a full disclosure, a full vote and a possible motion early and amendment to get to a solution. Thank you.

ACTING CHAIRPERSON WARSKOW: All right, so is that all of the business we have? Sorry, I don't have an agenda in front of me.

MR. HUBBARD: That is all.

ACTING CHAIRPERSON WARSKOW: Okay.

COMMISSIONER JENSEN: Motion to adjourn.

COMMISSIONER GREEN: Second.

COMMISSIONER DROST: I'll second.

ACTING CHAIRPERSON WARSKOW: Voice vote, everyone in favor?

(Chorus of ayes.)

ACTING CHAIRPERSON WARSKOW: Anyone opposed?

(No response.)

ACTING CHAIRPERSON WARSKOW: We are adjourned.

(Whereupon, at 9:15 p.m., the public hearing on the above-mentioned petition was adjourned.)

VILLAGE OF ARLINGTON HEIGHTS

STAFF DEVELOPMENT COMMITTEE REPORT

***Project Number**: PC 22-010*
***Project Title**: Paragon Mechanical LUV Amendment*
***Address**: 2400 S. Arlington Heights Rd.*
***PIN**: 08-16-400-033, 08-16-400-035*

***To**: Plan Commission*
***Prepared By**: Sam Hubbard, Development Planner*
***Meeting Date**: November 9, 2022*
***Date Prepared**: November 4, 2022*

***Petitioner**: Kevin Polka*
Paragon Mechanical, Inc.
***Address**: 2400 S. Arlington Heights Road*
Arlington Heights, IL 60004

***Existing Zoning**: B-2: General Business District*
***Comprehensive Plan**: Open Space*



SURROUNDING LAND USES

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	B-2, General Business District	Detention Area, Highway On-ramp	Open Space
South	Elk Grove Village		
East	Unincorporated Cook County		
West	B-2, General Business District	Detention Area, Highway On-ramp	Open Space

Requested Action:

1. Amendment to LUV Ordinance #20-022, to modify condition #3 and to eliminate condition #8.

Variations Required:

1. Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(a), to waive the requirement for a 3' tall parking lot perimeter landscape screen along Arlington Heights Road.
2. Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(b), to allow certain parking rows to terminate without the code required curbed landscape island including a 4" caliper shade tree.

Project Background:

The subject property is 102,991 square feet in size (2.36 acres) and is currently occupied by Paragon Mechanical, a contractor that specializes in mechanical and plumbing solutions for residential and commercial customers. They offer complete installation of heating, cooling, and tankless water heater systems, as well as maintenance and repairs (which do not occur on the subject property). While part of the building is used for Paragon's daily office functions (accounting, scheduling, sales), the building is also used to store parts and equipment onsite. Additionally, Paragon stores a contractor "shop" truck within the building. These attributes qualify the business use as a "Contractor Shop" per the Zoning Code.

In early 2018, Village staff observed Paragon trucks being stored on the property and parked at the front of the site along Arlington Heights Road. Over the next several months, the truck parking continued and during mid-2018, Village staff initiated a code enforcement case against the petitioner. Sometime in 2019, Paragon illegally moved into the property and ultimately submitted a Plan Commission application in 2020 to allow for their permanent occupancy of the site. Included within the application was a future redevelopment concept for the subject property, which was taken into consideration by Village staff, the Plan Commission, and the Village Board. The Staff Development Committee recommended denial of the application; however, the Plan Commission recommended approval and a temporary Land Use Variation was ultimately approved by the Village Board.

The subject property is zoned B-2, General Business district, and contractor shops are not allowed in the B-2 district. The Land Use Variation granted in 2020 allowed the business to occupy the site on a temporary two-year basis, partly due to the presentation of the future redevelopment concept that was presented by the petitioner. As part of the 2020 approval, two conditions were attached, which are summarized below:

3. The Petitioner shall be required to implement the phased landscape plan prepared by the Village of Arlington Heights and dated May 8, 2020. Phase One landscape improvements shall be completed no later than September 30, 2020, and Phase Two landscape improvements shall be completed no later than September 30, 2022.

8. Within two years of ordinance approval, the petitioner shall submit a complete Plan Commission application and redevelopment plan for the property. If no application is submitted and subsequently approved, the Land Use Variation shall become null and void.

A copy of the phased Village Landscape Plan is included in the materials provided to the Plan Commission. Only a portion of the Phase One landscaping was installed by the September 2020 deadline, which landscaping has not taken well and is in need of maintenance and replacement. None of the Phase Two landscaping, which was to be installed by the end of September of this year, has been installed.

At this time, the petitioner is seeking to modify the previously granted Land Use Variation to modify condition #3 and to eliminate condition #8. No changes to the building have been proposed.

South Arlington Heights Road Corridor Plan:

In May of 2018, the Village adopted the South Arlington Heights Corridor Plan, which included the Village's vision and strategies for improvement to this important gateway into the Village. The subject property was specifically mentioned in the plan, which outlined that the site was suitable for commercial uses and recommended enhanced landscaping on the subject property along the South Arlington Heights Road frontage. The Paragon Mechanical contractor shop is not compatible with the land use designation within

the plan. Furthermore, the lack of landscaping along the South Arlington Heights Road frontage is in conflict with the recommendation of the plan. Additionally, due to the location of the property at the southern edge of the corridor and as the first property within Arlington Heights that visitors see as they exit the tollway or travel northbound on Arlington Heights Road, the plan identified the site as an important opportunity to enhance the appearance of the southernmost portion of the corridor. Staff continues to believe that a contractor shop does not help to realize the goals of the South Arlington Heights Corridor Plan.

Since approval of Paragon's 2020 Land Use Variation, there have been several improvements within the South Arlington Heights Corridor, which extends from the I-90 Tollway north to Noyes Street. In 2021, the vacant car wash at 2100 South Arlington Heights Road was purchased and revitalized with a new car wash business (Driven Car Wash). The refurbished building received the 2021 Alan F. Bombick award for Excellence in Design for a commercial project from the Arlington Heights Design Commission. Additionally, the owners of the former Daily Herald building at 155 E. Algonquin Road have recently applied for an interior demolition permit that will enable interior remodeling of the 1st floor lobby area and the entire second floor, which will facilitate future re-occupancy of the building. The site is currently being marketed as "ArlingtonMed", with the intention for future reuse as Class A medical office space. Less than half a mile down Algonquin Road to the west of the subject property, the Chez Hotel continues with construction. Finally, the BP gas station at 2250 S. Arlington Heights Road received Design Commission approval in 2021 to allow for updates to the façade, along with new signage, which is meant to enhance the appearance of the building. A permit for that work is currently under review.

Zoning and Comprehensive Plan

As mentioned above, in July of 2020, Paragon received the Land Use Variation with a two-year time limit to allow their business on the subject property. The Staff Development Committee had recommended against the Land Use Variation at that time for several reasons:

1. The proposed land use was not consistent with the criteria for land use variation approval. Specifically, a contractor shop is not compatible with the existing uses and zoning of nearby properties and would alter the essential character of the locality.
2. The proposed use was not in harmony with the spirit and intent of the Zoning Code. Specifically, a contractor shop would not provide for the gradual elimination of non-conforming uses of land which adversely affect the character of the area.
3. The proposed use was not the minimum necessary variation to allow for reasonable use of the site. The variation is a substantial departure from the permitted uses as would be allowed within the B-2 District, and the property had not sat vacant for any substantial period of time.
4. The proposed land use variation was not compatible with the South Arlington Heights Corridor Plan. The plan called for commercial uses on the subject property, and the proposed contractor shop did not comply with this recommended land use. Additionally, outdoor storage of work vehicles would not enhance the appearance of the corridor.

After much discussion, the Plan Commission voted 6-3 in favor of the application, subject to several conditions of approval as recommended by the Staff Development Committee (which had been prepared as possible conditions of approval should the Plan Commission believe that the Land Use Variation was warranted). One of these conditions was relative to the installation of phased landscaping on the site, which was believed to be necessary to mitigate for the proposed use (condition #3 - landscape improvements). There was also significant discussion at the Village Board level, which resulted in a 5-3 vote for approval of

the Land Use Variation subject to the conditions as recommended by the Plan Commission, along with one additional condition of approval as discussed below.

During both the Plan Commission and Village Board review process, the petitioner presented conceptual plans for a future redevelopment of the site, which showed demolition of the existing building and construction of a new three-story structure with landscaping along Arlington Heights Road and decorative amenity areas (patio, gazebo, greenspace and trees – see **Exhibit A**). The redeveloped site would also include solar panels for renewable energy. Taking into consideration and relying upon the future vision for redevelopment of the subject property, the Village Board added condition #8, which gave the petitioner two years to submit a complete Plan Commission application for redevelopment, otherwise the Land Use Variation would become null and void. The petitioner has not submitted a Plan Commission application for redevelopment of the site, and as noted above, has submitted a Plan Commission application to remove the redevelopment requirement and landscape obligations.

Conceptual Plan Review Committee:

On July 27, 2022, the petitioner appeared before the Conceptual Plan Review Committee for a preliminary review of their request. The minutes from that meeting are included in the packet transmitted to the Plan Commission.

Petitioners Request:

As part of their proposed Landscape Plan, Paragon would eliminate the majority of parking space striping within the parking area, which would reduce the number of striped parking stalls to 17. In combination with the interior garage parking spaces, the site would include a total of 30 parking stalls. The Paragon plan is included in the documents provided to the Plan Commission. Of note, the plan does not include the code required three-foot-tall landscape screen along Arlington Heights Road, nor does it include three code required landscape islands at the ends of certain parking rows. It should be noted that the petitioner believes Village staff has incorrectly applied the regulations of Chapter 28 and that the landscape screen and landscape islands are not actually required by code. They have included their rationale within their response to the 3rd Round of Department review comments, which is part of the packet provided to the Plan Commission. The Village has reviewed the reasoning provided by the petitioner and does not agree with their interpretation; it has been determined that the variations, as outlined below, are required by code:

- ***Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(a), to waive the requirement for a 3' tall parking lot perimeter landscape screen along Arlington Heights Road.***
- ***Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(b), to allow certain parking rows to terminate without the code required curbed landscape island including a 4" caliper shade tree.***

The landscape plan proposed by the petitioner includes; 1) the immediate removal of "Safety Town" along with seeding of the area for grass, 2) the installation of four shade trees (three within existing landscape islands and one adjacent to the building), and 3) the elimination of parking lot striping as outlined above. The final component of the petitioner's request is to eliminate the requirement for redevelopment of the site.

Staff Development Committee Review:

The Staff Development Committee is not supportive of the petitioner's request to eliminate condition #8. During the 2020 zoning approvals, the petitioner justified their prohibited contractor shop use due to the fact that it would only be a temporary use and their future plans were for a more comprehensive redevelopment of the site. The Village Board considered this point and specifically included a condition of

approval that required the petitioner to submit a Plan Commission application for redevelopment of the site by June 22 of this year, which redevelopment concept (as presented by the petitioner) would be more compatible with the South Arlington Heights Road Corridor Plan. Furthermore, the Village Board stipulated that failure to abide by this condition would render the Land Use Variation null and void. While the objectives and redevelopment envisioned within the South Arlington Heights Road Corridor Plan have not yet been fully realized, progress is taking place within the corridor. Permanent occupancy of the subject property with the limited improvements as proposed within the Paragon Landscape Plan, and with no deadline for the future redevelopment of the site, would be contrary to the goal and objectives of the South Arlington Heights Corridor Plan. Should the requested amendment to the Land Use Variation be denied and the temporary Land Use Variation become null and void, the property may be used and maintained for code-compliant B-2 uses along with the installation of code-compliant landscaping.

The Staff Development Committee believes that all landscaping per the Village's phased Landscape Plan should be installed and does not find a valid reason to justify the non-compliance. For reference, the approval standards for a Variation are included below:

- **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.**

Without the code-required landscaping, the site will continue to have a detrimental impact on the South Arlington Heights Road corridor, and staff is not in favor of the proposed modification to condition #3. The requested modification would allow implementation of the Paragon Landscape plan, which necessitates the aforementioned landscape variations. All other developments and businesses are required to comply with Village Code and staff does not find sufficient justification for the requested variations.

Building, Site, Landscaping:

The petitioner is not proposing any building alterations as part of the requested Land Use Variation amendment. Relative to landscaping, Phase One required that by the end of September 2020, the petitioner was to have installed four curbed landscape islands (each including a shade tree), as well as approximately 315 lineal feet of three-foot-tall perimeter parking lot landscaping. Phase Two entailed four additional curbed landscape islands and six shade trees to be installed by the end of September of this year. To date, the petitioner has installed only the 315 feet of perimeter screening, which has not taken well and needs to be maintained.

Traffic and Parking:

Other than the reduction to the number of striped parking spaces, the requested Land Use Variation amendment has no impact to traffic, parking, or loading. Per the modified business plan and building usage as presented in conjunction with this application, 19 parking stalls are required by Code. The proposed plan for 17 exterior parking stalls and 13 interior parking stalls (total of 30) complies with Code.

Summary:

There are two primary components to this application:

1. The permanent land use of the property as a contractor shop.
2. Compliance with the code-required landscaping.

The Staff Development Committee does not support the land use and the contractor shop should cease operations. Code compliant B-2 uses on the subject property would be permissible, which uses must be evaluated for compliance upon the submittal of detailed information, along with the application and approval of a business license. Code compliant and well-maintained landscaping must be installed on the subject property. Removal of the parking space striping within a parking area does not constitute removal of that parking area. Absent the complete removal of the pavement, the parking area still exists and the code required landscaping for that parking area is mandatory (both the three-foot-tall perimeter screen and the landscape islands at the ends of all parking rows).

RECOMMENDATION

The Staff Development Committee reviewed the requested amendment to Land Use Variation Ordinance #20-022 to modify condition #3 and eliminate condition #8, as well as the following variations:

1. **Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(a), to waive the requirement for a 3' tall parking lot perimeter landscape screen along Arlington Heights Road.**
2. **Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(b), to allow certain parking rows to terminate without the code required curbed landscape island including a 4" caliper shade tree.**

The Staff Development Committee cannot support the application and recommends **DENIAL** for the reasons as outlined on page 3 of this report, as well as the following reasons:

- The landscape improvements are needed to mitigate for the contractor shop usage on the property.
- Without a date-certain for the future site redevelopment, the land use variation is not in harmony with the spirit and intent of the Zoning Code. Specifically, a contractor shop does not provide for the gradual elimination of non-conforming uses of land which adversely affect the character of the area.
- The contractor shop use is not compatible with the South Arlington Heights Corridor Plan in that that plan calls for commercial uses on the subject property, along with enhanced landscaping along Arlington Heights Road, and the proposed contractor shop is not compliant with these recommendations.
- The Staff Development Committee does not find that valid justification has been provided to warrant the non-compliance.
- The Village Board was very clear in their desire to see the property redeveloped (via condition #8) and if redevelopment was not submitted and approved, the Land Use Variation would become null and void.

_____ November 4, 2022

Charles Witherington-Perkins, Director of Planning and Community Development

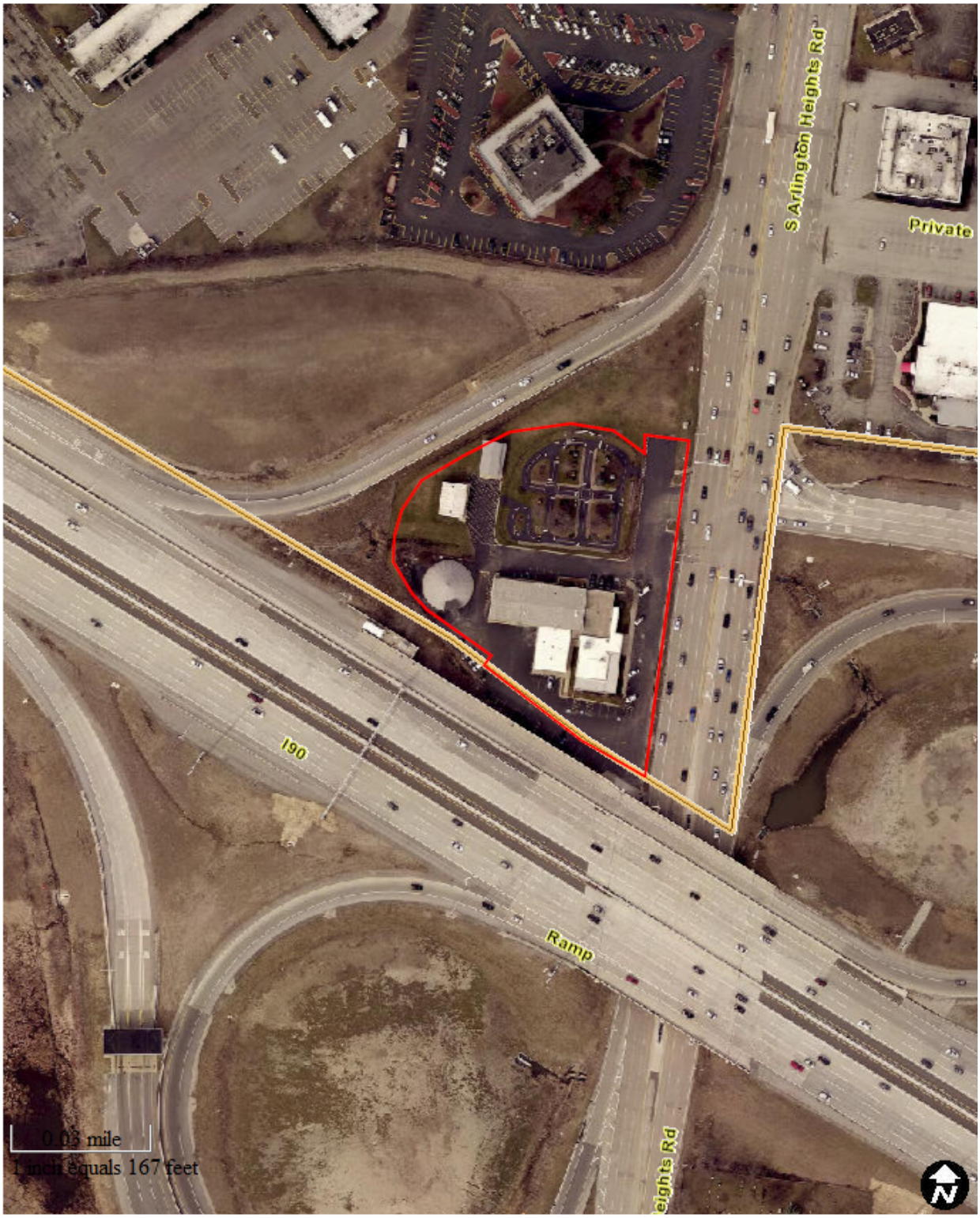
Cc: Randy Recklaus, Village Manager
All Department Heads

Exhibit A



GIS consortium MapOffice™

Aerial



Map created on **June 21, 2018.**

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RE: Proposed Land Use Variation Amendment, 2400 S. Arlington Heights Road

Zoning:

- Petition to modify Section 4, Condition #3 and eliminate Condition #8 by amending Land Use Variation #20-022
- Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(b), to allow certain parking rows to terminate without the code required curbed landscape island including a 4" caliper shade tree.

Summary of Request:

In the time since the 2020 Land Use Variation was conditionally approved, at the very beginning of the pandemic, our team has worked diligently to balance a willingness to honor the wishes of the Village while also making prudent financial decisions with the best interest of our employees and local customers in mind. To date, we have satisfied all reasonable requirements set forth by Land Use Variation 20-022 but we are now approaching deadlines and objectives which have proved unreasonable if not completely irresponsible.

Within this appeal, we are requesting that the Village modify the requirements for the remaining suggested landscaping modifications while also eliminating a required timeline for future redevelopment. While we at Paragon are excited to be part of the vision for the South Corridor that was created in 2018, it must be understood and acknowledged that there has been no positive progress to date. In the time since Paragon has owned and operated out of the 2400 S Arlington Heights Road property, we have proven to be a visual improvement over the previous owners who had significant storage of raw materials and large commercial highway vehicles and busses operating daily. In addition, Paragon provides an occupied space in a significantly vacant area of the southern corridor. The reality of the property at 2400 South Arlington Heights Road remains that Paragon was the only bidder to present a valid purchase offer when the property was made available for sale to the public, and with the property listed once again, there is still no outside interest. Paragon stands before the Village once again, as a business with a proven track record of growth within and contribution to the community, and we are requesting that we finally be

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treated as such by gaining the full support of the Village Staff, Plan Commission, and Trustees to move forward with Paragon Mechanical operating its business, comprised of office personnel and the storage of thermostats and filters, without further restrictions aside from reasonable landscape improvements.

It is our sincere hope that this explanation helps convey both our desire to cooperate with logical, well-constructed plans, and sound reasoning as to why the imposed timelines and conditional approvals, based on the submission of complete redevelopment plans, need to be entirely removed going forward. This is also not to suggest that any standard requirements should be waived, such as the installation of parking islands, but rather the implementation of a more reasonable plan that helps meet the requirements of both the village and the business operating out of the property.

Previously Completed (Landscaping Phase 1A Requirement):

Upon approval of Land Use Variation 20-022, we immediately removed the two large, dead trees from the property as requested. We then hired an architect to honor the first phase of landscaping installations requiring a 3' wall of vegetation, we submitted that plan to the Village and agreed to have installed the specific plants requested by the Village via e-mail correspondence. This installation was then completed as required in September of 2020 against the advice of two landscaping companies who warned that the salt from Arlington Heights Road would likely kill any plants installed along the roadway.

The plants did survive the fall 2020 season into winter but did not come back in the Spring of 2021. The plants did not die due to a lack of watering or maintenance, but rather because the viability of the plan was not considered by Village Staff during that approval process or during the Plan Commission meeting where this requirement was initially suggested. This ill-fated plan ultimately resulted in a complete financial loss for Paragon, upwards of $10,000 when factoring in watering and labor costs in addition to the cost of the project itself. To make matters worse, the Village did not reciprocate any form of support, despite numerous attempts to schedule meetings, specifically with Mr. Perkins, regarding the continued improvement of this property. Meanwhile, the pandemic persisted which spiraled the economy into unprecedented turmoil. Despite our best efforts and the reality of the world we were living in, we

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continued to receive no consideration or support from the Village as we did our best to navigate the restrictions imposed upon us early in the pandemic.



Modify Section 4, Condition #3 (Landscaping Phase 1B and 2 Requirements):

We are proposing a modified landscape plan in lieu of the original plan outlined in Land Use Variation 20-022. When our parking assessment was initially conducted prior to the start of the pandemic, we envisioned very different future for our business, both immediately and in the coming years. We provided expected building use (therefore parking space requirements) based on a pre-pandemic vision which directly affected the magnitude of the parking lot island installation requirements. The areas of our building that we envisioned as training areas, classroom areas, and future office space were never realized and therefore the parking lot assessment and the parking space requirements are now overexaggerated and unnecessary for our business. Our business realistically requires only 9 total parking spaces, but with the village chart for parking corrected to reflect present day, we believe code would require a total of 12 parking spaces as reflected in the following chart:

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Current Use	Original Use	Square Area/ # of Vehicles	Occupancy/ Employees	Parking Ratio	Parking Required
Office Area	Office Area	2,886	9	1 space / 300 sq. ft.	9.6
Storage/Vacant	**Office Area (Phase II)**	3,386	N/A	1 space / 2 employees	0
Storage/Garage	Storage/Garage	5,150	N/A	1 space / 2 employees	0
Storage/Vacant	**Training/Classroom**	2,006	N/A	1 space / 2 employees	0
Vehicles	2 vehicles	2 vehicles		1 space / vehicle	2
				Total Required	12
				Total Provided	15

Proposed Plan:

We understand and are sympathetic to the Village's desire to show immediate improvement on the property, therefore, we would be amenable to immediately restriping the parking lot surface to include an agreed upon number of parking spaces along the north and south walls of the building (if deemed necessary) as depicted in the included site plan. We would request a Variation to exclude the construction of any new parking islands, both for the sake of safety and also to minimize the cost of the project that we feel will ultimately be undone with a future development. To further demonstrate our commitment to enhance the property in a logical manner, we would also offer to immediately remove "Safety Town" and plant grass seed in its place for additional green space. We feel this would not be a waste of funds as we will need to demolish "Safety Town" regardless, with a future redevelopment.

We feel as though this plan would be beneficial to Paragon as it would eliminate significant wasted cost, and it would allow the Village to show some small progress in the South Corridor when there is no progress occurring elsewhere. We also feel as though the original parking island plan presented serious safety concerns given the already limited maneuvering space surrounding the building, so this compromise would eliminate that risk as an added benefit.

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Eliminate Section 4, Condition #8 (Redevelopment Plan Requirement):

Land Use Variation 20-022 Section 4, Condition #8 requires the submission of a complete Plan Commission application with a subsequent approval by July 20th, 2022. We request that the timeline be eliminated altogether for this condition as the deadline alone is causing a significant roadblock in the potential redevelopment funding process. Once we are ready for redevelopment, we will apply for all the necessary approval and certifications. The following items are specifically creating issues in securing the necessary funding:

1. For us to obtain the funding needed to finance the presently required redevelopment plans, we require a lender or financial institution to approve us for a loan. The issue we have encountered is that no financial institution will provide backing for this "owner-occupied" redevelopment if we are not guaranteed to, at minimum, occupy 60% of the new development. Land Use Variation 20-022 stipulates that redevelopment plans must be submitted and approved by The Village and, in the event of a denial, our temporary approval to operate from within this property becomes null and void, thus reducing our occupancy of the property to 0%. This is important because the entire concept of Paragon redeveloping the property hinges upon funding secured by Paragon and can only be supported by a financial institution if we are unconditionally granted an approval to operate out of the property permanently. Simply put, the very restriction that requires us to provide redevelopment plans is prohibiting us from procuring redevelopment plans at all.
2. The lack of overall development within the surrounding South Corridor is also causing a problem in securing funding for redevelopment of this property and is also a major factor as to why there cannot be a timeline imposed on the project at all. We cannot reasonably be expected to be the first property to completely redevelop given that we can reasonably operate in its current condition, and we are the only candidate willing to take occupancy to begin with. We feel as though Paragon operating out of this property in general already

2400 S. Arlington Heights Rd.
Arlington Heights, Illinois 60005
(847) 321-9428
www.pmcomfort.com

serves as a major improvement over the growing number of dilapidated and vacant properties nearby (as depicted in the supporting file). We will continue to grow organically and the only reasonable path to redevelopment will occur when our business or the surrounding area grows enough to necessitate the project.

In the Event of Application Denial:

In the event this petition is denied, and Land Use Variation 20-022 is allowed to become null and void, we will be forced to proceed with one of the following courses of action:

1. We will fully vacate the property and transition to a work-from-home model. We will do the bare minimum as required by local laws/ordinances to maintain the property, and we will wait until the remainder of the Southern Corridor has been fully developed around the property so we may fully realize the potential of our investment in the property. To help cover the tax and maintenance burden, we will continue to search for B-2 approved business to rent space from us.
2. We will move our small inventory of resale products offsite. Our sales, accounting, and dispatch personnel will then remain, thereby eliminating all possible consideration of our business as a "Contractor Shop."



Figure 1: Vacant Bank in South Corridor (Algonquin and Arlington Heights Road)



Figure 2: Vacant Retail (Corner of Algonquin and Arlington Heights Road)



Figure 3: Undeveloped Lot (NE Corner of Algonquin and Arlington Heights Road)



Figure 4: Vacant Office Space (Seegers and Arlington Heights Road)



Figure 5: Vacant Restaurant (Algonquin Road, East of Arlington Heights Road)



Figure 6: Vacant and Highly Neglected Office Building (Arlington Heights Road, South of Algonquin)



Figure 7: Empty and Neglected Office Building (Arlington Heights Road, South of Algonquin)



Figure 8: Neglected Parking Lot (Arlington Heights Road)



Figure 9: Neglected Garbage Area, Filled with Litter (Algonquin Road)



Figure 10: Neglected Parking Lot (North Algonquin Road)



Figure 11: Neglected Parking Lot (Denny's)



Figure 12:Neglected Parking Lot (Arlington Place One)



Figure 13: Neglected Parking Lot (Shell)



Figure 14: American Flag Ripped in Half, Stuck in Tree (for Months)



Figure 15: B-2 Zone, Raw Materials Stored Visibly (Arlington Heights Road)

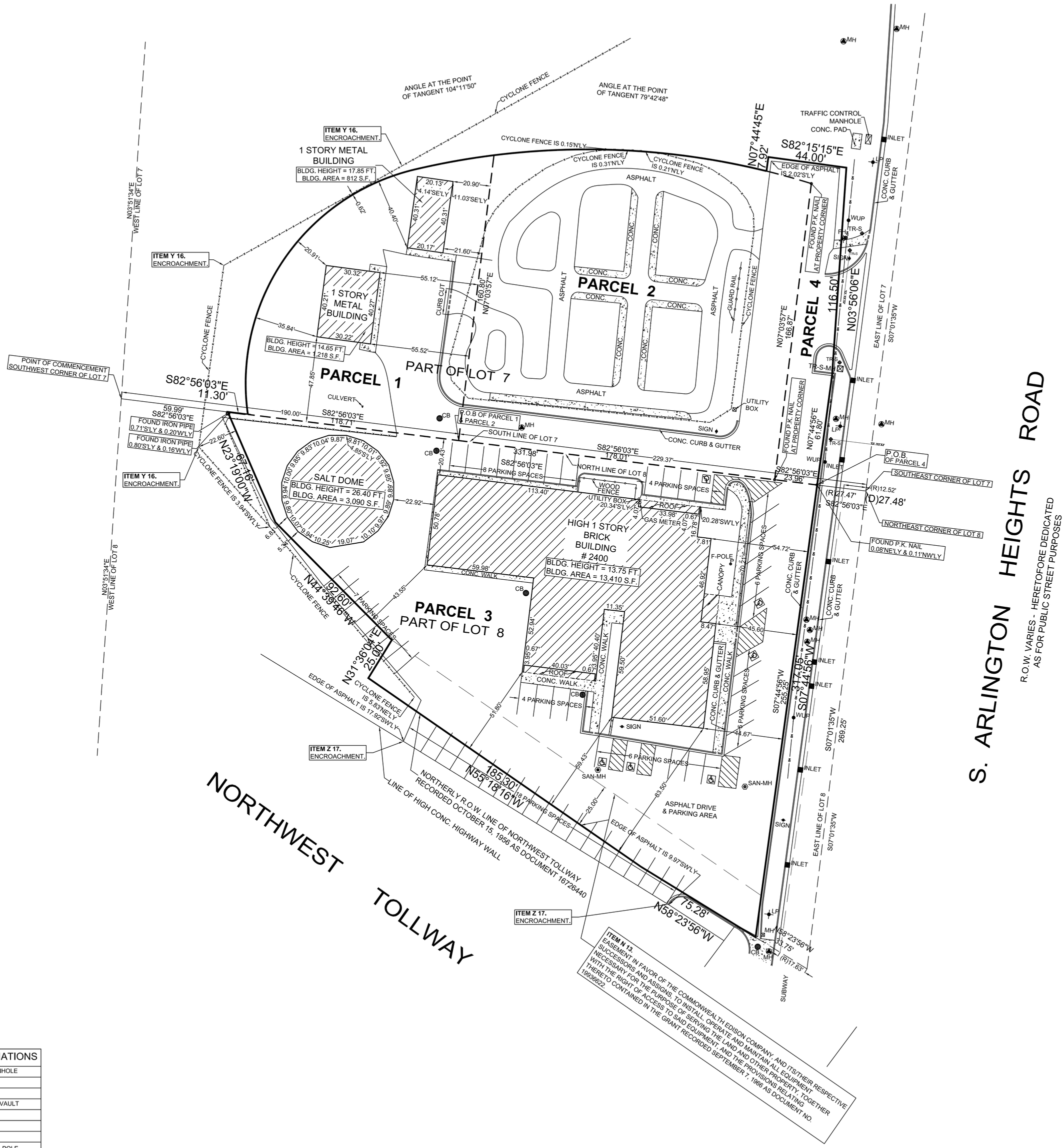


Figure 16: Most Appealing, Well-Maintained Property in South Corridor is a Contractor Shop (Path Construction)

UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
2100 N. 15TH AVENUE, UNIT C, MELROSE PARK, IL 60160
TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887 FAX : (244) 633 - 5048
E-MAIL: USURVEY@USANDCS.COM

ALTA / NSPS LAND TITLE SURVEY

0' 10' 20' 50'



LEGEND	ABBREVIATIONS
SAN-MH	SANITARY MANHOLE
CB	CATCH BASIN
INLET	INLET
WVV	WATER VALVE VAULT
FH	FIRE HYDRANT
TR-L	TRAFFIC LIGHT
LP	LIGHT POLE
WUP	WOOD UTILITY POLE
TR-S-MH	TRAFFIC SIGNAL MANHOLE
MH	MANHOLE
SIGN	SIGN
F-POLE	FLAG POLE
	HANDICAPPED PARKING SPACE
(D)	DEED DATA
(R)	RECORD DATA
(M)	MEASURED DATA

ORDERED BY: ARNSTEIN & LEHR LLP	
SCALE : 1" = 30'	
DATE : JUNE 14, 2017	
FILE No.: 2017 - 25095	

DATE	REVISION
12/18/17	REVISED PER NEW TITLE COMMITMENT
10/16/17	REVISED PER REVISED TITLE COMMITMENT
8/29/17	REVISED PER TITLE COMMITMENT DATED 8/15/17

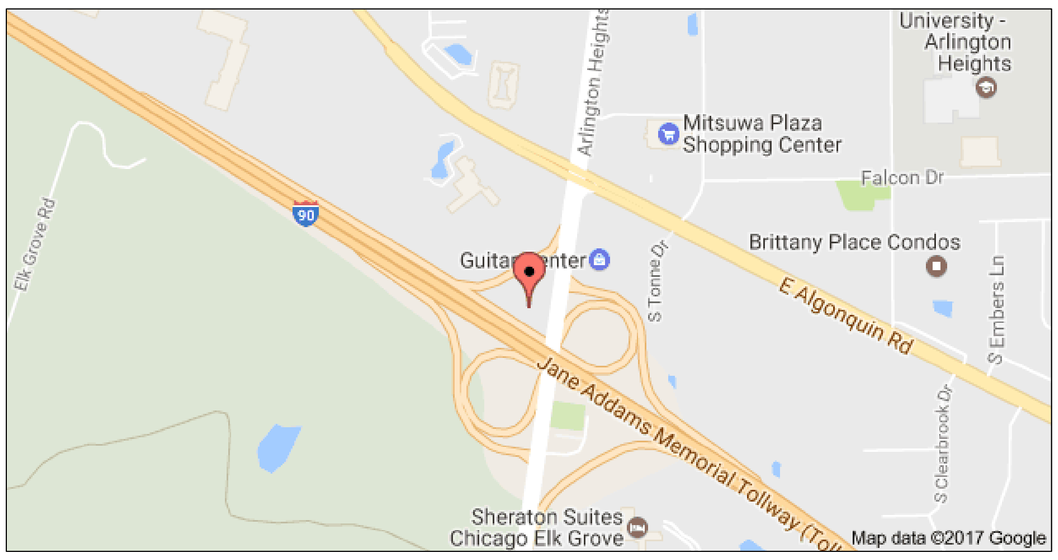
UNITED SURVEY SERVICE, LLC

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ALTA / NSPS LAND TITLE SURVEY

OF

LOCATION MAP



FLOOD STATEMENT:

SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION **"X" -** AREAS DETERMINED TO BE OUTSIDE THE0.2% ANNUAL CHANCE FLOODPLAIN BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP **17031C0211J,** WITH A DATE OF IDENTIFICATION OF **AUGUST 19, 2008**, FOR COMMUNITY NUMBER **170056 0211 J**, IN COOK COUNTY, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

NOTES:

-THE SUBJECT PROPERTY HAS ACCESS TO AND FROM A DULY DEDICATED AND ACCEPTED PUBLIC STREET KNOWN AS **S. ARLINGTON HEIGHTS ROAD.**

-THE SURVEY AND THE INFORMATION, COURSES AND DISTANCES SHOWN THEREON ARE CORRECT;

-EXCEPT AS SHOWN ON THE SURVEY, THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OR EGRESS;

- ELECTRIC, GAS, TELEPHONE AND WATER UTILITY AND STORM AND SANITARY SEWER SYSTEMS ACCESS THE PROPERTY IN LEGALLY DEDICATED RIGHTS OF WAY THAT BENEFIT THE PROPERTY.

- THERE ARE NO VISIBLE EVIDENCE OF CEMETERIES, GRAVE SITES OR BURIAL GROUNDS LOCATED ON THE PROPERTY.

ITEM # 8 FROM TABLE A
- ALL SUBSTANTIAL FEATURES OBSERVED ON THE PROPERTY HAVE BEEN PLOTTED.

ITEM # 11 FROM TABLE A
ALL VISIBLE UTILITIES ARE PLOTTED.

- ITEM # 16 FROM TABLE A
AT THE TIME OF THIS SURVEY, NO VISIBLE RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS WERE NOTED.

- ITEM # 17 FROM TABLE A
AT THE TIME OF THIS SURVEY, THERE IS NO EVIDENCE OF CHANGES IN RIGHT OF WAY EITHER COMPLETED OR PROPOSED AND RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

- ITEM # 18 OF TABLE A
THERE ARE NO WETLANDS LOCATED ON THE PROPERTY.

- ITEM # 20 FROM TABLE A
RELATING TO PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF $ 1,000,000 TO BE IN EFFECT THROUGHOUT THE CONTRACT TERM. CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO.: **1401 008984077 D2**
EFFECTIVE DATE: **NOVEMBER 29, 2017**

ITEMS CORRESPONDING TO SCHEDULE B :

ITEMS 1 - 12.
NOT SURVEY RELATED.

ITEM N 13.
EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED SEPTEMBER 7, 1966 AS DOCUMENT NO. 19936622.
(AFFECTS THE SOUTHERLY 25 FEET, MEASURED PERPENDICULARLY, OF THAT PART OF LOT 8, LYING NORTHERLY OF THE ILLINOIS STATE TOLL ROAD WHERE THE SAME CROSSES LOT 8 AS CONVEYED IN DOCUMENT 16726440)
(AFFECTS PARCEL 3)

ITEMS 14-15.
NOT SURVEY RELATED.

ITEM Y 16.
ENCROACHMENT OF THE CYCLONE FENCES LOCATED MAINLY ON THE LAND ONTO THE PROPERTY NORTHERLY, WESTERLY AND SOUTHERLY BY VARYING AMOUNTS, AS SHOWN ON PLAT OF SURVEY NUMBER 2017-25095 PREPARED BY UNITED SURVEY SERVICE, LLC DATED JUNE 14, 2017 AND LAST REVISED AUGUST 29, 2017.

ITEM Z 17.
ENCROACHMENT OF THE ASPHALT LOCATED MAINLY ON THE LAND ONTO THE PROPERTY SOUTHERLY AND ADJOINING BY APPROXIMATELY 17.92 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 2017-25095 PREPARED BY UNITED SURVEY SERVICE, LLC DATED JUNE 14, 2017 AND LAST REVISED AUGUST 29, 2017.
(PLOTTED ON THE DRAWING)

PARCEL 1:
THAT PART OF LOT 7 OF AUGUST BUSSE'S DIVISION OF PARTS OF THE EAST HALF OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 190.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 7 FOR A POINT OF BEGINNING, SAID POINT BEING 229.37 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTHERLY AND PERPENDICULAR TO SAID SOUTH LINE OF LOT 7 A DISTANCE OF 160.80 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET FOR AN ARC DISTANCE OF 44.70 FEET, WHICH FORMS AN ANGLE AT POINT OF TANGENT OF 104° 11' 50" TO THE LEFT OF SAID LAST NORTH LINE EXTENDED; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 123.00 FEET FOR AN ARC DISTANCE OF 182.21 FEET TO A POINT ON THE SOUTH LINE OF LOT 7; THENCE A EASTERLY ALONG THE SOUTH LINE OF LOT 7 A DISTANCE OF 118.71 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
THAT PART OF LOT 7 OF AUGUST BUSSE'S DIVISION OF PARTS OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 190.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 7 FOR A POINT OF BEGINNING, SAID POINT BEING 229.37 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 7; THENCE CONTINUING EASTWARD ALONG SAID SOUTH LINE FOR A DISTANCE OF 178.01 FEET TO A POINT; THENCE NORTHERLY AND PERPENDICULAR TO SAID SOUTH LINE 166.87 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET FOR AN ARC DISTANCE OF 179.48 FEET WHICH FORMS AN ANGLE AT A POINT OF TANGENT OF 79° 42' 48" TO THE LEFT OF SAID LAST NORTH LINE EXTENDED; THENCE SOUTHERLY ALONG A LINE, SAID LINE BEING PARALLEL WITH THE LAST DESCRIBED NORTH LINE FOR A DISTANCE OF 160.80 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
THAT PART OF LOT 8 (LYING NORTHERLY OF THE NORTHERLY LINE OF THAT PART OF SAID LOT 8 CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED OCTOBER 15, 1956 AS DOCUMENT 16726440) IN AUGUST BUSSE'S DIVISION OF PARTS OF THE EAST HALF OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID LOT 8 THAT PART THEREOF CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY WARRANTY DEED RECORDED APRIL 21, 1970 AS DOCUMENT 21139137 AND RECORDED MAY 3, 1970 AS DOCUMENT 21154328, AND ALSO EXCEPTING FROM SAID LOT 8 THAT PART TAKEN BY CONDEMNATION IN CASE 96L50469 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 8 WITH THE NORTHERLY RIGHT OF WAY LINE OF THE NORTHWEST TOLLWAY ACCORDING TO DOCUMENT 16726440; THENCE ON AN ASSUMED BEARING OF NORTH 58 DEGREES 23 MINUTES 56 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF THE NORTHWEST TOLLWAY ACCORDING TO DOCUMENT 16726440 A DISTANCE OF 33.75 FEET; THENCE NORTH 7 DEGREES 44 MINUTES 56 SECONDS EAST 255.25 FEET TO THE NORTHERLY LINE OF SAID LOT 8; THENCE SOUTH 82 DEGREES 56 MINUTES 03 SECONDS EAST ALONG THE SAID NORTHERLY LINE OF LOT 8 A DISTANCE OF 27.48 FEET TO THE NORTHEAST CORNER OF LOT 8; THENCE SOUTH 7 DEGREES 01 MINUTES 35 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 8 A DISTANCE OF 269.24 FEET TO THE POINT OF BEGINNING, AS DESCRIBED IN THE FINAL JUDGMENT ORDER RECORDED MARCH 17, 1999 AS DOCUMENT 99260978) IN COOK COUNTY, ILLINOIS.

PARCEL 4:
THAT PART OF LOT 7 IN AUGUST BUSSE'S DIVISION OF PARTS OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 1928 AS DOCUMENT 10023115, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 82 DEGREES 56 MINUTES 03 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 27.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 7 DEGREES 44 MINUTES 56 SECONDS EAST, 61.80 FEET; THENCE NORTH 3 DEGREES 56 MINUTES 06 SECONDS EAST, 116.50 FEET; THENCE NORTH 82 DEGREES 15 MINUTES 15 SECONDS WEST, 44.00 FEET; THENCE SOUTH 7 DEGREES 44 MINUTES 45 SECONDS WEST, 7.92 FEET TO A POINT ON A NON TANGENTIAL CURVE, HAVING A RADIUS OF 420.00 FEET, CONCAVE TO THE SOUTHWEST WITH A CENTRAL ANGLE OF 3 DEGREES 33 MINUTES 09 SECONDS, A CHORD LENGTH OF 26.04 FEET AND A CHORD BEARING OF SOUTH 74 DEGREES 25 MINUTES 16 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, 26.04 FEET; THENCE SOUTH 7 DEGREES 03 MINUTES 57 SECONDS WEST, 166.87 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 82 DEGREES 56 MINUTES 03 SECONDS EAST, ALONG SAID SOUTH LINE, 23.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

KNOWN AS: **2400 S. ARLINGTON HEIGHTS ROAD, ARLINGTON HEIGHTS, ILLINOIS 60005**

PERMANENT INDEX NUMBERS:
08 - 16 - 400 - 033 - 0000 (AFFECTS PARCELS 1 & 2)
08 - 16 - 400 - 034 - 0000 (AFFECTS <PLC 4 AND OTHER PROPERTY)
08 - 16 - 400 - 035 - 0000 (AFFECTS PARCEL 3)

AREA SUMMARY:
PARCEL 1
AREA = 15,878 SQ. FT. OR 0.364 ACRE

PARCEL 2
AREA = 30,301 SQ. FT. OR 0.696 ACRE

PARCEL 3
AREA = 52,478 SQ. FT. OR 1.205 ACRE

PARCEL 4
AREA = 4,254 SQ. FT. OR 0.098 ACRE

TOTAL AREA = 102,911 SQ. FT. OR 2.363 ACRES

PARKING SPACE TABLE	
TYPE OF SPACE	TOTAL EXISTING
REGULAR	52
HANDICAP	6
TOTAL	58

SURVEYOR'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, **ROY G. LAWNICZAK**, A REGISTERED LAND SURVEYOR, **LICENSE NO. 35-2290**, IN AND FOR THE STATE OF ILLINOIS AND LEGALLY DOING BUSINESS IN COOK COUNTY, DO HEREBY CERTIFY TO:

- HVAC EQUIPMENT SALES, LLC

- TOWN OF ELK GROVE,
A QUASI MUNICIPAL CORPORATION AS TO PARCELS 1, 2 AND 3 AND ELK GROVE TOWNSHIP, AS TO PARCEL 4

- CHICAGO TITLE INSURANCE COMPANY

AND TO THEIR SUCCESSORS AND ASSIGNS, THAT:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH **2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS**, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1),7(c), 8, 9,11,14, 16, 17, 18 AND 20 OF **TABLE A** THEREOF.

THE FIELD WORK WAS COMPLETED ON JUNE 14, 2017.

DATE OF PLAT: DECEMBER 18, 2017

ROY G. LAWNICZAK
35-002290
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
CHICAGO, IL

BY:_____
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2018
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2019

ORDERED BY:
ARNSTEIN & LEHR LLP
SCALE : 1" = 30'
DATE : JUNE 14, 2017
FILE No.: 2017 - 25095

DATE	REVISION
12/18/17	REVISED PER NEW TITLE COMMITMENT
10/16/17	REVISED PER REVISED TITLE COMMITMENT
8/29/17	REVISED PER TITLE COMMITMENT DATED 8/15/17

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
July 6, 2020
7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

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

Trustee Scaletta was absent.

Also present were: Randy Recklaus, Robin Ward, Becky Hume, Nick Pecora and Charles Perkins.

IV. APPROVAL OF MINUTES

A. Committee of the Whole 06/08/2020 Approved

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

Absent: Scaletta

B. Village Board 06/15/2020 Approved

Trustee Bert Rosenberg moved to approve. Trustee Richard Baldino Seconded the Motion.

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

Absent: Scaletta

C. Committee of the Whole 06/29/2020 Approved

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

Absent: Scaletta

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 06/30/2020 Approved

Trustee Bert Rosenberg moved to approve in the amount of $2,901,512.48. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Schwingbeck, Tinaglia

Absent: Scaletta

VI. RECOGNITIONS AND PRESENTATIONS

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

Paul Scott of Bridging the Black/White Divide said in 133 years the Village has not hired a Black police officer. The 20/21 Board goal of increasing diversity needs more specificity. The Village needs to be more welcoming. Deliberate steps need to be taken. How the sins of the past are handled today is important.

Elizabeth McKay thanked the Police Department for it's comprehensive presentation. She said that people of color work in the Village. At Northwest Community Hospital, 35% of the employees are people of color. At the Lutheran Home, 50% of employees are people of color. These people keep our lives running and deserve a diverse police force. She asked if the Village signed the 8 Can't Wait pledge and if the Police Department is meeting those standards.

President Hayes believes that Arlington Heights is a welcoming place. Nothing prevents a person of color to live or work in the Village. Of course we can do better, that's why it is a priority. He said there is nothing to apologize for. In the past two years, the Village has been chosen as the best place to live in a Daily Herald poll and the 25th most livable community for a town of its size in the nation.

Chief Pecora said the Village meets all the 8 standards. The only situation in which force can be used is when the life of an officer is in danger. The General Orders have been enhanced and now include a duty-to-intervene.

Mr. Recklaus said the Village is interviewing consulting firms to develop a diversity and inclusion audit next week. He is also working with the Chamber of Commerce on a Diversity 2020 program. The Village's Human Resources Director is participating in a diversity symposium next week and the Village is organizing a Community Conversation on diversity with the Park District, School Districts and Library.

Trustee Canty said we have a history that we need to recon with. There is room to grow and move forward. She appreciated all these efforts.

George Motto said he appreciated the efforts toward inclusion. He said he is worried about people not wearing masks when dining out at Arlington Alfresco. He said police officers should be wearing masks.

Mr. Recklaus said mask enforcement is difficult. All the Village can do is make sure there is enough room for social distancing. The Village Policy for employees requires them to wear masks if they will be within 6 feet of others.

IX. OLD BUSINESS

A. Report of the Committee-of-the-Whole Meeting Approved of June 15, 2020

Review of the 12-month period ending 12/31/19 Comprehensive Annual Financial Report (CAFR)

> Trustee Scaletta moved to accept the CAFR as presented. Trustee LaBedz seconded the motion. The motion passed unanimously

Trustee Robin LaBedz moved to approve of the 12-month period ending 12/31/19 Comprehensive Annual Financial Report. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Schwingbeck, Tinaglia

Absent: Scaletta

B.	Report of Committee-of-the-Whole meeting of June 29, 2020 Review of Proposed 2021-2025 Capital Improvement Program Trustee Canty moved, seconded by Trustee Padovani, that the Committee-of-the-Whole recommend to the Village Board that the Board approve the proposed 2021-2025 Capital Improvement Program and that the first year of the program totaling $34,128,700 be incorporated into the Village's proposed 2021 budget.	Approved

Trustee Mary Beth Canty moved to approve the 2021-2025 Capital Improvement Program and the first year amount of $34,128,700 be incorporated into the Village's proposed 2021 budget. Trustee Greg Padovani Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Schwingbeck, Tinaglia

Absent: Scaletta

C.	Report of Committee-of-the-Whole Meeting of June 29, 2020 Operating Fund Overview/Recommended Budget Ceiling 2021 Trustee Rosenberg moved, seconded by Trustee Tinaglia, that the Committee-of-the-Whole recommend to the Village Board that the Board approve the 2021 budget ceilings of $79,861,000 for the general fund; and $24,350,600 for the water & sewer fund.	Approved

Mr. Recklaus said these are parameters set for next year. It's going to be a tough year, and the goal is to keep property taxes as low as possible. This is the second year in a row of a zero percent increase.

Trustee Bert Rosenberg moved to approve the 2021 budget ceilings of $79,861,000 for the General Fund and $24,350,600 for the Water and Sewer fund. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Schwingbeck, Tinaglia

Absent: Scaletta

X. CONSENT AGENDA

CONSENT OLD BUSINESS

CONSENT LEGAL

A.	A Resolution Authorizing the Execution of an Intergovernmental Cooperation Agreement Between the Village and the Town of Normal and Authorizing Normal to Exercise the Powers of the Village of Arlington Heights, Illinois in Connection with an MCC Program and a Loan Finance Program	Approved

Trustee Mary Beth Canty moved to approve R2020-014/A2020-047. Trustee Greg Padovani Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Schwingbeck, Tinaglia

Absent: Scaletta

B.	An Ordinance Establishing the Speed Limit on Certain Streets in the Village of Arlington Heights (East Olive St between N Douglas Ave and N Windsor Dr; East Brittany Dr between N Arlington Heights Road and N Highland Ave; and West Brittany Drive between N Dunton Ave and N Highland Ave)	Approved

Trustee Mary Beth Canty moved to approve 2020-019. Trustee Greg Padovani Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Schwingbeck, Tinaglia

Absent: Scaletta

C.	An Ordinance Designating Two-Way Stop Streets (Heritage Park)	Approved

Trustee Mary Beth Canty moved to approve 2020-020. Trustee Greg Padovani Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Schwingbeck, Tinaglia

Absent: Scaletta

CONSENT REPORT OF THE VILLAGE MANAGER

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

A. Paragon Mechanical - 2400 S. Arlington Heights Rd. - PC#20-004
Land Use Variation, Rezoning
Approved

Kevin Polka, owner of the property and Paragan Mechanical, said he would like to operate his business out of this site that he purchased from Elk Grove Township. The Township had been operating in this space until March of 2020. Paragon worked out of a building at 11 N. Arlington Heights Road and received a Land Use Variation for that location which is zoned B-2. Paragon Mechanical is a licensed and registered contractor with the Village. Mr. Polka showed long range renderings for the site, but in the meantime wishes to operate in the building as it is today. He would add some landscaping, but would like to hold off on a full landscape plan until phase two so that plantings didn't need to be put in only to be replaced after a few years. His business has been operating out of home for a couple of years, and he only parked trucks at the site. Mr. Polka asked for relief on condition #6 of the Plan Commission recommendation, saying he did not want additional sign restrictions that were outside of the Code. He said signs near the on ramps were critical to his success.

Mr. Perkins said Paragon began illegally parking on the site on or prior to April 2018 after purchasing the property. A violation ticket was issued in August of 2019 by the Building Department. The vehicles were moved for a short time thereafter. In February 2020, Paragon submitted their request for the Land Use Variation.

The Village Board recently approved the South Arlington Heights Road Redevelopment Plan and TIF District thereby setting goals and providing financing for the area. Mr. Perkins said Paragon is a great business in the community. The Arlington Heights Road site has not been properly maintained and is not a good view into the corridor. Mr. Perkins said staff would like the property maintained, cleaned up, redeveloped and a phased landscaping plan implemented. A full landscape plan would not be necessary for phase 1 implementation. Staff's recommendation was to deny

the variation for a contractor shop on this site. The Plan Commission voted to approve it with conditions by a 6-3 margin. Signs would not be permitted on the frontage road and a monument sign would be required on Arlington Heights Road.

President Hayes asked if there were assurances that Phase two would occur. He said he liked the requirement suggested by staff to limit the variation for two years if the second phase plans were not submitted. Staff does not object to the rezoning. President Hayes said it does not make sense to approve the rezoning if the project is not approved.

Trustee Tinaglia asked for the background information on why the site was zoned R-1. Mr. Perkins explained that when properties are annexed, they are automatically classified as R-1. The two lots on this site were annexed in 1963 and 1983. Mr. Polka said he purchased the property at a public bid 18 months ago. Trustee Tinaglia said he didn't have a problem with the use, but struggled with the lack of an official petition for phase 2. He said it is unfair to look at the renderings as nothing will happen for many months.

Trustee Rosenberg said the Board has never approved a petition not knowing what will happen. He approved of the staff condition. He said it did not make sense to put in landscaping if it had to be ripped out again. He asked if there would be storage or fabrication. Mr. Polka said no.

Mr. Polka said he is presenting his vision, it's a unique situation. He doesn't have the funds to develop the site now. He plans to use the site as it is, maintain it and improve it in the future as his business grows.

Trustee Schwingbeck asked why the Code violations occurred and why nothing changed after the citations were issued. Mr. Polka said there were a series of misunderstandings. He had a lease agreement with the Township, when the Village issued the violations, he was not there. Bad assumptions were made. After he understood, he moved the vehicles to the back. The Township was responsible for maintenance during their lease. They moved out in March. He said it will be maintained now. Trustee Schwingbeck said he wanted to make sure Mr. Polka would do what was asked. Mr. Polka said his business operated at 11 N. Arlington Hts. Road without any complaints and they backed up to a residential neighborhood.

Trustee Baldino asked what other kinds of businesses could be on the site. Mr. Perkins said drug stores, hotels and fast food restaurants would fit on the site. In the Village, Walter E. Smithe has a similar site. Trustee Baldino said he wants to support a local business, but doesn't want to approve a plan that isn't a plan. He liked the idea of a deadline.

Trustee LaBedz discussed the parking issues that could be possible with other uses. She asked why the trucks were parked there if the business was not. Mr. Polka said two trucks were parked there and employees kept the

other vehicles at their homes. This was part of the agreement with the Township. Trustee LaBedz wanted the trucks to be parked out of sight of the roadways and they were not, even though it was possible. That is the intent of the Code. Trustee LaBedz asked for the front of the building to be made presentable with more landscape screening. She liked the staff presented time line and conditions.

Trustee Canty said she also liked holding the developer to the 2 year timeline. She said it is a challenge to get things developed in the southern corridor.

Trustee Padovani concurred. He asked what the impacts were if the timeline was not met. Mr. Perkins said the petitioner could request an extension. The challenge is that the property was purchased without the correct zoning. If it was not a local business, staff would not have considered the request. He wished they had asked about the issue prior to purchasing the property. If the Land Use Variation becomes voided, the business would have to vacate the building that they own.

President Hayes said he did not like the legal ramifications and was not comfortable with supporting the petition.

Trustee Tinaglia agreed, saying it was a slippery slope. He struggled with telling someone they can't operate their business. He said he wants something wonderful for the south corridor and believes this project might sell the Village short.

Mr. Polka said he needs the signage to make the deal work. He said there are no absolutes in development and in the recession, this is a great offer for the Village. Trustee Tinaglia said for him, signage is not the issue. He cares more about keeping the corridor on the right path.

Mr. Polka said there are no materials on site and no fabrication. He's okay with only keeping two trucks there. The Village won't get anything better in the current economic climate. He purchased the property via a public bid and no one has approached him to purchase it. The world is changing and the Board's vision is not reality. His company would have less of an impact than the use that has been there for 35 years. Mr. Polka said he wants permission to have the signs allowed by Code. The Plan Commission's recommendation holds him to a higher standard.

Trustee LaBedz asked staff to work with the petitioner to develop a moderate landscape plan as she would like more beautification.

President Hayes said the approval assumes phase 2 will occur, it puts the Village in a bad position and the use is not his long range vision for the area.

Trustee Baldino said he heard Mr. Polka on the sign request but a rendering

is not a plan. He said his supports the Plan Commission's recommendation.

Trustee Tom Schwingbeck moved to concur with the Plan Commission's recommendation with the following additional conditions: 1. That staff work with Paragon to develop a moderate beautification plan for Phase 1. 2. Within 2 years of Ordinance approval, the petitioner shall submit a complete Plan Commission application and redevelopment plan for the property. If no application is submitted and subsequently not approved, the Land Use Variation shall be null and void. Trustee Richard Baldino Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, LaBedz, Padovani, Schwingbeck
Nays: Hayes, Rosenberg, Tinaglia

Absent: Scaletta

XIII. LEGAL

A.	An Ordinance Amending Chapters 16 and 18 of the Arlington Heights Municipal Code (Section 16-406 - Nuisance Prohibited; Section 18-307 - Negligent or Distracted Driving; Section 18-405 - Administrative Hearing)	Approved

Mr. Recklaus said this cleans up the Code. Language was added at Trustee Canty's suggestion to give examples of what constitutes distracted driving. The Staff recommended changes included adding language for compliance with ADA and removing references to unattended horses.

Trustee Mary Beth Canty moved to approve 2020-021. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Schwingbeck, Tinaglia

Absent: Scaletta

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

XVII. ADJOURNMENT

Trustee Richard Baldino moved to adjourn at 9:12 p.m.. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Rosenberg, Schwingbeck, Tinaglia

Absent: Scaletta

APPROVED

PLAN
_____
_____
_____

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

COMMISSION

RE: PARAGON MECHANICAL - 2400 SOUTH ARLINGTON HEIGHTS ROAD - PC# 20-004
LAND USE VARIATION, REZONING

REPORT OF PROCEEDINGS had before the Village of

Arlington Heights Virtual Plan Commission Meeting taken at the Arlington Heights

Village Hall, 33 South Arlington Heights Road, Arlington Heights, Illinois on the

13th day of May, 2020 at the hour of 7:30 p.m.

MEMBERS PRESENT:

TERRY ENNES, Chairman
JAY CHERWIN
SUSAN DAWSON
GEORGE DROST
BRUCE GREEN
LYNN JENSEN
JOE LORENZINI
JOHN SIGALOS
MARY JO WARSKOW

ALSO PRESENT:

SAM HUBBARD, Development Planner
JAKE SCHMIDT, Assistant Planner

CHAIRMAN ENNES: Hi, everybody. So, I'll call this meeting to order, our first virtual meeting of the Plan Commission. It's been a long time since we've met. I'm going to ask us to do the Pledge of Allegiance, but we can all stay seated.

(Pledge of allegiance recited.)

CHAIRMAN ENNES: Okay, so Sam, would you please call the roll?

MR. HUBBARD: Yes. Commissioner Cherwin.

COMMISSIONER CHERWIN: Here.

MR. HUBBARD: Commissioner Dawson.

COMMISSIONER DAWSON: Here.

MR. HUBBARD: Commissioner Drost. Commissioner Drost, I see you, but you're on mute. If you press and hold the spacebar, you'll get off mute temporarily. While you press it, there you go. You've got to hold the spacebar down while you're talking.

COMMISSIONER DROST: Okay, got it. Thank you.

MR. HUBBARD: All right, present and accounted for. Commissioner Green.

COMMISSIONER GREEN: Here.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Here.

MR. HUBBARD: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER WARSKOW: Here.

MR. HUBBARD: Chairman Ennes.

CHAIRMAN ENNES: Present.

So, good to see where everybody's sitting and working from, quite a wide variety of places.

This evening, we are going to hear two petitions. Before we get going on those, I would like a motion to approve the minutes from our last two meetings which were sometime ago, February 26th, the 710 North Dunton Avenue Lot Consolidation, and Shirley Ryan Ability Lab.

COMMISSIONER GREEN: I'll make a motion for approval.

COMMISSIONER JENSEN: I'll second.

CHAIRMAN ENNES: Who was the second?

COMMISSIONER JENSEN: Lynn Jensen.

CHAIRMAN ENNES: Okay, and all in favor?

(Chorus of ayes.)

CHAIRMAN ENNES: Do we need to take a roll on these, Sam?

MR. HUBBARD: No, I think I mentioned --

CHAIRMAN ENNES: Just so you know it.

MR. HUBBARD: If we could just make it clear --

COMMISSIONER DROST: I wasn't there.

MR. HUBBARD: If anyone wasn't there, please let me know.

Then once we're through with this, I'd just like to go over a few best practices for the evening's meeting so that we're all on the same page.

CHAIRMAN ENNES: Okay.

MR. HUBBARD: So, did anyone not vote for approval of the minutes?

CHAIRMAN ENNES: I did not because I was not there, Chairman Ennes.

MR. HUBBARD: Okay, one non-vote for Ennes. Thank you.

COMMISSIONER DROST: And Drost.

MR. HUBBARD: And Drost, okay. All right, so that's seven in favor and two not voting.

All right, so I just want to welcome everyone to our meeting this evening on May 13th. It's going to work a little bit different this evening compared to our standard format since we're doing virtual hearing over Zoom.

So, the way this is going to work this evening is Staff will begin with an overview of the project and the Staff report and presentation. Then the Petitioner will be able to provide additional commentary and responses to Staff's questions. Then the Plan Commissioners can deliver their initial comments and questions. Then we'll open it up to the public.

If any public is in attendance and watching over a computer over Zoom, when we get to the public attendance comment section, if you have a comment, please raise your hand in Zoom. That way I'll see that you want to make a comment. Or if you dialed in over a phone, please dial *9, and then you'll be added to the queue to speak on this petition. Once all public commentary has been received, we'll close the public hearing and then we'll go into final deliberations on the project.

It's really important if you're not speaking, if you can always keep it muted on Zoom. Any type of movement of paper or shuffling of things in your office or typing on the keyboard will automatically have the camera go to you even if you're not the one speaking. So, I can strongly, strongly encourage people to keep themselves on mute unless they have something to say. If you're watching this and participating over a computer, if you press and hold the spacebar, it will automatically unmute you while you're holding the spacebar and you can make your comment. Then after you're done, you can let go of the spacebar and you'll automatically be put on mute again. Otherwise, you'll just have to click the mute and unmute function on Zoom.

If I lose my connection this evening, please just stay here. You can all stay in the meeting until I am able to reconnect. Or if you lose your connection, then you can just reconnect using the same login and password as you did the first time.

That being said, we're ready to start the new business, Terry.

CHAIRMAN ENNES: Okay, I have one comment to make before we start with the hearing on Paragon, and that is that Mr. Polka, I have known him for sometime. We have been a, he is a client of the firm that I owned until February. I'm no longer an owner of that firm. I'm kind of retiring. So, I have discussed this with a couple of people within the Village and they felt that there wasn't a conflict on this property. I am familiar with it. So, you know, in the spirit of being open, I just want to make you aware of that.

So, for this hearing, I would like to start. Sam, you said you're going to start with your report first?

MR. HUBBARD: Yes, absolutely. I would make a -- I would note that all public notices on this project have been given. Once I give my report, you can ask if the Staff, if the Petitioner has read the Staff report and you can swear them in. Then we can proceed in that regard. So, let me jump into the presentation here. Hold on.

CHAIRMAN ENNES: Okay.

MR. HUBBARD: All right, can everyone see the presentation?

(Chorus of yeses.)

MR. HUBBARD: All right, so the subject of the hearing this evening is 2400 South Arlington Heights Road. The property is currently zoned R-1. It's a One-Family Dwelling District with a portion on the northern side of the site zoned in the B-3 General Service, Wholesale and Motor Vehicle District. The Petitioner has requested a rezoning from the two districts into the B-2 General Business District, and Staff is supportive of this rezoning. The B-2 District allows for a wide range of commercial land uses, and given the surrounding land uses and the subject property's location along a major arterial thoroughfare, we believe that the B-2 District is appropriate for this location.

The variations that are also requested this evening, one of them relates to this rezoning, and that's because the minimum allowable size in the B-2 District is four acres. Upon examining the subject property, it would only be a portion of B-2 area that's 2.36 acres, and therefore, a variation is required. Staff is supportive of this requested variation. We believe that the B-2 District will allow a range of uses that's generally compatible with the existing uses within the area, and the B-2 Zoning will not alter the essential character of the locality. There is a large area of existing B-2 zoned land, approximately 200 feet to the north of the subject property.

The Petitioner is proposing to occupy the land with Paragon Mechanical which is a mechanical work contractor that services both residential and commercial clients. Per their website, they specialize in heating and cooling and domestic hot water, and they offer installation and replacement, repair and general maintenance of these types of systems. They did receive a land use variation in 2010 to allow their business at 11 North Arlington Heights Road which is zoned B-2 as well.

Paragon is a licensed and registered contractor with the Village of Arlington Heights Building Department, and the use is defined as a contractor shop per our zoning code which states that any establishment used for conducting administrative, clerical, and general business affairs, indoor maintenance, indoor storage of contractor vehicles, equipment and materials, and may include a contractor's business office and also a design showroom. That's what a contractor shop is per our code and the Petitioner's business fits that classification.

This type of use is not allowed in the B-2 District and, therefore, a land use variation is required, and I'll get into the details of that later on in the presentation. Additionally, a variation is required to waive the requirement for a traffic and parking study by a certified traffic engineer, and I'll get into that as well later.

So, here's an aerial of the subject property. It's two and a third acres in size and it's the former home of the Elk Grove Township facility. The Petitioner has purchased the entire site which is occupied by a single-story building

about 13,000 square feet, as well as two auxiliary storage garages, a salt dome, and a children bicycle safety area. The Petitioner has been occupying this building since as early as July 2019.

Primary access to the site comes from a full access signalized intersection with Arlington Heights Road, and the site has street frontage and visibility on all three sides; to the east along Arlington Heights Road, to the north and northwest on the on-ramp, and to the south and southwest on the I-90 tollway. This site has excellent vehicular access with the traffic signal and has great visibility from its frontage. There are approximately 57 exterior parking spaces on the site and 13 interior spaces for a total of 70 parking spaces on the site.

Here's the site plan. Paragon's business plan consists of two phases. The first phase involves the establishment of their business on the subject property where they'd like to occupy the site as is. This slide shows the existing conditions on the site. Hours of operation for Paragon would be 7:00 a.m. to 5:00 p.m., and there would be six office employees working out of the site as well as nine technicians and installers that work out of their vehicle and only come to the site as needed. So, that's a grand total of 15 employees. Again, there are 57 exterior spaces and 13 interior spaces, so 70 spaces for 15 employees.

Paragon currently owns one runner van and eight work trucks. The van and one of the trucks would be permanently stored on site at the rear of the property behind the building so it's not going to be visible from Arlington Heights Road. The remaining vehicles go home with the technicians at the end of the day and are not stored on the subject property overnight. Technician trucks would occasionally access and park at this site during the day for miscellaneous purposes such as material pickup or meetings, but day-to-day operations are designed where the products are delivered directly to a job site, the technicians drive from their home to each job site without being required to stop at the subject property.

The Petitioner has stated that the van may also be stored within one of the garages, and then if technicians need to access the site during the day, they will be required to park at the rear of the building so as not to be visible from Arlington Heights Road. Paragon does not own any heavy machinery or equipment.

This is the floor plan showing the site. During phase one, they would occupy approximately 2,800 square feet of office space where they would manage their day-to-day functions like accounting, scheduling and sales; and then about 2,000 square feet of training space used to train their installers and technicians on new equipment, installation or repair techniques; and then about 5,000 square feet of storage space for vehicles and miscellaneous materials like thermostats, smoke detectors, igniters, flame sensors, et cetera. The remaining portion of the building, about 25 percent, would be left vacant while the Petitioner finalizes details for phase two of their business plan.

Phase two entails a multi-use redevelopment of the site. This is a conceptual rendering showing the potential future redevelopment of the site. In this phase two redevelopment, approximately one-third of the site would be occupied by commercial uses like, you know, either an office or a small coffee shop or something along those lines. Then the remaining two-thirds of the site would be redeveloped as Paragon's in-home smart hub which would provide hands-on assistance to customers in choosing the right products for their home or business. The hub would have an array

of products and systems installed and fully operational for both residential and commercial customers to view and experience to help them make a well-informed decision before purchasing or scheduling an installation.

Ultimately, Paragon would like to expand to satellite locations throughout the Chicagoland suburbs, all of which would report back to the hub location on the subject property. The training center may expand in phase two to offer training for individuals outside of the Paragon organization. Build-out of this Arlington Heights hub and accompanying commercial uses would take place approximately two years after occupancy of the site. Final details on the future of phase two redevelopment have yet to be determined, although it would involve a substantial remodel or demolition of the existing building as well as significant exterior site alterations. This is just a concept at this point. If and when this moves forward, it would require special zoning consideration through the Plan Commission, you know, regardless of whether or not the land use variation is approved this evening.

Relative to parking, any land use variation or rezoning that's greater than 5,000 square feet and located on a major arterial which is Arlington Heights Road, is required to provide a traffic and parking study by a certified traffic engineer. The Petitioner has requested a variation to waive this requirement and provided written justification in support of that variation. Staff concurs that the necessary criteria for approval of this variation have been met. Given the characteristics of Paragon's business operations where technicians keep their contractor trucks at their personal residences and are dispatched directly from their home to a job site and only occasionally access the site, plus the low amount of office staff that would be working out of the facility in combination with the low expected volume of walk-in customers, Staff believes that the traffic impact from this use would be minimal. We would note that the site contains a surplus parking relative to requirements and expected parking demand. So, we're supportive of this variation.

In June of 2018, the Petitioner appeared before the Conceptual Plan Review Committee for review of this project. Overall, I would say that the Conceptual Plan Review Committee expressed some concerns with the use of the site as a contractor shop, but they were supportive of the future phase two development concept. At that time, the future phase two development concept did not contemplate any commercial uses; it would have just been for the Paragon smart hub. The Conceptual Plan Review Committee encouraged the Petitioner to work with Staff to address the impact of contractor vehicle storage, and there were some members that questioned whether this was an appropriate land use at this location.

So, Staff's first knowledge of Paragon on the subject property came in February of 2018 when we observed Paragon trucks being stored on their property and parked at the front of the site along Arlington Heights Road. Contractor vehicles were observed again in April and July of 2018. Then, around July of 2018, the Village made contact with Paragon to inform them that vehicle storage on the property was not allowed. Historical Google street view images showed the parking continuing to occur in September, October and November of 2018. In July of 2019, Village Staff observed Paragon trucks still being parked on the subject property, and it was discovered that Paragon had vacated their previously approved location on North Arlington Heights Road and their website now advertised that they were located at the subject property, 2400 South Arlington Heights Road.

Occupancy of the subject property without proper zoning approval is a violation of the zoning code. So, in August of 2019, the Village reached out to Paragon on two separate occasions to inform the Petitioner that occupancy onsite was not allowed. Through the remainder of 2019, Paragon continued to illegally occupy the site without pursuing the necessary zoning approvals until February of this year when they did submit a Plan Commission application. I would note that Staff has not observed contractor vehicle parking at the front of the site along Arlington Heights Road since this application has been received.

So, for any land use variation to be approved, it has to meet certain criteria as outlined in zoning code. On the screen, you can see that criteria. Based on an analysis of these standards, the Staff Development Committee does not believe that a contractor shop, which is a quasi-industrial/service-related use, is compatible with the existing land uses of nearby property. In reaching this finding, we considered the unique aspects of this use at this unique property.

The property has excellent visibility with roads on three sides. It also directly abuts a major interstate highway and is located along an entrance and exit to this highway. The property is also part of the South Arlington Heights Road Corridor, which is an overwhelmingly commercial corridor in nature. The site is a prominent gateway into the Village, and this property is specifically referenced within the South Arlington Heights Road Corridor Plan which outlines a vision for this site as being part of the commercial gateway into the Village.

Given the location and excellent site access, this property is ideal for commercial uses. I want to be clear; we don't take any issue with Paragon as a business. We've read some great online reviews about the work they do. We talked to people that can vouch for their knowledge and expertise in the mechanical contractor realm. We know they're also a philanthropic business. They give back to the community that they're part of. We think that Paragon is a great asset to Arlington Heights. We just don't believe that this is an appropriate site for their business.

So, relative to the first standard on this slide and the essential character of the area, Staff finds that a contractor shop does not fit with the pattern of development in the vicinity. It would alter the essential character of the locality.

Any exterior storage of contractor trucks would be unsightly and detrimental to the surrounding community, to the surrounding properties. Although trucks parked at the rear of the site would not be visible from Arlington Heights Road, they will be visible from both the tollway and on-ramp. Given the unique characteristics of the site, we found the proposed use to be incompatible with the existing land uses and zoning of nearby properties. Relative to the spirit and intent of the Zoning Code, Section 2.14 of the Zoning Code states that one of the intents of the code is to provide for the gradual elimination of non-conforming uses of land, buildings, and structures which are adversely affecting the character and value of desirable development in each district.

The South Arlington Heights Road Corridor Plan outlines a vision for the general uses that are desirable in this area. This plan was prepared with extensive community outreach and participation. It states that commercial uses on the site are appropriate. While it's true that this use would replace the Elk Grove Township maintenance and office facility, it's establishing a similar use that would have

comparable adverse effects on the character of the area. Service-related uses on the site with excellent access located along a major commercial corridor directly off of an expressway interchange will detract from the commercial character of the area.

This is not a gradual elimination of a non-conforming land use because a non-conforming land use will still occur on the subject property. Land use variations run in perpetuity. So, no elimination of a non-conforming land use is occurring here. To put it another way, one non-conforming use has terminated and another non-conforming would be established with rights to continue in perpetuity.

Finally, the Staff Development Committee does not believe that the variance requested is the minimum variance necessary to allow for reasonable use of the property. There are a wide range of uses allowed in the B-2 District that would allow reasonable use to the property, and the property has not been vacant for any significant period of time. The approval of a land use variation to allow a contractor shop on the subject property is a substantial departure from the permitted uses within the B-2 District beyond what is necessary to allow for reasonable use of the property.

For these reasons, the Staff Development Committee does not believe the necessary criteria for land use variation approval have been met. I mean, look, we understand that Paragon is not your typical contractor shop. We acknowledge that they don't have a large fleet of vehicles being stored overnight on the site. There isn't a fleet of contractor trucks that arrive and depart every morning and come back every night as part of their typical operations. They don't do repair or assembly of equipment on site. The mechanical systems that they install are typically shipped directly to the job site for any minor assembly and subsequent installation.

So, we agree that the use as is currently proposed doesn't represent a massive leap in the wrong direction like a typical contractor shop might entail. However, as this business grows, the intensity of the use will only increase, and business operations may change to more resemble a typical contractor shop. Even at the extent proposed, it is still a step in the wrong direction relative to the vision laid out for this corridor. This location is a prominent gateway to the community that is prime for commercial uses. The 2020 to 2021 strategic priorities of the Village Board call for improvements to the gateways into the Village, and establishing this use at this location is going in the wrong direction. As such, Staff is not supportive of the request to land use variation.

CHAIRMAN ENNES: Sam, is that the end of your report?

MR. HUBBARD: So, in conclusion, we do believe that the criteria for the rezoning and the variations have been met. However, we do not believe that the criteria for land use variation approval to allow a contractor shop has been met, and we would recommend denial of that portion of the application. That does conclude my presentation.

CHAIRMAN ENNES: Thank you, Sam. Is there a motion to approve the Staff report? Maybe it would help if, when you make a motion or second, if you state your name.

COMMISSIONER DROST: Commissioner Drost, I make a motion to accept the report.

COMMISSIONER WARSKOW: Mary Jo, I'll second it.

CHAIRMAN ENNES: All in favor? Anyone opposed?

(Chorus of ayes.)

CHAIRMAN ENNES: Was anyone opposed?

(No response.)

CHAIRMAN ENNES: Okay, so seeing approval of the Staff report, that would be entered into the record. We will go to the Petitioner's report.

Mr. Polka, I am going to swear you in at this time. If you could state your name and swear to tell the truth about the matters before you this evening?

(Witness sworn.)

CHAIRMAN ENNES: Okay, would you please provide us with your report? Let me also state, Mr. Polka, there are a number of conditions involved in your application or the petition. When you give us your report, would you discuss any with us what you disapprove of?

MR. POLKA: Absolutely. So, when you, and forgive me, even though I went through this in 2010, I'm a little rusty on the process. I was hoping that at some point I could talk to you just about the business and overall. I don't have a formal slide show. Sam did a great job, better than me. I have a report that I'm going to read off of a little bit. Is that okay? So, would that be the time now?

CHAIRMAN ENNES: That would be good. That's perfectly okay, and go ahead and tell us about your business if that's, you believe that's material.

MR. POLKA: So, I just wanted to say to Sam, I appreciate, he's put a lot of effort into this. Him and I have gone back and forth a lot. It's been a challenge for me to be doing this amongst many other things.

Before, I want to just explain to everybody here a little bit about me. I live in Arlington Heights. I have two great kids and a wife who also live in Arlington Heights. I came to Arlington Heights back in about 2009, or 2008. Then shortly after that, my business was in Mount Prospect; we brought it to Arlington Heights. As Sam mentioned, we had a very similar situation, but I like Arlington Heights. I like the community; I'm a part of it. I enjoy being here, and my kids like it, too.

But I want to, before getting into the business and the property, I really want to address something. I had the opportunity to talk with Mr. Perkins yesterday. I apologize, I didn't get a chance to inform Sam about that conversation. But though, Mr. Perkins, the Director, and I didn't get a lot of opportunities to talk about this project in detail. Sam and I did. We went through a lot of things. But just yesterday I had asked him what was, why was there so much resistance, and he made it clear that he was really concerned about the parking and the trucks, which I really didn't understand. Sam brought it up today and I really want to address that issue before I get into what I have already prepared.

What I think wasn't brought to light and never asked to me, and I'm going to present now and you can ask the Township of Elk Grove is that when we bought the building and the building was bought on an open bid process, anybody could have bought the building, but nobody was interested. It is a great site, but it's very, very unique. We were, it fits our needs well. Understand something, and Sam, I think you're not even privy to because it never came up except for with Mr. Perkins just yesterday, was that when I first acquired the property, the Township of Elk Grove requested that they lease it back from us. That was part of the purchase. They were expected to leave shortly, but unfortunately that process, their building that they moved

into took longer than expected.

So, as Sam brought up and Perkins brought up, too, about the trucks being onsite, when we wrote the lease with a prominent lawyer from Arlington Heights representing us, and the Township and their lawyers, we specifically wrote in the lease that we would park the trucks in the front to get marketing. I legitimately didn't know anything was wrong with that. I thought it was just a good business move that while they're there, we could put the trucks in the front to get marketing value out of the purchase and the liabilities that we just took on. You know, and I told Mr. Perkins, please, you have no worries about the trucks moving forward. But once it was already in motion, we had nowhere to put them. It wasn't so easy because the Township was here and they had no -- it was a complicated situation because they had buses here. In the lease, we said move your buses. We just took over the spots where the buses were, where the dental truck was, and we didn't think there was any harm in that.

So, I just wanted to make that point as Sam brought up something that was true. We did have them here, but it was under unique circumstances. I'm sure we can get Mike Sweeney to testify to all those unique circumstances who was part of the building when it was the Township. But I wanted to thank Sam for all of the work that he's done, and Mr. Perkins for taking the time to call me late yesterday. I know he was probably wanting to get home; I appreciate that.

But I also, I want to take the chance to talk to you a little bit about who Paragon Mechanical is as that's I think really important in the decision here. You know, we went in, we did buy 10 years ago in 2010 a building that was on the market for a while. At that time, the same as since the beginning and the same now, our whole model of business is doing things a little uniquely. We specialize in the products that are secondary to most people. We do product, we install and service products like solar panels, condensing boilers, geothermal.

One thing people have always said to us, our customers have always said to us, because we do a lot more service than we do on the, let's say install side, which is probably normal just given how quickly you can service something versus how long it takes to install. But people have always said, wow, I wish I would have known about you and your business before we had this installed, because a lot of the times we go, someone wants a new condensing boiler and then realize that it's a little bit more unique. It's a little bit more complicated. It requires more attention to detail. The newer products require a different level of expertise, and we offer that to our customers. That's who we are. That's who we'll always be.

You know, yes, I understand we're in this classification of a contractor shop. We went through that back in 2010 with Matt where it's almost an identical situation. You know, Matt had wrote in his letter, Matt had wrote and I just want to verbatim it. He had said that even though they are a contractor shop, so although a contractor shop is not listed as a permitted use within the underlying zoning district which is B-2, keep in mind at that time we were at 11 North Arlington Heights Road, right down the street. So, we're at 2400 South, we were at 11 North. We were right next to the Village Hall. I don't know if you all know where that is, but it's right across the railroad tracks is where we were. That was a B-2. When we presented to the Village that we wanted to move our business in there, we explained to them at that time our model, our business. It's very specialized, you know, and so they understood that. Matt, who was Sam at that time, had wrote in his own words in the Staff report

that I think Sam e-mailed to everybody, although a contractor shop is not listed as a permitted use within the underlying zoning, Paragon Mechanical represents a unique situation since they're a service oriented use that will have minimal impact to the adjacent residential neighborhood and is compatible with the surrounding land use pattern.

So, my point is that, and understand something, for the 10 years that we were there, we never got one complaint. Never got one complaint about our use, and we complied with all of the Village's requests. To that point, I wanted to take the opportunity to introduce to you a member of our team, a great member of our team at Paragon Mechanical. He's going to talk to you a little bit about our marketing philosophy and about a contractor shop. His name is Steve Pfaff.

If I could turn it over to him, and then I want to continue talking about Paragon Mechanical and then talk about the property. I don't know how to exactly do that, but if I could have Steve chime in and take over for a moment? I don't know, Sam, do you do that?

MR. HUBBARD: No, Steve has, the floor is his. He can go ahead and speak. I see he's on mute.

MR. PFAFF: Good evening.

CHAIRMAN ENNES: And I will need to swear him in also. I don't see Steve, I assume he's down below.

(Witness sworn.)

CHAIRMAN ENNES: Okay, please tell us about your marketing efforts.

MR. PFAFF: Thank you. Well, good evening, ladies and gentlemen. As Kevin stated, my name is Steve Pfaff. I manage the daily operations as well as the marketing for Paragon as Kevin had stated. I began working here at Paragon in 2014 which was six days after my first daughter was born, and it's funny because my wife and I just welcomed our third child last Thursday, exactly six days before today. So, hoping that that's a good omen here.

I mentioned family specifically because Paragon is also an enormous part of my life and I care a great deal about it. The growth that my family has experienced directly mirrors our growth as a company here. I'm actually just incredibly proud and grateful that we're even here before all of you this evening having this conversation because it truly represents a large accomplishment for our team here by its own right.

As Kevin was mentioning, one of the biggest contributors to our success as a team, as a company, is the large emphasis that we do place on differentiating ourselves from other contractors out there. In fact, you know, the main purpose of this property is not to function as a contractor shop, as we've attempted to stress over and over again. It's actually quite in line with the vision of the South Corridor Improvement Plan and that of the goals of Arlington Heights. This is as much of a marketing opportunity for us as it is the Township.

We do a lot of high-end, high quality installations. We do quite a few high profile customers in Chicago as well who look to our property to represent the work that they expect us to perform in their homes. So, we don't want a bunch of vehicles piling up in our backyard. We don't have a bunch of materials sitting on the site as previously mentioned. It's important for us that our property truly

represents the brand and the value that we'd want to convey to our customers.

I mean, we expect this from top to bottom within our organization, whether it be folks here in the office answering the phone, being kind and courteous to our customers, just getting back to customers after work has been performed. I'm sure as homeowners, everyone of us here in this meeting tonight has experienced that contractor who just didn't bother to follow-up or didn't bother to call them back, or didn't bother to take their shoes off at the front door and made their house a mess. All of those things, all of those minuet details we really heavily considered here. That's not going to be any different with this property.

We're very excited to make this property the face of Paragon Mechanical, now more than ever in the current climate, with what we've got going on in the world. We've got people virtually visiting our premises more than ever. Google street view is going to become more useful a tool when vetting your contractors than ever before. The image that we portray via street, via our website, whatever comes down the line is going to be more useful than ever before when people aren't venturing out as much anymore to find folks to come and trust and to come in their home. The processes we've implemented in light of the current climate just to keep our customers and our employees safe go hand-in-hand with that.

So, all of this is to say the property is an image for us as much as it is an image for Arlington Heights, and we need that to come through. We need to kind of get through this first phase of occupancy as quickly as we can here, get to that second phase where we really work to beautify this property, really work to implement, as you saw it in Sam's presentation, our goal and our vision for this property. So, that's all I have to say about that and I'll pass it back over to Kevin.

MR. POLKA: Thank you. Thank you, Steve. You know, Steve does a great job of handling a lot of the day-to-day, and I wanted him to, you know, speak to you just to kind of give you an idea of that, you know, image as it's important to the Township. The community is extremely important to us. You know, when you're dealing in our business and in this particular business, you know, unfortunately, you know, we rely on new customers. New customers have never dealt with us. They don't know us any different from anybody else. So, it's important that we have done everything we possibly can up front to convey to them in an appearance and in everything that we can to show them that we're going to do a great job for them and stand behind everything that we're going to do.

The purpose of being here, and no matter how big we get, that image is going to have to remain the same. You know, we are not going to have an enormous amount of trucks that you're going to be seeing from the tollway or from any part of the accesses in and out. Ideally, you're going to see a beautiful, successful company that's at the gateway of Arlington Heights Road which I think will be better than seeing like another gas station or another carwash. You know, we as a, yes, a contracting company, our sole bread and butter is absolutely utilizing the strength of our team which I can't tell you how proud I am of some of the people like Steve that we have here and some of the awesome techs and just some of the greatness that we have.

I've learned that in business, I thought we just had to do a good job or work harder and work harder, and I realized it's about great people, and we have great people. Honestly, I can't tell you enough, in business, you know, you can

monetarily only give back so much to your employees. You know, this building, this property is about us going to another level to give back to them the way that I would want someone to give back to me. That's what this growth is about.

Steve started a program where he got us into smart in-home products, and it helped us to grow. You know, something that Sam brushed on which is a part of our plan is to have this location as a smart hub. But it's a smart hub because as in-home smart products become more and more prominent, I don't know how many here have Alexa in their home, but you know, we all probably know that our eight-year-old kids or nephews or relatives that are eight and 10 and 11 can probably do the Zoom thing better than all of us here, certainly better than me. You know, my eight-year-old daughter, she can't integrate logarithms or can't do multiplication, but she can probably navigate the Zoom meeting better than me.

In-home smart products are a thing, a way of the future, and I believe being here can help us to promote more of those products. Those products and those services can in turn help us promote more of our mechanical services as well. I think people want the things that we offer. They want the tankless water heaters, they want the solar, they're scared of it. When they can utilize our services for simple things like whether they're just buying a thermostat or having us install in a thermostat for them, it almost builds confidence in them. This location is going to help with that. That's part of our goal is to dive more into the in-home smart products.

I want to now talk to you a little bit about the property and our goals if that's okay. To do that, I want to, you know, we talk a lot about the south corridor. It's funny, I am still perplexed as they probably will be, I can't say enough, I think that all of our goals are in line. I think that, I know that Sam didn't say this and the Staff may feel differently, but the truth is that we have the same goal. I live in Arlington Heights. I live on the south side of Arlington Heights. I see the south corridor everyday. It's abandoned and it's been abandoned.

Yes, the whole town is upset. They're paying huge tax bills and they're not getting the revenue coming in, but especially in today's climate, I understand that if I'm sitting on the Staff's position and other people's position, I'm saying to myself, well, maybe there could be something better, right? Maybe that property that is a great property for us, it's a great property, no one else bought it but for us it's a great property, but I think that you're not, why gamble on something, some maybe, why gamble on us really, that maybe something will come in better, when we have a great plan, and a great plan that will work well within the south corridor.

One of the first goals of the South Corridor Plan that was written by Staff back in 2015 or '18 I think it was, Sam? But it said, developing a strong positive image and appearance which establishes a unified image and sense of place which reinforces and supports commercial economic activities along the corridor. Now, let me share with you this, and tell me if this doesn't convey strong economic growth. That's what I want to do here.

That would be -- I live here. I've lived four minutes from here for the last 10 years. I don't care what anybody says, that's beautiful. That would be awesome. I need your guys' help to be able to do that. I don't care if we're planting tomatoes in there, that's great for the community. That's great for Arlington Heights.

Now, unfortunately, I'm a heating guy and I don't have $10

million in my pocket to say I'm doing this right now. But I do have investors and support that I know that I can get this done. I know that absolutely I can get this done, and this is the goal, to be the corporate hub of this business.

Now, in order to finance this, it is going to be two-thirds us, one-third rentals, and we're going to have a drive-through, some sort of anchor site like a Starbucks or something else. But the point, you know, I'm going to work with Staff to work up all these details. We have tons of renderings and you have pictures of this. This is the goal, guys. This is, ladies and gentlemen, this is the goal. We want and we'll do this, and this is your goal, too.

When you look at that South Corridor Plan, I've asked that plenty of times, well, what do you want there? I've heard other chatter, too. Well, what is good there? Let's face it, today's economic climate is very challenging. Do you think you're going to open up a restaurant there? Are you kidding? Like we don't know what restaurants or what's going to happen with restaurants, and that's the truth. Hotels? I do work for hotels. Hotels aren't doing anything right now, nothing. They have stopped all projects.

You know, so I get it that there's the possibility of maybe there's something better. But this is great! Look at it, please. I don't know if it's on your screen, I think it's supposed to be on your screen. I hope you're not just looking at my face, right?

CHAIRMAN ENNES: No, Kevin, it is.

MR. POLKA: Okay.

CHAIRMAN ENNES: You did say that you have a report that you were going to read?

MR. POLKA: Yes.

CHAIRMAN ENNES: Is that something you want to get into at this point?

MR. POLKA: Well, I have notes. I did not prepare as well, I did not -- hold on. What did I go to? What do you see?

CHAIRMAN ENNES: It will come back up.

MR. HUBBARD: I took the screen off. I thought you were done presenting your rendering.

CHAIRMAN ENNES: Oh, okay.

MR. POLKA: So, what is it on? Is it on me?

CHAIRMAN ENNES: It's there.

MR. POLKA: Okay, I just want to make sure I'm not picking my teeth or anything while I'm talking.

So, you know, I prepared Cliff notes and a general outline. I guess for the next meeting I'll prepare a PowerPoint. So, if you're wondering if I'm just rambling and to keep everybody until too late, I won't. I won't try to take up any more of everybody's time.

But I do want to get into the property. One, I explained to you that we have a two-phased approach. In order to finance this project, our goal, the Village's goal, everybody's goal should be on the same page. To get to that phase two, to build that building and make this a beautiful, beautiful entry to Arlington Heights. We can do that. I think it doesn't matter what you call it, contractor shop or not, it is going to be a corporate hub.

To find businesses that are willing to put offices in places, guys, we need to consider the current economic climate, let alone the fact that before all this no one bought the property, but we did. So, those are mainly the idea that something is better, we're here now, and we have a great, great plan. But I really need everybody to work together.

I also want to, you know, I had planned to show you guys something, and Steve worked really hard on a video. I want to -- we staged the office and Steve took a drone and videoed it. If I could put Steve back in as we talk about the building, because keep in mind before Steve goes, in this first phase, we would like to move in to the property, work out of property, operate the business off the property, put a sign up, generate revenue. The redevelopment is going to take revenue.

Though the site has great attributes to it, guys, the proof is, the reality is it is very, very unique. You're not going to get a hotel. You're not going to get a strip mall. The likelihood of a brand new restaurant going up here in the pocket of the tollway, it's not happening. You know, we have a great opportunity and, yes, we've got to build funds. Yes, it's two years away, maybe three.

But in the first phase, we want to move in. The Township did a great job of maintaining it. The Township of Elk Grove was here; they did a great job of keeping everything beautiful, having greenery. We'll work with the Staff to make some modifications, but we want to move in as it is. Then we want to work on the second phase, present to the Staff the plans and work with them on all the design criteria and everything to make sure that in that second phase it falls right in line with what the goal is for the south corridor. I can't tell you enough that this could be the catalyst of redeveloping this south corridor. It's not a hindrance, not a hindrance at all.

But if I could turn it over to Steve, he's got a video I'd like for everybody to see. He's going to show the building. Can I turn it over to Steve now?

CHAIRMAN ENNES: Go ahead. Do we have a copy of this? Sam, are you going to be able to display this?

MR. PFAFF: I can display it from my screen, no problem here. So, I'll just preface it briefly. We understand that the volume of vehicles entering and leaving the property is an issue. Also, the visibility of commercial trucks has been an issue, been a concern. So, that's kind of the thought process behind this video. We wanted to demonstrate to you what an average day would look like in terms of vehicular impact here on the property.

So, we had our employees stage our vehicles and I will share that video with you. Can you hear me or no?

MR. PFAFF: Yes.

MR. POLKA: I don't mean to interrupt, but what I forgot to mention was that in this first phase, we're taking it over from the Township. So, Steve has all the factual information, so you can, as you sit here and you're pondering this decision, you can understand what the impact might be in this first short phase, because I think Steve has all the facts about, I think the Township has been here for 60 years, right? I think it's 60 years.

MR. PFAFF: That's correct, Kevin. So, 1960 is when the Township of Elk Grove first occupied it. Since then, they've run several commercial operations out of the property, as you know, as Sam mentioned. At any given time, they would have as many as 10 commercial vehicles permanently stored on site and/or

visible from not only Arlington Heights Road but the on-ramp to the highway and then the highway itself. So, those include food trucks, snowplows, multiple buses, a large RV dental unit, the Meals on Wheels truck.

CHAIRMAN ENNES: Okay, well, let's see the video.

MR. PFAFF: But anyways, yes, so immediately upon taking occupancy, this is what you would expect to see on a daily basis from us.

(Whereupon, the video was shown.)

MR. PFAFF: So, as you see, personal vehicles parked in the front of the property. That is truly the maximum we would have at first. We hope to expand upon our office employee staff here, but as you see from this clip, you don't see any work vehicles whatsoever, although we did stage three vehicles inside of the garages to demonstrate they can easily be hidden. There is one vehicle parked in the rear of the property.

One thing Sam had mentioned in his presentation is that these vehicles will be visible from the tollway and the ramp. That's not the case as you can see from these vantage points. You cannot see that blue pickup truck from any road frontage unless you're in the rear of the property. So, we just wanted to show that to you, to show you that we can. We can comply with the standards that you have set for this property, we're happy to do so, and we can easily hide the vehicles out of sight from all three frontages whenever needed, as needed. So, for whatever that is worth, that's what we'll do.

MR. POLKA: Thank you, Steve. Thanks for that video.

CHAIRMAN ENNES: Okay.

MR. POLKA: I think, so just to get on to, Terry, what you said before about the comments for the Village, hopefully everybody has seen that plan that we have. We have two phases. First, move into the building. It will be an improvement to the community immediately. Then in the second phase, we want to work with Staff and zoning and build a beautiful iconic piece of property, redevelop it. That's what the whole South Corridor Redevelopment Plan has been written and approved for.

As you saw in the video, I talked to Sam, I understand that the trucks are an issue. I absolutely understand that. As you saw on the video, we staged that scenario today and videoed it for you today so that you would have the video and you could see the impact that we are going to have. So, one of the first conditions that, Sam, you had written, and I think, Terry, that's what you wanted me to get to I believe, and on the back of Sam's sheet that I have here, one of the first, any contractor vehicle shall be defined as any contractor truck owned; we had agreed to there being never any more than two vehicles stored on site. If they were on site, we would try to put them inside, or if they were outside, they would be in the back. It should be perfectly clear you cannot see it. You cannot see the vehicles. They are not an issue. So, the first condition that he says, fine, no problem. Please understand, the vehicles are a non-issue. They are not an issue now, and they will be a non-issue down the road as well.

However, there are some concerns that I do have. So, the first, I think they call them the recommendations?

CHAIRMAN ENNES: Right, they're the following conditions.

MR. POLKA: Thank you, the conditions. So, number one, no problem about the vehicles. You know, and number two, I submitted a plan. What the

Village wants us to do is a $70,000 landscape improvement to the property which we intend to completely demolish. It is a huge endeavor financially, and we want to take it on. I want to take it on. My team wants to take it on. We want to be the team that redevelops this piece of property; we do. But to ask us to take 70-grand and throw it in the garbage, because that's literally what it would be, the whole property is going to be leveled, is going to only delay and prohibit the South Corridor Redevelopment, because if $70,000 goes towards landscape, then that's less funds that go towards the redevelopment.

I ask that --

CHAIRMAN ENNES: But are you opposed to the landscaping, or at this time?

MR. POLKA: I'm not opposed to the landscaping; I'll do it. What I would suggest is that we push the landscape modifications off. Give me two years to present to Staff legitimate plans of moving forward with the redevelopment. If I can't produce them within two years, I'll do all of the landscape they want. You know --

CHAIRMAN ENNES: It sounds to me, Kevin, that what might help speed this along is tell us which of the conditions you're agreeable with and those that you have an alternative proposal with. Because what I would like to get into are the questions from the Commissioners which I think will add some insight as to what our concerns are.

MR. POLKA: Absolutely. So, if we're all looking at the sheet that Sam prepared, I'm perfectly fine with one, three, four and six. I mean, so one, three, four and six to me are perfectly reasonable, no problem. But two and five, so let me explain something. Five is completely unreasonable. I should not be held to any stricter restriction than Chapter 30. That's, I don't even know why that's even here.

CHAIRMAN ENNES: Okay, we'll address that and we can touch base with the signage requirements that you're referring to. As far as two, the landscaping, what's your alternative?

MR. POLKA: My alternative is that we hold off on the landscape expenses. If I can't provide drawings showing the redevelopment progress to the Village within two years, then I do the landscape that they want. But keep in mind, I don't know what unforeseen things might come up. A lot of the expense of the proposed landscape is doing things like four-inch shade trees and landscape islands in the back of the property. They're never even seen. I don't even think it will be an issue because, listen, I intend to give you the plans and say, hey, we're going to level everything and redevelop it. But I understand that Sam has conveyed he can't bank everything on a maybe or something that's not here now. So, all I ask is that we postpone those things.

CHAIRMAN ENNES: Okay, are you open to moving into questioning now?

MR. POLKA: Yes, sir.

CHAIRMAN ENNES: Okay, thank you for your report and insight into the project.

Let's just start. Any Commissioner that has questions, would you please raise your hand and let's proceed that way?

COMMISSIONER DROST: I'll start it off. George Drost.

CHAIRMAN ENNES: Okay, George.

COMMISSIONER DROST: The question is to Sam. On the

redevelopment or development, proposed development of this property, what effects if any would it have in the STAR proposal? I'm sure that that was reviewed.

MR. HUBBARD: I'm not sure how realistic the STAR proposal is at this time. If anything, it's years in the future. So, I don't know if that was a concern on the Village's side.

COMMISSIONER DROST: Yes, I was just checking to see. I realize that it may be some time off, but the question is would this be something that would have to be condemned in the future if the STAR proposal was actually implemented? That's a question, and I'm going to reserve the rest of any comments or questions after I hear whether the audience has any opinions.

CHAIRMAN ENNES: Okay, any other Commissioner? Thank you, George.

MR. POLKA: Can I ask a question?

CHAIRMAN ENNES: Well, let us go through questions and then --

MR. POLKA: Okay, okay.

CHAIRMAN ENNES: Any other Commissioners have questions?

COMMISSIONER GREEN: I have a question, Bruce Green.

CHAIRMAN ENNES: Yes, Bruce.

COMMISSIONER GREEN: I'm going to ask you, Mr. Polka. In the two years that you did not move your vehicles off the site when they were illegally parked there, the Village made contact with you, isn't that correct?

MR. POLKA: Yes.

COMMISSIONER GREEN: So, you just ignored the Village, is that correct?

MR. POLKA: No, I think you didn't --

COMMISSIONER GREEN: Yes or no? Mr. Polka, please, I just asked you about --

MR. POLKA: I did not ignore, no, I did not ignore the Village.

COMMISSIONER GREEN: Okay, because your statement here is that your image is very important to you, and here it is, the Village is trying to have you conform to our laws and regulations and you've ignored them. Nothing happened. So, that's just a comment I have, and I'll wait for more comments after audience participation.

MR. POLKA: So, to answer your question, Bruce --

COMMISSIONER GREEN: I'll wait until next -- the audience is done. Thank you.

MR. POLKA: But I just want to answer your question by reiterating the fact that, thank you for bringing that up, you know. But I just want to reiterate the fact that we had purchased the property from the Township of Elk Grove, and the Township of Elk Grove left us with no other choice. We would have known about this after the fact. The lawyers that wrote up the lease which spelled out the fact that the trucks that we parked where they're at had not
been --

COMMISSIONER GREEN: Excuse me, excuse me, Kevin. That's a legal problem with you and whoever you bought the property from. So, we're dealing with Village issues here and not a legal mess that you got yourself into.

MR. POLKA: But you're bringing it up. I'm just saying I depended

on the Township of Elk Grove and the lawyers who wrote the lease to be able to check the law, you know. So, that's all. I can't do anything more than rely on the lawyers to know the law and the Township to be able to tell me what they were doing was illegal. If what they were doing prior to me was illegal, I am sorry that I followed suit.

COMMISSIONER GREEN: So, just to restate it, after the Village contacted you, you did not move the trucks, is that right?

MR. POLKA: I explained to you that we did not have a choice --

COMMISSIONER GREEN: That's not my question. I'm done for now. Thank you.

CHAIRMAN ENNES: Okay, are there any other questions from Commissioners?

COMMISSIONER SIGALOS: Yes, I have a question. John Sigalos.

CHAIRMAN ENNES: Yes, John.

COMMISSIONER SIGALOS: Mr. Polka, am I correct that you moved out of your previous location on North Arlington Heights Road and you've been occupying this building, the subject site, for the last how many years?

MR. POLKA: For the last -- we collect mail here. I don't know exactly. It hasn't been years. So, we've been --

CHAIRMAN ENNES: So, year, year-and-a-half?

MR. POLKA: Year, year-and-a-half.

COMMISSIONER SIGALOS: But my question is, and it's yes or no, you've been operating your business out of this current, this site that's under question right now, correct?

MR. POLKA: Correct.

COMMISSIONER SIGALOS: Again, as Commissioner Green brought up, you've been contacted by the Village a number of times from February 2018 through 2019 that you've illegally occupied the building and illegally parked vehicles there, and you've chosen to ignore that, is that correct?

MR. POLKA: No, we had asked the Township to make room. So, we did not ignore anything. Understand that --

COMMISSIONER SIGALOS: I'm not asking about the Township. I'm asking about Paragon Mechanical.

MR. POLKA: I understand. Let me answer, please.

COMMISSIONER SIGALOS: Who's occupying the building?

MR. POLKA: I understand the question, let me answer. The Township was not able to move out. Part of the lease agreement when we purchased it was that we are able to park trucks where the Township was parking their trucks. That's written in the lease. When it came to light that the Village didn't want our trucks there, we did not have an option because the Township was still here. We did not have an option of where to move the trucks. The minute that the Township moved out, all the trucks were cleared out. You saw the video from today, the trucks are gone.

When given the option, when the Township had finally moved out, we had moved all the vehicles. Had this been brought to light when we were writing the lease, it would have been a completely different story. But understand, we didn't choose to ignore the Village in any way, shape or form. We were given no choice because the Township couldn't move. We literally had asked the Township to

move their entire bus department to another location because the Village of Arlington Heights didn't want the trucks on the front. We were given little to no choice.

If you'd like, I can bring in the Township to explain that in greater detail, but we did not ever ignore or dismiss the Village.

COMMISSIONER SIGALOS: Again, I don't quite understand that, Mr. Polka, because again, I don't know what the Township of Elk Grove and your lease agreement, whatever, but the fact is that the Village has contacted you since February of 2018 and you ignored it. That's all I'm seeing in this report.

COMMISSIONER JENSEN: Lynn Jensen here with some questions.

CHAIRMAN ENNES: Okay.

COMMISSIONER JENSEN: I'll try to keep them brief. I want to understand. If the Village, first of all, I kind of appreciate the dilemma that Mr. Polka was in, in that he had struck a deal with a different entity and he got caught into a bad situation that was hard to resolve. He could have done better by negotiating with the Village of Arlington Heights better than he did rather than just being silent and not compliant. That's a different matter.

My questions go to this. Is the Village's problem only with phase one or do you have a problem with phase one and phase two? If they were able to go to phase two immediately, would the Village have a problem?

MR. HUBBARD: You know, all we've seen for phase two is a concept at this point, so it's hard to say. I think, you know, the concept of this development there with, you know, some sort of retail or office and Paragon is much more appealing than solely a contractor shop. But again, it's hard to provide much feedback on just a conceptual rendering and, you know, a concept.

COMMISSIONER JENSEN: Okay, so you definitely have problems with phase one which could be a transitional phase?

MR. HUBBARD: Staff takes issue with phase one, yes.

COMMISSIONER JENSEN: Though it's a question mark as to whether phase two once it's fleshed out a bit, whether that would be a problem or not from what I hear you say? Because we really don't know what phase two is going to look like in fact.

MR. HUBBARD: Right. Although we don't know, their concept has merit I would say. Ultimately whether we would, you know, approve something like that or get behind it, it depends a lot on the details.

COMMISSIONER JENSEN: My next question once again for you, Sam, is what is the Village's major problem? Is it merely the vehicles? Because I'm not too worried about the semantics of a contractor shop, not contractor shop, I think you've got a semantic issue there. I personally as a Commissioner am not too troubled by the fact that he's got something that you want to classify as a contractor shop although it doesn't neatly fit into what we would normally think of as a contractor shop. So, is our major physical problem the vehicles?

MR. HUBBARD: The major problems from the Village's standpoint is the storage of vehicles on site and the appearance, the potential to have negative impacts due to that appearance, as well as the overall use as a contractor shop. It's not a commercial use. This site is ideal for commercial uses, and the proposed use does nothing to further the Village's vision for uses in this area, both in terms of land use and

the storage of trucks.

COMMISSIONER JENSEN: Okay, thank you. I think my other question is, is there anything Mr. Polka can do with the land the way the Village wants to leave it without changing that land use? Does it mean his operation can't continue there at all? Is that where we're basically at if we do not approve the land use?

MR. HUBBARD: Right, if the land use variation approval is denied, then he would not be able to occupy the site with his business in its current format.

COMMISSIONER JENSEN: So, he would actually have only one option which is essentially to sell the property?

MR. HUBBARD: Well, he could alter his business format. I mean, if there's no material storage, if there's no contractor vehicle storage, then the use is essentially a contractor's office. A contractor's office would be an allowable use in the B-2 District. But when you have materials, when you have contractor vehicles stored in the site, that's what kicks you in to a contractor shop and that's not allowed.

COMMISSIONER JENSEN: Then I'd ask Mr. Polka, if this land use isn't approved, are you able to alter your operation in such a way that you can stay in the location you're in until you can flesh out the phase two and bring something forward that would be acceptable to the Village? Can you still do your operation without the land use variation being approved?

MR. POLKA: I guess I don't know. You know, I don't know how, you know, if they need me -- I guess the whole problem -- we can resolve the truck issue. I think the truck issue, as far as we've agreed having two trucks, I think that that is resolved. We showed that you can't see it from anywhere. I guess I haven't thought about that, but like would the meaning, you know, when Sam and I went over this and what our problem is and he's using the two things that the Village has used as defining us as a contractor shop, being that we have vehicles and seeing that we have materials, I guess I would want to better understand why having thermostats in this location would be a problem for the Village. Why would I --

COMMISSIONER JENSEN: Mr. Polka, before you get into that, let me just suggest this. Irrespective of what this Plan Commission recommends to the Board, I think there is a probability that you may not get the land use variation you want. So, by the time you get to the Board, you ought to be able to know whether you could continue operation in any form on this property and have that in mind when you talk to the Board. I'm not asking you for an answer at this point.

MR. POLKA: Then you know what, it's very likely that the property will go vacant and would be boarded up.

COMMISSIONER JENSEN: Okay, anyway at this point, that's all I have. I'll reserve some of the other either comments or questions until later. But I wanted to get a better understanding of exactly where we're going to lead Mr. Polka and his operation if we didn't approve a land use variation. That's all.

MR. POLKA: Thank you.

CHAIRMAN ENNES: Sam, a question I have for you. I was in the business at Northwest Highway and Arlington Heights Road and they have somewhat of a showroom where they have the different type of high energy, high efficiency equipment that they install in places. Does a showroom make any difference for a contractor shop? Do contractor shops sell thermostats, do they display their different

types of -- I'm not even sure what these are all called, Kevin. You have high energy efficiency furnaces, hot water tanks, your thermal equipment and stuff. That stuff is what you had on display in your other building?

MR. POLKA: Correct. We have working models of condensing boilers, zone systems, smart thermostats. We wanted to do the same here, but I guess I'll let Sam answer that question as he's better suited than me, but yes.

CHAIRMAN ENNES: Sam, does having a showroom like that or of sorts, how does that imply with the question about commercial business use as opposed to the unconventional type of contractor shop that they appear to be?

MR. HUBBARD: A showroom is an allowable portion of a contractor shop. A showroom is also a permitted use and part of a contractor office as well. So, you know, from a code standpoint, a showroom doesn't make any difference in defining it as a contractor office, a contractor showroom, or a contractor shop. It's the storage of materials and equipment and vehicles that is what's kicking this into a contractor shop definition.

CHAIRMAN ENNES: Okay, well, in 2000 when he had made this first application for his building on Arlington Heights Road, that that was a concern. I believe in the record, there's an indication that he wasn't going to be doing any of that.

Mr. Polka, does that change in this new location? Are you going to be doing work on equipment?

MR. POLKA: No.

CHAIRMAN ENNES: Sam, I believe you're saying like equipment that they would be installing somewhere else? Or inventory, you know, for things and stuff like that?

MR. POLKA: Our storage of materials is no different than Guitar Center stores, materials for selling guitars. It's no different, just like in 2010, just like now. We don't fabricate anything. We don't need any raw materials. You know, our storage of materials is no different than Guitar Center stores guitars.

That's where I'm really hung up on, you know, I guess I'm, you know, I understand the trucks; I totally do. And we can resolve the trucks. The trucks I think we can make a non-issue. But the materials issue, can we figure something else out? I mean, we can, but I would just like some clarity on that. Guitar Center has materials. They're across the street. They're a business that does retail sales. They have guitars and all kinds of things.

COMMISSIONER GREEN: If I could jump in here, Mr. Polka, please? You said that number five on the sheet of conditions, that outside storage of material shall be prohibited and you were against that. So, what outside storage of materials do you have? We're not referring to necessarily things stored in the building let's say, but what about the outside storage? What outside storage do you have?

MR. POLKA: No, I'm sorry, Bruce. There must have been some mis-communication again.

MR. HUBBARD: Hold on, Kevin. So, Bruce, yes, there is a mis-communication. The Village has added one condition to that motion sheet, and we can discuss that if you want. But that has put the numerical order of the conditions outside of what was in the Staff report. So, if you want, I can pull it up on the screen.

COMMISSIONER GREEN: Okay, what, is there any outside storage of material?

MR. HUBBARD: No.

COMMISSIONER GREEN: Thank you, Sam.

COMMISSIONER SIGALOS: This is John Sigalos. If I can just go back to what Commissioner Ennes was referring to as inside displays of any of your products, Mr. Polka? That to me was being more of a sales office, that that would be allowed here. But in the question of a contractor shop, I was a general contractor for 45 years and my understanding of a contractor shop would be one of a company that self performs work. You could be a contractor who don't do any work and you just market contracts and overall management; that's not a contractor shop. You self perform work, and to me in my definition, that makes you a contractor shop.

MR. POLKA: You know, we had went back and forth with Sam about contractor shop and its definition and materials. It's convoluted and I think we can all agree to that. The point is is that we want to operate and work out of this office as an office. I don't need, I need this property as an office, as a marketing tool to get us more customers, and as a place to grow the business from an office perspective, to grow the marketing force, to grow the sales force, the project management. I don't need trucks. I don't need materials. I don't need a contractor shop in any way, you know.

So, you know, if you guys want to come and watch us work for a week, maybe you would get that and maybe that point could be better conveyed. But that was an issue in 2010 at the previous building and that was never an issue after the zoning meeting. When Mayor Mulder said why are you even here, I said I don't know why, and it was approved and we moved forward. We never had any complaints.

We want this property to work out of the offices to build a team of people. You know, it is not to house any techs or installers to build anything. It is to house a better team of telemarketing, sales management, project management, accounting and scheduling, office people. That's why we want to be here. That's what we're going to build, you know, nothing else.

I don't think that having thermostats on site makes us a contractor's office. We don't fabricate anything. We didn't before, we don't now, and we have no intention of doing that. So, we do, I talked to Sam about a showroom. We have every intention; we want to build a training center which is the re-classification of our showroom. This training center will actually be used by our service techs and by our installers to learn about new products which should also be open to the public or customers that want to come in and see these products. They can go into the training center and they can actually see these products.

You know, last time when we built the showroom in 11 North Arlington Heights, we found that for the most part consumers didn't want to come in. Yes, consumers occasionally came in. But you know what, it would be better suited as a training/showroom, and that's what we want to build. We want a training center which is live products, able to work and train people as well as showing the public, hey, these are the products and systems. We did describe that in phase two, the smart hub that walks people through smart home technology.

COMMISSIONER GREEN: Okay, thank you, Mr. Polka. But you see, by definition, what you do and how you do it, you are a contractor shop. So, you're not going to be able to convince me, for one, that we're going to re-define how the Village interprets their Zoning Ordinance. So, let's please move on and get to some of

the audience questions.

CHAIRMAN ENNES: Sam, I have -- we raised the question in regard to the conditions. Mr. Green had a question about 5(b), and there's a 5(a) and a 5(b). I believe the Petitioner had a problem with the signage issue, but I don't know about this storage of equipment out there. But the other thing that we --

MR. POLKA: Wait a minute. There needs to be some clarification here. Please don't mute me. I said I am completely fine with number four. Mr. Green has communicated the fact that, I don't know what sheet you guys are looking at, but I printed this sheet and look at here, number four is okay. Mr. Green, number four is okay. No outside storage. I don't need any outside storage. So, let's make that clear, Mr. Green. So, why am I --

COMMISSIONER GREEN: I have that, thank you. Thank you, thank you.

MR. POLKA: Okay, you're welcome.

MR. HUBBARD: Can I provide some clarity here?

CHAIRMAN ENNES: Yes, please.

COMMISSIONER CHERWIN: Sam, you're muted.

MR. HUBBARD: Okay, can anyone hear me?

CHAIRMAN ENNES: Yes, now we can.

COMMISSIONER GREEN: Yes, now we can.

COMMISSIONER DROST: We can.

MR. HUBBARD: All right, thank you. So, conditions, and what we see here, conditions two through seven represent conditions one through six in the Staff report. Late in the day, we, the Village had asked that --

MR. POLKA: They added number one.

MR. HUBBARD: -- that condition number one be added. So, if I can paraphrase what Kevin is saying, based on what we're seeing here, Kevin does not agree to condition number three and does not agree to condition number six. This is the new condition, Kevin, that the Planning Department is recommending this evening. That the land use variation apply to Paragon Mechanical only. Is that a condition that you would have an issue with?

MR. POLKA: No, not at all.

MR. HUBBARD: Okay, so based on what we're seeing in front of us, condition three and condition six are the conditions that Kevin is objecting to. Those conditions are aligned with what you see on the motion sheet for the Plan Commissioners. I hope that's clear.

COMMISSIONER GREEN: Thank you, Sam.

CHAIRMAN ENNES: Sam, thanks for that clarification. If there aren't any other questions from the Commissioners --

COMMISSIONER LORENZINI: Terry, I have a question.

CHAIRMAN ENNES: Who is this?

COMMISSIONER LORENZINI: Joe Lorenzini.

CHAIRMAN ENNES: I'm sorry?

COMMISSIONER LORENZINI: Joe Lorenzini.

CHAIRMAN ENNES: Yes, hi, Joe.

COMMISSIONER LORENZINI: Hi. Mr. Polka, well, let me start with Sam. Sam, what are they going to do different at this location than they did at the

Downtown Arlington Heights location on Arlington Heights Road and Northwest Highway?

MR. HUBBARD: As far as use, I don't know that it's going to be much more different except the business has grown since 2010 and this is a different site and different location. So, we've analyzed the effects of the use differently because it's a different location.

COMMISSIONER LORENZINI: So, are we saying that it is not going to be considered a contractor shop if they're doing the same thing as they did before up at the north end of town?

MR. HUBBARD: They were approved for a land use variation in 2010 for a contractor shop and they're requesting a land use variation this evening for a contractor shop.

COMMISSIONER LORENZINI: Oh, the 2010 included the contractor shop variation?

MR. HUBBARD: Yes.

COMMISSIONER LORENZINI: Okay, thank you for clarifying that. Well, going back to George's question, the STAR Line hasn't been brought up for probably about 10 years now, but one of the options was to put it on the north side of the tollway if it ever did go in.

CHAIRMAN ENNES: In my recollection, that it would have been east of Arlington Heights Road, the station, but I'll defer to anybody else, any of the other Commissioners, from their recollection of that planning session.

COMMISSIONER GREEN: I think that it was going to be east. I think it was going to be a property to the east.

CHAIRMAN ENNES: Right, but who knows how that could change in the future.

COMMISSIONER LORENZINI: But you still need about 50 feet of right-away on the north side through the tracks.

COMMISSIONER DAWSON: Terry, I have a question.

CHAIRMAN ENNES: Who has a question?

COMMISSIONER DAWSON: Sue, Susan. I have a question.

CHAIRMAN ENNES: Oh, hi, Sue, okay.

COMMISSIONER DAWSON: Hi. Just I wanted, Sam, could you walk us through the signage, the reasons for the signage restriction?

CHAIRMAN ENNES: Sam, you're on mute.

MR. HUBBARD: So, can anyone hear me?

COMMISSIONER DAWSON: No.

COMMISSIONER LORENZINI: Yes.

COMMISSIONER GREEN: Yes.

COMMISSIONER DAWSON: I can see you but not hear.

MR. HUBBARD: Okay. All right, sorry about that, this is a more challenging than I was hoping it would be.

The conditions relative to signage relate to a restriction for the ground signage. We would, the Village would ask that the ground sign installed by the Petitioner, if this is approved, be installed only on the Arlington Heights Road frontage and not on the tollway frontage or the on-ramp frontage. We feel that a signage in those frontages would not be appropriate given the Village's desire to

improve this corridor. We would request that the style be a monument style ground sign which is limited to six feet in height rather than, you know, like a pole sign that could be up to 16.5 feet tall. We feel that the aesthetic of that sign fits with the vision that's laid out in the South Arlington Heights Road Corridor Plan and that's what we would request.

The property is only going to be allowed one ground sign based on the amount of lineal frontage that it has along all sides. So, the condition is meant to keep that ground sign on Arlington Heights Road frontage, again, not on the tollway or the on-ramp frontage, and that it be limited to a six-foot tall ground style sign, a monument style sign.

The other condition relates to prohibiting wall signage on the accessory structures located on the subject property. This is an area of the code that's not really addressed. I think we would argue as Staff that it's not even allowed by code as code is currently written, and this condition is meant to formalize that so that there could not be any wall signage on the accessory structures at the rear property, which we feel would be out of place and out of character for the surroundings. The signage restrictions have no restrictions on wall signage. The Petitioner would be allowed a wall sign on the north side of the building, the south side of the building, and the east side of the building because it has frontage on all three of those sides.

COMMISSIONER JENSEN: Sam, could you bring up the rendering, this is Lynn Jensen, bring up the rendering because there were some signs depicted on the rendering. Tell us what he couldn't do and what he could do from that rendering. No, there was a different rendering where you actually could see a sign.

MR. HUBBARD: Yes, I think the sign was right here.

COMMISSIONER JENSEN: Well, he had one on a wall or something, you know, not that high. There's a different rendering that was closer up.

MR. HUBBARD: Yes, he had a different rendering with like a billboard almost signage here. I can pull that up if you want to wait.

COMMISSIONER JENSEN: I think it would be helpful to see what he could and couldn't do so we understand what the issue is.

MR. POLKA: If I can maybe make my comment on five that restricts the sign. All I wanted was to not be any more restrictive than Chapter 30 of the code, just so we're all on the same page. I'm totally fine with 5(b) or what you're seeing as 6(b). I just was asking that we, when it comes to the signage, we go to the Village and we address the signage and with no more restrictions than the code already has as indicated in Chapter 30 of the code. That's all, to be clear. Keep me to Chapter 30, that's it, no more no less.

So, number (b), I get it, Sam, absolutely. I apologize. I probably should have specified that. I understand that. I can share that rendering if you'd like to go into that right now if that's easier. That is part of the second phase that I thought that we would address at the second phase. During this first phase, I just want to be able to put up signage according to the letter of the code of Chapter 30 and no more restrictive than that.

COMMISSIONER DAWSON: So, Sam, to me, you know, I'm not going to say that I have Chapter 30 memorized, but we have a very unique parcel here. To me, it seems as if signage is a safety concern because that's a busy area where people are trying to get on and off and they realize they missed the exit and they're

cutting over. It seems like there's visibility issues. There's distraction issues from a safety concern. Is that correct?

MR. HUBBARD: Are you talking about the sign in his rendering?

COMMISSIONER DAWSON: Yes, the reason for, or part of the reason for the restriction.

MR. HUBBARD: That is just the conceptual signage. The sign proposed in their rendering wouldn't be allowed by code anyway. I don't think the Petitioner is proposing that sign. I think --

COMMISSIONER DAWSON: Oh, no, no, I'm not talking about that sign, sorry, if that's what you thought. I meant the restriction that you've put in (a), the reason for the six-foot and the location.

MR. POLKA: We wanted to be able to do the same as Guitar Center across the street, so --

COMMISSIONER DAWSON: Okay, I'm not worried about Guitar Center right now because they're not in the same situation as having an on-ramp immediately after your property. So, I'm asking Sam, on the restrictions that you posed in 6(a), no ground signage shall be allowed along the on-ramp frontage or tollway frontage, that's a safety concern, right?

MR. PFAFF: If I may interject, Guitar Center has both an on and off-ramp and two signs on both. So, the reason --

COMMISSIONER DAWSON: Guitar Center does not have an on-ramp.

MR. PFAFF: They've got an on-ramp heading west or, northwest, yes, they have both; an on and off-ramp from the highway. They have a sign on the building they're facing and then they have a monument style or a pole style sign.

MR. POLKA: We attached a picture of it.

COMMISSIONER DAWSON: Guitar Center does not have -- you can't be going --

CHAIRMAN ENNES: Yes, you can.

COMMISSIONER DAWSON: You cannot be going south on Arlington Heights Road and get on at Guitar Center, get on Northwest Highway.

MR. PFAFF: You would have to pull a U-turn at the next light and they have a ramp, yes.

COMMISSIONER DAWSON: Right, yes. But that's not the safety. What I'm saying is this property --

MR. PFAFF: They've got ramps farther on the east side.

CHAIRMAN ENNES: One person at a time, please.

COMMISSIONER DAWSON: This is how I get on to 90 all the time. It's a dangerous situation and that people miss the on-ramp or they don't realize how the roads are and they're scooting over, you don't have that on Guitar Center. So, I'm asking Sam --

MR. POLKA: But you have an off-ramp, I guess --

COMMISSIONER DAWSON: Okay, I am asking Sam to clarify the reasoning for (a) because I'm trying to understand it as to whether or not I'm going to support it or not support it. So, if you can let me ask Sam so I can understand it, please.

MR. HUBBARD: All right, so based on code, you're allowed one

ground sign on your frontage of your property. This property has three frontages, right? It's got an on-ramp frontage, a tollway frontage, and an Arlington Heights Road frontage. The Village's restriction which, you know, by code he can have his ground sign on any of those frontages. The Village is saying we don't want you to have it on the on-ramp frontage; we don't want you to have it on the tollway. We want you to have it on Arlington Heights Road.

It's an aesthetic concern; it's not a safety concern. We don't feel like, aesthetically, a sign facing an on-ramp is appropriate and consistent with the signage for the Village that projects a good image. Same with the tollway. I don't even think you'd be able to erect a sign that's highly visible and code compliant that faces the tollway, but if that was what the Petitioner wanted to do, by code he could. We don't think it's appropriate to have a signage that faces the tollway. It's almost like a billboard. So, we think the sign, the ground sign that's going to be on the site needs to be on the Arlington Heights Road frontage and that was the purpose of the condition.

COMMISSIONER DAWSON: Okay, so could you put the frontage back up and explain to me the difference between the frontage side and the Arlington Heights Road side?

MR. HUBBARD: Sure. So, this would be the frontage on the on-ramp.

COMMISSIONER DAWSON: Oh, okay, got it.

MR. HUBBARD: This would be the frontage on the tollway, and this is the frontage on Arlington Heights Road. We think a sign here is appropriate, anywhere he wants to put that's code compliant. We just want it to be the monument style sign that's limited to six feet tall. We wouldn't have any restrictions on square footage for the message of the sign; that would be according to code. It's just the height that we want to limit, and we want the monument style because that's more consistent again with the aesthetic and the efforts to beautify the South Arlington Heights Road Corridor.

COMMISSIONER DAWSON: Okay, and did you say that typically, in the code, he would be allowed to put signage on more than one frontage? Or is that what you said?

MR. HUBBARD: If you have more than one frontage on more than one street, you're allowed two signs granted they are separated by 800 feet as measured along the property line. But his property line is going to make that 800-foot separation impossible, so there would be no way he could have two signs out in his frontage on two streets. It can't meet the 800-foot separation. So, he's only allowed one sign per code; we're just stating that that sign, or just recommending, that that sign be on Arlington Heights Road and be the ground style, the monument style.

COMMISSIONER DAWSON: Okay, and it's not a safety. Okay.

CHAIRMAN ENNES: So, and Sam, on that sign, it's really because of the size of the property and the tollway? Because I drive that stretch of the tollway to 53 quite frequently, and there are countless buildings that have signs up either on the building and facing the tollway or signs on their lots. Would there be a restriction then from the future Arlington Corridor to the east of Arlington Heights Road? We don't want them to have hotels that have signs out on the tollway or what?

MR. HUBBARD: So, there's, the Village is not requiring or placing any restriction on wall signage on the building. So, if the Petitioner wanted a wall sign

here that faced the tollway that's code compliant, and that's fine. We think he has that right. If he wanted a monument, a pole style sign facing the tollway around here, we don't think that that's appropriate. I don't think he'd be able to build a compliant one that would give him much visibility anyways, but again, that's our recommendation.

CHAIRMAN ENNES: Okay, thank you. Thank you. Are there any other Commissioner questions before we see if there's anybody in the audience?

(No response.)

CHAIRMAN ENNES: No? Okay, is there anyone in the audience that has questions for the Commissioners?

QUESTIONS FROM AUDIENCE

MR. TOMLIN: This is Eddie Tomlin. I work at Paragon Mechanicals. I'd like to say something.

CHAIRMAN ENNES: Okay.

MR. TOMLIN: I've been with Paragon Mechanical for about five years now. All the signage aside and everything aside, give us this opportunity. We have worked so hard to get to this point. Thank you for your time. That's all I have to say.

CHAIRMAN ENNES: Thank you, Eddie. Okay, is there anyone else in the audience, Sam?

MR. HUBBARD: Is there anyone in the attendee side of Zoom? If you have a question, please click the Raise Your Hand button in Zoom and we'll open the floor and allow you to speak; otherwise, you'll be on mute. If there's anyone that's dialed in by phone, dial *9 and you'll be added to the queue to speak.

(No response.)

MR. HUBBARD: All right, I'm not seeing anyone raising their hand in Zoom. So, I do have -- I was submitted one e-mail and asked to share it and I will read this e-mail now to get it into the record.

CHAIRMAN ENNES: Okay.

MR. HUBBARD: It reads to the Board of Trustees: Good afternoon. My name is Carina H. Santa Maria, and I'm a constituent of Arlington Heights. Thank you for all that you do for our community, especially during this time. I'm unable to virtually attend tonight's meeting due to childcare issues, but wanted to send a letter of support in for Paragon Mechanical as I know they're being reviewed for their new property in Arlington Heights.

As you already know, Paragon has been in business in our community for many years. In addition to them being a great business for our community, they are also a community partner. I am the executive director at Shelter Child Welfare Agency, a welfare agency in Arlington Heights. We serve over 1,000 youth and families within our area by providing emergency housing services, foster care, and child abuse protection program. Last winter, our boys emergency shelter had an issue with our heating system and our shelter was at capacity. As a non-profit, we often struggle for funding when looking at maintenance. Paragon sent an employee to the shelter to look at the system and assist us with fixing it. In addition, they have donated to another foundation that I run in honor of my father to provide soccer camps and scholarships for lower income families.

I'm thankful for a great community partner like Paragon Mechanical and hope that they are able to continue their business in Arlington Heights as they also support our community. Sincerely, Carina H. Santa Maria.

CHAIRMAN ENNES: Thank you, Sam. So, we have nobody else. Are there any other questions from the Commissioners?

COMMISSIONER CHERWIN: Terry, I would just like to ask a question here. I didn't speak earlier, but a couple of questions. I guess when we go back to the conditions and we talk about the signage and then the landscaping; I guess I'd echo probably more where Lynn is. You know, I'm not as, you know, I think there's a uniqueness to this site that justifies some, I guess you'd say a nuanced review of this compared to other sites. Whether it has to do with the signage, it kind of cuts both ways, right? It's kind of maybe to the Petitioner's advantage in the sense that we might be willing to do something here that we might not be willing to on other sites just because there's really not many sites like this where it's located inside of that ramp location and everything else.

I think on the other side of that, there's also, you know, given where it is, I think Mr. Polka was concerned about the requirement on the signage. I think where the Village is coming from there is also a part of the uniqueness to this site, you know, visibility, the prominence of it and kind of what's going on around it. I think with a site like this that is very unique. That is part of the South Corridor Plan to the extent that Plan Commission and then subsequently the Board is going to review this, I think they're going to, you know, if they do allow this to go forward, they're going to want some significant guard rails along it. So, I think that's really what, in my view, that's kind of what's driving me to Staff's somewhat modest limitation on the signage requirement.

I guess the other one that, maybe I just need a little more explanation on process-wise, Sam. If we're talking about the landscape kind of phase one, phase two, maybe even just going beyond the landscape; if the Village is concerned and as we present this to the Board, if the Village is concerned about the phase one and is more favorable on phase two, is there any, I guess trigger here? What if phase two never happens for various reasons that we can't contemplate now, you know, if it just doesn't get done for whatever reason? Is there any kind of time trigger on this from the Village's perspective? Or maybe just from a landscaping perspective, if they just put a hard and fast date in there that ties into, you know, the phase two date as Mr. Polka suggested. I that something that Staff is willing to do? Those I guess are my two questions. Sorry to put them together.

MR. HUBBARD: So, let me just seek some clarity. There's a phase one and phase two of Mr. Polka's business plan, and then there's a phase one and phase two of landscaping installation which is irrespective necessarily of his business plan. You know, the phased landscaping plan would have a phase one and phase two, and that would be implemented during his phase one business plan, so not the redevelopment of the site.

Your question is, does the Village have a drop-dead date for implementation of the phase two landscaping plan as part of his phase one business plan? Is that your question?

COMMISSIONER CHERWIN: I guess my question is kind of both. We have some of these dates in here under this limitation on the landscape. I guess at

what point does the, you know, if September 30th comes and goes, what happens? I guess how does it connect to the Village having a drop-dead date for the business plan? Or, you know, if they're really looking for phase two to happen and that's kind of what's allowing the interim use, the interim status of phase one, is there anything that the Village is requiring, you know, I guess to make sure they would get to phase two on the business operations side? I guess it's two questions.

MR. HUBBARD: Well, phase one landscape installation would be done, you know, right after the Petitioner moves into the building, no later than September 30th of this year. Phase two landscaping would be implemented by 2022, September 30th 2022, assuming that there has been no change to the site. This is, we've given you two years to implement your phase two business plan, you haven't implemented it, so we'd like the further landscaping that we feel like is necessary on your site to mitigate for your use and bring you up to code. Is that what you're --

COMMISSIONER CHERWIN: The details I guess of those approvals, I guess, and the landscaping is part of it, but I'm just thinking as far as what the overall plans are. I guess for me I don't really understand sort of the details. It's hard to kind of prove an advance to the phase two without I guess knowing exactly what it is. I guess, you know, there was some mention of a potential drive-through, that would require, you know, it would seemingly require a special use permit to go through that process again if that were to happen because that doesn't seem to be a part of this here, am I correct? So, we'd be seeing Paragon again in that approval process, is that right?

MR. HUBBARD: Absolutely. If phase two of the business plan and redevelopment of the site were ever proposed, then that would certainly require an appearance before the Plan Commission. If that phase two is proposed prior to September 30th, 2022, then the phase two landscaping is no longer relevant because the whole land use variation needs to be amended as part of the phase two business plan redevelopment. So, if he's redeveloping the site prior to September 30th, 2022, then there's no, you know, the condition is not going to kick in because he's going to redevelop the site and there would be no need to add those landscape islands and landscaping because the site is going to be redeveloped. But if it takes longer than two years or longer than three or four years, you know, then that's when we want the phase two of landscaping to be installed because then it would kick in on September 30th of 2022. If redevelopment hasn't occurred by then, who is to say it's going to occur two or three or four or five more years later? We'd like to get the landscaping in at that point, you know, that complies with code.

I mean, I think Staff's original perspective was bring the site up to full landscape standards as soon as you move in. Obviously, we understand that the Petitioner has this concept for redevelopment. So, the Village is agreeing and saying we'll scale that back, just as part of your occupancy and business phase one, occupancy of the site, just install the landscaping that's towards the front of the site that could have the most impact, and then you'll have two years to implement phase two development plan. If you can do that, then you don't have to spend the money to install the rest of the landscaping in the back that would have less of an impact.

COMMISSIONER CHERWIN: Okay, thank you.

COMMISSIONER JENSEN: Follow-up question to Jay's question of Sam. The Petitioner made reference to something costing around $70,000 I think

with regard to the landscaping. I'm not sure if that's cost related to the phase one landscaping proposal or whether it was the latter, the phase two. I would be --

MR. HUBBARD: It's the totality of both.

COMMISSIONER JENSEN: Okay, so if he only does phase one, the expense to that would be nowhere near the $70,000 is what it sounds like. Because what he was making the point is I don't want to put $70,000 worth of landscaping in and then tear it up because I leveled the entire site to put in a new building.

MR. HUBBARD: Right. Phase one landscaping would not be close to $70,000 in the opinion of the Village.

COMMISSIONER JENSEN: Okay, I just wanted clarification of what the extent of the landscaping is because he could only do phase one and not be able to do phase two, and we'd want him to be in compliance with what phase one requires.

COMMISSIONER SIGALOS: Can we clarify one thing? I keep hearing Sam saying and Mr. Polka saying that once he moves into the building. He has moved into the building, is that not correct? You are operating your business out of the building since you've moved out of 11 North Arlington Heights Road?

MR. POLKA: We are not fully operating out of here.

COMMISSIONER SIGALOS: But you are operating out of this building; you are in this building?

MR. POLKA: We are not fully operating out of here. I don't know how else to explain it to you. We do not have a full staff here. We are not fully operating out of 2400 South.

COMMISSIONER SIGALOS: Where are you operating out of then?

MR. POLKA: Our homes.

COMMISSIONER SIGALOS: From my understanding is that this, today, that we have to deal with is phase one, not what might happen in phase two, two or three years from now and the fact that this particular property, is a key property for the South Arlington Heights Corridor Plan and a business, as yours right now is, as a contractor shop, is not compatible with that. I would want that on the record, and I would not support this petition.

COMMISSIONER LORENZINI: Terry, I've got a question. This is Joe.

CHAIRMAN ENNES: Okay.

COMMISSIONER LORENZINI: Sam, my question relates to access. You know, looking at Arlington Heights Road and Central, or even Arlington Heights and Algonquin, getting to some of those businesses with the raised medians doesn't provide a lot of great access. So, what type of commercial building would you see potentially going in here?

MR. HUBBARD: Well, this site has great access. It's got a signalized intersection with its entrance drive that provides full access with a traffic signal to northbound and southbound Arlington Heights Road. So, I think it's suitable for a wide range of commercial or retail uses.

COMMISSIONER LORENZINI: Okay. All right, thank you.

MR. POLKA: Keep in mind, it was on public bid and no one else

bid on it. No one else bid --

CHAIRMAN ENNES: It was on the market for how long?

MR. POLKA: Sorry, I think it was like two years.

CHAIRMAN ENNES: Okay, yes.

MR. POLKA: I don't know the exact amount of time, I'd have to look at that. I wasn't prepared for that question, but it was on the market for a long time and we were the only ones that submitted a bid. It is a very challenging piece of property. Though, yes, it has a light, it has access on and off, it is very challenging.

MR. PFAFF: That's exacerbated more by what's going on in our world now I would think.

CHAIRMAN ENNES: Okay, any other comments or questions?

COMMISSIONER DROST: Yes, I've got a -- George Drost here.

CHAIRMAN ENNES: Yes, George.

COMMISSIONER DROST: Just following Jay's lead, there's a lot of nuances and guard rails and stuff. I could list at least 10 to 15 different issues. It seems like what we're doing is we're designing a plan to make Paragon fit the property, or we are trying to make it fit or we're just rejecting it because it won't fit.

I think if you look at what they did at 11 North Dunton, and I was on the Commission at that time as well, is they took an orphaned piece of property, and really put it to a very good use. The other aspect is that this is an orphan type of property at the south end of town, and if it's controlled in the way that it's developed, it can be, I think fit within the overall Village plan. The question is we're not here to design it, we're not here to figure those out, but I think it's got some possibility.

Plus, from my standpoint, it probably keeps the sales tax in the community as well and maybe expanding a base for the sales tax. So, those are my comments.

CHAIRMAN ENNES: Well, I'll add on to your sales tax and it will add on the property tax because it was exempt in the past. So, for 60 years, it hasn't been providing any property tax and I'm aware of the fact that under the new assessment procedure, this new assessor more than doubled what was paid for the property. So, he is part of that venue that thinks it's a really ideal property. Personally, I don't.

I have always had a problem with the access to that piece of property. It's small. I don't see a big development going in there. You need parking for that. You know, it's a two-acre piece of land. I have to agree really with the direction Jay was going and George. I don't think this is a prime piece of property.

We approve phase one, phase two, phase three developments a lot. You know never know if those developers are going to end up getting phase two, phase three. We don't know what's going on right now at Downtown Arlington Heights, you know, with all we went through to approve the development, that wonderful development next to the garage, but it doesn't sound good for that going forward. So, you never know what's going to happen.

But I think it's a tough property. I realize it's part of our long-term plan for the corridor. I think this development, high tech, energy efficiency, thermal, all of the stuff that's, again, it's what all the LEEDS people want in their buildings. We want it in the Village. I think it could be a good use for it if the Petitioner realizes his goals to step it up with the office and some of the other development in

there. I don't think you're going to get a whole lot more on that piece of property.

But anyways, do we have a motion? Do we have any other comments?

COMMISSIONER JENSEN: Lynn Jensen. I'd like to follow-up. I'm glad to see that George and you and Jay articulated the thing that I have been feeling, but I wasn't going to make too much of a point out of. I think we have a first class Petitioner here with a lot of passion and a good, clear sense of entrepreneurship. I think he would be a very good entity to have in Arlington Heights.

I, too, don't think this is a great piece of property. I think it has real limitations. Quite frankly, I think we should be happy that somebody wants to take it and develop it and has some sight of where they want to go that would look high tech and would fit into the appearance of what we want the south corridor to look like. So, I'm much more charitable towards this than perhaps some of the other Commissioners because I just don't see that this is going to be easily developed.

And quite frankly, we don't have any idea how we're going to emerge as a village or as a society out of this pandemic. If you study the history of the 1918 pandemic, you'll understand that there were a lot of fundamental societal changes. For example, one of the things that may happen is office space may not be a big issue in the future. Once companies understand that people can work from home, there may not be much demand for this office space that we have to this point.

So, I'm a little reluctant to basically just turn down a petitioner on points like the ones that have been made. If he addresses the issue around the parking and he does the landscaping he needs to do and he has an opportunity to grow the business and develop into phase two, I think we should be able to accommodate that.

COMMISSIONER WARSKOW: I would like to echo a number of these comments that, yes, I agree that, one, what Lynn said earlier, Mr. Polka, I don't think you put yourself in the best light leading into this meeting, having not worked more closely with the Village on your situation with the parking and the Township. But having said that, I'm in the energy efficiency field, I fully support and I see the strength in the future for your business. I do worry that I don't see that area being a prime spot for a restaurant or an office space or a tall building, any of that.

So, I am, he's already bought the building. He's got a thriving business that will grow in the future. He's very committed. He has very committed staff. So, I feel very similarly that I think this is worth the variations.

COMMISSIONER CHERWIN: Can I ask one more question, Sam? I'm sorry, late in the game here. IDOT, what are they going to, is there going to be like, are they going to require any approvals? I mean, we've got Arlington Heights Road, it's kind of abutting their property. Are they going to require cost sharing on the traffic maintenance, you know, traffic signal, anything like that?

MR. HUBBARD: I don't know if the Petitioner has reached out to IDOT to get their preliminary feedback. I don't know even when you get their preliminary feedback if it ends up being their final ruling, but I don't anticipate anything in phase one of this business plan.

The only thing that we would require in coordination with IDOT from my perspective is some of the code-required landscaping would need to encroach into IDOT right-of-way. So, he would have to coordinate with IDOT to get

their permission to install that landscaping within their right-of-way. Of course, if he cannot secure that permission, then I think the Village certainly can be flexible in working with them to, you know, find alternative locations to try and meet the intent of the landscape requirements.

COMMISSIONER DAWSON: Terry, I have a comment.

CHAIRMAN ENNES: Yes, please.

COMMISSIONER DAWSON: So, just we haven't gone back on the signage, and while the Petitioner wanted to argue with me because he thought I was working against him, if he would just let me ask my question, I was trying to get to the bottom of whether or not it was a safety issue, and it's not a safety issue. If it's not, then as far as I'm concerned, he should follow the code and be able to put the sign where he wants to put the sign. The fact that he might not be able to get a sign that is effective for his business in a different location is his problem, not ours. As long as it meets the code, then I think we should let him put the sign out where he wants to put the sign out.

So, I also am in favor of this petition. I think that I like phase one better than I like phase two. Just like other people have said. I don't see this as a location for a coffee shop. If he wants to have one later, we'll talk about it later, but I actually think this is a good use for this property.

I remember the petition back when they came to the Arlington Heights Road property. I made all these concerns. I live in the rec park neighborhood. I don't live right behind him, but I've never heard from anyone of any complaints about the facility. I will say that I have recently seen trucks parked out front before I even knew that it was an issue here driving by going, oh, look it's Paragon, they must be operating over there. I didn't even realize it was on the agenda.

I will also say that I wasn't troubled at all by seeing their truck parked out front. I didn't drive by and go, ugh, look at that truck. It was, oh, Paragon is there. They had one truck; it wasn't problematic for me. I don't think we should have a truck parking lot out front but, you know, they have nice-looking trucks and it was the van, you know, it wasn't anything really problematic for me.

So, the one thing that I'm very, very bothered by is the not willing to work with the Village. I always have a problem with that. Because now if we want, I mean, if we approve it and we have landscaping, but it's approved and he doesn't do the landscaping, we've got a Petitioner that has shown an unwillingness to cooperate and work with the Village unless put to a point that's forced to do so. So, that is problematic for me, but I don't know if there's anything we can do about that.

I do want to see the landscaping go in. We would have required that if he had come to us in the first place. The phasing I think is appropriate and I want to see the landscaping. But I'm okay with removing the signage condition, and that's where I'm at. So, I'm in favor of the property keeping three in place and taking six out. I don't know if anyone else agrees with me or not.

CHAIRMAN ENNES: So, do you want to make a motion?

COMMISSIONER GREEN: I'd like to make a comment if I could.

CHAIRMAN ENNES: Sure.

COMMISSIONER GREEN: We just had a, one of the last meetings we had with the Village was for the property, the Herald building property and that whole entire corner redevelopment there.

CHAIRMAN ENNES: Yes.

COMMISSIONER GREEN: There are going to be tall buildings there, that was the indication. I think that this property with a signal on it is a very unique, valuable piece of property. I don't look at it as if it's a hardship at all. I think it has a lot of potential for other uses.

I am against the contractor shop part of this ordinance. You should be careful what you wish for. A contractor shop is in certain areas because of how it looks. We approved a corridor plan here to improve the entire area from the tollway all the way to the downtown area eventually. So, I am not in favor of a contractor shop here.

CHAIRMAN ENNES: Bruce, I would agree with you if I thought this was your typical contractor shop. You know where my office is. We recently moved a business from Palatine and Arlington Heights Road that was quite unsightly with all its trucks. They're now one of my neighbors; that's a contractor shop that's loaded with trucks and parts.

We have an individual, a business that is not going to store materials outside. I think he's resolved the truck issue; he did in his other property. I still don't understand why we are concerned about people being able to see trucks in a parking lot from the toll road. I can understand it on Arlington Heights Road because we don't want that look. But I think it's a different type of property and I think its high energy efficiency nature is in line with the kind of development that we would want to see in that new corridor. But that's just my perspective.

Any other comments?

MR. POLKA: Can I just address that I want to work with the Village and I will. I'm sorry about the beginning in those circumstances. During the next meeting, I will be more prepared to explain that situation in its entirety. But I absolutely have worked with the Village in the past and I will continue to work with the Village moving forward.

I know a lot of the inspectors intimately as we do a lot of different projects here, both commercially and residentially. I'm sorry for the way that we, the light has been shed upon us because of a circumstance, but I will absolutely work with the Village in every way possible.

MR. HUBBARD: Can I just recommend we close the public hearing portion of this hearing? I don't think we officially did that.

CHAIRMAN ENNES: Yes, you're right. So, we close the public hearing portion.

COMMISSIONER LORENZINI: Can I jump in, Terry?

CHAIRMAN ENNES: Yes, please.

COMMISSIONER LORENZINI: Yes, this is Joe, Joe Lorenzini again. I've got to say I admire Mr. Polka and his ambition and his plans. He really is a great credit to the community and all he's done and plans to do. But I also agree with the Village's plans for the corridor improvement, the future vision and what it should look like. But as some of the Commissioners brought up the future, the economic future, we really don't know what it holds.

So, having said that, I would not approve the petition as it stands, but what I would recommend, to approve it for a certain amount of time, say maybe two years time limit, ease up on the landscaping requirements for that time, but

then after two years if he can't move to phase two and make it look a lot nicer so it fits in with the corridor and the vision, or if he can't do it at that time, maybe the Village can either cancel it and he has to move, or give an extension for another year or two. I can go for something like that, but I agree with the Village, I couldn't approve it the way that it stands right now.

CHAIRMAN ENNES: Okay, thanks, Joe. Does someone want to make a motion? Sue, I think you had one?

COMMISSIONER CHERWIN: I can make a motion.

COMMISSIONER DAWSON: Okay, go for it, Jay. Otherwise, I'll make it, but I'm all good with you.

COMMISSIONER CHERWIN: Okay, I'll make a motion.

A motion to recommend to the Village Board of Trustees <u>approval</u> of PC# 20-004, a Rezoning from the R-1 One-Family Dwelling District and B-3 General Service, Wholesale, and Motor Vehicle District into the B-2 General Business District; a Land Use Variation to allow a contractor shop within the B-2 Zoning District; and the following Variations:

1. **A variation from Chapter 28 of the Municipal Code, Section 5.1-11, to allow an area of B-2 Zoning that is approximately 2.36 acres where a minimum of four acres is required.**
2. **A variation from Chapter 28 of the Municipal Code, Section 6.12-1(2), to waive the requirement for a traffic and parking study by a certified traffic engineer.**

This recommendation shall be subject to the following conditions:

1. **The Land Use Variation shall apply to Paragon Mechanical only.**
2. **Any contractor vehicle, which shall be defined as any contractor truck owned by the Petitioner or employees of the Petitioner (regardless of the presence of signage) or any passenger vehicle with contractor signage, shall be prohibited from parking at the front of the site. Such vehicles, whether during the day or overnight, shall only park behind the building so as to not be visible from Arlington Heights Road or shall be parked within one of the interior parking spaces.**
3. **The Petitioner shall be required to implement the phased landscape plan prepared by the Village of Arlington Heights and dated 5-8-2020. Phase One landscape improvements shall be completed no later than September 30, 2020, and Phase Two landscape improvements shall be completed no later than September 30, 2022.**
4. **The Petitioner shall install a code compliant dumpster enclosure, or alternatively, the salt dome can be used as the dumpster enclosure, provided that the dumpster is not visible from Arlington Heights Road.**
5. **Outdoor storage of materials shall be prohibited.**
6. **The following signage restrictions shall apply:**

a) No ground signage shall be allowed along the on-ramp frontage or tollway frontage. The ground sign along the Arlington Heights Road

frontage shall be a monument style ground sign, to be no taller than six feet in height.

b) No wall signage shall be allowed on the accessory structures located on the subject property.

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

COMMISSIONER DROST: I'll second that.
CHAIRMAN ENNES: Who seconded?
COMMISSIONER DROST: George Drost.
CHAIRMAN ENNES: Okay, and no exceptions on the items three and six?
COMMISSIONER CHERWIN: My motion is to pass it as it's written by the Staff, one through seven.
CHAIRMAN ENNES: Okay, and we have a second with George. From Roberts Rules, do we call the question here or --
MR. HUBBARD: So, we have a motion that's been seconded, so I think it would be appropriate to call the roll.
CHAIRMAN ENNES: Okay, would you please call the roll?
MR. HUBBARD: Commissioner Dawson.
COMMISSIONER DAWSON: Yes, with comment.
MR. HUBBARD: Commissioner Green.
COMMISSIONER GREEN: No.
MR. HUBBARD: Commissioner Jensen.
COMMISSIONER JENSEN: Yes, with comment.
MR. HUBBARD: Commissioner Lorenzini.
COMMISSIONER LORENZINI: No, with comment.
MR. HUBBARD: Commissioner Sigalos.
COMMISSIONER SIGALOS: No, with comment.
MR. HUBBARD: Commissioner Warskow.
COMMISSIONER WARSKOW: Yes.
MR. HUBBARD: Chairman Ennes.
CHAIRMAN ENNES: Yes. And the comments? Oh, I'm sorry.
MR. HUBBARD: Commissioner Cherwin.
COMMISSIONER DROST: Sam, I don't think you got my vote, Drost.
MR. HUBBARD: Yes. Commissioner Cherwin.
COMMISSIONER CHERWIN: Yes.
MR. HUBBARD: Commissioner Drost.
COMMISSIONER DROST: Yes, with comment.
CHAIRMAN ENNES: Okay, Sam, would you call each name for their comments?
MR. HUBBARD: I believe Commissioner Dawson had the first comment.
COMMISSIONER DAWSON: Yes. Well, I just want to reiterate that I would rather we take out number six, but feeling that this is going to be a close vote and also wanting to show that I am generally in support of the project, I went with

yes as opposed to voting no simply because six was included. So, again, I reiterate that I am supportive of striking six and am in support of the project.

MR. HUBBARD: I believe Commissioner Jensen had the next comment.

COMMISSIONER JENSEN: Yes. I was impressed with the passion, the entrepreneurship and the energy that Mr. Polka and his staff brought to this project. I think it is very unfortunate that he did not handle the situation around occupying the building and having vehicles out during a long period of time when he was getting communications from the Village. But I understand that he was in a very difficult position and he didn't know exactly how to handle it. I would hope in the future he would be more skillful in handling those things and work with the Village. I'm expecting that he will not replicate that behavior in the future whether it's over landscaping or anything else. So, I think perhaps we might give him a little leeway.

As a comment to Mr. Polka, I think brevity in your presentation would help your case a lot, you know. Mark Twain said, I wrote you a two-page letter because I didn't have time to write you a 10-page letter, and I think there's some wisdom there. So, I think you should sharpen up your presentation when you go to the Board, and keep it precise, to the point, and don't go on and on.

MR. POLKA: Okay, thank you.

MR. HUBBARD: Commissioner Lorenzini, did you have a comment?

COMMISSIONER LORENZINI: Yes. The reason I voted no is not because I don't like the project or don't like the company. I just would hate to see it look like it does today 20 years from now. That's why I recommended putting some type of time limit on phase one and then they have to go into phase two. Now, like I said, if two years from now the economy is still in the tank and nothing has been built, then give them another two-year extension. But I cannot, I voted no because it's pretty much an infinite approval to stay in phase one.

MR. HUBBARD: Chairman Ennes, you had a comment?

CHAIRMAN ENNES: I did not. I'm not going to make a comment just because of my prior relationship with the Petitioner. I totally understand what all of you were saying about the corridor plan and the issues with the contractor yard. If this was a typical contractor yard, I would have voted no.

I think George had a comment.

MR. HUBBARD: Yes, Commissioner Drost.

COMMISSIONER DROST: Yes, and I think it's an imperfect situation. Basically, what I think we need to do is the Petitioner and the Village has to really kind of resolve some of these issues, because conceptually it should work. I think there is quite a bit of support at least from the Plan Commissioners. But I would need a little bit more crispness in the presentation on the part of the Petitioner would probably help him rather than hinder him.

MR. HUBBARD: I feel like I might have missed someone. Did anyone else have comment?

COMMISSIONER SIGALOS: Yes, I did. This is John Sigalos. My comment is that, you know, we spent a lot on, we've heard a lot on how good Paragon Mechanical is. I don't deny that. They are a good company and they've done a lot for the Village, but again, the issue here was the use of this property. It's not compatible

with the South Arlington Heights Corridor, and again, the type of contractor shop that it is, whether he wants to believe it or not, he is. Again, it's not compatible with this zoning.

So, that was the reason that I voted against it, not the fact that I'm against Paragon. But again, the issue today is that this is phase one, but we don't know what's going to happen in phase two, two years, four years, 10 years, we don't know what will happen. But the issue today, I could not support it.

CHAIRMAN ENNES: So, we have, Sam, if I have this right, we have a vote of six to three?

MR. HUBBARD: That's correct. So, the motion passes, and this would tentatively go to the Village Board on June 1st for their consideration. I don't know if they're able to hold a quick turnaround on a Zoom meeting like this, but that would be their first potentially eligible appearance date. Mr. Polka, although we'll work with you with further communications leading up to that to make sure that we have room on the agenda for that meeting for you or if you have to get pushed back.

MR. POLKA: Okay.

CHAIRMAN ENNES: Thank you, Mr. Polka, and good luck.

MR. POLKA: Thank you. I appreciate everybody's time.

(Whereupon, the hearing on the above-mentioned petition was adjourned at 10:00 p.m.)

Phased Landscape Plan

Prepared by Village of Arlington Heights
Date: 5-8-2020

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ALTA / NSPS LAND TITLE SURVEY

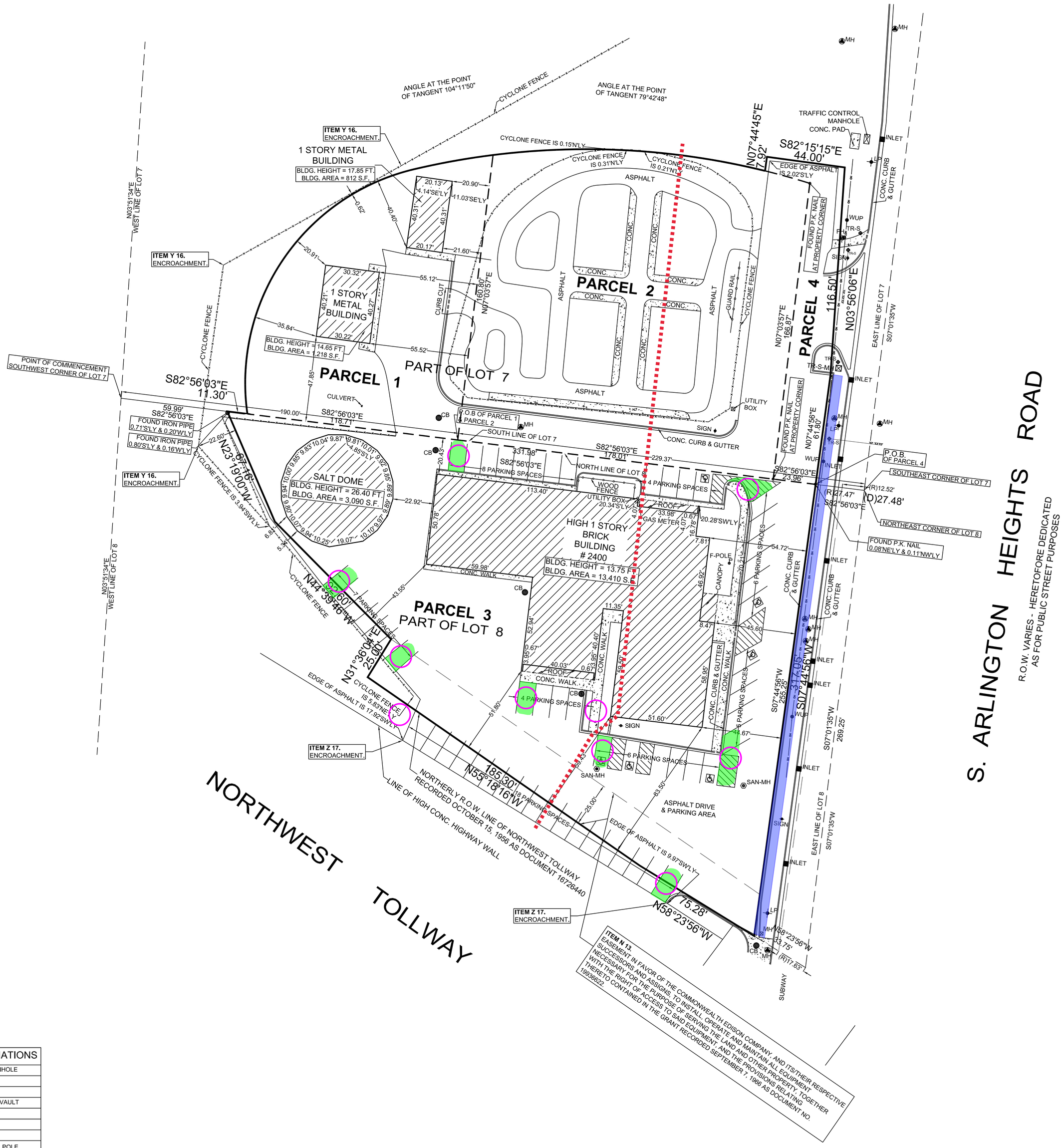
0' 10' 20' 50'

3' Tall Parking Lot Landscape Screen

Landscape Island

Shade Tree

Phase I/Phase II delineation. Improvements to the east of this line must be installed no later than September 30, 2020. Items to the west of this line must be installed no later than September 30, 2022.



LEGEND	ABBREVIATIONS
SAN-MH	SANITARY MANHOLE
CB	CATCH BASIN
INLET	INLET
WVV	WATER VALVE VAULT
FH	FIRE HYDRANT
TR-L	TRAFFIC LIGHT
LP	LIGHT POLE
WUP	WOOD UTILITY POLE
TR-S-MH	TRAFFIC SIGNAL MANHOLE
MH	MANHOLE
SIGN	SIGN
F-POLE	FLAG POLE
	HANDICAPPED PARKING SPACE
(D)	DEED DATA
(R)	RECORD DATA
(M)	MEASURED DATA

ORDERED BY:
ARNSTEIN & LEHR LLP

SCALE : 1" = 30'

DATE : JUNE 14, 2017

FILE No.:
2017 - 25095

DATE	REVISION
12/18/17	REVISED PER NEW TITLE COMMITMENT
10/16/17	REVISED PER REVISED TITLE COMMITMENT
8/29/17	REVISED PER TITLE COMMITMENT DATED 8/15/17


Paragon Mechanical, Inc.
Paragon Mechanical Inc.
Welcome to
ARLINGTON
HEIGHTS


ParagonMechanical,Inc.

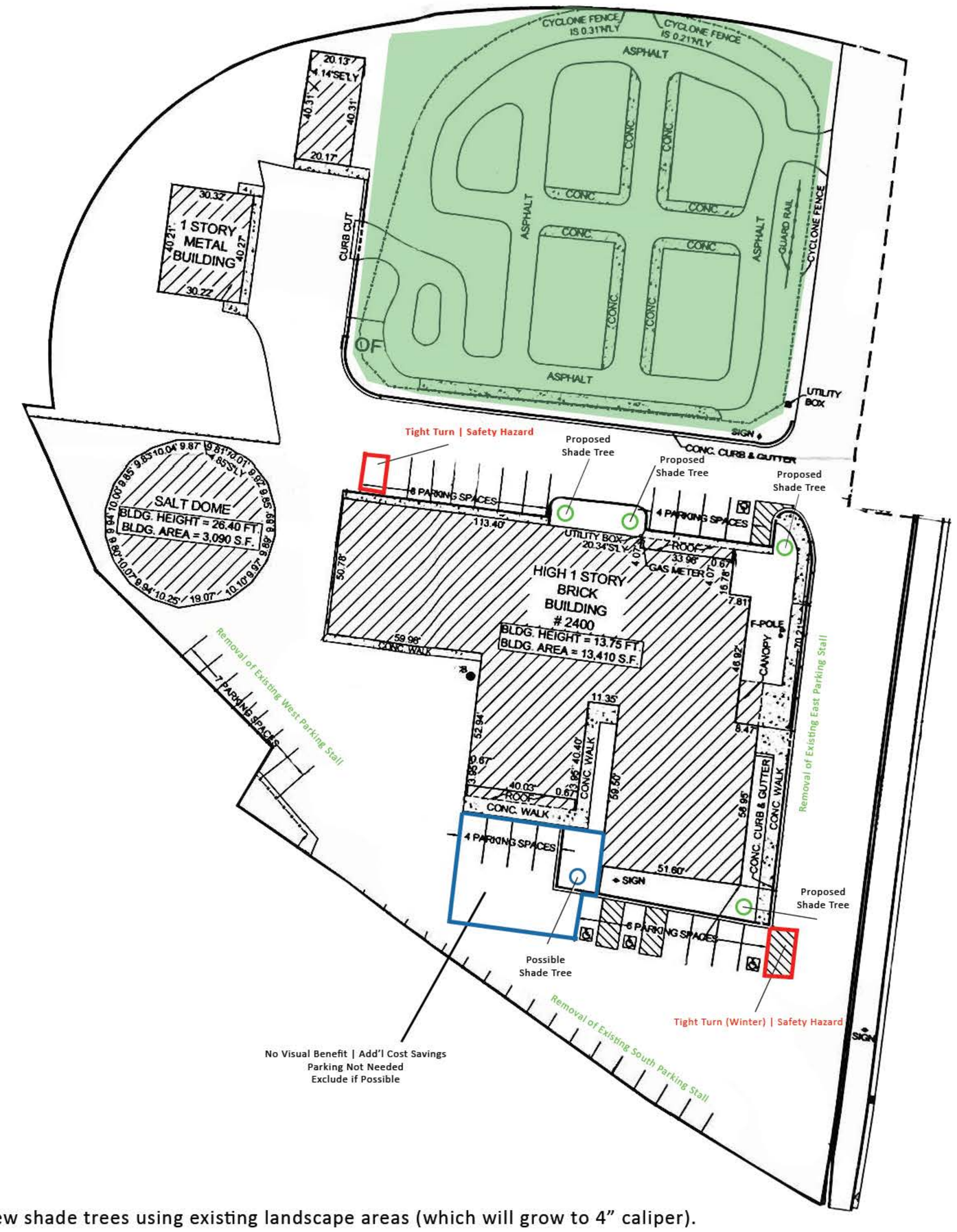

Paragon Mechanical, Inc.
Paragon Mechanical, Inc.


ParagonMechanical,Inc.



Paragon

LANDSCAPE PROPOSAL



Green (Proposed): Installation of four (4) new shade trees using existing landscape areas (which will grow to 4" caliper).
Green (Proposed): Complete removal of East side parking stall.
Green (Proposed): Complete removal of South side parking stall.(Partially on property).
Green (Proposed): Complete removal of West side parking stall (Partially on property).
Green (Proposed): Complete removal of "Safety Town" to include asphalt and structures. Installation of new grass to replace.
Red (Safety Concern): Variation Requested to elminate island/tree.
Blue (Possible): Prefer to avoid to cut cost, no visual benefit from Arlington Heights Road.
Note: Final re-stripe plan to be provided upon agreement of minimum number of spaces necessary.

Rosario Gambino & Son
LANDSCAPING, INC AND COMMERICAL SNOW PLOWING

Proposal Date: 8/10/2022 **Revision Date:** 8/11/2022

Proposed to: PARAGON MECHANICAL
KEVIN POLKA
2400 S ARLINGTON HTS RD
ARLINGTON HTS, IL

Phone:
E-mail: KEVIN@PMCOMFORT.COM

Work Proposal

Rosario Gambino & Son Landscaping hereby proposes to furnish materials, equipment and labor in accordance with the below specifications:

SCOPE OF WORK	**Price**
CONTRACT 2	$17,000.00
~REMOVE 8000 SQ FT OF ASPHALT	
~REMOVE THE HOUSES	
~INSTALL 160 YDS OF TOPSOIL	
~WHEN COMPLETED INSTALL SEED & BLANKET	
~REMOVE THE FENCE	
~INSTALL (4) 2" AUTUMN BLAZE MAPLES WITH 2 YDS OF TOPSOIL	
TREES TO BE INSTALLED IN EXISTING LANDSCAPING BEDS	
TREES WILL GROW TO A 4" CALIPER	

Total Cost **$17,000.00**

50 % Deposit is required before start of job. Any alteration or deviation from the above specifications will be billed as an extra charge over and above the amount listed on this contract. Full payment is due upon completion of services. A service charge of 2% per month will be added to all balances not paid within thirty days. All costs, including attorney's fees and court costs incurred in collecting overdue accounts shall be paid by the customer.
Jobs are scheduled after receipt of signed contract and deposit. Although all reasonable efforts are made to begin/finish work on schedule, timing may be affected by conditions beyond our control, including but not limited to weather conditions, material availability, and time required to obtain any necessary permits/permissions. This proposal is subject to revision if not accepted within thirty (30) days after proposal date. Please note that any buried cables, wires, sprinkler lines, etc. will be the responsibility of the customer in the case where they may be damaged while Rosario Gambino & Son is carrying out contracted services.

This proposal, if signed, creates a contract between us. Upon acceptance, please sign, date and return to our office with deposit.

_____ _____
Representative of RGS Landscaping Signature **Date**

_____ _____
Customer Signature **Date**

ESTIMATE

Prepared For

Pargaon Mechanical
2400 Arlington Heights Rd
Arlington Heights , Ill 60005

Ferros Brick Paving

7n088 Sauber Rd
Virgil, Ill 60151
Phone: (630) 301-1293
Email: ferrosbrickpavingandsons@gmail.com

Estimate #	23118
Date	09/01/2022

Description

Seal coating

Seal coat 47,200 ft sq driveway
750 ft crack repair
Paint parking lines and details

Subtotal	$12,000.00
Total	**$12,000.00**

Village of Arlington Heights
Building & Life Safety Department

Interoffice Memorandum

To: **Sam Hubbard, Development Planner, Planning and Community Development**

From: **Deb Pierce, Plan Reviewer, Building & Life Safety Department – Building & Fire Life Safety Review**

Subject: **2400 S Arlington Heights Rd. – Paragon Mechanical LUV Amendment – Amendment to LUV Ordinance #20-022**

PC#: **2-010– Round 1**

Date: **August 1, 2022**

General Comments:

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

Sam –

I have no comments or objections to the request.

ENGINEERING DEPARTMENT

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 22-010
Petitioner: Paragon Mechanical, Inc.
2400 S Arlington Heights Rd. Arlington Heights
(847) 321-9428
Owner: HVAC Equipment Sales LLC
1427 W Maude Ave, Arlington Heights, IL 60004
(847) 321-9428
Contact Person: Kevin Polka
Address: 1427 W Maude Ave
Arlington Heights, IL 60004
Phone #: (847) 321-9428
Fax #:
E-Mail: kevin@pmcomfort.com

P.I.N.# 08-16-4000-035-0000
Location: 2400 S Arlington Heights Rd.
Rezoning: _____ Current: _____ Proposed: _____
Subdivision: _____
of Lots: _____ Current: _____ Proposed: _____
PUD: _____ For: _____
Special Use: _____ For: _____
Land Use Variation: X For: _____
Land Use: _____ Current: _____
Proposed: _____
Site Gross Area: 102, 911 SQ. FT.
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		NO	
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 X (IF LOT IS RESURFACED)
c. ARMY CORP ____ d. IEPA ____
e. CCHD ____

	YES	NO	COMMENTS
3. R.O.W. DEDICATIONS?		NO	
4. SITE PLAN ACCEPTABLE?		N/A	
5. PRELIMINARY PLAT ACCEPTABLE?		N/A	
6. TRAFFIC STUDY ACCEPTABLE?		N/A	
7. STORM WATER DETENTION REQUIRED?		NO	
8. CONTRIBUTION ORDINANCE EXISTING?		NO	
9. FLOOD PLAIN OR FLOODWAY EXISTING?		NO	
10. WETLAND EXISTING?		NO	

GENERAL COMMENTS ATTACHED

PLANS PREPARED BY: _____
DATE OF PLANS: _____

~~Director~~ Village Engineer — 8/4/22 Date

PLAN COMMISSION PC #22-010
Paragon Mechanical LUV Amendment
2400 S Arlington Heights Rd
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 **2018 International Property Maintenance Code** states as follows:

    302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions.

    The existing parking lot is in disrepair with numerous potholes and pavement that shows signs of failure. The parking lot should be repaired / repaved to be brought into compliance with the 2018 International Property Maintenance Code.

13. The petition discusses the possibility of restriping the lot. A striping plan shall be provided, showing the location of the stalls, the handicap accessible parking stall(s), including dimensions and aisle widths. Restriping the lot with the current condition of the pavement is not acceptable.

14. In the event the entire parking lot and entrance is resurfaced, this will require work within the Arlington Heights Road right-of-way which is under the jurisdiction of the Illinois Department of Transportation (IDOT). The petitioner should be aware that detector loops for the traffic signal are located in the entrance to the parking lot. Work within the entrance will require an IDOT permit

Michael L. Pagones, P.E. — Date
Village Engineer

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

DEPARTMENT PLAN REVIEW SUMMARY

Paragon Mechanical
2400 S Arlington Heights Rd

Round 1 Review Comments

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.

   - Given the landscaping concerns for this property, specifically in regards to the maintenance of the 3' landscape screen along Arlington Heights Rd, landscaping is a concern for this project. Landscaping should provide open sightlines to increase natural surveillance and avoid creating ambush locations and havens for illegal activities- theft, trespassing, vandalism, underage drinking, drug use, etc. In addition to compliance with Village code for landscaping on this property, landscaping should be well maintained in order to deter criminal activity.

A.O. #330

Alexandra Ovington, Crime Prevention Officer
Community Services Bureau

Approved by:

583

Supervisor's Signature

Arlington Heights Police Department

Emergency Information Card

1. Fill in all information by tabbing to each field.
2. When completed, save the form and send as an attachment to: policemail@vah.com.

Arlington Heights Police Department
200 E. Sigwalt Street
Arlington Heights, IL 60005-1499
Phone: 847/368-5300

Completed forms may also be printed and submitted in the following manner:

By Mail: Arlington Heights Police Department
200 E. Sigwalt Street, Arlington Heights, IL. 60005
Attention: Police Administration

By Fax: (847) 368-5970 - Attention: Police Administration

In Person: Dropped off at the Arlington Heights Police Department's front desk for forwarding to Police Administration.

Print Form (To Mail)

Name (Firm or Residence)

Address/City

Telephone Number

Date Information Obtained

IN CASE OF EMERGENCY PLEASE CALL:

Contact #1

Name

Address/City

Telephone Number

Cell Number

Contact #2

Name

Address/City

Telephone Number

Cell Number

Alarm System

☐ No

☐ Yes Phone number:

Alarm Company Name

HEALTH SERVICES DEPARTMENT

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 22-010
Petitioner: Paragon Mechanical, Inc.
2400 S Arlington Heights Rd. Arlington Heights
(847) 321-9428
Owner: HVAC Equipment Sales LLC
1427 W Maude Ave, Arlington Heights, IL 60004
(847) 321-9428
Contact Person: Kevin Polka
Address: 1427 W Maude Ave
Arlington Heights, IL 60004
Phone #: (847) 321-9428
Fax #:
E-Mail: kevin@pmcomfort.com

P.I.N.# 08-16-4000-035-0000
Location: 2400 S Arlington Heights Rd.
Rezoning:_____ Current: _____ Proposed:____
Subdivision: _____
of Lots:_____ Current: _____Proposed: ____
PUD: _____ For: _____
Special Use: _____ For: _____
Land Use Variation: X For: _____
_____
Land Use: _____ Current: _____
Proposed: _____
Site Gross Area: 102, 911 SQ. FT.
of Units Total: _____
1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

1. GENERAL COMMENTS:

No comments at this time.

Sean Freres 7/21//22
Environmental Health Officer Date

James McCalister 7/21/22
Director Date

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 22-010
Petitioner: Paragon Mechanical, Inc.
2400 S Arlington Heights Rd. Arlington Heights
(847) 321-9428
Owner: HVAC Equipment Sales LLC
1427 W Maude Ave, Arlington Heights, IL 60004
(847) 321-9428
Contact Person: Kevin Polka
Address: 1427 W Maude Ave
Arlington Heights, IL 60004
Phone #: (847) 321-9428
Fax #: _____
E-Mail: kevin@pmcomfort.com

P.I.N.# 08-16-4000-035-0000
Location: 2400 S Arlington Heights Rd.
Rezoning: _____ Current: _____ Proposed: _____
Subdivision: _____
of Lots: _____ Current: _____ Proposed: _____
PUD: _____ For: _____
Special Use: _____ For: _____
Land Use Variation: X For: _____

Land Use: _____ Current: _____
Proposed: _____
Site Gross Area: 102, 911 SQ. FT.
of Units Total: _____
1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

	YES	NO	
1.	_____	_____	COMPLIES WITH COMPREHENSIVE PLAN?
2.	_____	_____	COMPLIES WITH THOROUGHFARE PLAN?
3.	X	_____	VARIATIONS NEEDED FROM ZONING REGULATIONS? (See below.)
4.	_____	X	VARIATIONS NEEDED FROM SUBDIVISION REGULATIONS? (See below.)
5.	_____	X	SUBDIVISION REQUIRED?
6.	_____	X	SCHOOL/PARK DISTRICT CONTRIBUTIONS REQUIRED? (See below.)

Comments:

Please see attached comments #7 through #14

Jane Hubbard 8.3.22
Date

Planning & Community Development Dept. Review

August 3, 2022

REVIEW ROUND 1

Project: Paragon Mechanical LUV Amendment – 2400 S. Arlington Heights Rd.
Amendment to LUV Ordinance #20-022

Case Number: PC 22-010

General:

7. The following approvals have been requested:
   a. **Amendment to Land Use Variation ordinance #20-022 to modify the conditions of approval.**
   b. **Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(a), to waive the requirement for a 3' tall parking lot perimeter landscape screen along Arlington Heights Road. A determination on the necessity of this variation will be done once a plan has been provided to show the proposed landscape alternative "Option 2".**
   c. **Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(b), to allow certain parking rows to terminate without the code required curbed landscape island including a 4" caliper shade tree. A determination on the necessity of this variation will be done once a plan has been provided to show the proposed landscape alternative "Option 2".**

8. Should it be determined that a landscape variation(s) is required, a written response to each of the land use variation approval criteria must be provided, which must document how the requested variation conforms to each criterion of approval:
   - **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.**

9. In order to recalculate parking, please confirm the accuracy of the usage areas and sizes as depicted in the attached floorplan (the square footage's shown on the attached were derived from scaled measurements of the floorplan and should be close to 100% accurate). Additionally, please provide the following information:
   a. How many total employees work at Paragon?
   b. How many employees work in the office areas of the building (i.e. work out of the building for the duration of their shift).
   c. How many employees work out in the field during the day (i.e. technicians that may only come and go from the site on an as needed basis).
   d. Other than the office employees or technicians as identified above, are there any other employees at Paragon? If so please outline their position/responsibilities, whether they work in the building throughout the day, and if so, which portion of the building do they work in?

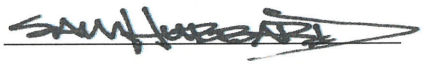
10. If the onsite parking is reduced to the minimum as required by code (based on the modified business operations as outlined in the project narrative), please acknowledge that if additional employees are hired or if usage of the building areas change, a parking deficit may exist relative to code requirements. Any such change would likely require an amendment to the Land Use Variation and/or a parking variation.

11. Please clarify what has changed at Paragon to where the Phase 2 office expansion is no longer contemplated and the conference/training room is no longer used as such.

12. Should landscape Option 1, as outlined in the project narrative, no longer be contemplated, please revise the project narrative to clearly outline what alternatives are proposed.

13. Please provide a plan that clearly shows how landscape Option 2 would be achieved. If certain parking areas will be removed, landscape islands added, and landscaping be proposed, the plan shall clearly show these site alterations.

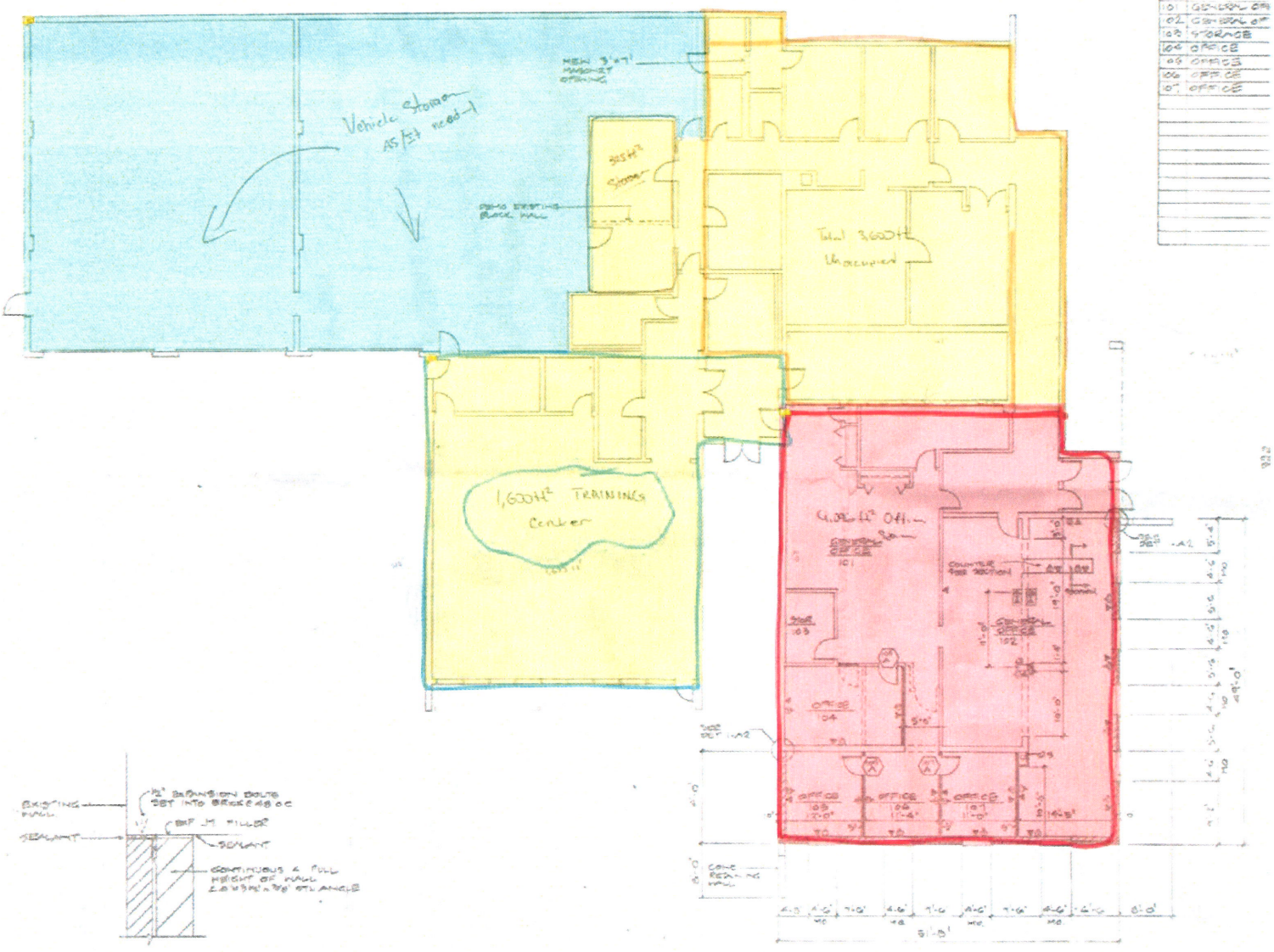
14. Please clarify the statement "with the property listed again, there is still no outside interest." Is the property now listed for sale? If so, how long has it been listed? Please provide a copy of the listing.

Prepared by: 

Garage/Vehicle Storage - 4,710 sq. ft.

Materials/Miscellaneous Storage - 5,848 sq. ft.

Office Area - 3,448 sq. ft.



DETAIL

FLOOR PLAN

SCALE: 1/8" = 1'-0"

N

Paragon Mechanical - LUV Amendment
2400 S. Arlington Heights Road
PC #22-010
August 2, 2022

Landscape Comments

1) In order to evaluate any proposed removal of parking areas and reduced landscaping or landscaping alternatives, please provide a landscape plan that clearly shows the proposed parking areas and landscape improvements.

2) Per Chapter 28, Section 6.15, a landscape island equal in area to one parking space and a 4 inch caliper shade tree is required at the ends of all parking rows. Please incorporate the code required landscape island and shade tree at the end of each parking row per the approved phasing plan.

3) Per Chapter 28, Section 6.15 a three foot high screen is required between the public right of way and the parking area. The code required screen is in poor condition and must be maintained.

Paragon Mechanical, Inc.
"Your Comfort Specialists"

2400 S. Arlington Heights Rd.
Arlington Heights, Illinois 60005
(847) 321-9428
www.pmcomfort.com

Engineering Department

2. Permits Required Other than Village: IDOT

Response:
We will reach out to IDOT as needed but may ask for assistance in this endeavor as we have never dealt with them before. Please provide contact information or guidance in reaching out to IDOT.

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.

Response:
We, the petitioner, accept this understanding.

12. The existing parking lot is in disrepair with numerous potholes and pavement that shows signs of failure. The parking lot should be repaired/repaved to be brought into compliance with the 2018 International Property Maintenance Code.

Response:
We agree that the parking lot needs repairs which is why we view this as an opportunity to restripe to meet our current and realistic parking needs, thereby greatly reducing the necessary expense of landscaping modifications.

13. The petition discusses the possibility of restriping the lot. A striping plan shall be provided, showing the location of the stalls, the handicap accessible parking stall(s), including dimensions and aisle widths. Restriping the lot with the current condition of the pavement is not acceptable.

Response:
We can repair the parking lot however depending on cost/scope it may have to be delayed. We currently have an executable quote for landscaping that includes the installation of 4 new shade trees using the existing landscape areas, in addition to the removal of "Safety Town" to further improve the overall appearance of the property. We ask that, as part of the Round 1 revisions, our modified building use be considered, and we would like the Village's recommendation as to the minimum parking spaces we can account for within the marked areas (to include handicap spaces).

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Arlington Heights, Illinois 60005
(847) 321-9428
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14. In the event the entire parking lot and entrance is resurfaced, this will require work within the Arlington Heights Road right-of-way which is under the jurisdiction of the Illinois Department of Transportation (IDOT). The petitioner should be aware that detector loops for the traffic signal are located in the entrance to the parking lot. Work within the entrance will require IDOT permit.

Response:
We would like to address this during Round 2 as we don't yet have an estimated cost for repairing the parking lot as we await an agreed upon number of parking spaces. The parking lot repairs may need to wait if the proposed landscaping is most appealing as it takes up the majority of the budget.

Police Department

6a. Emergency information/contact card

Response:
Please see attached

6b. Landscaping should provide open sightlines to increase natural surveillance and avoid creating ambush locations and havens for illegal activities- theft, trespassing, vandalism, underage drinking, drug use, etc.

Response:
We agree that maintaining open sightlines would be beneficial in achieving natural security for the front of the property. We believe our modified parking/landscaping plan, which would negate the need for the 3' screen while eliminating "Safety Town", would better facilitate the desired security.

Planning & Community Development Department

7b. Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(a), to waive the requirement for a 3' tall parking lot perimeter landscape screen along Arlington Heights Road. A determination on the necessity of this variation will be done once a plan has been provided to show the proposed landscape alternative "Option 2".

Response:
See included landscaping proposal. We would like to eliminate all parking on the East side of the building, and we request feedback from the Village regarding the number of required spaces/handicap spaces as part of Round 2 responses. We will then provide our asphalt contractor with that information to finalize that plan/proposal. By eliminating all parking along Arlington

2400 S. Arlington Heights Rd.
Arlington Heights, Illinois 60005
(847) 321-9428
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Heights Road we would eliminate the need for a screen and also help to facilitate the Police Department concerns of achieving open sightlines for natural surveillance.

7c. Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(b), to allow certain parking rows to terminate without the code required curbed landscape island including a 4" caliper shade tree. A determination on the necessity of this variation will be done once a plan has been provided to show the proposed landscape alternative "Option 2".

Response:
We seek elimination of specific islands only to facilitate the safe flow of traffic around the narrow corridors of the property. It is difficult to tell from aerial views/plat but there is very little space to maneuver around the corners of this property for delivery trucks.

8a. The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.

Response:
We feel as though we have demonstrated we are a significant improvement over the vacant and dilapidated properties that currently occupy much of the surrounding area.

8b. The plight of the owner is due to unique circumstances, which may include the length of time subject property has been vacant as zoned.

Response:
Paragon was the only viable bidder when we purchased the property initially and with the property listed yet again there remains no outside interest.

8c. The proposed variation is in harmony with the spirit and intent of this Chapter.

Response:
We feel as though our vision for the future of this property will fit well within the vision of the South Corridor. We cannot, however, be expected to be the first to redevelop in the area given the state of disrepair in the entire surrounding areas.

8d. The variance requested is the minimum variance necessary to allow reasonable use of the property.

Response:
We will always disagree that we need be considered a "Contractor Shop," given the type of inventory we house onsite so, ultimately, we do not feel as though any variation is truly necessary. We also understand this is not our decision so long as inventory of any kind is stored onsite, and therefore, this

2400 S. Arlington Heights Rd.
Arlington Heights, Illinois 60005
(847) 321-9428
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would be the minimum variance required to allow our reasonable use of the property in the eyes of the Village. If a variation for elimination of additional parking islands is also approved or deemed necessary, we do feel as though that is solely a safety concern and directly relates to reasonable use, primarily by 3rd party delivery services.

9. Please confirm the accuracy of the usage areas and sizes as depicted in the attached floorplan.

Response:
The provided floorplan accurately depicts our usage.

9a. How many total employees work at Paragon?

Response:
16 total employees

9b. How many employees work in the office areas of the building (i.e. work out of the building for the duration of their shift).

Response:
5 total employees work out of the building for the duration of their shift

9c. How many employees work out in the field during the day (i.e. technicians that may only come and go from the site on an as needed basis)

Response:
4 total (office) employees come-and-go throughout the week on an as-needed basis
7 total (technician) employees exclusively work in the field and do not come to the office

9d. Other than office employees or technicians as identified above, are there any other employees at Paragon?

Response:
No, all our employees are accounted for in the breakdown. We have 16 total employees.

10. If the onsite parking is reduced to the minimum as required by code (based on the modified business operations as outlined in the project narrative), please acknowledge that if additional employees are hired or if usage of the building areas change, a parking deficit may exist relative to code requirements. Any such change would likely require an amendment to the Land Use Variation and/or a parking variation.

2400 S. Arlington Heights Rd.
Arlington Heights, Illinois 60005
(847) 321-9428
www.pmcomfort.com

Response:
Given the surplus of available office space within the areas we currently occupy, we do not envision a future where the current building would need to be utilized differently than it is today. A more likely outcome would be our need to apply for a building permit to install an additional parking stall if the number of office employees were ever to grow. If for some reason we do need to change the use of the building in any way, we agree we would apply for the necessary Land Use Variation amendment(s).

11. Please clarify what has changed at Paragon to where Phase 2 office expansion is no longer contemplated, and the conference/training room is no longer used as such.

Response:
The COVID-19 pandemic changed how we conduct our business now and how we plan to grow in the future. Given the labor shortages, we were forced to consolidate our office work and entrust more of the sales responsibilities in our field workers. This is something we previously envisioned hiring dedicated salespeople to do. The training room is no longer needed because of the cost of building it, the cost of paying technicians to use it, and the lack of desire from customers to come and see our equipment firsthand (which would have ultimately funded the project). The reality is that nobody has the desire to gather if it is not necessary, and we can provide customers with virtual demonstrations and technicians with remote training these days.

12. Should landscape option 1, as outlined in the project narrative, no longer be contemplated, please revise the project narrative to clearly outline what alternatives are proposed.

Response:
Please see the revised narrative.

13. Please provide a plan that clearly shows how landscape Option 2 would be achieved. If certain parking areas will be removed, landscape islands added, and landscaping be proposed, the plan shall clearly show these site alterations.

Response:
Please see the attached landscaping quote. We would like to come together with the Village on the number of parking spaces/handicap spaces before we finalize the quote for restriping and/or parking lot repairs. We request that as part of Round 1 the Village review our modified use and confirm the minimum number of spaces (regular and handicap) we need to include in the final plan we bring before the Plan Commission.

14. Please clarify the statement "with the property listed again, there is still no outside interest." Is the property now listed for sale? If so, how long has it been listed? Please provide a copy of the listing.

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Response:
See attached. It has been listed since June 2022.

Landscape Comments

1. In order to evaluate any proposed removal of parking areas and reduced landscaping or landscaping alternatives, please provide a landscape plan that clearly shows the proposed parking areas and landscape improvements

Response:
See included landscaping proposal which we believe can accommodate up to 3 parking stalls, if necessary. This should allow for far more than our current parking needs (9 spaces) and more than we will ever need to fill the office space in its current form.

2. Per Chapter 28, Section 6.15, a landscape island equal in area to one parking space and a 4 inch caliper shade tree is required at the ends of all parking rows. Please incorporate the code required landscape island and shade tree at the end of each parking row per the approved phasing plan.

Response:
Please review the provided landscape proposal. We seek to utilize the existing garden beds in lieu of building additional concrete islands. To hopefully make the plan more appealing, we are also proposing to remove "Safety Town" and replace it with green space.

3. Per Chapter 28, Section 6.15 a three foot high screen is required between the public right of way and the parking area. The code required screen is in poor condition and must be maintained.

Response:
We seek to completely remove all parking along Arlington Heights Road (on the East side of the building), which would nullify the need for a landscaping barrier altogether. Elimination of this screen would also satisfy the Police Department Comment #6 to provide "open sightlines to increase natural surveillance."

PLAN COMMISSION PC #22-010
Paragon Mechanical LUV Amendment
2400 S Arlington Heights Rd
Round 2

15. The petitioner's response to comment no. 11 is acceptable.

16. The petitioner's response to comment no. 12 is noted. Repairs / resurfacing of the parking lot will be required before the lot can be restriped with a new parking configuration.

17. The petitioner's response to comment no. 13 is noted. The striping plan must include dimensions for the stalls, the location of the handicap accessible parking, and aisle widths. It should be noted that the property could be cited on section 302.3 of the 2018 International Property Maintenance Code at this time for the condition of the parking lot.

18. The petitioner's response to comment no. 14 is noted. The individual at IDOT that oversees permit applications for Cook County is Jonathan Karabowicz, email address Jonathan.Karabowicz@Illinois.gov.

8/17/22

Michael L. Pagones, P.E. Date
Village Engineer

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

DEPARTMENT PLAN REVIEW SUMMARY

Paragon Mechanical
2400 S Arlington Heights Rd

Round 2 Review Comments **08/23/2022**

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.

A-O #330

Alexandra Ovington, Crime Prevention Officer
Community Services Bureau

Approved by:

583

Supervisor's Signature

Planning & Community Development Dept. Review

August 25, 2022

REVIEW ROUND 2

Project: Paragon Mechanical LUV Amendment – 2400 S. Arlington Heights Rd.
Amendment to LUV Ordinance #20-022

Case Number: PC 22-010

General:

15. The response to comments #11 and #12 is acceptable.

16. The response to comment #7b and #7c is noted. Based on a recalculation of the code required parking, a total of 19 off-street parking stalls are required. The Village has prepared a revised landscape concept, which provides the minimum number of parking stalls required by code, shows elimination of certain parking rows as outlined in the Paragon Landscape Proposal, and conforms to all landscape requirements. Deviations from this plan would likely trigger the need for variations from the landscape requirements.

17. The response to comment #8 is noted. As indicated above, if deviations from the Village landscape concept are proposed, variations to the landscape requirements will likely be required.

18. The response to comment #9 is noted. Thank you for confirming the sizes and uses of the areas within the building.

19. The response to comment #10 is noted. Should substantial chances occur to the usage of the interior building areas or to the site, a Land Use Variation amendment shall be required. Should any such changes cause the onsite parking to fall below code requirements, a parking variation shall be required.

20. The response to comment #13 is noted. The Paragon Landscape Proposal does not conform to code requirements and would require a variation to waive the code required 3' tall screen along Arlington Heights Road and to eliminate the requirement for landscape islands (including a shade tree) at the ends of certain parking rows. Based on the stated objective to eliminate certain parking stalls while maintaining limited parking areas on the north and south side of the building, the Village has prepared a code compliant landscape concept. Should the Village Board opt to amend LUV Ordinance #20-022 to allow Paragon to continue operating on the subject property, staff will recommend that implementation of the Village landscape concept be completed within a certain time period. Please note that any parking lot restriping and modifications must comply with all requirements relative to ADA parking stalls and accessible routes, minimum size of parking stalls, minimum widths for drive aisles, applicable stormwater requirements, fire lanes, etc.

21. The response to comment #14 is noted.

Prepared by: 

Paragon Mechanical - LUV Amendment
2400 S. Arlington Heights Road
PC #22-010
August 23, 2022

Landscape Comments

1) The Village is not supportive of the requested variations. In order to comply with code, landscaping must be installed per the Landscape Concept prepared by the Village. In order to comply with code, provide the three foot tall screen along Arlington Heights Road and four inch caliper shade trees at the ends of each parking row.

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Engineering Department

16. The petitioner's response to comment no. 12 is noted. Repairs/Resurfacing of the parking lot will be required before the lot can be restriped with a new parking configuration.

Round 2 Response:
We understand that the parking lot needs repairs, and we have an executable quote ready and attached. To finalize the quote to include the requested parking space dimensions, we need clarification on the Village Parking plan which only accounts for 16 spaces. Our asphalt contractor will also complete the restriping/painting.

17. The petitioner's response to comment no. 13 is noted. The striping plan must include dimensions for the stalls, the location of the handicap accessible parking, and aisle widths. It should be noted that the property could be cited on section 302.3 of the 2018 International Property Maintenance Code at this time for the condition of the parking lot.

Round 2 Response:
As mentioned above, we have a resurfacing quote ready to execute upon final determination. Our asphalt contractor has included restriping in their quote/scope. We are requesting that the Planning & Community Development Department provide some additional clarification as their proposed plan does not account for enough parking spaces. (See below) Once we establish a final layout then we will request our asphalt contractor to provide the requested drawing.

Planning & Community Development Department

16. The response to commend #7b and #7c is noted. Based on a recalculation of the code required parking, a total of 19 off-street parking stalls are required. The Village has prepared a revised landscape concept, which provides the minimum number of parking stalls required by code, shows elimination of certain parking rows as outlined in the Paragon Landscape Proposal, and conforms to all landscape requirements. Deviations from this plan would likely trigger the need for variations from the landscape requirements.

Round 2 Response:
We are hoping to find a compromise and we are actively waiting for quotes back to better understand the cost associated with the Village Landscape concept, but we are inclined to believe the Village's plan will be cost prohibitive. If the Village were to force us to expand the boulevard next to Arlington Heights Road and make a 2nd attempt to install a landscape screen, we would not likely have the ability to do anything to Safety Town (which we feel would be the most impactful change to the property) If the Village would be open to assisting in the beautification project with TIF funds, then

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perhaps we could fulfill their complete vision. If the Village is not willing to assist, then we will proceed to seek additional Variations to remove the requirement for any landscape screen along Arlington Heights Road and the termination of parking stalls with landscape islands, instead offering to install shade trees in existing landscape areas already installed on the property. If it helps, it also seems that the code for a parking lot with less than 20 spaces nullifies the need for landscape islands and calls for a "proportional amount of live greenery," which our proposed tree plan will satisfy. As noted, we also need clarification on the Village's concept as it does not allow for the 19 suggested parking spaces.

17. The response to comment #8 is noted. As indicated above, if deviations from the Village landscape concept are proposed, variations to the landscape requirements will likely be required.

Round 2 Response:
We would like to find a compromise, but we are also willing to implement the Village's complete plan with financial support from the Village. We understand that additional Variations may be required to negate the need for a landscape screen along Arlington Heights Road and to implement our alternative shade tree plan if the Village continues to impose the landscape island rule for a lot featuring less than 20 spaces. If no financial support is extended or if the Village insists on imposing the landscape island rule despite us having less than 20 spaces, then we will proceed by requesting the necessary Variations.

19. The response to comment #10 is noted. Should substantial changes occur to the usage of the interior building areas or to the site, a Land Use Variation amendment shall be required. Should any such changes cause the onsite parking to fall below code requirements, a parking variation shall be required.

Round 2 Response:
We understand and agree.

20. The response to comment #13 is noted. The Paragon Landscape Proposal does not conform to code requirements and would require a variation to waive the code required 3' tall screen along Arlington Heights Road and to eliminate the requirement for landscape islands (including a shade tree) at the ends of certain parking rows. Based on the stated objective to eliminate certain parking stalls while maintaining limited parking areas on the north and south side of the building, the Village has prepared a code compliant landscape concept. Should the Village Board opt to amend LUV Ordinance #20-022 to allow Paragon to continue operating on the subject property, staff will recommend that implementation of the Village landscape concept be completed within a certain time period. Please note that any parking lot restriping and modifications must comply with all requirements relative to ADA parking stalls and accessible routes, minimum size of parking stalls, minimum widths for drive aisles, applicable stormwater requirements, fire lanes, etc.

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Round 2 Response:

3' Tall Screen:
We respectfully disagree with the Village's interpretation of the code requiring a landscape screen at all once the adjacent parking spaces are removed. When asked for clarification on this rule, the only explanation we received was that the code is vague enough to allow for the interpretation that a "parking aisle" also constitutes parking spaces. The code does not mention anything about "parking aisles." This understanding is what lead us to propose removal of the spaces along Arlington Heights Road.

We already installed a Village approved 3' tall screen against the guidance of multiple landscape professionals, we installed a watering mechanism for the screen, and still the landscape screen did not survive the first winter as we were told and expressed to village staff. When we proposed our plan to remove the spots to avoid the need for additional wasted cost on a potential screen based on how the code is written, the Village instead suggested additional cost in the form of expanding the boulevard to facilitate another attempt at installing a screen. To avoid repeating the same outcome, we feel as though removing "Safety Town" and applying a different interpretation of the code would be a much better solution to demonstrate tangible progress in beautifying this property. That said, if the Village persists in seeking a landscape screen, we suggest accepting the already installed and approved screen as a sufficient screen to meet code or we will have no choice but to proceed with a landscape screen Variation request. Again, we would also be happy to proceed with the Village's complete plan if financial support from the Village is offered to us.

Shade Trees/Islands
We appreciate the Village confirming that only 19 parking spaces are needed, to include 1 handicap space. We seek clarification on the Village's proposed plan as it accounts only for 16 spaces. We also see in the Village Code that by reducing the number of required spots to less than 20, we no longer require any landscape islands but rather a "proportional amount of live greenery" (Chapter 28 Section 6.16-1.2). We feel as though our plan proposed in Round 1 will allow for far more than a proportional amount of live greenery as we are very much willing to install trees where they may be safely placed so as not to obstruct vehicle clearances around the property while also controlling cost of the overall project. Specifically, we would like to install a total of four (4) shade trees in existing landscape beds as depicted in our drawing.

Parking
As mentioned, our asphalt contractor will also be painting the parking spaces and we will request they confirm parking space dimensions once we have confirmed the exact layout of the 19 parking spaces. The Village plan accounts for only 16 parking spaces.

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Landscape Comments

1. The Village is not supportive of the requested variations. In order to comply with code, landscaping must be installed per the Landscape Concept prepared by the Village. In order to comply with code, provide the three-foot-tall screen along Arlington Heights Road and four-inch caliper shade trees at the ends of each parking row.

Round 2 Response:
The Village's response is noted. As detailed in our Planning & Community Development response, we hope the Village sees mutual benefit in removing Safety Town instead of further attempts to install landscape screen. There is enough leeway in the code to allow for a different interpretation of the landscape screen given the impending removal of the parking spaces along Arlington Heights Road. If the Village declines to modify their opinion, then we would have to proceed with a Variation to eliminate the need for this landscape screen or simply expect the currently installed and approve screen as sufficient for the code. As for the four-inch caliper trees, per Chapter 28 Section 6.16-1.2, a reduction to 19 parking spaces should eliminate the need for us to install any islands and we feel as though our proposal to install shade trees in existing beds while removing Safety Town and replacing it with green space will more than provide "proportional amounts of live greenery."

PLAN COMMISSION PC #22-010
Paragon Mechanical LUV Amendment
2400 S Arlington Heights Rd
Round 3

19. The petitioner's response to comment nos. 16 and 17 is noted. This can be addressed at permit.

20. The Public Works Department and Engineering Division have no further comments.

10/19/22

Michael L. Pagones, P.E. Date
Village Engineer

Planning & Community Development Dept. Review

October 21, 2022

REVIEW ROUND 3

Project: Paragon Mechanical LUV Amendment – 2400 S. Arlington Heights Rd.
Amendment to LUV Ordinance #20-022

Case Number: PC 22-010

General:

22. The response to comments #16 is noted. Assistance provided for landscaping on private property is not a TIF eligible expense and could not be provided under the State of Illinois regulations for TIF assistance. The 16 surface parking stalls shown in the Village landscape concept are supplemented by the 13 interior garage parking stalls, whereby totaling 29 parking stalls and complying with the code required minimum of 19 stalls. Unless the pavement for the un-used parking areas is removed and landscaping is installed in its place, a proportional amount of greenery is not provided and the landscape islands would still be required regardless of the fact that only 16 spaces are striped on the Village Landscape Concept (or the 17 stalls striped on the Paragon Landscape Proposal). Should approval of the modification to LUV Ord. #20-022 be granted, the Village continues to recommend that the Village Landscape Concept be implemented and notes that no estimates have been provided for the work shown in the Village Landscape Concept.

23. The response to comment #17 is noted. Please see #22 above. Unless both the pavement ***and*** striping for parking stalls in excess of 20 has been removed and proportional landscaping has been installed, a variation to waive the requirement for the curbed landscaped islands (which include a shade tree) is required.

24. The response to comment #19 is acceptable.

25. The response to comment #20 is noted. With regards to the 3' tall screen, the Village maintains our position that the screen is required around all asphalt areas of the parking lot regardless of whether there is a striped parking space marked on the asphalt. As mentioned above, landscaping on private property is not a TIF eligible expense. With regards to the parking lot landscape islands and proportional greenery, please see the response to comment #22 and #23. With regards to parking, please see the response to comment #22 above. A striping plan for the parking lot can be provided at time of permit.

Prepared by: _____

Paragon Mechanical - LUV Amendment
2400 S. Arlington Heights Road
PC #22-010
October 21, 2022

Landscape Comments

1) The existing three foot tall screen has died and needs to be replaced. The landscaping bed must be maintained. If the code required screen is not replaced and maintained a variation is required. In addition, the four inch caliper shade tree within a landscape island must be provided at the ends of each parking row per the approved plan.

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Planning & Community Development Department

22. The response to comment #16 is noted. Assistance provided for landscaping on private property is not a TIF eligible expense and could not be provided under the State of Illinois regulations for TIF assistance. The 16 surface parking stalls shown in the Village landscape concept are supplemented by the 13 interior garage parking stalls, whereby totaling 29 parking stalls and complying with the code required minimum 19 stalls. Unless the pavement for the un-used parking areas is removed and landscaping is installed in its place, a proportional amount of greenery is not provided and the landscape islands would still be required regardless of the fact that only 16 spaces are striped on the Village Landscape Concept (or the 17 stalls striped on the Paragon Landscape Proposal). Should approval of the modification to LUV Ord. #20-2022 be granted, the Village continues to recommend that the Village Landscape Concept be implemented and notes that no estimates have been provided for the work shown in the Village Landscape Concept.

Round 3 Response:
Applicable Code as Referenced in Response:

Section 6.16-1.2
Landscaped islands equal in area to at least one parking space, protected by durable materials, and containing at least one live shade tree at a minimum of four inches in diameter shall be located at the end of every twenty parking spaces or beneath every light pole, whichever results in the greater amount of planted islands. In addition, these islands shall be located at each end of all rows of car stalls. Open parking areas larger than four but smaller than twenty spaces shall provide proportional amounts of live greenery. No shade tree will be required on landscaped islands containing light poles. Design and plant selection shall be approved by the appropriate departments as directed by the Village Manager.

Comments:

Throughout this Plan Commission process, we sincerely feel as though we have made every effort to find reasonable solutions that both meet the needs of the Village, while working within the financial constraints of our business, in a South Corridor that falls more decrepit every day, all while navigating an economy with a highly uncertain future. Not only has the Village proven unwilling to work towards a compromise of any kind with a longstanding community-grown business (a business with a willingness to stay in Arlington Heights while others are not), the Village has also responded with loose interpretations of the applicable codes while requesting exorbitant, if not blatantly unreasonable, changes to the property in response to our numerous offers to make mutually beneficial improvements.

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We have had several conversations regarding the code via e-mail with Sam Hubbard (the most important of which are included as an attachment to this round of responses) and despite Sam's interpretation and use of words that simply are not included within the code at all, we feel as though Section 6.16-1.2 couldn't be more clear in stating that by reducing the number of parking spaces to less than twenty, we will no longer require landscape islands on the property at all. This would allow us to (financially) proceed with razing Safety Town (the biggest eye sore on the property), replacing it with grass (a significantly more than proportional amount of live greenery), and planting four new shade trees in existing landscape beds throughout the property as proposed in the Paragon Landscape Plan. This should also mean that no variation request for the landscape islands is necessary at all. We feel as though we are being forced to apply for a Variation that is not required by code after we have come up with solutions that negate the need for additional Variations while also presenting a tangible opportunity to beautify the property immediately. We have executable quotes for this plan.

Regarding the Village Landscape Plan quote remark: We requested updated proposals from the same people who provided our existing quotes but given the drastically expanded scope and significantly higher level of complexity of the Village proposal, those contractors have not yet provided new proposals in return. We requested more time from Village Staff to obtain the quotes, but they mandated that we proceed with the process without the pending quotes. Without formal quotes, our expectation is that The Village Landscape Proposal will cost a minimum of 4 times more than the Paragon Landscape Plan. In addition, the Village Landscape Plan will prohibit any possibility of redevelopment for this property. Given the lack of progress with the 2018 Village proposed South Arlington Heights Corridor Plan, we cannot make this investment but feel our proposed plan is a better starting point. Our goal is help improve the overall characteristic of the Southern Corridor our investment cannot be on a whim or without careful planning and consideration.

If the Village continues to insist upon enforcing their interpretation of the code, insists on forcing us to apply for additional Variations, and the Village Board subsequently rules against us, the number of improvements to the property will simply be less significant than what we can accomplish by agreeing that the landscape islands are not necessary.

23. The response to comment #17 is noted. Please see #22 above. Unless both the pavement and striping for parking stalls in excess of 20 has been removed and proportional landscaping has been installed, a variation to waive the requirement for the curbed landscaped islands (which include a shade tree) is required.

Round 3 Response:
To further elaborate on our response to #22, this is not written anywhere within the code as the code solely refers to the number of parking spaces and the number of parking stalls. There is no mention of pavement or blacktop at all within the code cited above. Since we will now have less than 20 spaces, the code explicitly says landscape islands are not required, however, we are still willing to install

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shade trees in the locations marked on the Paragon Landscape Plan. The suggested curbed islands not only pose a safety concern (expressed in writing and verbally to Village Staff throughout this process and consistently ignored), but also require funding which will only delay other needed improvements. Beyond the safety concerns and the fact that the code states we no longer need them, adding more concrete curbs will undoubtedly not visually enhance this property, do not visually enhance a property, but trees and green space as proposed on the Paragon Landscape Plan does.

25. The response to comment #20 is noted. With regards to the 3' tall screen, the Village maintains our position that the screen is required around all asphalt areas of the parking lot regardless of whether there is a striped parking space marked on the asphalt. As mentioned above, landscaping on private property is not a TIF eligible expense. With regards to the parking lot landscape islands and proportional greenery, please see the response to comment #22 and #23. With regards to parking, please see the response to comment #22 above. A striping plan for the parking lot can be provided at time of permit.

Round 3 Response:
Applicable Code as Referenced in Response:

6.15-1.2
a. All paved service areas abutting a residential district or street or off-street parking areas containing more than four parking spaces, shall be effectively screened on each side adjoining or fronting on any property situated in a residence district or any institutional premises or adjoining any public way by a well-maintained wall, fence, densely planted compact hedge designed to provide year round opacity or berm and hedge.

Comments:

Similarly to our response to #22 and as documented via the attached e-mails, by removing the parking stall next to Arlington Heights Road entirely, this should negate the need to plant another landscape screen along Arlington Heights Road. This is not an interpretation of the code but plainly what the code states above. By removing the Easternmost parking stall, we will no longer have a parking area containing 4 or more spaces that abuts, adjoins, or fronts any public way. All of the remaining stalls will be located on the sides of the building, well off of Arlington Heights Road.

For this reason, we again feel as though no Variation request is necessary at all for the 3' high landscape screen. To reiterate, the landscape screen we previously gained approval from the Village for, subsequently installed, installed a dedicated watering system for, was ultimately killed by the harsh conditions of winter paired with its proximity to Arlington Heights Road (Not because of lack of any reasonable maintenance as repeatedly suggested by the Village). Instead of repeating the same folly twice, we would much prefer to proceed with an agreeable solution that avoids further wasted funds from Paragon while also accomplishing the immediate beautification desire of the Village. It is

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also worth noting that there is no existing precedent of a 3' landscape screen anywhere in the Southern Corridor, so coming to an agreement on what the code states would also not deviate from what the appearance of surrounding properties, and our plan to raze Safety Town and install four new shade trees in existing landscape beds would be a marked improvement to the property and the South Corridor at large.

Landscape Comments

1. The existing three foot tall screen has died and needs to be replaced. The landscaping bed must be maintained. If the code required screen is not replaced and maintained a variation is required. In addition, the four inch caliper shade tree within a landscape island must be provided at the ends of each parking row per the approved plan.

Round 3 Response:
To reiterate our response to #25, by removing the parking spaces abutting, adjoining, and fronting Arlington Heights Road, we no longer require a 3' landscape wall and therefore no Variation should be necessary. We hope to find a reasonable compromise to improve the property instead and we feel as though razing Safety Town and installing four new shade trees in existing landscape beds is a great solution.

In addition to the code indicating a screen is no longer necessary, it is not reasonable to expect to replace a landscape screen every year, nor is it reasonable to expand the boulevard to accommodate such a request. The existing landscape screen was designed and implemented by a professional landscaping company and was explicitly reviewed and approved by the Village Staff without consideration of its long-term viability. To our knowledge, this approved plan was executed exactly as specified and as approved by the Village Staff. Several landscape companies warned that the approved design would not survive a winter being so close to the main road and that is exactly what happened. We hope for a more realistic and mutually-beneficial solution, such as the elimination of Safety Town and the installation of four new shade trees in existing landscape beds.

Steve Pfaff

From: Hubbard, Sam <shubbard@vah.com> on behalf of Hubbard, Sam
Sent: Thursday, August 25, 2022 5:34 PM
To: Steve Pfaff
Cc: Kevin Polka
Subject: Re: Variations
Attachments: Dept Comments - Round 2.pdf; Landscape Concept - Village Proposal.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi Steve,

The zoning code is full of regulations and circumstances that require interpretation of the rules, and the application of a single section of the code across multiple different situations. It cannot possibly spell out a specific and tailored method of application to each unique situation.

Historically, the Village has required the landscape screening around all paved areas of all a parking field, which includes drive aisles.

Accordingly, the Village standpoint is that the 3' tall screen is required along the full ROW frontage of the property that provides access to the parking areas. As such, you must request a variation to omit this requirement.

I have attached our 2 round of review comments to this email. Please prepare a point by point response to the comments, and if any revisions to the plans are proposed, please provide a set of revised plans for our review. In order to provide ample time for review of your response and any revisions to your proposal prior to the targeted Sept. 14th Plan Commission hearing date, please provide said response/revisions by Sept. 2nd (both in paper and electronic format - 3 paper sets are required).

Should you have any further questions, please let me know.

Sam Hubbard
Development Planner
Department of Planning and Community Development
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

P: 847-368-5223
F: 847-368-5988

From: Steve Pfaff
Sent: Thursday, August 25, 2022 12:15 PM
To: Hubbard, Sam <shubbard@vah.com>

Cc: Kevin Polka ·
Subject: RE: Variations

[**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.]
Sam,

Thanks for the reply. Your reply does make logical sense, but there is no mention of anything called a "parking lot drive aisle" in the code. How can we request a code Variation to something that is not written in the code or in any ordinance? If we submit this, I fear it will appear as though we are asking the Village to vote on something that isn't a rule.

If I'm just not seeing it, please let me know the exact sentence within the code that we are requesting variation from.

I keep reading it over again and to me the code is very clear: Landscape barriers apply only to parking stalls and parking areas containing four or more spaces which front or adjoin a public way. There will be no such area after those spots are removed.

That being said, I would agree with the paved area being classified a "service area" after the stall is removed, but we are not in a residential district so that is also inapplicable by the letter of the code.

I truly hope I am explaining the problem here clearly: I honestly cannot see any words written in 6.15-1.2a.1 for us to request variance from.

Steve Pfaff
Paragon Mechanical, Inc.
Office: (847) 321-9428 Ext: 410
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Main Office / Showroom:
2400 S. Arlington Heights Rd
Arlington Heights IL 60005

Google Plus Facebook LinkedIn Yelp

From: Hubbard, Sam <shubbard@vah.com>
Sent: Wednesday, August 24, 2022 5:16 PM
To: Steve Pfaff · _____
Cc: Kevin Polka <_____
Subject: Re: Variations

Steve,

The variation applies based on the Paragon Landscape proposal. If for some reason the variation is deemed unnecessary, then when it comes time for the hearing, it doesn't need to be part of the discussion/request or staff report.

However, you still have parking areas on the north side and the south side of the building, with the parking lot drive aisles all across the site. If you want to actually remove the asphalt and replace it with greenspace

(rather than just eliminate the striping), then we wouldn't consider that area to be a part of the parking lot and the size of the required 3' landscape screen would be reduced.

-Sam

From: Steve Pfaff <_____>
Sent: Wednesday, August 24, 2022 4:37 PM
To: Hubbard, Sam <shubbard@vah.com>
Cc: Kevin Polka <_____>
Subject: RE: Variations

[**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.]
Thanks for sending this over, Sam.

I want to make sure we're all on the same page here before I proceed with the letter because we are not actually requesting a variation to Chapter 28 6.15-1.2a.1 (3" Screen) of the code. Our goal is to completely eliminate the parking area fronting/abutting Arlington Heights Road to ensure this section doesn't apply to us at all. There should be no variation to request since we don't need that parking area/parking stall.

As you provided below, 6.15-1.2a.1 states:
All **paved service areas abutting a residential district** *(Does not apply in general)* or **street or off-street parking areas containing more than four parking spaces** *(Will no longer apply when East stall is removed)*, shall be effectively screened on each side **adjoining or fronting** *(will not apply)* on any property situated in a residence district or any institutional premises or adjoining any public way by a well-maintained wall, fence, densely planted compact hedge designed to provide year round opacity or berm and hedge.

In summary, we are obviously not in a residential district and, more importantly, by eliminating the east side parking stall, we will no longer have adjoining, fronting, or abutting parking spaces on along Arlington Heights Road to have the need to screen.

I tried to convey that clearly in all of our responses and in the narrative so I apologize if it wasn't clear enough.

Can you please confirm that we can proceed without that variation request?

Steve Pfaff
Paragon Mechanical, Inc.
Office: (847) 321-9428 Ext: 410
www.pmcomfort.com
Main Office / Showroom:
2400 S. Arlington Heights Rd
Arlington Heights IL 60005

Google Plus Facebook LinkedIn Yelp

From: Hubbard, Sam <shubbard@vah.com>
Sent: Wednesday, August 24, 2022 3:20 PM

To: Steve Pfaff <
Subject: Variations

Steve,

Got your voicemail. See below and let me know if you have any additional questions.

(Ord. #04-059)
6.15-1.2 New Landscaping Requirements.

ZONING REGULATIONS

a. All paved service areas abutting a residential district or street or off-street parking areas containing more than four parking spaces, shall be effectively screened on each side adjoining or fronting on any property situated in a residence district or any institutional premises or adjoining any public way by a well-maintained wall, fence, densely planted compact hedge designed to provide year round opacity or berm and hedge.

1. Such screening shall be three-feet high on the frontage of a public way, except that in the interests of safety, so the line of sight will not be obstructed, the minimum height shall be lowered at street intersections and driveways to not less than 18-inches as determined by the Director of Planning and Community Development or designee.

2. Such screening shall be 6-foot high if adjoining a residential district or any institutional premises.

b. Landscaped islands equal in area to at least one parking space, protected by durable materials, and containing at least one live shade tree at a minimum of four inches in diameter shall be located at the end of every twenty parking spaces or beneath every light pole, whichever results in the greater amount of planted islands. In addition, these islands shall be located at each end of all rows of car stalls. Open parking areas larger than four but smaller than twenty spaces shall provide proportional amounts of live greenery. Design and plant selection shall be as directed by the Director of Planning and Community Development or designee.

-Sam

To: Hubbard, Sam <shubbard@vah.com>; Kevin Polka <
Subject: RE: Round 2 Comments - As Provided on Aug. 25th

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~~Thank you, Sam.~~

~~As long as we have the ability to respond one more time and formally make the differing interpretations of the code a clear exhibit in the form of a Round 3 response, then we can proceed. You have no issues with the signage or letter as I previously provided besides the dates, correct?~~

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From: Hubbard, Sam <shubbard@vah.com>
Sent: Friday, October 21, 2022 11:56 AM
To: 'Steve Pfaff' <
Subject: RE: Round 2 Comments - As Provided on Aug. 25th

Hi Kevin,

The Village stance on the need for the referenced variation remains unchanged. The variation is necessary from our perspective and therefore must be included on the sign and notification letter.

The Village will be moving forward with the required legal notice publication for the Nov. 9th hearing, which the Village will need to send out this afternoon by 3:30pm. **Please confirm by 3:30pm today that you're able to complete the signage and notification letter obligations by the end of the day on Oct. 25th.**

Once we provide you with our 3rd round of review comments (by end of the day today), you can prepare a response that will be documented within the departmental reviews/petitioner response materials that will get transmitted to the Plan Commission and Village Board - with one caveat: your response must be received no later than October 30th to be considered and transmitted to the Plan Commission.

Sam Hubbard
Development Planner
Department of Planning and Community Development
Village of Arlington Heights
33 S. Arlington Heights Road
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F: 847-368-5988

www.vah.com

From: kevin@pmcomfort.com <
Sent: Thursday, October 20, 2022 11:14 AM
To: 'Steve Pfaff' < Hubbard, Sam <shubbard@vah.com>
Subject: RE: Round 2 Comments - As Provided on Aug. 25th

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Steve / Sam,

I think Steve's suggestion though great and very reasonable will likely not happen as Sam is speaking on behalf of the village. In light of the difference I would like to add this situation to the comments in the rounds. I think this is at the very core of the argument and when presented to the trustees it needs to be documented as such. I am all for another opinion if possible but then would nullify all need for this variation. I am not optimistic that the village will allow this seeing it will discredit the process.. However I think we need to have this put into the comments.

How do we add this into our comments.

I do not want to move forward until we can add the situation and the two interpretation to the comments

Kevin Polka
Paragon Mechanical, Inc.
Office: (847) 321-9428 Ext: 409
www.pmcomfort.com
Main Office
2400 S. Arlington Heights Rd
Arlington Heights IL 60005

From: Steve Pfaff <
Sent: Thursday, October 20, 2022 10:27 AM
To: Hubbard, Sam <shubbard@vah.com>
Cc: Kevin Polka <
Subject: RE: Round 2 Comments - As Provided on Aug. 25th

Sam,

Before we formally request Variations for items the code doesn't actually state we need, is it possible to get an unbiased opinion or interpretation? Is there precedent for this? We don't want to apply for either of these Variations because the code simply doesn't say what you are implying it does. The major difference between our "arguments" is that you are truly providing a completely new interpretation of the code as it is written, and I honestly don't feel as though I'm interpreting anything at all. The words are plainly written exactly as I interpret it and as you once again pasted below. Again, it plainly says that 4-20 spaces requires a proportional amount of live greenery. I'm not sure how there even could be room for interpretation on this other than to come to an agreement on the definition of "proportional." We are certainly not requesting a Variation for that. The same exact scenario applies to the 3' landscape screen requirement that now applies to "parking aisles," something also not mentioned in the code at all.

How can we get another opinion on this before proceeding? There doesn't seem to be a clear procedure on how to proceed with Variation request(s) that the Village insists upon but the property owner does not agree with based on what is written/published.

Thanks again and please let me know.

Steve Pfaff
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2400 S. Arlington Heights Rd
Arlington Heights IL 60005

Google Plus Facebook LinkedIn Yelp

From: Hubbard, Sam <shubbard@vah.com>
Sent: Thursday, October 20, 2022 8:22 AM
To: _____ 'Steve Pfaff' <
Subject: RE: Round 2 Comments - As Provided on Aug. 25th

Hi Kevin,

The section of code that Steve has inquired about is section 6.15-1.2b. I've included it below for reference.

b. Landscaped islands equal in area to at least one parking space, protected by du materials, and containing at least one live shade tree at a minimum of four inch diameter shall be located at the end of every twenty parking spaces or beneath every pole, whichever results in the greater amount of planted islands. In addition, these isl shall be located at each end of all rows of car stalls. Open parking areas larger than but smaller than twenty spaces shall provide proportional amounts of live greenery. D and plant selection shall be as directed by the Director of Planning and Comm Development or designee.

The Village has determined that since the Paragon landscape plan doesn't show the code required landscape islands at the ends of all rows of parking (which each must include a 4" caliper shade tree), then a variation from the above code section is required.

Sam Hubbard
Development Planner
Department of Planning and Community Development
Village of Arlington Heights
33 S. Arlington Heights Road
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www.vah.com

From: k <[redacted]>
Sent: Thursday, October 20, 2022 8:13 AM
To: Hubbard, Sam <shubbard@vah.com>; 'Steve Pfaff' <[redacted]>
Subject: RE: Round 2 Comments - As Provided on Aug. 25th

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Steve,
It might be helpful for you to site the section of code you are referring to and provide a copy within this email and given the difference I think it will be important to add this within the comments of the rounds. Please provide within the email the copy of the section of the code which you are referring too.

Kevin Polka
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2400 S. Arlington Heights Rd
Arlington Heights IL 60005

From: Hubbard, Sam <shubbard@vah.com>
Sent: Wednesday, October 19, 2022 10:15 PM
To: Steve Pfaff <[redacted]>
Cc: Kevin Polka <[redacted]>
Subject: Re: Round 2 Comments - As Provided on Aug. 25th

Hi Steve,

The Village does not agree with that interpretation. Simply removing the stripes of the parking spaces is not complete elimination of the parking spaces from a landscape perspective. If Paragon were to remove the entire pavement area along with the striping and plant a proportional amount greenery in that area (or elsewhere on the site), then we could verify for compliance with that code provision.

This spirit and intent of this code section is for properties that are tight on land and may not have sufficient space onsite to both 1) comply with the amount of code required parking while also 2) including the necessary code required landscape islands at the ends of all parking rows (which typically causes a reduction in parking). In these situations, provided that there are other areas on the site where a proportional amount of greenery can be installed, the parking lot landscape islands can be eliminated and parking spaces can be constructed/preserved in their place in order to comply with parking regulations. This is not the situation that Paragon is in, and unless the pavement is removed and replaced with proportional greenery (which would include shade trees), the Village interpretation is that the code section doesn't apply. The Variation is therefore necessary and must be included on the public notification letter and signage.

-Sam

From: Steve Pfaff <
Sent: Wednesday, October 19, 2022 5:41 PM
To: Hubbard, Sam <shubbard@vah.com>
Cc: Kevin Polka <
Subject: RE: Round 2 Comments - As Provided on Aug. 25th

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Sam,

For parking areas with fewer than 20 spaces, landscape islands are not required per the code. So what I'm specifically referring to is inclusion or exclusion of that 2nd variation request. If the code is followed then we will only need to establish what constitutes as "proportional amounts of live greenery" with no variation necessary.

Please confirm.

Thank you,

Steve Pfaff
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2400 S. Arlington Heights Rd
Arlington Heights IL 60005

Google Plus Facebook LinkedIn Yelp

From: Hubbard, Sam <shubbard@vah.com>
Sent: Wednesday, October 19, 2022 4:05 PM
To: Steve Pfaff <s
Cc: Kevin Polka <
Subject: RE: Round 2 Comments - As Provided on Aug. 25th

Hi Steve,

Based on the attached Paragon Landscape plan, Paragon is requesting the variations as outlined in the attached letter.

Sam Hubbard
Development Planner
Department of Planning and Community Development
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

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From: Steve Pfaff <
Sent: Wednesday, October 19, 2022 4:00 PM
To: Hubbard, Sam <shubbard@vah.com>
Cc: Kevin Polka <
Subject: RE: Round 2 Comments - As Provided on Aug. 25th

[**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 Sam,

Thanks for following-up. My understanding is that I need to know exactly what variations we are requesting in order to finalize the sign and letter. I don't think I can do that until you respond.

Please correct me if I am mistaken about that.

Thanks again,

Steve Pfaff
Paragon Mechanical, Inc.
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Arlington Heights IL 60005

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From: Hubbard, Sam <shubbard@vah.com>
Sent: Wednesday, October 19, 2022 3:53 PM
To: Steve Pfaff <s
Cc: Kevin Polka <|
Subject: RE: Round 2 Comments - As Provided on Aug. 25th

Hi Steve,

I wanted to circle back with you on the required notification letter and signage.

The Village is preparing to proceed with a public hearing on your application at the Nov. 9th Plan Commission meeting. You will need to complete the signage and notification letter obligations no later than Oct. 25th. Please confirm that you will send out the letters and place the two signs on the property no late than end of the day on Oct. 25th.

I will follow up with you on Friday with the final Village review comments on your application. We will not need a response to our 3rd round of review comments and we will proceed with your request as outlined in the attached documents.

Sam Hubbard
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Department of Planning and Community Development
Village of Arlington Heights
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Arlington Heights, IL 60005

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www.vah.com

From: Hubbard, Sam
Sent: Wednesday, October 12, 2022 2:18 PM
To: Steve Pfaff <s
Cc: Kevin Polka <k
Subject: RE: Round 2 Comments - As Provided on Aug. 25th

Hi Steve,

Thanks for sending. No hardcopies are needed. I will route these for review and provide you with our comments back by the end of next week or early the following week.

In the interim, we should be prepared to proceed at the Nov. 9th Plan Commission meeting date for a public hearing on this application. This would require your notification signs to be installed and notification letters mailed no later than Oct. 25th. Please be prepared to meet this deadline and I will circle back toward the end of next week to confirm that there is space for you on Nov. 9th PC agenda.

Of note, interior garage spaces count towards the Village's parking requirements, so while there may be only 16 exterior parking stalls shown on the Village's landscape concept, the property has well over the 19 spaces required by code when taking into account the interior spaces within the various buildings on the property.

Sam Hubbard
Development Planner
Department of Planning and Community Development
Village of Arlington Heights
33 S. Arlington Heights Road
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www.vah.com

From: Steve Pfaff <
Sent: Wednesday, October 12, 2022 12:51 PM
To: Hubbard, Sam <shubbard@vah.com>
Cc: Kevin Polka <
Subject: RE: Round 2 Comments - As Provided on Aug. 25th

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PLAN COMMISSION PROJECT TIMELINE

Project Name: Paragon LUV Amendment
PC Number: 22-010
Location: 1515-1519 W. Dundee Rd.

Requested Action:

1. Special Use Permit for a Day Care Center on the subject property.
2. Chapter 28, Section 6.5-2, to allow accessory structures (playground structures) in a front yard.
3. Chapter 28, Section 6.5-7b, to allow an accessory structure (playground structure) in excess of 300 square feet.
4. Chapter 28, Section 6.13-3a, to allow a 6' tall solid fence within a front yard.

	Date	# of Business Days
Petitioner Provides Plans needed for CPRC	06/08/22	
Conceptual Plan Review Meeting (CPRC)	07/27/22	34
PC Application Submittal Date	07/19/22	-
1st Round Department Comments	08/04/22	12
Petitioner's Response – 1st Round	08/16/22	8
2nd Round Department Comments	08/25/22	7
Petitioner's Response – 2nd Round	10/12/22	33
PC Hearing	11/09/22	80 days from application date
Village Board	12/05/22	19

Village Board
10/2/2023

Item: Lead Service Line Replacement - Contract Award

Department: Public Works

The approved 2023 Capital Improvement Program (CIP) includes $1.9 million and the approved 2024 CIP includes $1.7 million in funding for the Lead Service Line Replacement Program. The Village has an active, long-term program that proposes the replacement of approximately 4,500 lead service lines by 2044, as required through the Illinois Public Act 102-0613. The Public Works Department evaluated and prioritized the project scope and location based on service reliability, neighborhood impacts, and alignment with associated capital construction projects. The proposed project includes the replacement of 462 lead service lines within the Village rights-of-way.

Staff combined the 2023 and 2024 funding identified for this project and held a bid opening now to increase project quantities and leverage late year bidding to secure favorable pricing. As a result, the newly bid project resulted in better pricing than was experienced during the mid-summer project letting earlier this year. Staff is anticipating the contractor beginning work this fall and progressing through the winter into 2024, under conditions identified in the specifications.

This project was duly advertised, and 13 bid proposals were publicly opened on September 20, 2023. The bid documents included, in part; replacement of 462 varied-sized service replacements, pavement rehabilitation, restoration, and traffic control measures.

BIDDER	BASE BID
Five Star Energy Services	$2,964,990.00
Mauro Sewer Construction	$3,289,772.00
Airy's Inc.	$3,424,990.00
Trine Construction Corp.	$3,500,000.00
John Neri Construction	$4,532,555.00
Bolders Contractors, Inc.	$4,578,810.00
Joel Kennedy Construction	$4,796,532.00
J. Congden Sewer Service	$5,220,594.00
Pan-Oceanic Engineering	$5,527,591.30

Millennium Contracting $5,341,056.00
IHC Construction $5,046,036.00
Benchmark Contruction $5,438,000.00
Holiday Sewer and Water $5,775,000.00

Five Star Energy Services was the lowest responsible bidder at $2,964,990. The Village's Design Engineer and Staff have reviewed Five Star's qualifications and references and have found them to be favorable, (Letter of Recommendation is attached).

Funds are available for this project in Account No. 506-9001-550250 (WA2001).

RECOMMENDATION

Staff recommends the Village Board approve the multi-year contract to replace lead service lines to Five Star Energy Services of Waukesha, Wisconsin, in an amount not-to-exceed the budgeted allocations per year and authorize Staff to execute the necessary documents.

ATTACHMENTS:

Description	Type
Recommendation of Award Letter - Lead Service Line ATTACHMENT	Report

Engineering Enterprises, Inc.

September 26, 2023

Mr. Scott Schweda
Superintendent of Utilities
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Re: Lead Service Line Replacement Program – Year 1
Village of Arlington Heights
Cook County, Illinois

Dear Mr. Schweda:

Bids were received, opened, and tabulated for work to be done on the above referenced project at 11:00 a.m., September 20, 2023.

We recommend the acceptance of the bid and approval of award be made to the low bidder, Five Star Energy Services, LLC, 1581 E. Racine Avenue, Waukesha, WI 53186 in the amount of $2,964,990.00 which is 40% under the Engineer's Estimate of $4,944,300.00. Attached please find a bid summary for your reference.

If you have any questions or need additional information, please call.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Julie A. Morrison, PE
Vice President

Enclosure

pc: KMM, EEI (via email)

BID SUMMARY
LEAD SERVICE LINE REPLACEMENT PROGRAM-YEAR 1
VILLAGE OF ARLINGTON HEIGHTS

BID TABULATION BIDS RECEIVED 11:00 A.M. 09/20/2023	**ENGINEER'S ESTIMATE** 52 Wheeler Road Sugar Grove, IL 60554	**FIVE STAR ENERGY SERVICES, LLC** **1581 E. Racine Ave.** **Waukesha, WI 53188**	**MAURO SEWER CONSTRUCTION INC** 1251 Redeker Rd Des Plaines, IL 60016	**AIRY'S INC** 21825 Cherry Hill Rd Joliet, IL 60433
BID TOTAL	$4,944,300.00	**$2,964,990.00**	$3,289,772.00	$3,424,990.00
ADDENDA ACKNOWLEDGED	N/A	**X**	X	X
BID BOND	N/A	**X**	X	X
SIGNED BID	N/A	**X**	X	X

BID TABULATION BIDS RECEIVED 11:00 A.M. 09/20/2023	**TRINE CONSTRUCTION CORP.** 1041 Trine Ct. St. Charles, IL 60174	**JOHN NERI CONSTRUCTION CO** 770 W. Factory Rd Addison, IL 60101	**BOLDER CONTRACTORS, INC.** 316 Cary Point Dr Cary, IL 60013	**JOEL KENNEDY CONSTRUCTION CORP** 2830 N. Lincoln Ave Chicago, IL 60657
BID TOTAL	$3,500,000.00	$4,532,555.00	$4,578,810.00	$4,796,532.00
ADDENDA ACKNOWLEDGED	X	X	X	X
BID BOND	X	X	X	X
SIGNED BID	X	X	X	X

BID TABULATION BIDS RECEIVED 11:00 A.M. 09/20/2023	**J. CONGDON SEWER SERVICE** 170-A Alexandria Way Carol Stream, IL 60188	**MILLENNIUM CONTRACTING CO** 5933 N. nox Ave Chicago, IL 60646	**IHC CONSTRUCTION CO, LLC** 385 Airport Rd. Suite 100 Elgin, IL 60123	**BENCHMARK CONSTRUCTION CO. INC** 2260 Southwind Blvd Bartlett, IL 60103
BASE BID TOTAL	$5,220,594.00	$5,354,426.00	$5,406,036.00	$5,438,000.00
ADDENDA ACKNOWLEDGED	X	X	X	X
BID BOND	X	X	X	X
SIGNED BID	X	X	X	X

BID TABULATION BIDS RECEIVED 11:00 A.M. 09/20/2023	**PAN-OCEANIC ENG. CO, INC** 6436 W, Higgins Ave Chicago, IL 60656	**HOLIDAY SEWER & WATER CONST.** 1000 N. Rand Rd., Suite 116 Wauconda, IL 60084		
BASE BID TOTAL	$5,527,591.30	$5,775,000.00		
ADDENDA ACKNOWLEDGED	X	X		
BID BOND	X	X		
SIGNED BID	X	X		

Village Board
10/2/2023

Item: Vehicle Purchases - Police Department

Department: Public Works

The proposed 2024 Capital Budget allocates $132,300 to replace aging Police vehicles. The decision to replace these vehicles is necessitated by the fact that the existing three Police vehicles have exceeded their useful life for Police activations and are over five years of age. According to Village guidelines, these aging vehicles will either be repurposed to other Departments or surplused.

Staff leveraged competitive pricing through the Sourcewell cooperative purchasing program contract with the National Auto Fleet Group. Sourcewell (formerly NJPA) is a joint purchasing cooperative similar to NWMC that uses multiple government agencies and collaborative purchasing to obtain more competitive bid pricing. The total cost of $101,068.80 for the three vehicles is within the proposed budget for Fiscal Year 2024. The remaining funding available in this account will be used to purchase an electric vehicle for the Public Service Officer (PSO) fleet. Staff continues to observe long anticipated build times with vehicle orders and believes that even though funding is not available until next year, an order should be placed now for these vehicles to take delivery in late 2024 or even early 2025.

Staff recommends the purchase of the three vehicles through the Sourcewell purchasing contract with National Auto Fleet Group, in an amount not-to-exceed $101,068.80.

Funds are anticipated to be available in the 2024 Fleet Budget, Account No. 621-9003-550050 VH9503.

RECOMMENDATION

It is recommended that the Village Board approve the purchase of three vehicles through the Sourcewell purchasing contract with National Auto Fleet Group, in an amount not exceed $101,068.80 and authorize Staff to execute the necessary documents.

Village Board
10/2/2023

Item: Police Department - Parking Enforcement LPR System

Department: Police

The Police Department is seeking approval for the acquisition of a second mobile automated license plate recognition (LPR) system for use during parking enforcement operations, specifically in the downtown business area. The current parking LPR system has been deployed in the Police Department fleet for nearly 5 years and has proven operationally effective. Since 2019, the manual method of chalking tires for limited time parking enforcement has been subject to numerous class action lawsuits alleging the practice constitutes a search under the 4th Amendment. Utilization of the automated LPR system does not fall under the scope of current decisions and remains the most economical and efficient method to enforce not only limited time parking zones, but also commuter pay lots, permits and scofflaw violations. The decision to include a second parking LPR system is further necessitated for circumstances wherein vehicle or equipment maintenance places the technology out of service for an extended period of time.

FY23 Capital Projects Fund included a budgeted amount of $34,000 for the acquisition of a parking LPR System (401-3001-550150). The Police Department is recommending the acquisition of the Genetec AutoVu Mobile Overtime Parking System through Minuteman Security and Life Safety to ensure seamless compatibility with the currently deployed system and peripheral integrations.

Recommendation

It is recommended the Village Board approve the purchase of the Genetec Parking LPR System from Minuteman Security and Life Safety (Tinley Park, Illinois) in the amount of $30,313.00, waive formal bidding procedures and authorize the Village Manager to enter into an agreement in accordance with the proposal. Sufficient funds currently exist in the Police Capital Projects Fund (401-3001-550150) Other Equipment.

Village Board
10/2/2023

Item: Resolution - IDOT - Permit for Maintenance Work on State Highways 2023-2024

Department: Public Works

The Illinois Department of Transportation (IDOT) requires that anyone using IDOT rights-of-way obtain a permit for all work. This includes scheduled work and emergency repair work. IDOT also requires that a surety bond be submitted with each permit application to ensure that all work is completed in accordance with State specifications and that the right-of-way is properly restored.

For permit work to be performed by employees of a municipality, a resolution is acceptable in lieu of the surety bond and a request to obtain the necessary permits can be obtained with a telephone call and follow-up application after the emergency work has been completed.

The attached resolution, which guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by IDOT and to hold the State of Illinois harmless during the prosecution of such work, will be valid for the calendar years 2023 and 2024.

RECOMMENDATION

It is recommended that the Village Board adopt the attached Resolution for maintenance work by Village employees on all Illinois Department of Transportation rights-of-way.

ATTACHMENTS:

Description	Type
RESOLUTION - IDOT - Permit for Maintenance on State Highways 2023-2024 - ATTACHMENT	Resolution

RESOLUTION

WHEREAS, the Village of Arlington Heights, hereinafter referred to as MUNICIPALITY, located in the County of Cook, State of Illinois, desires to undertake, in the years 2023 and 2024, the location, construction, operation and maintenance of driveways and street returns, water mains, sanitary and storm sewers, street lights, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois, hereinafter referred to as DEPARTMENT; and

WHEREAS, an individual working permit must be obtained from the DEPARTMENT prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY,

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

SECTION ONE: That the MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by the DEPARTMENT and to hold the State of Illinois harmless during the prosecution of such work and assume all liability for damages to persons or property due to accidents or otherwise by reason of the work which is to be performed under the provision of said permit.

SECTION TWO: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 2nd day of October, 2023.

_____

Village President

I, Rebecca Hume, hereby certify the above to be a true copy of the Resolution passed by the MUNICIPALITY.

Dated this 2nd day of October, 2023.

_____

Village Clerk

Village Board
10/2/2023

Item: Ordinance - Code Amendment-Chapter 13- Alcohol Liquor Dealers

Department: Village Manager's Office

Ordinance - Code Amendment-Chapter 13- Alcohol Liquor Dealers

Blitz Sports Bar and BBQ located at 286 W. Rand Road has closed and surrendered their Class AA liquor license. The ordinance reflects the decrease in Class AA liquor licenses.

ATTACHMENTS:

Description	Type
Blitz AA decrease	Ordinance

AN ORDINANCE AMENDING CHAPTER 13 OF THE ARLINGTON HEIGHTS MUNICIPAL CODE

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

SECTION ONE: That Section 13-502 of the Arlington Heights Municipal Code, pertaining to the number of liquor licenses, is amended by decreasing the number of Class "AA" liquor licenses authorized, with the amended entry for Class "A" licenses to read as follows:

CLASS OF LICENSE	ANNUAL LICENSE FEE	NUMBER OF LICENSES AUTHORIZED
AA	$4,600.00	20

SECTION TWO: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 2nd day of October, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

Village Board
10/2/2023

Item: Resolution – Illinois Department of Transportation Sustained Traffic Enforcement Program Grant

Department: Police

The Arlington Heights Police Department applied for, and was awarded, a grant in the total of $85,405.00 from the Illinois Department of Transportation (IDOT) Bureau of Safety Programs and Engineering (BSPE). The Sustained Traffic Enforcement Program (STEP) Grant is made possible with federal funds (National Highway Traffic Safety Administration) that are issued to the State annually for highway safety initiatives. The primary goals for the program include: reducing motor vehicle crashes, reducing crash severity, increasing use of occupant protection devices, distracted driving enforcement and reducing impaired driving. Grant recipients are required to provide clear data supporting the community need and specific ways program funding will improve problem areas and traffic safety. The Arlington Heights Police Department was successful in developing a year-long program which not only satisfies the requirements of the grant, but also meets the overarching goal of improving the well being of residents and visitors throughout the community.

Funding for the grant runs from October 1, 2023 through September 30, 2024. The grant provides full, non-matching, funding for personnel costs to operate multiple traffic safety initiatives over the duration of this grant period.

It is recommended that the Village Board authorize the acceptance of this grant Funding has been allocated, and is currently sufficient, for expenditures of FY23 funds under 101-3001-5118810 Special Details Grants. Remaining grant funds will be included in the FY24 proposed budget.

RECOMMENDATION

It is recommended that a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation for a Sustained Traffic Enforcement Program (STEP) Grant be approved.

ATTACHMENTS:

Description	**Type**

IDOT Step Grant Agreement	Agreement
Resolution IDOT Step Grant	Resolution

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PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on 10/01/2023 and expires on 09/30/2024 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds are estimated to be $85,405.00, of which $85,405.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): GRANTEE will submit claims for reimbursement directly to the GRANTOR for payment if the GRANTOR is to pay a Third Party for grant related goods/services; GRANTEE will submit a BSPE 500 Claim for Reimbursement along with required supporting documentation, if the GRANTOR is to pay the GRANTEE directly for grant related goods/services. See PART THREE for specific terms.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 69A37522300004020IL0, the federal awarding agency is National Highway Traffic Safety Administration, and the Federal Award date is 12/15/2021. If applicable, the Assistance Listing Program Title is State and Community Highway Safety/National Priority Safety Programs and Assistance Listing Number is 20.600. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343 and the CSFA Name is State and Community Highway Safety/National Priority Safety Program; 24-0343-11 Sustained Traffic Enforcement Program (STEP). If applicable, the State Award Identification Number (SAIN) is HS-24-0112.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and SA2FJCC7CXS2 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366005774 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a: Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the

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purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

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(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq*.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq*.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq*.); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq*.).

(q) **Internal Revenue Code and Illinois Income Tax Act**. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or

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further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

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ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

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(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

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ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any

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such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

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11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE,** which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

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(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in State-issued Awards, but expends $300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends $750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within

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thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

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(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (*see* Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes

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aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved

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using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

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ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq*.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR

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200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The goal of the Grantor is to increase highway safety through means of safety program grants under the Highway Safety Program. The goals of the Highway Safety Program include: reduce motor vehicle crashes, fatalities and injuries; increase proper use of occupant protection devices; and reduce impaired driving. The strategies to implement are enforcement, training, outreach, and education. The Grantee is a selected recipient of the safety program grant to assist the Grantor in meeting its highway safety goal.
The Sustained Traffic Enforcement Program (STEP) grant focuses on high visibility enforcement (HVE) on specific times and dates of the year. The enforcement efforts are designed to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel. There are six required holiday campaigns and agencies have the option of participating in the optional campaigns and/or additional enforcement. Each agency has different needs and focuses, and the additional enforcement options can be used to help address those issues.

The Grantee shall utilize grant funds to help meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measures. The funding shall be issued as per the agreed upon budget pending the FFY24 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the Attachment of the FY24 application packet for NOFO 24-0343-11. The funding shall be used as per the agreed upon budget pending the FY24 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the grant agreement.

The STEP grant operates during the federal fiscal year from October 1-September 30 and are funded on a reimbursement basis per the requirements set forth in Exhibit C of this Agreement. The STEP grant funding line items eligible for reimbursement are personnel services and indirect costs (only where an approved rate has been requested prior to the execution of this Agreement and has been issued provisionally or finalized).

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EXHIBIT B

DELIVERABLES OR MILESTONES

(a) The Grantee shall submit the BSPE 205 Mobilizations Data Collection form OR submit through Amplifund within two (2) calendar weeks or fourteen (14) calendar days after completion of each campaign. The BSPE 205 Mobilizations Data Collection form must be submitted after the following holiday campaigns: Halloween; Thanksgiving; Christmas/New Year's; Super Bowl; St. Patrick's Day; Distracted Driving; Memorial Day; Independence Day; and Labor Day. The information in the BSPE 205 Mobilizations Data Collection form must accurately reflect the duties performed during the campaign. All BSPE 205 Mobilizations Data Collection forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov or data must be submitted through Amplifund.

(b) The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis pursuant to Article X and Article XI in this agreement.

The specifics for reporting the BoBS 2832 - whether quarterly or monthly- are listed in Exhibit E and Part II of this Agreement. The required reporting of the BoBS 2832 was brought about as a requirement for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency (FFATA). The required reporting for the Grantee shall vary from grant to grant. However, the specifics for reporting for this specific Agreement are listed as such:

(c) Quarterly reports are due no later than 5:00 p.m. on: October 30, 2023; January 30, 2024; April 30, 2024; and the final report on July 30, 2024. Quarterly reports will consist of: Quarter 1 (July 1, 2023 - September 30, 2023 due October 30, 2023); Quarter 2 (October 1, 2023- December 30, 2023 due January 30, 2024); Quarter 3 (January 1, 2024 - March 30, 2024 due April 30, 2024); and Quarter 4 (April 1, 2024 - June 30, 2024 due July 30, 2024). The Grantee must submit the BoBS 2832 on or before the corresponding quarterly due dates even in the event that the Agreement is not fully executed until after the July 1, 2023 state fiscal year start date. In the event that an Agreement is not fully executed until after July 1, 2023, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

(d) Monthly reports are due no later than 5:00 p.m. on: August 30, 2023; September 30, 2023; October 30, 2023, November 30, 2023; December 30, 2023; January 30, 2024; February 28, 2024; March 30, 2024; April 30, 2024; May 30, 2024; June 30, 2024; July 30, 2024. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: July 2023 due August 30, 2023; August 2023 due September 30, 2023; September 2023 due October 30, 2023; October 2023 due November 30, 2023; November 2023 due December 30, 2023; December 2023 due January 30, 2024; January 2024 due February 28, 2024; February 2024 due March 30, 2024; March 2024 due April 30, 2024; April 2024 due May 30, 2024; May 2024 due June 30, 2024; and June 2024 due July 30, 2024. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit D. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

(e) The grants funding opportunities under NOFO 24-0343-11 may be funded both the State of Illinois and NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

(f) The grantee's deliverables and milestones are explained in the performance plan. This plan can be found in the grantee's award in AmpliFund and it has also been attached to this grant agreement. This plan will be submitted to the grantor monthly to document progress toward the deliverables and milestones.

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Campaign Specifications:

A. Mandatory Enforcement Campaigns – these campaigns are a requirement of the grant and agencies must participate. The applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign.

Agencies must participate in the following campaigns with the predetermined message and enforcement emphasis:

Thanksgiving (Occupant Protection)
Christmas/New Year's (Impaired Driving)
St. Patrick's Day (Impaired Driving)
Memorial Day (Occupant Protection)
Independence Day (Impaired Driving)
Labor Day (Impaired Driving)

Mandatory Enforcement Campaign Requirements:

The applicant can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign and at least one must be conducted. There are separate requirements and desired outputs for each enforcement type. Each campaign will also have a primary message and enforcement emphasis (e.g. "Click It or Ticket" or "Drive Sober Or Get Pulled Over"). Agencies are encouraged to conduct enforcement campaigns for both Impaired Driving and Occupant Protection. Other traffic safety citations may be issued during mandatory campaigns. Examples of other citations for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to DUI arrests and seat belt use citations.
OOccupant Protection Enforcement:

• A minimum of thirty (30) percent of total mandatory campaign hours for the grant year shall be worked between the hours of 6:00 p.m. and 6:00 a.m.

Nighttime hours can be scheduled when most appropriate by the grant agency. (Example; If an agency's total mandatory and optional campaign hours add up to 100 hours, a minimum of 30 hours must be worked between 6:00 p.m. and 6:00 a.m.). Thus, the agency has the flexibility to schedule nighttime hours when most appropriate during the grant year.

• Thirty (30) percent of all contacts with the public while working Occupant Protection enforcement should be for occupant restraint violations.

Impaired Driving Enforcement:

• Patrol hours must occur between 6:00 p.m. and 6:00 a.m.

Impaired driving patrol hours may be extended outside of 6:00 p.m. and 6:00 a.m. with pre-approval from your assigned IDOT Safety Grant Administrator (GA). (See Exhibit D)

Daytime patrol hours can be conducted BY ARIDE/DRE-TRAINED OFFICERS ONLY between the hours of 6:00 a.m. and 6:00 p.m.

• All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/ILETSB-approved refresher course. To satisfy this requirement, officers must complete an ILETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a certified ILETSB SFST instructor. Officers may also attend training at an agency other than their own if the training is conducted

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by a certified SFST instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.

B. Optional Enforcement Campaigns – these campaigns are optional. An agency can participate in zero, one, two, three or all of them if they so choose.

Agencies may participate in the following campaigns with the predetermined message emphasis:
Halloween (Impaired Driving)
Super Bowl (Impaired Driving)
Distracted Driving (Distracted Driving)
Child Passenger Safety (Occupant Protection)

Optional Enforcement Campaign Requirements:

Like the mandatory campaigns, the applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for the Halloween, Super Bowl campaigns. Distracted Driving and Child Passenger Safety only have one campaign focus, but all campaigns will have a primary message and enforcement emphasis (as seen above). Although the focus of the campaign may be occupant protection, impaired driving, child passenger safety, or distracted driving, your agency can still issue other citations such as but not limited to speeding.

Occupant Protection Enforcement:

• See Mandatory Occupant Protection Enforcement Requirements (Exhibit E)

Impaired Driving Enforcement:

• See Mandatory Impaired Driving Enforcement Requirements (Exhibit E)

Distracted Driving Enforcement:

• Only conducted in the month of April.

• No time of day or week requirements.

CC. Additional Enforcement - Agencies can apply for funding to conduct additional enforcement along with the mandatory and optional campaigns. The focus, time, and date are completely up to the department based on their traffic enforcement needs but they cannot be used during the mandatory campaign dates. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

In the past, grantees would apply for a specific amount of funds for the type of additional enforcement.

Now, agencies can apply for funds as one lump sum under this section without defining a specific enforcement type. These additional enforcement funds will be used when the agency decides it is most necessary, as long as it is outside of the mandatory campaign dates. Funds can be used as needed throughout the grant year.

Additional Enforcement Requirements:

• Additional Traffic Safety Enforcement Efforts can be scheduled anytime, day or night outside the mandatory campaign dates.

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Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

• Additional Traffic Safety Enforcement funds cannot exceed fifty (50) percent of the requested mandatory and optional enforcement funds.

• Agencies shall submit only one BSPE 205 reporting form and one BSPE 500 reimbursement claim for the entire month when additional enforcement was worked. The BSPE 205 must be submitted within two weeks (14 days) from the end of the month when work was completed. The BSPE 500 shall be submitted within 45 days from the end of the month when work was completed.

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT	**GRANTEE CONTACT**
Name: Steve Esslinger	Name: Russell M Mandel
Title: Safety Grant Administrator	Title:
Address: 2300 S. Dirksen PKWY, Springfield, IL 62764	Address: 33 S. Arlington Heights Road, Arlington Heights, IL 60005

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT	**GRANTEE CONTACT**
Name: Steve Esslinger	Name: n/a
Title: Safety Projects Manager	Title:
Address: 2300 S. Dirksen Parkway, Springfield, IL 62764	Address:
Phone: 217-524-1001	Phone:
TTY#:	TTY#:
E-mail Address: Steven.Esslinger@illinois.gov	E-mail Address:

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EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

The Grantee Shall:

I. Improve highway safety through the program as described on the proposal document of the application packet.

II. Create targeted efforts to reduce fatalities and serious injuries for all of the related performance measures associated to this grant. These measures are listed below.

Performance Measures:
Total Traffic Fatalities
Serious Injuries in Traffic Crashes
Fatalities/VMT
Unrestrained Passenger Vehicle Occupant Fatalities, All Seat Positions
Alcohol-Impaired Driving Fatalities
Speeding-Related Fatalities
Motorcyclist Fatalities
Unhelmeted Motorcyclist Fatalities
Drivers Age 20 or Younger Involved in Fatal Crashes
Pedestrian Fatalities
Bicyclist Fatalities
Observed Seat Belt Use for Passenger Vehicles, Front Seat Outboard Occupants (State Survey)*
Completeness of Crash Data
Racial Profiling Compliance Level

Performance Standards shall include:
I. Increased program utilization and/or awareness as described in the NOFO.

II. Statistical analysis of data given by Grantee's PPR and PFR to determine direct positive impacts on the safety program as described in the NOFO.

III. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, the assigned Grantor contact listed in Exhibit C of this Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

IV. Grant programs much be completed within the timeframe of the grant agreement.

V. The grantee must demonstrate integrity, honesty, and responsibility in the performance of all tasks.

VI. The grantee must be flexible and be open to new and alternate ideas to reduce fatalities and serious injuries.
Mandatory and Optional Campaigns:

Occupant Protection:
1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Thirty (30) percent should be for occupant restraint violations.
a. Front and back seat child and adult occupants.

Impaired Driving:
1. A minimum of one DUI arrest for every fifteen (15) hours of patrol.

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2. Average a minimum of one (1) traffic citation for every sixty (60) minutes of patrol.

Distracted Driving (optional campaign only):
1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Fifty (50) percent should be for electronic device use violations.

Additional Enforcement:
1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Average a minimum of two (2) traffic stops per hour.

Campaign Requirements:

For each mandatory, optional, and additional campaign completed, the agency shall:

• Conduct pre- and post-enforcement activities. Examples: news releases; TV interviews; media events; community education; and court (prosecutors and judges) personnel; etc.

• Conduct the enforcement campaign for the minimum specified overtime hours. Patrols must be continual and spread out over the enforcement campaign period during times of high crash incidence.

• Obtain and collect data from campaign. Report this information on the BSPE 205 form or through Amplifund .

• Officers are encouraged to issue multiple citations to drivers and/or passengers who have committed multiple violations.

• The grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.
passengers who have committed multiple violations.

• The grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.

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EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit E by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and E of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 Grantee Required Reporting form QUARTERLY.

No Risks Identified

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PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

Ethics.

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

1. the employee, officer, board member, or agent;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.
5. The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than $10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at $250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for $250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the

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procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at $10,000 (or $2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $100,000.00 and $100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for
$50,000.00 or more for goods and services and $20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than $20,000.00, the Grantee shall comply with the following procurement standards:

($1- $1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

($2,000- $4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($5,000- $9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).

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5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($10,000-$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 10/01/2023 effective date of the Agreement. 10/01/2023 reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit the BoBS 2832 report for the period ending 12/31/2023 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

Additional Reporting Requirements

The Grantee must submit the 2832 for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor the 2832 for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

Renewal: This Agreement may not be renewed.

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

Funding Source: 402

FAIN: 69A3752230SUP4020IL0 and 69A37523300004020IL0

Assistance Listing 20.600

Award Dates: 5/16/2022, 11/30/2022, 2/14/2023

I. Invoices submitted by the Grantee will be for expenses that have been incurred to complete the scope of services/responsibilities in Exhibit A. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for supplies and equipment purchased or other services rendered, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables or milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee shall submit all claims on the BSPE 500 STEP Claim for Reimbursement form.

All claims for reimbursement and final reports are due to the Grantor by 5 p.m. on Friday, November 1, 2024. Failure to submit these documents by the required due date will significantly delay payment and may result in additional time and paperwork by filing through the Illinois Court of Claims should the claim be determined to be lapsed. Any expenditure made prior to the agreement Start date is the responsibility of the Grantee.

(a) The Grantee must submit the BSPE 500 form and supporting documentation to the Grantor pursuant to this Agreement via email at:

DOT.BSPE.Claims@illinois.gov

If issues arise submitting the BSPE 500, please contact your Grantor contact.

II. All claims and supporting documents shall be signed and dated electronically by either the project director or the authorized representative of the Grantee.

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(a) The claim must include:

(i) The Agreement Number.

(ii) Requests for reimbursement must be requested on the Grantor's designated form, BSPE 500.

(iii) Back up documentation, which may include invoices and receipts for expenditures, must be submitted with each claim.

III. Review and Approval

(a) Upon submittal of a claim, the assigned Grantor Contact listed in Exhibit C of this Agreement reviews and checks:

(i) Mathematical accuracy of the claim.

(ii) That requested reimbursement is consistent with items included in the approved budget.

(iii) That total amount requested for reimbursement is proportional to total amount budgeted.

(iv) That expenditures for each line item are less than or equal to the budgeted amounts and are allowable.

(v) Completion of the work.

(b) Failure to provide a complete claim may delay or prevent reimbursement. If there are problems with the claim, the assigned Grantor contact listed in Exhibit C of this Agreement will contact the Grantee to resolve the issue so that payment can be made, assuming all expenses are allowable. This may include submission of a new or corrected claim by the Grantee.

(c) The assigned Grantor contact listed in Exhibit C of this Agreement will review and approve or reject the claim within thirty (30) days of the Grantee's submittal. If rejected, the claim will not be processed for payment until revisions are approved by the Grantee.

IV. Manager Approval

(a) Once a claim is approved for payment, the Grantor's Finance Unit processes the claim for payment by the Comptroller.

V. Send Payment

(a) Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Remittance Address listed on this Agreement.

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VI. Indirect Cost Rate Eligibility

(a) Indirect cost rate shall be referred to as indirect cost rate or rate(s) throughout the language of this Agreement.

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

(i) The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA) or other applicable agreement between the agency and an appropriate third party; If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 10% provisional De Minimis rate until the rate is finalized.

(ii) The Grantee is eligible to claim a provisional rate at the commencement of the grant agreement should the rate for the corresponding fiscal year not yet be finalized;

(iii) The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

(1) Indirect Cost Rates are based on the Grantee's fiscal year, therefore, other restrictions and deadlines may apply. The Grantee must work with the Grantor's Support Services Manager to determine such additional restrictions. The Grantor's Support Services Manager may be reached by emailing DOT.TSgrants@illinois.gov.

(c) The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the Agreement on Monday, September 30, 2024.

(i) Indirect cost rates finalized at a differing rate from the provisional rate may result in an amendment to this Agreement.

iii. Any overpayment of indirect costs on reimbursement submittals from the grantee paid under the provisional

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rate shall be deducted by the Grantor from the total amount owed on remaining reimbursement submittals once the rate is finalized even in the event that the amendment has not been issued or executed. The Grantee will be responsible for repaying to the Grantor any indirect cost overpayment that cannot be recouped from remaining reimbursement submittals.

iv. If provisional indirect cost rates are not finalized by July 1st of the grant year within this agreement, the Grantor may recollect all indirect costs that were issued under the provisional rate. These funds will be recollected through remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the Grantor will issue a recollection statement to the Grantee.

(d) The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXII subsection 22.11 of this Agreement.

(e) The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Part III subsection VI of this agreement.

(f) All state university grant recipients shall adhere to the 20% on-campus/10% off-campus rate as per the memorandum issued January 24, 2020 to Grantor grant and program staff from the Grantor's Acting Chief Financial Officer.

VI. The GRANTEE shall abide by conditions set forth by NHTSA:

(a) Prohibition on Using Grant Funds to Check for Helmet Usage. The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(b) Policy on Seat Belt Use. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the GRANTEE is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at http://www.idot.illinois.gov/transportation-system/safety/grants/index. The NHTSA website (www.nhtsa.gov) also

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provides information on statistics, campaigns, and program evaluations and references.

(c) Policy on Banning Text Messaging While Driving. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting.

(d) During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

i. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

ii. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

iii. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

iv. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and

v. To insert this clause, including paragraphs (i) through (v), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

(e) Buy America. As set forth in 49 U.S.C 5323(j) and 49C.F.R. Part 661, only steel, iron and manufactured products produced in the United State may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials will

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increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

(f) Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

(g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(h) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

(i) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

(j) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

(k) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

(l) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful

access to programs (70 FR at 74087 to 74100).

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(m) RESTRICTION ON STATE LOBBYING (applies to sub-recipients as well as States) None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION RATIFYING A GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR A SUSTAINED TRAFFIC ENFORCEMENT PROGRAM

WHEREAS, the Village has applied for, and received, a $85,405.00 grant from the Illinois Department of Transportation to assist the Village Police Department in implementing Sustained Traffic Enforcement Program (***"Grant"***); and

WHERAS, in order to receive the Grant, the Village must enter into a grant agreement with the Illinois Department of Transportation (***"Agreement"***); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Agreement with the Illinois Department of Transportation; and

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

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF AGREEMENT. The Agreement by and between the Village and the Illinois Department of Transportation is hereby approved in substantially the form attached to this Resolution as **Exhibit A.**

SECTION 2. EXECUTION OF AGREEMENT. The Chief of Police is hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement and all necessary documentation related thereto.

SECTION 3. EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval as provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS 2nd day of October, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

AGREEMENT

Village Board
10/2/2023

Item: Bond Waiver - St Edna Church

Department: Building & Life Safety

Background
St Edna Church is requesting a waiver of the bond requirement for a raffle to take place during their annual craft fair being held October 14th and 15th. Tickets will be sold both days from 8am to 4pm, with the winner being determined October 15th at 4pm.

Approx. Value of prizes: $1,000

Recommendation
It is recommended that the Village Board waive the bond requirement as requested.

ATTACHMENTS:

Description	Type
Ltr. St Edna Church	Correspondence

St. Edna Church
2525 N. Arlington Heights Road
Arlington Heights, IL 60004-2598
(847) 398-3362 Fax (847) 394-5226

Sept. 25, 2023

Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60004

To the Village Board of Arlington Heights

St. Edna Parish will hold a raffle in conjunction with our craft fair being held October 14 and 15, 2023.

As a church and not-for-profit organization, we request a Raffle Bond Waiver for the above dates.

We appreciate your consideration.

Sincerely,

Rev. Darrio Boscutti

Rev. Darrio Boscutti
Pastor

Village Board
10/2/2023

Item: Patton School Gym Addition - 1616 N. Patton Ave. - PC#23-010

Department: Planning & Community Development Department

Requested Action

1. Amendment to Ordinances #90-087 and #23-013 to allow a building addition.

Variations Required

1. A variation from Chapter 28, Section 6.12-1 (Traffic Engineering Approval for Projects Requiring Plan Commission Review) to waive the requirement to provide a traffic study and parking analysis prepared by a qualified professional engineer.

Recommendation

A public hearing was held by the Plan Commission on September 13, 2023 where Commissioner Green moved and Commissioner Sigalos seconded:

A motion to recommend to the Village Board of Trustees, approval of PC#23-010, an Amendment
to Ordinances #90-087 and 23-013 to allow a gymnasium addition, and the following variation:

1. Chapter 28 of the Municipal Code, Section 6.12-1 (Traffic Engineering Approval for Projects Requiring Plan Commission Review) to waive the requirement to provide a traffic study and parking analysis prepared by a qualified professional engineer.

This recommendation is subject to the following conditions:

1. The petitioner shall modify the landscaping proposed at the southern end of the south parking lot to increase the height of the plantings to 6’ and substitute the deciduous shrubs with evergreens to provide for year-round screening.

2. Compliance with the 8-8-23 Design Commission motion shall be required.

3. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

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

ATTACHMENTS:

Description	**Type**
Staff Report	Board or Commission Report
PC Minutes 9/13/23 - DRAFT	Minutes
Aerial	Exhibits
Design Commission Minutes 8/8/23	Minutes
Design Commission Staff Report 8/8/23	Board or Commission Report
Project Narrative	Correspondence
Plat of Survey	Exhibits
Written Justification for SUP & Variation	Correspondence
Architectural Plans	Exhibits
Engineering Plans	Exhibits
Landscape Plan	Exhibits
Photometric Plan	Exhibits
RTU Specs	Exhibits
Department Comments - Round 1	Correspondence
Department Comments - Round 1 Petitioner Response	Correspondence
Department Comments - Round 2	Correspondence
Department Comments - Round 2 Petitioner Response	Correspondence
PC Timeline Tracker	Exhibits

VILLAGE OF ARLINGTON HEIGHTS

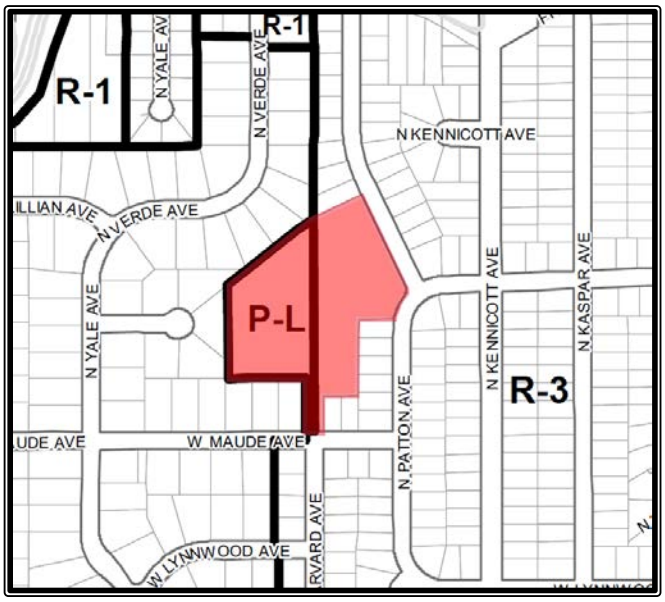
STAFF DEVELOPMENT COMMITTEE REPORT

***Project Number**: PC 23-010*
***Project Title**: Patton School Gymnasium Addition*
***Address**: 1616 N. Patton Avenue*
***PIN**: 03-19-108-035, 03-19-108-024*

***To**: Plan Commission*
***Prepared By**: Sam Hubbard, Development Planner*
***Meeting Date**: September 13, 2023*
***Date Prepared**: September 8, 2023*

***Petitioner**: Arlington Heights School District 25*
Ryan Schulz
***Address**: 1200 South Dunton Avenue*
Arlington Heights, IL 60005

***Existing Zoning**: R-3, One-Family Dwelling District, P-L, Public Lands District*
***Comprehensive Plan**: Parks*



SURROUNDING LAND USES

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	R-3, One-Family Dwelling District, R-E, One-Family Dwelling District	Single-Family Homes	Single-Family Detached, Single-Family Detached Estate
South	R-3, One-Family Dwelling District	Single-Family Homes	Single-Family Detached
East	R-3, One-Family Dwelling District	Single-Family Homes	Single-Family Detached
West	R-3, One-Family Dwelling District, R-E, One-Family Dwelling District	Single-Family Homes	Single-Family Detached, Single-Family Detached Estate

Requested Action:

1. Amendment to Ordinances #90-087 and #23-013 to allow a building addition.

Variations Required:

1. A variation from Chapter 28, Section 6.12-1 (Traffic Engineering Approval for Projects Requiring Plan Commission Review) to waive the requirement to provide a traffic study and parking analysis prepared by a qualified professional engineer.

Project Background:

In 1990, Arlington Heights School District 25 received Special Use Permit approval for Patton School, to allow a two-story building addition that included two classrooms and a gymnasium. In March of 2023, the School District received Special Use Permit and Land Use Variation approval for a three-classroom addition on the western side of the school, in order to accommodate a transition to all day kindergarten services. The school district is currently proposing a 4,350 square-foot gymnasium addition to Patton School, which allows for additional indoor gym court area, a gym office, and storage space. The gymnasium addition would not increase anticipated enrollment at the school; enrollment levels remain unchanged from the projections provided and approved as part of the zoning approvals granted earlier this yet. The petitioner has stated that programmatic changes, which have increased the number of required physical education hours that students receive, has created the need for the expanded gymnasium.

The site has two parking lots; one located to the north of the school building which includes 41 parking stalls and has a singular access point off Patton Avenue, and a secondary parking lot to the south of the school with 39 parking stalls and a singular access point off of Patton Avenue. Circulation through the southern parking lot is one-way and flows in a counter clockwise direction. Primary student loading occurs within the southern parking lot during both morning drop-off and afternoon pick-up. The northern parking lot has two-way traffic circulation and the site includes a total of 80 parking stalls. No modifications to the parking lots have been proposed as part of the gymnasium addition.

Zoning and Comprehensive Plan

The subject property is within two zoning districts; the eastern side of the site, which contains the majority of the school building and parking lots, is zoned R-3, One-Family Dwelling District, and the western side of the site, which contains the playground, playfields, and a small corner of the school building, is zoned P-L, Public Lands District. Public elementary schools are allowed in the R-3 District through the issuance of a Special Use Permit, however, schools are only allowed in the P-L District through the issuance of a Land Use Variation. As mentioned above, in 1990 Patton School received a Special Use Permit to allow an elementary school on the subject property, and in March of 2023 the facility received approval of an amendment to the existing Special Use Permit, as well as Land Use Variation approval. The proposed addition, being a significant modification from the previously approved plans, requires an amendment to the 2023 Special Use Permit and Land Use Variation to allow construction.

The petitioner has provided written justification to the Special Use Permit and Land Use Variation approval criteria, which criteria is outlined below for reference:

Special Use Permit approval criteria:

- ***That said special use is deemed necessary for the public convenience at this location.***
- ***That such case will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity.***
- ***That the proposed use will comply with the regulations and conditions specified in this ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.***

Land Use Variation approval 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.***

The Staff Development Committee concurs with the petitioner that the approval criteria have been met. The petitioners written response to these criteria is contained within the materials provided to the Plan Commission.

Building, Site and Landscaping

The proposed gymnasium addition would be located at the western side of the existing gym, which is located at the southwest corner of the existing school building. The height of the addition will match the existing height of the gym, which complies with the height requirements of the R-3 zoning district. Specifically, the addition will be 24'-2" in height where building heights are allowed up to 25' tall in the R-3 District. The structure also complies with all setback and bulk regulations within the R-3 District. On August 8, 2023, the gym addition received a unanimous recommendation of approval from the Design Commission with no required or recommended modifications to the building design/architecture.

A transformer is located within the area of the proposed gymnasium addition. The petitioner is proposing relocating this transformer to the western side of the addition, to be enclosed by an 8-foot tall wing wall of the building. This enclosure would also serve as a trash enclosure area. As the wing wall is an architectural extension of the building that does not encroach into required setbacks, a variation is not required to permit the height of 8-feet.

The proposed addition will not result in the loss of any landscaping, as the expansion area is currently paved. The landscape plan approved as part of the Special Use Permit amendment from earlier this year included four new trees within the grassy area to the west of the existing gym and playground, and the gymnasium addition will not have any impact on these proposed trees. However, the proposed plantings on the southern side of the parking lot need to be increased to 6 feet in height to comply with code, and the deciduous shrubs should be substituted with evergreens, such as arborvitae, to provide for a year-round screen.

Parking and Loading:

The petitioner is required to provide a traffic and parking study by a certified traffic engineer that assesses access (location, design, and Level of Service), on-site circulation, trip generation and distribution, pick-up and drop-off operations, and parking. However, since the gym addition will not result in any increase to expected student enrollment, the traffic and parking projections remain as approved earlier this year. As such, the petitioner has requested the following variation to waive the traffic and parking study requirement.

- **Chapter 28, Section 6.12-1 (Traffic Engineering Approval for Projects Requiring Plan Commission Review) to waive the requirement to provide a traffic study and parking analysis prepared by a qualified professional engineer.**

The Staff Development Committee is supportive of the requested variation and notes that the site complies with parking requirements as shown in **Table I** below:

Table I: Parking Calculations

Location	Use		Ratio	Number of Employees	Number of Classrooms	Number of Students	Parking Required
1616 N. Patton	Patton School	Elementary School	1 per employee + 1 per 5 classrooms	61	24	422	66
Total							
						Total Required	66
						Total Provided	80
						Surplus/Deficit	14

With respect to traffic, in order to manage possible future problems, two conditions of approval were included as part of the 2023 Special Use Permit amendment to accommodate the full-day kindergarten program:

- Parking Demand. If enrollment at the elementary school on the Property exceeds or is projected to exceed 422 students within the expanded building, the Applicant must promptly provide written notice to the Village and demonstrate, to the satisfaction of the Village Manager, that adequate on-site parking can accommodate peak demand and that drop-off and pick-up operations will not create unsafe vehicular or pedestrian movements. Thereafter, the Applicant must either: (1) implement improvements on the Property as may be necessary, in the determination of the Village Manager, to accommodate the increased vehicular traffic and parking generated by the increased enrollment; or (2) obtain approval of the Board of Trustees of appropriate amendments to the amended special use permit granted pursuant to this Ordinance.

- Drop Off and Pick-Up Coordination. The Applicant will coordinate and work with the Village and neighbors of the Property regarding traffic and safety issues related to student drop-off and pick-up activity within the vicinity of the Property.

These conditions are still applicable, however, since the gym addition will not create any increase in enrollment, it is not expected to have any impact on traffic or parking demand.

RECOMMENDATION

The Staff Development Committee (SDC) reviewed the proposed Amendment to Ordinances #90-087 and 23-013 to allow a gymnasium addition, as well as a Variation to Chapter 28 of the Municipal Code, Section 6.12-1 (Traffic Engineering Approval for Projects Requiring Plan Commission Review) to waive

the requirement to provide a traffic study and parking analysis prepared by a qualified professional engineer, and recommends **APPROVAL** of the application subject to the following conditions:

1. The petitioner shall modify the landscaping proposed at the southern end of the south parking lot to increase the height of the plantings to 6’ and substitute the deciduous shrubs with evergreens to provide for year-round screening.
2. Compliance with the 8-8-23 Design Commission motion shall be required.
3. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies

_____ September 8, 2023
Michael Lysicatos, Assistant Director of Planning and Community Development

Cc: Randy Recklaus, Village Manager
All Department Heads

DRAFT

PLAN
COMMISSION

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

RE: PATTON SCHOOL GYM ADDITION - 1616 NORTH PATTON AVENUE - PC #23-010
SPECIAL USE PERMIT AMENDMENT, VARIATION TO WAIVE TRAFFIC AND
PARKING STUDY

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 13th day of September, 2023 at the hour of 7:30 p.m.

MEMBERS PRESENT:

SUSAN DAWSON, Chairperson
LYNN JENSEN
JOSEPH LORENZINI
BRUCE GREEN
TERRY ENNES
JOHN SIGALOS

ALSO PRESENT:

SAM HUBBARD, Development Planner

CHAIRPERSON DAWSON: I call this Plan Commission meeting to order.
(Gavel pounded.)
CHAIRPERSON DAWSON: All right, can we stand for the Pledge?
(Pledge of Allegiance recited.)
CHAIRPERSON DAWSON: All right, first agenda item is approval -- I'm sorry, roll call.
MR. HUBBARD: Commissioner Cherwin.
(No response.)
MR. HUBBARD: Commissioner Drost.
(No response.)
MR. HUBBARD: Commissioner Ennes.
COMMISSIONER ENNES: Here.
MR. HUBBARD: Commissioner Green.
COMMISSIONER GREEN: Here.
MR. HUBBARD: Commissioner Jensen.
COMMISSIONER JENSEN: Here.
MR. HUBBARD: Commissioner Lorenzini.
COMMISSIONER LORENZINI: Here.
MR. HUBBARD: Commissioner Sigalos.
COMMISSIONER SIGALOS: Here.
MR. HUBBARD: Commissioner Warskow.
(No response.)
MR. HUBBARD: Chair Dawson.
CHAIRPERSON DAWSON: Here.
All right, now we have our first agenda item which is approval of minutes for the Arlington Towne Square PD.
COMMISSIONER GREEN: I'll make that motion.
COMMISSIONER JENSEN: Second.
CHAIRPERSON DAWSON: All right, all in favor?
(Chorus of ayes.)
CHAIRPERSON DAWSON: Great.
COMMISSIONER ENNES: I'll abstain.
CHAIRPERSON DAWSON: You're abstaining, okay.
Any other abstentions?
COMMISSIONER LORENZINI: Yes, I wasn't here either.
CHAIRPERSON DAWSON: Okay. All right, next we have the Patton Gym Expansion. Oh, you know the drill. State your name please and spell the last name for us.
Oh, have all public notices been given?
MR. HUBBARD: They have, yes.
(Witness sworn.)
CHAIRPERSON DAWSON: Great. Now state your name and proceed, thank you.
MR. SCHULZ: Good evening. I'm Ryan Schulz, Director of Facilities Management for Arlington Heights School District 25. I'm here to present this evening on the Patton Gymnasium expansion.
As you recall, we came forward a couple of months ago to get the

approval for the classroom addition. At that time, we weren't ready to come forward with the gym expansion. So, now we're coming forward just to talk and review about the gym expansion that we're proposing at the Patton Elementary School.

So, why is an expansion required at Patton? The expansion is primarily driven by a curriculum enhancement at the school and across District 25 where we'll be offering most likely additional PE hours across the District. So, with that, we'll need to be running two sections of PE at one time at most of our locations, and Patton would be one of them where two sections of PE would need to be going on at the same time. The current gymnasium configuration does not allow for that. It's currently a one-station gym. So, we're looking to add on a second station to the gymnasium that will allow for two PE sections to be run out at the same time.

Due to the constraints at this site, we're going to be looking to put the gym, one we enter the floor plans here in a little bit, kind of stacked and not in the configuration that would be normal to have a competition size basketball court in the gyms. So, primarily, this location will be used for PE sections. Again, it can be used for outside groups and things like that, but most likely there won't be much after-hour competition because the gym configuration won't allow for a full size or even like a middle school size basketball court to be run in this section. So, again, it will have a screen divider between the two, but as you'll see from the design, it's not a full-size width or a full size basketball court configuration that would allow that. So, again, this is primarily focused on the addition for PE classes at this location.

Just to the ownership and notification, very similar to our past projects, we're just stating and showing that we have gone through the notification processes and the additional committees and commissions before this. So, we have had successful reviews of those portions as well so far for this project.

The requested action for tonight, again, I just put up here for reference, we can come back to it if we need to, but the amendment, again, would be because we are making a change with the addition. So, the amendment to the ordinance would be necessary for this project, and Sam can expand on that later if there's anything else.

Primarily, again, the gym expansion will be coming to the southern end of the site, a little bit towards the southwest. Again, this sits a little bit oddly, not north-south oriented, but kind of primarily to the southwest near the parking lot, taking over a portion of our existing playground area, our asphalt playground area. Kind of, again, an underutilized space, this site has an exceptional amount of asphalt playground area already, so we won't be really losing that capacity in the overall grand scheme of things. So, again, it's just expanding a second bay to the gymnasium. It will also have an office space, some storage, and then it will have an enclosure on the end to contain the trash enclosure, and then also the ComEd transformer on that end of the building which is already in a similar position, we just need to move it out of the gym footprint.

Also, I just want to point out again, we've already had the approval for the underground storage system for stormwater. So, the previous approval had that contained already, the volume that is necessary for this project. So, again, there's no modifications that are going to be needed in addition to the classroom. So, the stormwater portion for the classrooms that we had approved before was taking this into account, that in the future the gym addition may come, so we had the volume already calculated in from the previous review and approval.

I just want to point out where the classroom addition would be. It's the pink/purple dashed area. Again, that's where the classroom addition that you've reviewed will

be going here this fall.

Again, just the expansion, it's kind of a mirror flipped image of the existing space. We're just expanding it again towards the southwest. Again, the gym space is the primarily large area within that area. We will be adding some windows to the southern edge and along the eastern edge I will call it, just to provide some high-level light into the space to give them some daylight because currently they have none, so just to give them some natural light into the space. Again, we have an exterior storage for recess storage and interior storage kind of primarily for the PE storage, and then also a new office because there will be some reconfigurations for food service in the other corner of the interior to the building.

This is a rendering, again, looking from the southeast kind of corner from the parking lot looking back at the building, again, showing the clear story windows with the limestone coping, very similar to our other schools in the District that we've done with the design cues, then also coming from the other side with the classroom addition, looking back at the gym addition showing the storage room doors, and then also the door into the ComEd transformer area, again, just a wall, just a screen wall around there just to protect it and keep it out of view.

Just general elevations again of the same thing, the rendering kind of shows that as well with just a little bit more detail with the renderings, or the elevations here calling some of the finishes and some of the more fine details of the site.

Enrollment and staffing. So, there is no enrollment change in our projections right now that is guiding this project. Again, this is solely on program change to the building, so no enrollment changes from the previous time we spoke about this project. Again, the only thing we may have, we don't have this finalized yet, is an itinerant PE teacher that may come in throughout the day to fill in for several hours a day or sections per week. So, that may be a portion where a person may come to the building, that's not finalized yet. But again, we do have adequate parking on site to absorb that, one other person that would be coming outside for this. But again, I just want to reiterate, there is no change in the overall enrollment that would be at the building or projections that we currently see at the facility.

Traffic and parking. Again, we don't anticipate any major changes to traffic and parking at the facility just solely based on the gymnasium. Again, the only thing that could come up is that this gym may be used a little bit more by AHYBA for practices because it will have two bays in there now. Again, that would primarily be a parent drop-off where the parents would drop their students off and then they would leave. Again, we don't anticipate this becoming a competition gym just because of the narrow confines of the gym and the limited area where parents could even watch in the gym because the base lines now are so close to the side lines of this gym. So, again, it's highly unlikely that there will be AHYBA basketballs or any other competition style events at this gym in particular.

I just want to point out again our parking. There are two parking lots. The one on the north is primarily used for staff; the one on the south is primarily used for some staff with primarily kind of overflow parking and visitors. So, the south lot is again utilized less than the north lot. The north lot is usually fairly full while the south lot is maybe 50 percent full or somewhere in that realm throughout the day. Again, no change is anticipated to the parking demand for the facility during the school day, again, just because we're not anticipating any major increase in students or staff associated with this project.

The stormwater, as I mentioned before, the stormwater detention has already been included. We are working through that with the Village and MWRD already, so that is being in the review process or approval process from MWRD. So, those volumes have already

been calculated in the previous project, so that will be contained within the storm trap system that will go underneath the parking lot on the south end of the building along with permeable pavers and some other enhancements to the site.

Overall, we're looking to go forward with the expansion. Again, the design cues and the elements that we're incorporating are very similar to what we had in the past at other District 25 buildings. So, we're excited to bring this before you and we're open to any questions you may have.

CHAIRPERSON DAWSON: Great, thank you very much. Have you read the conditions for approval and do you, are you in agreement with them?

MR. SCHULZ: Yes, we are.

CHAIRPERSON DAWSON: Terrific, all right.

Sam?

MR. HUBBARD: Thank you, Chair Dawson. Good evening to the Plan Commissioners.

So, the Arlington Heights School District 25 is before you this evening for a request to an amendment to the previous special use permits that govern the site. The first special use or original special use was approved in 1990 due to a building addition at that time, and again, the original special use permit was amended earlier this year for a three-classroom addition to the building to accommodate for the full-day Kindergarten.

The site is located at 1660 North Patton Avenue, and it's within the R-3 One-Family Dwelling District and P-L Public Lands District. The east side of the site where the school is located is within the R-3 District, the west half where the park is located is within the P-L District.

So, the Petitioner is requesting an amendment to their previously granted special use permits to allow for the gymnasium addition. As well, they're requesting a variation to waive the traffic and parking study requirement. This is a technical code requirement that's kicked in whenever you amend a special use permit that's over a certain size, and it is triggered by the gymnasium addition. However, because there are no changes to the enrollment projected, this new gym is not going to increase enrollment. It's just going to accommodate for the students who are already projected in attendance there.

We are supportive of the request to waive that traffic and parking study requirement. They did submit, the School District did submit a traffic and parking study as part of the Kindergarten building addition earlier this year, and that was thoroughly reviewed as part of that project. The proposed gymnasium addition would not change the results of that study given that it's not going to change any projected enrollment for the school.

Back in July, the Petitioner appeared before the Conceptual Plan Review Committee. I would say the reception was fairly favorable there. No major concerns were identified. There were some general questions asked about the project timing and anticipated enrollment.

In August of this year, last month, the project appeared before the Design Commission and received a unanimous four-to-zero vote in favor of a recommendation approval of the design and architecture. No modifications were required by the Design Commission.

So, here is the site as it exists today. North is at the top of the screen. The current approved three-classroom addition to accommodate for the full-day Kindergarten program is shown here in red; that kind of creates a small courtyard to the building.

Then the proposed gymnasium addition is here in the general location shown in yellow on the aerial below. So, this kind of gives you a sense of the context where this building addition is proposed in relation to some of the surrounding properties and homes.

Here's a larger aerial of the neighborhood. You can see this part of town is overwhelmingly single family in use, and the school is kind of centered and clustered among the single-family homes.

The site plan, you can see the already approved three-classroom addition is highlighted in red and the proposed gymnasium is shaded in yellow. This kind of gives a sense of where this is located on the site.

Relative to code requirements, the proposed building addition met all of the setback and bulk requirements of the Zoning District in which it's located, and no variations were required to those elements.

Here are elevations showing the building addition. At its peak height, it is just under 25 feet in height. 25 feet is the maximum allowable building height in the Zoning District where this property is located. So, as far height is concerned, the building addition conforms to the height regulations of the Zoning Code.

Finally, this brings me to the landscape plan. One item to mention, Staff is supportive of this application with one specific condition of approval, and that would be to modify the plantings proposed on the southern of this, the southern parking lot. Technically, it's a code requirement to screen the parking lot with six-foot tall plantings, and those plantings need to contain a large mix of evergreens to provide for year-round screening. So, we're asking that the proposed landscape screen to comply with code requirements be increased to six-foot in height and incorporate evergreen plantings to provide for that year-round screening.

That being said, we're supportive of the application and recommending approval subject to that condition on the landscaping, compliance with the Design Commission motion, and then compliance with all federal, state, and Village codes, regulations and policies. Thank you.

CHAIRPERSON DAWSON: Great, thank you.

Do we have a motion to accept the Staff report?

COMMISSIONER ENNES: So moved.

COMMISSIONER LORENZINI: I'll second.

CHAIRPERSON DAWSON: All right, all in favor?

(Chorus of ayes.)

CHAIRPERSON DAWSON: Any opposed?

(No response.)

CHAIRPERSON DAWSON: Okay, great.

Commissioners, do we have any initial questions before I open up for public commentary?

(No response.)

CHAIRPERSON DAWSON: All right, seeing no initial questions, I am going to go ahead and open up for public commentary. Is there anyone in the audience wishing to speak? All right, so you can come up and state your first name, spell your last name for us, and if you are willing, please give us your address.

PUBLIC COMMENTARY FOR PC #23-010

MS. PROROK: Okay, I'm Valerie Prorok, P-r-o-r-o-k. I'm at 1542 North Patton, so if I can pull up this little slide show presentation that I prepared? But actually, a lot of the presentation that Ryan did addressed some of the concerns, so that's great.

CHAIRPERSON DAWSON: Great.

MS. PROROK: I was concerned at the doubling of Patton gym. I believe it's 70 feet which would increase it to 140 feet. Is that correct? Whereas Olive is 105 feet, so Olive has a new gym, they're only at 105.

So, my request would be that the gym only be as big as Olive or smaller based on the land size. So, acres available here, you can see Dryden has the most, Patton has the very least, and Patton is ballooned in between all of those neighbors. So, Patton is unique because it doesn't have a double side corner whereas the rest of the schools have that corner lot. Patton is like a little balloon encompassed among all of the neighbors.

The other concerns would be the windows. I don't know if it's taken into account, but that side of the building will increase heat because of the view of the sun. So, afternoon sun comes in on that way, so I would request that they not be mirrored windows because all of those neighbors will have that horrible reflection into their backyards.

Let's see. I did request early on that the garbage be relocated to the other side of the building to alleviate that extension even further. So, if we could re-look at that, move the garbage which comes through twice a week. So, if that could be relocated or thoughts about that, I would appreciate that.

Also, just the neighbors that are surrounding that southeast side, the southeast parking lot, it is decreasing by half then the amount of land space we're able to see from our backyard. So, now we will see a giant brick wall. So, the landscaping is really important to the neighbors there on that side as well, not just the neighbors on, I believe that's Harvard, around the corner. So, those are the biggest concerns.

Then as far as waiving the traffic study, I would suggest that you not waive that because it is dense already. There was an episode on a Saturday morning that Patton opened their doors to some event, I'm not sure what it was, but the police had to get involved. Neighbors' driveways were blocked, illegal parking, people in front of fire hydrants. So, I would actually suggest that it not be waived.

Those are my comments. Thank you.

CHAIRPERSON DAWSON: Thank you very much.

Anyone else? Nobody else?

(No response.)

CHAIRPERSON DAWSON: All right, with that, we're going to go ahead and close public commentary, and I will start down here.

Commissioner Sigalos, do you have any questions?

COMMISSIONER SIGALOS: No. I guess I could ask the architect as far as the comment about the size of this addition and the overall length versus other gymnasiums in your District, why this is so much larger?

CHAIRPERSON DAWSON: So, I need to swear you in if you're testifying.

(Witness sworn.)

CHAIRPERSON DAWSON: Then please state your name and spell your last name for us before you answer.

MR. HANSEN: Don Hansen, H-a-n-s-e-n.

CHAIRPERSON DAWSON: Great, thank you. Now go ahead.

MR. HANSEN: The interior space within the proposed existing and expanded gymnasium is roughly 6,000 square feet, which is the same interior square-foot within the gymnasium space at Windsor School, Ivy Hill and Olive School. The gymnasium volume with the entire length of the wall mostly facing south is approximately 140 or 150 feet, and then the width is similar to the other buildings.

You can see on the top, there are more rooms within the higher volume space, so the gymnasium interior space is not any larger than any of the other elementary schools, but there are some mechanical spaces that serve other parts of the building such as the commons. So, the higher volume is a little bit larger, but the gymnasium space itself is not.

MR. SCHULZ: So, the major difference, too, with the other gyms is that if we would take the yellow box and put it below the existing gym, that's more the configuration of our other gyms. This one we're putting end to end, so the basketball courts are going to sit end to end, the two side courts we'll call them, whereas in the other one we would have them configured in the other location where the yellow box would move below the gray and then the side courts would run next to each other, right? So, that's just a different configuration this gym is going to provide us than our typical gyms. It's just we're constrained by the site here so we're not able to do that. Again, it's primarily PE based, so we just really need another bay, we don't need it for competition or after-hour type things.

COMMISSIONER SIGALOS: I understand, and you said the square footage of the gymnasium is similar to the other school gymnasiums' square footage?

MR. SCHULZ: Yes.

COMMISSIONER SIGALOS: Okay, and then I understand the concern for the windows. Are those designed to be mirrored glass?

MR. SCHULZ: No.

COMMISSIONER SIGALOS: No, okay. All right, so there's no concern there that the sun will reflect back on the surrounding neighborhood.

MR. HANSEN: No, the windows are not mirrored glass. The outer glass pane, it's an insulated window so an outside pane and inside pane will be the same as on the existing Patton School. There will be one difference in the gym, and the windows are up high, is that the window pane on the inside will have a pattern painted frit to mitigate the glare from the windows. But there isn't any sort of material that's reflective on the new windows that are proposed for this gymnasium.

COMMISSIONER SIGALOS: Okay, thank you. I have no further questions.

CHAIRPERSON DAWSON: All right, Commissioner Ennes?

COMMISSIONER ENNES: A couple. Do you know about the situation that Ms. Prorok mentioned where parking was all over the neighborhood and the police were called?

MR. SCHULZ: I'm personally not. I mean, we'd be willing to talk to her about that specific instance. I am not aware of that.

COMMISSIONER ENNES: Okay, so you have enough parking on the site for teachers and certain events. What kind of events are there at the school? Like parent-teacher or, are there any bleachers in the gym at all? No seats for viewers or anything?

MR. SCHULZ: Correct. No bleachers would be installed in this gym.

COMMISSIONER ENNES: Okay, and in regard to the question and the size of the overall gym compared to other schools, on a per student basis, is there a reason why Patton School would have a larger gym than the other ones she mentioned?

MR. SCHULZ: Again, it's not larger. It's just again coming down to the

number of sections that we need to put in the gyms at the time. So, the gym, again, is similarly sized in the square footage of the areas. There's just going to be two teaching areas for the amount of sections that will be running PE throughout the week. So, that's what it comes down to is that we really need to space this. Again, square footage-wise overall, it is very similar to the rest of the District. I don't know that number per student, that's a good question to ask. But it is again, square footage-wise, in the gym space very similar, but it's really coming down to the two spaces.

COMMISSIONER ENNES: And the offices and storage area and stuff that you have in there. So, what other types of functions at this school do you have where you might have, most of the teachers there for like parent, that's the only thing I could think of, parent-teacher, and then you've got all the parents coming and going, what other events are there?

MR. SCHULZ: Yes, I mean, there's typical, like maybe a PTA event or some other community type event at the school. Otherwise, we haven't anticipated any other major changes to what is currently being run at the school just based on the gym. So, again, it's the standard things, parent-teacher conferences, PTA events. Again, there will be some practices there, most likely from AHYBA, stuff like that. We have our CAP after-school program, but that's very, there's not any parking really. A parent drops off or picks up, so the parent will pick their student up and just kind of park there by the side and come out right away.

So, again, we're not anticipating any major changes to the program, after-hour programs at the school.

COMMISSIONER ENNES: Okay, and then a related question that I have, this curriculum enhancement that's requiring the additional gym time, is that like a state requirement?

MR. SCHULZ: I believe so. I will defer to Dr. Bein on this one. I am the Facilities Director.

CHAIRPERSON DAWSON: So, I need to swear you in even though I know you've been here many, many times.

(Witness sworn.)

CHAIRPERSON DAWSON: Then please state and spell your last name.

MS. BEIN: Sure. My name is Lori Bein, B-e-i-n. I'm the Superintendent of District 25. Good evening, everyone.

COMMISSIONER ENNES: Hi.

MS. BEIN: Yes, the curriculum changes, the state has always required that elementary school students have PE three times a week. But until last year, school districts have been able to get a waiver from that as long as we've provided a recess opportunity. That opportunity to do a waiver no longer exists effective today or effective this school year. So, we must go from two periods of PE for every one of our sections, Kindergarten to fifth grade, to three periods of PE a week for all of those sections starting next school year.

So, we're increasing the number of times that classes have to go to PE. They won't all be able to go in one gym. There's too many classes, and that's why we need a second space.

COMMISSIONER ENNES: Okay, is this going to affect all of the other schools?

MS. BEIN: Yes, it affects all of the schools in the District, all of the schools in the state actually. All of our other schools have already had gym enhancements. There is only one that has not, that's Greenbrier, but it is a small enough enrollment that they are not going to

need a secondary gym space.

COMMISSIONER ENNES: So, Patton is the only school that's going to require additional gym space?

MS. BEIN: All the others have gotten gym spaces within the last five years.

COMMISSIONER ENNES: Is state providing any funding? This isn't really in our area but I'm curious.

MS. BEIN: No, it is not.

COMMISSIONER ENNES: Okay, of course not. That's all I have.

MS. BEIN: Thank you.

COMMISSIONER ENNES: Thank you.

CHAIRPERSON DAWSON: All right, Commissioner Green?

COMMISSIONER GREEN: I have no questions. I think it's a great addition.

CHAIRPERSON DAWSON: All right, Commissioner Lorenzini?

COMMISSIONER LORENZINI: Yes, so my first reaction when I saw the presentation was why would they need another gym, because I don't think any other schools that were adding Kindergarten space required additional gym space.

MR. SCHULZ: So, again, just as Dr. Bein stated in that, all the other schools in the elementaries already have the second bay space already.

COMMISSIONER LORENZINI: Right.

MR. SCHULZ: As she stated, the only one that wouldn't is Greenbrier and they have a really small enrollment.

COMMISSIONER LORENZINI: Okay, and then, so you keep talking about the second space. You just need the additional space; it doesn't necessarily have to be a separate gymnasium.

MS. BEIN: It will still be one gymnasium with two bays basically, two spaces to fit two classrooms.

COMMISSIONER LORENZINI: Okay, and then could you maybe explain how the school, Ms. Prorok brought up where they only have 105 square feet versus 140 square feet?

MS. BEIN: I didn't hear the question.

MR. SCHULZ: It's the length, not square feet.

COMMISSIONER ENNES: The length, not square feet.

MR. HUBBARD: Yes, I think it was in comparison to the gym at Olive School being a little bit smaller in size.

MS. BEIN: Again, the gymnasium in Olive is not smaller than the Patton one. All of our gyms that we have done in the last handful of years are 6,000 square feet. The layout at Olive, like Ryan was sharing, it's kind of side by side so it ends up you can have some competition games there. This is lengthwise which will not allow us to do competition games.

COMMISSIONER LORENZINI: Okay, and regarding the concern about police activity on Saturday, I kind of think that's irrelevant at this point.

MS. BEIN: Yes, we'd be happy to talk with our neighbor about that. That is nothing that we were aware of, nor has the school principal been aware of that.

COMMISSIONER LORENZINI: Okay, that's all I have. Thank you.

MS. BEIN: Thank you.

CHAIRPERSON DAWSON: Commissioner Jensen?

COMMISSIONER JENSEN: Well, I don't really have anything. I'd just ask

those in the audience, were you able to hear Mr. Hansen? Because he gave some good answers but his voice was kind of low and I don't know whether you heard all the things that he said in response to some of your questions.

MS. PROROK: Well, it is interesting because --

CHAIRPERSON DAWSON: Wait.

COMMISSIONER JENSEN: I just want to know if they could hear.

CHAIRPERSON DAWSON: I'm sorry. I know that public commentary is closed so they cannot actually -- I'm so sorry, but we can't.

COMMISSIONER JENSEN: Well, then maybe I could just --

CHAIRPERSON DAWSON: Thank you.

COMMISSIONER JENSEN: -- I think we need to recapitulate a little bit on the windows and some other things that they may not have heard.

CHAIRPERSON DAWSON: Sure.

COMMISSIONER JENSEN: Maybe you could repeat?

MR. SCHULZ: Yes, I think, I don't know, did you hear what Don, Don Hansen with STR kind of relayed that. The windows will not have a mirroring on them. They'll have a fritting on the interior of the glass to help kind of shade it a little bit so there's no glare for basketball or, you know, when you're shooting a basket or something like that in the inside. So, the fritting is on the inside, it will help on the outside some. But again, we're not anticipating with the height in that and with the shade, there's a limestone cap that comes around, that we're going to have much or any glare coming off those windows.

COMMISSIONER JENSEN: Good. I don't have any other questions.

CHAIRPERSON DAWSON: Okay. All right, the only question I did not hear addressed was the garbage location.

MR. SCHULZ: Yes, so we did explore that. We looked at that, on trying to move it to the north side. The only problem with that is our commons location is right here on this side of the building. So, in order for us to be able to move it to the other side, it would create a big workload to have our staff move everything up to that north side for garbage containers and that, because that's our heaviest use of the building. Then we would just be putting the problem up by the other neighbors on the north side of the property.

So, there's not a lot of space up there either. This actually is farthest away from any other neighbor. If we put it up on the north side, we'd be closer and there's more neighbors up there. So, again, we're pretty far away here, we're kind of tucked away. But if we would try to relocate it up on that side, again, there's houses along that little north property line as well, and again, it's farther away from the common space where we primarily have our highest load of trash load in the buildings from the commons.

CHAIRPERSON DAWSON: Okay, and then the last item was the landscaping.

MR. SCHULZ: Yes. So, we are limited obviously by the amount of landscaping we have put up against the building. There are, right there where the sidewalk is and there's the trees kind of denoted near the property of the neighbors, there are some large evergreen trees there already. I believe it's your fence, right? It is your fence at the property? The fence, it is screened with a fence already along the property, but there are some large evergreen trees there along the screen as well.

We would be happy to look at that with them again to make sure, if there's an opening or something that would need to be screened better, we would be open to

exploring that more in that area, because again, that would be a primary spot where we could do that.

CHAIRPERSON DAWSON: Okay, and the other question I had but Dr. Bein explained it was I couldn't understand why you couldn't have more events here. But now, I mean I still don't get it but I believe and get it, does that make sense? It's too bad because I think the community needs more space like that. But then on the flip side to that, it sounds like there's already a problem in the neighborhood because of the density around this. So, I get that it's not going to happen and all that.

I would say that coming from a school that had, now it's much better, I mean, I'm out of Windsor now, but knowing the density problems we had there, nine times out of ten, it's the parents are jerks, I'm just going to say it. They don't respect the people who live around the school and it's unfortunate. But there's only so much a school can do about that. But I would thank you for going and talking to the neighbors and seeing what else can happen, but you know, they go to pick up their kids or drop off their kids and they're in a rush and they block someone's driveway and they just aren't respectful to the fact that people have to live there. So, it's too bad but it does happen.

But other than that, I think it's a great proposal and I don't have any questions left. Any motion?

COMMISSIONER GREEN: I would like to make a recommendation.

A motion to recommend to the Village Board of Trustees <u>approval</u> of PC #23-010, an Amendment to Ordinances #90-087 and #23-013 to allow a building addition, and the following Variation:

1. **Chapter 28, Section 6.12-1, *Traffic Engineering Approval for Projects Requiring Plan Commission Review*, to waive the requirement to provide a traffic study and parking analysis prepared by a qualified professional engineer.**

This recommendation is subject to the following conditions:

1. **The Petitioner shall modify the landscaping proposed at the southern end of the south parking lot to increase the height of the plantings to six feet and substitute the deciduous shrubs with evergreens to provide for year-round screening.**
2. **Compliance with the 8/8/23 Design Commission motion shall be required.**
3. **The Petitioner shall comply with all federal, state, and Village codes, regulations and policies.**

CHAIRPERSON DAWSON: Second from anybody?
COMMISSIONER SIGALOS: I'll second.
CHAIRPERSON DAWSON: All right, roll call, please.
MR. HUBBARD: Commissioner Green.
COMMISSIONER GREEN: Yes.
MR. HUBBARD: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MR. HUBBARD: Commissioner Ennes.
COMMISSIONER ENNES: Yes.
MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.
MR. HUBBARD: Commissioner Lorenzini.
COMMISSIONER LORENZINI: Yes.
MR. HUBBARD: Chair Dawson.
CHAIRPERSON DAWSON: Yes.

All right, so with that, a unanimous approval from the Plan Commission. Again, you know, and I think some of the audience might know, we are just a recommending body. What we look at is much smaller, so for example, concerns about neighborhood and what have you really wasn't falling into what we could even look at today. So, there is a Village Board meeting coming up and I would encourage you to work with the neighbors, talk about these issues, and attend the Village Board hearing and bring your concerns there, all right? Thank you.

You got anything else, Sam? You took down my agenda that was on the screen.

MR. HUBBARD: None other than general public comment.
CHAIRPERSON DAWSON: Oh, that's right. One of these days, I'm going to remember that that has been added to the agenda.

Okay, so, do we have any general public comments this evening?
(No response.)

CHAIRPERSON DAWSON: Seeing none, I'm going to close public commentary.

Any other items, Sam?
MR. HUBBARD: No, that's it.
COMMISSIONER GREEN: I'd like to make a motion to adjourn.
COMMISSIONER JENSEN: Second.
CHAIRPERSON DAWSON: All in favor?
(Chorus of ayes.)
CHAIRPERSON DAWSON: All right, thank you very much.

(Whereupon, at 8:06 p.m., the public hearing on the above-mentioned petition was adjourned.)

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, RON LeGRAND, SR., depose and say that I am a digital court reporter doing business in the State of Illinois; that I reported verbatim the foregoing proceedings and that the foregoing is a true and correct transcript to the best of my knowledge and ability.

_____
RON LeGRAND, SR.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY OF
_____, A.D. 2023.

_____
NOTARY PUBLIC


Midwest Industries
N Verde Ave
N Verde Ave
N Patton Ave
Patton Elementary School
N Patton Ave
N Kennicott Blvd
W Maude Ave
W Maude Ave
W Maude Ave
N Harvard Ave
N Patton Ave
N Kennicott Ave
NORTH


Frontage Rd
N Yale
N Verde Ave
W Lillian Ave
N Verde Ave
N Yale Ct
N Yale Ave
N Patton Ave
W Maude Ave
N Kennicott Ave
N Kaspar Ave
W Maude Ave
N Harvard Ave
N Patton Ave
W Lynnwood Ave

APPROVED

MINUTES OF
THE VILLAGE OF ARLINGTON HEIGHTS
DESIGN COMMISSION

HELD AT THE ARLINGTON HEIGHTS MUNICIPAL BUILDING
33 S. ARLINGTON HEIGHTS RD.
AUGUST 8, 2023

Chair Kubow called the meeting to order at 6:30 p.m.

Members Present: Jonathan Kubow, Chair
Ted Eckhardt
John Fitzgerald
Scott Seyer

Members Absent: Kirsten Kingsley

Also Present: John Anstadt, JMB Architects for *624 N. Haddow Ave.*
Katie Zittergruen, Owner of *624 N. Haddow Ave.*
Ryan Schulz, AH School District 25 for *Patton School Gym*
Don Hansen, STR Partners LLC for *Patton School Gym*
Steve Hautzinger, Planning Staff

REVIEW OF MEETING MINUTES FOR JULY 11, 2023

A MOTION WAS MADE BY COMMISSIONER ECKHARDT, SECONDED BY COMMISSIONER FITZGERALD, TO APPROVE THE MEETING MINUTES OF JULY 11, 2023. ALL WERE IN FAVOR. MOTION CARRIED.

ITEM 2. COMMERCIAL REVIEW

DC#23-033 – Patton School Gym Addition – 1616 N. Patton Ave.

Don Hansen, representing *STR Partners,* and Ryan Schulz, representing *Arlington Heights School District 25*, were present on behalf of the project.

Mr. Hautzinger presented Staff comments. The petitioner is proposing a 4,350 square foot addition to the existing gymnasium. This project requires Plan Commission review and Village Board approval for an Amendment to a Special Use Permit to allow a building addition for a school in the R-3 One-Family Zoning District. Because this project is going to the Plan Commission, the role of the Design Commission is limited to building and signage only.

In February of 2023, the Design Commission reviewed and recommended approval of a three classroom and storage space addition to Patton Elementary School. The classroom addition received Village Board approval in March of 2023.

The proposed gymnasium addition is located at the south corner of the school which has limited visibility from the street, but it will be highly visible from the school parking lot. Overall, the proposed design is nicely done to fit with the existing school. All exterior materials have been selected to match the existing materials and colors. The massing of the proposed addition is a natural extension of the existing gymnasium. The clerestory windows and limestone fascia are nice features that enhance the appearance of the addition.

There will be a new rooftop mechanical unit on the new addition. However, since the addition and rooftop unit are setback from the street, the sight line will be cut off from view.

Staff is recommending approval of the gymnasium addition as submitted.

Mr. Schulz said this gym expansion is to give the school more curriculum space for PE classes at the school, this is not enrollment driven. Adding another bay to the gymnasium will allow two sections of PE to be run at the same time. They are proposing to extend the existing architectural feel of the entire building with the addition to include a limestone cap, clerestory windows, brick, and provide a secondary entrance into the building that will also allow the community to use the space as well. He welcomed any questions.

Chair Kubow asked if there was any public comments on this project and there was no response from the audience.

The commissioners summarized their comments. Commissioner Seyer said the addition looks nice and he appreciates the extra design details. He is in favor of the design. He also said that it appears that the existing rooftop unit is not really visible from the other main entry, which he is okay with.

Commissioner Eckhardt said he had difficulty finding the proposed addition on the drawings because it is so well designed and fits in well with the original building. He is sensitive to the rooftop equipment and the screening requirements, so if this equipment is anywhere close to being visible, he would suggest painting it a color rather than adding screening in front of it. He had no further comments.

Commissioner Fitzgerald said this is a great design. Chair Kubow agreed and said there is an obvious need for the gym addition and it is great to see the space increased for the students and for the community.

A MOTION WAS MADE BY COMMISSIONER ECKHARDT, SECONDED BY COMMISSIONER SEYER, TO APPROVE THE PROPOSED ARCHITECTURAL DESIGN FOR A GYMNASIUM ADDITION TO *PATTON ELEMENTARY SCHOOL* LOCATED AT 1616 N. PATTON AVENUE, AS SUBMITTED. THIS RECOMMENDATION IS SUBJECT TO COMPLIANCE WITH THE PLANS RECEIVED 6/20/23, DESIGN COMMISSION RECOMMENDATIONS, COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND VILLAGE CODES, REGULATION AND POLICIES, THE ISSUANCE OF ALL REQUIRED PERMITS, AND THE FOLLOWING:

1. THIS REVIEW DEALS WITH ARCHITECTURAL DESIGN ONLY AND SHOULD NOT BE CONSTRUED TO BE AN APPROVAL OF, OR TO HAVE ANY OTHER IMPACT ON, NOR REPRESENT ANY TACIT APPROVAL OR SUPPORT FOR THE PROPOSED LAND USE OR ANY OTHER ZONING AND/OR LAND USE ISSUES OR DECISIONS THAT STEM FROM ZONING, BUILDING, SIGNAGE OR ANY OTHER REVIEWS. IN ADDITION TO THE NORMAL TECHNICAL REVIEW, PERMIT DRAWINGS WILL BE REVIEWED FOR CONSISTENCY WITH THE DESIGN COMMISSION AND ANY OTHER COMMISSION OR BOARD APPROVAL CONDITIONS. IT IS THE PETITIONER'S RESPONSIBILTY TO INCORPORATE ALL REQUIREMENTS LISTED ON THE CERTIFICATE OF APPROPRIATENESS INTO THE PERMIT DRAWINGS, AND TO ENSURE THAT BUILDING PERMIT PLANS AND SIGN PERMIT PLANS COMPLY WITH ALL ZONING CODE, BUILDING CODE AND SIGN CODE REQUIREMENTS.

FITZGERALD, AYE; ECKHARDT, AYE; SYER, AYE; KUBOW, AYE.
ALL WERE IN FAVOR. MOTION CARRIED.

S T A F F D E S I G N C O M M I S S I O N R E P O R T

PROJECT INFORMATION:

Project Name:	Patton Elementary School
Project Address:	1616 N. Patton Avenue
Prepared By:	Steve Hautzinger
Date Prepared:	July 26, 2023

PETITION INFORMATION:

DC Number:	23-033
Petitioner Name:	Don Hansen
Petitioner Address:	STR Partners LLC 350 W. Ontario Street, Suite 200 Chicago, IL 60654
Meeting Date:	August 8, 2023

Requested Action(s):
Approval of the proposed architectural design for a gymnasium addition to an existing elementary school.

Design Commission Responsibility for Projects Being Reviewed by Plan Commission:
The subject design is being forwarded to the Design Commission for review pursuant to Chapter 6 of the Municipal Code.

This project requires Plan Commission review and Village Board approval for an Amendment to a Special Use Permit to allow a building addition for a school in the R-3 One-Family Zoning District. Because this project is going to the Plan Commission, the role of the Design Commission is limited. The Design Commission's responsibility is as outlined in Chapter 28 of the Municipal Code, Section 14.2-1, which states:

"*For developments where a public hearing is necessary before the Plan Commission or Zoning Board of Appeals, the design review process should, if feasible, be completed by the time of the public hearing. Development proposals requiring rezoning, PUD or other Plan Commission approvals, shall be reviewed by the Design Commission* ***for building and signage only****."*

Summary and Background:
In February of 2023, the Design Commission reviewed and recommended approval of a three classrooms and storage space addition to Patton Elementary School. The classroom addition received Village Board approval in March of 2023.

At this time, the petitioner is proposing a 4,350 square foot addition to the existing gymnasium, which is located at the southern corner of the school. The proposed addition includes an indoor gym court area, a gym office, gym storage, as well as exterior storage.

Architectural Design:
The proposed addition is located at the south corner of the school which has limited visibility from the street, but it will be highly visible from the school parking lot. Overall, the proposed design is nicely done to fit with the existing school. All exterior materials have been selected to match the existing materials and colors. The massing of the proposed addition is a natural extension of the existing gymnasium. The clerestory windows and limestone fascia are nice features that enhance the appearance of the addition.

Mechanical Equipment Screening:
There will be a new rooftop mechanical unit on the new addition. However, since the addition and rooftop unit are setback from the street, the sight line will be cut off from view.

RECOMMENDATION:
It is recommended that the Design Commission **approve** the proposed architectural design for the addition to Patton Elementary School located at 1616 N. Patton Avenue. This recommendation is based on the plans received 6/20/23, Design Commission recommendations, compliance with all applicable Federal, State, and Village codes regulations and policies, the issuance of all required permits, and the following:

1. This review deals with architectural design only and should not be construed to be an approval of, or to have any other impact on, any other zoning and/or land use issues or decisions that stem from zoning, sign code or building or any other reviews. In addition to the normal technical review, permit drawings will be reviewed for consistency with the Design Commission and any other Commission or Board approval conditions. It is the architect/owner/builder's responsibility to comply with the Design Commission approval and ensure that building permit plans and sign permit plans comply with all zoning code, building code and sign code requirements.



July 26, 2023

Steve Hautzinger AIA, Design Planner
Department of Planning & Community Development

Cc: Charles Witherington Perkins, Director of Planning and Community Development, Sam Hubbard, Development Planner, Petitioner, DC File 23-033

STR PARTNERS LLC
350 West Ontario Street
Suite 200
Chicago IL 60654
312.464.1444
www.strpartners.com

PROJECT DESCRIPTION

PETITIONER NAME:	Don Hansen, STR Partners LLC Architects
OWNER:	Arlington Heights School District 25 (Contact: Ryan Schulz)
DATE:	June 27, 2023
PROJECT:	Patton Elementary School
LOCATION:	1616 N. Patton Ave.

The addition to Patton Elementary School is an expansion of the existing gymnasium to support physical education. The 4,350 sq. ft. addition is comprised of a physical education court area, a gym office, gym storage and exterior storage. An existing transformer and trash enclosure is in the footprint of the proposed addition, and a replacement transformer and replacement trash area will be screened by a masonry screen wall with a brick veneer.

The addition is a single story with top of wall at 24'-2" to match the height of the existing gymnasium. It will be of the same materials as the existing building. Exterior materials include matching red brick, a matching white brick accent band, dark bronze anodized aluminum window frames and dark bronze color metal coping.

Completion of the project is planned for August 2024 at the beginning of the 2024-2025 school year. Construction is anticipated to begin in the fall of 2023.

Walls will be constructed of brick and cmu which are long lasting materials. Efficient LED lighting will be used. The quality of materials are like those of the Patton classroom addition recently reviewed.

The gymnasium is within the property line setbacks and in compliance with Maximum Floor Area and Maximum Height and Stories.

Maximum Floor Area Ratio

Allowed	Existing	Proposed	Comment
50%	20.3% (67,089 sq. ft./ 330,932 sq. ft.)	21.6% (71,439 sq. ft./ 330,932 sq. ft.)	**Complies** with Maximum Floor Area

Maximum Height and Stories

Allowed	Existing	Proposed	Comment
25 ft. 2 1/2 stories	24'-2" 2 stories	24'-2" 1 story	**Complies** with Height & Stories

PLAT OF SURVEY
OF

PATTON ELEMENTARY SCHOOL– ARLINGTON HEIGHTS SCHOOL DISTRICT 25

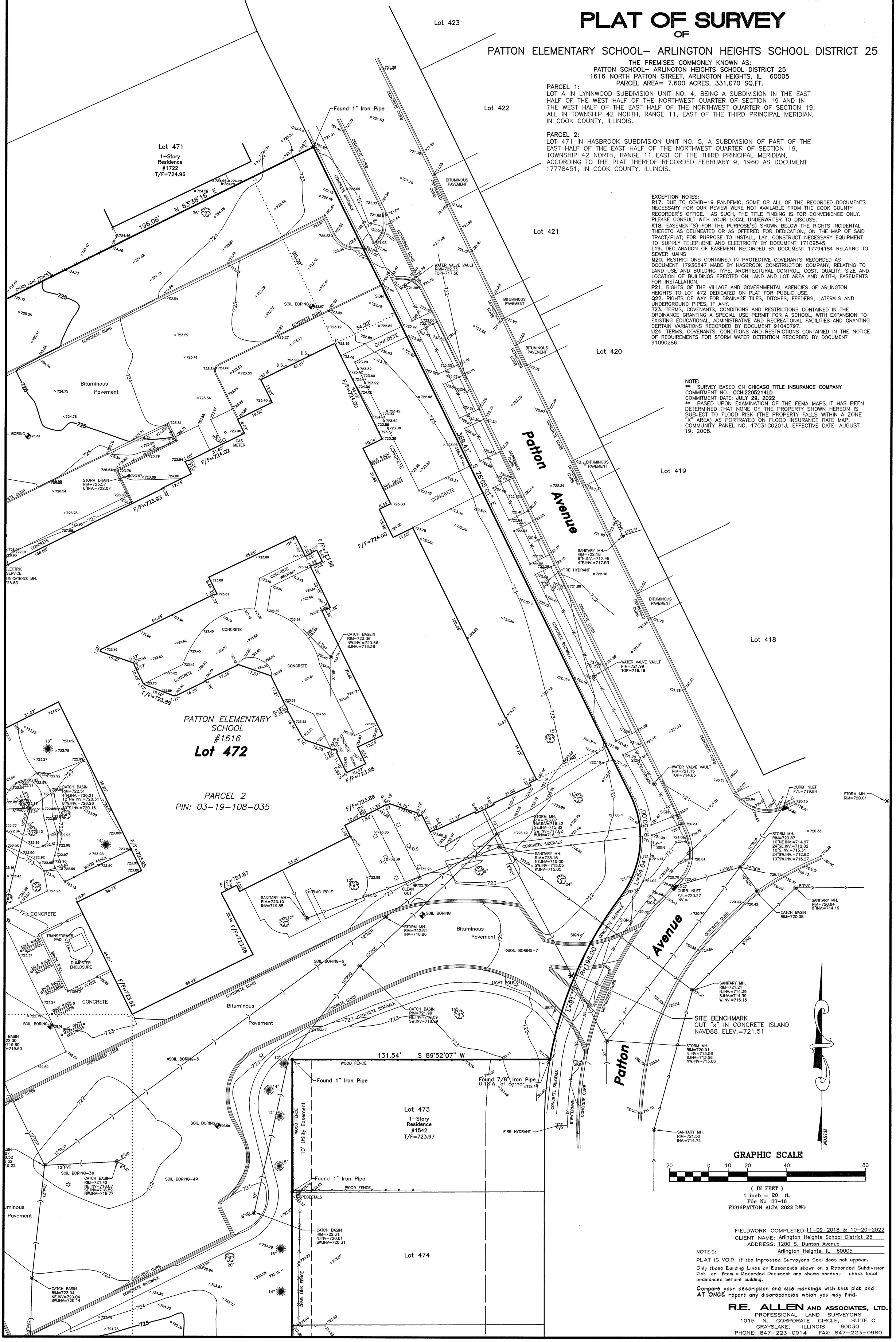
THE PREMISES COMMONLY KNOWN AS:
PATTON SCHOOL– ARLINGTON HEIGHTS SCHOOL DISTRICT 25
1616 NORTH PATTON STREET, ARLINGTON HEIGHTS, IL 60005
PARCEL AREA= 7.600 ACRES, 331,070 SQ.FT.

PARCEL 1:
LOT A IN LYNNWOOD SUBDIVISION UNIT NO. 4, BEING A SUBDIVISION IN THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19 AND IN THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
LOT 471 IN HASBROOK SUBDIVISION UNIT NO. 5, A SUBDIVISION OF PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1960 AS DOCUMENT 17778451, IN COOK COUNTY, ILLINOIS.

EXCEPTION NOTES:
R17. DUE TO COVID–19 PANDEMIC, SOME OR ALL OF THE RECORDED DOCUMENTS NECESSARY FOR OUR REVIEW WERE NOT AVAILABLE FROM THE COOK COUNTY RECORDER'S OFFICE. AS SUCH, THE TITLE FINDING IS FOR CONVENIENCE ONLY. PLEASE CONSULT WITH YOUR LOCAL UNDERWRITER TO DISCUSS.
K18. EASEMENT'S) FOR THE PURPOSE'S) SHOWN BELOW THE RIGHTS INCIDENTAL THERETO AS DELINEATED OR AS OFFERED FOR DEDICATION, ON THE MAP OF SAID TRACT/PLAT; FOR PURPOSE TO INSTALL, LAY, CONSTRUCT NECESSARY EQUIPMENT TO SUPPLY TELEPHONE AND ELECTRICITY BY DOCUMENT 17109545
L19. DECLARATION OF EASEMENT RECORDED BY DOCUMENT 17794184 RELATING TO SEWER MAINS
M20. RESTRICTIONS CONTAINED IN PROTECTIVE COVENANTS RECORDED AS DOCUMENT 17936847 MADE BY HASBROOK CONSTRUCTION COMPANY, RELATING TO LAND USE AND BUILDING TYPE, ARCHITECTURAL CONTROL, COST, QUALITY, SIZE AND LOCATION OF BUILDINGS ERECTED ON LAND AND LOT AREA AND WIDTH, EASEMENTS FOR INSTALLATION.
P21. RIGHTS OF THE VILLAGE AND GOVERNMENTAL AGENCIES OF ARLINGTON HEIGHTS TO LOT 472 DEDICATED ON PLAT FOR PUBLIC USE.
Q22. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.
T23. TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A SCHOOL, WITH EXPANSION TO EXISTING EDUCATIONAL, ADMINISTRATIVE AND RECREATIONAL FACILITIES AND GRANTING CERTAIN VARIATIONS RECORDED BY DOCUMENT 91040797.
U24. TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE NOTICE OF REQUIREMENTS FOR STORM WATER DETENTION RECORDED BY DOCUMENT 91090286.

NOTE:
** SURVEY BASED ON **CHICAGO TITLE INSURANCE COMPANY** COMMITMENT NO.: **CCHI2205214LD**
COMMITMENT DATE: **JULY 29, 2022**
** BASED UPON EXAMINATION OF THE FEMA MAPS IT HAS BEEN DETERMINED THAT NONE OF THE PROPERTY SHOWN HEREON IS SUBJECT TO FLOOD RISK (THE PROPERTY FALLS WITHIN A ZONE "X" AREA) AS PORTRAYED ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 17031C0201J, EFFECTIVE DATE: AUGUST 19, 2008.



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.
File No. 33–16
F3316PATTON ALTA 2022.DWG

FIELDWORK COMPLETED: 11–09–2018 & 10–20–2022
CLIENT NAME: Arlington Heights School District 25
ADDRESS: 1200 S. Dunton Avenue
Arlington Heights, IL 60005
NOTES:

PLAT IS VOID if the Impressed Surveyors Seal does not appear.

Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon: check local ordinances before building.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847–223–0914 FAX: 847–223–0980

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NORTH

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.
File No. 33-16
F3316PATTON ALTA 2022.DWG

OF

PATTON ELEMENTARY SCHOOL– ARLINGTON HEIGHTS SCHOOL DISTRICT 25

Lot 10 | Lot 11 | Lot 12 | Lot 13 | Lot 19 | Lot 20 | Lot 21

LYNNWOOD SUBDIVISION UNIT NO. 4

10' Utility Easement

CHAIN LINK FENCE | CONCRETE CURB | CONCRETE SIDEWALK | CONCRETE | Bituminous Pavement | RUBBERIZED PLAYGROUND | CONCRETE BARRIER | CONCRETE WALKWAY | BERM | WOOD FENCE | METAL FENCE | DEPRESSED CURB | PAVED WALK

Found 7/8" Iron Pipe
Found 1" Iron Pipe
Found 1" Iron Pipe
Found 3/4" Iron Pipe
Found 5/8" Iron Pipe
Set 1/2" Iron Rod
Found 5/8" Iron Pipe
Found 3/4" Iron Pipe

UTILITY POLE | ANCHOR | SHED | SOIL BORING | BOLLARD | SIGN | 7" Oak | CABLE PEDESTAL | ELECTRIC SERVICE | COMMUNICATIONS MH. RIM=726.83 | TRANSFORMER PAD | DUMPSTER ENCLOSURE | BIKE RACK BOLLARDS | BRICK WALL | CLEAN OUT

CATCH BASIN
RIM=723.42
12"INV.=721.22

CATCH BASIN
RIM=723.16
12"SW.INV.=721.12
12"NE.INV.=721.12

CATCH BASIN
RIM=723.25
12"NE.INV.=721.03
12"S.INV.=721.08
6"W.INV.=721.03

CATCH BASIN
RIM=723.13
12"N.INV.=720.98
12"S.INV.=720.98
6"W.INV.=720.88

CATCH BASIN
RIM=722.97
6"E.INV.=720.97

CATCH BASIN
RIM=723.27
12"N.INV.=720.77
12"S.INV.=720.82
6"W.INV.=720.72

CATCH BASIN
RIM=723.13
12"N.INV.=720.70
8"E.INV.=720.68
8"W.INV.=720.66

CATCH BASIN
RIM=722.51
4"N.INV.=720.21
12"NW.INV.=720.31
8"W.INV.=720.26
10"S.INV.=720.16

CATCH BASIN
RIM=724.36
6"N.INV.=721.66
8"E.INV.=721.51
8"W.INV.=721.51

CATCH BASIN
RIM=722.00
S.INV=719.60
NE.INV=719.60

CATCH BASIN
RIM=723.04
NE.INV=720.04
SW.INV=720.14

CATCH BASIN
RIM=724.59
NE.INV=721.29
6"E.INV=722.19
6"W.INV=722.39

CATCH BASIN
RIM=721.87
N.INV=718.52
E.INV=718.52
SW.INV=719.22

CATCH BASIN
RIM=727.16
6"E.INV.=725.06
6"W.INV.=725.21

CATCH BASIN
RIM=728.92
6"E.INV.=727.52
4"W.INV.=727.32

CATCH BASIN
RIM=726.09
6"NE.INV.=723.99
6"W.INV.=724.19

12"x12" DRAIN
RIM=726.59
INV.=725.89

12"x12" DRAIN
RIM=726.59
INV.=725.39

406.89' N 51°38'07" E
102.59'
403.09'
348.52' N 00°02'54" W
287.00' S 89°53'27" W

Lot A
PARCEL 1
PIN: 03-19-108-024

PLAT OF SURVEY
OF
PATTON ELEMENTARY SCHOOL– ARLINGTON HEIGHTS SCHOOL DISTRICT 25

SOURCE BENCHMARK
MONUMENT RECOVERY SHEET
VILLAGE OF ARLINGTON HEIGHTS, IL
MONUMENT: 32
LOCATION ADDRESS:
515 PALATINE ROAD
ARLINGTON HEIGHTS, IL
3" DIA. BRASS DISC IN CONCRETE, 5" ABOVE GROUND, 44'+/– SOUTH OF THE CENTERLINE OF FRONTAGE ROAD (PALATIONE ROAD) AND 21'+/– EAST OF THE CENTERLINE OF FERNANDEZ AVENUE
(STAMPED 114B)
NAVD88 ELEVATION = 713.78

STATE OF ILLINOIS
COUNTY OF LAKE S.S.

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED THE LAND AS DESCRIBED IN THE ABOVE CAPTION. ANY STRUCTURES SHOWN HEREON WERE LOCATED BY ME OR UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT GRAYSLAKE, ILLINOIS THIS 7TH DAY OF NOVEMBER, A.D. 20 22.

PROFESSIONAL LAND SURVEYOR BRYAN J. LEE 3616 GRAYSLAKE ILLINOIS STATE OF ILLINOIS

ILLINOIS PROFESSIONAL LAND SURVEYOR 35–3616
MY LICENSE EXPIRES 11–30–20
PROFESSIONAL DESIGN FIRM NO. 184–002732

LEGEND:
UNDERGROUND AT&T LINE —T—
UNDERGROUND GAS LINE —G—
UNDERGROUND COM ED LINE—C—
UNDERGROUND ELECTRIC —E—
BOLLARD o
LIGHT POST ☼
UTILITY POLE ⌁
SOIL BORING o

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.
File No. 33–16
F3316PATTON 2022.DWG

FIELDWORK COMPLETED:
CLIENT NAME: Arlington Heights School District 25
ADDRESS: 1200 S. Dunton Avenue
Arlington Heights, IL 60005

NOTES:
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Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847–223–0914 FAX: 847–223–0980

Lot 21 · Lot 29 · Lot 30 · Lot 31 · Lot 474 · Lot 475 · Lot 476 · Lot 477 · Lot 478 · Lot 479 · Lot 480

LYNNWOOD SUBDIVISION UNIT NO. 4
HASBROOK SUBDIVISION UNIT NO. 5

Found 3/4" Iron Pipe
Found 5/8" Iron Pipe
Set 1/2" Iron Rod
Found 3/4" Iron Pipe
Found 5/8" Iron Pipe
Found 5/8" Iron Pipe
Found 5/8" Iron Pipe
Found 3/4" Iron Pipe

South line of Lynnwood Subdivision Unit No. 4 as staked and monumented
South line of Hasbrook Subdivision Unit No. 5 as staked and monumented

S 89°53'27" W 287.00'
S 89°47'27" W 132.00'
N 00°06'33" W 61.90'
S 00°06'43" E 285.84' meas. 286' rec.
S 00°04'34" E 132.00'
S 00°07'14" E 1.78'
S 89°53'21" W 33.00'
S 89°49'32" W 33.00'
309.22'

CHAIN LINK FENCE
METAL FENCE
WOOD FENCE
5' Utility Easement
10' Utility Easement
CONCRETE CURB
CONCRETE SIDEWALK
PAVED WALK
Bituminous Pavement
EDGE OF PAVEMENT
6"HDP
6"PVC
8"PVC
8"WATERMAIN
6"WATERMAIN
12"CMP
CLEAN OUT
BOLLARDS
SOIL BORING-1
SOIL BORING-2

CATCH BASIN RIM=727.16 6"E.INV.=725.06 6"W.INV.=725.21
CATCH BASIN RIM=728.92 6"E.INV.=727.52 4"W.INV.=727.32
CATCH BASIN RIM=726.09 6"NE.INV.=723.99 6"W.INV.=724.19
CATCH BASIN RIM=724.59 NE.INV.=721.29 6"E.INV.=722.19 6"W.INV.=722.39
CATCH BASIN RIM=723.04 NE.INV=720.04 SW.INV=720.14
CATCH BASIN RIM=722.31 N.INV=720.01 SW.INV=720.31
CATCH BASIN RIM=725.48
CATCH BASIN RIM=725.11
STORM MH. RIM=726.41
STORM MH. RIM=725.85
YARD DRAIN RIM=726.32
WATER VALVE VAULT RIM=730.11
WATER VALVE VAULT RIM=725.89
WATER VALVE VAULT RIM=722.72
WATER VALVE VAULT RIM=726.28
FIRE HYDRANT
UTILITY PEDESTALS
UTILITY PEDESTAL
UTILITY PEDESTALS TRANSFORMER PAD

Maude Avenue
N. Harvard Avenue
Patton Avenue
NORTH

STR PARTNERS LLC
350 West Ontario Street
Suite 200
Chicago IL 60654
312.464.1444
www.strpartners.com

WRITTEN JUSTIFICATION

SPECIAL USE AND VARIATION

PETITIONER NAME:	Don Hansen, STR Partners LLC Architects
OWNER:	Arlington Heights School District 25 (Contact: Ryan Schulz)
DATE:	August 17, 2023
PROJECT:	Patton Elementary School Gym Addition
LOCATION:	1616 N. Patton Ave.

- **An amendment to the Special Use Permit Ordinance #90-087 is requested to allow a building addition.**

That said special use is deemed necessary for the public convenience at this location.

Patton Elementary School provides education to school-age children of the surrounding area and is of benefit to the community. A gym addition will allow the school to improve physical education space.

That such case will not, under any circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity.

The school is regularly inspected for health/life safety in accordance with Illinois State Board of Education requirements. The proposed addition will comply with current building, life safety and ADA accessibility codes.

That the proposed use will comply with the regulations and conditions specified in this ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

The use will not change with the addition.

- **A Land Use Variation is requested to allow a public elementary school within the P-L District.**

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 variation will align with the current use.

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 use of existing property in its current use is necessary for school operations.

The proposed variation is in harmony with the spirit and intent of this Chapter.

The variation will continue the use of the property for education of school-age children of the surrounding area to benefit the community.

The variance requested is the minimum variance necessary to allow reasonable use of the property.

Use of existing facilities is essential to continued school operations and sound financial planning..

- **A Variation is requested to waive the requirement for a full traffic and parking study.**

The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.

Student and staff counts will not increase with the gymnasium addition and will not impact traffic parking.

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.

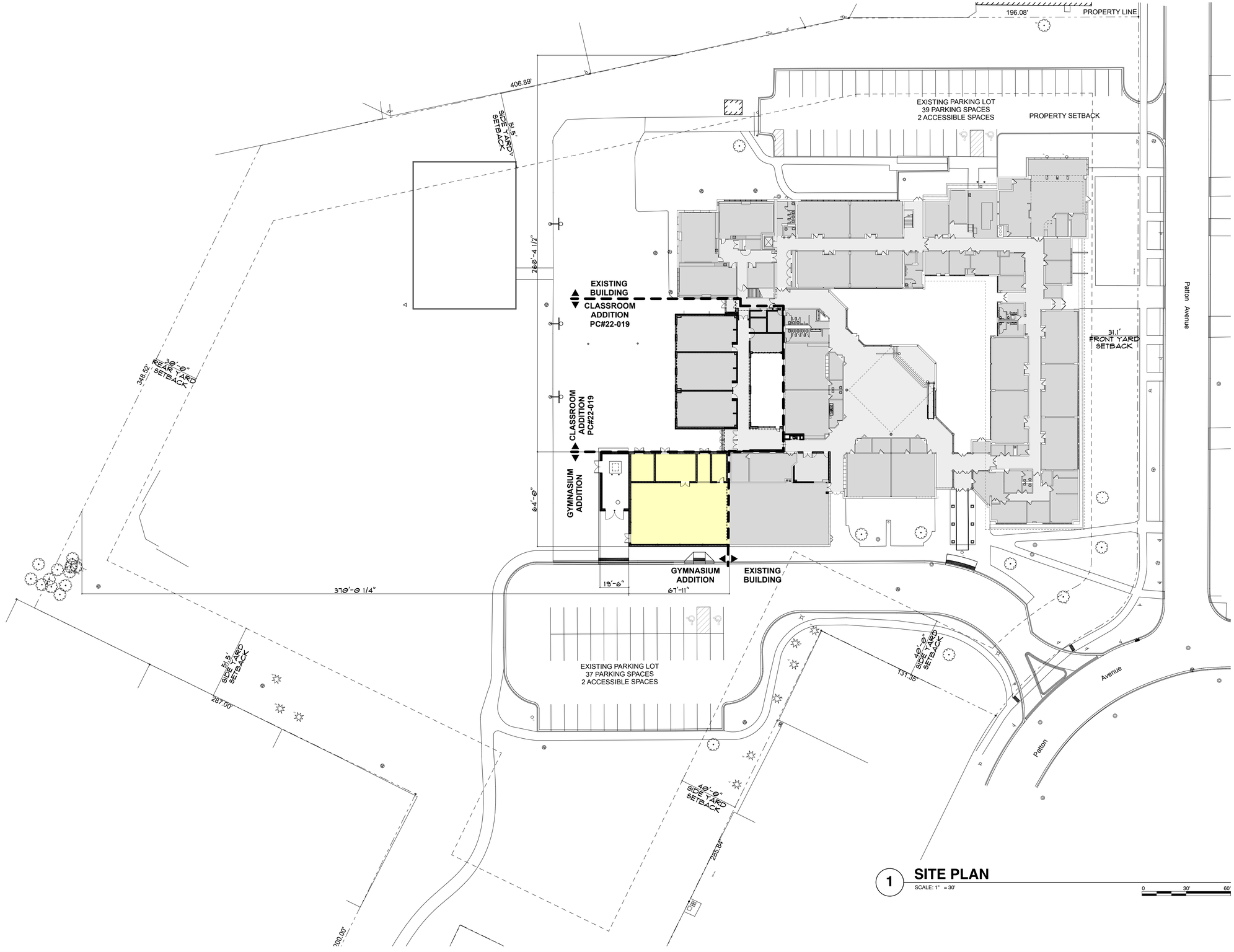
The gym addition will allow use of the existing building with improved physical education space.

The proposed variation is in harmony with the spirit and intent of this Chapter.

Parking and traffic needs will not change with the gym addition as student and staff counts will not increase.

The variance requested is the minimum variance necessary to allow reasonable use of the property.

The gym addition will provide improved physical education space for students without impacting traffic and parking.



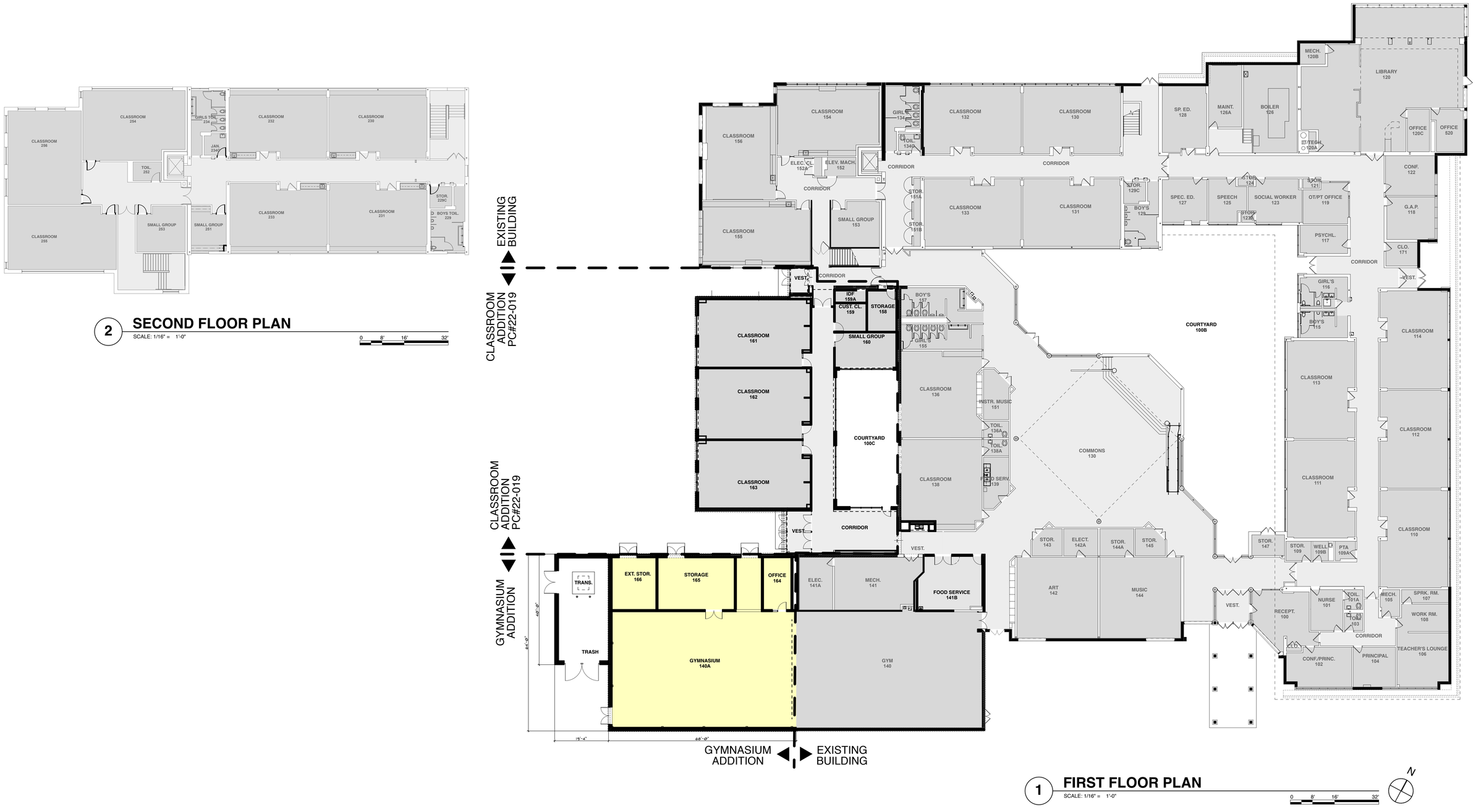
SITE PLAN

STR Partners, LLC
350 West Ontario Street | Suite 200
Chicago, IL 60654
www.strpartners.com

PATTON ELEMENTARY SCHOOL ADDITION AND RENOVATIONS

1616 N. Patton Avenue, Arlington Heights, IL 60004

ARLINGTON HEIGHTS SCHOOL DISTRICT 25
6/27/23



2 **SECOND FLOOR PLAN**
SCALE: 1/16" = 1'-0"
0 8' 16' 32'

1 **FIRST FLOOR PLAN**
SCALE: 1/16" = 1'-0"
0 8' 16' 32'

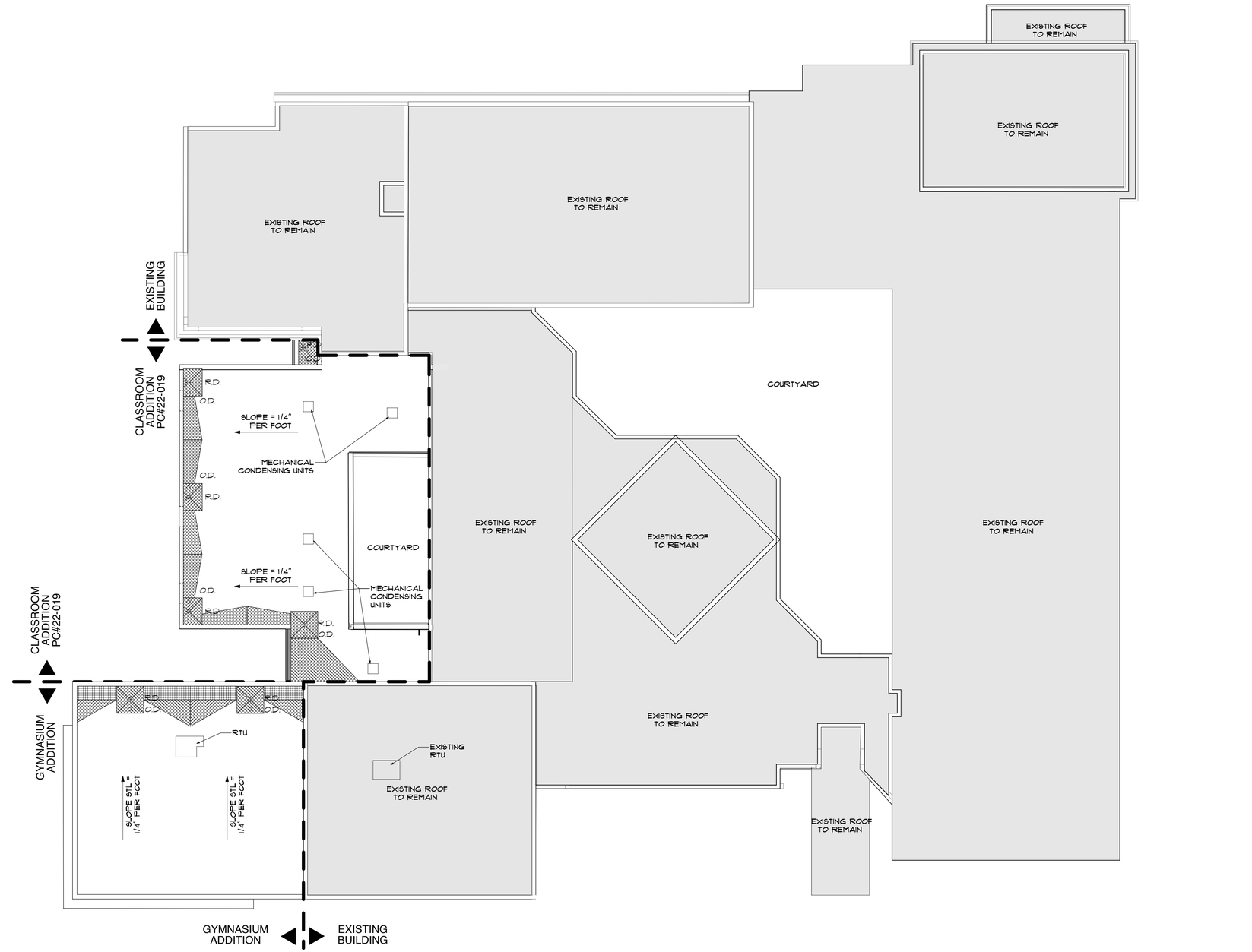
N

FLOOR PLANS

STR Partners, LLC
350 West Ontario Street | Suite 200
Chicago, IL 60654
www.strpartners.com

PATTON ELEMENTARY SCHOOL ADDITION AND RENOVATIONS
1616 N. Patton Avenue, Arlington Heights, IL 60004

ARLINGTON HEIGHTS SCHOOL DISTRICT 25
6/27/23



1 **PROPOSED ROOF PLAN**

SCALE: 1/16" = 1'-0"

0 8' 16' 32'

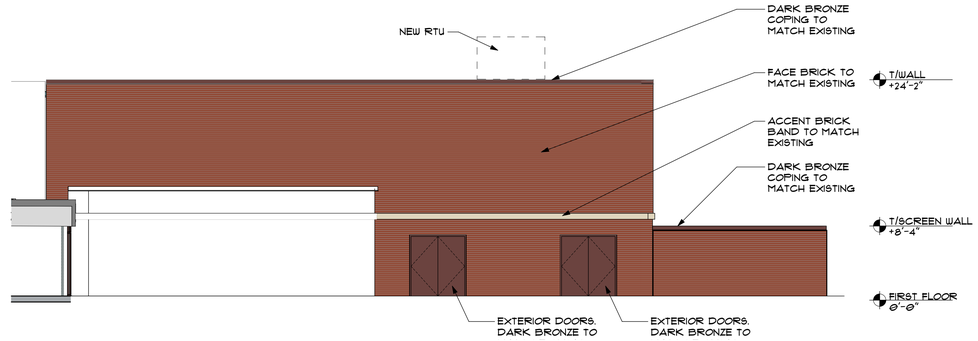
ROOF PLAN

STR

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350 West Ontario Street | Suite 200
Chicago, IL 60654
www.strpartners.com

PATTON ELEMENTARY SCHOOL ADDITION AND RENOVATIONS
1616 N. Patton Avenue, Arlington Heights, IL 60004

ARLINGTON HEIGHTS SCHOOL DISTRICT 25
6/27/23



3 EXTERIOR ELEVATION - NORTH ELEVATION

SCALE: 1/8" = 1'-0"

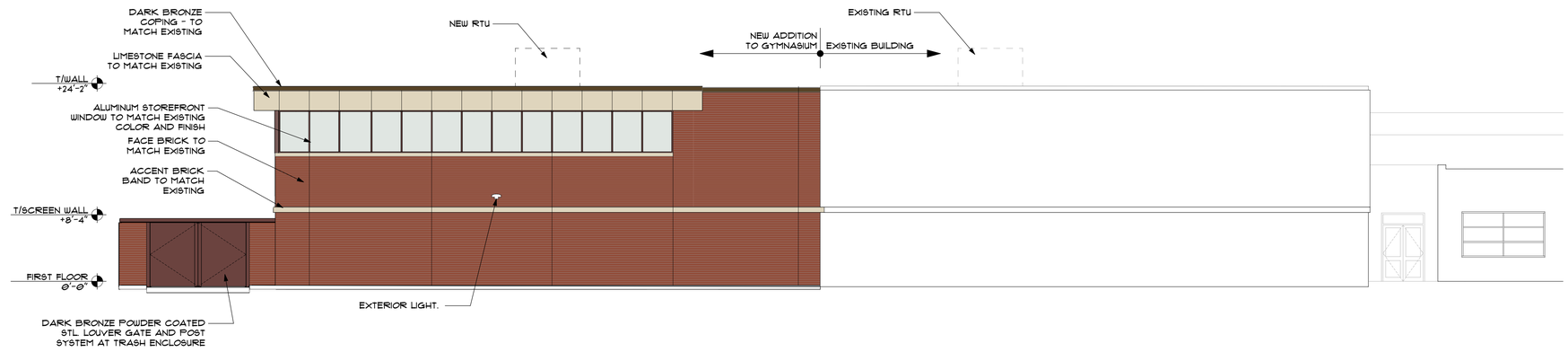
0 4' 8' 16'



2 WEST ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'



1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

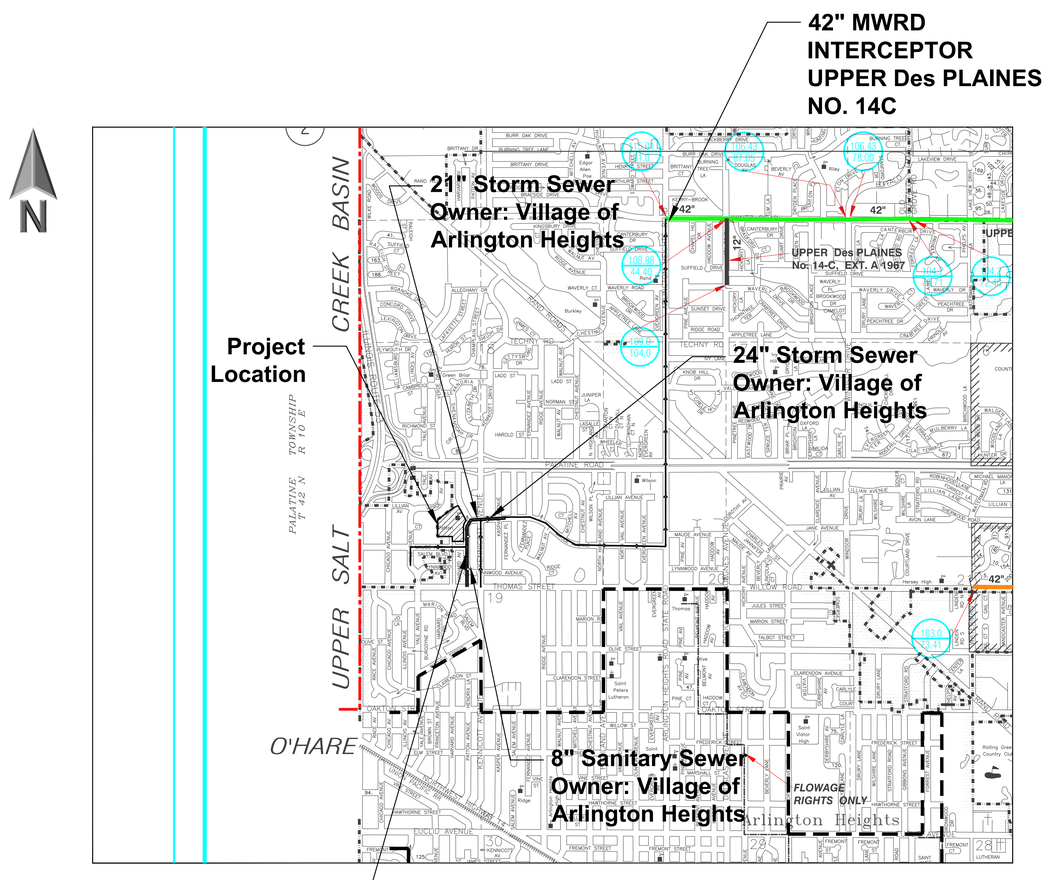
BUILDING ELEVATIONS/COLOR RENDERING

STR Partners, LLC
350 West Ontario Street | Suite 200
Chicago, IL 60654
www.strpartners.com

PATTON ELEMENTARY SCHOOL ADDITION AND RENOVATIONS
1616 N. Patton Avenue, Arlington Heights, IL 60004

ARLINGTON HEIGHTS SCHOOL DISTRICT 25
6/27/23

PATTON ELEMENTARY SCHOOL
BUILDING ADDITION AND RENOVATIONS
1616 N. Patton Ave.
Arlington Heights, IL 60004



CIVIL SHEET INDEX

C000	CIVIL COVER SHEET
C001	TOPOGRAPHIC SURVEY
C002	TOPOGRAPHIC SURVEY
C003	TOPOGRAPHIC SURVEY
C004	SITE WORK NOTES AND LEGENDS
C005	MWRD GENERAL NOTES
C101	SITE DEMOLITION PLAN
C201	SITE GEOMETRY PLAN
C301	SITE UTILITY PLAN
C401	SITE GRADING AND PAVING PLAN
C501	SITE EROSION AND CONTROL PLAN
C601	SITE WORK DETAILS
C602	SITE WORK DETAILS

LANDSCAPE SHEET INDEX

L101	Landscape Plan

EXHIBIT INDEX

CX101	EXISTING SITE COVERAGE
CX102	PROPOSED SITE COVERAGE
CX201	PROPOSED DEVELOPMENT AREA (VILLAGE SWM)
CX202	PROPOSED DEVELOPMENT AREA (MWRD SWM)
CX203	TRADE OFF AREA (VILLAGE SWM)
CX301	TRIBUTARY AREA EXHIBIT
CX401	FIRE TRUCK EXHIBIT

SURVEY PROVIDED BY:

Plat of Survey and Topography Provided By R.E. Allen and Associates, Ltd. For Eriksson Engineering Associates on November 12, 2018. Order Number F33-16.

PROJECT BENCHMARKS

Source Benchmark:
Monument Recovery Sheet
Village of Arlington Heights, IL
Location Address:
515 Palatine Road
Monument 32
3" Dia. Brass Disc In Concrete, 5" Above Ground, 44'± South Of The Centerline Of Frontage Road (Palatine Road) And 21'± East Of The Centerline Of Fernandez Avenue (Stamped 114B)
NAVD88 Elevation = 713.78
SITE BENCHMARK:
Survey Control Point, Cut "X" in Concrete Island
Elevation: 721.51 NAVD88
Easting: 1075702.92
Northing: 1981620.54

J.U.L.I.E.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123

Contact the Metropolitan Water Reclamation District of Greater Chicago 2 days before starting work.

P (708) 588-4055
E WMOJobStart@mwrd.org

DRAINAGE STATEMENT

To The Best Of Our Knowledge And Belief, It Is Our Professional Opinion That The Proposed Improvements On The Property Are Not Within One-Hundred (100) Feet Of A Known Flood Protection Area. The Drainage Of The Surface Waters Will Not Be Changed By The Construction Of This Development Or Any Part Thereof, Or That If Such Surface Water Drainage Will Be Changed, Reasonable Provisions Have Been Made For The Collection And Diversion Of Such Surface Waters Into Public Areas Or Drains Which The Property Owner Has A Right To Use, And That Such Surface Waters Will Be Planned For In Accordance With Generally Accepted Engineering Practices So As To Reduce The Likelihood Of Damage To The Adjoining Property Because Of The Construction Of The Development.

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2023

PATTON ELEMENTARY SCHOOL
BUILDING ADDITION AND RENOVATIONS
1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAY
062-071456
REGISTERED PROFESSIONAL ENGINEER
OF ILLINOIS

No.	Date	Description
	05/22/23	ISSUE FOR PLAN COMMISSION

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Design By:	Approved By:	Date:
LMR	JC	05/22/23

Sheet Title:
CIVIL COVER SHEET

Sheet No:
C000

EEA - P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan - Patton.dwg
Plotted: 5/19/23 @ 9:51am By: lrosenbauer

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PHONE (847) 223-4864
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BUILDING ADDITION AND RENOVATIONS
1616 N. PATTON AVENUE
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Design By: LMR | Approved By: JC | Date: 05/22/23

Sheet Title: TOPOGRAPHICAL SURVEY

Sheet No: C001

PLAT OF SURVEY
OF
PATTON ELEMENTARY SCHOOL– ARLINGTON HEIGHTS SCHOOL DISTRICT 25

THE PREMISES COMMONLY KNOWN AS:
PATTON SCHOOL– ARLINGTON HEIGHTS SCHOOL DISTRICT 25
1616 NORTH PATTON STREET, ARLINGTON HEIGHTS, IL 60005
PARCEL AREA= 7.600 ACRES, 331,070 SQ.FT.

PARCEL 1:
LOT A IN LYNNWOOD SUBDIVISION UNIT NO. 4, BEING A SUBDIVISION IN THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19 AND IN THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
LOT 471 IN HASBROOK SUBDIVISION UNIT NO. 5, A SUBDIVISION OF PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1960 AS DOCUMENT 17778451, IN COOK COUNTY, ILLINOIS.

EXCEPTION NOTES:
R17. DUE TO COVID-19 PANDEMIC, SOME OR ALL OF THE RECORDED DOCUMENTS NECESSARY FOR OUR REVIEW WERE NOT AVAILABLE FROM THE COOK COUNTY RECORDER'S OFFICE. AS SUCH, THE TITLE FINDING IS FOR CONVENIENCE ONLY. PLEASE CONSULT WITH YOUR LOCAL UNDERWRITER TO DISCUSS.
K18. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW THE RIGHTS INCIDENTAL THERETO AS DELINEATED OR AS OFFERED FOR DEDICATION, ON THE MAP OF SAID TRACT/PLAT; FOR PURPOSE TO INSTALL, LAY, CONSTRUCT NECESSARY EQUIPMENT TO SUPPLY TELEPHONE AND ELECTRICITY BY DOCUMENT 17109545
L19. DECLARATION OF EASEMENT RECORDED BY DOCUMENT 17794184 RELATING TO SEWER MAINS
M20. RESTRICTIONS CONTAINED IN PROTECTIVE COVENANTS RECORDED AS DOCUMENT 179368847 MADE BY HASBROOK CONSTRUCTION COMPANY, RELATING TO LAND USE AND BUILDING TYPE, ARCHITECTURAL CONTROL, COST, QUALITY, SIZE AND LOCATION OF BUILDINGS ERECTED ON LAND AND LOT AREA AND WIDTH, EASEMENTS FOR INSTALLATION.
P21. RIGHTS OF THE VILLAGE AND GOVERNMENTAL AGENCIES OF ARLINGTON HEIGHTS TO LOT 472 DEDICATED ON PLAT FOR PUBLIC USE.
Q22. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.
T23. TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A SCHOOL, WITH EXPANSION TO EXISTING EDUCATIONAL, ADMINISTRATIVE AND RECREATIONAL FACILITIES AND GRANTING CERTAIN VARIATIONS RECORDED BY DOCUMENT 91040797.
U24. TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE NOTICE OF REQUIREMENTS FOR STORM WATER DETENTION RECORDED BY DOCUMENT 91090286.

NOTE:
** SURVEY BASED ON **CHICAGO TITLE INSURANCE COMPANY** COMMITMENT NO.: **CCHI2205214LD** COMMITMENT DATE: **JULY 29, 2022**
** BASED UPON EXAMINATION OF THE FEMA MAPS IT HAS BEEN DETERMINED THAT NONE OF THE PROPERTY SHOWN HEREON IS SUBJECT TO FLOOD RISK (THE PROPERTY FALLS WITHIN A ZONE "X" AREA) AS PORTRAYED ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 17031C0201J, EFFECTIVE DATE: AUGUST 19, 2008.

Lot 471
1–Story Residence
#1722
T/F=724.96

Lot 472
PATTON ELEMENTARY SCHOOL
#1616
PARCEL 2
PIN: 03–19–108–035

Lot 473
1–Story Residence
#1542
T/F=723.97

Lot 474

Lot 423 | Lot 422 | Lot 421 | Lot 420 | Lot 419 | Lot 418

Patton Avenue

Found 1" Iron Pipe
Found 7/8" Iron Pipe 0.13'W. of corner

N 63°36'16" E 196.06'
S 26°05'01" E 358.41'
131.54' S 89°52'07" W
R=50.00' L=64.64'
R=196.00' L=91.70'

SITE BENCHMARK
CUT "X" IN CONCRETE ISLAND
NAVD88 ELEV.=721.51

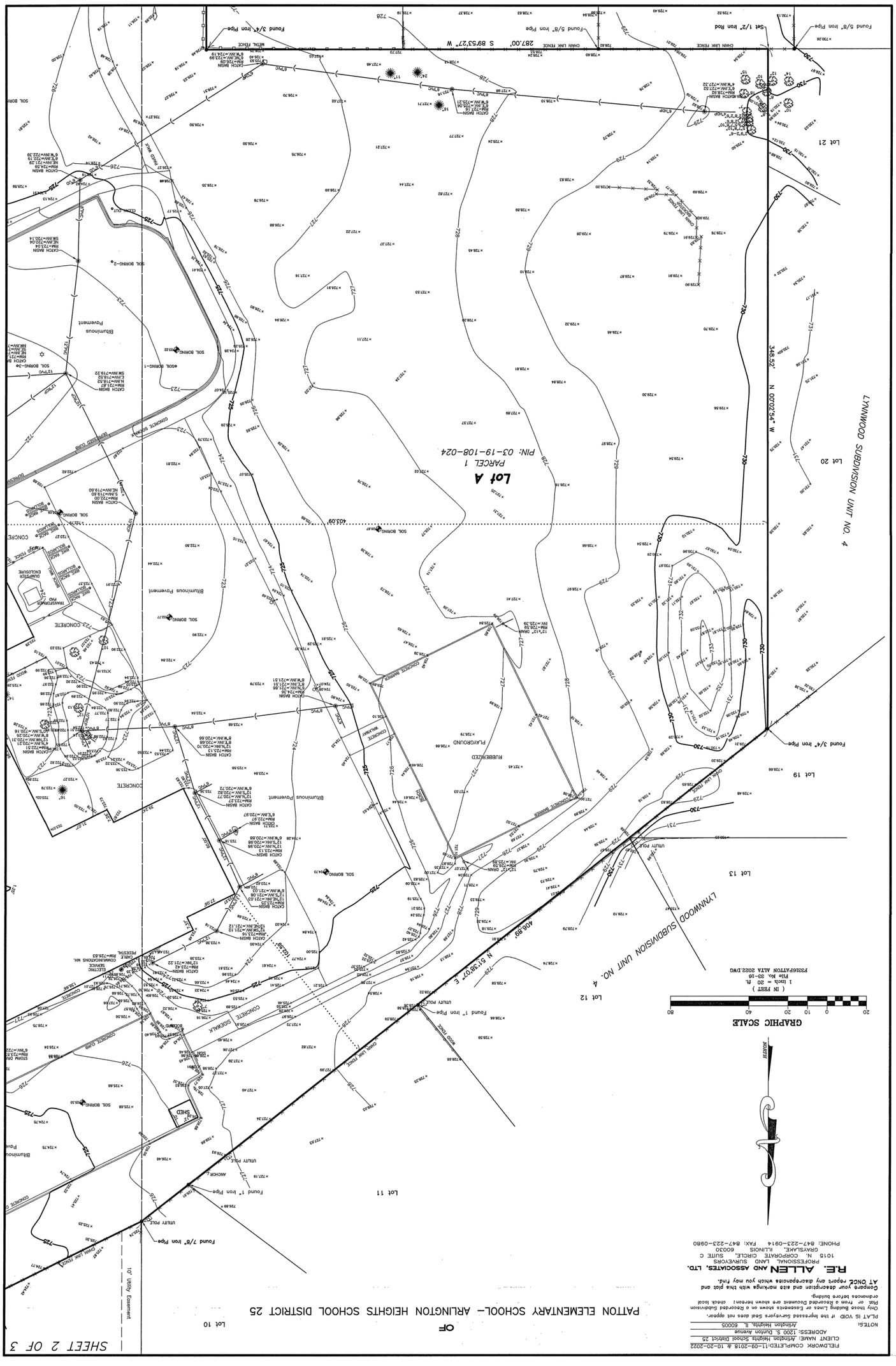
GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.
File No. 33-16
F3316PATTON ALTA 2022.DWG

FIELDWORK COMPLETED:11-09-2018 & 10-20-2022
CLIENT NAME: Arlington Heights School District 25
ADDRESS: 1200 S. Dunton Avenue
Arlington Heights, IL 60005

NOTES:
PLAT IS VOID if the Impressed Surveyors Seal does not appear.
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

EEA - P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Stephan - Patton.dwg
Plotted: 5/19/23 @ 9:51am By: rosenbower



NOTES:
ADDRESS: 1200 S. Dunton Avenue
CLIENT NAME: Arlington Heights School District 25
Arlington Heights, IL 60005

PATTON ELEMENTARY SCHOOL
BUILDING ADDITION AND RENOVATIONS
1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:
JOSHUA J. CARD
062-071456
REGISTERED PROFESSIONAL ENGINEER
OF ILLINOIS

No.	Date	Description
	05/22/23	ISSUE FOR PLAN COMMISSION

Design By: LMR
Approved By: JC
Date: 05/22/23

Sheet Title: TOPOGRAPHICAL SURVEY

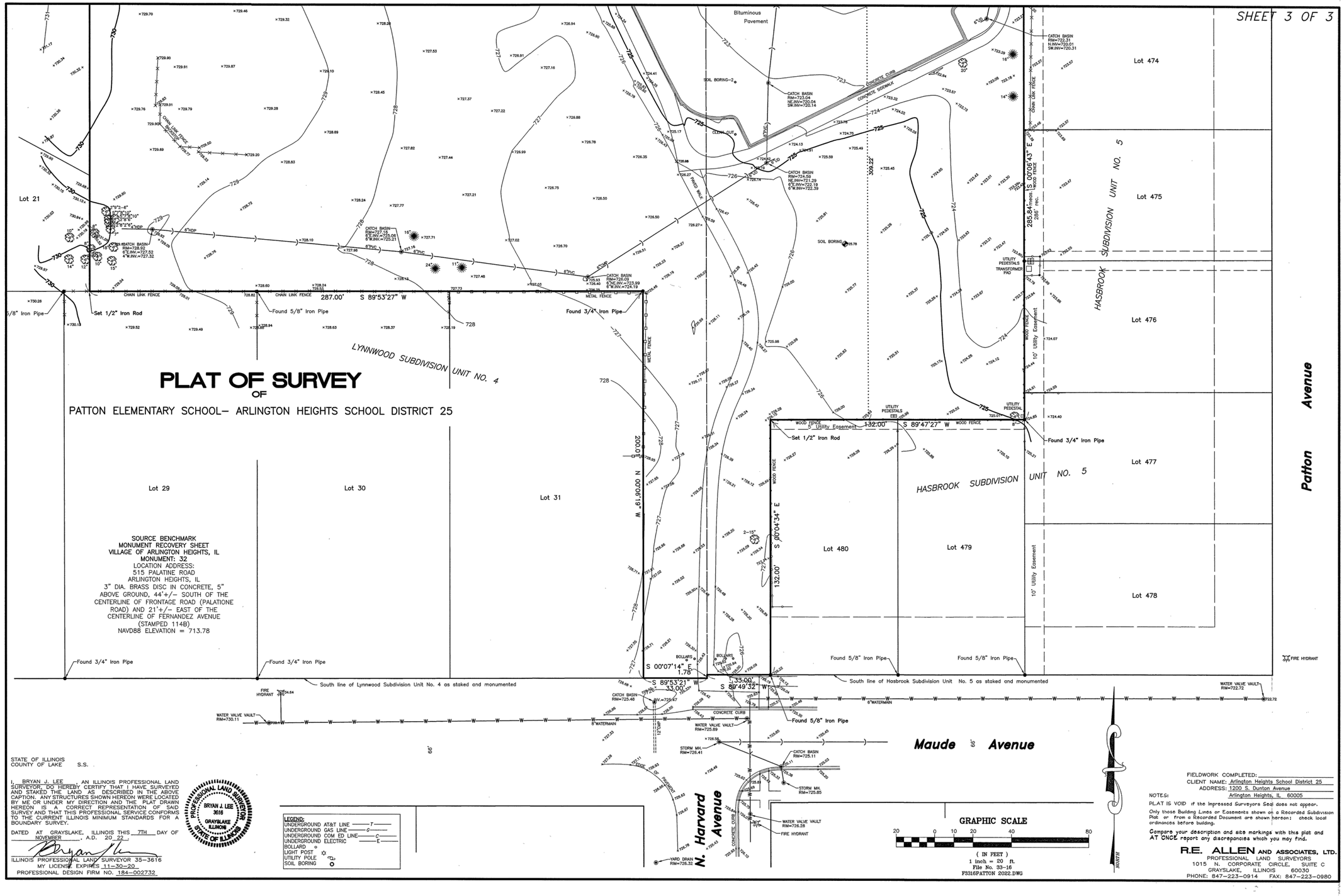
Sheet No: C002

ERIKSSON ENGINEERING ASSOCIATES, LTD.
105 CONSUMER DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSED BY ILLINOIS
EXPIRES: 04/30/2023

PLAT OF SURVEY

OF

PATTON ELEMENTARY SCHOOL– ARLINGTON HEIGHTS SCHOOL DISTRICT 25



SOURCE BENCHMARK
MONUMENT RECOVERY SHEET
VILLAGE OF ARLINGTON HEIGHTS, IL
MONUMENT: 32
LOCATION ADDRESS:
515 PALATINE ROAD
ARLINGTON HEIGHTS, IL
3" DIA. BRASS DISC IN CONCRETE, 5" ABOVE GROUND, 44'+/– SOUTH OF THE CENTERLINE OF FRONTAGE ROAD (PALATIONE ROAD) AND 21'+/– EAST OF THE CENTERLINE OF FERNANDEZ AVENUE
(STAMPED 114B)
NAVD88 ELEVATION = 713.78

STATE OF ILLINOIS
COUNTY OF LAKE S.S.

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED THE LAND AS DESCRIBED IN THE ABOVE CAPTION. ANY STRUCTURES SHOWN HEREON WERE LOCATED BY ME OR UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT GRAYSLAKE, ILLINOIS THIS 7TH DAY OF NOVEMBER, A.D. 20 22.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-20
PROFESSIONAL DESIGN FIRM NO. 184-002732

PROFESSIONAL LAND SURVEYOR BRYAN J. LEE 3616 GRAYSLAKE ILLINOIS STATE OF ILLINOIS

LEGEND:
UNDERGROUND AT&T LINE —T—
UNDERGROUND GAS LINE —G—
UNDERGROUND COM ED LINE —C—
UNDERGROUND ELECTRIC —E—
BOLLARD
LIGHT POST
UTILITY POLE
SOIL BORING

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.
File No. 33-16
F3316PATTON 2022.DWG

FIELDWORK COMPLETED:
CLIENT NAME: Arlington Heights School District 25
ADDRESS: 1200 S. Dunton Avenue
Arlington Heights, IL 60005

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Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

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145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2023

PATTON ELEMENTARY SCHOOL
BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAP 062-071456 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

No.	Date	Description
	05/22/23	ISSUE FOR PLAN COMMISSION

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Design By:	Approved By:	Date:
LMR	JC	05/22/23

Sheet Title:
TOPOGRAPHICAL SURVEY

Sheet No:
C003

EEA – P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Steplan – Patton.dwg
Plotted: 5/19/23 @ 9:52am By: rosenbauer

GENERAL NOTES

1. *The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and/or Subsurface Features Are Different Than Shown On The Drawings.*
2. *Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.*
3. ***Contractor Shall Provide Private Utility Locating Services for the Project Area.***
4. *Notify The Owner, Engineer and The* ***Village of Arlington Heights*** *A Minimum of 48 Hours In Advance of Performing Any Work.*
5. *All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.*
6. *These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly.* ***Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.***
7. *No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.*
8. *The Engineer Is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.*
9. ***Provide An As-built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.***
10. *The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.*

DEMOLITION NOTES

1. *All Signs to Be Removed Shall Be Salvaged and Stored in the Owner's Facility for Future Use as Applicable.*
2. *Keep All* ***Village Of Arlington Heights*** *Streets Free and Clear of Construction Related Dirt/Dust/Debris.*
3. *Coordinate Existing Utility Removal with Local Authorities and Utility Companies Having Jurisdiction.*
4. *Coordinate Removal of Overhead Wires And Utility Poles With Authorities Having Jurisdiction And Respective Utility Providers.*
5. *The Existing Building is to Remain Operational During Construction. Therefore, the Temporary Relocation of All Necessary Utilities Serving the Existing Building Shall Be Coordinated Prior to the Commencement of Construction Operations.*
6. *All Sawcutting Shall be Full Depth to Provide a Clean Edge to Match New Construction. Match Existing Elevations at Points of Connection for New and Existing Pavement, Curb, Sidewalks, etc. All Sawcut Locations Shown Are Approximate and May Be Field Adjusted to Accommodate Conditions, Joints, Material Type, etc. Remove Minimum Amount Necessary for Installation of Proposed Improvements.*
7. *Provide and Maintain All Necessary Traffic Control and Safety Measures Required During Demolition and Construction Operations Within or Near the Public Roadway.*
8. *All Light Poles to Be Removed From Private Property Shall Be Removed in Their Entirety, Including Base and All Appurtenances. Coordinate Abandonment of Electrical Lines With Electrical Engineer and Owner Prior to Demolition.*
9. *Perform Tree Pruning In All Locations Where Proposed Pavement And/Or Utility Installation Encroach Within The Existing Drip Line Of Trees To Remain. All Trenching Within The Drip Line Of Existing Trees To Remain Shall Be Done Radially Away From Trunk If Roots In Excess Of 1" Diameter Are Exposed. Roots Must Be Cut By Reputable Tree Pruning Service Prior To Any Transverse Trenching. Obtain Approval Of The Architect Prior To Operations For A Variance From This Procedure.*
10. *Coordinate Tree Removal with Landscape Architect. All Trees To Be Removed Shall Be Removed In Their Entirety and Stumps Shall Be Ground to Proposed Subgrade. Use As Mulch for Proposed Landscaping Where Applicable and Acceptable to Architect.*
11. *Provide Tree Protection Fencing Prior To Construction Operations. Maintain Throughout Construction.*

GEOMETRY NOTES

1. *All Dimensions Contained Herein Reference Back Of Curb, Face Of Retaining Wall, Edge Of Pavement, Center of Structure And Outside Face Of Building Foundation Unless Otherwise Noted.*
2. *All Pavement Striping Shall Be 4" Wide Yellow Paint Per Specifications,* ***Two Coats for Latex Paints.*** *All Cross Hatch Striping Shall Be 45° At 2'-0" Centers.*
3. *All Accessible Parking Signs (R7-8) Must Be Placed at the Center of the Space and Within 5 Feet of the Space.*
4. *Refer to Architectural Drawings for Exact Locations of All Buildings.*
5. *Refer to Architectural Drawings for Locations and Details of All Permanent Site Fencing.*
6. *Traffic Sign Posts Shall Be Breakaway Green U-Channel Posts, 2-lb/ft, 11 Gauge Steel, Embedded 42" Minimum Into Ground.*

UTILITY NOTES

1. *Utility Service Lines as Shown Hereon are Approximate. Coordinate The Exact Locations With The Plumbing Drawings. Coordinate The Locations With The Plumbing Contractor and/or the Owner's Construction Representative Prior to Installation of Any New Utilities.*
2. *Refer to Plumbing Drawings for Continuation of All Utilities Within 5 Feet of Building Face.*
3. *Field Verify Invert & Locations of Existing Utility Mains Prior to Installing Any On-Site Utilities or Structures. All Elevations and Inverts Referencing Said Utility Shall Be Field Verified Prior To Installation Of Any New Structures Or Utilities, and Adjustments Shall Be Made as Necessary. Contact Engineer Prior to Installation if Discrepancy Exists With These Drawings.*
4. *Coordinate the Relocation Of Any Utilities Encountered And Replacement Of Any Utilities Damaged Within Influence Zone Of New Construction. Contact Engineer If The Existing Utilities Vary Appreciably From The Plans.*
5. *All Water Main and Services Shall Be Installed at a Minimum Depth of 5.5' From Top of Finished Ground Elevation to Top of Main.*
6. *Protection of water supplies shall be as described in Section 370.350 of the Illinois Recommended Standards for Sewage Works or Section 41-2.01 of the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.*
7. *Clean Out All Existing and Proposed Storm Inlets and Catch Basins at the Completion of Construction.*
8. *Provide Adequate Coupling Device and/or Oversized Concrete Flared-End Section to Accommodate HDPE Storm Sewer.*
9. *The "Standard Specifications for Water and Sewer Main Construction in Illinois", Current Edition Shall Govern Work Where Applicable.*
10. ***Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.***

STRUCTURE NOTES

1. *All Catch Basins to Be Installed in Paved Areas Shall Have Neenah R2504-D Frame & Grate or Approved Equal.*
2. *All Catch Basins to Be Installed in Landscaped Areas Shall Have* ***Neenah R4340-B Frame & Grate*** *or Approved Equal. For Cone Sections Install a Minimum of 4" Grade Rings For Topsoil Respread. For Flat Slab Tops Install the Following Minimum Height of Grade Rings:*
   - *4' Diameter Structure- 4"*
   - *5' Diameter Structure- 6"*
   - *6' Diameter Structure- 8"*
3. *All Catch Basins to Be Installed Along Curb and Gutter (B-6.12) Shall Have Neenah R3281-A Frame & Grate or Approved Equal.*
4. *All Catch Basins to Be Installed Along Depressed Curb and Gutter (Dep B-6.12) Shall Have East Jordan Iron Works 5120 Catch Basin Inlet Frame and Grate, or Approved Equal.*
5. *Where Structures are Shown Along the Curbline, Unless Specifically Stated Otherwise, It is Intended That the Frame of the Structure Is To Fall Within the Flowline Of The Gutter or at the Pavement Edge Where No Gutter Exists.*
6. *All Manholes Shall Have Neenah R1713-B Frame & Closed Lid or Approved Equal, with "Storm" or "Sanitary" Imprinted as Appropriate.*
7. *For All Structures Indicated to be Adjusted, Remove and Install Adjusting Rings, Cone Section, Barrel Sections, or Flat Slab Top as Necessary.*
8. *All Flared End Sections 12" and Larger Shall Include an IDOT Standard Grate.*
9. *All Flared End Sections Shall Be Concrete.*
10. *All Sanitary Manholes Shall Include a Chimney Seal.*

GRADING NOTES

1. ***<<If not included with erosion control notes>>****Install And Maintain Silt Fence at the Perimeter of the Construction Zone.*
2. *The Grading and Construction of Proposed Improvements Shall Be Done In A Manner Which Will Allow For Positive Drainage, and Not Cause Ponding of Stormwater on the Surface of Proposed Improvements.*
3. *All Landscaped Areas Disturbed By Construction Shall Be Respread With 6 Inches (Min.) to 12 Inches (Max.) Topsoil and* ***Sodded*** *Unless Noted Otherwise On The Landscape Drawings.*
4. *Refer to Architectural Drawings for Locations and Patterns of Expansion and Control Joints in Concrete Pavement and Sidewalks.*
5. *Accessible Parking Spaces and Loading Spaces Shall Be Sloped at Maximum 2.0% in Any Direction. Maximum Sidewalk Cross Slopes Shall be 2.0%. Maximum Longitudinal Sidewalk Slope Shall Be 4.9%. Contact Engineer if Conflicts Exist.*
6. ***Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.***

SOIL EROSION & SEDIMENTATION CONTROL NOTES

1. *Illinois Urban Manual Shall Govern All Soil Erosion and Sediment Control, and Related Work.*
2. ***Contractor Shall Be Responsible for Compliance With IEPA NPDES and ILR10 Permit Requirements for Project.***
3. *Soil Disturbance Shall Be Conducted in Such a Manner as To Minimize Erosion. Soil Stabilization Measures Shall Consider the Time of Year, Site Conditions, and the Use of Temporary or Permanent Measures.*
4. *Soil Erosion and Sediment Control Features Shall Be Constructed Prior to the Commencement of Upland Disturbance.*
5. *Temporary Soil Stabilization Shall Be Applied to Topsoil Stockpiles and Disturbed Areas, Where Construction Activity Will Not Occur For A Period of More Than 14 Calendar Days. Temporary Measures Shall Be Applied Within 7 Calendar Days of the End of Active Hydrologic Disturbance. The Sediment Control Measures Shall Be Maintained On A Continuing Basis Until The Site Is Permanently Stabilized And All Inspections Are Complete. Permanent Stabilization Shall Be Completed Within 14 Days after Completion of Final Grading of Soil.*
6. *All Temporary And Permanent Erosion Control Measures Shall Be Removed Within 30 Days After Final Site Stabilization Is Achieved Or After The Temporary Measures Are No Longer Needed. Trapped Sediment And Other Disturbed Soil Areas Shall Be Permanently Stabilized.*
7. *Final Site Stabilization Is Defined By The EPA General Permit As Meaning That All Soil Disturbing Activities At The Site Have Been Completed, And That A Uniform Perennial Vegetative Cover With A Density Of 70 Percent Of The Cover For Unpaved Areas Not Covered By Permanent Structures Has Been Established Or Equivalent Permanent Stabilization Measures (Such As The Use Of Riprap, Gabions, Or Geotextiles) Have Been Employed.*
8. ***All Storm Sewer Structures That Are, Or Will Be, Functioning During Construction Shall Be Protected, Filtered, Or Otherwise Treated To Remove Sediment. The General Contractor Shall Use "Catch-All" Inlet Protectors (or equal) and Filter Wattles Around The Grate In Landscaped Areas And "Catch-All" Inlet Protectors (or equal) In Paved Areas To Prevent Siltation.***
9. ***All Storm Sewer Structures That Are, Or Will Be, Functioning During Construction Shall Be Protected, Filtered, Or Otherwise Treated To Remove Sediment. The General Contractor Shall Use and Maintain "Dandy Pop" Inlet Protectors (or equal) and Filter Wattles Around The Grate In Landscaped Areas And "Catch-All" Inlet Protectors (or equal, such as Pork Chop Sediguard) In Paved Areas To Prevent Siltation and Discharge Into Waterways.***
10. *All Temporary And Permanent Sediment And Erosion Control Measures Must Be Maintained, Repaired, And Inspected In Conformance With All Applicable IEPA-NPDES Phase II* ***And Lake County DECI Requirements.***
11. *Following The Termination Of Construction Activities And Issuance Of The Required "Notice Of Termination", The Permittees Must Keep A Copy Of The Storm Water Pollution Prevention Plan, Inspection Reports, And Records Of All The Data Used To Complete The Notice Of Intent For A Period Of At Least Three Years Following Final Stabilization.*
12. *Install And Maintain Silt Fence At The Perimeter Of The Construction Zone And Wetland Areas And As Shown On The Plans. Maintain Silt Fence Throughout Construction And Until Vegetation Has Been Fully Established.*
13. ***Contractor*** *Shall Provide Qualified Soil Erosion and Sediment Control Inspector Services in Accordance with NPDES and Governmental Requirements. Inspections Shall Occur at Every Seven Calendar Days Or Within 24 Hours of a 0.5" or Greater Rainfall Event. Engineer Shall Be Copied on Inspection Logs.*
14. *The Erosion Control Measures Indicated On The Drawings Are The Minimum Requirements. Additional Measures May Be Required As Directed By The Qualified Soil and Erosion Sediment and Control Inspector Or Governing Agency.*
15. *Unless Otherwise Indicated on the Drawings, Stabilize All Disturbed Ground Areas Where Slopes Exceed 6:1 or Within Swales with North American Green Biolket SC150BN Erosion Control Blanket, or Approved Equal.*
16. *Report Releases of Reportable Quantities of Oil or Hazardous Materials If They Occur In Accordance with IEPA NPDES Requirements.*
17. *All Concrete Washout Shall Conform To The "Temporary Concrete Washout Facility" Standards (Code 954) of the Illinois Urban Manual, Latest Edition.*
18. *If Necessary, The SWPPP Shall Be Modified To Reflect Changes Required During The Effective Period Of The IEPA NPDES General Permit No ILR10 and Local and County Permits.*
19. *Dewatering of Excavations Shall be Performed in a Manner Such as Through the use of Filter Bags or Polymer Treated Dewatering Swales, so as to Not Discharge Sediment Laden Water Into Storm Sewers Tributary to Open Water.*

INTENDED SEQUENCE OF MAJOR SEDIMENT AND EROSION CONTROL MEASURES

1. *Install Stabilized Construction Entrance*
2. *Install All Downslope and Sideslope Perimeter Controls Before Commencement of Any Ground Disturbing Activity.*
3. *Do Not Disturb An Area Until It Is Necessary For Construction To Proceed.*
4. *Cover and Stabilize Disturbed Areas As Soon As Possible.*
5. *When Practical, Time Construction Activities To Limit Impact From Seasonal Climate Changes or Weather Events.*
6. *Construct Sedimentation Basins and Structures.*
7. *Perform Grading Operations and Installation of Site Infrastructure and Pavement.*
8. *Install Permanent Seeding and Plantings.*
9. *Remove Accumulated Sediment From Basins and Along Silt Fence.*
10. *Construction of Infiltration Measures Shall Take Place Following Stabilization of Upstream Drainage Areas.*
11. *Remove Temporary Sediment and Erosion Control Measures Following Final Stabilization of All Disturbed Areas.*

LEGEND

EXISTING	PROPOSED
Manhole	
Catch Basin	
Inlet	
Area Drain	
Clean Out	$O_{C.O.}$
Flared End Section	
Storm Sewer	
Sanitary Sewer	
Combined Sewer	
W Water Main	W
G Gas Line	G
OH Overhead Wires	OH
E Electrical Cable (Buried)	E
T Telephone Line	T
Fire Hydrant	
Valve Vault	
Buffalo Box	B_B
Downspout	O_{DS}
Bollard	O_{BOL}
Gas Valve	
Gas Meter	
Electric Meter	
ComEd Manhole	
Hand Hole	
Light Pole	
Light Pole w/ Mast Arm	
Utility Pole	
Telephone Pedestal	
Telephone Manhole	
Sign	
Fence	
Accessible Parking Stall	
Curb & Gutter	
Depressed Curb	
x C 782.50 Curb Elevation	C 782.50
x G 782.00 Gutter Elevation	G 782.00
x P 783.25 Pavement Elevation	P 783.25
x W 782.10 Sidewalk Elevation	W 782.10
x 784.0 Ground Elevation	x 784.0
x T/W 785.20 Top of Retaining Wall Elevation	T/W 785.20
Swale	
781 Contour Line	781
Deciduous Tree	
Coniferous Tree	
Brushline	
Tree Protection Fencing at Drip Line	

DEMOLITION LEGEND

- Utility Line Removal
- Bituminous Pavement Removal (Full Depth)
- Concrete Pavement Removal (Full Depth)
- Pavement Sawcut
- XX XX Curb & Gutter Removal
- X Structure Removal
- Tree Removal

PAVING & SURFACE LEGEND

- **Asphalt Pavement Section**
  1 1/2" Hot Mix Asphalt,Mix D, IL-9.5, N50
  2 1/2" Hot Mix Asphalt, IL-19.0, N50
  Prime Coat (0.25 gal/sq yd)
  4" Aggregate Base Course, Type B, Crushed, CA-6
  4" Drainage Course, CA-7
  Non-Woven Geotextile Fabric, 5 oz/sy
  ADD ALTERNATE: Tensar GeoGrid TX160
  (Installed per Manufacturers Specifications)
- **Concrete Driveway Section**
  8" Portland Cement Concrete
  6"x6" W2.9xW2.9 Welded Wire Fabric
  6" Aggregate Base Course, Type B, Crushed
  (Omit Welded Wire Fabric In Public ROW)
- **Concrete Sidewalk Section**
  5" Portland Cement Concrete
  6"x6" W1.4xW1.4 Welded Wire Fabric
  4" Aggregate Base Course, Type B, Crushed
  (Omit Welded Wire Fabric In Public ROW)
- **Heavy-Duty Asphalt Pavement Section**
  2" Hot Mix Asphalt,Mix D, IL-9.5, N50
  2 1/4" Hot Mix Asphalt, IL-19.0, N50
  5" Hot Mix Asphalt Binder, IL-19.0, N50
  Prime Coat (0.25 gal/sq yd)
  4" Aggregate Base Course, Type B, Crushed
  ADD ALTERNATE: Tensar GeoGrid TX160
  (Installed per Manufacturers Specifications)
- **BASE BID: Asphalt Pavement Section**
  1 1/2" Hot Mix Asphalt, Mix D, IL-9.5, N50
  2 1/2" Hot Mix Asphalt, IL-19.0, N50
  Prime Coat (0.25 gal/sq yd/yd)
  4" Aggregate Base Course, Type B, Crushed, CA-6
  4" Drainage Course, CA-7
  Non-Woven Geotextile Fabric, 5 oz/sy
  ADD ALTERNATE: Tensar GeoGrid TX160
  (Installed per Manufacturer's Specifications)
  Flush Band Curb Omitted If Base Bid Is Selected.
  ALTERNATE: UniLock Eco-Priora Permeable Paver
  Large or Small Square (TBD by Architect And/Or Owner)
  Color: Heritage Brown
  3-1/8" Paver Depth
  1-1/2" CA-16 Setting Bed
  6" Min. CA-7 (Variable Based On Pavement Slope)
  12" CA-1 Permeable Subbase
  Aggregate Subbase Stone Shall Be Wrapped In Non-Woven Geotextile Fabric As Required By The MWRD, Typ.
- Stormwater Overland Flow Path
- Ridge Line/High Point

SOIL EROSION & SEDIMENTATION CONTROL LEGEND

- Silt Fence
- Erosion Control Blanket North American Green DS75 Or Approved Equal ALL DISTURBED LANDSCAPED AREAS Unless Noted Otherwise On Landscape Plans
- Catch-All, Pork Chop Sediguard (or equal) Paved or Existing Stabilized Areas

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EXPIRES: 04/30/2023

PATTON ELEMENTARY SCHOOL BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAPP
062-071456
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

No.	Date	Description
	05/22/23	ISSUE FOR PLAN COMMISSION

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LMR	JC	05/22/23

Sheet Title:

SITE WORK NOTES AND LEGENDS

Sheet No:

C004

EEA - P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan - Patton.dwg
Plotted: 5/19/23 @ 9:52am By: lrosenbauer

A. REFERENCED SPECIFICATIONS

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PLANS:
   * STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT SS) FOR ALL IMPROVEMENTS EXCEPT SANITARY SEWER AND WATER MAIN CONSTRUCTION;
   * STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (SSWS) FOR SANITARY SEWER AND WATER MAIN CONSTRUCTION;
   * VILLAGE OF _____ MUNICIPAL CODE;
   * THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) WATERSHED MANAGEMENT ORDINANCE AND TECHNICAL GUIDANCE MANUAL;
   * IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES NOTED, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.

B. NOTIFICATIONS

1. THE MWRD LOCAL SEWER SYSTEMS SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK (CALL 708-588-4055 OR SEND EMAIL NOTIFICATION WITH PROJECT NAME, LOCATION AND PERMIT NUMBER TO WMOJOBSTART@MWRD.ORG).

2. THE VILLAGE OF _____ ENGINEERING DEPARTMENT AND PUBLIC MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH PHASE OF WORK. CONTRACTOR SHALL DETERMINE ITEMS REQUIRING INSPECTION PRIOR TO START OF CONSTRUCTION OR EACH WORK PHASE.

3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION FOR THE EXACT LOCATIONS OF UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION. IF EXISTING UTILITIES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED. CALL J.U.L.I.E. AT 1-800-892-0123.

C. GENERAL NOTES

1. ALL ELEVATIONS SHOWN ON PLANS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). CONVERSION FACTOR IS _____ FT.

2. MWRD, THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION IMPROVEMENTS.

3. THE CONTRACTOR(S) SHALL INDEMNIFY THE OWNER, ENGINEER, MUNICIPALITY, MWRD, AND THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, OR TESTING OF THIS WORK ON THE PROJECT.

4. THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY MWRD AND THE MUNICIPALITY UNLESS CHANGES ARE APPROVED BY MWRD, THE MUNICIPALITY, OR AUTHORIZED AGENT. THE CONSTRUCTION DETAILS, AS PRESENTED ON THE PLANS, MUST BE FOLLOWED. PROPER CONSTRUCTION TECHNIQUES MUST BE FOLLOWED ON THE IMPROVEMENTS INDICATED ON THE PLANS.

5. THE LOCATION OF VARIOUS UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. VERIFY LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING THE CONSTRUCTION OPERATIONS.

6. ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.

7. MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPALITY, MWRD, AND OWNER.

8. THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIFY ALL INSPECTION AGENCIES.

9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION.

10. RECORD DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS UNDERGROUND IMPROVEMENTS ARE COMPLETED. FINAL PAYMENTS TO THE CONTRACTOR SHALL BE HELD UNTIL THEY ARE RECEIVED. ANY CHANGES IN LENGTH, LOCATION OR ALIGNMENT SHALL BE SHOWN IN RED. ALL WYES OR BENDS SHALL BE LOCATED FROM THE DOWNSTREAM MANHOLE. ALL VALVES, B-BOXES, TEES OR BENDS SHALL BE TIED TO A FIRE HYDRANT.

D. SANITARY SEWER

1. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY POLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY SEWERS.

2. A WATER-TIGHT PLUG SHALL BE INSTALLED IN THE DOWNSTREAM SEWER PIPE AT THE POINT OF SEWER CONNECTION PRIOR TO COMMENCING ANY SEWER CONSTRUCTION. THE PLUG SHALL REMAIN IN PLACE UNTIL REMOVAL IS AUTHORIZED BY THE MUNICIPALITY AND/OR MWRD AFTER THE SEWERS HAVE BEEN TESTED AND ACCEPTED.

3. DISCHARGING ANY UNPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLUSHING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHIBITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY OR MWRD.

4. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS (LATEST EDITION).

5. ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM.

6. ALL DOWNSPOUTS AND FOOTING DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM.

7. ALL SANITARY SEWER PIPE MATERIALS AND JOINTS (AND STORM SEWER PIPE MATERIALS AND JOINTS IN A COMBINED SEWER AREA) SHALL CONFORM TO THE FOLLOWING:

PIPE MATERIAL	PIPE SPECIFICATIONS	JOINT SPECIFICATIONS
VITRIFIED CLAY PIPE	ASTM C-700	ASTM C-425
REINFORCED CONCRETE SEWER PIPE	ASTM C-76	ASTM C-443
CAST IRON SOIL PIPE	ASTM A-74	ASTM C-564
DUCTILE IRON PIPE	ANSI A21.51	ANSI A21.11
POLYVINYL CHLORIDE (PVC) PIPE		
6-INCH TO 15-INCH DIAMETER SDR 26	ASTM D-3034	ASTM D-3212
18-INCH TO 27-INCH DIAMETER F/DY=46	ASTM F-679	ASTM D-3212
HIGH DENSITY POLYETHYLENE (HDPE)	ASTM D-3350 ASTM D-3035	ASTM D-3261,F-2620 (HEAT FUSION) ASTM D-3212,F-477 (GASKETED)
WATER MAIN QUALITY PVC		
4-INCH TO 36-INCH	ASTM D-2241	ASTM D-3139
4-INCH TO 12-INCH	AWWA C900	ASTM D-3139
14-INCH TO 48-INCH	AWWA C905	ASTM D-3139

THE FOLLOWING MATERIALS ARE ALLOWED ON A QUALIFIED BASIS SUBJECT TO DISTRICT REVIEW AND APPROVAL PRIOR TO PERMIT ISSUANCE. A SPECIAL CONDITION WILL BE ADDED TO THE PERMIT WHEN THE PIPE MATERIAL BELOW IS USED FOR SEWER CONSTRUCTION OR A CONNECTION IS MADE.

PIPE MATERIAL	PIPE SPECIFICATIONS	JOINT SPECIFICATIONS
POLYPROPYLENE (PP) PIPE		
12-INCH TO 24-INCH DOUBLE WALL	ASTM F-2736	D-3212, F-477
30-INCH TO 60-INCH TRIPLE WALL	ASTM F-2764	D3212, F-477

8. ALL SANITARY SEWER CONSTRUCTION (AND STORM SEWER CONSTRUCTION IN COMBINED SEWER AREAS), REQUIRES STONE BEDDING WITH STONE ¼ " TO 1" IN SIZE, WITH MINIMUM BEDDING THICKNESS EQUAL TO ¼ THE OUTSIDE DIAMETER OF THE SEWER PIPE, BUT NOT LESS THAN FOUR (4) INCHES NOR MORE THAN EIGHT (8) INCHES. MATERIAL SHALL BE CA-7, CA-11 OR CA-13 AND SHALL BE EXTENDED AT LEAST 12" ABOVE THE TOP OF THE PIPE WHEN USING PVC.

9. NON-SHEAR FLEXIBLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPES OF DISSIMILAR PIPE MATERIALS.

10. ALL MANHOLES SHALL BE PROVIDED WITH BOLTED, WATERTIGHT COVERS. SANITARY LIDS SHALL BE CONSTRUCTED WITH A CONCEALED PICKHOLE AND WATERTIGHT GASKET WITH THE WORD "SANITARY" CAST INTO THE LID.

11. WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE, OR AN EXISTING MANHOLE, ONE OF THE FOLLOWING METHODS SHALL BE USED:
    a) A CIRCULAR SAW-CUT OF SEWER MAIN BY PROPER TOOLS ("SHEWER-TAP" MACHINE OR SIMILAR) AND PROPER INSTALLATION OF HUBWYE SADDLE OR HUB-TEE SADDLE.
    b) REMOVE AN ENTIRE SECTION OF PIPE (BREAKING ONLY THE TOP OF ONE BELL) AND REPLACE WITH A WYE OR TEE BRANCH SECTION.
    c) WITH PIPE CUTTER, NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER FITTING, USING "BAND SEAL" OR SIMILAR COUPLINGS TO HOLD IT FIRMLY IN PLACE.

12. WHENEVER A SANITARY/COMBINED SEWER CROSSES UNDER A WATERMAIN, THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATERMAIN SHALL BE 18 INCHES. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED SEWERS AND WATERMAINS SHALL BE MAINTAINED UNLESS: THE SEWER IS LAID IN A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION; OR THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATERMAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH, KEEPING A MINIMUM 18" VERTICAL SEPARATION. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED CANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATER MAIN, THE SEWER SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS OR IT SHALL BE ENCASED WITH A WATER MAIN QUALITY CARRIER PIPE WITH THE ENDS SEALED.

13. ALL EXISTING SEPTIC SYSTEMS SHALL BE ABANDONED. ABANDONED TANKS SHALL BE FILLED WITH GRANULAR MATERIAL OR REMOVED.

14. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES, AND SHALL BE CAST IN PLACE OR PRE-CAST REINFORCED CONCRETE.

15. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE PRECAST "RUBBER BOOTS" THAT CONFORM TO ASTM C-923 FOR ALL PIPE CONNECTIONS. PRECAST SECTIONS SHALL CONSIST OF MODIFIED GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS.

16. ALL ABANDONED SANITARY SEWERS SHALL BE PLUGGED AT BOTH ENDS WITH AT LEAST 2 FEET LONG NON-SHRINK CONCRETE OR MORTAR PLUG.

17. EXCEPT FOR FOUNDATION/FOOTING DRAINS PROVIDED TO PROTECT BUILDINGS, OR PERFORATED PIPES ASSOCIATED WITH VOLUME CONTROL FACILITIES, DRAIN TILES/FIELD TILES/UNDERDRAINS/PERFORATED PIPES ARE NOT ALLOWED TO BE CONNECTED TO OR TRIBUTARY TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS IN COMBINED SEWER AREAS. CONSTRUCTION OF NEW FACILITIES OF THIS TYPE IS PROHIBITED; AND ALL EXISTING DRAIN TILES AND PERFORATED PIPES ENCOUNTERED WITHIN THE PROJECT AREA SHALL BE PLUGGED OR REMOVED, AND SHALL NOT BE CONNECTED TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS.

18. A BACKFLOW PREVENTER IS REQUIRED FOR ALL DETENTION BASINS TRIBUTARY TO COMBINED SEWERS. REQUIRED BACKFLOW PREVENTERS SHALL BE INSPECTED AND EXERCISED ANNUALLY BY THE PROPERTY OWNER TO ENSURE PROPER OPERATION, AND ANY NECESSARY MAINTENANCES SHALL BE PERFORMED TO ENSURE FUNCTIONALITY. IN THE EVENT OF A SEWER SURCHARGE INTO AN OPEN DETENTION BASIN TRIBUTARY TO COMBINED SEWERS, THE PERMITTEE SHALL ENSURE THAT CLEAN UP AND WASH OUT OF SEWAGE TAKES PLACE WITHIN 48 HOURS OF THE STORM EVENT.

E. EROSION AND SEDIMENT CONTROL

1. THE CONTRACTOR SHALL INSTALL THE EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE APPROVED EROSION AND SEDIMENT CONTROL PLAN.

2. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL PRIOR TO HYDROLOGIC DISTURBANCE OF THE SITE.

3. ALL DESIGN CRITERIA, SPECIFICATIONS, AND INSTALLATION OF EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL.

4. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.

5. INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
    a) UPON COMPLETION OF INITIAL EROSION AND SEDIMENT CONTROL MEASURES, PRIOR TO ANY SOIL DISTURBANCE.
    b) ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.

6. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE CO-PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.

7. A STABILIZED MAT OF CRUSHED STONE MEETING THE STANDARDS OF THE ILLINOIS URBAN MANUAL SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.

8. CONCRETE WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL AND SHALL BE INSTALLED PRIOR TO ANY ON SITE CONSTRUCTION ACTIVITIES INVOLVING CONCRETE.

9. MORTAR WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ADDITION TO CONCRETE WASHOUT FACILITIES FOR ANY BRICK AND MORTAR BUILDING ENVELOPE CONSTRUCTION ACTIVITIES.

10. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN. VOLUME CONTROL FACILITIES SHALL NOT BE USED AS TEMPORARY SEDIMENT BASINS.

11. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) DAYS.

12. ALL FLOOD PROTECTION AREAS AND VOLUME CONTROL FACILITIES SHALL, AT A MINIMUM, BE PROTECTED WITH A DOUBLE-ROW OF SILT FENCE (OR EQUIVALENT).

13. VOLUME CONTROL FACILITIES SHALL NOT BE CONSTRUCTED UNTIL ALL OF THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.

14. SOIL STOCKPILES SHALL, AT A MINIMUM, BE PROTECTED WITH PERIMETER SEDIMENT CONTROLS. SOIL STOCKPILES SHALL NOT BE PLACED IN FLOOD PROTECTION AREAS OR THEIR BUFFERS.

15. EARTHEN EMBANKMENT SIDE SLOPES SHALL BE STABILIZED WITH APPROPRIATE EROSION CONTROL BLANKET.

16. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY APPROPRIATE SEDIMENT CONTROL MEASURES.

17. THE CONTRACTOR SHALL EITHER REMOVE OR REPLACE ANY EXISTING DRAIN TILES AND INCORPORATE THEM INTO THE DRAINAGE PLAN FOR THE DEVELOPMENT. DRAIN TILES CANNOT BE TRIBUTARY TO A SANITARY OR COMBINED SEWER. DRAIN TILES ALLOWED IN COMBINED SEWER AREA FOR GREEN INFRASTRUCTURE PRACTICES.

18. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE SITE INSPECTOR MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.

19. THE CONTRCTOR SHALL BE RESPONSIBLE FOR TRENCH DEWATERING AND EXCAVATION FOR THE INSTALLATION OF SANITARY SEWERS, STORM SEWERS, WATERMAINS AS WELL AS THEIR SERVICES AND OTHER APPURTENANCES. ANY TRENCH DEWATERING, WHICH CONTAINS SEDIMENT SHALL PASS THROUGH A SEDIMENT SETTLING POND OR EQUALLY EFFECTIVE SEDIMENT CONTROL DEVICE. ALTERNATIVES MAY INCLUDE DEWATERING INTO A SUMP PIT, FILTER BAG OR EXISTING VEGETATED UPSLOPE AREA. SEDIMENT LADEN WATERS SHALL NOT BE DISCHARGE TO WATERWAYS, FLOOD PROTECTION AREAS OR THE COMBINED SEWER SYSTEM.

20. ALL PERMANENT EROSION CONTROL PRACTICES SHALL BE INITIATED WITHIN SEVEN (7) DAYS FOLLOWING THE COMPLETION OF SOIL DISTURBING ACTIVITIES.

21. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED ON A YEAR-ROUND BASIS DURING CONSTRUCTION AND ANY PERIODS OF CONSTRUCTION SHUTDOWN UNTIL PERMANENT STABILIZATION IS ACHIEVED.

22. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER PERMANENT SITE STABILIZATION.

23. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, SITE INSPECTOR, OR MWRD.

TECHNICAL GUIDANCE MANUAL

10/13/2022

MWRD GENERAL NOTES

STD. DWG. NO.18

PAGE NO. 19

ERIKSSON ENGINEERING ASSOCIATES, LTD.
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PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2023

PATTON ELEMENTARY SCHOOL
BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAP
062-071456
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS

No.	Date	Description
	05/22/23	ISSUE FOR PLAN COMMISSION

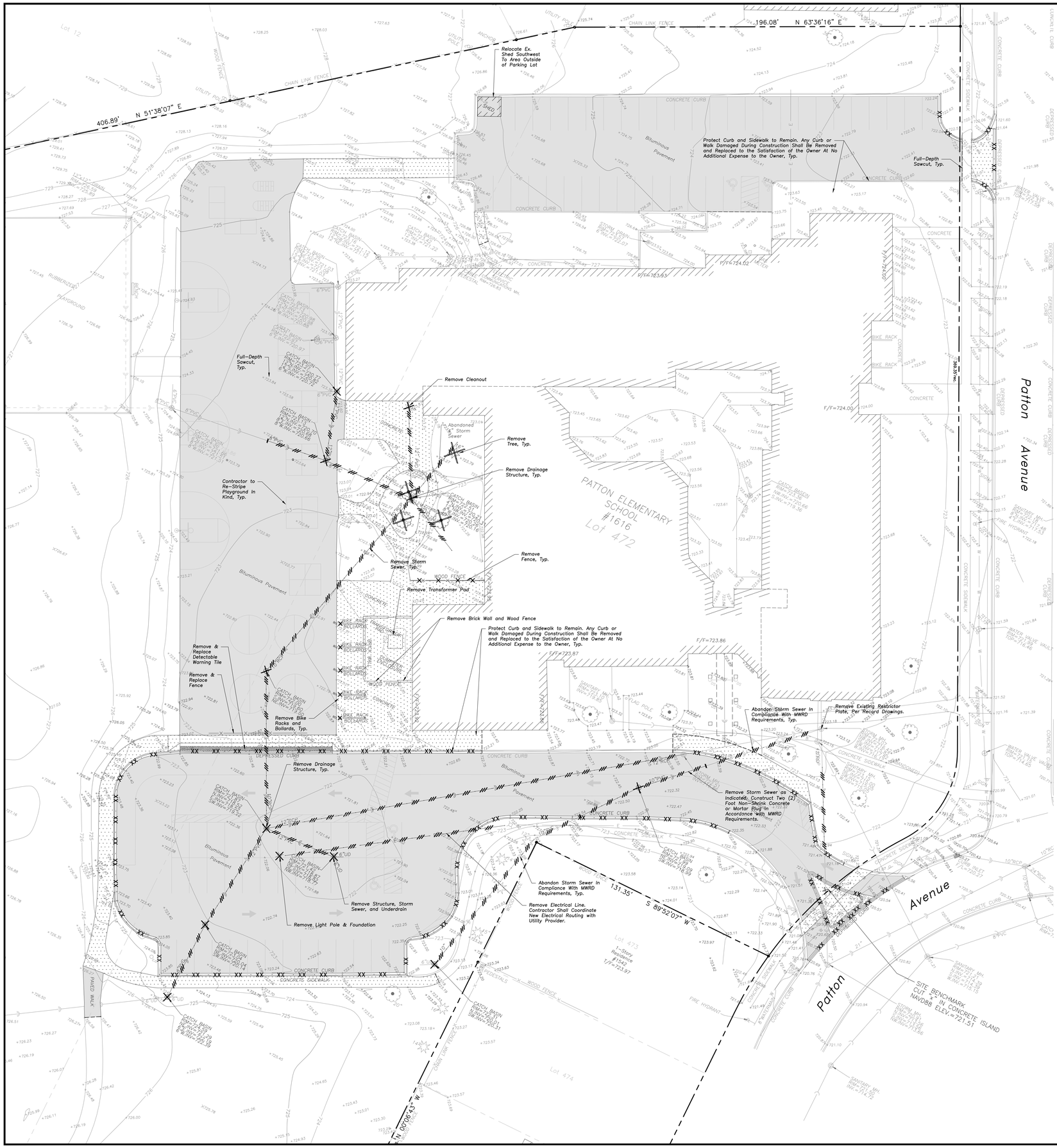
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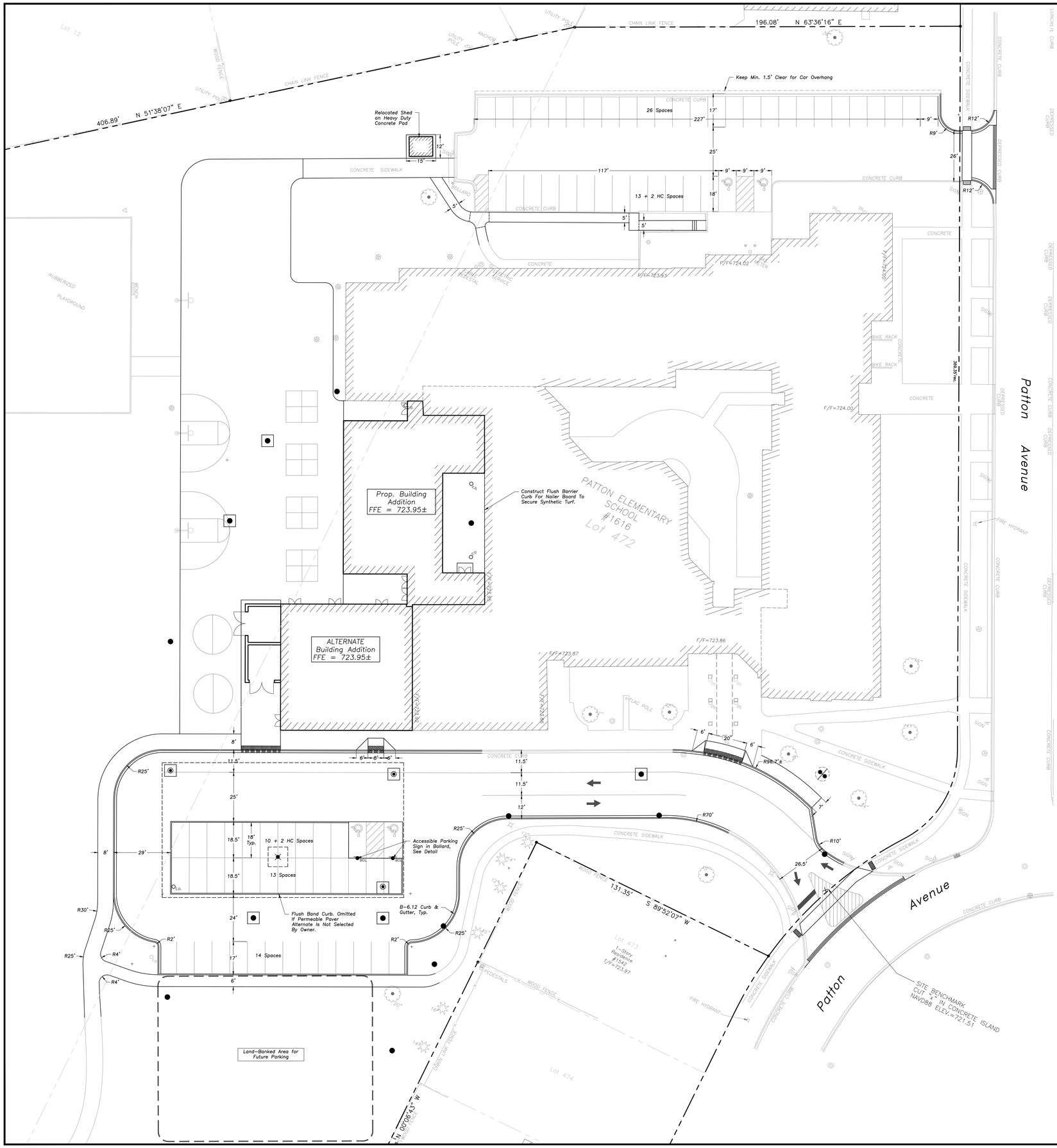
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LMR	JC	05/22/23

Sheet Title:
MWRD GENERAL NOTES

Sheet No:
C005

EEA – P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan – Patton.dwg
Plotted: 5/18/23 @ 9:53am By: rosenbauer


196.08' N 63°36'16" E
406.89' N 51°38'07" E
Relocate Ex. Shed Southwest To Area Outside of Parking Lot
Protect Curb and Sidewalk to Remain. Any Curb or Walk Damaged During Construction Shall Be Removed and Replaced to the Satisfaction of the Owner At No Additional Expense to the Owner, Typ.
Full-Depth Sawcut, Typ.
Remove Cleanout
Abandoned 4" Storm Sewer
Remove Tree, Typ.
Remove Drainage Structure, Typ.
Contractor to Re-Stripe Playground In Kind, Typ.
Remove Storm Sewer, Typ.
Remove Fence, Typ.
Remove Transformer Pad
Remove Brick Wall and Wood Fence
Remove & Replace Detectable Warning Tile
Remove & Replace Fence
Remove Bike Racks and Bollards, Typ.
Protect Curb and Sidewalk to Remain. Any Curb or Walk Damaged During Construction Shall Be Removed and Replaced to the Satisfaction of the Owner At No Additional Expense to the Owner, Typ.
Abandon Storm Sewer In Compliance With MWRD Requirements, Typ.
Remove Existing Restrictor Plate, Per Record Drawings.
Remove Drainage Structure, Typ.
Remove Storm Sewer as Indicated, Construct Two (2) Foot Non-Shrink Concrete or Mortar Plug In Accordance with MWRD Requirements.
Abandon Storm Sewer In Compliance With MWRD Requirements, Typ.
Remove Electrical Line. Contractor Shall Coordinate New Electrical Routing with Utility Provider.
Remove Structure, Storm Sewer, and Underdrain
Remove Light Pole & Foundation
PATTON ELEMENTARY SCHOOL #1616 Lot 472
Lot 473
Lot 474
1-Story Residence #1540 F/F=723.97
Patton Avenue
SITE BENCHMARK CUT "X" IN CONCRETE ISLAND NAVD88 ELEV.=721.51
131.35' S 89°52'07" W
S 00°05'43" W
F/F=724.02
F/F=723.86
F/F=723.87
F/F=724.00
Bituminous Pavement
CONCRETE CURB
CONCRETE SIDEWALK
CONCRETE
WOOD FENCE
CHAIN LINK FENCE
BIKE RACK BOLLARDS
SHED
PAVED AREA
CATCH BASIN RIM=724.03 6"W,INV=720.68
CATCH BASIN RIM=724.03 6"W,INV=720.70
CATCH BASIN RIM=724.03 6"W,INV=720.72
CATCH BASIN RIM=724.03 6"W,INV=720.74
CATCH BASIN RIM=724.03 6"W,INV=720.76
CATCH BASIN RIM=724.03 6"W,INV=720.78
CATCH BASIN RIM=724.03 6"W,INV=720.59
CATCH BASIN RIM=724.03 6"W,INV=720.61
CATCH BASIN RIM=724.03 6"W,INV=720.63
CATCH BASIN RIM=724.03 6"W,INV=720.65
CATCH BASIN RIM=724.03 6"W,INV=720.67
CATCH BASIN RIM=724.03 6"W,INV=720.69
CATCH BASIN RIM=724.03 6"W,INV=720.71
CATCH BASIN RIM=724.03 6"W,INV=720.73
CATCH BASIN RIM=724.03 6"W,INV=720.75
CATCH BASIN RIM=724.03 6"W,INV=720.77
CATCH BASIN RIM=724.03



GEOMETRY NOTES

1. *All Dimensions Contained Herein Reference Back Of Curb, Face Of Retaining Wall, Edge Of Pavement, Center of Structure And Outside Face Of Building Foundation Unless Otherwise Noted.*
2. *All Pavement Striping Shall Be 4" Wide Yellow Paint Per Specifications, **Two Coats for Latex Paints.***
3. *Refer to Architectural Drawings for Exact Locations of All Buildings.*
4. *Refer to Architectural Drawings for Locations and Details of All Permanent Site Fencing.*
5. *Traffic Sign Posts Shall Be Breakaway Green U-Channel Posts, 2-lb/ft, 11 Gauge Steel, Embedded 42" Minimum Into Ground.*

20 0 20 40 60

Scale: 1"=20'

LEGEND

EXISTING		PROPOSED
	Manhole	
	Catch Basin	
	Inlet	
	Area Drain	
$O_{C.O.}$	Clean Out	$O_{C.O.}$
	Flared End Section	
	Storm Sewer	
	Sanitary Sewer	
	Combined Sewer	
W	Water Main	W
G	Gas Line	G
OH	Overhead Wires	OH
E	Electrical Cable (Buried)	E
T	Telephone Line	T
	Fire Hydrant	
	Valve Vault	
	Buffalo Box	
O_{DS}	Downspout	O_{DS}
O_{BOL}	Bollard	O_{BOL}
	Gas Valve	
	Gas Meter	
	Electric Meter	
	ComEd Manhole	
	Hand Hole	
	Light Pole	
	Light Pole w/ Mast Arm	
	Utility Pole	
	Telephone Pedestal	
	Telephone Manhole	
	Sign	
	Fence	
	Accessible Parking Stall	
	Curb & Gutter	
	Depressed Curb	
x C 782.50	Curb Elevation	C 782.50
x G 782.00	Gutter Elevation	G 782.00
x P 783.25	Pavement Elevation	P 783.25
x W 782.10	Sidewalk Elevation	W 782.10
x 784.0	Ground Elevation	x 784.0
x T/W 785.20	Top of Retaining Wall Elevation	T/W 785.20
781	Swale	781
	Contour Line	
	Deciduous Tree	
	Coniferous Tree	
	Brushline	
	Tree Protection Fencing at Drip Line	

GENERAL NOTES

1. *The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and/or Subsurface Features Are Different Than Shown On The Drawings.*
2. *Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.*
3. ***Contractor Shall Provide Private Utility Locating Services for the Project Area.***
4. *Notify The Owner, Engineer and The **Village of Arlington Heights** A Minimum of 48 Hours In Advance of Performing Any Work.*
5. *All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.*
6. *These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. **Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.***
7. *No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.*
8. *The Engineer Is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.*
9. ***Provide An As-built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.***
10. *The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.*

SURVEY PROVIDED BY:

Plat of Survey and Topography Provided By R.E. Allen and Associates, Ltd., For Eriksson Engineering Associates on November 12, 2018. Order Number F33-16.

PROJECT BENCHMARKS

Source Benchmark:
Monument Recovery Sheet
Village of Arlington Heights, IL
Location Address:
515 Palatine Road
Monument 32
3" Dia. Brass Disc In Concrete, 5" Above Ground, 44'± South Of The Centerline Of Frontage Road (Palatine Road) And 21'± East Of The Centerline Of Fernandez Avenue (Stamped 1148)
NAVD88 Elevation = 713.78
SITE BENCHMARK:
Survey Control Point, Cut "X" in Concrete Island
Elevation: 721.51 NAVD88
Easting: 1075702.92
Northing: 1981620.54

J.U.L.I.E.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123

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EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2023

PATTON ELEMENTARY SCHOOL BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAPS
062-071456
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS

No.	Date	Description
	05/22/23	ISSUE FOR PLAN COMMISSION

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Design By:	Approved By:	Date:
LMR	JC	05/22/23

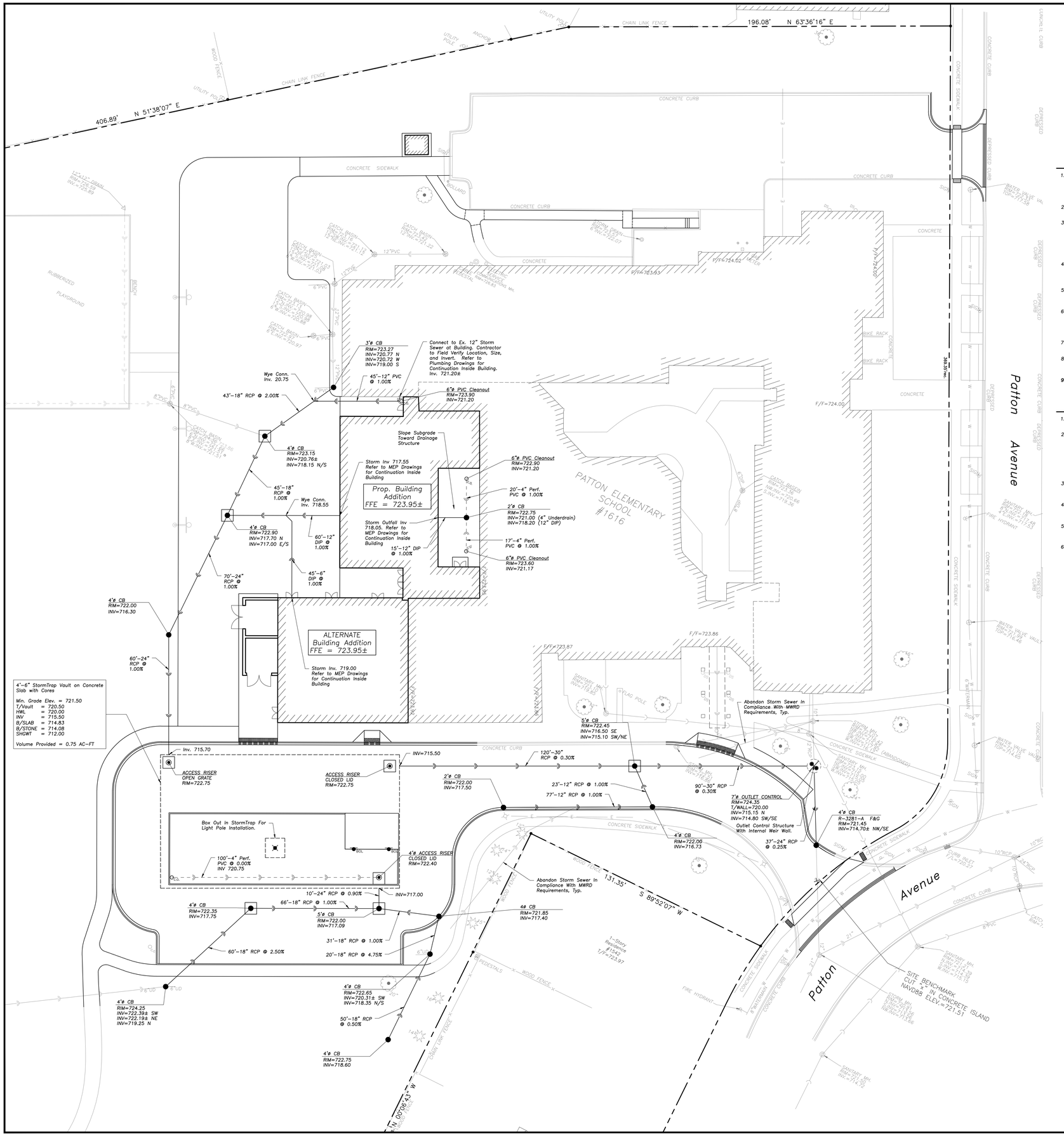
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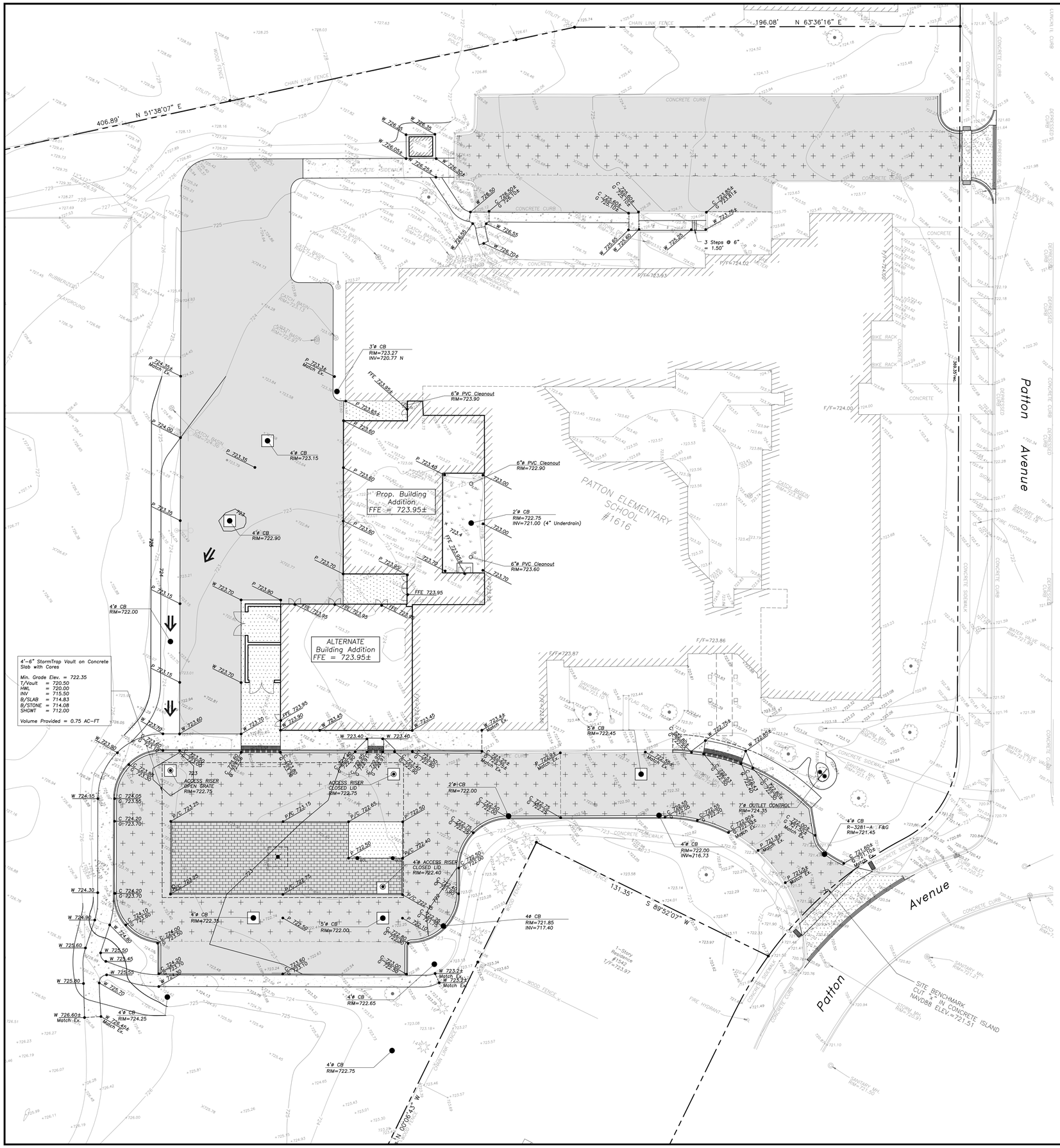
SITE GEOMETRY PLAN

Sheet No:

C201

EEA – P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan – Patton.dwg
Plotted: 5/19/23 @ 9:53am By: lrosenbauer


406.89' N 51°38'07" E
196.08' N 63°36'16" E
CHAIN LINK FENCE
WOOD FENCE
UTILITY POLE
ANCHOR
CONCRETE CURB
CONCRETE SIDEWALK
CONCRETE
BOLLARD
RUBBERIZED PLAYGROUND
FENCE
HOUSE
CATCH BASIN 6'W.INV.=721.15 12"INV.=721.03 6"W.INV.=720.93
CATCH BASIN 12"INV.=721.22
CATCH BASIN 6"E.INV.=720.97
CATCH BASIN 6"W.INV.=720.86 6"N.INV.=720.68
CATCH BASIN 6"W.INV.=721.56 6"N.INV.=721.31
6"W.INV.=723.07
6"W.INV.=723.63
6"W.INV.=723.63
6"W.INV.=723.63





GRADING NOTES

1. *The Grading and Construction of Proposed Improvements Shall Be Done In A Manner Which Will Allow For Positive Drainage, and Not Cause Ponding of Stormwater on the Surface of Proposed Improvements.*
2. *All Landscaped Areas Disturbed By Construction Shall Be Respread With 6 Inches (Min.) to 12 Inches (Max.) Topsoil and Sodded Unless Noted Otherwise On The Landscape Drawings.*
3. *Maximum Sidewalk Cross Slopes Shall be 2.0%. Maximum Longitudinal Sidewalk Slope Shall Be 4.9%. Contact Engineer If Conflicts Exist.*
4. ***Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.***

PAVING & SURFACE LEGEND

Asphalt Pavement Section
1 1/2" Hot Mix Asphalt,Mix D, IL-9.5, N50
2 1/2" Hot Mix Asphalt, IL-19.0, N50
Prime Coat (0.25 gal/sq yd)
4" Aggregate Base Course, Type B, Crushed, CA-6
4" Drainage Course, CA-7
Non-Woven Geotextile Fabric, 5 oz/sy
***ADD ALTERNATE:** Tensar GeoGrid TX160*
(Installed per Manufacturers Specifications)

Concrete Driveway Section
8" Portland Cement Concrete
6"x6" W2.9xW2.9 Welded Wire Fabric
6" Aggregate Base Course, Type B, Crushed
(Omit Welded Wire Fabric In Public ROW)

Concrete Sidewalk Section
5" Portland Cement Concrete
6"x6" W1.4xW1.4 Welded Wire Fabric
4" Aggregate Base Course, Type B, Crushed
(Omit Welded Wire Fabric In Public ROW)

Heavy-Duty Asphalt Pavement Section
2" Hot Mix Asphalt,Mix D, IL-9.5, N50
2 1/4" Hot Mix Asphalt, IL-19.0, N50
5" Hot Mix Asphalt Binder, IL-19.0, N50
Prime Coat (0.25 gal/sq yd)
4" Aggregate Base Course, Type B, Crushed
***ADD ALTERNATE:** Tensar GeoGrid TX160*
(Installed per Manufacturers Specifications)

BASE BID: Asphalt Pavement Section
1 1/2" Hot Mix Asphalt, Mix D, IL-9.5, N50
2 1/2" Hot Mix Asphalt, IL-19.0, N50
Prime Coat (0.25 gal/sq yd)
4" Aggregate Base Course, Type B, Crushed, CA-6
4" Drainage Course, CA-7
Non-Woven Geotextile Fabric, 5 oz/sy
***ADD ALTERNATE:** Tensar GeoGrid TX160*
(Installed per Manufacturer's Specifications)
Flush Band Curb Omitted If Base Bid Is Selected.

ALTERNATE: UniLock Eco-Priora Permeable Paver
Large or Small Square (TBD by Architect And/Or Owner)
Color: Heritage Brown
3-1/8" Paver Depth
1-1/2" CA-16 Setting Bed
6" Min. CA-7 (Variable Based On Pavement Slope)
12" CA-1 Permeable Subbase
Aggregate Subbase Stone Shall Be Wrapped In Non-Woven Geotextile Fabric As Required By The MWRD, Typ.

Stormwater Overland Flow Path

Ridge Line/High Point

LEGEND

EXISTING		PROPOSED
	Manhole	
	Catch Basin	
	Inlet	
	Area Drain	
O_{CO}	Clean Out	O_{CO}
	Flared End Section	
	Storm Sewer	
	Sanitary Sewer	
	Combined Sewer	
W	Water Main	W
G	Gas Line	G
OH	Overhead Wires	OH
E	Electrical Cable (Buried)	E
T	Telephone Line	T
	Fire Hydrant	
	Valve Vault	
	Buffalo Box	
O_{DS}	Downspout	O_{DS}
O_{BOL}	Bollard	O_{BOL}
	Gas Valve	
	Gas Meter	
	Electric Meter	
	ComEd Manhole	
	Hand Hole	
	Light Pole	
	Light Pole w/ Mast Arm	
	Utility Pole	
	Telephone Pedestal	
	Telephone Manhole	
	Sign	
	Fence	
	Accessible Parking Stall	
	Curb & Gutter	
	Depressed Curb	
x C 782.50	Curb Elevation	C 782.50
x G 782.00	Gutter Elevation	G 782.00
x P 783.25	Pavement Elevation	P 783.25
x W 782.10	Sidewalk Elevation	W 782.10
x 784.0	Ground Elevation	x 784.0
x T/W 785.20	Top of Retaining Wall Elevation	T/W 785.20
781	Swale	781
	Contour Line	
	Deciduous Tree	
	Coniferous Tree	
	Brushline	
	Tree Protection Fencing at Drip Line	

GENERAL NOTES

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SURVEY PROVIDED BY:

Plat of Survey and Topography Provided By R.E. Allen and Associates, Ltd. For Eriksson Engineering Associates on November 12, 2018. Order Number F33-16.

PROJECT BENCHMARKS

Source Benchmark:
Monument Recovery Sheet
Village of Arlington Heights, IL
Location Address:
515 Palatine Road
Monument 32
3" Dia. Brass Disc In Concrete, 5" Above Ground, 44'± South Of The Centerline Of Frontage Road (Palatine Road) And 21'± East Of The Centerline Of Fernandez Avenue (Stamped 114B)
NAVD88 Elevation = 713.78
SITE BENCHMARK:
Survey Control Point, Cut "X" in Concrete Island
Elevation: 721.51 NAVD88
Easting: 1075702.92
Northing: 1981620.54

J.U.L.I.E.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123

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PROFESSIONAL DESIGN FIRM
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EXPIRES: 04/30/2023

PATTON ELEMENTARY SCHOOL BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAY
062-071456
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

No.	Date	Description
	05/22/23	ISSUE FOR PLAN COMMISSION

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Design By:	Approved By:	Date:
LMR	JC	05/22/23

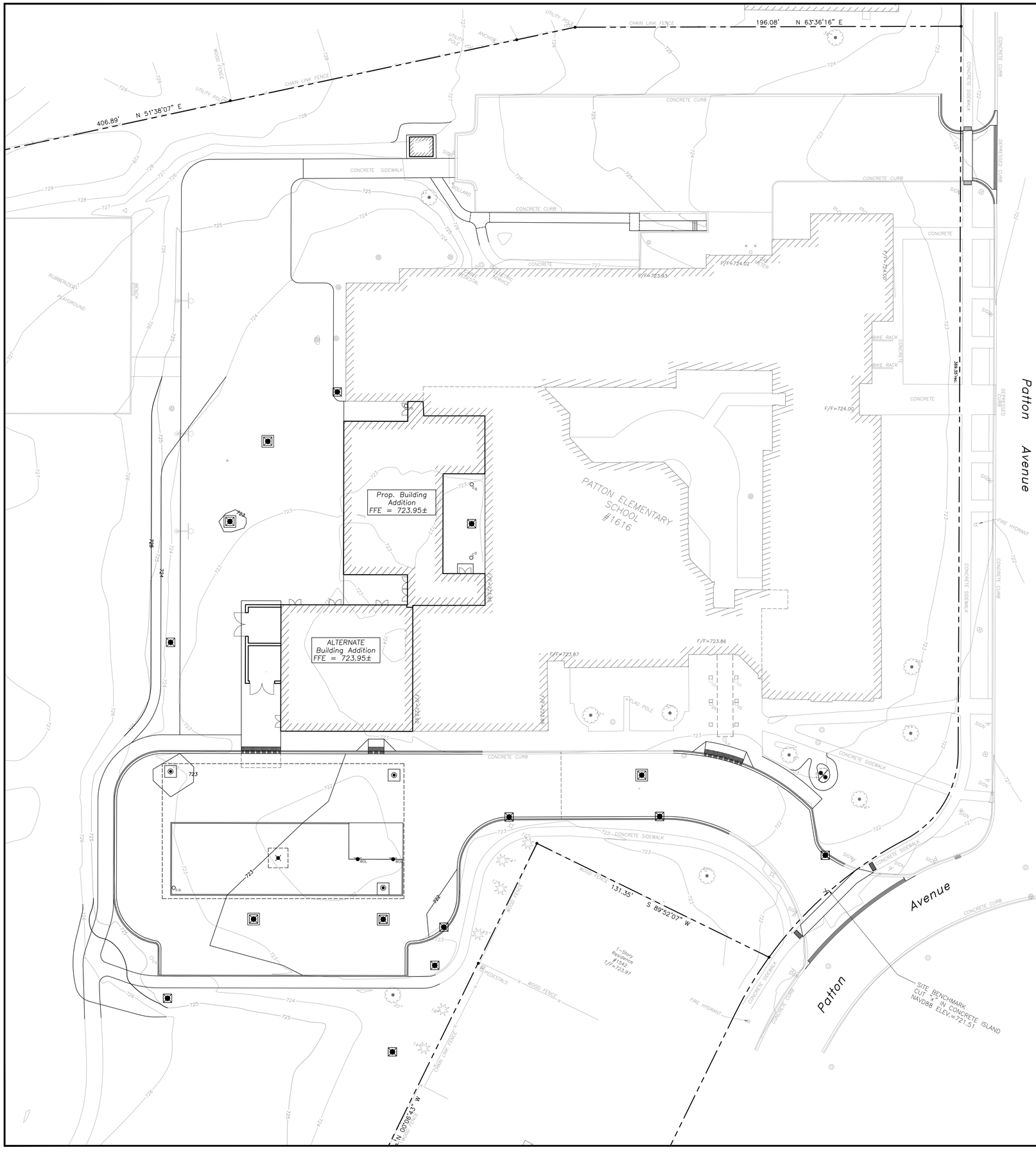
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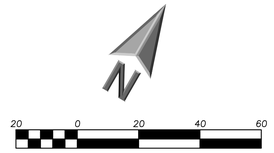
GRADING AND PAVING PLAN

Sheet No:

C401

EEA - P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan - Patton.dwg
Plotted: 5/19/23 @ 9:54am By: irosenbauer





SOIL EROSION & SEDIMENTATION CONTROL NOTES

1. *Illinois Urban Manual Shall Govern All Soil Erosion and Sediment Control, and Related Work.*
2. *Soil Disturbance Shall Be Conducted in Such a Manner as To Minimize Erosion. Soil Stabilization Measures Shall Consider the Time of Year, Site Conditions, and the Use of Temporary or Permanent Measures.*
3. *Soil Erosion and Sediment Control Features Shall Be Constructed Prior to the Commencement of Upland Disturbance.*
4. ***All Storm Sewer Structures That Are, Or Will Be, Functioning During Construction Shall Be Protected, Filtered, Or Otherwise Treated To Remove Sediment. The General Contractor Shall Use "Catch-All" Inlet Protectors (or equal) and Filter Wattles Around The Grate In Landscaped Areas And "Catch-All" Inlet Protectors (or equal) In Paved Areas To Prevent Siltation.***
5. *Install And Maintain Silt Fence At The Perimeter Of The Construction Zone And Wetland Areas And As Shown On The Plans. Maintain Silt Fence Throughout Construction And Until Vegetation Has Been Fully Established.*
6. *The Erosion Control Measures Indicated On The Drawings Are The Minimum Requirements. Additional Measures May Be Required As Directed By The Qualified Soil and Erosion Sediment and Control Inspector Or Governing Agency.*
7. *Unless Otherwise Indicated on the Drawings, Stabilize All Disturbed Ground Areas Where Slopes Exceed 6:1 or Within Swales with North American Green BioNet SC150BN Erosion Control Blanket, or Approved Equal.*
8. *Report Releases of Reportable Quantities of Oil or Hazardous Materials If They Occur In Accordance with IEPA NPDES Requirements.*
9. *All Concrete Washout Shall Conform To The "Temporary Concrete Washout Facility" Standards (Code 954) of the Illinois Urban Manual, Latest Edition.*
10. *Dewatering of Excavations Shall be Performed in a Manner Such as Through the use of Filter Bags or Polymer Treated Dewatering Swales, so as to Not Discharge Sediment Laden Water Into Storm Sewers Tributary to Open Water.*

SOIL EROSION & SEDIMENTATION CONTROL LEGEND

- Silt Fence
- Erosion Control Blanket North American Green DS75 Or Approved Equal ALL DISTURBED LANDSCAPED AREAS Unless Noted Otherwise On Landscape Plans
- Catch-All, Pork Chop Sediguard (or equal) Paved or Existing Stabilized Areas

LEGEND

EXISTING		PROPOSED
	Manhole	
	Catch Basin	
	Inlet	
	Area Drain	
O_{CO}	Clean Out	O_{CO}
	Flared End Section	
S	Storm Sewer	S
SAN	Sanitary Sewer	SAN
COMB	Combined Sewer	COMB
W	Water Main	W
G	Gas Line	G
OH	Overhead Wires	OH
E	Electrical Cable (Buried)	E
T	Telephone Line	T
	Fire Hydrant	
	Valve Vault	
	Buffalo Box	
O_{DS}	Downspout	O_{DS}
O_{BOL}	Bollard	O_{BOL}
	Gas Valve	
	Gas Meter	
	Electric Meter	
	ComEd Manhole	
	Hand Hole	
	Light Pole	
	Light Pole w/ Mast Arm	
	Utility Pole	
	Telephone Pedestal	
	Telephone Manhole	
	Sign	
	Fence	
	Accessible Parking Stall	
	Curb & Gutter	
	Depressed Curb	
x C 782.50	Curb Elevation	C 782.50
x G 782.00	Gutter Elevation	G 782.00
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Design By:	Approved By:	Date:
LMR	JC	05/22/23

Sheet Title:

SITE EROSION AND SEDIMENT CONTROL PLAN

Sheet No:

C501

EEA – P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan – Patton.dwg
Plotted: 5/19/23 @ 9:54am By: irosenbauer

GENERAL NOTES

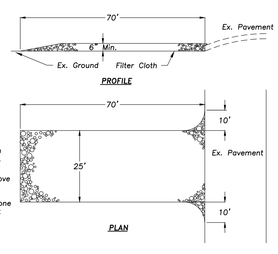
STONE SIZE – Use IDOT gradation CA–1 aggregate stone.

MAINTENANCE – The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights–of–way. This may require periodic top dressing with additional stone as conditions demand and repair and/or clean–out of any measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public rights–of–way must be removed immediately.

FILTER CLOTH – Will be placed over the entire area prior to placing stone. Conform to Illinois Urban Manual Section 592, Type I, II, or IV.

WASHING – Wheels shall be cleaned to remove sediment prior to entrance onto public rights–of–way. When washing is required it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.

Periodic inspection and needed maintenance shall be provided after each rain.



STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE

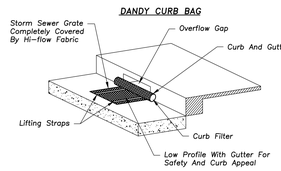
Note: *The Dandy Bag Will Be Manufactureed In The Usa From A Woven Monofilament Fabric That Meets Or Exceeds The Following Specifications:*

Hi–flow Dandy Bag (safety Orange)

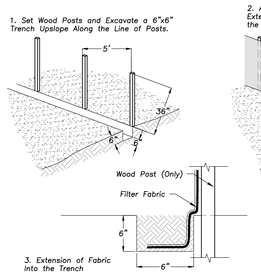
Mechanical Properties	Test Method	Units	Manv
Grab Tensile Strength	Astm D 4632	Kn (lbs)	1.12 (250) X 1.89 (200)
Elongation At Break	Astm D 4632	%	15 – 50
Puncture Strength	Astm D 4833	Kn (lbs)	0.67 (150)
Mullen Burst Strength	Astm D 3786	Kpa (psi)	2927 (425)
Trapezoid Tear Strength	Astm D 4533	Kn (lbs)	4.45 (1000) X 4.45 (1000)
Uv Resistance	Astm D 4355	% @ 500 h	70
Apparent Opening Size	Astm D 4751	Mm (viii Rtv Sieve)	0.425 (40)
Flow Rate	Astm D 4491	Liters/m / (gal/min/ft ²)	6000 (147)
Permittivity	Astm D 4491	Sec ⁻¹	2.1

**note: All Dandy Bags O Can Be Ordered With Our Optional Oil Absorbent Pillows*

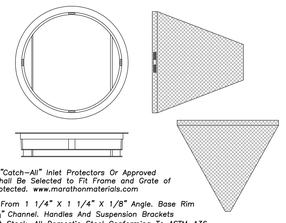
DANDY CURB BAG



DANDY CURB BAG SEDIMENT CONTROL DEVICE



SILT FENCE CONSTRUCTION (AASHTO 288–00)



General Notes:

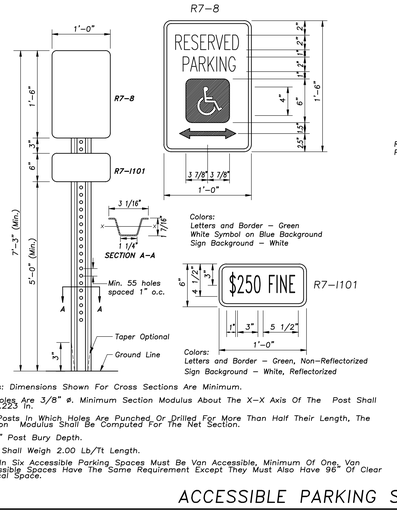
Use Marathon Materials, Inc., "Catch–All" Inlet Protectors Or Approved Equal. Inlet Protector Types Shall Be Selected To Fit Frame and Grate of Open Lid Structures to Be Protected. www.marathonmaterials.com

Frame: Top Flange Fabricated From 1 1/4" X 1 1/4" X 1/8" Angle. Base Rim Fabricated From 1 ½" x ½" x ⅛" Channel. Handles And Suspension Brackets Fabricated From 1 ½" x ½" Flat Stock. All Domestic Steel Conforming To ASTM–A36

Sediment Bag: Bag Fabricated From 4 Oz./sq.yd. Non–woven Polypropylene Geotextile Reinforced With Polyester Mesh. Bag Secured To Base Rim With A Stainless Steel Strap And Lock.

Install Baskets In All Existing Storm Inlets Prior To Construction And All New Storm Inlets Immediately After Installation. Contractor Shall Maintain Throughout Construction Activities.

INLET PROTECTORS – SEDIMENT BAG



Notes: *Dimensions Shown For Cross Sections Are Minimum.*

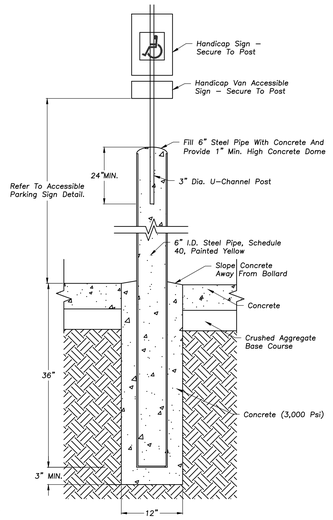
All Holes Are 3/8" ø. Minimum Section Modulus About The X–X Axis Of The Post Shall Be 0.223 In.

For Posts In Which Holes Are Punched Or Drilled For More Than Half Their Length, The Section Modulus Shall Be Computed For The Net Section.

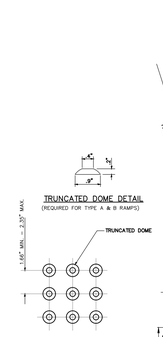
3'–6" Post Bury Depth.

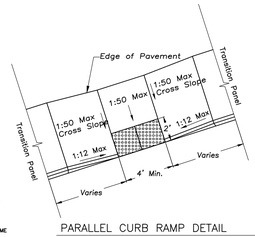
Post Shall Weigh 2.00 Lb/Ft Length.

One In Six Accessible Parking Spaces Must Be Van Accessible, Minimum Of One. Van Accessible Spaces Have The Same Requirement Except They Must Also Have 96" Of Clear Vertical Space.

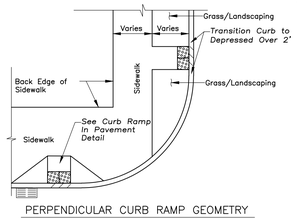


ACCESSIBLE PARKING SIGN IN BOLLARD

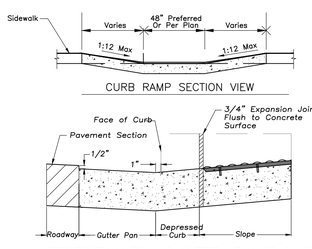


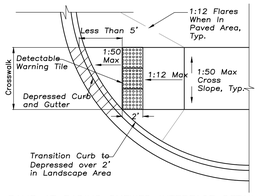


PARALLEL CURB RAMP DETAIL
N.T.S

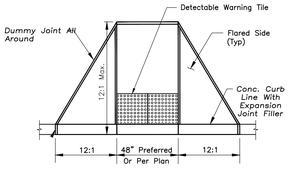


PERPENDICULAR CURB RAMP GEOMETRY
N.T.S





CURB RAMP AT RADIUS SKEWED INTERFACE DETAIL
N.T.S



CURB RAMP IN PAVEMENT
N.T.S

GENERAL NOTES

Description:
This work shall consist of constructing sidewalk curb ramps with detectable warnings in compliance with the Americans with Disabilities Act, Accessibility Guidelines (ADAAG).
The detectable warnings shall consist of an area of truncated domes that provide both visual and tactile cues to pedestrians who are about to enter into traffic.

The detectable warnings shall present a contrast in color from the adjacent sidewalk.

Construction Requirements:
1. *Ramps Shall Be Located As Shown On Plans In Alignment With Normal Sidewalk And/or Crosswalk And Shall Have Sufficient Curb Length At Corner Radius To Prevent Vehicular Encroachment.*
2. *Curb Ramps At Marked Crossings Shall Be Wholly Contained Within The Markings Excluding Flared Sides.*
3. *In No Case Shall Expansion Joints That Are Constructed In Curbs And Gutters At Or Near Corner Radiuses Be Located Within The Accessible Ramp Areas.*
4. *Where Preformed Joint Filler (p.j.f) Is Installed Against A Curved Surface, The Contractor Shall Use A Flexible Filler In Accordance With The Illinois Department Of Transportation (IDOT) Standard Specifications.*

Equipment: *Equipment for the detectable warning area of the curb ramps shall meet the requirements of the Authorities having Jurisdiction.*

DETECTABLE WARNING SURFACE TILES

Provide Surface Applied Detectable/Tactile Warning Surface Tiles which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title III Regulations, 28 CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN, Appendix A, Section 4.29.2

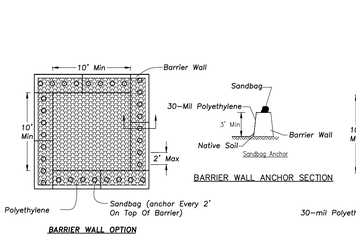
Dimensions: Cast In Place Detectable/Tactile Warning Surface Tiles shall be held within the following dimensions and tolerances:
Length and Width In One of the Following as Necessary for the Dimensions of the Surface In Which the Detectable Warning is Proposed: 12x12 24x24 24x36 24x48 24x60 36x48 36x60 nominal. No Cutting of Tiles is Allowed.

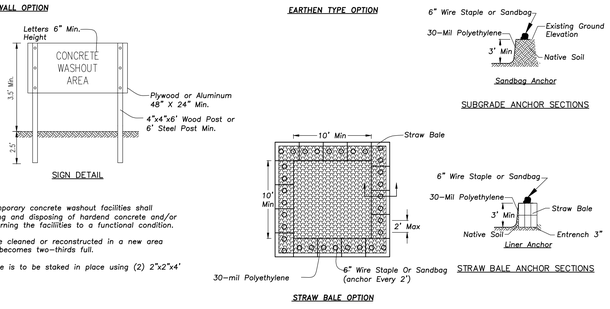
Installation of Detectable/Tactile Warning Surface Tiles Per Manufacturer's Instructions.

Verify With the Local Authorities Having Jurisdiction that Detectable/Tactile Warning Surface Tiles are an Acceptable Method of Providing for the Detectable Warning Surface.

Verify With the Local Authorities Having Jurisdiction that the Manufacturer's Products are Acceptable for the Detectable Warning Surface.

ACCESSIBLE RAMPS FOR SIDEWALKS





NOTES:

1. *Maintaining temporary concrete washout facilities shall include removing and disposing of hardend concrete and/or slurry and returning the facilities to a functional condition.*
2. *Facility shall be cleaned or reconstructed in a new area once washout becomes two–thirds full.*
3. *Each straw bale is to be staked in place using (2) 2"x2"x4' wooden stakes.*

CONCRETE WASHOUT FACILITY

ERIKSSON ENGINEERING ASSOCIATES, LTD.
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GRAYSLAKE, ILLINOIS 60030
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	05/22/23	ISSUE FOR PLAN COMMISSION

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LMR	JC	05/22/23

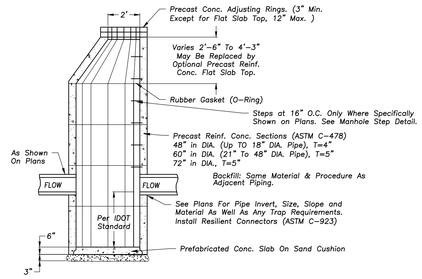
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SITE WORK DETAILS

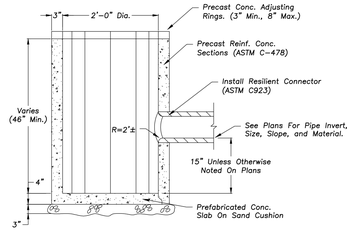
Sheet No:

C601

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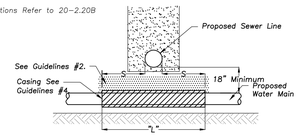
CATCH BASIN



CATCH BASIN – 2' DIA.

(Taken From Standard Specifications for Water and Sewer Main Construction in Illinois, May 1996)

Note: Compactions Refer to 20-2.20B



Proposed Water Main Below Existing Sewer Line With 18" Minimum Vertical Separation.

Guidelines

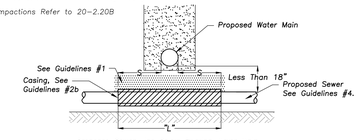
Note: "S" is the length necessary to provide 10 feet of separation and measured perpendicular to existing sewer line.

1. Omit select granular embedment and granular backfill to one (1) foot over top of watermain and use select excavated material (Class IV) and compact the length of "L".
2. If select granular backfill exists, remove within width of existing sewer line trench and replace with select excavated material (Class IV) and compact.
3. Provide adequate support for existing sewer line to prevent damage due to settlement.
4. Use "L" feet of water main material for casing of proposed water main and seal ends of casing.

WATER AND SEWER SEPARATION REQUIREMENTS

(Taken From Standard Specifications for Water and Sewer Main Construction in Illinois, May 1996)

Note: Compactions Refer to 20-2.20B



Proposed Sewer Line Below Existing Water Main With Less Than 18" Vertical Separation

Guidelines

Note: "S" is the length necessary to provide 10 feet of separation and measured perpendicular to existing sewer line.

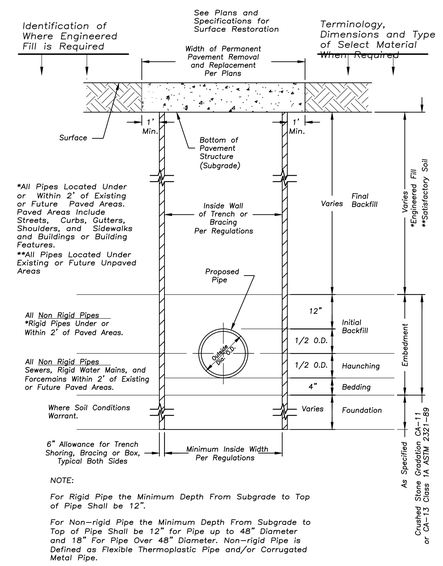
1. Omit select granular embedment and granular backfill to one (1) foot over top of watermain and use select excavated material (Class IV) and compact for "S" feet on each side of water main.

2a. Construct "L" feet of proposed sewer or water main material and pressure test, or;

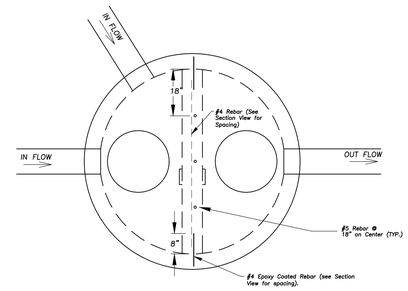
2b. Use "L" feet of water main material for casing of proposed sewer and seal ends of casing.

3. Provide adequate support for existing water main to prevent damage due to settlement of sewer trench.

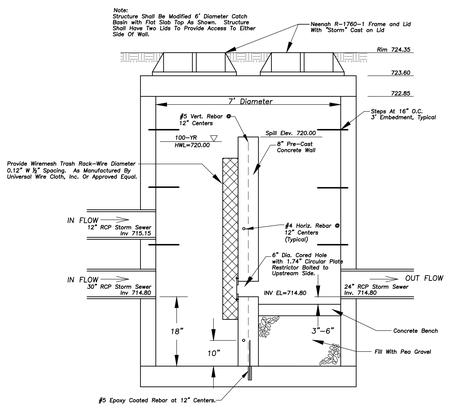
WATER AND SEWER SEPARATION REQUIREMENTS



STANDARD SEWER AND WATER TRENCH SECTION



PLAN VIEW
NOT TO SCALE



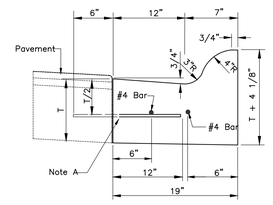
RESTRICTOR STRUCTURE

CLEANOUT

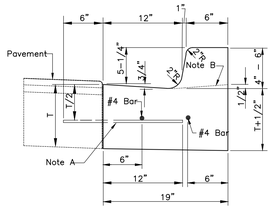
NOTES:

1. A 1" EXPANSION JOINT SHALL BE INSTALLED AT ALL POINTS OF CURVATURE FOR SHORT RADIUS (UNDER 25 FT.) CURVES. MAXIMUM EXPANSION JOINT SPACING IS 50'. EXPANSION JOINTS SHALL BE CONSTRUCTED WITH 1" THICK PREFORMED EXPANSION JOINT FILLER CONFORMING TO THE CURB AND GUTTER CROSS SECTION AND SHALL BE PROVIDED WITH ONE 1-1/4" DIAMETER, 18" LONG, COATED SMOOTH DOWEL BAR. THE DOWEL BAR SHALL BE FITTED WITH A CAP WITH A PINCHED STOP WHICH PROVIDES A MINIMUM OF 1" OF EXPANSION.
2. MAXIMUM CONTRACTION/CONTROL JOINT SPACING SHALL BE (20') TWENTY FEET.

FLUSH CURB



ROLL TYPE CURB



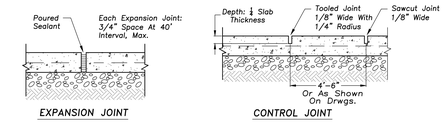
B-6.12 CURB & GUTTER

Notes:

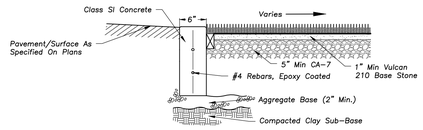
1. 2-#4 Longitudinal Bars 20 Feet In Length With 12" Overlaps, At 60' Intervals, Except At Expansion Joints.
2. Expansion Joints Shall Be A Minimum Of 3/4" Preformed Expansion Material And Shall Be Provided With A 1" Dia. X 18" Coated Smooth Dowel Bar Fitted With A Cap That Will Allow A Minimum Of 1" Of Expansion.
3. Construction Joints Shall Be Template Formed Or Saw-cut (Within 24 Hours Of Placement Of The Curb) To 1/5th The Depth Of The Gutter Flag At 20ft. Intervals Or At The Joints Depth Of The Gutter Flag At 20ft. Intervals Or At The Joints In An Adjacent Concrete Pavement.

Note "a"
1/2" Dia. Steel Tie Bars @ 2'-6" Centers Grouted In Place Or 5/8" Dia. J-bolts Anchored In Place. (omit For Bituminous Base Course)

Note "b"
Profile For Depressed Curb @ Driveways And Ramps



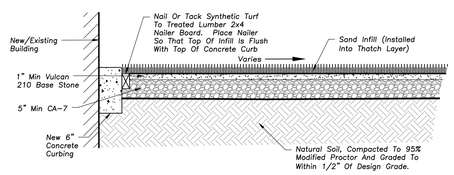
PORTLAND CEMENT CONC. SIDEWALK



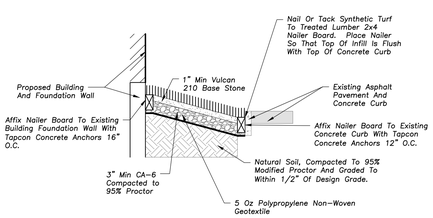
Notes:

1. A 1" Expansion Joint Shall Be Installed At All Points Of Curvature For Short Radius (Under 25 Ft.) Curves. Maximum Expansion Joint Spacing Is 50'. Expansion Joints Shall Be Constructed With 1" Thick Preformed Expansion Joint Filler Conforming To The Curb And Gutter Cross Section And Shall Be Provided With One 1-1/4" Diameter, 18" Long, Coated Smooth Dowel Bar. The Dowel Bar Shall Be Fitted With A Cap With A Pinched Stop Which Provides A Minimum Of 1" Of Expansion.
2. Maximum Contraction/Control joint spacing shall be (20') twenty feet.

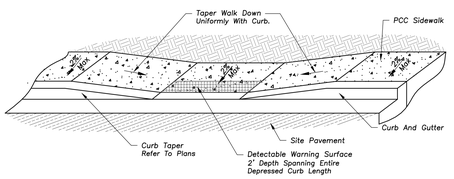
MODIFIED TYPE B PERIMETER CURB WITH NAILER BOARD



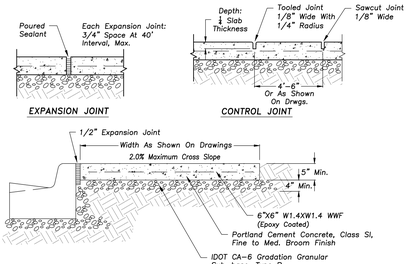
SYNTHETIC TURF DETAIL



SYNTHETIC TURF AT FOUNDATION DETAIL



DEPRESSED ACCESSIBLE LANDING DETAIL



PORTLAND CEMENT CONC. SIDEWALK

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PATTON ELEMENTARY SCHOOL BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAP
062-071456
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS

No.	Date	Description
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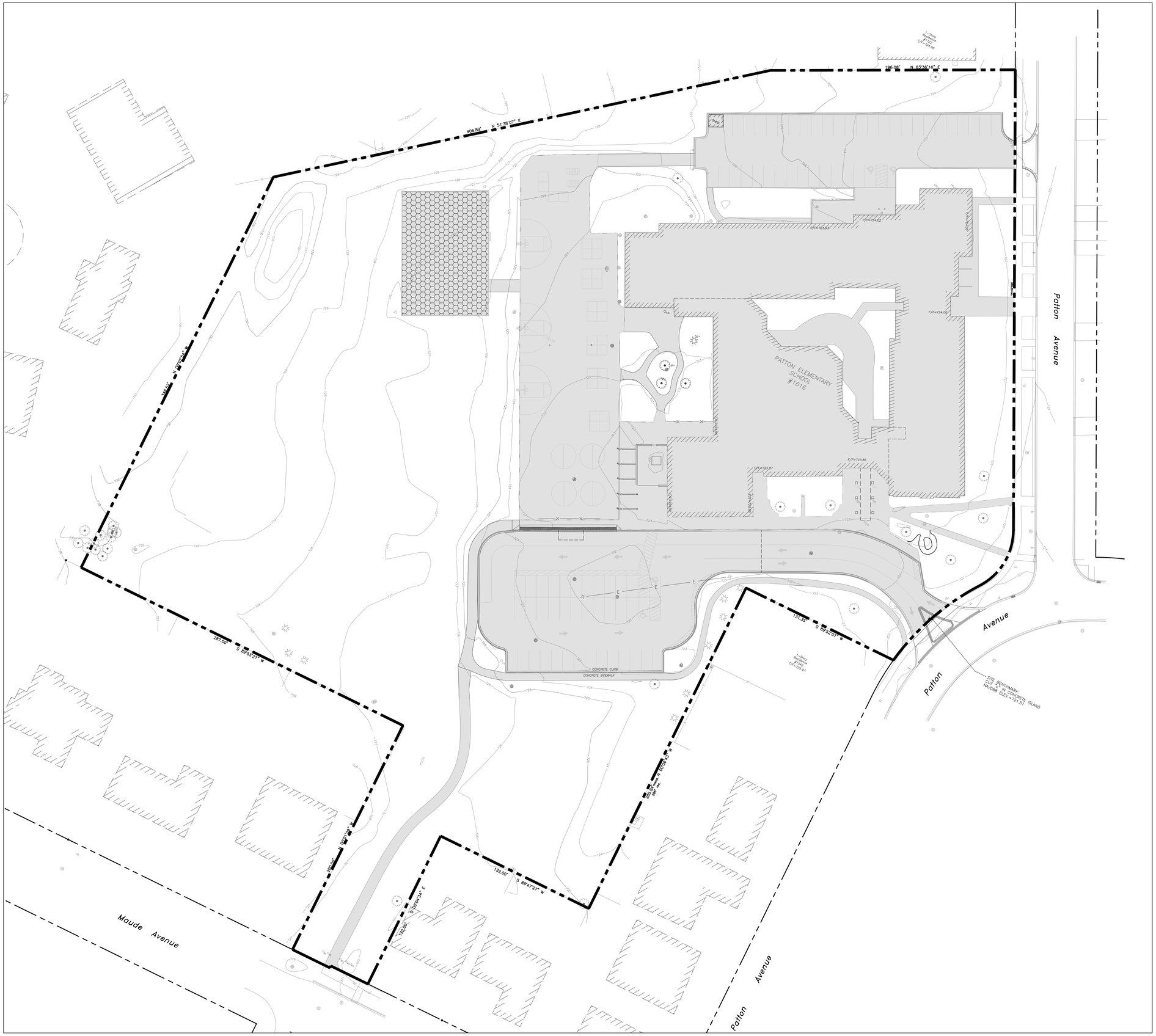
Sheet Title:

SITE WORK DETAILS

Sheet No:

C602

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Plotted: 5/19/23 @ 9:56am By: irosenbauer



EXISTING CONDITIONS

Scale: 1"=30'

EXHIBIT LEGEND

- IMPERVIOUS AREA
- PERMEABLE PLAYGROUND AREA
- PROPERTY LINE
  330,927 SF
  7.60 ACRES

EXISTING SITE CONDITIONS

IMPERVIOUS AREA
130,685 SF = 3.00 ACRES

PERMEABLE PLAYGROUND AREA
6,800 SF = 0.16 ACRES

PERVIOUS AREA
193,442 SF = 4.44 ACRES

RUNOFF COEFFICIENT
C = 0.68

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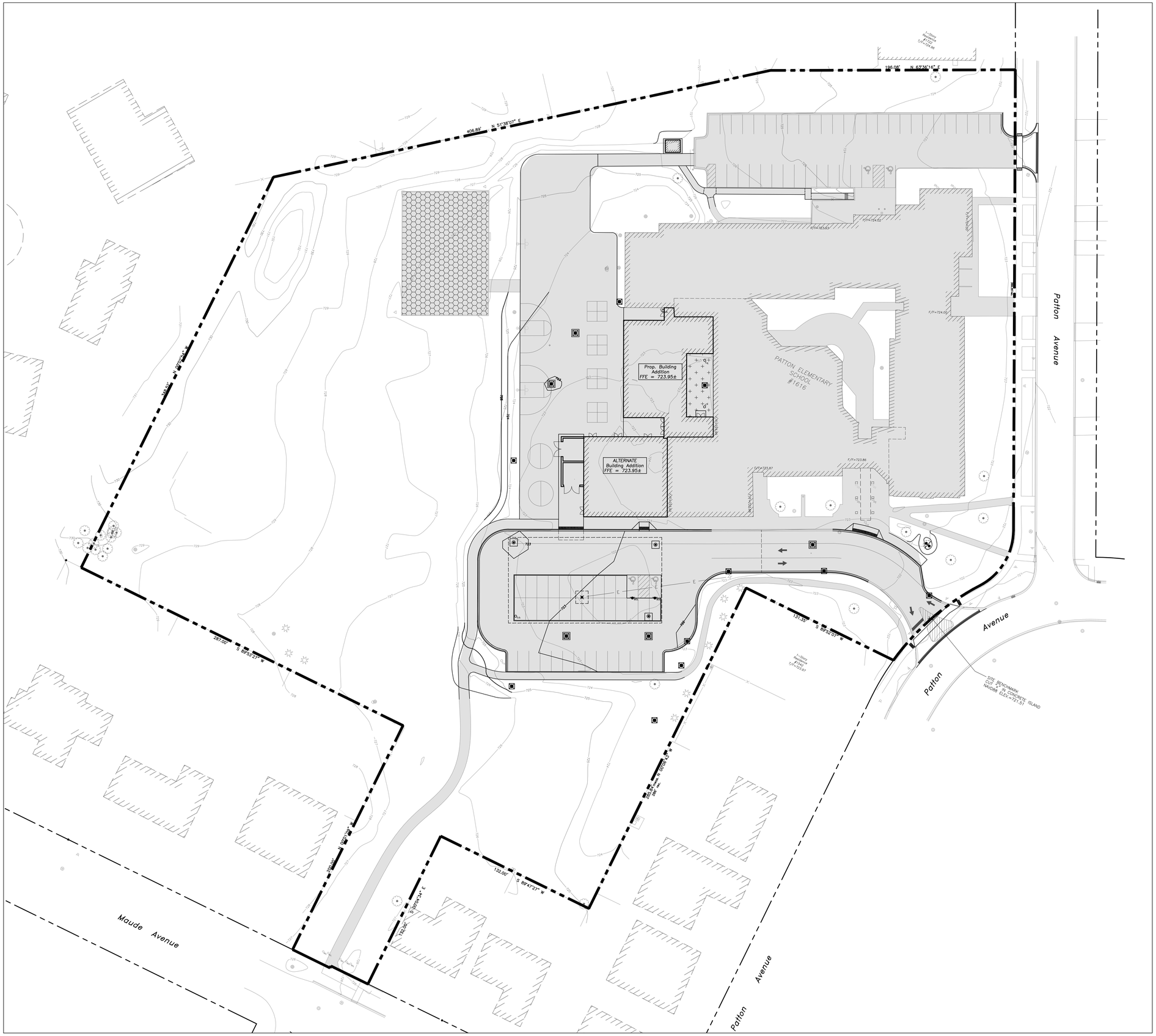
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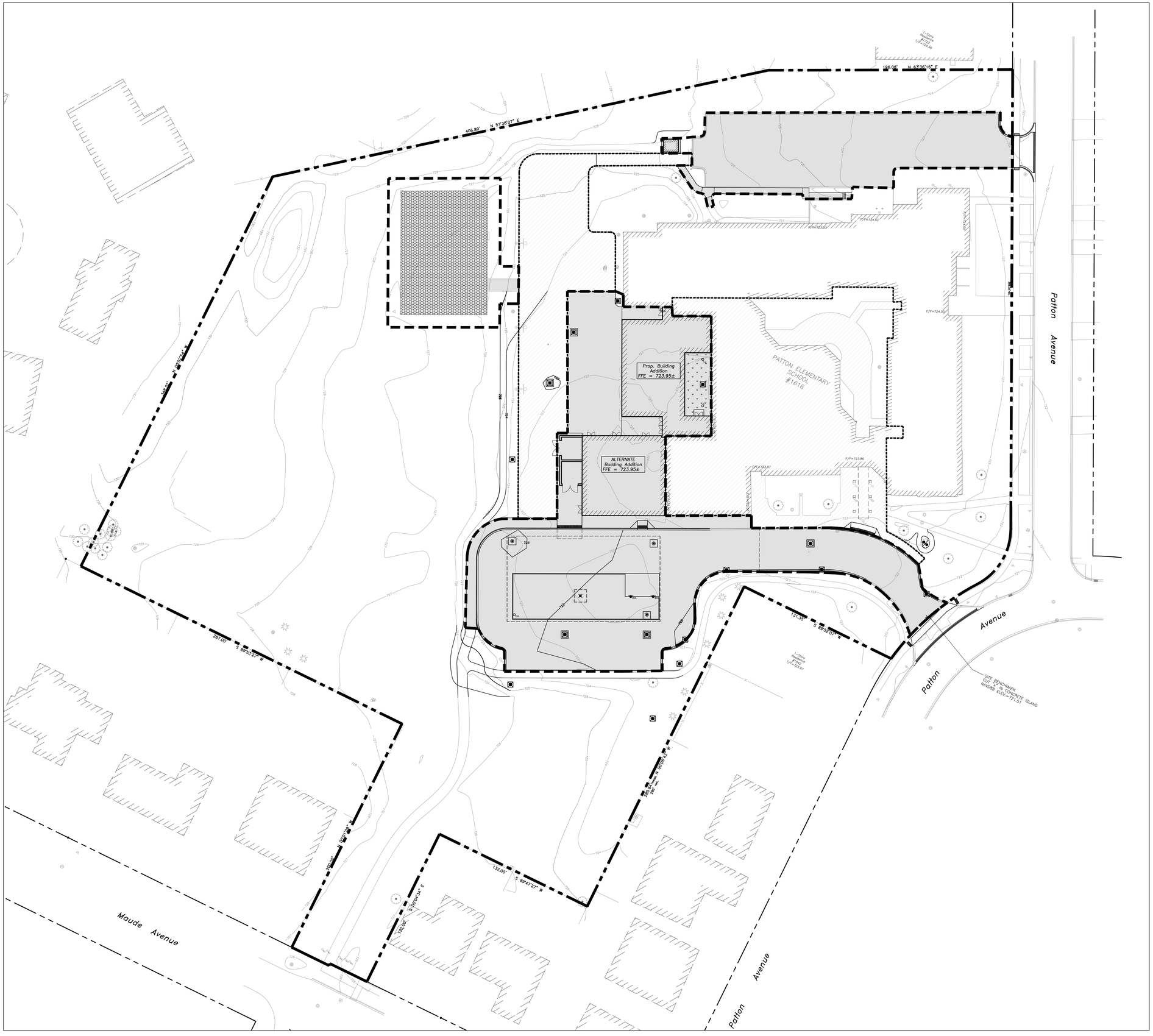
EXISTING SITE COVERAGE

Sheet No:

CX101

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408.89'
N 51°38'07" E
198.08'
N 63°36'16" E
Patton Avenue
PATTON ELEMENTARY SCHOOL #1616
Prop. Building Addition FFE = 723.95±
ALTERNATE Building Addition FFE = 723.95±
F/F=724.00
F/F=723.86
F/F=723.87
F/F=724.05
F/F=724.03
F/F=724.03
L=289'
N 63°36'16" E
1.5" IRON PIPE FOUND



PROPOSED CONDITIONS

Scale: 1"=30'

EXHIBIT LEGEND

- IMPERVIOUS AREA
- PERMEABLE PLAYGROUND AREA
- SYNTHETIC TURF AREA
- 1990 DEVELOPMENT IMPERVIOUS AREA
- PROPERTY LINE
  330,927 SF
  7.60 ACRES
- DEVELOPMENT AREA (VILLAGE)
  ±44,100 SF
  1.01 ACRES
- 1990 DEVELOPMENT AREA
  ±46,200 SF
  1.06 ACRES

PROPOSED CONDITIONS

2023 DEVELOPMENT

IMPERVIOUS AREA
31,600 SF = 0.73 ACRES

PERMEABLE PLAYGROUND AREA
6,960 SF = 0.16 ACRES

PERVIOUS AREA
4,500 SF = 0.10 ACRES

SYNTHETIC TURF AREA
1,040 SF = 0.02 ACRES

RUNOFF COEFFICIENT
C = 0.87

SWM REQUIREMENTS

VILLAGE:

DETENTION REQUIRED FOR PROPOSED CONDITIONS
(MRM B-75, Village Allowable Release)
= 0.384 AC-FT

DETENTION REQUIRED FOR 1990 DEVELOPMENT
(Per Record Permit 90-643)
= 0.387 AC-FT

TOTAL VILLAGE DETENTION REQUIRED
0.384 + 0.387 = 0.771 AC-FT

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PATTON ELEMENTARY SCHOOL
BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
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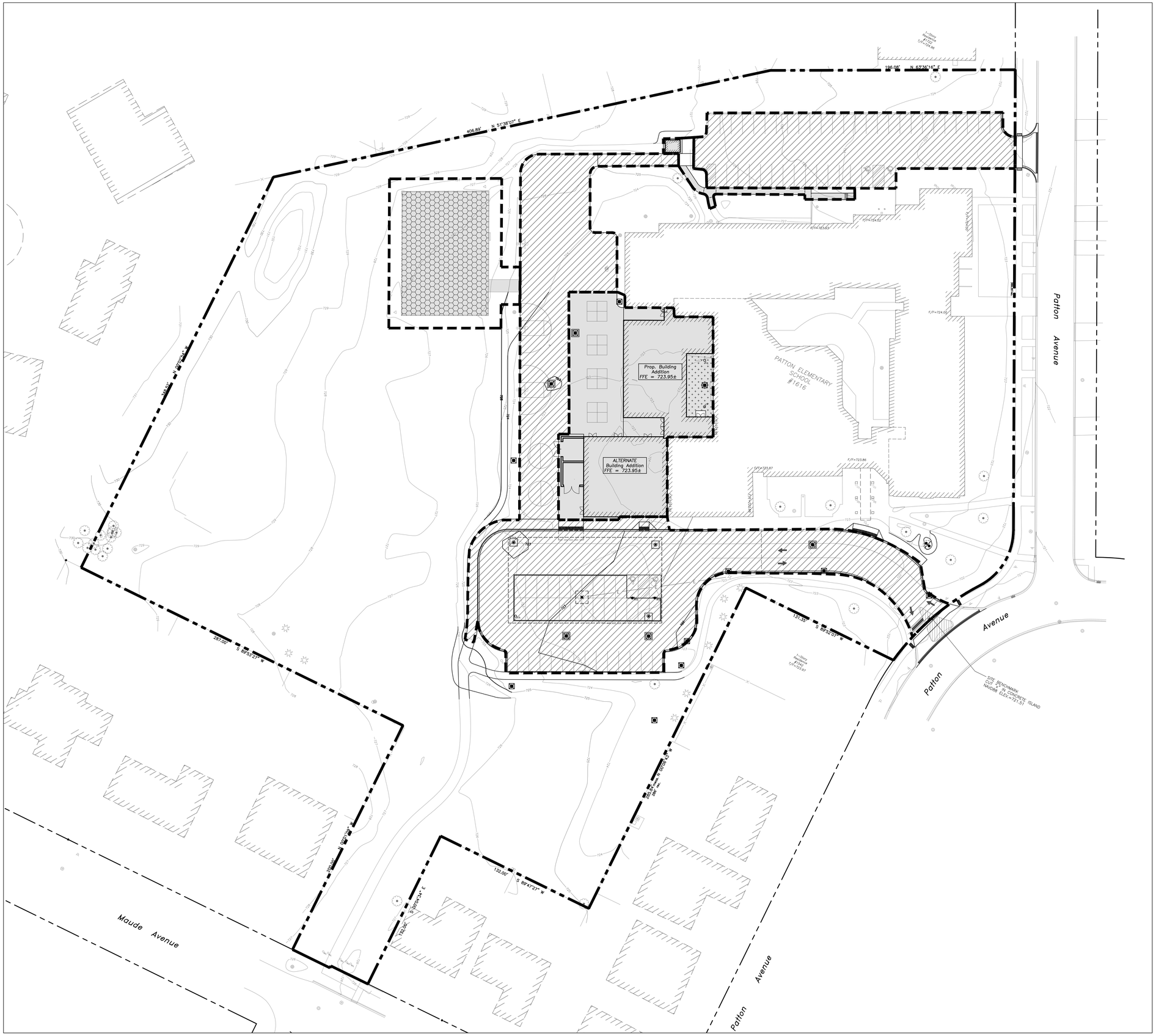
Sheet Title:

PROPOSED DEVELOPMENT AREA (VILLAGE SWM)

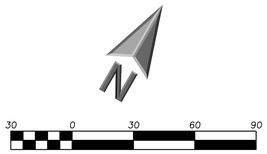
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CX201

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PROPOSED CONDITIONS



Scale: 1"=30'

EXHIBIT LEGEND

- IMPERVIOUS AREA
- PERMEABLE PLAYGROUND AREA
- SYNTHETIC TURF AREA
- PAVEMENT MAINTENANCE (Excluded From SWM Calculations) ±56,100 SF 1.29 ACRES
- PROPERTY LINE 330,927 SF 7.60 ACRES
- DEVELOPMENT AREA (MWRD) ±30,580 SF 0.70 ACRES
- MAINTENANCE AREA (MWRD) ±56,000 SF 1.29 ACRES

PROPOSED CONDITIONS

IMPERVIOUS AREA
18,080 SF = 0.42 ACRES

PERMEABLE PLAYGROUND AREA
6,960 SF = 0.16 ACRES

PERVIOUS AREA
4,500 SF = 0.10 ACRES

SYNTHETIC TURF AREA
1,040 SF = 0.02 ACRES

RUNOFF COEFFICIENT
C = 0.80

SWM REQUIREMENTS

MWRD:

PROPOSED DEVELOPMENT AREA (NOMO B-75)
CN = 93.63
Release Rate = 0.14 CFS (0.20 CFS/AC, MWRD Allowable)

VOLUME CONTROL

Req'd = 0.035 AC-FT
Provided = 0.052 AC-FT
$CN_{Restored}$ = 87.94

REQ'D DETENTION VOLUME

Req'd Volume = 0.279 AC-FT

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PATTON ELEMENTARY SCHOOL BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
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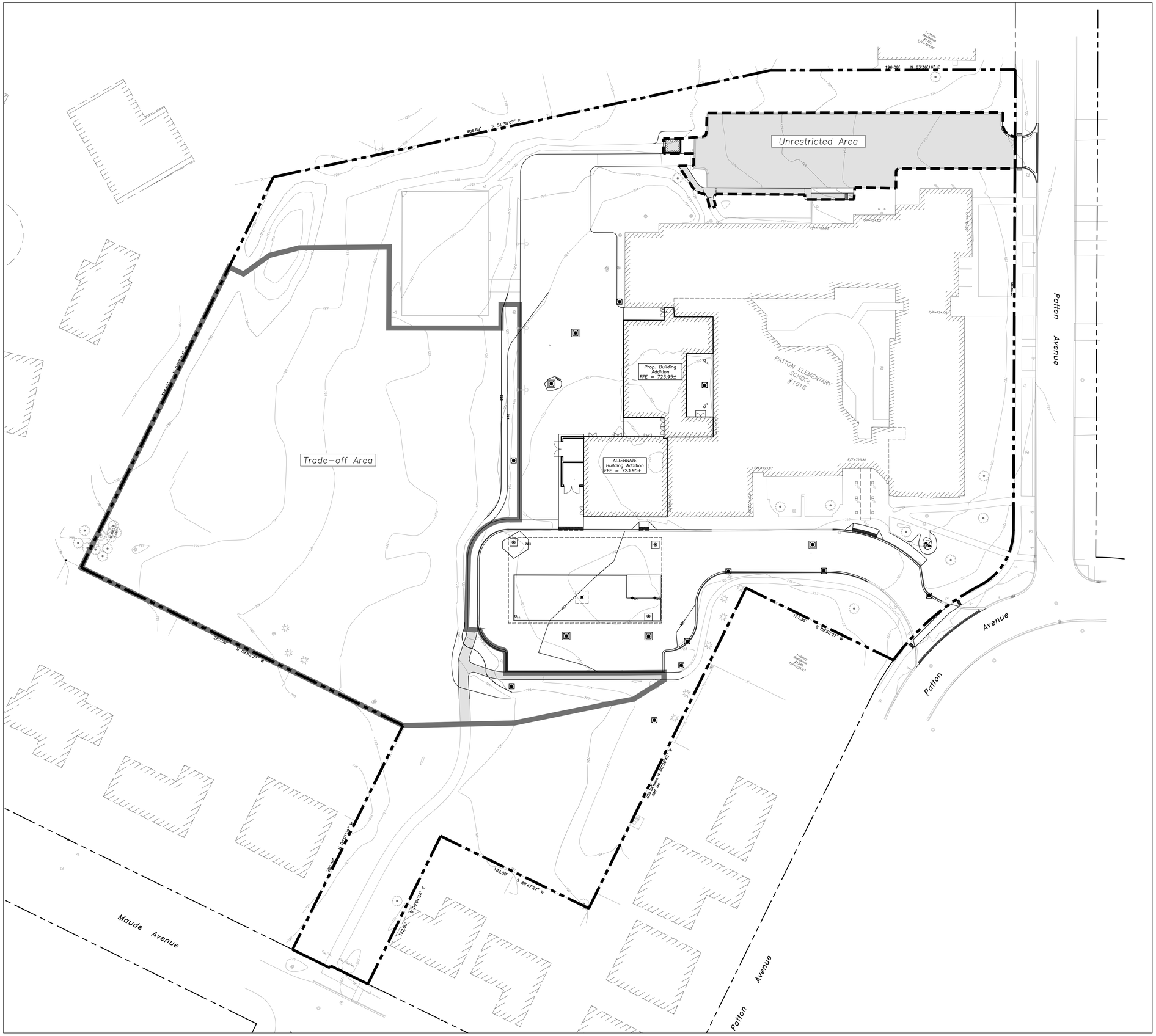
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Sheet Title:
PROPOSED DEVELOPMENT AREA (MWRD SWM)

Sheet No:
CX202

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PROPOSED CONDITIONS

Scale: 1"=30'

EXHIBIT LEGEND

IMPERVIOUS AREA

TRADE OFF AREA
±93,825 SF
2.15 ACRES

UNRESTRICTED AREA
±40,510 SF
0.93 ACRES

TRADE OFF AREA

IMPERVIOUS AREA
17,000 SF = 0.20 ACRES

PERVIOUS AREA
98,340 SF = 1.95 ACRES

CURVE NUMBER
CN = 81.67

RUNOFF VOLUME

TRADE OFF RUNOFF VOLUME (NRCS RUNOFF EQUATIONS)
= 1.14 AC–FT

UNRESTRICTED RUNOFF VOLUME (NRCS RUNOFF EQUATIONS)
= 0.65 AC–FT

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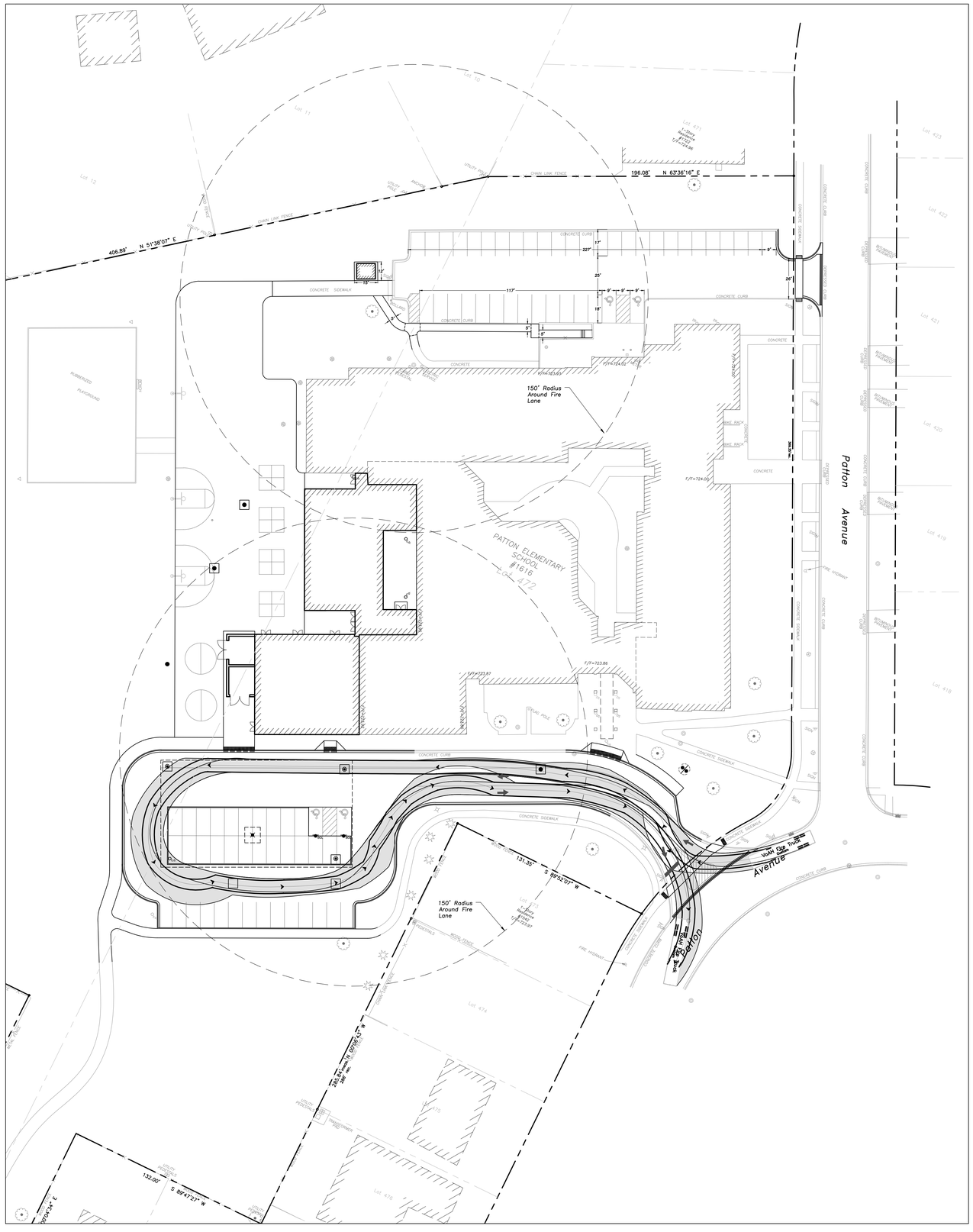
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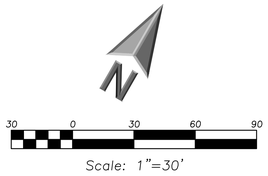
Design By:	Approved By:	Date:
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Sheet Title:
TRADE OFF AREA (VILLAGE SWM)

Sheet No:
CX203

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PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2023

PATTON ELEMENTARY SCHOOL
BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

JOSHUA J. CAO
062-071456
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS

No.	Date	Description
	05/22/23	ISSUE FOR PLAN COMMISSION

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Design By:	Approved By:	Date:
LMR	JC	05/22/23

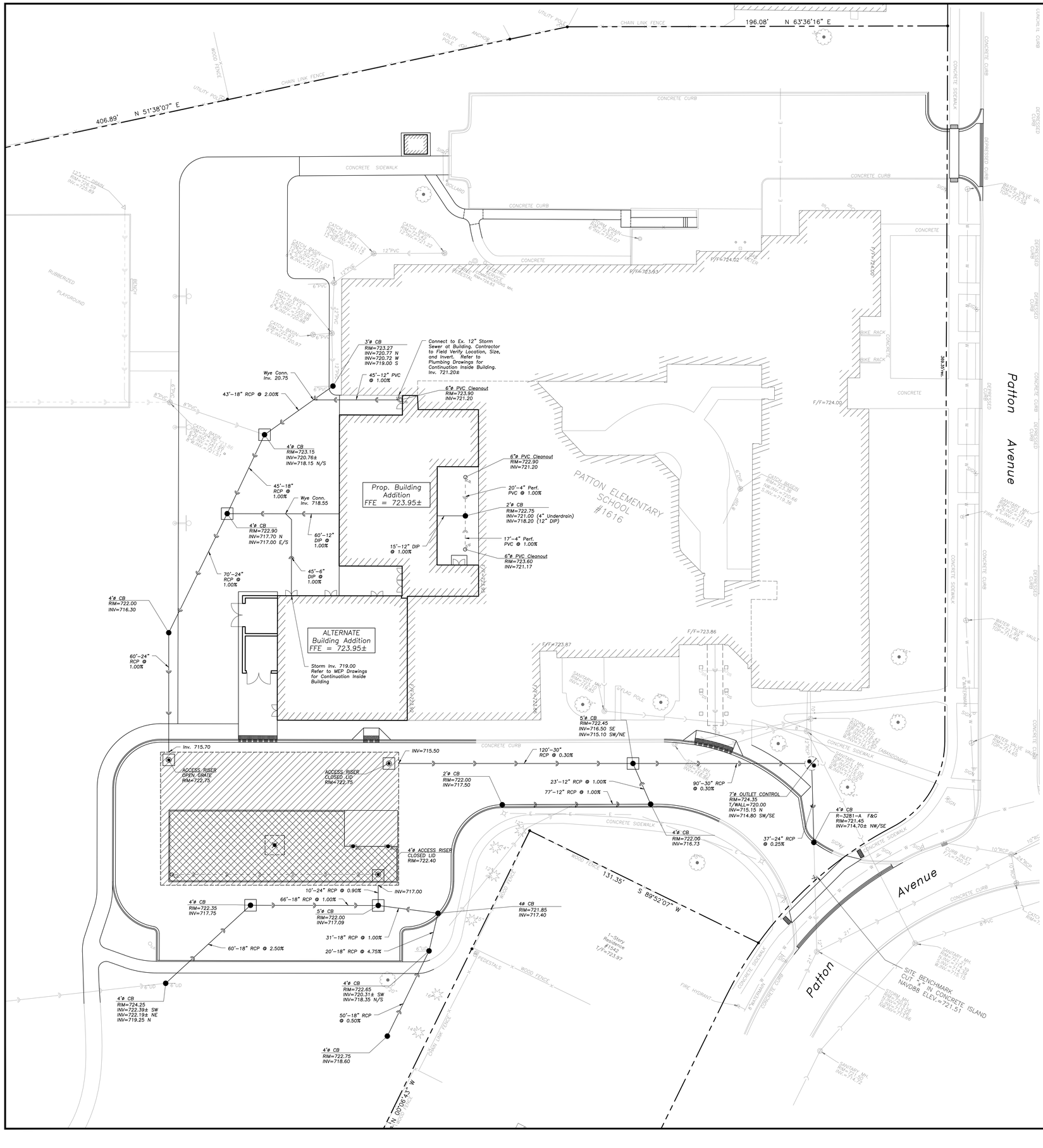
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FIRE TRUCK EXHIBIT

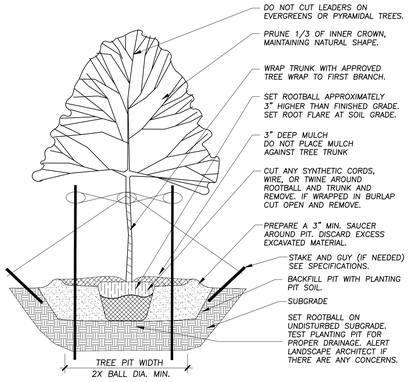
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CX401

EEA – P:\Vosh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Siteplan – Patton.dwg
Plotted: 5/19/23 @ 10:00am By: lrosenbauer

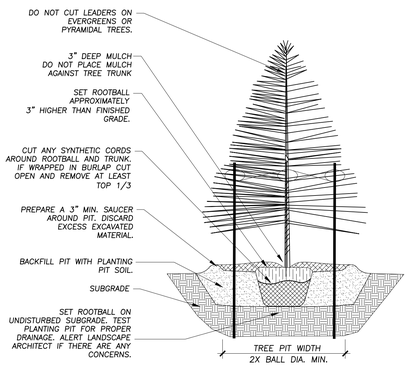

406.89' N 51°38'07" E
196.08' N 63°36'16" E
CHAIN LINK FENCE
WOOD FENCE
UTILITY POLE
ANCHOR
CONCRETE CURB
CONCRETE SIDEWALK
CONCRETE
BOLLARD
RUBBERIZED PLAYGROUND
FENCE
HOUSE
CATCH BASIN RIM=724.03 12"NW INV=719.53 12"SE INV=721.22
CATCH BASIN RIM=724.15 12"NW INV=721.15 12"SE INV=721.22
CATCH BASIN RIM=724.08 6"W INV=720.68 6"E INV=720.97
CATCH BASIN RIM=724.12 6"W INV=720.72 6"E INV=721.01
CATCH BASIN RIM=724.56 6"W INV=721.56 6"E INV=721.51
12"CMP
6"PVC
8"PVC
STORM MH RIM=724.07 12"SE INV=721.97
F/F=724.02
F/F=724.00
F/F=723.86
F/F=723.87
3'ø CB RIM=723.27 INV=720.77 N INV=720.72 W INV=719.00 S
Connect to Ex. 12" Storm Sewer at Building. Contractor to Field Verify Location, Size, and Invert. Refer to Plumbing Drawings for Continuation Inside Building. Inv. 721.20±
45°-12" PVC @ 1.00%
6'ø PVC Cleanout RIM=723.90 INV=721.20
Wye Conn. Inv. 20.75
43'-18" RCP @ 2.00%
4'ø CB RIM=723.15 INV=720.76± INV=718.15 N/S
45'-18" RCP @ 1.00%
Wye Conn. Inv. 718.55
4'ø CB RIM=722.90 INV=717.70 N INV=717.00 E/S
60'-12" DIP @ 1.00%
15'-12" DIP @ 1.00%
45'-6" DIP @ 1.00%
70'-24" RCP @ 1.00%
4'ø CB RIM=722.00 INV=716.30
60'-24" RCP @ 1.00%
Prop. Building Addition FFE = 723.95±
6'ø PVC Cleanout RIM=722.90 INV=721.20
20'-4" Perf. PVC @ 1.00%
2'ø CB RIM=722.75 INV=721.00 (4" Underdrain) INV=718.20 (12" DIP)
17'-4" Perf. PVC @ 1.00%
6'ø PVC Cleanout RIM=723.60 INV=721.17
ALTERNATE Building Addition FFE = 723.95±
Storm Inv. 719.00 Refer to MEP Drawings for Continuation Inside Building
PATTON ELEMENTARY SCHOOL #1616
Patton Avenue
CONCRETE CURB & GUTTER DEPRESSED CURB
BIKE RACK
SIGN
WATER VALVE VAULT TOP=717.58
WATER VALVE VAULT TOP=716.46
WATER VALVE VAULT TOP=714.85
FIRE HYDRANT
RIM=717.49 4"NW INV=713.53
5'ø CB RIM=722.45 INV=716.50 SE INV=715.10 SW/NE
INV=715.50
120'-30" RCP @ 0.30%
2'ø CB RIM=722.00 INV=717.50
23'-12" RCP @ 1.00%
77'-12" RCP @ 1.00%
90'-30" RCP @ 0.30%
7'ø OUTLET CONTROL RIM=724.35 T/WALL=720.00 INV=715.15 N INV=714.80 SW/SE
4'ø CB R-3281-A F&G RIM=721.45 INV=714.70± NW/SE
37'-24" RCP @ 0.25%
4'ø CB RIM=722.06 INV=716.73
4'ø ACCESS RISER CLOSED LID RIM=722.40
ACCESS RISER OPEN, GRATE RIM=722.75
ACCESS RISER CLOSED LID RIM=722.75
Inv. 715.70
INV=717.00
10'-24" RCP @ 0.90%
66'-18" RCP @ 1.00%
4'ø CB RIM=722.35 INV=717.75
5'ø CB RIM=722.00 INV=717.09
4'ø CB RIM=721.85 INV=717.40
31'-18" RCP @ 1.00%
20'-18" RCP @ 4.75%
60'-18" RCP @ 2.50%
4'ø CB RIM=724.25 INV=722.39± SW INV=722.19± NE INV=719.25 N
4'ø CB RIM=722.65 INV=720.31± SW INV=718.35 N/S
50'-18" RCP @ 0.50%
4'ø CB RIM=722.75 INV=718.60
131.35' S 89°52'07" W
S 00°06'43" W
1-Story Residence #1545 F/F=723.97
WOOD FENCE
CHAIN LINK FENCE
BRIDGETALS
SIDEWALK
CONCRETE CURB
CONCRETE SIDEWALK (ABANDONED)
STORM MH RIM=719.82
SANITARY MH RIM=719.86
GYLAG POLE
SITE BENCHMARK CUT "X" IN CONCRETE ISLAND NAVD88 ELEV.=721.51
SANITARY MH RIM=719.58 4"NW INV=715.58 4"SE INV=715.53
STORM MH RIM=719.46 4"NW INV=715.36 8"NW INV=715.46
SANITARY MH RIM=719.42 4"NW INV=715.32
SANITARY MH RIM=719.50 4"NW INV=715.40
SANITARY MH RIM=719.56 4"NW INV=715.46
SANITARY MH RIM=719.58 4"NW INV=715.48
SANITARY MH RIM=719.58 4"NW INV=715.48
SANITARY MH RIM=719.58 4"NW INV=715.48





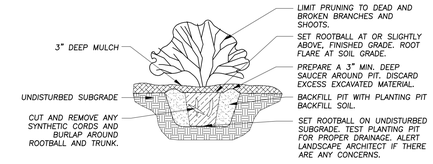
1 TREE PLANTING DETAIL

Not To Scale 329343-01



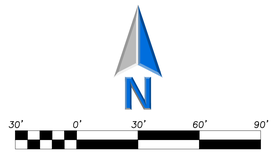
2 EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE 329343-02



3 SHRUB PLANTING DETAIL

Not To Scale 329333-01



Scale: 1"=30'

PLANT SCHEDULE

CANOPY TREES	BOTANICAL / COMMON NAME	COND	SIZE	QTY
CEL OCC	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	4" CAL.	4
TIL GRE	TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN	B & B	4" CAL.	5
EVERGREEN TREES	**BOTANICAL / COMMON NAME**	**COND**	**SIZE**	**QTY**
PIC COL	PICEA PUNGENS 'COLORADO GREEN' / COLORODO GREEN SPRUCE	B & B	8' HT.	1
THU BR2	THUJA OCCIDENTALIS 'BRABANT' / BRABANT ARBORVITAE	B & B	6' HT.	35
DECIDUOUS SHRUBS	**BOTANICAL / COMMON NAME**	**COND.**	**SIZE**	**QTY**
COT ACU	COTONEASTER ACUTIFOLIUS / PEKING COTONEASTER	B & B	36" HT.	18
EVERGREEN SHRUBS	**BOTANICAL / COMMON NAME**	**COND.**	**SIZE**	**QTY**
THU WOO	THUJA OCCIDENTALIS 'WOODWARDII' / WOODWARD ARBORVITAE	B & B	36" HT.	16
TURF GRASS	**BOTANICAL / COMMON NAME**	**COND**	**SIZE**	**QTY**
TUR BLU	TURF SOD BLUEGRASS / KENTUCKY BLUEGRASS	SOD	S.F.	10,592 SF

SITE MATERIALS SCHEDULE

	ARTIFICIAL TURF –	1,010 SF
	MULCH –	1,548 SF
	PERMEABLE PAVERS –	3,690 SF

LANDSCAPE NOTES:

1. PLANT QUANTITIES SHOWN IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIALS SHOWN ON THE PLAN AND SHOULD NOT RELY ON THE PLANT SCHEDULE FOR DETERMINING QUANTITIES.
2. ALL PLANT MATERIALS SHALL BE NURSERY GROWN STOCK AND SHALL BE FREE FROM ANY DEFORMITIES, DISEASES OR INSECT DAMAGE. ANY MATERIALS WITH DAMAGED OR CROOKED/DISFIGURED LEADERS, BARK ABRASION, SUNSCALD, INSECT DAMAGE, ETC. ARE NOT ACCEPTABLE AND WILL BE REJECTED. TREES WITH MULTIPLE LEADERS WILL BE REJECTED UNLESS CALLED OUT IN THE PLANT SCHEDULE AS MULTI-STEM. NO PRUNING TO BE DONE AT THE TIME OF INSTALLATION EXCEPT FOR DEAD OR BROKEN LIMBS.
3. ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
4. ALL PLANTING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICES. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, PROPER PLANTING BED AND TREE PIT PREPARATION, PLANTING MIX, PRUNING, STAKING AND GUYING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE OF MATERIALS DURING CONSTRUCTION ACTIVITIES.
5. ALL PLANT MATERIALS SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ANY MATERIALS INSTALLED WITHOUT APPROVAL MAY BE REJECTED.
6. THE CONTRACTOR SHALL GUARANTEE PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL OUTLINE PROPER MAINTENANCE PROCEDURES TO THE OWNER AT THE TIME OF ACCEPTANCE. DURING THE GUARANTEE PERIOD, DEAD OR DISEASED MATERIALS SHALL BE REPLACED AT NO COST TO THE OWNER. AT THE END OF THE GUARANTEE PERIOD THE CONTRACTOR SHALL OBTAIN FINAL ACCEPTANCE FROM THE OWNER.
7. ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS AT A DISTANCE OF 8.5' FROM THE TRUNK.
8. ALL GRASS, CLUMPS, OTHER VEGETATION, DEBRIS, STONES, ETC., SHALL BE RAKED OR OTHERWISE REMOVED FROM PLANTING AND LAWN AREAS PRIOR TO INITIATION OF INSTALLATION PROCEDURES.
9. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR/ REPLACE AND UTILITY, PAVING, CURBING, ETC., WHICH IS DAMAGED DURING PLANTING OPERATIONS.
10. SIZE AND GRADING STANDARDS OF PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF ANSI Z60.1, AMERICAN STANDARDS FOR NURSERY STOCK, BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
11. REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
12. ALL PLANT MATERIAL ON THIS PLANTING PLAN REPRESENTS THE INTENTION AND INTENSITY OF THE PROPOSED LANDSCAPE MATERIAL. THE EXACT SPECIES AND LOCATIONS MAY VARY IN THE FIELD DO TO MODIFICATIONS IN THE SITE IMPROVEMENTS AND THE AVAILABILITY OF PLANT MATERIAL AT THE TIME OF INSTALLATION. ANY SUCH CHANGES MUST FIRST BE APPROVED BY THE CITY IN WRITING
13. ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF SIX INCHES OF ORGANIC SOIL AND MULCHED WITH A SHREDDED BARK MATERIAL TO A MINIMUM 3" DEPTH.
14. ALL BEDS SHALL BE EDGED, HAVE WEED PREEMERGENTS APPLIED AT THE RECOMMENDED RATE.
15. ALL PARKWAYS SHALL HAVE LAWN ESTABLISHED WITH SEED A GROUNDCOVER, UNLESS OTHERWISE NOTED.
16. ALL LAWN AREAS ON THIS PLAN SHALL BE GRADED SMOOTH AND TOPPED WITH AT LEAST 6" OF TOPSOIL. ALL LAWN AREAS TO BE ESTABLISHED USING SEED BLANKET UNLESS OTHERWISE NOTED. BLANKET TO BE S75 OR APPROVED EQUAL
17. THIS LANDSCAPE PLAN ASSUMES THE SITE WILL BE PREPARED WITH TOP SOIL SUITABLE FOR THE ESTABLISHMENT OF THE LANDSCAPE MATERIAL PRESENTED ON THIS PLAN. IF ADDITIONAL TOP SOIL IS REQUIRED IT IS UP TO THE LANDSCAPE CONTRACTOR ON THE PROJECT TO PROVIDE, SPREAD AND PREPARE THE SITE AS NEEDED FOR THE IMPLEMENTATION OF THIS LANDSCAPE PLAN.
18. CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
19. ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
20. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
21. ALL PLANTINGS SHALL BE SPACED EQUAL DISTANT, BACK FILLED WITH AMENDED SOIL IN A HOLE TWICE THE ROOTBALL DIAMETER, WATERED, FERTILIZED, PRUNED, AND HAVE ALL TAGS AND ROPES REMOVED.
22. LAWN AND BED AREAS SHALL BE ROTOTILLED, RAKED OF CLUMPS AND DEBRIS.
23. REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.
24. PLANTS TO BE PLANTED SO THAT ROOT FLARE IS AT THE GRADE OF THE AREA WHERE PLANTED. NO PRUNING TO BE DONE AT THE TIME OF INSTALLATION EXCEPT TO REMOVE DEAD OR BROKEN LIMBS.

EXISTING TREE INVENTORY: (Development Area Only)

Tree #	BOTANICAL NAME	COMMON NAME	TREE SIZE	CONDITION	COMMENTS
1	Pinus nigra	Austrian Pine	16" Cal.	Good	
2	Gleditsia triacanthos inermis	Thornless Honeylocust	8" Cal.	Good	
3	Betula nigra	River Birsh	5 @ 4"-8" Cal.	Good	Multi-trunk form
4	Gleditsia triacanthos inermis	Thornless Honeylocust	12" Cal.	Good	

TREE PRESERVATION NOTES:

1. ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS. FENCE TO BE PLACED AT THE DRIP LINE OF THE TREE.
2. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR/ REPLACE AND UTILITY, PAVING, CURBING, ETC.. WHICH IS DAMAGED DURING PLANTING AND TREE REMOVAL OPERATIONS.
3. REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
4. CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
5. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
6. REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.
7. PRUNE AND FERTILIZE ALL EXISTING VEGETATION TO REMAIN ON SITE.
8. TREE SYMBOL WITH NUMBER INDICATES EXISTING TREE TO REMAIN.
9. TREE SYMBOL WITH NUMBER AND AN "X" INDICATES EXISTING TREE TO BE REMOVED.

ERIKSSON ENGINEERING ASSOCIATES, LTD.
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EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2023

PATTON ELEMENTARY SCHOOL BUILDING ADDITIONS

1616 N. PATTON AVE.
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

STATE OF ILLINOIS
STEVEN S. GREGORY
157-000662
REGISTERED LANDSCAPE ARCHITECT

Expires: 08/31/2023

No.	Date	Description
	05/22/2023	ISSUE FOR DESIGN COMMISSION

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Design By:	Approved By:	Date:
SSG	JC	12/05/2022

Sheet Title:

LANDSCAPE PLAN

Sheet No:

L100

EEA - P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\Landscape plan - Patton_IOC.dwg
Plotted: 5/19/23 @ 10:34am By: sgregory

PHOTOMETRIC PLAN

LIGHTING FIXTURE SCHEDULE

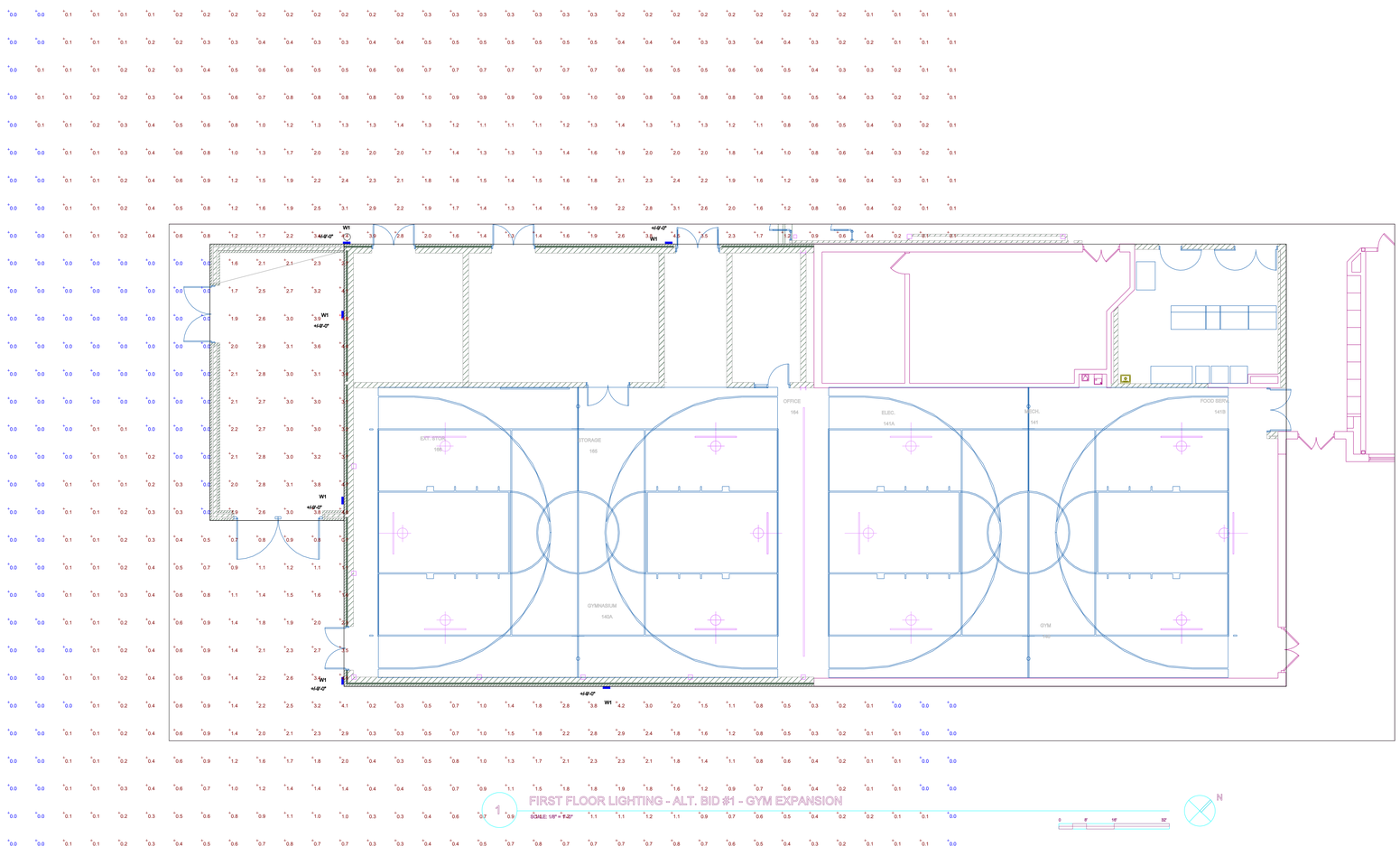
TYPE	DESCRIPTION	MOUNTING	LAMPS	VOLTAGE	MANUFACTURER & CATALOG NUMBER	ACCEPTABLE MANUFACTURER
W1	ARCHITECTURAL EXTERIOR WALL MOUNTED LUMINAIRE WITH TYPE 4 DISTRIBUTION AND DARK BRONZE FINISH.	WALL MOUNTED	LED 23 WATT 5000K	MVOLT	LITHONIA DSXW1 LED 20C 350 50K T4M MVOLT PIR DDBXD	APPROVED EQUAL

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone Site	+	0.9 fc	4.9 fc	0.0 fc	N/A	N/A

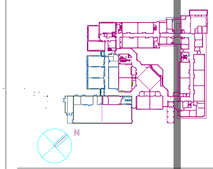
Luminaire Locations

No.	Label	Location X	Location Y	MH	Orientation	Tilt
1	W1	93.60	38.10	9'	270.00	0.00
2	W1	93.60	64.20	9'	270.00	0.00
3	W1	93.60	91.10	9'	270.00	0.00
4	W1	94.20	101.50	9'	0.00	0.00
5	W1	140.80	101.50	9'	0.00	0.00
6	W1	131.80	37.10	9'	180.00	0.00



1 FIRST FLOOR LIGHTING - ALT. BID #1 - GYM EXPANSION
SCALE: 1/8" = 1'-0"

KEY PLAN



SCOPE DOCUMENT

PROJECT

PATTON ELEMENTARY SCHOOL ADDITION AND RENOVATIONS
1616 N. Patton Avenue
Arlington Heights, IL 60004

ARLINGTON HEIGHTS SCHOOL DISTRICT 25
1200 S. Dunton Avenue
Arlington Heights, IL 60005

CLIENT PROJECT NUMBER

STR PROJECT NUMBER

DRAWING DATES

NUMBER	DATE	COMMENTS

DRAWING TITLE

FIRST FLOOR ELECTRICAL PLANS - ALT. BID #1 - GYM EXPANSION

SHEET NUMBER

E4.1 - ALT.

KSA LIGHTING & CONTROLS

ARLINGTON HEIGHTS SCHOOL DISTRICT 25
PATTON ELEMENTARY SCHOOL

Designer D. MIROW
Date 05/25/2023
Scale Scale as shown
Drawing No.

Summary



D-Series Size 1
LED Wall Luminaire

Catalog Number

Notes

Type

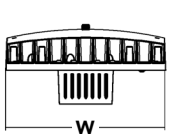
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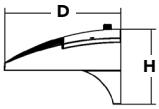
d-series

Specifications

Luminaire

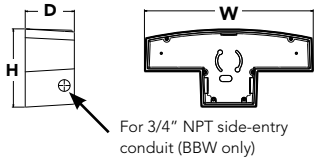
Width:	13-3/4" *(34.9 cm)*	**Weight:**	12 lbs *(5.4 kg)*
Depth:	10" *(25.4 cm)*		
Height:	6-3/8" *(16.2 cm)*		





Back Box (BBW, E20WC)

Width:	13-3/4" *(34.9 cm)*	**BBW Weight:**	5 lbs *(2.3 kg)*
Depth:	4" *(10.2 cm)*	**E20WC Weight:**	10 lbs *(4.5 kg)*
Height:	6-3/8" *(16.2 cm)*		



Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

DSXW1 LED

Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options
DSXW1 LED	10C 10 LEDs (one engine) 20C 20 LEDs (two engines) [1]	350 350 mA 530 530 mA 700 700 mA 1000 1000 mA (1 A) [1]	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted	T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium	MVOLT [2] 120 [3] 208 [3] 240 [3] 277 [3] 347 [3,4] 480 [3,4]	**Shipped included** (blank) Surface mounting bracket BBW Surface-mounted back box (for conduit entry) [5]	**Shipped installed** PE Photoelectric cell, button type [6] DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) PIR 180° motion/ambient light sensor, <15' mtg ht [1,7] PIRH 180° motion/ambient light sensor, 15-30' mtg ht [1,7] PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc [1,7] PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc [1,7] E20WC Emergency battery backup (includes external component enclosure), CA Title 20 compliant [8,9]

Other Options

Shipped installed

SF	Single fuse (120, 277 or 347V) [3,10]
DF	Double fuse (208, 240 or 480V) [3,10]
HS	House-side shield [11]
SPD	Separate surge protection [12]

Shipped separately [11]

BSW	Bird-deterrent spikes
VG	Vandal guard
DDL	Diffused drop lens

Finish *(required)*

DDBXD	Dark bronze	DSSXD	Sandstone	DWHGXD	Textured white
DBLXD	Black	DDBTXD	Textured dark bronze	DSSTXD	Textured sandstone
DNAXD	Natural aluminum	DBLBXD	Textured black		
DWHXD	White	DNATXD	Textured natural aluminum		

Accessories

Ordered and shipped separately.

DSXWHS U	House-side shield (one per light engine)
DSXWBSW U	Bird-deterrent spikes
DSXW1VG U	Vandal guard accessory

NOTES

1 20C 1000 is not available with PIR, PIRH, PIR1FC3V or PIRH1FC3V.
2 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3 Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
4 Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
5 Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.
6 Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
7 Reference Motion Sensor table on page 3.
8 Same as old ELCW. Cold weather (-20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at www.lithonia.com
9 Not available with SPD.
10 Not available with E20WC.
11 Also available as a separate accessory; see Accessories information.
12 Not available with E20WC.

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Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Contact factory for performance data on any configurations not shown here.

LEDs	Drive Current (mA)	System Watts	Dist. Type	30K (3000 K, 70CRI)					40K (4000 K, 70CRI)					50K (5000 K, 70CRI)					AMBPC (Amber Phosphor Converted)				
				Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
10C (10 LEDs)	350mA	13W	T2S	1,415	0	0	1	109	1,520	0	0	1	117	1,530	0	0	1	118	894	0	0	1	69
			T2M	1,349	0	0	1	104	1,448	0	0	1	111	1,458	0	0	1	112	852	0	0	1	66
			T3S	1,399	0	0	1	108	1,503	0	0	1	116	1,512	0	0	1	116	884	0	0	1	68
			T3M	1,385	0	0	1	107	1,488	0	0	1	114	1,497	0	0	1	115	876	0	0	1	67
			T4M	1,357	0	0	1	104	1,458	0	0	1	112	1,467	0	0	1	113	858	0	0	1	66
			TFTM	1,411	0	0	1	109	1,515	0	0	1	117	1,525	0	0	1	117	892	0	0	1	69
	530 mA	19W	T2S	2,053	1	0	1	108	2,205	1	0	1	116	2,220	1	0	1	117	1,264	0	0	1	67
			T2M	1,957	1	0	1	103	2,102	1	0	1	111	2,115	1	0	1	111	1,205	0	0	1	63
			T3S	2,031	1	0	1	107	2,181	1	0	1	115	2,194	1	0	1	115	1,250	0	0	1	66
			T3M	2,010	1	0	1	106	2,159	1	0	1	114	2,172	1	0	1	114	1,237	0	0	1	65
			T4M	1,970	1	0	1	104	2,115	1	0	1	111	2,129	1	0	1	112	1,212	0	0	1	64
			TFTM	2,047	0	0	1	108	2,198	1	0	1	116	2,212	1	0	1	116	1,260	0	0	1	66
	700 mA	26W	T2S	2,623	1	0	1	101	2,816	1	0	1	108	2,834	1	0	1	109	1,544	0	0	1	59
			T2M	2,499	1	0	1	96	2,684	1	0	1	103	2,701	1	0	1	104	1,472	0	0	1	57
			T3S	2,593	1	0	1	100	2,785	1	0	1	107	2,802	1	0	1	108	1,527	0	0	1	59
			T3M	2,567	1	0	1	99	2,757	1	0	1	106	2,774	1	0	1	107	1,512	0	0	1	58
			T4M	2,515	1	0	1	97	2,701	1	0	1	104	2,718	1	0	1	105	1,481	0	0	1	57
			TFTM	2,614	1	0	1	101	2,808	1	0	1	108	2,825	1	0	1	109	1,539	0	0	1	59
	1000 mA	39W	T2S	3,685	1	0	1	94	3,957	1	0	1	101	3,982	1	0	1	102	2,235	1	0	1	57
			T2M	3,512	1	0	1	90	3,771	1	0	1	97	3,794	1	0	1	97	2,130	1	0	1	55
			T3S	3,644	1	0	1	93	3,913	1	0	1	100	3,938	1	0	1	101	2,210	1	0	1	57
			T3M	3,607	1	0	1	92	3,873	1	0	1	99	3,898	1	0	1	100	2,187	1	0	1	56
			T4M	3,534	1	0	2	91	3,796	1	0	2	97	3,819	1	0	2	98	2,143	1	0	1	55
			TFTM	3,673	1	0	1	94	3,945	1	0	1	101	3,969	1	0	1	102	2,228	1	0	1	57
20C (20 LEDs)	350mA	23W	T2S	2,820	1	0	1	123	3,028	1	0	1	132	3,047	1	0	1	132	1,777	1	0	1	77
			T2M	2,688	1	0	1	117	2,886	1	0	1	125	2,904	1	0	1	126	1,693	1	0	1	74
			T3S	2,789	1	0	1	121	2,994	1	0	1	130	3,014	1	0	1	131	1,757	0	0	1	76
			T3M	2,760	1	0	1	120	2,965	1	0	1	129	2,983	1	0	1	130	1,739	1	0	1	76
			T4M	2,704	1	0	1	118	2,905	1	0	1	126	2,922	1	0	1	127	1,704	1	0	1	74
			TFTM	2,811	1	0	1	122	3,019	1	0	1	131	3,038	1	0	1	132	1,771	0	0	1	77
	530 mA	35W	T2S	4,079	1	0	1	117	4,380	1	0	1	125	4,407	1	0	1	126	2,504	1	0	1	72
			T2M	3,887	1	0	1	111	4,174	1	0	1	119	4,201	1	0	1	120	2,387	1	0	1	68
			T3S	4,033	1	0	1	115	4,331	1	0	1	124	4,359	1	0	1	125	2,477	1	0	1	71
			T3M	3,993	1	0	2	114	4,288	1	0	2	123	4,315	1	0	2	123	2,451	1	0	1	70
			T4M	3,912	1	0	2	112	4,201	1	0	2	120	4,227	1	0	2	121	2,402	1	0	1	69
			TFTM	4,066	1	0	2	116	4,366	1	0	2	125	4,394	1	0	2	126	2,496	1	0	1	71
	700 mA	46W	T2S	5,188	1	0	1	113	5,572	1	0	1	121	5,607	1	0	1	122	3,065	1	0	1	67
			T2M	4,945	1	0	2	108	5,309	1	0	2	115	5,343	1	0	2	116	2,921	1	0	1	64
			T3S	5,131	1	0	2	112	5,510	1	0	2	120	5,544	1	0	2	121	3,031	1	0	1	66
			T3M	5,078	1	0	2	110	5,454	1	0	2	119	5,487	1	0	2	119	3,000	1	0	1	65
			T4M	4,975	1	0	2	108	5,343	1	0	2	116	5,376	1	0	2	117	2,939	1	0	1	64
			TFTM	5,172	1	0	2	112	5,554	1	0	2	121	5,589	1	0	2	122	3,055	1	0	1	66
	1000 mA	73W	T2S	7,204	1	0	2	99	7,736	2	0	2	106	7,784	2	0	2	107	4,429	1	0	1	61
			T2M	6,865	1	0	2	94	7,373	2	0	2	101	7,419	2	0	2	102	4,221	1	0	1	58
			T3S	7,125	1	0	2	98	7,651	1	0	2	105	7,698	1	0	2	105	4,380	1	0	1	60
			T3M	7,052	1	0	2	97	7,573	2	0	2	104	7,620	2	0	2	104	4,335	1	0	2	59
			T4M	6,909	1	0	2	95	7,420	1	0	2	102	7,466	1	0	2	102	4,248	1	0	2	58
			TFTM	7,182	1	0	2	98	7,712	1	0	2	106	7,761	1	0	2	106	4,415	1	0	2	60

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Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.02
10°C	50°F	1.01
20°C	68°F	1.00
25°C	**77°F**	**1.00**
30°C	86°F	1.00
40°C	104°F	0.98

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **DSXW1 LED 20C 1000** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.95	0.93	0.88

Electrical Load

LEDs	Drive Current (mA)	System Watts	Current (A) 120V	208V	240V	277V	347V	480V
10C	350	14 W	0.13	0.07	0.06	0.06	-	-
	530	20 W	0.19	0.11	0.09	0.08	-	-
	700	27 W	0.25	0.14	0.13	0.11	-	-
	1000	40 W	0.37	0.21	0.19	0.16	-	-
20C	350	24 W	0.23	0.13	0.12	0.10	-	-
	530	36 W	0.33	0.19	0.17	0.14	-	-
	700	47 W	0.44	0.25	0.22	0.19	0.15	0.11
	1000	74 W	0.69	0.40	0.35	0.30	0.23	0.17

Motion Sensor Default Settings

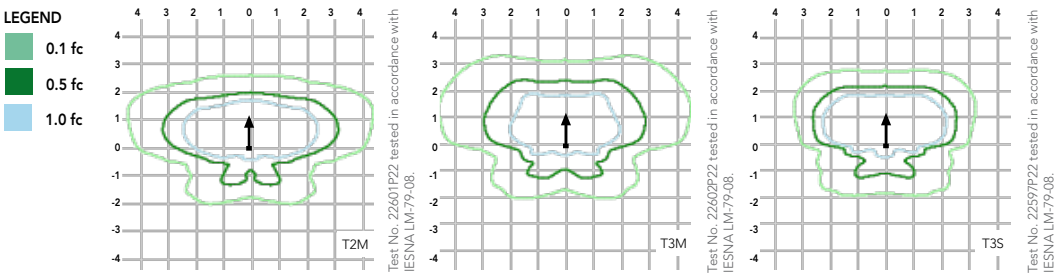
Option	Dimmed State	High Level (when triggered)	Photocell Operation	Dwell Time	Ramp-up Time	Ramp-down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*For use when motion sensor is used as dusk to dawn control

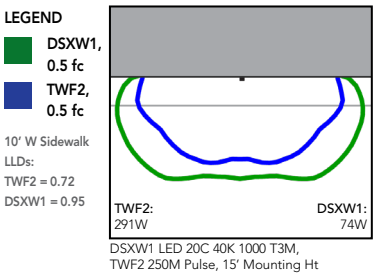
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's D-Series Wall Size 1 homepage.

Isofootcandle plots for the DSXW1 LED 20C 1000 40K. Distances are in units of mounting height (15').



Distribution overlay comparison to 250W metal halide.



DSXW1 LED 20C 40K 1000 T3M, TWF2 250M Pulse, 15' Mounting Ht

Options and Accessories



T3M (left)



HS - House-side shields



BSW - Bird-deterrent spikes



VG - Vandal guard



DDL - Diffused drop lens

FEATURES & SPECIFICATIONS

INTENDED USE
The energy savings, long life and easy-to-install design of the D-Series Wall Size 1 make it the smart choice for building-mounted doorway and pathway illumination for nearly any facility.

CONSTRUCTION
Two-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the door to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

FINISH
Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

OPTICS
Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to building mounted applications. Light engines are available in 3000 K (70 min. CRI), 4000 K (70 min. CRI) or 5000 K (70 min. CRI) configurations.

ELECTRICAL
Light engine(s) consist of 10 high-efficacy LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (L88/100,000 hrs at 25°C). Class 1 electronic drivers have a power factor >90%, THD <20%, and a minimum 2.5KV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaire which meets a minimum Category C Low (per ANSI/IEEE C62.41.2).

INSTALLATION
Included universal mounting bracket attaches securely to any 4" round or square outlet box for quick and easy installation. Luminaire has a slotted gasket wireway and attaches to the mounting bracket via corrosion-resistant screws.

LISTINGS
CSA certified to U.S. and Canadian standards. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

BUY AMERICAN ACT
This product is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations.
Please refer to www.acuitybrands.com/resources/buy-american for additional information.

WARRANTY
Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

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Job Information	*Technical Data Sheet*
Job Name	65464 - SD25 Arlington Heights Schools - Phase 1
Date	6/1/2023
Submitted By	Oliver DiBlasi
Software Version	11.91
Unit Tag	PA-RTU-GYM



Unit Overview

Model Number	Voltage V/Hz/Phase	Design Cooling Capacity Btu/hr	AHRI360 Standard Efficiency		ASHRAE 90.1-2016 Compliant
			EER	IEER	
DPS015A	208/60/3	181937	11.1	18.0	ASHRAE 90.1-2016 compliant

Unit

Model Number:	DPS015A
Model Type:	Cooling
Heat Type:	None
Hot Gas Reheat:	MHGRH with Field Provided Humidity Sensor
Energy Recovery:	None
Application:	Variable Air Volume, Single Zone (Mixed Air or 100% OA)
Controls:	Microtech III
Outside Air:	0-100% Economizer with Comparative Enthalpy Control
Altitude:	0 ft
Approval	cETLus

Physical

Dimensions and Weight

Length	Height*	Width	Weight*
91.0 in	56.8 in	96.5 in	2365 lb

Corner Weights

L1	L2	L3	L4
339 lb	301 lb	812 lb	913 lb

Construction

Exterior	Insulation and Liners	Air Opening Location	
		Return	Supply
Painted Galvanized Steel	1" Injected Foam, R-7, Galvanized Steel Liner	Bottom	Bottom

Electrical

Unit FLA	MCA	MROPD	SCCR
75.4 A	82.5 A	110 A	65 kAIC

Note: Use only copper supply wires with ampacity based on 75° C conductor rating. Connections to terminals must be made with copper lugs and copper wire.

Return/Outside/Exhaust Air

Outside Air Option		
Type	**Damper Pressure Drop**	**Exhaust Air Type**
90.1 and California Title 24 Compliant Economizer	0.29 inH_2O	Propeller Power Exhaust Fan

Type	**Drive Type**	**Wheel Diameter**	**Fan Series**
Propeller	Direct Drive	22 in	Series I

Motor			
(Qty) Horsepower	**Type**	**Efficiency**	**Full Load Current (Each)**
(2) 1.5 HP	VFD	Premium	5.5 A

Performance			
Air Flow CFM	**External Static Pressure** inH_2O	**Fan Speed** RPM	**Brake Horsepower** HP
6000	0.50	941	1.64

Filter Section

Physical				
Type	**Quantity / Size**	**Face Area**	**Face Velocity**	**Air Pressure Drop**
2" ONLY RACK - with MERV13 factory filters. Is NOT a combo rack.	6 / 18 in x 24 in x 2 in	18.0 ft^2	333.3 ft/min	0.18

DX Cooling Coil

Physical							
Coil Type	**Refrigerant Type**	**Fins per Inch**	**Rows**	**Face Area**	**Face Velocity**	**Air Pressure drop**	**Drain Pan Material**
Cu Tube/ Al Fin	R410A	15	6	15.4 ft^2	388.9 ft/min	0.53 inH_2O	Stainless Steel

Cooling Performance									
Capacity			**Indoor Air Temperature**					**Ambient air Temperature** °F
			Entering		**Leaving**			
Total Btu/hr	**Sensible** Btu/hr	**Moisture Removal** lb/h	**Dry Bulb** °F	**Wet Bulb** °F	**Dry Bulb** °F	**Wet Bulb** °F	**Dewpoint** °F	
181937	147485	29.0	80.0	67.0	57.5	57.5	57.4	95.0

Condensate Connection Size: 3/4 in. Male NPT

Hot Gas Reheat Coil Section

Type	Face Area	Air Pressure Drop	Total Capacity	Leaving Air Temperature	
				Dry Bulb	**Wet Bulb**
Aluminum Tube Micro-Channel	14.6 ft^2	0.15 inH_2O	81239 Btu/hr	70.0 °F	61.9 °F

Fan Section

Fan

Type	Fan Wheel Diameter	Fan Series	Fan Isolation
SWSI AF	18 in	Series II	None

Performance

Airflow	Total Static Pressure	Fan Speed	Brake Horsepower	Altitude
6000 CFM	2.9 inH_2O	2340 rpm	4.35 HP	0 ft

Motor				Drive
Type	**Horsepower**	**Efficiency**	**FLA**	**Type**
ECM Motor	8.0	Premium	14.6 A	Direct Drive

Unit Discharge Conditions

AirTemperature

Motor Heat Btu/hr	Moisture Removal lb/h	Unit Leaving Dry Bulb °F	Unit Leaving Wet Bulb °F	Unit Leaving Dewpoint °F
13109	29.0	59.5	58.1	57.4

Minimum Airflows

Notes: Refer to fan curve for applicability of approximate airflows

Condensing Section

Compressor

Type	Quantity	Refrigerant Charge lb	Total Power	Capacity Control	Compressor Isolation
Inverter Scroll + Fixed Scroll	2	30.2	12.62 kW	Mod Control with Inverter Compressor	Rubber in Shear

Compressor Amps:

Compressor 1	17.5 A
Compressor 2	28.3 A

Compressor Options: Suction and Discharge Isolation Valves

Condenser Coil

Type	Fins per Inch	Fin Material
Aluminum Microchannel	21	Aluminum

Condenser Fan Motors

Number of Motors*	Full Load Current (Total)
2	4.0 A

AHRI 360 Certified Data at AHRI 360 Standard Conditions

Net Capacity	EER	IEER	ASHRAE 90.1
170000 Btu/hr	11.1	18.0	ASHRAE 90.1-2016 compliant

Internal Pressure Drop Calculation

External Static Pressure:	1.75 inH_2O
Filter:	0.18 inH_2O
Outside Air:	0.29 inH_2O
DX Coil:	0.53 inH_2O
Hot Gas Reheat:	0.15 inH_2O
Total Static Pressure:	2.90 inH_2O

Sound

	Sound Power (db)							
Frequency	**63 Hz**	**125 Hz**	**250 Hz**	**500 Hz**	**1 kHz**	**2 kHz**	**4 kHz**	**8 kHz**
Inlet	84	82	90	85	87	81	76	70
Discharge	84	85	93	90	93	87	84	78
Radiated*	85	85	81	78	76	71	64	57

Options

Electrical	
Field Connection:	Fused Power Block: 65 kAIC - 208/230/460V: 22 kAIC 575V
Powered Receptacle:	Field powered 115V GFI outlet
Power Options:	Phase Failure Monitor
Controls	
Communication Card:	BACnet/MSTP card, Factory installed

Factory Installed Sensors

Leaving Coil/Entering Fan Temperature Sensor
Duct High Limit Switch
BACnet/MSTP Card
Return Air Temperature Sensor
Discharge Air Temperature sensor – Wired in unit, mounted in supply duct
Outside Air Temperature Sensor
Return Air Enthalpy Sensor
Outside Air Enthalpy Sensor
Dirty Filter On/Off Switch
Supply Fan Air Proving Via Modbus

Warranty

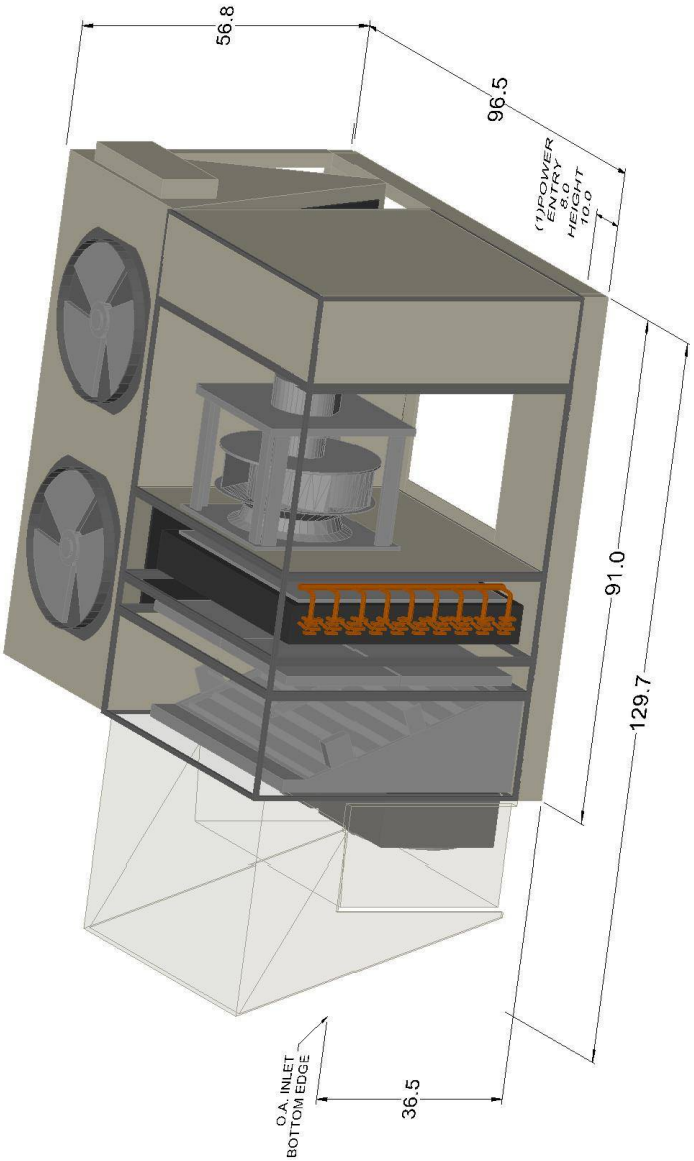
Parts:	Standard One Year
Compressor:	Standard One Year

AHRI Certification

All equipment is rated and certified in accordance with AHRI 360.

Notes

Forklift slots to remove unit from a truck bed. The fork lift slots are not to be used to place unit on a roof curb. Unit is to be lifted onto curb per IOM instructions.



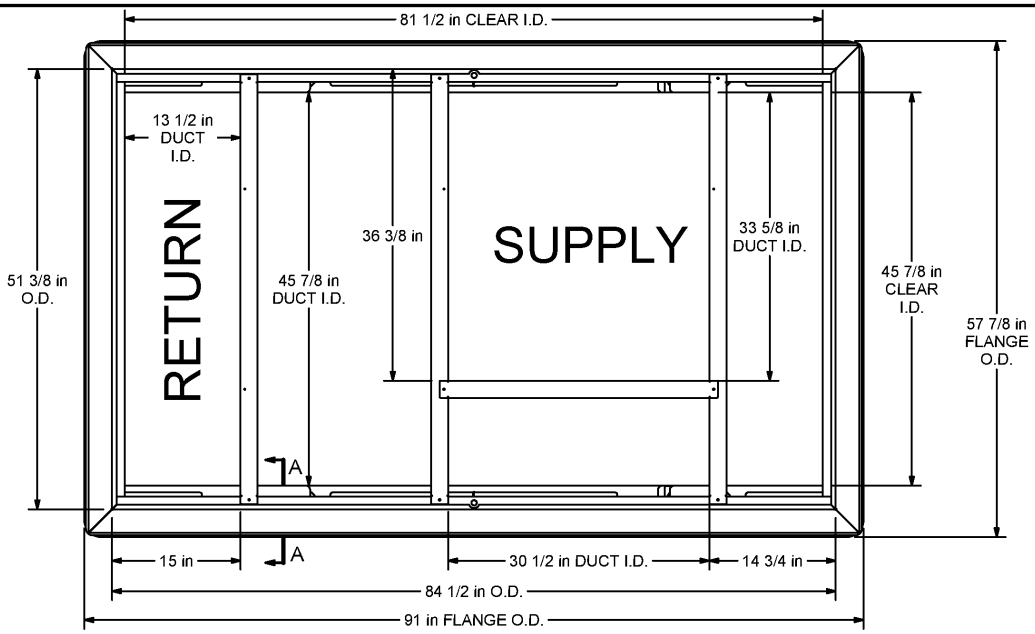
Notes:
(1) Recommended location for optional field cut side power connection.

	Unit Tag: PA-RTU-GYM	Sales Office: Thermosystems, LLC	
Product: Rebel	Project Name: 65464 - SD25 Arlington Heights	Sales Engineer:	
Model: DPS015A	June 01, 2023 | Ver/Rev: | Sheet: 1 of 1	Scale: NTS | Tolerance: +/- 0.25"	Dwg Units: in [mm]

DAIKIN

13600 Industrial Park Blvd. Minneapolis, MN 55441
www.DaikinApplied.com Software Version: 11.91

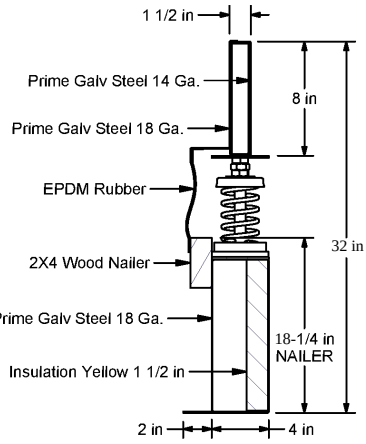
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.



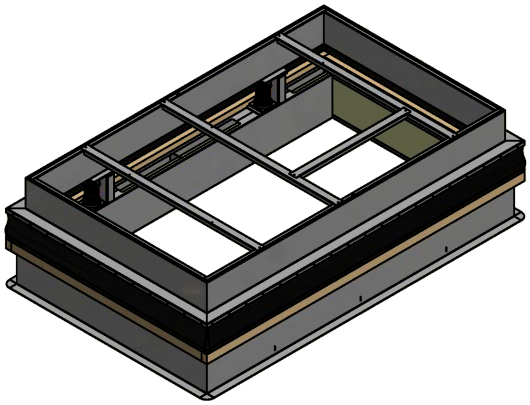
SUBMITTAL

Curb wall thickness and restraint requirements to be determined by seismic/windload calculations if required.

Verify roof pitch and direction



SECTION A-A
2" Spring Deflection
26" Min. Height



Non Seismic Curb

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Vibrocurb III Insulated Top Duct Supports
New McQuay 910114173 Curb
Existing

Curb Weight
397 lbs.
Total Weight
397 lbs.

(DO NOT SCALE DRAWING)
Unless otherwise specified dimensions are in inches
tolerances are
± 1/16 ± 0.0625 ± 1°

Qty.: Job # :
Tag:
Drawn: JColnar
Date: 5/27/2021
File: VIDS2MQ0438226FL000N0
Rev: D

thybar CORPORATION
Thybar makes it right the first time, every time

Thybar Corporation has a policy of continuous product improvement and reserves the right to change the product design without notice

S T A F F D E S I G N C O M M I S S I O N R E P O R T

PROJECT INFORMATION:

Project Name:	Patton Elementary School
Project Address:	1616 N. Patton Avenue
Prepared By:	Steve Hautzinger
Date Prepared:	July 26, 2023

PETITION INFORMATION:

DC Number:	23-033
Petitioner Name:	Don Hansen
Petitioner Address:	STR Partners LLC 350 W. Ontario Street, Suite 200 Chicago, IL 60654
Meeting Date:	August 8, 2023

Requested Action(s):
Approval of the proposed architectural design for a gymnasium addition to an existing elementary school.

Design Commission Responsibility for Projects Being Reviewed by Plan Commission:
The subject design is being forwarded to the Design Commission for review pursuant to Chapter 6 of the Municipal Code.

This project requires Plan Commission review and Village Board approval for an Amendment to a Special Use Permit to allow a building addition for a school in the R-3 One-Family Zoning District. Because this project is going to the Plan Commission, the role of the Design Commission is limited. The Design Commission's responsibility is as outlined in Chapter 28 of the Municipal Code, Section 14.2-1, which states:

"*For developments where a public hearing is necessary before the Plan Commission or Zoning Board of Appeals, the design review process should, if feasible, be completed by the time of the public hearing. Development proposals requiring rezoning, PUD or other Plan Commission approvals, shall be reviewed by the Design Commission* ***for building and signage only****."*

Summary and Background:
In February of 2023, the Design Commission reviewed and recommended approval of a three classrooms and storage space addition to Patton Elementary School. The classroom addition received Village Board approval in March of 2023.

At this time, the petitioner is proposing a 4,350 square foot addition to the existing gymnasium, which is located at the southern corner of the school. The proposed addition includes an indoor gym court area, a gym office, gym storage, as well as exterior storage.

Architectural Design:
The proposed addition is located at the south corner of the school which has limited visibility from the street, but it will be highly visible from the school parking lot. Overall, the proposed design is nicely done to fit with the existing school. All exterior materials have been selected to match the existing materials and colors. The massing of the proposed addition is a natural extension of the existing gymnasium. The clerestory windows and limestone fascia are nice features that enhance the appearance of the addition.

Mechanical Equipment Screening:
There will be a new rooftop mechanical unit on the new addition. However, since the addition and rooftop unit are setback from the street, the sight line will be cut off from view.

RECOMMENDATION:
It is recommended that the Design Commission **approve** the proposed architectural design for the addition to Patton Elementary School located at 1616 N. Patton Avenue. This recommendation is based on the plans received 6/20/23, Design Commission recommendations, compliance with all applicable Federal, State, and Village codes regulations and policies, the issuance of all required permits, and the following:

1. This review deals with architectural design only and should not be construed to be an approval of, or to have any other impact on, any other zoning and/or land use issues or decisions that stem from zoning, sign code or building or any other reviews. In addition to the normal technical review, permit drawings will be reviewed for consistency with the Design Commission and any other Commission or Board approval conditions. It is the architect/owner/builder's responsibility to comply with the Design Commission approval and ensure that building permit plans and sign permit plans comply with all zoning code, building code and sign code requirements.



July 26, 2023

Steve Hautzinger AIA, Design Planner
Department of Planning & Community Development

Cc: Charles Witherington Perkins, Director of Planning and Community Development, Sam Hubbard, Development Planner, Petitioner, DC File 23-033

PLAN COMMISSION PC #23-010
Patton School Gym
1616 N Patton 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. Final engineering plans shall be georeferenced by using State Plane Coordinate System – Illinois East. Below are details about projection:

Projected Coordinate System:	NAD_1983_StatePlane_Illinois_East_FIPS_1201_Feet
Projection:	Transverse_Mercator
False_Easting:	984250.00000000
False_Northing:	0.00000000
Central_Meridian:	-88.33333333
Scale_Factor:	0.99997500
Latitude_Of_Origin:	36.66666667
Linear Unit:	Foot_US
Geographic Coordinate System:	GCS_North_American_1983
Datum:	D_North_American_1983 Prime Meridian: Greenwich Angular Unit: Degree

13. A fire lane previously existed to the west of the building, connecting the two parking lots. The fire lane was essentially eliminated with the repaving of the play area in 2019. The petitioner's engineer is in discussions with the Building & Life Safety Department on whether or not the fire lane should be reestablished. This can be addressed at permit.

7/12/23

Michael L. Pagones, P.E. Date
Village Engineer

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

DEPARTMENT PLAN REVIEW SUMMARY

Patton School Building Expansion
1616 N Patton Ave

Round 2 Review Comments **08/02/2023**

1. **Character of use:**
   No additional comments.
2. **Are lighting requirements adequate?**
   No additional comments.
3. **Present traffic problems?**
   No additional comments.
4. **Traffic accidents at particular location?**
   No additional comments.
5. **Traffic problems that may be created by the development.**
   No additional comments.
6. **General comments:**
   No additional comments.

#358

Steven Dinov #358, Problem Oriented Policing Coordinator
Community Services Bureau

Approved by:

583

Supervisor's Signature

Planning & Community Development Dept. Review

July 18, 2023

REVIEW ROUND 1

Project: Patton School Gymnasium Addition
1616 N. Patton Avenue

Case Number: PC 23-010

General:

1. The written response to Special Use Permit Justification Criteria is acceptable.
2. Please a written response to Land Use Variation Justification Criteria. The written response shall demonstrate how the requested variation meets the four listed 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. The following approvals are required:
    - Amendment to SUP Ordinance #23-013 to allow a building addition.
4. Design Commission Review for this project is required. The Design Commission Meeting shall take place prior to a Plan Commission appearance.

Traffic & Parking:

5. The newly proposed rooftop HVAC equipment must be appropriately located away from property lines and/or screened by parapet walls or architecturally compatible enclosures, and additional sound attenuation equipment may be required. Please clarify the type of equipment proposed and explore the incorporation of a sound buffering enclosure around the south/west/east elevations of the newly proposed RTU, as may be applicable for enhanced appearance and sound attenuation of this unit.

Building:

6. The application materials did not include a full traffic and parking study prepared by a certified traffic engineer as required by code. Please provide the code required study or amend your request to include a variation to waive this requirement, along with a separate written Response to Zoning Code Variation Justification Criteria for this request. The written response shall demonstrate how the requested variation meets the four listed 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.**

7. Please confirm that student and staffing counts for the school will not be increased beyond previous approvals with this gymnasium addition. If student and staffing counts are increasing, please note the anticipated increase.

Prepared by:



Patton School Building Expansion
1616 N. Patton Avenue
PC #23-010
July 24, 2023

Landscape Issues

1) The ends of all parking rows and every 20 parking spaces shall include a landscape island equal in area to one parking space. In addition, the island must include a 4" caliper shade tree (Chapter 28, section 6.16-1.2b).

2) For the south parking area please increase the height of the plant material to six feet. In addition, please substitute the deciduous shrubs with evergreens such as Arborvitae so that the screen provides year round opacity. Per Chapter 28, Section 6.15-2 all paved parking areas shall be effectively screened from a residential district. Such screening shall be six feet high and provide year round opacity if adjoining a residential district.

STR PARTNERS LLC
350 West Ontario Street
Suite 200
Chicago IL 60654
312.464.1444
www.strpartners.com

August 17, 2023

Mr. Sam Hubbard
Development Planner
Planning and Community Development Department
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Re: Responses - Round 1

Plan Commission PC #23-010
Patton School Gym
1616 N. Patton Ave.
Arlington Heights, IL 60004

STR Project #22051

Dear Mr. Hubbard:

Responses to Round 1 comments for the Patton School Gym addition in Arlington Heights School District 25 follow.

ENGINEERING DEPARTMENT:

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.

    RESPONSE: With the exception that plans for a building permit will be submitted to the North Cook Intermediate Service Center/Regional Office of Education, who will issue the Building Permit, we acknowledge this understanding.

12. Final engineering plans shall be georeferenced by using State Plane Coordinate System - Illinois East. Below are details about projection:

Projected Coordinate System:	NAD_1983_StatePlane_Illinois_East_FIPS_1201_Feet
Projection:	Transverse_Mercator
False_Easting:	984250.00000000

False_Northing:	0.00000000
Central_Meridian:	-88.33333333
Scale_Factor:	0.99997500
Latitude_Of_Origin:	36.66666667
Linear Unit:	Foot_US
Geographic Coordinate System:	GCS_North American_1983
Datum:	D_North American_1983 Prime Meridian: Greenwich Angular Unit: Degree

RESPONSE: Final engineering plans shall be georeferenced using State Plane Coordinate System - Illinois East.

13. A fire lane previously existed to the west of the building, connecting the two parking lots. The fire lane was essentially eliminated with the repaving of the play area in 2019. The petitioner's engineer is in discussions with the Building & Life Safety Department on whether or not the fire lane should be reestablished. This can be addressed at permit.

    RESPONSE: Jorge Torres, CBO, Director, Building & Life Safety Department, commented "Approved, no fire lane will be required." via email on July 12, 2023 (attached). Attached is Fire Truck Exhibit CX401, dated 6/1/23, illustrating a 150' radii. If the radii is adjusted to 160', the building, and the proposed additions, are fully covered. Also attached is the "Building & Life Safety Department - Fire Apparatus Access Road Policy to Allow an Increase in Distance Where It May be Impossible/Impractical to Meet the Maximum Distance of 150 Feet" document. It should also be noted that the existing building and both of the proposed additions are/will be fully sprinkled in the final condition.

COMMUNITY SERVICES BUREAU:

1. Character of use: No additional comments.

   RESPONSE: Noted.

2. Are lighting requirements adequate? No additional comments.

   RESPONSE: Noted.

3. Present traffic problems? No additional comments.

   RESPONSE: Noted.

4. Traffic accidents at particular location? No additional comments.

   RESPONSE: Noted.

5. Traffic problems that may be created by the development. No additional comments.

   RESPONSE: Noted.

6. General comments: No additional comments.

   RESPONSE: Noted.

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT:

General:

1. The written response to Special Use Permit Justification Criteria is acceptable.

   RESPONSE: Noted.

2. Please provide a written response to Land Use Variation Justification Criteria. The written response shall demonstrate how the requested variation meets the four listed 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 noted.
   - 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 proper

   RESPONSE: A written response has been added to the Written Justification Special Use and Variation for a Land Use Variation (the Written Justification is attached). Note a School within the P-L District was approved with SUP Ordinance #22-019.

3. The following approvals are required:

    - Amendment to SUP Ordinance #23-013 to allow a building addition.

    RESPONSE: Noted.

4. Design Commission Review for this project is required. The Design Commission Meeting shall take place prior to a Plan Commission appearance.

    RESPONSE: A Design Commission meeting was held on Tuesday, August 8.

Traffic & Parking:

5. The newly proposed rooftop HVAC equipment must be appropriately located away from the property lines and/or screened by parapet walls or architecturally compatible enclosures, and additional sound attenuation equipment may be required. Please clarify the type of equipment proposed and explore the incorporation of a sound buffering enclosure around the south/west/east elevations of the newly proposed RTU, as may be applicable for enhanced appearance and sound attenuation of this unit.

    RESPONSE: The HVAC equipment is appropriately located away from property lines. Please note the following comment in the Staff Design Commission Report, dated July 26, 2023 (attached): "There will be a new rooftop mechanical unit on the new addition. However, since the addition and rooftop unit are setback from the street, the sight line will be cut off from the view." The HVAC equipment is a packaged unit and the cut sheet is attached.

6. The application materials did not include a full traffic and parking study prepared by a certified traffic engineer as required by code. Please provide the code required study or amend your request to include a variation to waive this requirement, along with a separate written response to Zoning Code Variation Justification Criteria for this request. The written response shall demonstrate how the requested variation meets the four listed 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 noted.

- 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.

RESPONSE: A written response has been added to the Written Justification Special Use and Variation for a Variation to waive the requirement for a full traffic and parking study (the Written Justification is attached).

7. Please confirm that student and staffing counts for the school will not be increased beyond previous approvals with the gymnasium addition. If student and staffing counts are increasing, please note the anticipated increase.

   RESPONSE: Student and staffing counts will not be increased beyond previous approvals. The gym will provide additional space for two sections of PE that occur simultaneously and will not change student and staffing counts.

LANDSCAPE ISSUES:

1. The ends of all parking rows and every 20 parking spaces shall include a landscape island equal in area to one parking space. In addition, the island must include a 4" caliper shade tree (Chapter 28, section 6.16-1.2b).

   RESPONSE: Note variations were approved with the Amendment to SUP Ordinance #22-019 to omit the required landscape islands at each end of the two central rows of parking within the South parking lot and interim landscape islands with the parking rows containing more than 20 parking stalls within the North parking lot. 4" caliper trees are included at the parking lot end islands.

2. For the south parking area please increase the height of the plant material to six feet. In addition, please substitute the deciduous shrubs with evergreens such as Arborvitae so that the screen provides year round opacity. Per Chapter 28, Section 6.15-2 all paved parking areas shall be effectively screened from a residential district. Such screening shall be six feet high and provide year round opacity if adjoining a residential district.

   RESPONSE: There is a row of deciduous and evergreen shrubs along the south edge of the south parking lot. Note these plants at 36" height will be planted up a slope a few feet to provide effective screening height at the time of installation.

Sincerely,
STR Partners LLC

Don Hansen, AIA, LEED AP
Senior Project Manager

attachments: Jorge Torres email, dated 7/12/23
Sheet CX401, dated 6/1/23
Document: "Building & Life Safety Department - Fire Apparatus Access Road Policy to Allow an Increase in Distance Where It May be Impossible/Impractical to Meet the Maximum Distance of 150 Feet" by the Building & Life Safety Department, Village of Arlington Heights, dated 2/23/23
Written Justification Special Use and Variation, dated 8/17/23
Staff Design Commission report, dated 7/26/23
RTU cut sheet

From: **Torres, Jorge** jtorres@vah.com
Subject: FW: Patton - Fire Lane
Date: July 12, 2023 at 10:30 AM
To: Josh Cap jcap@eea-ltd.com
Cc: Kevin Camino kcamino@eea-ltd.com, Laura Rosenbauer lrosenbauer@eea-ltd.com, Roberts, David droberts@vah.com, Ryan Schulz ryanschulz@sd25.org, Don Hansen don@strpartners.com, Pagones, Mike mpagones@vah.com, Papierniak, Cris cpapierniak@vah.com, Harris, Lance lharris@vah.com, Julius, Nanci njulius@vah.com

Approved, no additional fire lane will be required.

Best regards,

Jorge Torres, CBO
Director, Building & Life Safety Department
Building & Fire Code Official
Direct - (847) 368-5575

IAS RECOGNIZED Building Department

From: Josh Cap <jcap@eea-ltd.com>
Sent: Wednesday, July 12, 2023 9:48 AM
To: Torres, Jorge <jtorres@vah.com>
Cc: Kevin Camino <kcamino@eea-ltd.com>; Laura Rosenbauer <lrosenbauer@eea-ltd.com>; Roberts, David <droberts@vah.com>; Ryan Schulz <ryanschulz@sd25.org>; Don Hansen <don@strpartners.com>
Subject: RE: Patton - Fire Lane

[**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.]

Jorge,

As discussed this morning, and with consideration given to the attached Fire Apparatus Access Road Policy and Fire Truck Exhibit, the maximum distance from the proposed fire apparatus access areas will not exceed 200 feet. The attached exhibit illustrates a 150' radii. If the radii is adjusted to 160', the building, and the proposed additions, area fully covered. It should also be noted that the existing building and both of the proposed additions are/will be fully sprinkled in the final condition.

Please let me know if you require any additional information or clarifications before making the final determination regarding the request to reinstate the fire lane indicated on record design documents.

Thank you again for your assistance on this matter.

Josh Cap, PE (IL)
Project Manager
D 847.250.2577

P 847.223.4804

ERIKSSON ENGINEERING ASSOCIATES, LTD.

From: Torres, Jorge <jtorres@vah.com>
Sent: Wednesday, July 12, 2023 7:50 AM
To: Josh Cap <jcap@eea-ltd.com>
Cc: Kevin Camino <kcamino@eea-ltd.com>; Laura Rosenbauer <lrosenbauer@eea-ltd.com>; Roberts, David <droberts@vah.com>
Subject: RE: Patton - Fire Lane

Josh,

Call me to discuss the attached, I will be available today and tomorrow after 10am anytime:

- 9-10:30am
- 2-3pm

Best regards,

Jorge Torres, CBO
Director, Building & Life Safety Department
Building & Fire Code Official
Direct - (847) 368-5575

IAS RECOGNIZED Building Department

From: Josh Cap <jcap@eea-ltd.com>
Sent: Tuesday, July 11, 2023 2:18 PM
To: Torres, Jorge <jtorres@vah.com>
Cc: Kevin Camino <kcamino@eea-ltd.com>; Laura Rosenbauer <lrosenbauer@eea-ltd.com>
Subject: Patton - Fire Lane

[**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.]

Jorge,

Thanks again for your time for your time on the phone earlier. As discussed, I've attached an updated fire truck exhibit. The exhibit shows 300' radii from the nearest hydrants, and 150' radii from the approximate locations of an emergency response vehicle. I've indicated the small sliver of the building that is not fully covered by the 150' radii.

Please let me know your thoughts on this once you've had time to review. I am available to discuss at any time tomorrow.

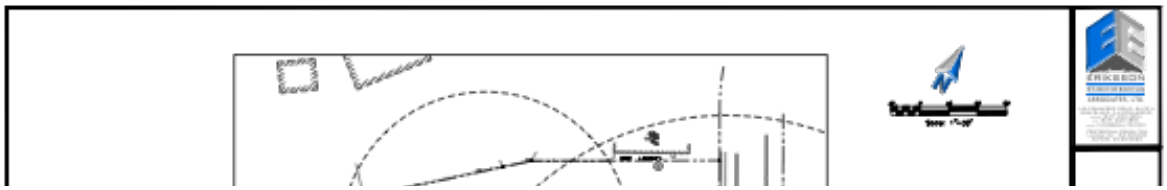
Thank you,

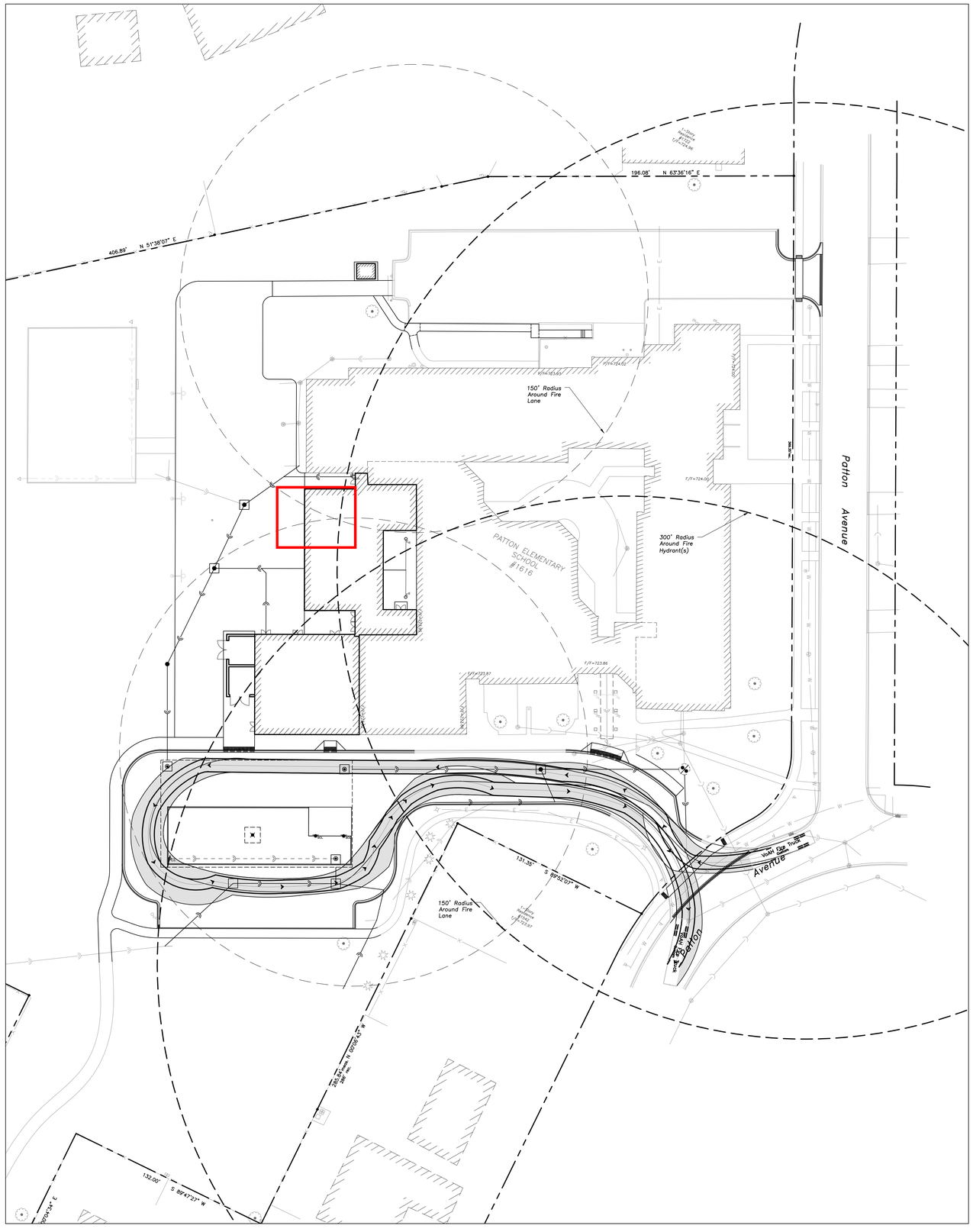
Josh Cap, PE (IL)
Project Manager
D 847.250.2577
P 847.223.4804

ERIKSSON ENGINEERING ASSOCIATES, LTD.
Illinois | Wisconsin | Indiana | www.eea-ltd.com
145 Commerce Drive, Suite A, Grayslake, IL 60030

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Fire Apparatus Access...y.docx





Scale: 1"=30'

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2023

PATTON ELEMENTARY SCHOOL
BUILDING ADDITION AND RENOVATIONS

1616 N. PATTON AVENUE
ARLINGTON HEIGHTS, ILLINOIS

Reserved for Seal:

No.	Date	Description
1	04/17/23	ISSUE FOR BID
1	04/24/23	ISSUE FOR ADDENDUM #1
2	05/03/23	ISSUE FOR ADDENDUM #2
2	06/01/23	ISSUE FOR CONSTRUCTION

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Design By:	Approved By:	Date:
LMR	JC	06/01/23

Sheet Title:

FIRE TRUCK EXHIBIT

Sheet No:

CX401

EEA – P:\Josh\Arlington Heights School Dist 25\2022 Kindergarten Additions\Drawings\Patton\2023-06-21 Siteplan – Patton.dwg
Plotted: 7/06/23 @ 9:18am By: jcap

Village of Arlington Heights
Building & Life Safety Department
33 South Arlington Heights Road
Arlington Heights, Illinois 60005-1499
(847) 368-5560
Website: www.vah.com

Building & Life Safety Department – Fire Apparatus Access Road Policy to Allow an Increase in Distance Where It May be Impossible/Impractical to Meet the Maximum Distance of 150 Feet

Purpose Statement

The purpose of this policy is to establish a procedure for allowing an increase in the required fire apparatus access road when the location of the building or site conditions do not allow the structure to be within the normally required distance of 150 feet.

Policy

In cases where the size of the structure or site conditions prohibit a fire apparatus access road to be within the maximum code allowed distance of 150 feet, the Fire Code Official shall have the authority to increase the distance by not more than one fire hose length of 50 feet, for a total distance of 200 feet.

At the discretion of the Fire Code Official, additional fire safety features and/or systems may be required. Examples, but not limited to the following:

- Standpipes (wet or dry)
- ESFR Fire Suppression System
- Fire Command Center

Applicability

This policy shall be applied on a case-by-case basis where it has been determined that the size of the structure or proposed location of a structure on a site does not meet the maximum allowed distance of 150 feet between the structure and the fire apparatus access road.

PLAN COMMISSION PC #23-010
Patton School Gym
1616 N Patton Ave
Round 2

14. The petitioner's response to comment no. 13 is acceptable. The Public Works Department and Engineering Division have no further comments.

8-22-23

Michael L. Pagones, P.E. Date
Village Engineer

Planning & Community Development Dept. Review

August 28, 2023

REVIEW ROUND 2

Project:	Patton School Gymnasium Addition 1616 N. Patton Avenue
Case Number:	PC 23-010

8. The responses to comments #1-#4, #6, and #7 are acceptable.
9. The response to comment #5 is noted. Should the Village receive substantiated noise complaints relative to the proposed RTU's, School District 25 shall be required to address said complaints, which may include the installation of sound attenuation improvements. Please acknowledge your understanding of this requirement.

Prepared by: SAM HUBBARD

Patton School Building Expansion
1616 N. Patton Avenue
PC #23-010
August 22, 2023

Landscape Issues

1) The ends of all parking rows and every 20 parking spaces shall include a landscape island equal in area to one parking space. In addition, the island must include a 4" caliper shade tree (Chapter 28, section 6.16-1.2b).

   A variance was granted in 2022 and the response has been noted.

2) For the south parking area please increase the height of the plant material to six feet. In addition, please substitute the deciduous shrubs with evergreens such as Arborvitae so that the screen provides year round opacity. Per Chapter 28, Section 6.15-2 all paved parking areas shall be effectively screened from a residential district. Such screening shall be six feet high and provide year round opacity if adjoining a residential district.

   The Code required screen must be provided. Please increase the height of the plant material to six feet and substitute the deciduous plant material with six foot high evergreens.

STR PARTNERS LLC
350 West Ontario Street
Suite 200
Chicago IL 60654
312.464.1444
www.strpartners.com

September 5, 2023

Mr. Sam Hubbard
Development Planner
Planning and Community Development Department
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Re: Responses - Round 2

Plan Commission PC #23-010
Patton School Gym
1616 N. Patton Ave.
Arlington Heights, IL 60004

STR Project #22051

Dear Mr. Hubbard:

Responses to Round 2 comments for the Patton School Gym addition in Arlington Heights School District 25 follow.

ENGINEERING DEPARTMENT:

14. The petitioner's response to comment no . 13 is acceptable. The Public Works Department and Engineering Division have no further comments.

    RESPONSE: Noted.

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT:

8. The responses to comments #1-#4, #6, and #7 acceptable.

    RESPONSE: Noted.

9. The response to comment #5 is noted. Should the Village receive substantiated noise complaints relative to the proposed RTU's, School District 25 shall be required to address said complaints, which may include the installation of sound attenuation improvements. Please acknowledge your understanding of this requirement.

RESPONSE: District 25 acknowledges that should substantiated noise complaints arise in connection with the proposed RTUs, the School District will review the complaints and, if necessary, implement sound control measures, up to and including sound attenuation in accordance with the Village code.

LANDSCAPE ISSUES:

1. The ends of all parking rows and every 20 parking spaces shall include a landscape island equal in area to one parking space. In addition, the island must include a 4" caliper shade tree (Chapter 28, section 6.16-1.2b).

   A variance was granted in 2022 and the response has been noted.

   RESPONSE: Noted.

2. For the south parking area please increase the height of the plant material to six feet. In addition, please substitute the deciduous shrubs with evergreens such as Arborvitae so that the screen provides year round opacity. Per Chapter 28, Section 6.15-2 all paved parking areas shall be effectively screened from a residential district. Such screening shall be six feet high and provide year round opacity if adjoining a residential district.

   The Code required screen must be provided. Please increase the height of the plant material to six feet and substitute the deciduous plant material with six foot high evergreens.

   RESPONSE: The plantings are unchanged from the approved Amendment to SUP Ordinance #22-019. No revisions have been made.

Sincerely,
STR Partners LLC

Don Hansen, AIA, LEED AP
Senior Project Manager

PLAN COMMISSION PROJECT TIMELINE

Project Name: Patton School Gym Addition
PC Number: 23-010
Location: 1616 N. Patton Ave.

Requested Action:

1. Amendment to Ordinances #90-087 and #23-013 to allow a building addition.
2. A variation from Chapter 28, Section 6.12-1 (Traffic Engineering Approval for Projects Requiring Plan Commission Review) to waive the requirement to provide a traffic study and parking analysis prepared by a qualified professional engineer.

	Date	# of Business Days
Petitioner Provides Plans needed for CPRC	06/30/23	-
Conceptual Plan Review Meeting (CPRC)	07/26/23	17
Awaiting Petitioner PC Application	06/30/23	0
PC Application Submittal Date	06/30/23	-
1st Round Department Comments	08/02/23	22
Petitioner's Response – 1st Round	09/05/23	23
PC Hearing	09/13/23	51 days from application date
Village Board	10/02/23	13
Potential Village Board Resolution Adoption	10/16/23	10

Village Board
10/2/2023

Item: An Ordinance Approving a First Amendment to the Lease Agreement with Shree Neelkanth, Inc.

Department: Planning & Community Development

In late 2020, the Village Board approved a lease agreement with Shree Neelkanth Inc. to independently operate a Gateway Newstands location within the Downtown Metra Station. This five-year leased commenced on January 1, 2021 and runs through December 31, 2025. Since that time, the business has struggled to generate revenue as UP-NW ridership has only recovered two-thirds of its pre-pandemic ridership.

Dilip Patel, owner of Shree Neelkanth Inc., has requested permission to place a vending machine next to his store's entrance in order to help generate additional revenue, whether Gateway Newstands is open or closed. The owner had already placed an ATM outside the store. Previous lease language did not include an allowance for this, but the amendment under consideration permits one ATM. Planning & Community Development Staff provided additional assistance to the owner by conducting measurements and drawing up the attached floor plan and elevation.

Besides bringing the Village modest sales tax revenue, Gateway Newstands is a positive amenity benefitting the commuters that access Metra trains via Downtown Arlington Heights.

RECOMMENDATION:
It is recommended that the Village Board of Trustees approve a resolution, and authorize the Village Manager to execute an amendment of the existing lease with Shree Neelkanth Inc. in order to allow a vending machine and an ATM within the Downtown Metra Station. This approval is subject to compliance with all Village codes and regulations.

ATTACHMENTS:

Description	Type
FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND SHREE NEELKANTH, INC	Agreement

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH THE SHREE NEELKANTH, INC.	Agreement
An Ordinance Approving a First Amendment to the Lease Agreement with Shree Neelkanth, Inc.	Ordinance

FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND SHREE NEELKANTH, INC

THIS IS A FIRST AMENDMENT (***"First Amendment"***), dated as of _____, 2023 (***"Effective Date"***), to that certain Lease Agreement commencing January 1, 2021 (***"Lease"***) by and between the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois municipal corporation (***"Village"*** or ***"Landlord"***), and **SHREE NEELKANTH, INC** (***"Tenant"***) (each a ***"Party"*** and collectively, the ***"Parties"***).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. RECITALS.

A. The Village owns the property commonly known as the Downtown Train Station in the Village of Arlington Heights ("***Property***").

B. The Village and Tenant entered into the Lease to allow Tenant to lease and operate a convenience store and coffee shop a portion of the Property (***"Premises"***).

C. The Village and Tenant now desire to amend the Lease to allow Tenant to install and operate an automated teller machine and a vending machine near the Premises.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Lease.

B. Rules of Construction. Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Lease remain unchanged and in full force and effect. In the event of a conflict between the text of the Lease and the text of this First Amendment, the text of this First Amendment controls.

SECTION 3. AMENDMENTS.

Section 4(b) of the Lease, titled "Additional Uses of Building," is added as follows:

b) **Additional Use of Building.** Landlord permits the following additional uses of the Building, subject to the terms and conditions of this Lease:

i. **Automated Teller Machine.** Tenant may install and use one automated teller machine (***"ATM"***). The ATM must be located where depicted in a Landlord-approved floor plan and elevation within the Common Area that is both within 10 lineal feet of the Premises and is in a location that does not to impede pedestrian mobility. Tenant is solely responsible for all costs associated with the ATM including, without limitation, its installation, maintenance, repair, and removal. Prior to installation of the ATM, Tenant must provide Landlord with insurance acceptable to the Landlord, in its sole discretion, with coverage for all potential costs, losses, and damages that Landlord, the Premises, the Common Area, or the Building could incur related in any manner to the ATM. Landlord will, at Tenant's cost, provide electric and internet lines and service to the ATM. Tenant will pay the costs

of installation, maintenance, repair, removal, and usage of the electric and internet lines. In order to accommodate the ATM, Tenant must, at its cost, relocate the cabinets identified by Landlord to the Tenant's space storage area. Tenant must remove the ATM and restore the Common Area, at Tenant's cost, when and as directed by Landlord.

ii) **Vending Machine.** Tenant may install and use one vending machine following Tenant's submittal of a vending machine license application and its approval by Landlord. The vending machine must be located where depicted in a Landlord-approved floor plan and elevation within the Common Area immediately adjacent to the Premises. The vending machine must (a) not exceed 40 inches in width and 34 inches in depth, (b) be secured to an adjacent wall in a manner approved by the Landlord, and (c) placed in a location that does not impede pedestrian mobility. Tenant is solely responsible for all costs associated with the vending machine including, without limitation, its installation, maintenance, repair, and removal. Prior to installation of the vending machine, Tenant must provide Landlord with insurance acceptable to the Landlord, in its sole discretion, with coverage for all potential costs, losses, and damages that Landlord, the Premises, the Common Area, or the Building could incur related in any manner to the vending machine. Landlord will, at Tenant's cost, provide an electric line and electric service to the vending machine. Tenant will pay the costs of installation, maintenance, repair, removal, and usage of the electric line. In order to accommodate the vending machine, Tenant must, at its cost, relocate the cabinets identified by Landlord to the Tenant's space storage area. Tenant must remove the vending machine and restore the Common Area, at Tenant's cost, when and as directed by Landlord.

SECTION 4. REPRESENTATIONS.

A. By the Village. The Village hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Corporate Authorities; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. By Tenant. Tenant hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Tenant; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Tenant enforceable in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF ARLINGTON HEIGHTS

_____
Rebecca Hume, Village Clerk

By: _____

Its: Village President

ATTEST:

SHREE NEELKANTH, INC.

By: _____

Its: _____

By: _____

Its: _____



VENDING
40"W X 72"H

ATM

6"

11'–1"

2'–1"

VENDING
40"W X 34"D

CABINETS
72"W X 24"D

ATM
16"W X 24"D

Gateway Newstands

SCALE: 1/2" = 1'–0"

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: BALDINO, SCALETTA, TINAGLIA, CANTY, ROSENBERG, LABEDZ, SCHWINGBECK, PADOVANI, HAYES
NAYS: NONE

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

Thomas W. Hayes
Village President

ATTEST:

Rebecca Hume
Village Clerk

2020-046
A2020-082

LEASE AGREEMENT

between

VILLAGE OF ARLINGTON HEIGHTS

as Landlord

and

Shree Neelkanth, INC
as Tenant

A2020-082
2020-046

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: Thomas W. Hayes

Name: THOMAS W. HAYES

Title: Village President

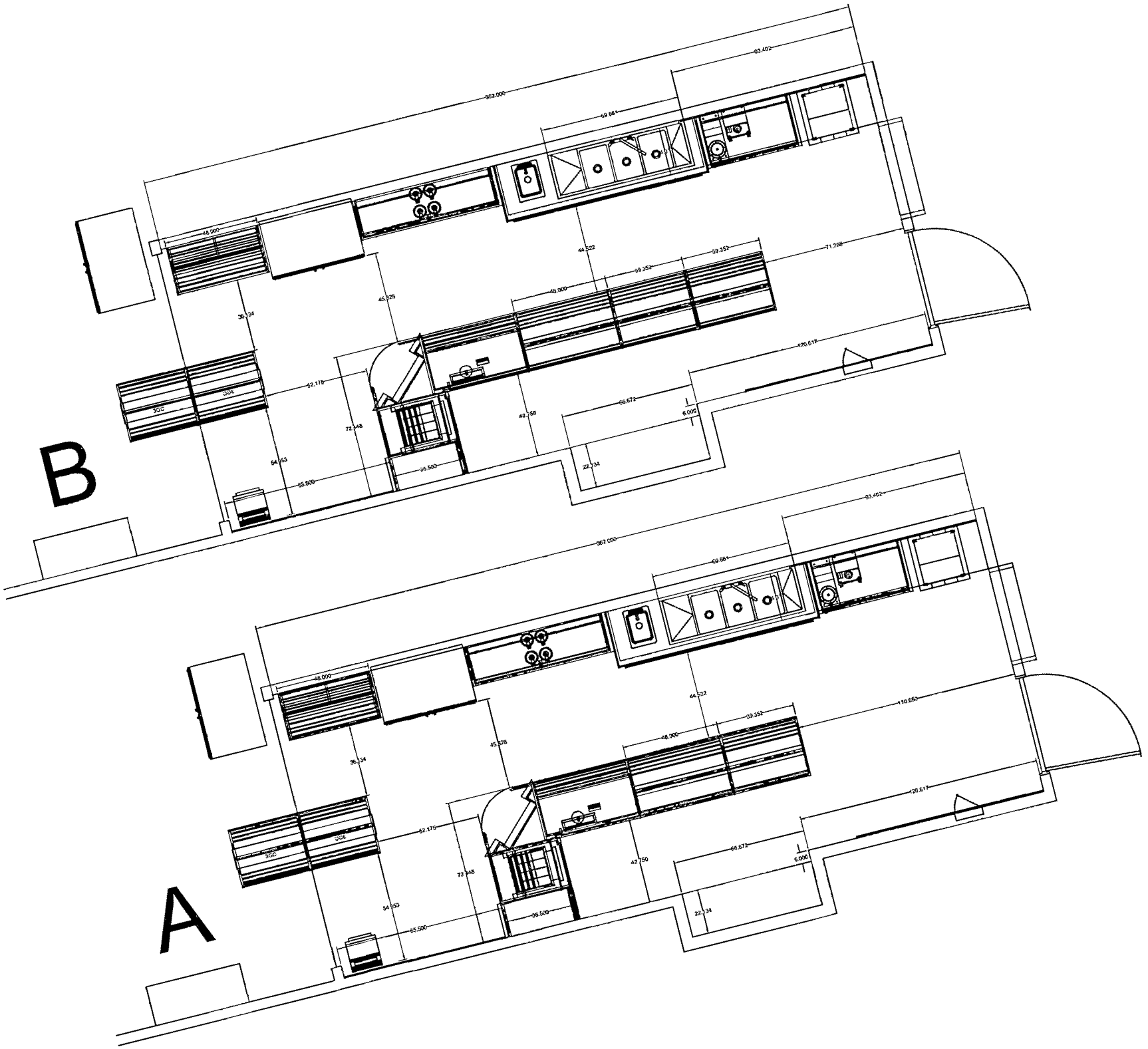
TENANT:

SHREE NEELKANTH INC

By: Dilip J. Patel

Name: DILIP J. PATEL

Title: OWNER


B
A
362.000
69.661
03.462
48.000
44.522
39.352
45.378
36.134
52.175
72.148
64.563
85.500
36.500
42.750
66.672
6.000
22.134
120.617
3GC
3GE

AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE LEASE AGREEMENT
WITH SHREE NEELKANTH, INC.
(Downtown Train Station)

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

WHEREAS, the Village and Shree Neelkanth, Inc., an Illinois corporation ("*Tenant"*), are parties to a lease for the operation by the Tenant of a convenience store and coffee shop on a portion of the Property ("*Lease Agreement*"); and

WHEREAS, the Village desires to amend the Lease Agreement to allow the Tenant to install and operate an automated teller machine and a vending machine on the Property according to the terms, provisions, and conditions of a first amendment thereto ("*First Amendment"*); and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to enter into the First Amendment with the Tenant;

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

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. APPROVAL OF FIRST AMENDMENT. The President and Board of Trustees hereby approve the First Amendment with the Tenant in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF FIRST AMENDMENT. The Village Board hereby authorizes and directs the Village President to execute, on behalf of the Village, the First Amendment upon receipt by the Village Clerk of at least one original copy of the First Amendment executed by Tenant; provided, however, that if the executed copy of the First Amendment is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this Ordinance will, at the option of the Village Board, be null and void.

SECTION 4. PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 5. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS ___ day of _____, 2023.

_____
Village President

ATTEST:

_____
Village Clerk