



May 5, 2014
8:00 PM

AGENDA
President and Board of Trustees
Village of Arlington Heights

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

- A. Presentation of the Colors by Cub Scout Pack #268 Wolf Den from Greenbrier School

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

- A. Village Board 04/21/2014

V. APPROVAL OF ACCOUNTS PAYABLE

- A. Warrant Register of 4/30/2014

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 May 5, 2014

Interview of Christopher Guerra for Appointment to the Youth Commission
- B. Report of the Committee-of-the-Whole Meeting of May 5, 2014

Interview of Jonathan Kubow for Appointment to the Design Commission

- C. Report of the Housing Commission - CDBG - Funded Group Home / Transitional Housing Rehabilitation Loan Program

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. Recruitment Firm - Village Manager
- B. Cured in Place Lining
- C. Hot Mix Asphalt Restoration

CONSENT LEGAL

- A. An Ordinance Amending a Special Use Permit and Granting Variations from Chapter 28 of the Arlington Heights Municipal Code (St. Viator High School, 1213 E. Oakton Street; cafeteria addition and storage building)
- B. An Ordinance Granting a Special Use Permit for a Restaurant (Starbucks, 1808 S. Arlington Heights Road)
- C. An Ordinance Amending Chapter 13 of the Arlington Heights Municipal Code (Making available four Class "B" liquor licenses)
- D. A Resolution Approving a Memorandum of Understanding (Ambulance services; Long Grove Fire Protection District)

CONSENT APPOINTMENTS

- | A. | Board/Commission | Member Reappointment | Term Ending |
|----|----------------------------|-----------------------------|--------------------|
| | Plan Commission | Joseph Lorenzini | 4/30/17 |
| | Board of Health | Jerome Meservey | 4/30/17 |
| | Board of Health | Yota Kleinman | 4/30/17 |
| | Brd. of Local Improvements | Gregory Franck | 4/30/19 |

Brd. of Local Improvements	John Kazanow	4/30/19
Brd. of Local Improvements	Nicholas Cortesi	4/30/19
Fire & Police Commission	D. Court Harris	4/30/17
Electrical Commission	Henry Sievert	4/30/17
Design Commission	Anthony Fasolo	4/30/17
Building Code Review Brd.	John Carrato	4/30/17
Building Code Review Brd.	Carl Baldassarra	4/30/17
Environmental Commission	Jodi Shapiro	4/30/17
Environmental Commission	Michael Wilder	4/30/17
Housing Commission	Mark Hellner	4/30/17
Arlington Economic Alliance	Scott Whisler	4/30/17
Senior Citizens Commission	Patricia Bielat	4/30/17
Senior Citizens Commission	Frederick Feldman	4/30/17
Senior Citizens Commission	Sharon Adams	4/30/17
Citizens w/Disabilities Com.	Roxanne Calibraro	4/30/17
Citizens w/Disabilities Com.	James C.O. Ludwig	4/30/17
Citizens w/Disabilities Com.	Corey Axelrod	4/30/17
Bicycle & Pedestrian Com.	James Daley	4/30/17
Bicycle & Pedestrian Com.	Mitchell Polonsky	4/30/17
Bicycle & Pedestrian Com.	Michael Walczak	4/30/17
Special Events Commission	Chris Fahnoe	4/30/18
Special Events Commission	Kevin Seifert	4/30/18
Special Events Commission	Steve Fromm	4/30/18
Youth Commission	Kim Dyer	4/30/17
Youth Commission	Rebecca Fahy	4/30/15
Youth Commission	Samantha Doro	4/30/15
Youth Commission	Adam Johnson	4/30/15
Arts Commission	Toni Higgins-Thrash	4/30/17

Board/Commission	Chair Reappointment	Term Ending
Youth Commission	Kim Dyer	4/30/15
Special Events Commission	Steve Fromm	4/30/15
Fire & Police Commission	Lee Hettinger	4/30/15
Electrical Commission	Joseph Bove	4/30/15
Building Code Review Brd.	Carl Baldassarra	4/30/15
Environmental Commission	Michael Wilder	4/30/15

Board/Commission	New Chair Appointment	Term Ending
Plan Commission	Joseph Lorenzini	4/30/15
Board of Health	Jerome Meservey	4/30/15
Brd. of Local Improvements	John Kazanow	4/30/15
Housing Commission	Mark Hellner	4/30/15
Citizens w/Disabilities Com.	Seth Goldberg	4/30/15
Bicycle & Pedestrian Com.	Peter Szabo	4/30/15

Arts Commission	Mary Seitz-Pagano	4/30/15
Design Commission	Ted Eckhardt	4/30/15
Zoning Board of Appeals	Tony Petrillo	4/30/15

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

- A. Kiddie Academy Child Care
880 W. Dundee Rd.
PC#14-003
- B. Arlington Downs
3400 W. Euclid Ave.
PC#14-005
- C. Windsor Woods Condominiums - Sign Variation
2626 N. Windsor Dr.
DC#14-023
- D. Sign Code Modifications - Chapter 30 Text Amendments
Downtown Signage - Blade Signs, Sandwich Board Signs,
Removable Hanging Signs
DC#14-017

XIII. LEGAL

- A. An Ordinance Approving an Agreement Between the Village of
Arlington Heights and the Metropolitan Alliance of Police, Arlington
Heights Police Chapter 510
- B. An Ordinance Approving an Agreement Between the Village of
Arlington Heights and the Arlington Heights Firefighters Association,
Local 3105, I.A.F.F.

XIV. APPOINTMENTS

XV. PETITIONS AND COMMUNICATIONS

XVI. REPORT OF THE VILLAGE MANAGER

- A. 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

- and -

5 ILCS 120/2(c)(1): Appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel

XVII. ADJOURNMENT

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



Item: Presentation of the Colors

Department:

Presentation of the Colors by Cub Scout Pack #268 Wolf Den from Greenbrier School

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:



Item: Village Board 04/21/2014

Department: Village Clerk

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

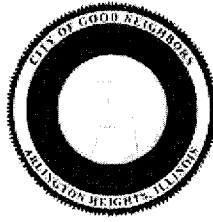
ATTACHMENTS:

Description

[Village Board 04/21/2014](#)

Type

Minutes



April 21 2014
8:00 PM

MINUTES
President and Board of Trustees
Village of Arlington Heights

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE



- A. Presentation of the Colors by Boy Scout Troop #32 from
First Presbyterian Church

III. ROLL CALL OF MEMBERS

The Village Clerk called the roll with President Pro Tem Glasgow and the following Trustees responding: Blackwood, Sidor, Tinaglia, LaBedz, Farwell and Rosenberg.

President Hayes and Trustee Scaletta were absent.

Also present were Village Manager Bill Dixon, Assistant Village Attorney Robin Ward, Director of Planning & Community Development Charles Witherington-Perkins, Finance Director Tom Kuehne, Assistant Public Works Director Chris Papierniak and Village Clerk Becky Hume.

IV. APPROVAL OF MINUTES



- A. Committee-of-the-Whole April 7, 2014 Approved

Trustee Joe Farwell moved to approve. Trustee Carol Blackwood Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Sidor , Tinaglia .

Abstain: Rosenberg .

Absent: Hayes , Scaletta .



- B. Village Board 04/07/2014 Approved

Trustee Carol Blackwood moved to approve. Trustee Mike Sidor Seconded the

Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

V. APPROVAL OF ACCOUNTS PAYABLE



A. Warrant Register of 04/15/2014

Approved

Trustee Joe Farwell moved to approve the Warrant Register dated 4/15/2014 in the amount of \$1,017,506.18. Trustee Bert Rosenberg Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

VI. RECOGNITIONS AND PRESENTATIONS



A. Recognition of John Hersey High School Debate Team in IL Congressional Debate Association competition and IHSA State Tournament

Assistant Coach Ryan Danzinger introduced the team of Melanie Cohodes, Michael Feltes, Ben Goldberg, Daniel Niersbach, Karthik Ravi and Michael Miller. The team won the top three places in the Illinois High School Association's Debate Finals and the All State Competition. President Pro Tem Glasgow presented certificates to the team members.



B. Recognition of Water Main Tapping Team for finishing First in Illinois Section, American Water Works Association Tapping Contest - Terry Botterman, Ryan Holthouse, John Preucil and Dave Nordin

President Pro Tem Glasgow thanked the team for their hard work and their success in the competition whereby they demonstrate how fast the teams can tap water. This is the Village's 6th year winning the men's event.



C. Recognition of Vee Trevino on Women's State Water Main Tapping Team

Vee Trevino competed in the Women's State Water Main Tapping Team and was teamed with other women from around Illinois to secure this victory.

D. Recognition of Jimmy Garoppolo, Arlington Heights Resident and NFL Draft Candidate.

Jimmy Garoppolo was honored for his outstanding football career as the quarterback for Eastern Illinois University. He attended Westgate School, South Middle School and Rolling Meadows High School. While at Eastern, Mr. Garoppolo broke Tony Romo's passing record. He won the Walter Payton Award, was named the FCS ADA National Offensive Player of the Year and Quarterback of the Year. In addition he was named an All-American by the Associated Press. President Pro Tem Glasgow presented Mr. Garoppolo with a proclamation from the Village declaring May 8th, 2014 as Jimmy Garoppolo day in Arlington Heights and acknowledged the hard work and effort he put into getting where he is.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

William Gnech, 2215 E. Grove, thanked Mr. Dixon and the snow crew for doing a phenomenal job this past winter. Last year, he filled out questionnaire regarding flooding. He has since learned that his street is not one of the streets being studied in the flood study. He expressed frustration that nothing is going to be done. Last November a massive storm that came through and a river of water close to fourteen inches deep came down Waterman. The Village crew was there worked for four hours trying to keep the debris going down the drain. He said his neighborhood should not have to live this way. This area needs to be fixed. Mr. Gnech said that so many people are putting in sump pumps that water is now flowing down Waterman and through people's back yards 24 hours a day. He asked for immediate help in changing what is underground.

Mr. Dixon said the flood studies should be ready for Board review by the end of the summer.

Art Ellingsen, P.O. Box 2, Arlington Heights said that in May of 2005 a court certified pedofile began harassing a young girl in Arlington Heights. He said the police did nothing. Mr. Ellingsen filed a lawsuit for slander and libel to get this same man to and subsequently received a judgment in his favor. Mr. Ellingsen said this man is harassing him via the internet and asked for the Village to take action. He said that he has been in contact with the Police Department, but they have not taken action. He said that judges have said the behavior is criminal; however the police are treating the situation as if it is a civil matter. He said he sent the Board an email outlining his situation and asked for their help. Mr. Ellingsen also asked for the Board to use its home rule powers to not allow smart meters to be installed in residents' homes. He said the meters cause fires. If the meters are to be installed, please allow residents the choice of opting out without any cost.

IX. OLD BUSINESS

- A. Report of the Committee-of-the-Whole Meeting of April 21, Approved 2014 - Consideration of recommending to the Liquor

Commissioner the issuance of a Class "B" Liquor License to
Walgreen Co. dba Walgreens #05594, located at 3 E. Golf
Road

Trustee Robin LaBedz moved to approve. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

- B. Report of the Committee-of-the-Whole Meeting of April 21, Approved
2014 - Consideration of recommending to the Liquor
Commissioner the issuance of a Class "B" Liquor License to
Walgreen Co. dba Walgreens #00039, located at 235 E.
Palatine Road

Trustee Carol Blackwood moved to approve. Trustee Robin LaBedz Seconded the
Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

- C. Report of the Committee-of-the-Whole Meeting of April 21, Approved
2014 - Consideration of recommending to the Liquor
Commissioner the issuance of a Class "B" Liquor License to
Walgreen Co. dba Walgreens #09246, located at 1000 E.
Northwest Highway

Trustee Robin LaBedz moved to approve. Trustee Joe Farwell Seconded the Motion.
The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

- D. Report of the Committee-of-the-Whole Meeting of April 21, Approved
2014 - Consideration of recommending to the Liquor
Commissioner the issuance of a Class "B" Liquor License to
Bond Drug Company of Illinois, dba Walgreens #03512,
located at 1711 W. Campbell Street

Trustee Joe Farwell moved to approve. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

X. CONSENT AGENDA

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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 OLD BUSINESS

CONSENT APPROVAL OF BIDS

A. Insurance Renewal Approved

Trustee Mike Sidor moved to approve the insurance policies and premiums listed in the FY2015 Quotes. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

B. Vendor Expenses Over \$10,000 In Aggregate for FY 2015 Approved

Trustee Mike Sidor moved to waive the requirements of formal competitive bidding and authorize the purchase of goods, materials and services from the listed vendors during FY2015. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

C. 2014 Water System Improvements Approved

Trustee Mike Sidor moved to award a contract for the 2014 Water System Improvements to the low bidder, Patnik Construction of Franklin Park, IL in the amount of \$439,756 and authorize execution of a contract. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

D. Itron Mobile Interrogator Components Approved

Trustee Mike Sidor moved to award the purchase of an Itron Mobile Interrogator to the low bidder, Midwest Meter Inc., of Edinburg, IL for \$20,995. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

E. Public Works Tire Changer Approved

Trustee Mike Sidor moved to approve the purchase of a Coats HIT 5000 Tire Changer from Rubber Inc. of Chicago in an amount not to exceed \$11,189. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

F. Roadway Maintenance Materials FY15 Approved

Trustee Mike Sidor moved to award the Roadway Maintenance Materials contract for FY15 to the low bidders, Orange Crush LLC and Arrow Road Construction for asphalt materials, and to Meyer Material for concrete materials. It is further recommended that if the low bidder cannot furnish materials in a timely manner, purchases be authorized from the other bidders, from the lowest to the highest unit price. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

G. Award of Contract for Secondary Landscape Maintenance Approved

Services

Trustee Mike Sidor moved to award a contract to Flecks Landscaping of Wheeling, IL in an amount not to exceed \$428 per week. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

H. Well #13 Emergency Roof Replacement Approved

Trustee Mike Sidor moved to award the Well#13 Roof Replacement Project to JL Adler of Joliet, Il in an amount not to exceed \$38,550. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

I. Teen Center Roof Replacement - Bid Rejection Approved

Trustee Mike Sidor moved to reject all bids for the Teen Center Roof Replacement. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

CONSENT LEGAL

A. An Ordinance Proposing Approval of a Redevelopment Plan Approved and Project for the Designation of the Hickory/Kensington Area and the Adoption of Tax Increment Financing Therefor, Convening a Joint Review Board and Calling a Public Hearing in Connection Therewith

Mr. Dixon said that he is an inactive but dues paying member of the Knights of Columbus located at 15 North Hickory Drive, a property that abuts this proposed redevelopment. As such, he will not participate in any discussions regarding this matter and Ms. Mikula will represent the Village. Mr. Dixon left the room.

Trustee Mike Sidor moved to approve 14-011. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

- B. An Ordinance Granting a Special Use Permit for a Restaurant Approved
(5th Avenue Sushi, 138 E. Rand Road)

Trustee Mike Sidor moved to approve 14-012. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

- C. An Ordinance Amending Chapter 13 of the Arlington Heights Municipal Code Approved
(7-Eleven, 1418 Hintz Road; Marriott Courtyard South)

Trustee Mike Sidor moved to approve 14-013. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

- D. An Ordinance Amending Chapter 12 of the Arlington Heights Municipal Code Approved
(Section 12-1008, Peddlers and Solicitors - Conducting Business)

Trustee Mike Sidor moved to approve 14-014. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

CONSENT APPOINTMENTS

- | | | | |
|----|---------------------------|------------------------|----------|
| A. | Board/Commission | New Appointment | Approved |
| | TermEnding | | |
| | Firefighters Pension Fund | Fire Chief Ken | |

Koeppen 4/30/15

**Board/Commission Reappointment
Term Ending**

Firefighters Pension Fund Tom Kuehne 4/30/17

Trustee John Scaletta moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

CONSENT REPORT OF THE VILLAGE MANAGER

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

A. Arlington Market Approved
Northwest Corner of Dryden Ave. & Kensington Rd.
PC#14-001

Mr. Dixon returned to the meeting.

Rob Zoromski of M/I Homes said that this is the remaining piece of the Arlington Market project needing Board approval. This plat had not been signed off on by Nicor at the time of the April 7 meeting. It requires an amendment to the original PUD and approval of the re-subdivision turning 6 lots into 4 for single family homes.

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

B. St. Viator High School - Cafeteria Addition & Storage Approved
Building
1213 E. Oakton St.
Special Use Amendment

Trustee Farwell recused himself from the discussion and vote as he has a child who attends St. Viator's. He left the room.

Steve Cashman, architect for the project, presented the proposal to improve the school's cafeteria and kitchen. They also intend to construct a small stand-alone

storage building for athletic equipment. The new cafeteria is a little taller because of new mechanical systems and screen equipment. It will have no effect on parking.

Trustee Rosenberg asked where the students will eat in the interim. **Mr. Cashman** said that they will use a practice gym to serve a limited lunch program while under construction. They hope to complete the storage building this summer to avoid the equipment from being outside for another winter.

Trustee Labedz said there had been some concern regarding the mechanicals on the roof. **Mr. Cashman** said that they had an acoustic engineer on team who will review the mechanical equipment and its noise. On the new section of the building, they have designed parapets to help control sound whereas currently there is no sound barrier. **Trustee Rosenberg** said there was a complaint regarding noise from the other building's air units. **Mr. Cashman** said this came up at the Plan Commission Hearing and was the first complaint that they had heard. He said they will look at the existing equipment and see if they can make improvements.

Trustee Robin LaBedz moved to approve. Trustee Mike Sidor Seconded the Motion.
The Motion: Passed

Ayes: Blackwood , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Abstain: Farwell .

Absent: Hayes , Scaletta .

C.	Report of the Building Code Review Board meeting of February 24, 2014 St. Viator High School	Approved
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Variance request from Section 503.1.1 and Village modified
Section 903.2 of the 2009 International Fire Code.

Mr. Cashman explained that they are requesting relief from the Fire Code. The building was constructed with materials that are fire resistant and will not contain any combustibles. This will allow them to not have to run water to this outbuilding. Putting in sprinklers would cost as much money as it does to build the entire building. Police asked for LED solar lights around the walkway. There will be no electricity to the building. No gas is being stored there; it is primarily for baseball and football equipment.

Trustee Tinaglia said this is a good example of the Village making sense out of a reasonable request. **Mr. Cashman** said the Village was very helpful during each step. They developed the solution together. This building will eliminate the eyesore of the equipment lying around all year round. **Trustee Tinaglia** noted that by using these fire resistant materials, the cost of the project was at a premium.

Trustee Carol Blackwood moved to approve. Trustee Mike Sidor Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Abstain: Farwell .

Absent: Hayes , Scaletta .

D. Starbucks
1808 S. Arlington Heights Rd.
PC#14-007

Approved

Trustee Farwell rejoined the meeting.

Tom Lowe of First Equity Group said they are planning to redevelop the former Glenview State Bank building into a Starbucks. There will be a single drive thru lane, improved landscaping and an outdoor patio with seating. **Trustee Rosenberg** clarified that there is room for five cars to stack up in the drive thru lane. **Katie Goran**, architect for the project, said that because of the speed of service there should not be excessive backing up into parking area. This Starbucks will have the largest seating area of any in the region (1000 feet more than normal), however, they are not anticipating they will have excessive drive thru traffic and could accommodate 8-9 cars before backups occur into the parking lot. **Mr. Perkins** said the project has 34 parking spaces total where only 19 are required by Village Code.

Trustee Joe Farwell moved to approve. Trustee Bert Rosenberg Seconded the Motion.
The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

E. Starbucks - Sign Variation
1808 S. Arlington Heights Rd.
DC#14-012

Approved

Mr. Lowe said that the sign package is a compromise to make sure the building is brand appropriate and within Village guidelines. They removed the sign on the north side per the staff's request. **Trustee Rosenberg** clarified that the sign on Arlington Heights Road is a double faced sign and they will be using the existing sign with a new facing.

Trustee Farwell said they have multiple hardships because there is a topographical difference and the road curves. He said this is a very modest sign package given the number of variations being requested. He said that if it is not working it would be okay to look at other options. **Trustee Sidor** agreed that if signage isn't working, the petitioner should return. He thanked them for the compromises. **President Pro Tem Glasgow** also agreed saying it is a modest sign package.

Trustee Jim Tinaglia moved to approve. Trustee Bert Rosenberg Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

XIII. LEGAL

- A. An Ordinance Approving an Amendment to a Planned Unit Development, Granting a Preliminary Plat of Resubdivision and Certain Variations from Chapters 28 and 29 of the Arlington Heights Municipal Code (Arlington Market, NW corner of Dryden Avenue and Kensington Road) Approved

Trustee Robin LaBedz moved to approve 14-015. Trustee Bert Rosenberg Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

- B. A Resolution Approving a Final Plat of Resubdivision (Arlington Market, northwest corner of Dryden Avenue and Kensington Road; Arlington Crossings Resubdivision No. 2) Approved

Trustee Joe Farwell moved to approve R14-012. Trustee Bert Rosenberg Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

XIV. APPOINTMENTS

XV. PETITIONS AND COMMUNICATIONS

Trustee Farwell explained that House Bill 5485 is a minimum manning bill for Fire, Police and Public Works. He said the bill would take control away from Village Administration on manning decisions and put it into the collective bargaining process. He warned that it will essentially increase property taxes as an arbitrator could make the determination on how our Village is staffed, which could potentially increase personnel costs. Currently, our Village and neighboring communities share resources and manning to meet national manning standards. In this way, each community does

not have to support these numbers independently. For decades, the Fire Rating of the Village has been very high, so there is no need to change the current system. It won't make our Village safer, just more expensive. The national standards do not take into account these mutual community agreements. He encouraged residents to voice their opinion on HB5485. The Village's State representatives Mr. Harris and Mr. Morrison voted against it. Senator Murphy is ready to vote against it as well. He asked that residents reach out to Dan Kotowski dan@senatorkotowski.com to encourage him to vote no. If residents own businesses in other communities they should contact those representatives. Call Trustee Farwell at 847-368-0700 for contact information.

President Pro Tem Glasgow thanked Trustee Farwell for his hard work on this issue and the information.

President Pro Tem Glasgow congratulated to Mayor Hayes on his completion of today's Boston Marathon in 3 hours and 36 minutes.

XVI. REPORT OF THE VILLAGE MANAGER

Mr. Dixon reported that the Village was notified by the International Institute of Municipal Clerks that Village Clerk Becky Hume has been conferred the status of Certified Municipal Clerk. This is the highest level of Certification for Municipal Clerks.

XVII. ADJOURNMENT

Trustee Mike Sidor moved to adjourn at 9:45 p.m. Trustee Bert Rosenberg Seconded the Motion.

The Motion: Passed

Ayes: Blackwood , Farwell , Glasgow , LaBedz , Rosenberg , Sidor , Tinaglia .

Absent: Hayes , Scaletta .

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



Item: Warrant Register of 4/30/2014

Department: Village Clerk

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description

[Warrant Register 04/30/2014](#)

Type

Warrant Register



VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER FOR

CHECK DATE: 4 - 30 - 2014

Fund	Fund Description	Total Transaction Amount
101	General Fund	\$676,278.32
211	Motor Fuel Tax Fund	\$19,516.80
215	CDBG Fund	\$500.00
227	Foreign Fire Ins Tax Fund	\$26,414.70
231	Criminal Investigation Fd	\$395.27
235	Municipal Parkg Opr Fund	\$6,510.60
261	TIF III Fund	\$1,200.00
263	TIF IV	\$1,200.00
264	TIF V	\$1,200.00
401	Capital Projects Fund	\$338,578.96
426	Flood Control V Fund	\$4,144.88
435	EAB Fund	\$221,794.56
505	Water and Sewer Fund	\$141,244.63
511	Solid Waste Fund SWANCC	\$114,061.89
515	Arts,Entert & Events Fund	\$2,641.02
605	Health Insurance Fund	\$589.57
615	Workers Compensation Ins	\$643.99
621	Fleet Operations Fund	\$328,238.33
625	Technology Fund	\$14,427.50
715	Guaranty Deposits Fund	\$1,400.00
721	Escrow Deposits Fund	\$2,071.80
TOTAL ALL FUNDS		\$1,903,052.82

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 0					
Division: 0					
184930	505-0000-140.10-00	AMERICAN PRINTING TECHNOLOGIES	POSTAGE FEES - WATER	\$1,909.61	\$1,909.61
184936	101-0000-421.05-00	MIGUEL ANGEL	REFUND VEHICLE STICKER	\$30.00	\$30.00
184956	101-0000-433.14-00	BLUE CROSS BLUE SHIELD OF AL	REFUND AMBULANCE	\$58.46	\$58.46
184958	101-0000-433.14-00	MARGARET BOTCHIE	REFUND AMBULANCE	\$73.08	\$73.08
184966	101-0000-140.51-00	CANON SOLUTIONS AMERICA	MAINTENANCE AGREEMENT	\$174.85	\$174.85
184981	721-0000-221.11-09	CHRISTOPHER B BURKE LTD	SOMERSET COURT	\$2,071.80	\$2,071.80
184992	101-0000-421.10-00	COMMERCIAL COOLING & HEATING	REFUND BUSINESS LICENSE	\$130.00	\$130.00
185010	101-0000-441.35-00	NANCY EHRENSTROM	REFUND TICKET OVERPAYMENT	\$35.00	\$35.00
185044	101-0000-140.50-00	HARRIS TRUST & SAVINGS BANK	SKILLPATH SEMINARS	\$199.00	\$544.38
			UNITED AIRLINES	\$345.38	
185053	101-0000-140.05-00	HIGH EXCESS LIABILITY POOL	MAY CONTRIBUTION-1ST PAY	\$63,204.00	\$63,204.00
185062	101-0000-140.05-00	ID NETWORKS	SERVICE MAINT AGREEMENT	\$18,574.00	\$18,574.00
185064	101-0000-140.05-00	IL JUVENILE OFFICERS ASSOC	REG FEE - CONFERENCE	\$300.00	\$300.00
185082	101-0000-422.05-00	KELLEN BERGER ELECTRIC	REFUND PERMIT	\$110.00	\$110.00
185087	101-0000-140.52-00	KONICA MINOLTA BUSINESS USA	MAINTENANCE AGREEMENT	\$114.71	\$114.71
185090	101-0000-433.14-00	PETER LAFORGE	REFUND AMBULANCE	\$5.00	\$5.00
185107	715-0000-220.93-00	KARL MAERZ	REPLACE CHECK 182026	\$1,000.00	\$1,000.00
185141	101-0000-140.05-00	NORTHERN IL POLICE ALARM SYSTEM	MEMBERSHIP ASSESSMENT	\$400.00	\$4,635.00
			EMERGENCY TEAM ASSESSMENT	\$3,300.00	
			MOBILE FIELD FORCE ASSESS	\$675.00	
			COMMUNICATION ASSESSMENT	\$260.00	
185149	101-0000-421.05-00	JAVIER OCAMPO	REFUND VEHICLE STICKER	\$40.00	\$40.00
185154	235-0000-435.65-03	SCOTT OH	REFUND PARKING PERMITS	\$60.00	\$60.00
185168	101-0000-140.05-00	PORTER LEE CORP	MAINTENANCE FEE	\$1,250.00	\$1,250.00
185172	101-0000-140.05-00	PRAETORIAN GROUP INC	TRAINING	\$3,052.00	\$3,052.00
185184	715-0000-220.93-00	RED SEAL DEVELOPMENT	REPLACE CHECK 182944	\$200.00	\$200.00
185189	505-0000-452.42-00	RICHARD REMINGTON	REFUND WATER OVERPAYMENT	\$160.51	\$160.51
185195	101-0000-140.50-00	ROWADER SCOTT M	TRAINING	\$997.66	\$997.66
185206	101-0000-422.05-00	SCARAVALLE CONSTRUCTION INC	REFUND PERMIT-PLAN REVIEW	\$77.00	\$77.00
185215	101-0000-433.14-00	JOSEPHINE SOKULSKI	REFUND AMBULANCE	\$64.00	\$64.00
185218	715-0000-220.93-00	STACY SMITH	REFUND BOND	\$200.00	\$200.00

Check Date: 2014 - 4 - 30

WARRANT REGISTER - GM0002

Date: Wednesday, April 30, 2014
Page 2

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185228	101-0000-140.20-00	SUBURBAN PRESS	PAPER, OFFICE, MAILROOM	\$3,650.00	\$7,450.00
			ENVELOPES, PLAIN, PRINTED	\$3,800.00	
185230	101-0000-140.50-00	SUNGARD PUBLIC SECTOR	MAINTENANCE FEE	\$14,956.00	\$14,956.00
185241	101-0000-140.05-00	TRACKER	ANNUAL SUBSCRIPTION FEE	\$3,540.00	\$3,540.00
185244	235-0000-435.65-02	CHRISTINA TUMINAARO	REFUND PARKING PERMIT	\$15.00	\$15.00
185248	101-0000-433.14-00	UNITED HEALTHCARE	REFUND AMBULANCE	\$392.00	\$392.00
901000	511-0000-140.05-00	SOLID WASTE AGENCY	TIPPING FEES 5-2014	\$114,061.89	\$114,061.89
Total Division:				\$239,485.95	
Total Department:				\$239,485.95	

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WARRANT REGISTER - GM0002

Date: Wednesday, April 30, 2014
Page 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	1	Board of Trustees			
Division:	1				
185101	101-0101-501.21-65	LORELLE COMMUNICATIONS INC	BOARD MEETINGS 4-2014	\$4,500.00	\$4,500.00
Total Division:				\$4,500.00	
Total Department:				\$4,500.00	

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WARRANT REGISTER - GM0002

Date: Wednesday, April 30, 2014
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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 2 Village Manager					
Division: 1					
184933	101-0201-502.21-65	AMERICANEAGLE INC	WEB MAINTENANCE	\$49.95	\$49.95
185152	101-0201-502.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$50.05	\$50.05
Total Division:				\$100.00	
Total Department:				\$100.00	

Check Date: 2014 - 4 - 30

WARRANT REGISTER - GM0002

Date: Wednesday, April 30, 2014
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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 3 Human Resources					
Division: 1					
185044	605-0301-552.20-50	HARRIS TRUST & SAVINGS BANK	OVERTURE PREMIUMS	\$285.48	\$285.48
185061	101-0301-503.20-75	IBM CORP	PRE-EMPLOYMENT TESTING	\$60.00	\$60.00
185152	605-0301-552.33-05	OFFICE DEPOT	SUPPLIES	\$304.09	\$304.09
	615-0301-552.33-05		SUPPLIES	\$223.99	\$223.99
185162	101-0301-503.30-05	PETTY CASH	OFFICE SUPPLIES	\$8.99	\$8.99
	615-0301-552.20-50		EMPLOYEE PROGRAM	\$20.00	\$20.00
185177	615-0301-552.20-50	NED PUCCI	APRIL FITNESS PROGRAM	\$400.00	\$400.00
Total Division:				\$1,302.55	
Total Department:				\$1,302.55	

Check Date: 2014 - 4 - 30

WARRANT REGISTER - GM0002

Date: Wednesday, April 30, 2014
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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	4	Legal Department			
Division:	1				
184979	101-0401-503.21-65	CHICAGO TITLE COMPANY LLC	PROPERTY SEARCH	\$60.00	\$60.00
184995	101-0401-503.21-65	COOK COUNTY RECORDER OF DEEDS	RECORDINGS	\$166.00	\$166.00
185057	101-0401-503.20-10	HOLLAND & KNIGHT LLP	RETAINER	\$4,170.00	\$4,170.00
	101-0401-503.20-20		LEGAL SERVICES	\$926.00	\$926.00
185193	101-0401-503.21-65	ROSE MARY JURINEK	COURT REPORTER	\$665.00	\$665.00
185239	101-0401-503.21-65	THOMSON REUTERS-WEST	INFORMATION CHARGES	\$462.23	\$462.23
Total Division:				\$6,449.23	
Total Department:				\$6,449.23	

Check Date: 2014 - 4 - 30

WARRANT REGISTER - GM0002Date: Wednesday, April 30, 2014
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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 5 Finance					
Division: 1					
185044	101-0501-503.33-05	HARRIS TRUST & SAVINGS BANK	TRANSACT TECHNOLOGIES	\$169.60	\$169.60
185052	101-0501-503.30-05	HENRICKSEN & COMPANY INC	OFFICE SUPPLIES,	\$1,038.70	\$1,038.70
185152	101-0501-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$145.90	\$300.53
			OFFICE SUPPLIES	\$77.44	
			OFFICE SUPPLIES	\$73.59	
			OFFICE SUPPLIES	\$3.60	
185153	101-0501-503.30-05	OFFICE MAX CONTRACT INC	OFFICE SUPPLIES	\$115.72	\$115.72
185156	101-0501-503.22-01	PADDOCK PUBLICATIONS INC	ADVERTISING	\$78.30	\$302.40
			ADVERTISING	\$83.70	
			ADVERTISING	\$81.00	
			ADVERTISING	\$59.40	
185162	101-0501-503.21-65	PETTY CASH	OTHER SERVICES	\$2.00	\$2.00
	101-0501-503.22-03		TRAINING	\$20.25	\$20.25
185170	101-0501-503.22-05	POSTMASTER/BUSINESS REPLY	REIMB PERMIT BR 184-001	\$72.39	\$72.39
185187	101-0501-503.22-10	REIGN PRINT SOLUTIONS	PRINTING SERVICES	\$555.23	\$555.23
185203	101-0501-503.22-02	SAM'S CLUB	RENEWAL ACCT #5968	\$45.00	\$45.00
Total Division:				\$2,621.82	
Total Department:				\$2,621.82	

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WARRANT REGISTER - GM0002

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 6 Information Technology					
Division: 1					
184933	625-0601-553.20-39	AMERICANEAGLE INC	HOSTING SERVICE FEE	\$180.00	\$180.00
185024	625-0601-572.50-10	FUTURE LINK OF ILLINOIS INC	VEHICLE ACCESSORIES	\$1,887.00	\$6,726.00
			COMPUTERS,DP & WORD PROC.	\$4,839.00	
185044	401-0601-572.50-15	HARRIS TRUST & SAVINGS BANK	DMI DELL K-12/GOVT	\$5,173.09	\$11,393.09
			DEXON COMPUTER INC.	\$6,220.00	
185148	625-0601-553.21-02	OAK BROOK OFFICE SOLUTIONS INC	EQUIPMENT MAINTENANCE	\$274.00	\$558.00
			EQUIPMENT MAINTENANCE	\$284.00	
185152	625-0601-553.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$187.15	\$187.15
185255	625-0601-553.21-65	VERIZON WIRELESS	INV 9723711854	\$489.16	\$489.16
185256	625-0601-553.21-65	VERIZON WIRELESS	907065060	\$5,669.12	\$5,669.12
Total Division:				\$25,202.52	
Total Department:				\$25,202.52	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 7 GIS					
Division: 1					
185044	625-0701-553.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON.COM	\$69.76	\$126.70
			AMAZON.COM	\$39.99	
			AMAZON.COM	\$16.95	
	625-0701-553.33-05		AMAZON MKTPLACE PMTS	\$179.98	\$357.88
			CBI*KROMTECH	\$177.90	
185162	625-0701-553.22-03	PETTY CASH	TRAINING	\$30.51	\$30.51
185256	625-0701-553.21-65	VERIZON WIRELESS	INV 9723354597	\$102.98	\$102.98
Total Division:				\$618.07	
Total Department:				\$618.07	

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WARRANT REGISTER - GM0002Date: Wednesday, April 30, 2014
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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 10 Boards & Commissions					
Division: 11					
184975	101-1011-502.40-05	CEDA RENTAL ASSISTANCE	CDBG PROGRAM	\$9,694.50	\$9,694.50
Total Division:				\$9,694.50	
Division: 17					
185044	101-1017-502.20-24	HARRIS TRUST & SAVINGS BANK	DOUBLETREE HOTEL	\$176.49	\$176.49
185101	101-1017-502.20-24	LORELLE COMMUNICATIONS INC	DISABILITIES VIDEO	\$150.00	\$150.00
185162	101-1017-502.20-24	PETTY CASH	IL ACCESSIBILITY CODE	\$45.17	\$45.17
Total Division:				\$371.66	
Division: 18					
184945	101-1018-502.22-10	ARLINGTON SIGNS & BANNERS	EVENT SIGNS	\$442.00	\$442.00
	515-1018-525.40-55		DISPLAY SIGNS MANE EVENT	\$660.00	\$660.00
Total Division:				\$1,102.00	
Division: 19					
185044	101-1019-502.22-03	HARRIS TRUST & SAVINGS BANK	IL BIKE SUMMIT	\$60.00	\$60.00
185233	101-1019-502.22-03	PETER SZABO	TRAINING	\$406.81	\$406.81
Total Division:				\$466.81	
Division: 21					
184933	101-1021-502.40-40	AMERICANEAGLE INC	SERVICE MISCELLANEOUS	\$4,900.00	\$4,900.00
185000	101-1021-502.40-40	CREEKSIDE PRINTING	SERVICE PRINTING	\$1,093.38	\$1,093.38
185101	101-1021-502.40-40	LORELLE COMMUNICATIONS INC	BUSINESS ALLIANCE VIDEO SHOOT	\$925.00	\$925.00
185121	101-1021-502.40-40	METROPOLIS BALLROOM	ECONOMIC ALLIANCE BREAKFAST	\$1,074.60	\$1,074.60
185260	101-1021-502.40-40	VISUAL EDGE CREATIVE SERVICES	SERVICE PRINTING PREP	\$750.00	\$1,950.00

Check Date: 2014 - 4 - 30

WARRANT REGISTER - GM0002

Date: Wednesday, April 30, 2014
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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185260	101-1021-502.40-40	VISUAL EDGE CREATIVE SERVICES	SERVICE MISCELLANEOUS	\$1,200.00	\$1,950.00
Total Division:				\$9,942.98	
Division: 22					
185034	101-1022-502.33-05	GRAND FRAME INC	SERVICE MISCELLANEOUS	\$497.78	\$497.78
185236	515-1022-525.40-55	THEATRICALY INCLINED	SERVICE MISCELLANEOUS	\$1,250.00	\$1,250.00
Total Division:				\$1,747.78	
Total Department:				\$23,325.73	

Check Date: 2014 - 4 - 30

WARRANT REGISTER - GM0002

Date: Wednesday, April 30, 2014
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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 20 Special Events					
Division: 5					
185044	515-2005-525.50-55	HARRIS TRUST & SAVINGS BANK	AMAZON.COM	\$59.03	\$731.02
			ALL TECH 1	\$602.00	
			AMAZON.COM	\$69.99	
Total Division:				\$731.02	
Total Department:				\$731.02	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 30 Police Department					
Division: 1					
184926	101-3001-511.21-65	AFTERMATH	BIO-HAZARD CLEANING	\$105.00	\$105.00
184929	101-3001-511.30-35	AMERICAN OUTFITTERS	CLOTHING	\$24.55	\$24.55
184940	101-3001-511.33-30	ARLINGTON HTS CRIME STOPPERS	GOLF OUTING (4)	\$200.00	\$200.00
184943	101-3001-511.18-03	ARLINGTON HTS SCHOOL DIST 25	CROSSING GUARD REIMB	\$24,606.00	\$24,606.00
184955	101-3001-511.22-03	JESSICA BLANCO	TRAINING	\$15.00	\$15.00
184964	101-3001-511.22-03	BUCZYNSKI CHARLES	TRAINING	\$15.00	\$15.00
184971	101-3001-511.22-03	CASTILLO, EDSON	TRAINING	\$15.00	\$15.00
184980	101-3001-511.22-03	PATRICK CHOJNOWSKI	TRAINING	\$15.00	\$1,560.00
			TRAINING	\$45.00	
			TUITION REIMBURSEMENT	\$1,500.00	
184986	101-3001-511.22-03	BRIAN CLARKE	TRAINING	\$15.00	\$30.00
			TRAINING	\$15.00	
184996	101-3001-511.22-03	STEVEN CORTESE	TRAINING	\$30.00	\$30.00
184999	101-3001-511.21-65	CRASH DATA GROUP	SOFTWARE RENEWAL	\$760.00	\$760.00
185001	101-3001-511.22-03	THOMAS CROON	TRAINING	\$15.00	\$15.00
185013	101-3001-511.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	\$43.62	\$43.62
185044	101-3001-511.22-03	HARRIS TRUST & SAVINGS BANK	PAYPAL ASSOCIATION	\$100.00	\$100.00
	101-3001-511.22-10		FEDEXOFFICE	\$125.69	\$125.69
	101-3001-511.30-20		WALGREENS #3512	\$58.70	\$58.70
	101-3001-511.30-35		GLENDALE PARADE STORE	\$370.90	\$370.90
	101-3001-511.33-05		GRAND FRAME INC.	\$408.56	\$408.56
	101-3001-511.33-30		WWW SAFETYBASEMENT COM	\$139.70	\$139.70
185049	101-3001-511.22-10	HEART PRINTING INC	SERVICE PRINTING	\$88.00	\$88.00
185065	101-3001-511.22-02	IL POLICE ACCREDITATION COALITION	DUES	\$125.00	\$125.00
185066	101-3001-511.30-35	IL TACTICAL OFFICERS ASSOC	CLOTHING & APPAREL	\$910.00	\$910.00
185069	101-3001-511.22-10	INNERWORKINGS LLC	SERVICE PRINTING	\$99.78	\$99.78
185077	101-3001-511.21-65	JP MORGAN CHASE	PROCESSING FEE	\$12.38	\$12.38
185079	101-3001-511.30-35	KALE/ASR	CLOTHING & APPAREL	\$26.50	\$3,963.47
			CLOTHING & APPAREL	\$85.00	
			CLOTHING & APPAREL	\$39.99	
			CLOTHING & APPAREL	\$39.99	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185079	101-3001-511.30-35	KALE/ASR	CLOTHING & APPAREL	\$39.99	\$3,963.47
			CLOTHING & APPAREL	\$126.50	
			CLOTHING & APPAREL	\$102.95	
			CLOTHING & APPAREL	\$18.95	
			CLOTHING & APPAREL	\$69.95	
			CLOTHING & APPAREL	\$61.50	
			CLOTHING & APPAREL	\$125.75	
			CLOTHING & APPAREL	\$128.00	
			CLOTHING & APPAREL	\$28.00	
			CLOTHING & APPAREL	\$4.00	
			CLOTHING & APPAREL	\$214.50	
			CLOTHING & APPAREL	\$6.00	
			CLOTHING & APPAREL	\$102.00	
			CLOTHING & APPAREL	\$28.00	
			CLOTHING & APPAREL	\$8.75	
			CLOTHING & APPAREL	\$256.00	
			CLOTHING & APPAREL	\$38.50	
			CLOTHING & APPAREL	\$39.99	
			CLOTHING & APPAREL	\$35.95	
			CLOTHING & APPAREL	\$64.00	
			CLOTHING & APPAREL	\$28.05	
			CLOTHING & APPAREL	\$107.90	
			CLOTHING & APPAREL	\$38.50	
			CLOTHING & APPAREL	\$192.00	
			CLOTHING & APPAREL	\$38.50	
			CLOTHING & APPAREL	\$56.00	
			CLOTHING & APPAREL	\$186.00	
			CLOTHING & APPAREL	\$12.75	
			CLOTHING & APPAREL	\$12.75	
			CLOTHING & APPAREL	\$28.00	
			CLOTHING & APPAREL	\$207.80	
			CLOTHING & APPAREL	\$2.95	
			CLOTHING & APPAREL	\$17.00	
			CLOTHING & APPAREL	\$74.95	
			CLOTHING & APPAREL	\$18.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185079	101-3001-511.30-35	KALE/ASR	CLOTHING & APPAREL	\$96.58	\$3,963.47
			CLOTHING & APPAREL	\$25.50	
			CLOTHING & APPAREL	\$42.50	
			CLOTHING & APPAREL	\$43.00	
			CLOTHING & APPAREL	\$71.90	
			CLOTHING & APPAREL	\$42.50	
			CLOTHING & APPAREL	\$28.00	
			CLOTHING & APPAREL	\$2.95	
			CLOTHING & APPAREL	\$2.95	
			CLOTHING & APPAREL	\$2.95	
			CLOTHING & APPAREL	\$121.50	
			CLOTHING & APPAREL	\$2.95	
			CLOTHING & APPAREL	\$120.00	
			CLOTHING & APPAREL	\$550.00	
			CLOTHING & APPAREL	\$28.33	
			CLOTHING & APPAREL	\$69.95	
	101-3001-511.33-25		CLOTHING & APPAREL	\$550.00	\$550.00
185080	101-3001-511.22-03	KAPPELMAN RICHARD	TRAINING	\$15.00	\$15.00
185093	101-3001-511.21-65	LAUTERBURG & OEHLER FUNERAL HOME	MORGUE TRANSPORT	\$250.00	\$250.00
185094	101-3001-511.21-65	LAW OFFICE OF JOAN VASQUEZ	SERVICE PROFESSIONAL	\$1,156.25	\$1,156.25
185112	101-3001-511.30-01	MATTHEW BENDER & COMPANY INC	PUBLICATION	\$495.24	\$495.24
185114	101-3001-511.21-65	MC DONALDS CORPORATION	SERVICE MISCELLANEOUS	\$140.42	\$140.42
185120	101-3001-511.21-65	METRO-WESTERN COOK CREDIT	SERVICE MISCELLANEOUS	\$160.00	\$160.00
185130	101-3001-511.33-30	MOORE MEDICAL LLC	SUPPLIES	\$196.23	\$196.23
185140	101-3001-511.22-02	NORTH SUBURBAN ASSOC CHF POLICE	DUES	\$200.00	\$200.00
185152	101-3001-511.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$9.76	\$2,264.38
			OFFICE SUPPLIES	\$54.70	
			OFFICE SUPPLIES	\$204.05	
			OFFICE SUPPLIES	\$1,950.41	
			OFFICE SUPPLIES	(\$21.49)	
			OFFICE SUPPLIES	\$66.95	
			OFFICE SUPPLIES	\$185.99	
			OFFICE SUPPLIES	(\$185.99)	
	101-3001-511.33-30		SUPPLIES	\$61.17	\$61.17
185160	101-3001-511.22-03	PECORA JR, NICHOLAS	TUITION REIMBURSEMENT	\$1,500.00	\$1,500.00

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185163	101-3001-511.22-03	PETTY CASH/POLICE	TRAINING	\$100.00	\$115.38
			TRAINING	\$15.38	
	101-3001-511.30-05		OFFICE SUPPLIES	\$29.00	\$29.00
	101-3001-511.33-25		SUPPLIES	\$17.00	\$17.00
185167	101-3001-511.22-03	PIOTR POREBSKI	TRAINING	\$15.00	\$15.00
185170	101-3001-511.22-05	POSTMASTER/BUSINESS REPLY	REIMB PERMIT BR 184-001	\$105.21	\$105.21
185187	101-3001-511.22-10	REIGN PRINT SOLUTIONS	SERVICE PRINTING	\$500.00	\$500.00
185194	101-3001-511.33-05	ROTARY CLUB OF ARLINGTON HTS	OFFICER OF THE YEAR LUNCH	\$3,505.37	\$3,505.37
185201	101-3001-511.22-03	JENNIFER L. RYBA	TRAINING	\$15.00	\$15.00
185210	101-3001-511.21-65	SECRETARY OF STATE	SERVICE MISCELLANEOUS	\$50.00	\$50.00
185211	401-3001-572.50-15	SETCOM	POLICE EQUIPMENT & SUPPLY	\$775.37	\$4,737.32
			POLICE EQUIPMENT & SUPPLY	\$3,876.95	
			SHIPPING/DELIVERY SERVICE	\$85.00	
185235	101-3001-511.22-03	JEFFREY TEGTMEYER	TRAINING	\$518.80	\$518.80
185238	101-3001-511.21-65	THOMSON REUTERS	SERVICE PROFESSIONAL	\$288.70	\$288.70
185247	401-3001-572.50-15	ULTRA STROBE COMMUNICATIONS INC	POLICE EQUIPMENT & SUPPLY	\$3,136.50	\$4,412.40
			POLICE EQUIPMENT & SUPPLY	\$1,275.90	
185254	101-3001-511.22-03	VEENSTRA RICK	TRAINING	\$15.00	\$15.00
185262	101-3001-511.21-65	WALGREEN COMPANY	SERVICE MISCELLANEOUS	\$11.99	\$11.99
185263	101-3001-511.22-03	WARD SALLY	TRAINING	\$15.00	\$15.00
Total Division:				\$55,161.21	
Division: 3					
184993	231-3003-511.40-11	COMMUNICATION REVOLVING FUND	SERVICE MISCELLANEOUS	\$186.08	\$186.08
185044	231-3003-511.40-11	HARRIS TRUST & SAVINGS BANK	BEN JEE HALLMARK K9	\$209.19	\$209.19
Total Division:				\$395.27	
Total Department:				\$55,556.48	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 35 Fire					
Division: 1					
184927	101-3501-512.21-02	AIR ONE EQUIPMENT	REPAIR SERVICE EQUIPMENT	\$157.50	\$157.50
184953	101-3501-512.22-03	ANDREW BENKERT	TRAINING	\$121.10	\$121.10
184959	101-3501-512.33-50	BOUND TREE MEDICAL LLC	HEALTH/FIRE SURG SUPPLIES	\$648.00	\$3,355.18
			EMERGENCY MEDICAL SUPPLY	\$2,168.72	
			EMERGENCY MEDICAL SUPPLY	\$538.46	
184974	101-3501-512.31-65	CDW GOVERNMENT INC	COMPUTER STYLUS	\$252.02	\$252.02
184977	101-3501-512.21-02	CHICAGO COMMUNICATIONS LLC	RADIO & TELECOMMUNICATION	\$997.50	\$1,162.60
			VEH MAINTENANCE SUPPLY	\$165.10	
185004	101-3501-512.31-85	DJS SCUBA LOCKER INC	TOOLS	\$8.40	\$637.83
			DIVE EQUIPMENT	\$629.43	
185012	401-3501-572.50-15	ESSENTIAL EQUIPMENT SOLUTIONS	TEMPEST BLOWER	\$1,775.98	\$1,775.98
185043	101-3501-512.31-65	HANSON HARDWARE	HARDWARE SUPPLIES	\$52.95	\$87.91
			HARDWARE SUPPLIES	\$30.97	
			HARDWARE SUPPLIES	\$3.99	
185044	101-3501-512.22-03	HARRIS TRUST & SAVINGS BANK	COLE'S HIGHWAY HOP	\$29.56	\$29.56
	101-3501-512.31-65		BEST BUY	\$43.59	\$43.59
185070	101-3501-512.22-02	INTL ASSOC OF FIRE CHIEFS	ANNUAL DUES-CHIEF KOEPPEN	\$189.00	\$189.00
185079	101-3501-512.30-35	KALE/ASR	CLOTHING & APPAREL	\$118.45	\$7,311.25
			CLOTHING & APPAREL	\$4,788.00	
			BADGES & OTHER ID EQUIP.	\$40.00	
			CLOTHING & APPAREL	\$199.50	
			CLOTHING & APPAREL	\$142.50	
			CLOTHING & APPAREL	\$1,596.00	
			SHOES AND BOOTS	\$139.90	
			SHOES AND BOOTS	\$221.00	
			CLOTHING & APPAREL	\$65.90	
185083	101-3501-512.31-65	KNOX COMPANY	LOCK CORES	\$104.00	\$104.00
185085	101-3501-512.22-03	KOEPPEN KENNETH	TRAINING	\$39.00	\$39.00
185102	101-3501-512.31-85	LOWES COMMERCIAL SERVICES	PAINT & EQUIPMENT	\$7.56	\$7.56
185137	101-3501-512.21-65	NEXTEL COMMUNICATIONS	ACCT 668021225	\$792.81	\$792.81
185139	101-3501-512.22-02	NIPSTA	MEMBERSHIP DUES	\$20,928.00	\$20,928.00

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185207	101-3501-512.30-05	SCHOOLSIN	OFFICE SUPPLIES	\$454.46	\$454.46
185227	101-3501-512.31-65	SUBURBAN ACCENTS INC	SUPPLIES	\$865.00	\$865.00
185229	101-3501-512.21-02	SUBURBAN SERVICE INC	REPAIR SERVICE HOUSEHOLD	\$223.91	\$223.91
185273	101-3501-512.30-35	WITMER PUBLIC SAFETY GROUP	CLOTHING & APPAREL	\$338.99	\$338.99
185276	401-3501-572.50-15	WS DARLEY & CO	FIRE PROTECTION EQUIP/SUP	\$1,662.06	\$1,662.06
Total Division:				\$40,539.31	
Total Department:				\$40,539.31	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 37 Foreign Fire Insurance					
Division: 1					
185025	227-3701-512.50-15	GALLAGHER ARTHUR J & CO	BOND RENEWAL	\$100.00	\$100.00
185044	227-3701-512.22-03	HARRIS TRUST & SAVINGS BANK	EMBASSY SUITES DWNTWN	\$764.49	\$764.49
185079	227-3701-512.30-35	KALE/ASR	CLOTHING & APPAREL	\$23,430.00	\$23,430.00
185109	227-3701-512.22-03	RICH MANTHY	TUITION REIMBURSEMENT	\$865.80	\$865.80
185131	227-3701-512.22-03	MARTIN MORAN	TEXT REIMBURSEMENT	\$279.41	\$279.41
185208	227-3701-512.22-03	SCHUBERT MICHAEL	FDIC CONFERENCE	\$225.00	\$225.00
185274	227-3701-512.22-03	WOOD DWAYNE J	FDIC CONFERENCE	\$125.00	\$750.00
			TUITION REIMBURSEMENT	\$625.00	
Total Division:				\$26,414.70	
Total Department:				\$26,414.70	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 40 Planning					
Division: 1					
184933	101-4001-521.40-41	AMERICANEAGLE INC	SERVICE MISCELLANEOUS	\$1,200.00	\$1,200.00
	261-4001-571.40-41		SERVICE MISCELLANEOUS	\$1,200.00	\$1,200.00
	263-4001-571.40-41		SERVICE MISCELLANEOUS	\$1,200.00	\$1,200.00
	264-4001-571.40-41		SERVICE MISCELLANEOUS	\$1,200.00	\$1,200.00
185013	101-4001-521.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	\$36.70	\$36.70
185020	101-4001-521.40-40	FRANCE PUBLICATIONS INC	ADVERTISING	\$3,800.00	\$3,800.00
185029	101-4001-521.40-40	GLOBAL TRADE MAGAZINE	ADVERTISING	\$1,695.00	\$1,695.00
185044	101-4001-521.40-40	HARRIS TRUST & SAVINGS BANK	AR HTS CHAMBER COMMERCE	\$10.00	\$143.14
			ION EXHIBITS	\$133.14	
185076	101-4001-521.40-40	JOURNAL & TOPICS NEWSPAPERS	ADVERTISING	\$698.00	\$698.00
185097	101-4001-521.21-65	LEGRAND SERVICES	TRANSCRIPT FOR PLAN COMM	\$194.45	\$194.45
185117	101-4001-521.40-41	MEET CHICAGO NORTHWEST	ADVERTISING	\$1,995.00	\$1,995.00
185152	101-4001-521.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$402.39	\$1,762.14
			OFFICE SUPPLIES	\$1,359.75	
185156	101-4001-521.22-01	PADDOCK PUBLICATIONS INC	ADVERTISING	\$93.15	\$195.75
			ADVERTISING	\$102.60	
	101-4001-521.40-41		ADVERTISING	\$1,050.00	\$1,050.00
185242	101-4001-521.40-40	TRADE & INDUSTRY DEVELOPMENT	ADVERTISING	\$500.00	\$500.00
185260	101-4001-521.40-41	VISUAL EDGE CREATIVE SERVICES	AD PROMOTE ECONOMIC	\$400.00	\$400.00
Total Division:				\$17,270.18	
Total Department:				\$17,270.18	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 41 Community Devl Block Grnt					
Division: 1					
185142	215-4101-522.41-68	NORTHWEST CASA	CDBG PROGRAM	\$250.00	\$500.00
			CDBG PROGRAM	\$250.00	
Total Division:				\$500.00	
Total Department:				\$500.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 45 Building & Health Service					
Division: 1					
184967	101-4501-523.30-05	CANON SOLUTIONS AMERICA	OFFICE SUPPLIES	\$36.03	\$36.03
185036	101-4501-523.20-35	GRIVAS KRAUSE ASSOCIATES LTD	STRUCTURAL REVIEW AT&T	\$165.00	\$1,265.00
			PLAN REVIEWS	\$1,100.00	
185051	101-4501-523.33-05	HENRICKSEN	DIVIDERS/FILE CABINETS	\$199.96	\$199.96
185138	101-4501-523.21-65	NEXTEL COMMUNICATIONS	ACCT 874139132	\$478.52	\$478.52
185152	101-4501-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$271.85	\$271.85
185162	101-4501-523.22-03	PETTY CASH	TRAINING	\$10.00	\$10.00
185185	101-4501-523.33-05	RED WING SHOE STORE	CLOTHING & APPAREL	\$130.49	\$251.98
			CLOTHING & APPAREL	\$121.49	
185237	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	\$38.00	\$5,646.00
			SERVICE BLDG MAINT	\$38.00	
			SERVICE BLDG MAINT	\$266.00	
			SERVICE BLDG MAINT	\$5,152.00	
			SERVICE BLDG MAINT	\$76.00	
			SERVICE BLDG MAINT	\$38.00	
			SERVICE BLDG MAINT	\$38.00	
Total Division:				\$8,159.34	
Division: 2					
184928	101-4502-523.20-25	ALEXIAN BROS CENTER MENTAL HEALTH	COUNSELING	\$12.50	\$12.50
184942	101-4502-523.41-16	ARLINGTON HTS PARK DISTRICT	CDBG PROGRAM	\$3,032.28	\$3,032.28
184957	101-4502-523.21-65	BOCCACCIO & ASSOCIATES	INTERPRETING SERVICES	\$90.00	\$90.00
185041	101-4502-523.21-65	HAND TO EYE COMMUNICATIONS INC	INTERPRETING SERVICES	\$80.00	\$80.00
185044	101-4502-523.33-10	HARRIS TRUST & SAVINGS BANK	AMAZON MKTPLACE PMTS	\$13.55	\$13.55
185088	101-4502-523.33-10	PATTI KOZLOWSKI	IMMUNIZATION SUPPLIES	\$59.29	\$59.29
185098	101-4502-523.20-25	SHERRY LEMKE	COUNSELING	\$65.00	\$165.00
			COUNSELING	\$100.00	
185152	101-4502-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$224.98	\$-23.01
			OFFICE SUPPLIES	(\$247.99)	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185162	101-4502-523.40-61	PETTY CASH	SUPPLIES	\$48.16	\$48.16
185164	101-4502-523.33-10	PHYSICIAN SALES AND SERVICE INC	CLINIC SUPPLIES	\$410.89	\$410.89
185205	101-4502-523.33-10	SANOFI PASTEUR INC	CLINIC SUPPLIES	\$39.16	\$39.16
185261	101-4502-523.22-02	SUZANNE VOSS	RN LICENSE REIMBURSEMENT	\$61.50	\$61.50
Total Division:				\$3,989.32	
Division: 3					
1930	101-4503-523.21-65	ROBIN KRAMER	S.C.RECOGNITION LUNCHEON	\$250.00	\$250.00
1933	101-4503-523.21-65	ROLLING GREEN COUNTRY CLUB	S.C.RECOGNITION LUNCHEON	\$7,560.00	\$7,560.00
184949	101-4503-523.31-65	AWARD CONCEPTS INC	VOLUNTEER SERVICE PINS	\$200.65	\$200.65
185002	101-4503-523.21-65	BRUCE CRUZ	CAREER ADVOCATE PROGRAM	\$425.00	\$425.00
185042	101-4503-523.30-05	HANSEN KAREN	REIMBURSEMENT OFFICE SUPPLIES	\$155.89	\$155.89
	101-4503-523.31-65		REIMBURSEMENT CAFE SUPPLIES	\$145.79	\$145.79
185044	101-4503-523.31-65	HARRIS TRUST & SAVINGS BANK	SAMSClub #8198	\$315.87	\$315.87
185055	101-4503-523.21-02	HOFFMANN PIANO SERVICE	PIANO TUNING	\$100.00	\$100.00
185073	101-4503-523.31-65	OM JOHARI	PROGRAM SUPPLIES	\$100.00	\$100.00
185122	101-4503-523.21-65	METROPOLIS PERFORMING ARTS CENTRE	METROPOLIS ACTING PROGRAM	\$1,030.00	\$1,030.00
185152	101-4503-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$64.31	\$64.31
185169	101-4503-523.22-05	POSTMASTER ARLINGTON HEIGHTS	REIMB PERMIT 2594	\$374.85	\$374.85
185176	101-4503-523.31-65	PRO STAR	PROGRAM SUPPLIES	\$313.58	\$313.58
Total Division:				\$11,035.94	
Total Department:				\$23,184.60	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 50 Engineering					
Division: 1					
184981	426-5001-571.50-25	CHRISTOPHER B BURKE LTD	SERVICE CONSULTING	\$559.28	\$559.28
184985	401-5001-571.50-30	CIVILTECH ENGINEERING INC	SERVICE CONSULTING	\$5,079.08	\$5,079.08
184991	101-5001-524.21-65	COMCAST PROCESSING CENTER	ACCT 907065060	\$5,669.12	\$5,669.12
185040	401-5001-571.50-30	HAMPTON LENZINI & RENWICK INC	SERVICE CONSULTING	\$11,190.58	\$11,190.58
185044	101-5001-524.31-85	HARRIS TRUST & SAVINGS BANK	ENGINEERSUPPLY.COM	\$524.21	\$524.21
185063	401-5001-571.50-30	IL DEPT OF TRANSPORTATION	SERVICE CONSTRUCTION	\$200,436.66	\$200,436.66
185152	101-5001-524.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$127.82	\$127.82
185185	101-5001-524.30-35	RED WING SHOE STORE	FIELD SAFETY SHOES	\$406.72	\$441.97
			FIELD SAFETY SHOES	\$18.25	
			FIELD SAFETY SHOES	\$17.00	
185256	101-5001-524.21-65	VERIZON WIRELESS	907065060	(\$5,669.12)	\$-5,669.12
185257	101-5001-524.21-65	VERIZON WIRELESS	9723731512	\$629.47	\$629.47
Total Division:				\$218,989.07	
Total Department:				\$218,989.07	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 71 Public Works					
Division: 1					
184923	101-7101-531.31-75	ACTIVE ELECTRICAL SUPPLY CO	STREET LIGHT SUPPLIES	\$2,721.36	\$9,219.80
			STREET LIGHT SUPPLIES	\$1,914.24	
			STREET LIGHT SUPPLIES	\$1,894.80	
			STREET LIGHT SUPPLIES	\$539.40	
			STREET LIGHT SUPPLIES	\$2,150.00	
	401-7101-572.50-15		BREAKERS	\$1,860.00	\$1,860.00
184924	435-7101-531.40-86	ANTHONY ADAMO	EAB	\$75.00	\$75.00
184925	101-7101-531.31-65	ADDISON BUILDING MATERIAL CO	SUPPLIES	\$113.73	\$176.74
			WIRE BANDS	\$19.85	
			TUBING	\$43.16	
184935	101-7101-531.21-65	ANDERSON PEST CONTROL	PEST CONTROL	\$99.00	\$396.00
			PEST CONTROL	\$99.00	
			PEST CONTROL	\$99.00	
			PEST CONTROL	\$99.00	
184937	101-7101-531.21-11	ARCHITECTURAL MILWORK & FURNITURE	BUILDING MAINTENANCE	\$4,480.00	\$4,480.00
184938	101-7101-531.21-11	ARCO MECHANICAL EQUIPMENT SALES	GAS DETECTION CALIBRATION	\$820.00	\$820.00
184950	435-7101-531.40-86	ROBERT BABIAK	EAB	\$54.29	\$54.29
184951	101-7101-531.30-35	BALFOUR ROBERT A	CLOTHING REIMBURSEMENT	\$95.96	\$95.96
184960	101-7101-531.22-02	MICHAEL BRAUNREUTER	CDL REIMBURSEMENT	\$50.00	\$50.00
184961	401-7101-571.50-30	BRONNER'S CHRISTMAS WONDERLAND	DOWNTOWN DECORATIONS	\$1,496.80	\$1,496.80
184962	435-7101-531.40-86	ANDREW BROWN	EAB	\$75.00	\$75.00
184963	435-7101-531.40-86	BARBARA BROWNE	EAB	\$54.29	\$54.29
184965	101-7101-531.21-36	C C CARTAGE INC	EQUIPMENT RENTAL	\$309.16	\$1,371.91
			EQUIPMENT RENTAL	\$1,062.75	
184970	401-7101-572.50-15	CASEY EQUIPMENT CO	EQUIPMENT, NON OFFICE	\$73,300.00	\$73,300.00
184972	435-7101-531.40-86	JEROME CATALDO	EAB	\$150.00	\$150.00
184973	435-7101-531.40-86	ROBERT CAVANAUGH	EAB	\$54.29	\$54.29
184976	435-7101-531.40-86	ART CHECCHIN	EAB	\$54.29	\$54.29
184982	435-7101-531.40-86	RONALD CHUDIK	EAB	\$54.29	\$54.29
184983	101-7101-531.30-35	CINTAS CORP	CLOTHING	\$37.36	\$37.36
184984	401-7101-572.50-15	CITY WELDING SALES & SERVICE	WELDING EQUIPMENT/SUPPLY	\$5,837.69	\$5,837.69

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
184987	435-7101-571.50-55	CLEAN CUT TREE SERVICE INC	SERVICE TREES	\$107,540.00	\$107,540.00
184988	101-7101-531.31-40	CLESEN ARTHUR INC	AGRICULTURAL SUPPLIES	\$5,988.50	\$6,957.82
			AGRICULTURAL SUPPLIES	\$969.32	
	101-7101-531.31-90		SIDEWALK SALT	\$1,188.74	\$2,377.48
			SIDEWALK SALT	\$1,188.74	
	435-7101-571.50-55		FERTILIZER	\$1,858.50	\$1,858.50
184989	435-7101-531.40-86	WILLIAM COLE	EAB	\$54.29	\$54.29
184990	101-7101-531.22-70	COMCAST CABLE	INTERNET SCADA	\$184.35	\$184.35
184997	101-7101-531.21-62	COUNTRYSIDE LANDFILL	SERVICE DISPOSAL	\$3,105.45	\$3,105.45
184998	101-7101-531.21-11	COYNE TEXTILE SERVICES	SERVICE BLDG MAINT	\$16.52	\$151.20
			SERVICE BLDG MAINT	\$13.64	
			SERVICE BLDG MAINT	\$26.36	
			SERVICE BLDG MAINT	\$65.24	
			SERVICE BLDG MAINT	\$15.32	
			SERVICE BLDG MAINT	\$14.12	
185003	101-7101-531.22-70	DEX ONE	TELEPHONE SERVICE	\$78.00	\$78.00
185006	101-7101-531.22-03	DR ROBERT MANREDINI	TRAINING CLASS	\$300.00	\$300.00
185007	435-7101-531.40-86	RICHARD DURAND	EAB	\$75.00	\$75.00
185008	101-7101-531.21-02	DYNAMIC HEATING & PIPING CO	EQUIPMENT MAINTENANCE	\$407.00	\$672.00
			EQUIPMENT MAINTENANCE	\$265.00	
185009	435-7101-531.40-86	RICHARD EBERHARDT	EAB	\$75.00	\$75.00
185011	435-7101-531.40-86	THOMAS ESLER	EAB	\$54.29	\$54.29
185014	435-7101-531.40-86	CLEMENTE FIERENZA	EAB	\$47.50	\$47.50
185015	435-7101-531.40-86	ED FILIPINI	EAB	\$47.50	\$47.50
185019	101-7101-531.21-65	FOX VALLEY FIRE & SAFETY COMPANY	FIRE ALARM INSPECTION	\$274.00	\$274.00
185022	435-7101-531.40-86	DAVID FRICANO	EAB	\$54.29	\$54.29
185023	435-7101-531.40-86	DONALD FUNK	EAB	\$54.29	\$54.29
185026	101-7101-531.31-65	GEMPLERS	SUPPLIES	\$44.00	\$44.00
	435-7101-531.31-85		TOOLS	\$363.40	\$363.40
185030	435-7101-531.40-86	KEITH GOODWIN	EAB	\$75.00	\$75.00
185031	435-7101-531.40-86	PAT GRABARSKI	EAB	\$75.00	\$75.00
185032	101-7101-531.31-45	GRAINGER W W INC	JANITORIAL SUPPLIES	\$32.10	\$32.10
	101-7101-531.31-65		EQUIPMENT, NON OFFICE	\$25.29	\$25.29
	101-7101-531.31-85		STREET/SIDEWALK SUPPLIES	\$102.20	\$102.20
	401-7101-572.50-15		PUMPING SYSTEM SUPPLIES	\$339.08	\$339.08

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185033	101-7101-531.22-75	GRAINGER W W INC	CELL PHONE ACCESSORIES	\$121.40	\$121.40
	101-7101-531.31-65		SUPPLIES	\$109.44	\$353.50
			SUPPLIES	\$200.62	
			SUPPLIES	\$43.44	
185037	101-7101-531.21-62	GROOT INDUSTRIES INC	DISPOSAL SERVICES	\$252.08	\$576.58
			DISPOSAL SERVICES	\$324.50	
185038	435-7101-531.40-86	MARIE GRZESIAK	EAB	\$54.29	\$54.29
185039	101-7101-531.21-11	GSF USA INC	SERVICE BLDG MAINT	\$11,249.00	\$11,249.00
185043	101-7101-531.31-55	HANSON HARDWARE	BUILDING SUPPLIES	\$32.75	\$53.32
			BUILDING SUPPLIES	\$20.57	
	101-7101-531.31-65		SUPPLIES	\$33.46	\$65.41
			SUPPLIES	\$31.95	
	101-7101-531.31-85		HARDWARE SUPPLIES	\$34.97	\$50.95
			HARDWARE SUPPLIES	\$15.98	
	101-7101-531.31-90		SUPPLIES	\$13.28	\$13.28
185044	101-7101-531.31-65	HARRIS TRUST & SAVINGS BANK	MEIJER #228	\$49.33	\$72.75
			MEIJER #228	\$23.42	
185045	435-7101-531.40-86	ROBIN HARRIS	EAB	\$101.79	\$101.79
185046	101-7101-531.21-02	HASTINGS AIR ENERGY CONTROL	EQUIPMENT MAINTENANCE	\$338.95	\$338.95
185047	101-7101-531.21-02	HAYES MECHANICAL	EQUIPMENT MAINTENANCE	\$257.00	\$8,909.89
			EQUIPMENT MAINTENANCE	\$257.00	
			EQUIPMENT MAINTENANCE	\$477.38	
			EQUIPMENT MAINTENANCE	\$1,141.07	
			EQUIPMENT MAINTENANCE	\$232.00	
			EQUIPMENT MAINTENANCE	\$6,115.24	
			EQUIPMENT MAINTENANCE	\$430.20	
185050	101-7101-531.21-55	HENDRICKSEN ROBERT W COMPANY	SERVICE TREES	\$24,676.00	\$95,191.00
			SERVICE TREES	\$4,784.00	
			SERVICE TREES	\$23,028.00	
			SERVICE TREES	\$12,905.00	
			SERVICE TREES	\$29,798.00	
	435-7101-571.50-55		DEBRIS REMOVAL	\$1,941.88	\$3,903.76
			DEBRIS REMOVAL	\$1,961.88	
185054	101-7101-531.30-35	MICHAEL HODGE	CLOTHING REIMBURSEMENT	\$75.99	\$75.99
185056	101-7101-531.22-03	HOH CHEMICALS INC	TRAINING REGISTRATION FEE	\$100.00	\$100.00

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185058	101-7101-531.31-90	HOME DEPOT #1913	SUPPLIES	\$74.75	\$74.75
185059	101-7101-531.31-55	HOME DEPOT CREDIT SERVICES	BUILDING SUPPLIES	\$323.40	\$323.40
185067	101-7101-531.31-90	INDUSTRIAL SYSTEMS LTD	STREET/SIDEWALK SUPPLIES	\$3,231.00	\$6,527.34
			STREET/SIDEWALK SUPPLIES	\$3,296.34	
185071	435-7101-531.40-86	NICHOLAS JAHNKE	EAB	\$54.29	\$54.29
185072	101-7101-531.31-40	JCK CONTRACTORS	TOPSOIL	\$1,625.00	\$1,625.00
185074	435-7101-531.40-86	DAVE JOHNSON	EAB	\$75.00	\$75.00
185075	435-7101-531.40-86	LISA JORDAN	EAB	\$54.29	\$54.29
185081	435-7101-531.40-86	WILLIAM KEHRER	EAB	\$75.00	\$75.00
185084	435-7101-531.40-86	BOB KOCI	EAB	\$75.00	\$75.00
185086	435-7101-531.40-86	STEVE KOLASA	EAB	\$75.00	\$75.00
185089	435-7101-531.40-86	STEFAN KRINSKY	EAB	\$75.00	\$75.00
185092	435-7101-531.40-86	GEORGE LAUT	EAB	\$54.29	\$54.29
185102	101-7101-531.31-55	LOWES COMMERCIAL SERVICES	PAINT & EQUIPMENT	\$230.12	\$253.23
			PAINT & EQUIPMENT	\$23.11	
	101-7101-531.31-90		STREET/SIDEWALK SUPPLIES	\$89.74	\$89.74
185103	101-7101-531.31-55	LOWES HOME CENTERS	BUILDING SUPPLIES	\$30.09	\$30.09
	101-7101-531.31-65		SUPPLIES	\$67.39	\$82.47
			SUPPLIES	\$15.08	
	101-7101-531.31-85		TOOLS/EQUIPMENT	\$1,194.55	\$1,194.55
185104	435-7101-531.40-86	CAROL ANN LOWNEY	EAB	\$54.29	\$54.29
185105	435-7101-531.40-86	RICHARD LYTLE	EAB	\$75.00	\$75.00
185106	435-7101-531.40-86	SALVATORE MACALUSO	EAB	\$47.50	\$47.50
185108	101-7101-531.30-39	MANSFIELD OIL COMPANY	FUEL,OIL,GREASE, & LUBES	\$20,053.91	\$24,852.14
			FUEL,OIL,GREASE, & LUBES	\$4,798.23	
185110	435-7101-531.40-86	JON MARQUARDT	EAB	\$54.29	\$54.29
185118	101-7101-531.30-35	MENARDS-LONG GROVE	SAFETY CLOTHING	\$59.97	\$59.97
185123	426-7101-571.50-25	MGI CORP	SERVICE CONSTRUCTION	\$3,585.60	\$3,585.60
185124	101-7101-531.31-55	MICHAEL JOSEPH & ASSOCIATES	BUILDING SUPPLIES	\$1,894.00	\$1,894.00
185125	101-7101-531.21-02	MID AMERICAN ELEVATOR CO INC	EQUIPMENT MAINTENANCE	\$530.00	\$530.00
185126	435-7101-531.40-86	MIKE MILLER	EAB	\$75.00	\$75.00
185127	435-7101-531.40-86	MARIE MIRRO	EAB	\$54.29	\$54.29
185128	435-7101-531.40-86	RITA MOLEPSKE	EAB	\$47.50	\$47.50
185133	435-7101-531.40-86	SAM MOSER	EAB	\$54.29	\$54.29
185134	101-7101-531.31-75	MUNICIPAL MARKING DIST INC	MARKING FLAGS	\$1,400.87	\$1,400.87

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185136	435-7101-531.40-86	WALTER NEUHENGEN	EAB	\$54.29	\$54.29
185139	101-7101-531.22-02	NIPSTA	DUES, MEMBERSHIP	\$1,500.00	\$1,500.00
185143	101-7101-531.31-75	NORTHWEST ELECTRICAL SUPPLY CO	STREET LIGHT SUPPLIES	\$23.61	\$355.16
			STREET LIGHT SUPPLIES	\$331.55	
	401-7101-571.50-30		STREET LIGHT SUPPLIES	\$1,830.24	\$1,830.24
185144	435-7101-531.40-86	JOHN O'BRIEN	EAB	\$75.00	\$75.00
185145	435-7101-531.40-86	KEVIN O'BRIEN	EAB	\$54.29	\$54.29
185146	435-7101-531.40-86	JUDITH O'CONNER	EAB	\$54.29	\$54.29
185147	435-7101-531.40-86	JOYCE O'MARA	EAB	\$47.50	\$47.50
185151	435-7101-531.40-86	PETE O'DON	EAB	\$47.50	\$47.50
185152	101-7101-531.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$242.47	\$951.93
			OFFICE SUPPLIES	\$159.34	
			OFFICE SUPPLIES	\$6.27	
			OFFICE SUPPLIES	\$531.87	
			OFFICE SUPPLIES	\$11.98	
185157	435-7101-531.40-86	TOM PAINE	EAB	\$75.00	\$75.00
185158	435-7101-531.40-86	JANESE PAPPAS	EAB	\$54.29	\$54.29
185159	435-7101-531.40-86	MARK PATERSON	EAB	\$75.00	\$75.00
185161	435-7101-531.40-86	TODD PETERSON	EAB	\$54.29	\$54.29
185162	101-7101-531.22-03	PETTY CASH	TRAINING	\$12.00	\$12.00
	101-7101-531.30-05		OFFICE SUPPLIES	\$37.96	\$37.96
185165	435-7101-531.40-86	PAMELA PLANCON	EAB	\$54.29	\$54.29
185166	435-7101-531.40-86	PAUL POPPE	EAB	\$54.29	\$54.29
185171	101-7101-531.21-55	POWELL TREE CARE INC	SERVICE TREES	\$23,685.20	\$117,293.20
			SERVICE TREES	\$551.60	
			SERVICE TREES	\$71,117.00	
			SERVICE TREES	\$21,939.40	
	435-7101-571.50-55		SERVICE TREES	\$551.60	\$551.60
185175	101-7101-531.30-35	PRO SAFETY INC	CLOTHING	\$50.85	\$389.85
			CLOTHING	\$339.00	
185176	101-7101-531.30-35	PRO STAR	CLOTHING	\$570.73	\$570.73
185178	435-7101-531.40-86	DAVID QUEENER	EAB	\$75.00	\$75.00
185180	101-7101-531.21-01	RADICOM	REPAIR SERVICE EQUIPMENT	\$4,270.00	\$4,270.00
185181	435-7101-531.40-86	POITR RADLINSKI	EAB	\$54.29	\$54.29
185182	101-7101-531.31-80	RAE PRODUCTS & CHEMICALS	SIGNS, SIGN MATERIAL	\$5,520.00	\$5,520.00

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185183	435-7101-571.50-55	RAINBOW TREECARE	AGRICULTURAL SUPPLIES	\$3,489.00	\$3,489.00
185185	101-7101-531.30-35	RED WING SHOE STORE	CLOTHING	\$164.95	\$264.95
			CLOTHING	\$100.00	
185186	435-7101-531.40-86	KAREN REENTS	EAB	\$47.50	\$47.50
185188	401-7101-572.50-15	RELIABLE FIRE EQUIPMENT CO	HOSES	\$1,333.91	\$1,333.91
185190	435-7101-531.40-86	SCOTT RENNER	EAB	\$54.29	\$54.29
185191	101-7101-531.30-39	RKA PETROLEUM COMPANIES INC	FUEL,OIL,GREASE, & LUBES	\$27,310.24	\$27,310.24
185192	435-7101-571.50-55	ROBERT E HUMMEL CONSTRUCTION CO INC	EQUIPMENT RENTAL	\$3,500.00	\$3,500.00
185197	435-7101-531.40-86	DONALD RUPPRECHT	EAB	\$47.50	\$47.50
185199	435-7101-531.40-86	NANCY RUSSELL	EAB	\$47.50	\$47.50
185200	101-7101-531.31-65	RUSO'S POWER EQUIPMENT INC	SUPPLIES	\$68.00	\$68.00
	401-7101-572.50-15		BLOWER FOR PAVING	\$1,575.00	\$1,575.00
185202	435-7101-531.40-86	IWONA RZECZKOWSKI	EAB	\$75.00	\$75.00
185204	101-7101-531.21-55	SANDY'S LAWN AND TREE CARE	SERVICE MISCELLANEOUS	\$8,250.00	\$8,250.00
185209	435-7101-531.40-86	BERNARD SCOLA	EAB	\$54.29	\$54.29
185212	435-7101-531.40-86	GERALD SIEMIENAS	EAB REIMBURSEMENT	\$75.00	\$75.00
185213	101-7101-531.21-02	SIMPLEX GRINNELL	ALARM MAINTENANCE FEE	\$280.67	\$280.67
	101-7101-531.21-65		OTHER SERVICES	\$465.00	\$837.00
			OTHER SERVICES	\$372.00	
185217	435-7101-531.40-86	KEITH ST ONGE	EAB	\$54.29	\$54.29
185221	101-7101-531.22-03	START GROUP	TRAINING	\$525.00	\$525.00
185222	101-7101-531.21-65	STATE OF IL FIRE MARSHALL	CERTIFICATE FEE - BOILER	\$140.00	\$210.00
			CERTIFICATE FEE- BOILER	\$70.00	
185223	211-7101-571.50-40	STATE OF IL TREASURER	SERVICE CONSTRUCTION	\$19,516.80	\$19,516.80
185224	435-7101-531.40-86	SUSAN STEPEK	EAB	\$47.50	\$47.50
185225	435-7101-531.40-86	ROBERT STOBE	EAB	\$54.29	\$54.29
185226	435-7101-531.40-86	JAMES STUBER	EAB	\$54.29	\$54.29
185228	101-7101-531.21-55	SUBURBAN PRESS	DOOR HANGERS	\$678.00	\$678.00
185231	435-7101-571.50-55	SXI	EAB WOODCHIP DISPOSAL	\$1,800.00	\$1,800.00
185232	101-7101-531.21-15	GAEL SYOEN	MAILBOX REIMBURSEMENT	\$50.00	\$50.00
185234	101-7101-531.21-02	TANKNOLOGY INC	EQUIPMENT MAINTENANCE	\$837.60	\$837.60
185243	101-7101-531.31-70	TRAFFIC CONTROL CORP	TRAFFIC SIGNAL SUPPLIES	\$9,175.00	\$11,315.00
			TRAFFIC SIGNAL SUPPLIES	\$2,140.00	
	101-7101-531.31-80		SIGNS, SIGN MATERIAL	\$4,330.00	\$4,855.00
			SHIPPING/DELIVERY SERVICE	\$525.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185243	401-7101-572.50-15	TRAFFIC CONTROL CORP	TRAFFIC SIGNAL BASES	\$920.00	\$920.00
185245	101-7101-531.31-40	TURFMAKER CORP	HYDRO SEEDER SUPPLIES	\$288.00	\$288.00
185246	101-7101-531.21-65	TYCO INTEGRATED SECURITY	ALARM MAINTENANCE FEE	\$90.00	\$260.58
			ALARM MAINTENANCE FEE	\$170.58	
185250	435-7101-571.50-55	US ARBOR PRODUCTS INC	MULCH	\$1,494.00	\$1,494.00
185258	435-7101-531.40-86	ROGER VICE	EAB	\$47.50	\$47.50
185259	101-7101-531.30-35	VIKTORA JAY	REIMBURSEMENT CLOTHING	\$99.99	\$99.99
185265	435-7101-531.40-86	KEVIN WATERLOO	EAB	\$75.00	\$75.00
185266	435-7101-531.40-86	GARY WATTS	EAB	\$54.29	\$54.29
185267	435-7101-531.40-86	ALAN WEISS	EAB	\$75.00	\$75.00
185268	101-7101-531.21-55	WEST CENTRAL MUNICIPAL CONF	AGRICULTURAL SUPPLIES	\$9,296.52	\$9,296.52
	435-7101-571.50-55		AGRICULTURAL SUPPLIES	\$92,962.73	\$92,962.73
185270	435-7101-531.40-86	CHARLES WIENKE	EAB	\$75.00	\$75.00
185271	435-7101-531.40-86	ALICE WIMBERLY	EAB	\$54.29	\$54.29
185272	435-7101-531.40-86	JIM WINSLOW	EAB	\$75.00	\$75.00
185277	435-7101-531.40-86	BILL YOUNG	EAB	\$47.50	\$47.50
185278	435-7101-531.40-86	BETH ZAMPARO	EAB	\$47.50	\$47.50
801352	101-7101-531.21-50	NICOR	19426400008	\$86.70	\$8,410.04
			53278600001	\$5,219.82	
			72489260108	\$157.03	
			76830700001	\$1,279.17	
			38178600003	\$667.37	
			28178600004	\$686.08	
			40178600009	\$313.87	
801353	101-7101-531.22-70	AT & T	847577545303	\$80.87	\$5,817.30
			847797132102	\$54.69	
			847439786803	\$109.63	
			847Z97278403	\$348.42	
			847R16051903	\$1,922.96	
			847577579503	\$310.65	
			847392086603	\$77.33	
			847797132103	\$54.69	
			847590600003	\$1,137.24	
			847255350504	\$1,720.82	
801354	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	4321662000	\$1,050.73	\$2,008.45

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
801354	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	8572043011	\$56.35	\$2,008.45
			1647055057	\$860.91	
			3183115007	\$40.46	
Total Division:				\$733,014.08	
Total Department:				\$733,014.08	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 72 Water and Sewer					
Division: 1					
184931	505-7201-561.22-03	AMERICAN WATER WORKS ASSN	REGISTRATION	\$58.00	\$58.00
184932	505-7201-561.22-02	AMERICAN WATER WORKS ASSOC	MEMBERSHIP DUES	\$191.00	\$191.00
184934	505-7201-561.21-11	ANDERSON LOCK	SECURITY LOCKS	\$209.18	\$209.18
184944	505-7201-561.31-85	ARLINGTON POWER EQUIPMENT	WATER SEWER SYSTEM SUPPLY	\$46.18	\$46.18
184952	505-7201-561.31-02	BATTERIES PLUS	REPLACE CK 184363	\$130.95	\$130.95
184965	505-7201-561.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	\$22,742.85	\$22,742.85
	505-7201-561.21-62		SERVICE DISPOSAL	\$6,313.00	\$6,313.00
	505-7201-561.31-90		GRAVEL	\$1,297.77	\$15,406.68
			STREET/SIDEWALK SUPPLIES	\$5,543.26	
			STREET/SIDEWALK SUPPLIES	\$8,565.65	
185016	505-7201-561.31-07	FOREMAN JOSEPH D AND CO	SEWER SUPPLIES	\$1,580.00	\$1,580.00
185018	505-7201-561.31-02	FOX SPRINKLER SUPPLY CORP	WATER METER SUPPLIES	\$1,740.99	\$1,740.99
185032	505-7201-561.31-05	GRAINGER W W INC	PUMPING SYSTEM SUPPLIES	\$95.88	\$95.88
	505-7201-561.31-55		HARDWARE SUPPLIES	\$22.16	\$22.16
185033	505-7201-561.31-65	GRAINGER W W INC	SUPPLIES	\$155.00	\$487.82
			HANDHELD SPRAYER	\$132.12	
			SUPPLIES	\$200.70	
185035	505-7201-561.31-05	GRAYBAR ELECTRIC COMPANY	SUPPLIES	\$1,576.20	\$3,152.40
			SUPPLIES/CAMERA SYSTEM	\$1,576.20	
185043	505-7201-561.31-02	HANSON HARDWARE	SUPPLIES	\$23.95	\$23.95
	505-7201-561.31-55		BUILDING SUPPLIES	\$29.97	\$91.94
			BUILDING SUPPLIES	\$61.97	
	505-7201-561.31-65		SUPPLIES	\$17.98	\$17.98
185044	505-7201-561.31-85	HARRIS TRUST & SAVINGS BANK	AMAZON MKTPLACE PMTS	\$20.32	\$20.32
185048	505-7201-561.21-35	HBK WATER METER SERVICE INC	WATER SEWER SYSTEM SUPPLY	\$2,789.44	\$4,719.44
			WATER SEWER SYSTEM SUPPLY	\$610.00	
			WATER SEWER SYSTEM SUPPLY	\$1,320.00	
	505-7201-561.31-02		STOCK BACKFLOW DEVICES	\$1,395.32	\$5,862.52
			STOCK METER FITTINGS	\$1,937.66	
			STOCK METER FITTINGS	\$425.45	
			STOCK METER FITTINGS	\$1,990.09	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185048	505-7201-561.31-02	HBK WATER METER SERVICE INC	GASKETS	\$114.00	\$5,862.52
185078	505-7201-561.21-65	JULIE INC	SERVICE CONSTRUCTION	\$7,225.09	\$7,225.09
185091	505-7201-561.31-55	LAI LTD	BUILDING SUPPLIES	\$852.69	\$1,999.89
			BUILDING SUPPLIES	\$1,147.20	
185102	505-7201-561.31-07	LOWES COMMERCIAL SERVICES	PLUMBING EQUIP FIXT,SUPP	\$315.12	\$434.60
			PLUMBING EQUIP FIXT,SUPP	(\$12.40)	
			PLUMBING EQUIP FIXT,SUPP	\$131.88	
	505-7201-561.31-55		BUILDER'S SUPPLIES	\$47.44	\$91.10
			BUILDER'S SUPPLIES	\$43.66	
	505-7201-561.31-85		HAND TOOLS-POWER/NON POW	\$2.63	\$2.63
185103	505-7201-561.31-05	LOWES HOME CENTERS	PIT DEHUMIDIFIER	\$189.05	\$189.05
	505-7201-561.31-85		TOOLS	\$72.86	\$1,658.90
			TOOLS/EQUIPMENT	\$1,586.04	
185115	505-7201-561.20-05	MC HENRY ANALYTICAL WATER LAB	WATER SAMPLES	\$160.00	\$1,825.00
			SERVICE CONSULTING	\$1,665.00	
185118	505-7201-561.31-65	MENARDS-LONG GROVE	CEMENT MIXER	\$598.00	\$598.00
185119	505-7201-561.31-07	MENONI & MECOGNI	PORTLAND CEMENT	\$1,540.00	\$6,692.15
			CATCH BASIN CONES	\$1,775.40	
			CONCRETE BRICKS AND RINGS	\$1,809.40	
			RINGS AND MANHOLE	\$1,567.35	
185134	505-7201-561.31-65	MUNICIPAL MARKING DIST INC	MARKING FLAGS	\$810.00	\$810.00
185139	505-7201-561.22-02	NIPSTA	DUES, MEMBERSHIP	\$1,500.00	\$1,500.00
185152	505-7201-561.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$242.47	\$940.91
			OFFICE SUPPLIES	\$531.87	
			OFFICE SUPPLIES	\$166.57	
	505-7201-561.50-10		OFFICE EQUIPMENT	\$854.15	\$854.15
185155	505-7201-561.30-35	OLSEN SAFETY EQUIPMENT CORP	CLOTHING	\$455.67	\$455.67
185162	505-7201-561.22-03	PETTY CASH	TRAINING	\$30.00	\$30.00
	505-7201-561.31-55		BUILDING SUPPLIES	\$7.99	\$7.99
	505-7201-561.33-05		SUPPLIES	\$22.88	\$22.88
185175	505-7201-561.30-35	PRO SAFETY INC	CLOTHING	\$86.85	\$86.85
185176	505-7201-561.30-35	PRO STAR	SHIRTS	\$570.74	\$570.74
185185	505-7201-561.30-35	RED WING SHOE STORE	CLOTHING	\$100.00	\$298.97
			CLOTHING	\$98.97	
			CLOTHING	\$100.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185214	505-7201-561.21-35	SKIRMONT MECHANICAL CONTRACTORS	SERVICE METER	\$9,679.10	\$9,679.10
185220	505-7201-561.31-65	STANDARD PIPE & SUPPLY INC	SUPPLIES	\$148.25	\$148.25
185221	505-7201-561.22-03	START GROUP	TRAINING	\$525.00	\$525.00
185240	505-7201-561.50-10	TIGERDIRECT	LED MONITORS	\$760.05	\$760.05
185245	505-7201-561.31-40	TURFMAKER CORP	HYDRO SEEDER SUPPLIES	\$288.00	\$288.00
185249	505-7201-561.22-05	UPS STORE #1051	SERVICE POSTAL	\$13.88	\$13.88
185253	505-7201-561.31-01	USA BLUEBOOK	HYDRANT WRENCHES	\$185.24	\$185.24
	505-7201-561.31-65		CHLORINE CYLINDER SCALE	\$1,968.40	\$1,968.40
	505-7201-561.31-85		TOOLS	\$69.31	\$69.31
	505-7201-561.50-15		SUPPLIES	\$885.20	\$1,570.15
			SUPPLIES	\$684.95	
185264	505-7201-561.31-07	WATER PRODUCTS CO	SEWER COLLECTION SUPPLIES	\$1,980.72	\$3,960.72
			SEWER COLLECTION SUPPLIES	\$1,980.00	
185279	505-7201-561.31-01	ZIEBELL WATER SERVICE PRODUCTS	O-RINGS	\$28.00	\$28.00
	505-7201-561.31-85		TOOLS	\$19.56	\$19.56
801351	505-7201-561.22-70	AMERICAN MESSAGING	ACCT U1-109311	\$96.60	\$96.60
801352	505-7201-561.21-50	NICOR	19278600002	\$188.50	\$781.51
			04055600003	\$101.09	
			76830700001	\$411.23	
			16797600000	\$80.69	
801353	505-7201-561.22-70	AT & T	847437468403	\$54.70	\$4,750.84
			847437468503	\$129.68	
			847590808503	\$180.91	
			847590210503	\$4,385.55	
801354	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0645171017	\$75.43	\$813.41
			1104021044	\$69.59	
			0645171017	\$74.05	
			1284169036	\$98.23	
			3973144001	\$154.23	
			00871055164	\$341.88	
801355	505-7201-561.21-50	CONSTELLATION NEW ENERGY INC	0528113037	\$5,455.31	\$13,068.90
			0081080033	\$3,186.90	
			0441087047	\$2,722.62	
			0522082015	\$1,704.07	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Total Division:				\$127,934.73	
Total Department:				\$127,934.73	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 73 Parking					
Division: 2					
185125	235-7302-532.21-02	MID AMERICAN ELEVATOR CO INC	EQUIPMENT MAINTENANCE	\$457.63	\$457.63
Total Division:				\$457.63	
Division: 3					
185125	235-7303-532.21-02	MID AMERICAN ELEVATOR CO INC	EQUIPMENT MAINTENANCE	\$222.00	\$592.00
			EQUIPMENT MAINTENANCE	\$370.00	
Total Division:				\$592.00	
Division: 4					
185252	235-7304-532.21-02	US FIRE PROTECTION INC	EQUIPMENT MAINTENANCE	\$1,328.01	\$1,328.01
801355	235-7304-532.21-50	CONSTELLATION NEW ENERGY INC	0983023007	\$4,057.96	\$4,057.96
Total Division:				\$5,385.97	
Total Department:				\$6,435.60	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 75 Municipal Fleet Services					
Division: 1					
1931	621-7501-551.21-07	IL SECRETARY OF STATE	VEHICLE REGISTRATION	\$101.00	\$101.00
184939	621-7501-551.31-51	ARLINGTON HEIGHTS FORD	VEH MAINTENANCE SUPPLY	\$365.31	\$365.31
184941	621-7501-551.31-51	ARLINGTON HTS FORD INC	VEH MAINTENANCE SUPPLY	\$3.65	\$347.00
			VEH MAINTENANCE SUPPLY	\$343.35	
184946	621-7501-551.21-07	ATLAS BOBCAT INCORPORATED	SERVICE VEHICLE PARTS	\$485.12	\$3,089.06
			SERVICE VEHICLE PARTS	\$2,603.94	
184947	621-7501-551.31-51	ATLAS FIRST ACCESS INC	VEH MAINTENANCE SUPPLY	\$535.52	\$535.52
184948	621-7501-551.31-51	AUTO ZONE	VEH MAINTENANCE SUPPLY	\$3.59	\$602.25
			VEH MAINTENANCE SUPPLY	\$47.99	
			BATTERY	\$199.49	
			VEH MAINTENANCE SUPPLY	\$44.90	
			VEH MAINTENANCE SUPPLY	\$133.91	
			VEH MAINTENANCE SUPPLY	\$26.98	
			VEH MAINTENANCE SUPPLY	\$37.39	
			VEH MAINTENANCE SUPPLY	\$108.00	
184954	621-7501-551.21-07	BIEBER JOHN	REIMB-TITLE/PLATES	\$537.34	\$537.34
184968	621-7501-551.31-51	CAR QUEST	VEH MAINTENANCE SUPPLY	\$70.34	\$267.59
			VEH MAINTENANCE SUPPLY	\$7.95	
			VEH MAINTENANCE SUPPLY	\$3.09	
			VEH MAINTENANCE SUPPLY	\$21.89	
			VEH MAINTENANCE SUPPLY	\$51.47	
			VEH MAINTENANCE SUPPLY	\$11.74	
			VEH MAINTENANCE SUPPLY	\$34.34	
			VEH MAINTENANCE SUPPLY	\$58.82	
			VEH MAINTENANCE SUPPLY	\$7.95	
184969	401-7501-572.50-15	CARQUEST AUTO PARTS ARLINGTON HTS	EQUIPMENT, NON OFFICE	\$6,384.07	\$6,384.07
184978	621-7501-551.31-51	CHICAGO PARTS AND SOUND	VEH MAINTENANCE SUPPLY	\$79.64	\$79.64
184983	621-7501-551.30-35	CINTAS CORP	CLOTHING	\$37.36	\$37.36
184984	621-7501-551.21-36	CITY WELDING SALES & SERVICE	RENTAL/LEASE EQUIPMENT	\$112.00	\$112.00
184994	621-7501-551.33-05	CONSOLIDATED PLASTICS CO	SUPPLIES	\$399.25	\$399.25
185005	621-7501-551.31-51	DOUGLAS TRUCK PARTS INC	VEH MAINTENANCE SUPPLY	\$69.98	\$69.98

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185017	621-7501-551.31-51	FOSTER COACH SALES INC	VEH MAINTENANCE SUPPLY	\$34.65	\$34.65
185027	621-7501-551.31-51	GERMAN BLISS EQUIPMENT	VEH MAINTENANCE SUPPLY	\$96.12	\$96.12
185028	621-7501-551.31-51	GLOBAL EMERGENCY PRODUCTS	VEH MAINTENANCE SUPPLY	\$201.30	\$201.30
185043	621-7501-551.31-51	HANSON HARDWARE	PAINT & EQUIPMENT	\$3.98	\$18.96
			VEH MAINTENANCE SUPPLY	\$14.98	
	621-7501-551.31-65		PAINT & EQUIPMENT	\$8.00	\$8.00
185060	621-7501-551.31-51	HOSKINS CHEVROLET INC	VEH MAINTENANCE SUPPLY	\$62.14	\$119.98
			VEH MAINTENANCE SUPPLY	\$57.84	
185068	621-7501-551.21-07	INLAND POWER GROUP	SERVICE VEHICLE PARTS	\$7,067.21	\$7,067.21
185095	621-7501-551.31-51	LEACH ENTERPRISES INC	VEH MAINTENANCE SUPPLY	\$66.70	\$92.28
			VEH MAINTENANCE SUPPLY	\$50.18	
			VEH MAINTENANCE SUPPLY	(\$24.60)	
185096	621-7501-551.21-07	LEE AUTO PARTS	VEH MAINTENANCE SUPPLY	(\$41.03)	\$-41.03
	621-7501-551.31-51		VEH MAINTENANCE SUPPLY	\$6.18	\$53.15
			VEH MAINTENANCE SUPPLY	\$11.29	
			VEH MAINTENANCE SUPPLY	\$12.09	
			VEH MAINTENANCE SUPPLY	\$23.59	
185099	621-7501-551.21-62	LIBERTY TIRE RECYCLING	TIRE DISPOSAL	\$145.67	\$145.67
185111	621-7501-551.31-51	MASTER HITCH INC	VEH MAINTENANCE SUPPLY	\$30.25	\$444.55
			VEH MAINTENANCE SUPPLY	\$164.30	
			VEH MAINTENANCE SUPPLY	\$109.95	
			VEH MAINTENANCE SUPPLY	\$109.95	
			VEH MAINTENANCE SUPPLY	\$17.90	
			VEH MAINTENANCE SUPPLY	\$20.10	
			VEH MAINTENANCE SUPPLY	(\$7.90)	
185113	621-7501-551.31-51	MC ALLISTER EQUIPMENT	VEH MAINTENANCE SUPPLY	\$504.72	\$504.72
185116	621-7501-551.31-51	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	\$78.31	\$78.31
185129	621-7501-551.31-51	MONROE TRUCK EQUIPMENT	VEH MAINTENANCE SUPPLY	\$177.00	\$177.00
185132	621-7501-551.21-07	MORTON GROVE AUTOMOTIVE WEST	VEH MAINTENANCE SUPPLY	\$225.00	\$225.00
185135	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	\$224.11	\$267.25
			VEH MAINTENANCE SUPPLY	\$43.14	
185150	621-7501-551.21-07	ODOCK INC	CAR WASHES	\$40.00	\$40.00
185173	621-7501-551.31-51	PRECISION SERVICE PARTS	VEH MAINTENANCE SUPPLY	\$47.34	\$147.74
			VEH MAINTENANCE SUPPLY	\$100.40	
185174	621-7501-551.21-07	PRO CARE	REMOVE DECALS/DETAIL	\$350.00	\$525.00

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
185174	621-7501-551.21-07	PRO CARE	REMOVE DECALS/DETAIL	\$175.00	\$525.00
185175	621-7501-551.30-35	PRO SAFETY INC	CLOTHING	\$125.00	\$472.40
			CLOTHING	\$347.40	
185179	621-7501-551.31-51	RADCO COMMUNICATIONS	VEH MAINTENANCE SUPPLY	\$584.52	\$584.52
185196	401-7501-572.50-15	RUBBER INC	EQUIPMENT, NON OFFICE	\$3,015.00	\$3,015.00
	621-7501-551.31-65		EQUIPMENT SUPPLIES	\$33.60	\$33.60
185198	621-7501-551.21-07	RUSH TRUCK CENTERS OF ILLINOIS INC	VEH MAINTENANCE SUPPLY	\$1,502.94	\$1,502.94
	621-7501-551.31-51		VEH MAINTENANCE SUPPLY	\$11.81	\$336.35
			VEH MAINTENANCE SUPPLY	\$124.48	
			VEH MAINTENANCE SUPPLY	\$32.53	
			VEH MAINTENANCE SUPPLY	\$167.53	
185216	621-7501-551.31-51	SPRING ALIGN	VEH MAINTENANCE SUPPLY	\$37.51	\$37.51
185219	621-7501-551.21-07	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	\$168.00	\$168.00
	621-7501-551.31-51		VEH MAINTENANCE SUPPLY	\$295.28	\$2,391.17
			VEH MAINTENANCE SUPPLY	\$227.09	
			VEH MAINTENANCE SUPPLY	\$69.45	
			VEH MAINTENANCE SUPPLY	\$602.98	
			VEH MAINTENANCE SUPPLY	\$842.56	
			VEH MAINTENANCE SUPPLY	\$117.56	
			VEH MAINTENANCE SUPPLY	\$236.25	
185251	621-7501-551.31-51	US AUTO FORCE	VEH MAINTENANCE SUPPLY	\$133.57	\$133.57
185269	621-7501-551.31-51	WHOLESALE DIRECT INC	VEH MAINTENANCE SUPPLY	\$838.80	\$1,970.91
			VEH MAINTENANCE SUPPLY	\$41.86	
			VEH MAINTENANCE SUPPLY	\$55.31	
			VEH MAINTENANCE SUPPLY	\$1,034.94	
	621-7501-551.31-65		SUPPLIES	\$60.20	\$60.20
Total Division:				\$33,839.40	
Total Department:				\$33,839.40	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 90 Capital					
Division: 1					
185100	505-9001-571.50-25	LO VERDE CONSTRUCTION CO INC	SERVICE CONSTRUCTION	\$7,014.78	\$11,239.78
			SERVICE CONSTRUCTION	\$4,225.00	
Total Division:				\$11,239.78	
Division: 3					
185017	621-9003-572.50-05	FOSTER COACH SALES INC	AMB TRADE IN ADJUSTMENT	\$1,500.00	\$1,500.00
185021	621-9003-572.50-05	FREEWAY FORD	VEHICLE MAJOR TRANSPORT	\$33,978.81	\$282,445.00
			VEHICLE MAJOR TRANSPORT	\$25,885.19	
			VEHICLE MAJOR TRANSPORT	\$33,978.81	
			VEHICLE MAJOR TRANSPORT	\$25,885.19	
			VEHICLE MAJOR TRANSPORT	\$30,786.06	
			VEHICLE MAJOR TRANSPORT	\$23,452.94	
			VEHICLE MAJOR TRANSPORT	\$30,786.06	
			VEHICLE MAJOR TRANSPORT	\$23,452.94	
			VEHICLE MAJOR TRANSPORT	\$30,786.06	
			VEHICLE MAJOR TRANSPORT	\$23,452.94	
185275	621-9003-572.50-05	WRIGHT AUTOMOTIVE	VEHICLE MAJOR TRANSPORT	\$19,853.00	\$19,853.00
Total Division:				\$303,798.00	
Total Department:				\$315,037.78	
TOTAL ALL FUNDS:				\$1,903,052.82	



Item: Report of the Committee-of-the-Whole Meeting of May 5, 2014 - Interview of Christopher Guerra

Department:

Report of the Committee-of-the-Whole Meeting of May 5, 2014

Interview of Christopher Guerra for Appointment to the Youth Commission

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:



Item: Report of the Committee-of-the-Whole Meeting of May 5, 2014 - Interview of Jonathan Kubow

Department:

Report of the Committee-of-the-Whole Meeting of May 5, 2014

Interview of Jonathan Kubow for Appointment to the Design Commission

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:



Item: CDBG - Funded Group Home / Transitional Housing Rehabilitation Loan Program

Department: Planning & Community Development

BACKGROUND

At the January 6, 2014 public hearing concerning the Village's proposed Community Development Block Grant (CDBG) budget for FY 2014-2015, staff was directed to discuss with the Housing Commission whether there should be a repayment requirement to the Group Home/Transitional Housing Rehab Program. Three agencies, Little City Foundation, CEDA Northwest, and Glenkirk, have applied for CDBG funds for the rehabilitation group homes and transitional housing units. These funding requests are to be considered for funding under the umbrella Group Home/Transitional Housing Rehabilitation Loan Program.

At its March 12, 2014 meeting, the Housing Commission discussed the possibility of recommending a repayment requirement for financial assistance provided to agencies through the Group Home/Transitional Housing Rehabilitation Program. This program has a budget of \$63,500 for FY 2014/2015.

The members of the Housing Commission discussed the staff recommendations outlined in the attached memorandum. Representatives from Little City Foundation, CEDA Northwest, and Glenkirk attended the Housing Commission meeting on March 12, 2014. The representatives of both Little City Foundation and CEDA Northwest indicated that a repayment element upon sale of the property would be acceptable, and that they would still be interested in receiving the funding with that type of condition. The representative from Glenkirk said that she would need to go back to the agency to discuss whether a repayment provision would affect whether they would continue to request the funds.

RECOMMENDATION

A motion was made by Commissioner Jordan, and seconded by Commissioner Hellner, to recommend to the Village Board that funding under the Group Home/Transitional Housing Program be provided as follows:

The following terms shall apply to all assistance provided under the Group Home/Transitional Housing Program. For assistance in the amount of \$25,000 or more, the HUD reversion of assets regulation shall apply for the required 5 year period after which the

following terms shall apply:

1. One-third of the funded amount for each project would be provided as a grant.
2. Two-thirds of the funded amount for each project would be provided as a 0% interest loan, with repayment deferred and due in full when the improved property is sold or ceases to be used primarily for a CDBG-eligible purpose.
3. Upon the occurrence of a condition that makes the loan due, the agency would have the option to request that the lien be transferred to another property in Arlington Heights that is being used for a CDBG-eligible purpose.

Motion approved with a vote of 4 in favor and 1 opposed.

Voting in favor: Commissioner Jordan, Commissioner Hellner, Commissioner White, and Commission Zyck.

Dissenting: Commissioner Nelson whose opinion was that 100% of the funds for the projects should be provided as a 0% interest, deferred loan rather than two thirds of the funded amounts.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
Memo to Housing Commission	Correspondence
Housing Commission Minutes	Minutes

Memorandum

To: Chairman and Members of the Housing Commission

From: Nora Boyer, Housing Planner

Re: Group Home/Transitional Housing Rehab Program – Reversion of Assets

Date: February 14, 2014

Meeting Date: February 17, 2014

Background

At the January 6, 2014 public hearing concerning the Village's proposed Community Development Block Grant (CDBG) budget for the 2014-2015 program year (May 1, 2014 – April 30, 2015), staff was directed to discuss with the Housing Commission whether there should be a repayment element to the Group Home/Transitional Housing Rehab Program should a participating agency owning the improved property sell that property. In the draft 2014/2015 CDBG budget, this program is allocated \$63,726.

The CDBG grant requests that have been received by the Village for the 2014-2015 program year that would fall under the Group Home/Transitional Housing Rehab program are:

- CEDA Northwest – Request of \$5,000 for roof repair at the Wright House transitional housing facility apartment building.
- Little City Foundation – Request of \$15,630 for the replacement of a furnace/air conditioning system and roof at a group home in Arlington Heights.
- Glenkirk – Request of \$25,000 to remodel the kitchen of a group home in Arlington Heights.

CDBG regulations already require that the "Reversion of assets" clause (attached) be included in all subrecipient CDBG grant agreements. This clause requires that when \$25,000 or more in CDBG funds are used to acquire or improve a property, the property must be used for a CDBG-eligible purpose for a period of 5 years (or a longer period as determined by the recipient) or the subrecipient must repay the equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property is to be repaid to the grantee (i.e. the Village).

In the past, HUD has indicated that the Village of Arlington Heights may impose program requirements that are more restrictive than required by the CDBG regulations but not that are less restrictive. For example, the clause may be amended by a grantee to apply to a lower CDBG grant amount and/or the time period during which the clause applied may be extended beyond 5 years.

Previous Multi-Family and Group Home/Transitional Housing Rehab Loans

In the early 1990s, a multi-family rehab loan was provided for improvements to a privately owner apartment building. The loan was secured by a lien on the property and was paid back at a 2% interest rate.

In 2000 and 2001, the Village provided two loans from its CDBG program for improvements to a private apartment building. Those loans were in the amounts of \$18,500 and \$50,000 and were forgiven after 10 years of continued compliance with the requirement that at least 51% of the units be rented to low/moderate income tenants are affordable monthly rents.

With respect to group homes and transitional housing owned by non-profit organizations, the Village has provided grants for the rehabilitation of these facilities. The only repayment provisions applied has been the HUD-required CDBG Reversion of assets provision. A table showing the grants made to non-profit organizations over the past 10 years is attached.

Lastly, under the Single-Family Rehab Program, low and moderate income homeowners receive 0% interest loans that are repaid when the owner ceases to be the full-time owner-occupant of the home (usually when the home is sold) or under some circumstances when the home is refinanced. This policy of requiring repayments of the loans has enabled the Village to issue more loans from the repaid funds.

Analysis

Staff contacted representatives of Little City Foundation, CEDA Northwest, and Glenkirk for their reactions to the possibility that funds could be provided as something other than grants.

- Little City Foundation responded that they have continued interest in the funds whether they are offered as grants, secured loans, etc.
- CEDA Northwest was also open to repayment element but commented that it would seem reasonable that “capital investments that extend the life of the asset (such as replacing the roof) could be treated as a loan, whereas a much smaller amount of dollars used to make shorter-term repairs might still be treated as a grant.”
- Glenkirk stated that they were looking for a grant not a loan when they applied for funding due to the financial demands of the other aspects of their programs. The representative of Glenkirk pointed out that the agency has owned the group home for which funds are being requested for 18 years, but in the event that the home was sold, Glenkirk is requesting a repayment provision of the grant to be within a reasonable time frame (10-15 years).

Options

With respect to funds made available under the 2014-2015 CDBG-funded Group Home/Transitional Housing Rehab Program, the following terms could be established:

1. Provide rehabilitation funds as grants with no reversion of asset or repayment clause except for the clause required for grants in the amount of \$25,000 or more.
2. Provide rehabilitation funds but apply the following reversion of assets requirements:
 - a. The reversion of assets clause could be applied to loans that are or below \$10,000 (rather than \$25,000) for a period of 5 years with no repayment after 5 years.

- b. The reversion of assets clause could be applied to loans of more than \$10,000 or more (rather than \$25,000) for a period of 10 years (rather than 5 years) with no repayment after 10 years.
- 3. Provide rehabilitation funds as 0% interest loans, secured via a lien on the property, with the loans only repaid upon the sale of the property.
- 4. Provide rehabilitation funds with 1/3 provided as a grant and 2/3 provided as a loan at 0% interest to be repaid over a specified term period to be determined.

Staff Recommendation: Staff has provided the above options for discussion and feedback by the Housing Commission. Staff is leaning toward option 3 or 4, and will make a recommendation at a future date after further considering the options.

HUD CDBG Reversion of Asset Clause:

b. 7. Reversion of assets. The agreement shall specify that upon its expiration the subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 is either:

(i) Used to meet one of the national objectives in § [570.208](#) (formerly § [570.901](#)) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

(ii) Not used in accordance with paragraph (b)(7)(i) of this section, in which event the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)

APPROVED

**MINUTES OF A MEETING OF
THE ARLINGTON HEIGHTS HOUSING COMMISSION
HELD AT ARLINGTON HEIGHTS VILLAGE HALL
VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS
MARCH 12, 2014**

IN ATTENDANCE:

Commissioners

Present:	Siobhan White	Namrita Nelson	Greg Zyck
	Anisa Jordan	Mark Hellner	

Commissioners

Absent:	None
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Staff Present:	Nora Boyer, Housing Planner/Staff Liaison
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Guests:	Alex Hageli, Arlington Heights Resident
	Kori Larson, Glenkirk
	Linda Berkowitz, Glenkirk
	Beverly Saiz, Little City Foundation
	Ron Jordan, CEDA Northwest

I. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES – JANUARY 7, 2014

A motion was made by Commissioner Nelson, seconded by Commissioner Jordan, to approve the minutes of the January 7, 2014 monthly meeting. The motion was approved unanimously.

IV. PLAN COMMISSION PROJECT UPDATE

No report.

V. HOUSING PROGRAM UPDATES

A. 2014/2015 Annual Action Plan/CDBG Budget Update

The 2014/2015 Annual Action Plan, including the CDBG budget, was approved by the Village Board on March 3, 2014. The Housing Commission requested \$75,000 for a Group Home/Transitional Housing Rehabilitation Program. The program received a draft allocation of \$63,726. This allocation may be adjusted when the Village's final CDBG allocation amount is known.

During the discussion at the Village Board meeting concerning the Group Home/Transitional Housing Rehabilitation Program, one of the Trustees asked about the inclusion of a repayment provision to ensure that the public receives sufficient benefit from the investment of funds into the group homes or transitional housing units. The concern was that the housing could be sold soon after the investments are made. A repayment provision, similar to the repayment provision of the Single Family Rehab Program, could also return the funds to the Village for investment in future projects. The members of the Housing Commission received a memorandum from the Planning Department that explained HUD's asset reversion clause (which requires repayment if the funds invested are \$25,000 or more) and several options for more restrictive requirements for the Housing Commission to consider.

Three non-profit organizations (Little City Foundation, Glenkirk and CEDA Northwest) submitted separate applications for CDBG funds for improvements to housing units they own in the Village. These applications were not independently funded. Rather, they are to be considered for funding under the Group Home/Transitional Housing Rehabilitation Program. The responses of the agencies to the possibility of a repayment provision were included in the Planning Department's memo and the agencies had representatives in attendance at the meeting.

The representatives of both Little City Foundation and CEDA Northwest indicated that a repayment element upon sale of the property would be acceptable, and that they would still be interested in receiving the funding with that type of condition. The representative from Glenkirk said that she would need to go back to the agency to discuss whether a repayment provision would affect whether they would continue to request the funds.

After some discussion, the following motion was made:

- **One-third of the funded amount for each project would be provided as a grant.**
- **Two-thirds of the funded amount for each project would be provided as a 0% interest loan, with repayment deferred and due in full when the improved property is sold or ceases to be used primarily for a CDBG-eligible purpose.**
- **Upon the occurrence of a condition that makes the loan due, the agency would have the option to request that the lien be transferred to another property in Arlington Heights that is being used for a CDBG-eligible purpose.**

For assistance in the amount of \$25,000 or more, the HUD reversion of assets regulation shall apply for the required 5 year period after which the terms above shall apply.

Motion approved with a vote of 4 in favor and 1 opposed.

Voting in favor: Commissioner Jordan, Commissioner Hellner, Commissioner White, and Commission Zyck.

Dissenting: Commissioner Nelson whose opinion was that 100% of the funds for the projects should be provided as a 0% interest, deferred loan rather than two thirds of the funded amounts.

B. Single Family Rehab Program

Ms. Boyer reported that a new application was received in late February. The home is occupied by the owner and her adult cousin. Ms. Boyer explained that the incomes of all adults living in the house must be totaled and compared to the maximum household income for the household size under the HUD income eligibility guidelines. Ms. Boyer has requested the income information for the cousin, but has not heard back yet.

It is unlikely that any additional projects will be completed before the end of the fiscal year on April 30th. Unspent funds are retained in the CDBG program and reallocated in the next budget cycle. Since the budget has already been approved for 2014-2015, the unspent funds will be re-budgeted in 2015-2016 unless the 2014-2015 budget is amended.

It was suggested that Ms. Boyer revisit application 13-05 which was denied due to insufficient equity.

C. Northwest Suburban Housing Collaborative

Ms. Boyer reported that in the NWSHC is pursuing the Handyman Program with the North West Housing Partnership as the possible administrator for the Collaborative area. Commissioner White suggested that staff consult with the Senior Citizens Commission with respect to this project and the senior services directory. The home modification program and senior "Village" concept may be appropriate for discussion by the Housing Commission in the future.

VI. GROUP HOME/TRANSITIONAL HOUSING REHAB GUIDELINES

Discussed above under agenda item V.A.

VII. COOK COUNTY HOME CONSORTIUM

Ms. Boyer stated that staff is discussing the merits of joining the Cook County HOME Consortium. Joining was considered a year ago, but there were concerns about whether the Village would more likely to be successful in obtaining HOME funds for projects through the Cook County Consortium or through the State. As a non-member of the Cook County Consortium, the Village is eligible to apply for HOME funding through the State (the Illinois Housing Development Authority (IHDA)), and the Village was successful in securing HOME funds from IHDA for a first time homebuyer program in the past. The requirement that the Village would be required to change its fiscal year for its CDBG program from the Village's general funds fiscal year (May 1 – April 30) to the federal fiscal year (October 1 – September 30) is also a consideration. It was noted that Cook County is following through on its promise to plan for community development needs in the County on a regional basis and held one of its recent Planning for Progress workshops in Arlington Heights Village Hall.

VIII. INCLUSIONARY ZONING GUIDELINES

A. Multi-Family Affordable Housing Toolkit for For-Sale Housing

The members reviewed the guidelines in the *Multi-Family Affordable Housing Toolkit for For-Sale Housing* and the *Affordable Rental Housing Guidelines* and staff recommendations for changes.

A motion was made by Commissioner White, seconded by Commissioner Zyck, to recommend the following modifications to the *Multi-Family Affordable Housing Toolkit for For-Sale Housing*:

- Include a statement in the guidelines that the construction of units under the guidelines is preferable to the payment of the fee-in-lieu of constructing the units.
- Modify the guidelines in the *Multi-Family Affordable Housing Toolkit* to decrease the threshold number of units to which the guidelines apply but also reduce the percentages of affordable units at each level resulting in the following guidelines:

<u>Number of Units in the Project</u>	<u>Percentage of Units to be Affordable</u>
5 or fewer	0%
6 – 25	10%
26 or more	15%

- Partial units shall be rounded to the nearest whole number.
- Change the fee-in-lieu amount in the *Multi-Family Affordable Housing Toolkit* from \$100,000 to \$75,000

The motion was approved unanimously.

The matter of whether the guidelines should be codified and made mandatory will be discussed at a later date.

B. Affordable Rental Program Guidelines

The members reviewed the guidelines under the *Affordable Rental Program Guidelines* and the staff recommendations for charges.

A motion was made by Commissioner Zyck, seconded by Commissioner Nelson, to recommend the following modifications to the *Affordable Rental Program Guidelines*:

- Include a statement in the guidelines that the construction of units under the guidelines is preferable to the payment of the fee-in-lieu of constructing the units.
- Modify the *Affordable Rental Program Guidelines* to increase the minimum threshold level under which the guidelines apply and reducing the percentages of affordable units at each level resulting in the following guidelines:

<u>Number of Units in the Project</u>	<u>Percentage of Units to be Affordable</u>
5 or fewer	0%
6 – 25	10%
26 or more	15%

- Partial units shall be rounded to the nearest whole number.
- Change the income eligibility standards under the guidelines from 50% to 60% of the

Chicago Area Median Income, adjusted for household size.

- Change the definition of affordable rents under the guidelines from the Low HOME Rent Limits to the Illinois Housing Development Authority (IHDA) Affordable Rent Levels for households at 60% of Chicago Area Median Income, adjusted for households size.
- Add a fee-in-lieu amount to the *Affordable Rental Program Guidelines* and set the amount at \$75,000 per unit.

The motion was approved unanimously.

The matter of whether the guidelines should be codified and made mandatory will be discussed at a later date.

XI. ADJOURNMENT

A motion was made by Commissioner Hellner, seconded by Commissioner Jordan, to adjourn the meeting at 9:00 PM. The motion was approved unanimously.

NEXT MEETING:

**WEDNESDAY, APRIL 2, 2014 7:00 P.M.
IN THE BUECHNER CONFERENCE ROOM
FIRST FLOOR OF VILLAGE HALL**



Item: Recruitment Firm - Village Manager

Department: Finance

With the assistance of Mary Rath, Director of Human Resources, Mayor Hayes obtained proposals from two high quality executive recruitment firms: GovHR USA (formerly Voorhees Associates) out of Northbrook, IL and Slavin Management Consultants out of Norcross, GA. Both of the proposals are very similar in terms of process and timeline, and are consistent with industry standards. Each of the proposals provides for the active involvement and input of all members of the Village Board throughout the search process. GovHR USA's fee for the new Village Manager search service is \$17,000 and Slavin Management Consultant's fee amounts to \$23,500.

Based on location, familiarity with regional operations and personnel, and the ability to meet/consult with Arlington Heights on short notice, Mayor Hayes recommends that the Village Board approve GovHR USA's proposal to assist the Village with its search for a new Village Manager.

RECOMMENDATION

It is recommended that the Village Board approve hiring GovHR USA to assist the Village with the search for a new Village Manager at a cost of \$17,000 and authorize execution of all necessary documents. It is recommended further that \$22,000 be transferred from the General Fund "Contingency" account to the Board of Trustees "Other Services" account to cover the cost of the search firm, any required travel costs for final candidates, and other miscellaneous costs.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:



Item: Cured in Place Lining

Department: Public Works

BACKGROUND

The Public Works Department would like to participate in the Municipal Partnering Initiative (MPI) Program for Sewer Lining. The MPI is a working group of sixteen north shore and northwest suburban municipalities which have been working together on group bids since the fall of 2010. Combining multiple municipal bids allows for lower pricing through greater quantities. The Village of Arlington Heights led a group of municipalities this year on a bid for "Cured in Place" (CIPP) Sewer Lining. Bids were duly advertised and publicly opened by the Village on behalf of the Municipal Partnering Initiative on April 22, 2014.

CIPP lining is a non-destructive method of rehabilitating older sewers. This process "sleeves" the inside of older clay sewers with a new epoxy fiberglass resin. This method of rehabilitation is normally applied to sewers with cracking or a history of cave-ins at locations where open excavation is either too expensive, inaccessible or both. In this case we have several rear yard sanitary sewers that have visible cracks and are inaccessible. This work also includes reinstating the service connections to each home. The Village has been rehabilitating sanitary sewers through CIPP lining for four years. This program is part of a multi-year program to rehabilitate our aging sewer system.

This MPI bid was jointly collected for the Villages of Buffalo Grove, Wheeling, Lincolnshire and Arlington Heights. The total bid price for all municipalities is listed below for the 2014 MPI contract.

Tabulation of Bids:

BIDDER	TOTAL
Insituform Technologies, 17988 Edison Avenue, Chesterfield, Mo. 63005	\$995,032.25
Sak Construction, 864 Hoff Road, O'Fallon, Mo. 63366	\$1,091,613.25
Visu-Sewer, 9014 S. Thomas Avenue, Bridgeview, Il. 60455	\$1,150,897.25
Michels Corporation, 817 W. Main Street, Brownsville, Wi. 53006	\$1,279,122.99

RECOMMENDATION

It is recommended that the Village Board accept the competitive bid received by the Municipal Partnering Initiative from the low responsible bidder, Insituform Technologies of Chesterfield, Missouri and approve the contract issued by the Municipal Partnering Initiative to Insituform Technologies for the 2014 CIP Sewer Lining Program for the not-to-exceed amount of \$300,000.00 from 505-9001-571.50-25 and for \$14,000 from 426-5001-571.50-25, and further authorize execution of a contract regarding this engagement. The bidder has been determined to be responsible and the bid meets specifications.



Bid Section

Item:	Cured in Place Lining
Bid Opening Date:	April 22, 2014
Account Numbers:	505-9001-571.50-25 (SW-90-01) Water & Sewer 426-5001-571.50-25 (SW-11-02) Flood V
Total Budget for Specific Item:	\$ 300,000.00 - Water & Sewer \$ 300,000.00 - Flood V
Amount of Bidder Recommended:	\$314,000.00



Item: Hot Mix Asphalt Restoration

Department: Public Works

BACKGROUND

Annually the Public Works Department awards a contract for contractual landscape and pavement restoration of utility excavations and contractual street and sidewalk maintenance of needed roadway repairs. The contract is included in the FY15 approved budget and bids were duly advertised and publicly opened April 23, 2014.

This work is being contracted out in order to expedite the road and driveway restoration for residents that have been inconvenienced as long ago as last November. Contracting for this work also frees up our crews to concentrate on other pavement maintenance work such as pothole and pavement patching.

The lump sum price is based on asphalt patching at sixty-five known locations which resulted from utility excavations that have occurred since November 2013. The lowest bid was submitted by Chicagoland Paving of Lake Zurich, IL.

The bid also establishes unit prices for this type of work which will accrue over the late spring and into the fall. The following bids were received:

Total

Chicagoland Paving	\$ 99,000.00
Schroeder Asphalt	\$105,130.00
Johnson Paving	\$200,000.00
M & J Asphalt	\$358,000.00

Chicagoland has successfully completed similar work for the Village of Palatine, Wilmette and Evanston, as verified by reference calls to these agencies.

RECOMMENDATION

It is therefore recommended that the Village Board award a contract for Asphalt Restoration Services to the lowest responsible lump sum bidder, Chicagoland Paving of Lake Zurich IL and the firm unit prices for future work within the FY15 budget year for a not to exceed a total amount of \$225,000.00 (505-7201-561.21-30) Water & Sewer and \$100,000.00 (101-7101-531.21-15) Streets. The bidder has been determined to be responsible and the bid meets specifications.

Bid Section

Item: Hot Mix Asphalt Restoration

Bid Opening Date: April 23, 2014

Account Numbers: 505-7201-561.21-30 (Water & Sewer) 101-7101-531.21-15 (Streets)

Total Budget for Specific Item: \$ 300,000.00 Water & Sewer \$ 556,400.00 Streets

Amount of Bidder Recommended: \$325,000.00



Item: Ordinance - Special Use Permit Amendment - St. Viator High School

Department: Planning/Legal

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description

[Special Use Permit Amendment - St. Viator](#)

Type

Ordinance

AN ORDINANCE AMENDING SPECIAL USE PERMIT
ORDINANCE NUMBERS 95-087, 00-011, 03-042 AND 11-058
AND GRANTING VARIATIONS FROM CHAPTER 28 OF THE
ARLINGTON HEIGHTS MUNICIPAL CODE

WHEREAS, the President and Board of Trustees of the Village of Arlington Heights have heretofore, by Ordinance Numbers 95-087, 00-011, 03-042 and 11-058, granted a special use permit and amendments thereto, for a school at the property located at 1213 E. Oakton Street, Arlington Heights, Illinois; and

WHEREAS, the Plan Commission of the Village of Arlington Heights in Petition Number 14-002, pursuant to notice, has on April 9, 2014, conducted a public hearing for an amendment to the special use permit, to allow the demolition of the existing cafeteria and the construction of a new cafeteria and a buildings and grounds garage, along with variations from Chapter 28 of the Arlington Heights Municipal Code; and

WHEREAS, the President and Board of Trustees of the Village of Arlington Heights, having considered the report and recommendation of the Plan Commission hereby find that the proposed changes to the school will be compatible with other uses in the vicinity of the site; and

WHEREAS, the President and Board of Trustees have determined that the amendment of said special use, subject to certain conditions, is 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 amendment to the special use permit heretofore granted and amended in Ordinance Numbers 95-087, 00-011, 03-042 and 11-058, is hereby amended to allow the demolition of the existing cafeteria and the construction of a new cafeteria and a buildings and grounds garage, for the property legally described as:

That part of the East ½ of the Northeast ¼ of Section 29, Township 42 North, Range 11 East of the Third Principal Meridian, described as follows: commencing at the point of intersection of the East line of said Northeast ¼ with the South line of Oakton Street as dedicated per Document No. 1928148 (Torrens) registered on

June 23, 1968 (Being a line 50.00 feet South of and parallel with the North line of said Northeast $\frac{1}{4}$); thence North 89 degrees 49 minutes 05 seconds West of 655.00 feet along said South line of Oakton Street to the point of beginning of the following described parcel of land; thence South 0 degrees 00 minutes 00 seconds West 1289.32 feet along a line drawn parallel with the East line of said Northeast $\frac{1}{4}$., thence North 89 degrees 49 minutes 05 seconds West, 44.00 feet along a line drawn parallel with the North line of said Northeast $\frac{1}{4}$, thence South 0 degrees. 00 minutes, 00 seconds West 300.00 feet along a line drawn parallel with the East line of said Northeast $\frac{1}{4}$, thence South 89 degrees 49 minutes 05 seconds East 363.00 feet along a line drawn parallel with the North line of said Northeast $\frac{1}{4}$ to a point on a line drawn 336.00 feet West of and parallel with the East line of the Northeast $\frac{1}{4}$ of said Section 29, thence South 0 degrees 00 minutes 00 seconds West 965.06 feet along said parallel line to the North line of Euclid Avenue as dedicated per the aforesaid Document No. 1928148 (being a line drawn 40.00 feet North of and parallel to with the South line of said Northeast $\frac{1}{4}$), thence North 89 degrees 51 minutes 03 seconds West 804.97 feet along said North line of Euclid Avenue to the East line of the West 175.00 feet of the East $\frac{1}{2}$ of said Northeast $\frac{1}{4}$; thence North 0 degrees 06 minutes 28 seconds West 1107.00 feet along said East line to the North line of the South 1147.00 feet of the East $\frac{1}{2}$ of said Northeast $\frac{1}{4}$, thence North 89 degrees 51 minutes 03 seconds West 135.00 feet along the last described North line to the East line of Dryden Avenue as dedicated per the aforesaid Document No. 1928148 (being a line drawn 40.00 feet East of and parallel with the West line of the East $\frac{1}{2}$ of said Northeast $\frac{1}{4}$), thence North 0 degrees 06 minutes 28 seconds West 1447.94 feet along said East line of Dryden Avenue to the aforesaid South line of Oakton Street; thence South 89 degrees 49 minutes 05 seconds East 625.78 feet along said South line to the hereinabove described point of beginning, all in Cook County, Illinois.

P.I.N. 03-29-210-006-0000

and commonly described as 1213 E. Oakton Street, Arlington Heights, Illinois, in substantial conformance with the following plans:

The following plans have been prepared by Cashman Stahler Group, Inc.:

Proposed Site Plan North, dated February 7, 2014, consisting of sheet DD102;

Proposed Site Plan South, dated February 7, 2014 with revisions through March 12, 2014, consisting of sheet DD104;

Exterior Elevations, dated February 7, 2014, consisting of sheets DD200, DD201 and DD202;

Renderings, dated April 21, 2014, consisting of sheet DD000;

First Floor Plan, dated February 7, 2014, consisting of sheet DD121;

Landscape Plans, prepared by Signature Design Group, dated December 30, 2013, consisting of sheet L100;

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

SECTION TWO: That certain variations from Chapter 28, Zoning Regulations, of the Arlington Heights Municipal Code, are hereby granted:

1. A variation from Section 5.3-2, Floor Area Ratio, Building Coverage, Height, to allow an increase to the maximum allowable building height in an R-3 District from 25 feet to 27.8 feet for the proposed addition.

2. A variation from Section 6.5, Accessory Structures, to allow a 22.3 foot tall, 3,175 square foot accessory structure that exceeds the maximum height and area permitted.

3. A variation from Section 6.12, Traffic Engineering Approval, waiving the requirement to submit a traffic and parking study by a certified traffic engineer.

4. A variation from Section 5.1-3.6, Required Minimum Yards, and Section 5.4, Table of Required Minimum Yards, to allow a reduction to the required east side yard from 62.6 feet to 46.2 feet.

SECTION THREE: That the amendment to the special use permit and the variations from the Arlington Heights Municipal Code granted by this Ordinance are hereby subject to the following conditions:

1. The temporary parking lot shall be removed once construction has been completed.

2. The Petitioner shall comply with the Design Commission motion dated January 14, 2014.

3. The Petitioner shall comply with all Federal, State and Village codes, regulations and policies, to which the Petitioner has agreed.

SECTION FOUR: That the Director of Building of the Village of Arlington Heights be and is hereby directed to issue permits, upon proper application and after compliance with all applicable ordinances of the Village of Arlington Heights.

SECTION FIVE: That the remaining provisions in Ordinance Numbers 95-087, 00-011, 03-042 and 11-058, shall remain in full force and effect.

SECTION SIX: 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, Illinois.

AYES:

NAYS:

PASSED AND APPROVED this 5th day of May, 2014.

Village President

ATTEST:

Village Clerk

LEGLB.SPECUSE:St. Viator Amendment 2014



Item: Ordinance - Special Use Permit - Starbucks 1808 S. Arl Hts Rd.

Department: Planning/Legal

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description

[Special Use Permit - Starbucks 1808 S. AH Rd.](#)

Type

Ordinance

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A RESTAURANT WITH A DRIVE-THROUGH**

WHEREAS, the Plan Commission of the Village of Arlington Heights, in Petition Number 14-007, pursuant to notice, has on April 9, 2014, conducted a public hearing on a request for a special use permit for a sit-down/carry-out restaurant with a drive-through and outside seating located at 1808 S. Arlington Heights Road, Arlington Heights, Illinois, which property is located in a B-2 General Business District; and

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

WHEREAS, the President and Board of Trustees hereby find that the proposed establishment of a restaurant with a drive-through in that location will be desirable for the public convenience and that such facility will be compatible with other uses in the vicinity of the site,

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

SECTION ONE: That a special use permit for a sit-down/carry-out restaurant with a drive-through and outside seating in a B-2 General Business District, is hereby granted for the property legally described as:

Parcel I

Lot 1 in the Heights Plaza Subdivision of part of Lot 5 in the subdivision of Joseph A. Barnes' Farm Section 9, Township 41 North, Range 11, East of the Third Principal Meridian, according to the plat of said subdivision registered as Document Number 3232242, excepting therefrom the following described parcel, which is the subject of a condemnation proceeding filed by the Department of Transportation of the State of Illinois in Case Number 93 L 51198, to wit: Beginning at the Southeast corner of said Lot 1; thence on an assumed bearing of South 89 degrees 44 minutes 21 seconds West, along the South line of said Lot 1, 26.82 feet; thence North 05 degrees 42 minutes 03 seconds East, 110.44 feet;

thence South 77 degrees 21 minutes 58 seconds East, 22.69 feet; at a point on the East line of said Lot 1; thence South 03 degrees 25 minutes 59 seconds West along said East line, 105.00 feet to the point of beginning in Cook County, Illinois.

Parcel II

A perpetual, non-exclusive right and easement in and upon a portion of Lot 3 in the Heights Plaza Subdivision of part of Lot 5 in the subdivision of the Joseph A. Barnes' Farm in Section 9, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, for the purposes of ingress and egress with motor vehicles or on foot to and from public streets and parcel I and parking (non-exclusive) as contained in "Agreement as to Easements and Restrictions" dated August 19, 1981 by and between Heights Plaza Properties, Inc., a Delaware Corporation and Northwest Trust and Savings Bank as recorded on August 31, 1981, as Document Number 3232249, as amended by "First Amendment to Agreement as to Easements and Restrictions " dated as of February 1, 2000, by and between Bank One, Illinois National Association and Jetco Properties, a Delaware Corporation, as recorded on April 27, 2000, as Document Number 00295786.

PIN 08-09-400-061-0000

commonly described as 1808 S. Arlington Heights Road, Arlington Heights, Illinois.

SECTION TWO: That the restaurant shall be constructed in compliance with all Village codes and in substantial conformance with the following plans:

Preliminary Site Plan, prepared by Gewalt Hamilton Associates, Inc., dated February 20, 2014 with revisions through April 2, 2014, consisting of sheet SP-1;
Rendered Exterior Elevations, dated March 13, 2013, consisting of two sheets;
Landscape Plan, prepared by 3D Design Studio, dated February 20, 2014 with revisions through April 3, 2014, consisting of one sheet;
Proposed Floor Plan, prepared by Norr Architects-Planners, consisting of sheet A-0002,

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

SECTION THREE: That the special use permit granted by this Ordinance is subject to the following conditions, to which the Petitioner has agreed:

1. The total interior seating area for the restaurant shall be limited to 850 square feet and 70 seats: 53 seats shall be for interior seating and 17 seats shall be for outdoor seating.
2. The Petitioner shall comply with the Design Commission motion dated March 11, 2014.

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

SECTION FOUR: That the Director of Building of the Village of Arlington Heights be and 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 FIVE: 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, Illinois.

AYES:

NAYS:

PASSED AND APPROVED this 5th day of May, 2014.

ATTEST:

Village President

Village Clerk



Item: Ordinance - Chapter 13 - Class "B" liquor license

Department: Legal

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
<u>Ordinance - Chapter 13 - Increase Class "B" liquor license</u>	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 to increase the number of Class "B" liquor licenses authorized, with the amended entry for Class "B" liquor licenses to read as follows:

CLASS OF LICENSE	ANNUAL LICENSE FEE	NUMBER OF LICENSES AUTHORIZED
B	\$3,700.00	33

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 5th day of May, 2014.

Village President

ATTEST:

Village Clerk



Item: Resolution - Memorandum of Understanding - Long Grove Fire Protection District

Department: Fire/Legal

BACKGROUND

The Arlington Heights Fire Department has a long-standing agreement with the Long Grove Fire Protection District to provide mutual-aid fire and ambulance services when needed. Both jurisdictions charge user fees for ambulance services. The proposed Memorandum of Understanding would allow the Village of Arlington Heights to collect ambulance fees, at the Long Grove Fire Protection District rates, when an Arlington Heights ambulance responds into the Long Grove Fire Protection District. It also allows the Long Grove Fire Protection District to collect ambulance fees, at the Arlington Heights rates, when a Long Grove Fire Protection District ambulance responds into Arlington Heights.

The Village of Arlington Heights currently has similar ambulance billing Memorandums of Understanding with Buffalo Grove, Rolling Meadows, Palatine, Palatine Rural Fire Protection District and the Prospect Heights Fire Protection District.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Understanding Between the Village of Arlington Heights and the Long Grove Fire Protection District - Charging a User Fee for Ambulance Services.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description

[Memorandum of Understanding - Long Grove Fire Protection District](#)

[Memorandum of Understanding - Long Grove Fire Protection District](#)

Type

Resolution

Agreement

**A RESOLUTION APPROVING A
MEMORANDUM OF UNDERSTANDING WITH
THE LONG GROVE FIRE PROTECTION DISTRICT**

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

SECTION ONE: A certain Memorandum of Understanding by and between the Long Grove Fire Protection District and the Village of Arlington Heights, concerning appropriate user fees for ambulance services when mutual-aid is needed, be and the same is hereby approved.

SECTION TWO: The Village President is hereby authorized and directed to execute said Memorandum of Understanding on behalf of the Village of Arlington Heights.

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 5th day of May, 2014.

Village President

ATTEST:

Village Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE VILLAGE OF ARLINGTON HEIGHTS AND
THE LONG GROVE FIRE PROTECTION DISTRICT**

Charging a User Fee for Ambulance Services

The object of this Agreement is to allow each agency to bill for services in each other's service area and provide a consistent fee structure for residents and non-residents of either jurisdictional area regardless of who provides the service. In essence, the residents and non-residents of Arlington Heights and Long Grove Fire Protection District will pay the appropriate user fee as specified in the Ordinance adopted by their own governing body. All billing will be based upon jurisdiction only.

In accordance with this Agreement, the Village of Arlington Heights will:

1. Provide ambulance service per an automatic response agreement to the Long Grove Fire Protection District.
2. Provide ambulance service per mutual aid requests in other areas of the Long Grove Fire Protection District.
3. Through the use of a third party billing service, an ambulance user fee will be charged for ambulance transports at the rate specified in the Long Grove Fire Protection District Ordinance Number 2009-01 as now or hereafter amended.

In accordance with this Agreement, the Long Grove Fire Protection District will:

1. Provide ambulance service per an automatic response agreement to the Village of Arlington Heights.
2. Provide ambulance service per mutual aid requests in other areas of Arlington Heights.
3. Through the use of a third party billing service, an ambulance user fee will be charged for ambulance transports at the rate specified in Section 7-1105 of the Arlington Heights Municipal Code, as now or hereafter amended.

It is recommended that this Agreement be reviewed annually by the Fire Chiefs to ensure the fair and equitable treatment of the individuals being served.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2014,

VILLAGE OF ARLINGTON HEIGHTS

LONG GROVE FIRE PROTECTION DISTRICT

By _____

By _____

Name (Print)_____

Name (Print)_____

Title _____

Title _____



Item: Boards & Commissions Reappointments

Department:

Board/Commission	Member Reappointment	Term Ending
Plan Commission	Joseph Lorenzini	4/30/17
Board of Health	Jerome Meservey	4/30/17
Board of Health	Yota Kleinman	4/30/17
Brd. of Local Improvements	Gregory Franck	4/30/19
Brd. of Local Improvements	John Kazanow	4/30/19
Brd. of Local Improvements	Nicholas Cortesi	4/30/19
Fire & Police Commission	D. Court Harris	4/30/17
Electrical Commission	Henry Sievert	4/30/17
Design Commission	Anthony Fasolo	4/30/17
Building Code Review Brd.	John Carrato	4/30/17
Building Code Review Brd.	Carl Baldassarra	4/30/17
Environmental Commission	Jodi Shapiro	4/30/17
Environmental Commission	Michael Wilder	4/30/17
Housing Commission	Mark Hellner	4/30/17
Arlington Economic Alliance	Scott Whisler	4/30/17
Senior Citizens Commission	Patricia Bielat	4/30/17
Senior Citizens Commission	Frederick Feldman	4/30/17
Senior Citizens Commission	Sharon Adams	4/30/17
Citizens with Disabilities	Roxanne Calibraro	4/30/17
Citizens with Disabilities	James C.O. Ludwig	4/30/17
Citizens with Disabilities	Corey Axelrod	4/30/17
Bicycle & Pedestrian Com.	James Daley	4/30/17
Bicycle & Pedestrian Com.	Mitchell Polonsky	4/30/17
Bicycle & Pedestrian Com.	Michael Walczak	4/30/17
Special Events Commission	Chris Fahnoe	4/30/18
Special Events Commission	Kevin Seifert	4/30/18
Special Events Commission	Steve Fromm	4/30/18
Youth Commission	Kim Dyer	4/30/17
Youth Commission	Rebecca Fahy	4/30/15
Youth Commission	Samantha Doro	4/30/15
Youth Commission	Adam Johnson	4/30/15
Arts Commission	Toni Higgins-Thrash	4/30/17

Board/Commission	Chair Reappointment	Term Ending
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Youth Commission	Kim Dyer	4/30/15
Special Events Commission	Steve Fromm	4/30/15
Fire & Police Commission	Lee Hettinger	4/30/15
Electrical Commission	Joseph Bove	4/30/15
Building Code Review Brd.	Carl Baldassarra	4/30/15
Environmental Commission	Michael Wilder	4/30/15

Board/Commission	New Chair Appointment	Term Ending
Plan Commission	Joseph Lorenzini	4/30/15
Board of Health	Jerome Meservey	4/30/15
Brd. of Local Improvements	John Kazanow	4/30/15
Housing Commission	Mark Hellner	4/30/15
Citizens w/Disabilities Com.	Seth Goldberg	4/30/15
Bicycle & Pedestrian Com.	Peter Szabo	4/30/15
Arts Commission	Mary Seitz-Pagano	4/30/15
Design Commission	Ted Eckhardt	4/30/15
Zoning Board of Appeals	Tony Petrillo	4/30/15

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:



Item: Kiddie Academy - 880 W. Dundee Rd. - PC14-003

Department: Planning & Community Development

BACKGROUND

A Special Use to allow a day care center at the Ridge Plaza Shopping Center.

A variation from Chapter 28, Section 6.12-1 to waive the requirement for a full traffic and parking analysis.

RECOMMENDATION

Commissioner Green moved and Commissioner Drost seconded:

A motion to recommend to the Village Board of Trustees approval of PC #14-003, a Special Use to allow a daycare center at the Ridge Plaza Shopping Center, a variation from Chapter 28, Section 6.12-1, to waive the requirement for a full traffic and parking analysis, and a variation to allow a 6-foot fence around the play area.

This approval is contingent upon compliance with the recommendation of the Plan Commission and the following recommendations detailed in the Staff Development report dated April 2, 2014:

1. The parking lot shall be restored to its original condition in the event that the daycare no longer occupies the tenant space.
2. Crosswalk signage shall be required in the front and rear at the existing crosswalks.
3. The fence connecting the front with the rear shall be five feet and shall be a decorative wrought iron or similar style.
4. The Petitioner shall comply with all federal, state, and Village codes, regulations and policies.

Roll Call Vote: Commissioner Green, Drost, Ennes, Dawson, Jensen, Lorenzini, and Chairman Wolfe voted in favor. Motion carried.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
Plan Commission Staff Report	Report
Aerial	Exhibits
PC Minutes	Minutes
Justification and Market Assessment	Correspondence
Landscape Plan	Exhibits
Floor Plan	Exhibits
Exterior Play Area	Exhibits
Traffic & Parking Evaluation	Correspondence
PC Timeline Tracker	Correspondence

STAFF DEVELOPMENT COMMITTEE REPORT

To: Plan Commission
 Prepared By: Bill Enright, Deputy Director Planning & Community Development
 Meeting Date: April 9, 2014
 Date Prepared: April 2, 2014

Project Title: Kiddie Academy
 Address: Ridge Plaza

BACKGROUND INFORMATION

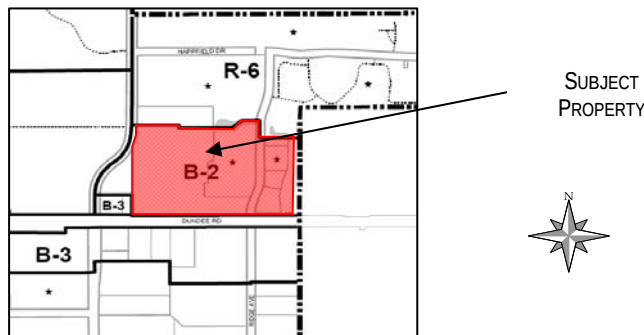
Petitioner: Bob Pionke, Senior Leasing Representative
 Address: Brixmor Property Group
 40 Skokie Boulevard, Suite 600
 Northbrook, IL 60062

Existing Zoning: B-2, General Business District

- *A Special Use to allow a day care center at the Ridge Plaza Shopping Center*

Variations Required:

- *Chapter 28, Section 6.12-1 to waive the requirement for a full traffic and parking analysis.*



ANALYSIS

Surrounding Land Uses:

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	R-6, Multiple-Family Dwelling	Existing multi-family residences	Moderate Density Multi-Family
South	B-3, General Service, Wholesale and Motor Vehicle District	Commercial	Commercial
East	Village of Buffalo Grove		
West	B-2, General Business & B-3, General Service, Wholesale and Motor Vehicle District	Commercial	Commercial and R&D, Mfg., Warehouse

Summary:

The existing Ridge Plaza Shopping Center is approximately 250,000 square feet situated on 25 acres. The shopping center is approximately 90% occupied. The major tenants are Kohl's (94,667 SF) and X-Sport Fitness (42,410 SF). In addition, there are four freestanding outlot buildings that have a combined area of 54,388 square feet and are occupied by Medspring Intermediate Care, Portillo's Restaurant, First Midwest Bank, and Savers. The proposed action, if approved, would allow Kiddie Academy to open a children's day care center in an existing 9,400 square foot tenant space, located just east of X-Sport Fitness.

This facility would have nine classrooms that would accommodate a maximum of 141 children between the ages of 6 weeks to 12 years. The remaining floor area would be divided into an administrative office, washrooms, and a kitchen.

The hours of operation are Monday through Friday between 6:30 AM and 6:30 PM, and a maximum of 20 employees will be on site during the largest work shift. Furthermore, an outdoor playground area is proposed within the parking lot along the north façade (rear) of the shopping center building. This area would be approximately 4,250 square feet and enclosed by a fence.

Plat and Subdivision Committee

The Plat and Subdivision Committee met on September 25, 2013 and was generally supportive of the project, however there were safety concerns expressed with regard to the proposed pick up and drop off in the front of the space.

Zoning and Comprehensive Plan

The subject site is zoned B-2, General Business District, therefore a day care center is listed as a Special Use within the underlying zoning district. It should be noted that by definition, a day care center is for children under the age of six years, therefore for those children who have attained the age of six years or older, a special use is not required. In this case, only 20 of 141 children are six years and older, occupying only 1 of 9 rooms; thus services provided to those older children are considered incidental to the main use as a child day care.

The Petitioner provided a written explanation that demonstrates that the proposed use meets the Special Use criteria that is outlined in the Village's Zoning Ordinance, more specifically:

- 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 and 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.

The petitioner has submitted background information including a market assessment which is provided in the packet.

Site Plan & Landscaping

The first modification includes the provision of a playground within the parking lot to the rear of the center. The Petitioner is proposing to install the playground over the existing pavement which will be serviced by a door on the rear of the building. The use of the parking lot for a playground needs to be conditioned upon the Petitioner restoring the parking lot to its original condition in the event that the day care no longer occupies the tenant space. The Petitioner has provided a landscape plan that includes a larger landscaped buffer area separating the drive aisles from the playground. The site plan identifies a fenced walkway (in red) that connects the main entrance on the south elevation of to the playground. This fence should be reduced to four feet from six feet unless otherwise required by DCFS. The area encircling the playground shall be six feet height as indicated on the plans.

It should be noted that, as part of the Kohl's expansion, the parking lot north of the site was required to be improved with certain landscape islands and materials once a tenant for the theater space (X-Sport Fitness) was procured or within 5 years of the Ordinance 01-031 approval. This requirement was reiterated in the 2005 PUD Amendment/Special Use for the reconstruction of Portillo's. The property owner has been working with the Village to improve said parking lot, but concerns were raised with the construction of landscaped islands. The Village has worked with the property owner to install the required landscaping along Kennicott and the installation of the required trees in the existing landscaped islands. The remaining required landscaping has been deferred until September 2015 or if additional site development occurs, whichever comes first.

Building

The Petitioner is not proposing any exterior façade modifications. As a result, Design Commission approval shall not be required. The space must comply with all applicable fire and life safety requirements.

Traffic & Parking

Development that requires a special use, and is greater than 5,000 square feet in area adjacent to a major arterial, shall provide a traffic and parking study from a Certified Traffic Engineer. Since Dundee Road is designated as a Major Arterial, a traffic study is required. However, the Petitioner is seeking a variation from the required traffic study, but has submitted a parking and site circulation analysis. Therefore, the following variation is required:

Chapter 28, Section 6.12-1 to waive the required traffic and parking analysis. The justification for the variation is provided by the petitioner in the packet. Staff supports the variation as the petitioner has provided an extensive parking evaluation and pedestrian circulation analysis. In addition, pedestrian circulation and crossings were evaluated as this was a concern of staff and the Plat and Subdivision Committee. The petitioner has agreed to post cross walk signs to delineate where the pedestrians are to cross and to inform drivers to enhance safety.

Pursuant to the Village's parking requirements, a day care facility would require three parking spaces for every two employees. As previously mentioned the proposed facility is projected to have up to 20 employees, thereby requiring 30 parking spaces. Based on the most recent list of tenants, the shopping center as a whole, including Kiddie Academy, would require a total of 1,047 parking spaces (see attached). Ridge Plaza has over 1,300 parking spaces, therefore the center meets Code. The parking analysis provided actual counts near the proposed location.

RECOMMENDATION

The Staff Development Committee recommends approval of a Special Use for a daycare center and a variation to waive the required traffic and parking analysis, subject to the following conditions. :

1. The parking lot shall be restored to its original condition in the event that the day care no longer occupies the tenant space.
2. Crosswalk signage shall be required in the front and rear at the existing crosswalks.
3. The fence connecting the front with the rear shall be four feet, unless taller fencing required by DCFS, and shall be a decorative wrought iron or similar style.
4. Compliance with all applicable Federal, State, and local accessibility, building, and health code requirements.

April 2, 2014

Bill Enright, AICP
Deputy Director of Planning and Community Development

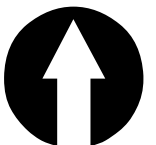
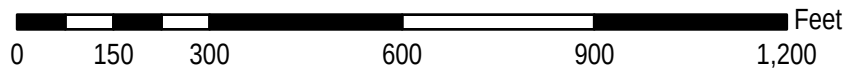
C: William C. Dixon, Village Manager
All Department Heads

Kiddie Academy
 Parking Summary for Ridge Plaza
 Compiled by the Planning and Community Development Department
 March 2014

Tenant Space	Use/Business	Address	Square Area (Seating Area)	Parking Required
15	Fox and Hound	910 W. Dundee Road	9,600 (5,367)	119.27
14	Vacant*	922 W. Dundee Road	4,453	14.84
13	Furniture Shop	926 W. Dundee Road	7,838	13
12	Hair Clue	932 W. Dundee Road	1,313	5.25
11	Harbor Freight Tools	940 W. Dundee Road	13,740	45.80
10	Xsport Fitness	960 W. Dundee Road	42,410	169.64
9	Kiddie Academy	880 W. Dundee Road	9,400	30
8	Rok Bon Ki	876 W. Dundee Road	4,902 (2,273)	50.51
7	Vacant	872 W. Dundee Road	2,880	9.60
6	Vacant	870 W. Dundee Road	3,120	10.40
5	Vacant	866 W. Dundee Road	2,470	8.23
4	Subway	864 W. Dundee Road	1,530 (448)	9.96
2	Vacant	W. Dundee Road	4,057	13.52
	Kohl's	800 W. Dundee Road	94,667	315.56
	Savers	780 W. Dundee Road	30,000	100.00
	Bank	770 W. Dundee Road	10,000	33.33
	Portillo's Hot Dogs	884 W. Dundee Road	8,388 (3,083)	68.51
	Medspring	902 W. Dundee Road	6,000	30
TOTAL PARKING REQUIRED				1,047
TOTAL PARKING PROVIDED (Including deferred required modifications to rear parking lot and loss of 10 stalls per the addition of the playground)				1,324
SURPLUS / (DEFICIT)				177



Kiddie Academy - P.C. 14-003
880 W. Dundee Rd.
Prepared by the Village of Arlington Heights
Department of Planning and Community Development
April 9, 2014



APPROVED

PLAN

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

COMMISSION

RE: KIDDIE ACADEMY; PC #14-003

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 April, 2014, at the hour of 7:30 o'clock p.m.

MEMBERS PRESENT:

MICHAEL WOLFE, Chair
LYNN JENSEN
TERRY ENNES
BRUCE GREEN
GEORGE DROST
JOE LORENZINI
SUSAN DAWSON

ALSO PRESENT:

BILL ENRIGHT, Deputy Director

CHAIRMAN WOLFE: I'd like to call the meeting of the Plan Commission to order. And the first item on the agenda is to please stand and face the flag and recite the pledge.

(Pledge of allegiance.)

CHAIRMAN WOLFE: Thank you. Bill, can you take the roll please?

MR. ENRIGHT: Commissioner Dawson.

COMMISSIONER DAWSON: Here.

MR. ENRIGHT: Commissioner Drost.

COMMISSIONER DROST: Here.

MR. ENRIGHT: Commissioner Ennes.

COMMISSIONER ENNES: Here.

MR. ENRIGHT: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. ENRIGHT: Commissioner Jensen.

COMMISSIONER JENSEN: Here.

MR. ENRIGHT: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MR. ENRIGHT: Chairman Wolfe.

CHAIRMAN WOLFE: Here. Okay. The first item on the agenda is PC #14-003, Kiddie Academy, a land use variation. Is the Petitioner here?

MR. PALELLA: Yes. Good -- is this on? Good evening.

CHAIRMAN WOLFE: Good evening. Before you begin, I get to swear you in. Will there be any folks testifying on your behalf?

MR. PALELLA: We have a whole bunch of people that are willing to talk. If you want it brief, we can keep it brief.

CHAIRMAN WOLFE: You know what, why don't you bring them in and I can, bring them up and I'll swear them in and you can use them to testify or not.

MR. PALELLA: Okay.

CHAIRMAN WOLFE: So, in front of the board. Can you please raise your hand?

(Witnesses sworn.)

CHAIRMAN WOLFE: Thank you. Okay. Bill, have all the proper notifications been given?

MR. ENRIGHT: Yes.

CHAIRMAN WOLFE: Okay. Sir, can you please identify yourself and state and spell your last name for the record, and also provide your address for the court reporter?

MR. PALELLA: Sure. My name is Michael R. Palella, P-a-l-e-l-l-a. I live at 3411 RFP Long Grove, Illinois. And I am with Brixmore Property Group, we are the property owner of Ridge Plaza Shopping Center. We are here tonight for the application for special use for a daycare facility within our shopping center, and a variance

from performing the full traffic study on the existing shopping center.

The center itself is just a little over 151,000 square feet. The space we're petitioning for is our space number 9 which is about 9,400 square feet, and it's been vacant since 2008 which it used to be the Pacific Buffet. So, it's had challenges because it was a former restaurant. A lot of restaurants either come in and redo things or we have to start over with the new uses.

So, the center itself is located at Dundee and Ridge Avenue. And up on the board is an outline of our center. Ridge Avenue separates the center by at least a quarter there. And the subject space that we're looking at building out is highlighted on this particular frame right here. The blue would be the space, 9,400 square feet. The red behind the shopping center is an area we wish to build the play area for the daycare. And what's highlighted in yellow there are the designated parking spaces that we have within our lease with Kiddie Academy, designated for them for pick up and drop off.

Before we get too far, we have a short video that explains Kiddie Academy. And after that, we have representatives from Kiddie Academy corporate to go into the finer points of things.

(Video presentation was shown.)

VIDEO PRESENTATION: Thanks for taking two minutes to let me tell you more about Kiddie Academy, a different kind of childcare learning center that offers better childcare and so much more. As parents, we all know that selecting the right childcare provider for our younger sons and daughters is one of important decisions we'll make. That's why I'm glad to have the opportunity to share with you what makes Kiddie Academy --

CHAIRMAN WOLFE: Please try and turn the volume up.

MR. COMMAROTA: Bill, can't you slide the volume on the --

CHAIRMAN WOLFE: On the computer, on the laptop, Bill?

MR. COMMAROTA: Yes, where the speaker is, you should be able to raise that to the top.

CHAIRMAN WOLFE: Okay.

VIDEO PRESENTATION: -- by giving them the opportunity to explore, play and grow. An age-appropriate life essential curriculum, supporting programs, activities, and instructional techniques exclusive to Kiddie Academy are designed to enrich young children in every way possible, cognitively, emotionally, socially, and physically. As a result, children are inspired to discover and embrace the world around them while building their confidence and self esteem. And that's just a part of Kiddie Academy's story of exceptional care. Each facility in our national network has been carefully designed to meet the highest safety standards.

In addition, Kiddie Academy serves nutritious

lunch and snacks that provide a well-balanced diet, essential for our children's physical and mental growth. Snacks are even served family style where children and teachers eat together, sharing stories, knowledge, insightful conversations and laughter, learning from each while developing a spirit of community that is at the heart of everything they do. And speaking of community, you're really going to appreciate open communications between Kiddie Academy and parents to keep you well-informed with daily schedules, weekly lesson plans, parent letters, menus, and teachers to encourage you to discuss anything on your mind. It really is a community where everyone works together.

More than anything else, it's parents like you and me, knowing we made the right decision about our sons or daughter's education and care. Take it from me, that big, bright smile you see every morning is all the approval you'll need that you made the perfect choice. I know I do.

Discover why thousands of parents like you place their trust in Kiddie Academy to shape their children's future and better prepare them for school and for life. Kiddie Academy Childcare Learning Center, community begins here. We invite you to arrange a personal tour.

CHAIRMAN WOLFE: Obviously, the sound was not working on that, but we saw the video on our screens up here and people saw the video from the gallery. So, you're free to, yes, if you want to supplement the fact that we didn't have any sound. If you want to say anything, that's fine. If not, I think we kind of got the gist of it.

MR. COMMAROTA: I think I can tell you about Kiddie Academy, that's fine.

CHAIRMAN WOLFE: Okay. Sure.

MR. COMMAROTA: Good evening, members of the board. My name is Chris Commarota. I'm with Kiddie Academy domestic franchising. My last name is spelled C-o-m-m-a-r-o-t-a.

I've been with Kiddie Academy for 14 years, and through that time I have assisted in opening about 90 locations. Kiddie Academy began providing childcare services in 1981. We did that through corporate locations. In 1992, we began franchising, and we opened our first franchise location in 1996. Since that time, we've grown to 120 locations and we currently have operators in 21 states and we provide care for 13,000 children nationwide.

We have six locations in the suburbs of Chicago. We have locations in Streamwood, Batavia, Plainfield, Carpentersville, Bolingbrook, and Crystal Lake. And we're scheduled to open another one in Naperville, in fact, next Monday.

We have a franchisee for this location. They're here in the audience, Vic and Preeti Gulati. They joined our system

several, at least a year or two ago. And through that time, they've visited more than a hundred locations to choose, to ferret out and get down to the final location. Each franchisee is assigned a real estate manager to assist with that process from the minute they sign on with Kiddie Academy. And our real estate managers assist with identifying qualifying locations.

Kiddie Academy, the proposed Kiddie Academy of Arlington met our criteria through demographic studies that we do, commuter traffic routes, and population of children between 0 and 4 which is our main child that comes in, 0 to 4. In addition to the demographic studies that we have looked at, we engaged a company several years ago to provide a third party profile if you will of our Kiddie Academy customer. And through that information, we've found that this location has a propensity, a higher propensity of a Kiddie Academy parent in the market. In fact, it exceeded our standard from looking at it from like a hundred percent as an example, I think this one scored a 173 which is 73 percent better than our system average. So, that's the primary reason why we look at this location as a viable location.

After the site is identified and secured through a lease, excuse me, prior to security it with a lease, the site is brought to our site approval committee. I'm a member of that committee and there are four of us on that committee, and we review all of the site characteristics. We look at a number of different things with the site, a site evaluation report is put together, and we either accept or reject the site, and this site was accepted by our committee.

This location will offer services or provide services for children from 6 weeks to 12 years of age. We'll separate each age group in age-appropriate placements based upon the Department of Social Services for Chicago, or excuse me, for Illinois. Each age group is separated by infants, toddlers, 2's, 3's, and so on all the way up to school age. School age is basically a before and after care. Children are brought to the facility by parents. We then will take children from the facility to a school, pick them up in the afternoon, and bring them back to the facility.

During the day when children are at a facility, we have what we call Life Essentials curriculum. Our curriculum is proprietary. It's a 7,000-page curriculum housed in eight volumes, and it's supported by our education department and our curriculum advisory board. We have members of our education department who sit on that board as well as some local college professors of education that assist us with validating the curriculum and ensuring that it maintains current standards for education. Our curriculum is developmentally appropriate for each age group, and it's based upon the child's developmental stature at that point. So, a child that can handle the

different topics that go on, we don't force them into two-year-old to three-year-old, we allow them to grow at their own pace.

The proposed Kiddie Academy will operate from Monday through Friday, five days a week, between the hours of 6:30 a.m. and 6:30 p.m. During that time, children will have two opportunities outside for morning and afternoon play. They're served with a morning and afternoon snack and a warm lunch.

Each parent that comes to Kiddie Academy to drop off a child is assigned a pin number. And the only way to access the facility is by a staff member or a parent guardian. They are all assigned a pin number, they must escort the child from their transportation into the facility and to the classroom that they're assigned to. Same procedure happens in the afternoon, parent comes in to the building, enters their pin number, then picks up the child from their assigned classroom.

I can't really see that but you can see the design of our facility. Sorry about that. Essentially, we enter from the vestibule on the main parking area to a reception area. There are offices on either side, a central area, a classroom, a classroom in the rear, and classrooms lining either side, as well as what we call a food prep area kitchen, staff lounge, storage, and then the rear play area. The rear play area is accessed by this main corridor.

We've got different features back here. We've got a school-age area, a preschool area, an infant-toddler area, a riding track, and some other ancillary items. The fence that lines this side where we have exit doors, those doors are used primarily for egress. They are not the main access point to the playground. They are really there for an emergency exit. All children are escorted by staff to the rear door and then to the playground.

This is our landscape plan.

MR. PALELLA: The landscape plan we put together is, this is existing parking lot in the back. We're going to be --

CHAIRMAN WOLFE: Excuse me a second. Can you just identify yourself for the court reporter?

MR. PALELLA: I'm sorry. Michael Palella again.

CHAIRMAN WOLFE: Okay. That way he can pick up on who is talking and who is --

MR. PALELLA: The area in the back that is identified as the play area is currently a parking lot. So, we're going to have to make some modifications back there, changing the inlet to our back-of-house area, new curbing, new landscaping. We're relocating a trash dumpster enclosure over to the right.

The landscaping that we chose, I don't know the species off the top of my head, but a while back we were asked by Arlington Heights to enhance the back parking lot which is shown

directly behind the red area there, that's all our parking lot, with additional trees and shrubs and whatnot. We just chose the same species that were asked of us there and we installed them here. So, there are some new trees and whatnot that are going in this area.

And the actual area of the parking lot that is going to be claimed as the play area, one of the conditions that were suggested to us is if Kiddie Academy ever vacates this premises, we as Brixmore would turn that back into a parking lot area itself. Currently, what we envision there is a soft, spongy material, similar to what we have on tracks at high schools and whatnot. That will be laid over the top of the asphalt. So, theoretically, taking it all down would be removing the barricades, reworking the curbs, and removing the barricades which are really bollards on one side of it.

I'd like to point out on this slide here, down in the lower right corner, one of the questions that was posed to us by Staff was how people are going to get from the parking lot to the facility. The 10 spaces are identified there. They had asked us to put enhanced striping, which we agreed to, and enhanced signage basically saying that there will be no permitted drop-offs like parking in the driveway.

CHAIRMAN WOLFE: Can you tell us what you're talking about on the --

COMMISSIONER ENNES: Could you use your pointer and tell us?

MR. PALELLA: Yes, which one is the pointer here?

MR. ENRIGHT: They won't be able to see that.

MR. PALELLA: They won't be able to see this? Right here?

MR. ENRIGHT: They won't be.

COMMISSIONER ENNES: Can you --

MR. ENRIGHT: Would you like me to show you there?

CHAIRMAN WOLFE: Bill, can you show us?

MR. ENRIGHT: The area of the walkway --

MR. PALELLA: Yes, I'm not talking about that one. Down here in the lower right corner, I was showing how --

COMMISSIONER ENNES: We can't see.

MR. PALELLA: Based one on of the questions posed by Staff, we would stripe the areas and install new signage in the front, you know, saying "State Law, You Must Stop For Pedestrians," as well as in the back behind the play area, it was suggested that in case somebody wanted to park in the back and walk through the corridor between -- well, directly to the left here, sorry about that, over here, this is X-Sport Fitness. This is currently about a 15-foot-wide sidewalk between our two different buildings. It is a pretty heavily trafficked area right now. A lot of the X-Sport Fitness patrons use

the back parking lot and walk through this in order to get to the area. So, it's another reason Kiddie Academy, outside of the requirements by code to put in this fencing just in case, you know, due to emergency or whatever and people need to exit there, the children are in a secure location. That's what I have on that.

This slide here illustrates the distances, and I can't read them from here and I apologize, but hopefully you can see that on your screen. Between the space we're proposing and the garages that are past our property line to the north, and also a delineation to the actual residences to that, and I think the minimum building to garage is somewhere around 300 feet, and on the next slide we even showed it at the edge of where the play area is proposed and I think we're still very close to 200 feet in distance just to the garages behind.

Now, I think we'd like our franchisees to come up and tell you a little bit about themselves.

MS. GULATI: Hi, good evening everyone. My name is Preeti Gulati and this is my husband, Vic Gulati. Briefly, we're going to talk about --

CHAIRMAN WOLFE: Can you, one thing, a couple of things. Number one, can you please spell your last name and give your address for the record?

MS. GULATI: Sure. Address? Sure. Gulati, G-u-l-a-t-i. And our address is 1880 Maureen Drive in Hoffmann Estates, Illinois.

CHAIRMAN WOLFE: Okay. And were you with the batch that was sworn in earlier?

MS. GULATI: Correct. Yes. Okay. So, just briefly, we'll touch upon our background. We'll talk about a little bit of our journey here, our story, and then why we chose this site and why feel it's successful for us.

A little bit about my background. I'm a nationally board-certified school psychologist. I've been working in the school system for over ten years. I work with early childhood all the way to early adolescence. So, and I work closely with faculty which includes administration, teachers, parents, and children of course. Specifically, I help implement and differentiate instruction for children to better tailor their needs, individualize their needs for success in learning.

One of the things that we definitely, both of our passions include is, my passion personally, ever since I've known myself, has been children and education, and that's why I went in this field. And my husband, Vic Gulati, a little bit about him is that his background includes, he's vice president of Mesirow Financials, working for over, what, how many years? Sorry.

MR. GULATI: 12 years.

MS. GULATI: 12 years over there. And he is very successful, he's ambitious, he's very hardworking at everything he does. And he is also, he heads the global technology team over there. I'm going to give it to my husband so he can talk about a little bit of our journey and a little bit about why we chose this site.

MR. GULATI: For the record, my name is Vic Gulati, G-u-l-a-t-i. Hello, members of the board. And a little bit about our journey, so our journey began about a few years ago when we started looking for childcare and development centers for our three very young kids. We have toddlers, three toddlers at home. And even though we came across some really good centers, it was very obvious to us that there was not a center that was meeting all of our needs. And you know, with my background in technology and Preeti's background in child education and development, we understand that a well-rounded, structured educational foundation is crucial and is a key component to a child's future success.

MS. GULATI: Which is starting at early childhood.

MR. GULATI: And so we continued our search. And finally, we were introduced to Kiddie Academy and we realized that this is what we wanted. We didn't only want to send our kids there, but we also wanted to introduce and open a Kiddie Academy in our communities.

And since then, we've been looking for sites. As Chris pointed out earlier, we actually reviewed about doing 200 plus sites and personally visited about a hundred, close to a hundred sites. And finally, you know, found this location which matched everything that we needed. Outside of everything that he spoke about, I think the biggest thing personally for us that was a key seller about that site was, one, easy accessibility from the highways as well as to the main artery. It's got great schools around it. The neighborhood is excellent. There's communities behind and around with dual-income parents that have a natural need, so there's a natural demand.

And one of the things during our surveys we found was the childcare centers that exist today around there, they have classrooms that have wait listings. So, there's a natural demand and a short supply, and it's a great, great location. And the product that we want to provide is a very superior product that provides kids with a well-rounded and great education and care.

MS. GULATI: Just to add, in terms of curriculum, along with the four pillars of Kiddie Academy, we also want to implement what's called STEM for early childhood, and that stands for Science, Technology, Mathematics and Engineering. So, we'd like to start children at a younger age who think creatively out of the box, starting at the get go and kind of facilitate, when they get into Kindergarten and 1st Grade, facilitate what's called a triangular communication,

bridging both preschool into the elementary school, and having a portfolio that we indicate, right now there's things called AIMS Web and things like that where elementary schools require children, you know, to have. So, we would start that at our school and have that information which is going to be crucial to their success.

MR. GULATI: And I'm going to add, we love the community. Our pediatrician is about half a mile from the site.

MS. GULATI: Yes.

MR. GULATI: And we've had him for about four years now, and we are in the process of relocating into Arlington Heights, too. We're looking for a place.

MS. GULATI: We actually love the area and the restaurants.

CHAIRMAN WOLFE: Thank you. Is that it?

MR. GULATI: Thank you.

CHAIRMAN WOLFE: Okay. Thank you.

MR. KASSON: Good evening. My name is Tracy Kasson of Rathje & Woodward, representing the Petitioner. We gave all of the special use standards and variance standards with our application. I can amplify them in detail but I think through the testimony it was proved, the great need, and necessary for the public convenience here through the testimony for the Kiddie Academy. And it won't be any detriment to the health, safety and morals and welfare because it's an existing center. It's 90 percent occupied. It's equipped to handle all the activities of the daycare center, all the pickup, all the drop-off. Parking is adequate and that was all confirmed by the traffic study.

As far as the traffic variation requirement, that was just from doing the off-site impacts on public streets. Everything else was done in detail. The off-street impacts were already done when the center was developed, it's an existing center, and there was really no need, and Staff agreed, to do an off-site analysis. So, I think the variation should be granted as well.

And we're here to answer any additional questions you may have.

CHAIRMAN WOLFE: Thank you. Does that conclude your presentation then? All right, thanks. Okay, Bill, please give the Village Staff report.

MR. ENRIGHT: Sure. I'll try and summarize everything and keep it brief so we can get to the question and answer.

The Staff Development Committee is fully supportive of the project. They have demonstrated, the Petitioner has, that they've met the special use criteria which was just alluded to. There are a couple of conditions of approval that Staff is recommending. One is that the parking lot that's being used as a play

area gets converted back to parking if this use ceases to exist in the future. Also, secondly, crosswalk signage shall be required at the crosswalks in front of and behind to more clearly delineate to drivers and pedestrians where to walk and that they're supposed to stop for pedestrians and yield to make it a safer environment. And also, thirdly, that the fence in between X-Sport and the proposed Kiddie Academy be 4 feet unless required to be taller if DCFS requires that and shall be a similar decorative wrought iron style fence as they're proposing around the play area. With respect to the play area, they're indicating a 6-foot fence. That would require a variation, so that should be reduced to 5 feet as long as that's consistent with DCFS standards.

Two things we focused on was pedestrian cross --

CHAIRMAN WOLFE: Did you just say 5 feet?

MR. ENRIGHT: Pardon me?

CHAIRMAN WOLFE: Did you say 5 feet?

MR. ENRIGHT: 6 feet is what's proposed for the area around the play.

CHAIRMAN WOLFE: Right.

MR. ENRIGHT: That would require a variation because we only allow 5-foot tall fences unless it's screening adjacent residential uses.

CHAIRMAN WOLFE: I'm just looking at the motion sheet where it says 4 feet.

MR. ENRIGHT: This is separate.

CHAIRMAN WOLFE: Okay.

MR. ENRIGHT: On the motion sheet and in the recommendation, we are asking them, there's two fences. One fence which relates to condition number 3 is the area in between Kiddie Academy and X-Sport. This is the corridor that runs adjacent to the Kiddie Academy site for kids to traverse with their parents back and forth so they don't have to, so they're basically corralled. And then also, that fence is fine, we just want to reduce it to 4 feet because of its location.

There is another fence that encloses the play area that's 6 feet. Our code only allows 5, so technically they need a variation for that unless they reduce it to 5 feet to meet code. So, the question that I had for Petitioner is, if that's complicit with DCFS or if they have a higher requirement --

CHAIRMAN WOLFE: What's the answer to that?

(The response was outside of microphone range.)

CHAIRMAN WOLFE: I'm sorry, I didn't hear that.

MR. ENRIGHT: They've testified that 5 feet is sufficient.

CHAIRMAN WOLFE: Okay.

MR. ENRIGHT: So, they'll just have to make a minor change to their plan before it goes to the Village Board. Not a big deal.

So, the Petitioner has done a very good job analyzing the pickup and drop-off in the traffic flow on a ten-minute increment throughout the day. It gives you an idea of what the cumulative impact will be of pickup and drop-off with respect to the number of cars parking from parents dropping their children off as well as the employees that come to the site throughout the day.

And that dovetails well with the parking study that the consultant did, KLOA, which gets into the actual parking usage throughout the day, page 7 of that study. They focused, at our request, to look at the western end of the parking lot which they have indicated on one of their exhibits is rows 1, 2, 3, 4 and 5 which constitute 261 parking spaces. There's a lot more onsite, there's over 1,300 on the site total. But they focused on the area in front of Kiddie Academy.

And as you can see, the peak demand for Kiddie Academy during the morning, that's when you have the biggest surplus. In the evening, around 6:30, that's when you have the least amount of parking, but that's also a lower demand for Kiddie Academy. So, it dovetails nicely. Obviously, the reason for that, for the usage going down to 37 in terms of available parking at 6:30 is due to X-Sport Fitness primarily.

With respect to code, the shopping center has 277 excess spaces. That's, there's a typo on the Staff report there, it should be 277. This particular use, Kiddie Academy, requires 30 parking spaces by code. Their study demonstrates that the maximum they would actually need is 25. In addition, they designated 10 spaces out in front of Kiddie Academy that will be signed for parent pickup and drop-off which is the maximum number that they would expect at any ten-minute increment pursuant to their study. Obviously, there's extra parking the farther east you go, away from X-Sport and away from Kiddie Academy, and certainly behind the center as well.

So, we think they've done a very good analyzing the parking, and they've agreed to the crosswalk signage to help with the pedestrian flow. And again, Staff is fully supportive of the project and that would conclude our report.

CHAIRMAN WOLFE: Thanks, Bill. Is there a motion to accept the Staff report?

COMMISSIONER DROST: I'll make that motion.

CHAIRMAN WOLFE: Is there a second?

COMMISSIONER ENNES: I'll second that. I'll second.

CHAIRMAN WOLFE: All in favor?

(Chorus of ayes.)

CHAIRMAN WOLFE: Okay. The Staff report is made a part of the record. Before I turn it over to the members of the Plan Commission, one comment I have. Just if this is to proceed to the Village Board, I would recommend that you have, maybe enhance your presentation materials because it's small and it's kind of hard to see in the back. But even notwithstanding that, I think it's just, I think it also would be helpful to have more of an overview that shows the building footprint and the play area in the back, everything together so it's easy to see how pedestrians move from one place to another, and then the parking situation. It's a little bit, you kind of have to jump from one screen to the next. That's just a recommendation.

And then the second thing is if there's a representative of the Petitioner who can address whether you have looked at the Staff report and the conditions that are proposed to the recommended approval, if those are satisfactory? So, if somebody wants to step up, I just want to make sure before we proceed, that we're on the same page here.

MR. PALELLA: Yes, this is Mike Palella again. And yes, we have reviewed them and we agree with them.

CHAIRMAN WOLFE: Okay, thank you. Okay, I'll turn it over to members of the Plan Commission. We'll start down to my right with you, Commissioner Jensen.

COMMISSIONER JENSEN: Yes. Actually you've done a very nice job of addressing the issues that were raised in the Plat & Sub with your submission to this point. And I'm very supportive of this.

The only issue that really was outstanding was with the drop-off, front or back. And the Staff report is a little bit silent on that compared to the summary of the Plat & Sub Committee. Are you, is Staff happy with the way they've handled the drop-off of the students?

MR. ENRIGHT: You know, that certainly was of issue and, you know, the preference may have been to go behind, but this is not the preference for the Petitioner, so we're reacting to what they want to do. Towards that end though, they are taking the steps I think necessary to clearly delineate the crosswalks and additional signage as well to advise drivers in the area. I think the study that they did which is a pedestrian study shows the movements in the front of the shopping center was very productive.

So, it certainly gave us data that we needed and, you know, overall we're not concerned. When you're in a parking lot, you've got to be, you know, safe, you have to drive safe and as a pedestrian you have to walk safe. So, that's always going to be an issue. But I think with the multiple crosswalks here and the stop signage and the clearly delineated crosswalks, I think that will help a lot.

COMMISSIONER JENSEN: So, it's an acceptable resolution of this issue that was raised in Plat & Sub from the Staff's point of view?

MR. ENRIGHT: Yes.

COMMISSIONER JENSEN: Good. The only thing I would add is more of a comment than a question. There's a couple of places where you refer to the maximum number of employees. Sometimes it's 20, sometimes it's 22 in different documents. You might want to decide which number it is before it goes to the Board and then settle on that and make all the documents consistent. I think that would be helpful.

The only question I have, it's part of I think about a seven-page study there, is a traffic flow chart, and it's not clear what the source of the traffic flow information is. It starts with the time from 6:30 a.m. and goes through 8:00 o'clock p.m. and it shows the drop-off of the students, and then it shows the pickup later on. And obviously since you're not in operation, what is the source of that data? Or is that just a projection of what you expect?

CHAIRMAN WOLFE: Please identify yours.

MR. ABOONA: Yes. Good evening, Luay Aboona, A-b-o-o-n-a. I believe you're referring to the study that our firm did?

COMMISSIONER JENSEN: Well, this is page 4. It's not really from the memorandum. This is page 4 of a study that follows the special use criteria, market assessment and Kiddie Academy narrative, it's part of that. And so, we've got the Kiddie Academy narrative, and then following that on page 4 --

MR. ENRIGHT: I could address that. It's my understanding that this was done by Kiddie Academy, not by the traffic consultant. There was a comment I had early on in the Staff comments, you know, reviewing the project. So, I believe the source of the traffic flow is Kiddie Academy's projections based on their operations.

COMMISSIONER JENSEN: So, they're basing it perhaps on other similar academies in other locations, is that what we think?

MR. ENRIGHT: And this location and the number of, you know, children at the different age brackets that they expect.

COMMISSIONER JENSEN: So, it's really a projection, not a, it's not a study of what actually is happening, it's what they anticipate to happen?

CHAIRMAN WOLFE: Well, I think we should best hear that from the Petitioner.

MR. COMMAROTA: My name is Chris Commarota, I'm with Kiddie Academy. We have 120 locations operating throughout the country, as I mentioned. Each location is required to have a software management system, and that software management system registers the parent when they come in and when they go out. So, we have data from 120 locations, 13,000 children coming in and out that shows us and

demonstrates to us how parents enter and exit the facility. Generally speaking, parents are there 10 minutes, that's the average. There may be a parent that's there 5 minutes, there may be a parent that's there 10 minutes or 15 minutes to stay and talk with the teacher. But in general, those parents are there about 10 minutes for the parent drop-off and pickup.

This is consistent with our facilities regardless of size throughout the country. It's basically a bell curve. They come in, the flow is steady as they come in, it peaks for the afternoon hours, and then the flow is steady as they go out.

COMMISSIONER JENSEN: I don't quibble with that at all.

I think it would be good to identify the source of the data so we know whether we're doing actual's based on 120 locations or whether we're doing projected for this location or whatever. I think it will make it easier for the Board to understand because it wasn't clear to me whether we had data or a projection. That's my only point, so I think you can clarify that in text as well as in a footnote to that table.

MR. COMMAROTA: Understood.

COMMISSIONER JENSEN: I don't have any further questions.

CHAIRMAN WOLFE: Thank you. Commissioner Ennes?

COMMISSIONER ENNES: I attended the Plat & Sub and we addressed most of the issues there. My biggest concern was how you were going to resolve the drop-off and the safety. I would be a supporter of the 5-foot fence. I think that's, with the traffic going to that back lot, if kids are there, I think that with children that are in there, I think it's a good idea to have a little bit higher fence above what our 4-foot zoning is. What? You're shaking your head now.

MR. ENRIGHT: It's not a 4-foot zoning. The code says you can do a 5-foot fence, so they can go to 5.

COMMISSIONER ENNES: Okay.

MR. ENRIGHT: In that area that you're talking about which is the corridor in between the Kiddie Academy and X-Sport. And if that's the will of the Plan Commission, Staff would not object.

COMMISSIONER ENNES: I think that would be good for the safety of the children. And other than that, I have no objection. I think it will be a good use of the property.

CHAIRMAN WOLFE: Thank you. Commissioner Green?

COMMISSIONER GREEN: My only concern was, we brought it up in Plat & Sub, was the drop-off of the kids. And just one question, do the parents physically bring the kids in and turn them over to a teacher and then leave?

MR. COMMAROTA: The parent is required or a guardian is required to actually escort the child to the assigned classroom. So,

they're not just coming into the building and, you know, the child is running off.

COMMISSIONER GREEN: I mean the teachers don't go and get them, the parents bring them in?

MR. COMMAROTA: Yes, the parent brings them to the classroom, the child is recorded as they enter the facility with that pin number that opens and unlocks the door. Then when the child gets to the classroom, there is a written record of the child coming into the classroom. So, there's a lot of monitoring of the children in and out.

The same thing would happen in the afternoon. The child is leaving, they're signed off at the classroom at the teacher level. The parent takes the child, or guardian, and they escort their child from that classroom to their vehicle.

COMMISSIONER GREEN: That was my only concern was the safety of the kids and I think it's been addressed. So, thank you.

CHAIRMAN WOLFE: Thank you. Commissioner Drost?

COMMISSIONER DROST: To Mr. Commarota, are there multiple franchises owned by single owners? You know, do you franchise to, let's say the Gulatis, can they purchase or sign up for additional franchises?

MR. COMMAROTA: We have franchisees that have multiple locations.

COMMISSIONER DROST: Franchisees that have --

MR. COMMAROTA: Franchisees that have more than one location, sure.

COMMISSIONER DROST: And how many do you, typically, how many can you own?

MR. COMMAROTA: We don't have a limit. But we have one franchisee that has three.

COMMISSIONER DROST: Just wanted to get that background in. A question to the Gulatis, maybe if you'd step up? Are you going to be onsite at all? What's the management structure there?

MR. GULATI: I'm going to continue working at Mesirow Financial. And Preeti, my wife here, she will be working full-time at Kiddie Academy.

COMMISSIONER DROST: Okay. She will be there full time.

MR. GULATI: She's going to stop what she's doing right now which is being a school psychologist, but --

MS. GULATI: My next venture in life.

COMMISSIONER DROST: Yes.

MR. GULATI: Yes, and take a more active role in running the academy.

COMMISSIONER DROST: So, she will be onsite and present

for supervisory because she has a very nice background --

MS. GULATI: As well as a director and assistant director.

COMMISSIONER DROST: Yes. And as far as the employees, back to Commissioner Jensen's question, do you have sort of an expanding base of employees? Because reading your material, you're taking basically six-week-old to four or five-year-old and there would be more intensity with the six-week-old here versus the more mature child?

MS. GULATI: Sure. We will certainly follow DCFS requirements on every level, and we will exceed and make sure that we're following every single requirement that they require us to do.

COMMISSIONER DROST: Yes, and that's going to be your responsibility to make sure and that you're reporting to DCFS?

MS. GULATI: And the director as well, correct.

COMMISSIONER DROST: And what do you do if you get a different mix in your demographic, if you have more, higher maintenance children versus less maintenance children? Do you have a plan?

MR. GULATI: Yes, absolutely. So, the way DCFS has coded this, depending on the age group, you need to assign X number of students to each supervisor or teacher. And that depends from whether they are infants to toddlers to two-year-olds to three-year-olds, four and fives, and after-school age. So, depending on how that mix is going to increase or decrease, we will be moving the staff accordingly. So, the classroom requires three teachers to be present at that time because those are the number of, because we have X number of students and it requires a minimum of three teachers. That is what we will do.

COMMISSIONER DROST: Yes.

MR. GULATI: And DCFS code is very clear about that and we plan to adhere to that.

MS. GULATI: They're actually very strict upon that and they would drop in any time without notice. So, we would have to follow exactly what's required through DCFS standards at all times.

COMMISSIONER DROST: Good. Well, it sounds like you are the right people for that task.

MS. GULATI: Thank you.

COMMISSIONER DROST: And the other question on the fence, and I just wanted to maybe, so it doesn't get to be too confusing, isn't that something that we should really defer to the experts rather than to what we like? You know, whether a 4 of 5-foot fence is -- I mean I don't know. I wouldn't be --

MS. GULATI: Like what DCFS requires? Is that what you're --

COMMISSIONER DROST: Yes, right.

MS. GULATI: Right, we --

COMMISSIONER DROST: I mean I'm just sharing that with the Commissioners rather than trying to, you know, become architects for your --

CHAIRMAN WOLFE: It doesn't sound like there's an inconsistency though.

MR. COMMAROTA: I can respond to that. The 5 feet actually exceeds DCFS requirement. DCFS requires the minimum 4-foot all fence around the playground. We got to 5 feet because it just provides another layer, another level of protection for the children.

COMMISSIONER DROST: Okay. So, that's the standard and it exceeds those that might be required by our state agency.

MR. COMMAROTA: That's correct. And we find that that 5-foot height exceeds most state requirement throughout the country.

MS. GULATI: And just as a parent, a parent walking in and seeing the facility, you feel more comfortable knowing your children are more safe, in a safer environment, higher, you know, higher fences or, you know, the requirements of DCFS. We can talk about how we meet the states, not only do we meet state standards, we exceed state standards.

COMMISSIONER DROST: Good. Well, I don't have any further questions. And I think your project is a very worthy one and can fit a specific and important need in our community. So, thank you.

CHAIRMAN WOLFE: Thank you. Commissioner Lorenzini, your turn?

COMMISSIONER LORENZINI: Everything I've heard tonight sounds pretty positive. I like the presentation. I agree with Commissioner Wolfe, you might want to make the stuff a little bigger so you can see it better.

But at the Plat and Sub, I was a little confused at the beginning with the entrance because north arrow was wrong. It's still wrong on the drawings, you might want to correct that before it goes to the Trustees.

My other concern was the drop-off area. You know, we have been very sensitive about locations of daycare centers over the years, with concerns, you know, for the safety of the kids. And most daycare centers are at schools or in isolated areas where people have the notion that they're in a school zone and they're in that mind set. But my concern with this location is it's a mixed use of all kinds of stores and people coming and going. I just hope they have enough sense to slow down when they're coming through the area where the kids are being brought in. That was my concern, but I guess if they've done everything they could do reasonably to make it a safe area, I guess that's all we can ask at this point because it is overall a decent project.

As far as the fence goes, the 4-foot fence that's

between the play areas makes sense. You just want to keep the kids away from each other. But the 6-foot fence, you know, that's the perimeter of the play area where they meet with the general public. And personally, if you could do a 6-foot fence, I think it's a good idea, it just makes it safer for the kids, keeping them separate from the general public. So, other than that, I have no other comments. I think it's a decent project.

CHAIRMAN WOLFE: Thank you. Commissioner Dawson?

COMMISSIONER DAWSON: On that fence issue, I guess that's going to need clarification because in the packet it says there will be a 6-foot fence around the playground. So, we've got a 6-foot, a 5-foot and a 4-foot?

MR. ENRIGHT: No. You've got, they're proposing a 6-foot fence around the play area. If everybody wants a 6-foot fence, make sure you grant a variance for it because we only allow 5 feet. And then the other fence which runs in between the Kiddie Academy and X-Sport, Staff wanted it reduced from 5 feet to 4 feet because it's a pedestrian area. But again, as I said earlier, we don't object if that fence is 5 feet as well so that, you know, just ask the Petitioner what they want and just make sure if it's more than 5 feet you grant a variation for it. That's all.

COMMISSIONER DAWSON: So, along the lines of what Commissioner Ennes brought up earlier, because as a parent with small children that have been through daycare, I would prefer a 6-foot fence. But Commissioner Ennes raised an issue I hadn't even considered which was along the lines of safety concerns of the traffic in the back parking lot. Is there anything there that the 6-foot fence might create a hazard for drivers or anything back there?

MR. ENRIGHT: It's a wrought iron fence so it's basically open, so that's, you know, it shouldn't block any visibility because of the nature of the fence.

COMMISSIONER DAWSON: So, given the location of the facility -- yes?

MR. PALELLA: If you're referring to the safety in the back area, the entire perimeter is surrounded by bollards. At the very northern end, there's certainly a brand new curbing, you know, with the landscape buffer and bollards behind that, too. But the entire, I guess that would be the east side, this right here, those are bollards. I think they're placed at every 5 feet. So, if you're not familiar with what a bollard is, it's a big concrete, steel-encased concrete pile that's driven and stands up. So, if a car were to jump, there is no curb there but they would hit that immediately. You put them in front of banks so that nobody can crash through the windows, things like that.

Similarly on the north, we have the curb, so you

now have to drive over the curb, you'd have to drive through all of the landscaping in order to get to the fence that would be behind that. It's certainly something that we could add bollards to the north if that was a concern for that.

And a little bit of light, if I may, on the fencing. We've gone, I think our original package showed 5-foot fence everywhere. One of the Staff's comments said that we'd prefer it to be 6, we changed it to 6. Now we're hearing the 4. We're more than willing, maybe I have that wrong?

MR. ENRIGHT: You do.

MR. PALELLA: But we're more than willing to put a 6-foot consistent, 4-foot consistent, 5-foot. We just want to meet the DCFS standards.

MR. ENRIGHT: Let's simplify this. The fence that Staff asked to reduce was not the fence around the play area, it's the fence in between X-Sport and Kiddie Academy. This is what I'm going to suggest, if the Petitioner is in agreement with it and the Plan Commission. I suggest that you grant an additional variation for a 6-foot-tall fence around the play area, and that you also strike condition number 3 which is Staff requesting it to go down to 4 feet so that it can be 5 feet.

COMMISSIONER DAWSON: So, the walkway would be 5 feet.

MR. ENRIGHT: Yes, walkway 5, play area 6.

COMMISSIONER DAWSON: If we propose it, the play area would be 6 feet.

MR. ENRIGHT: Grant a variation for the 6 feet.

CHAIRMAN WOLFE: So, do we, since this was published as no variations, are we okay on that?

MR. ENRIGHT: It's published as variations that are listed, and then we also have "and any additional variations as required or deemed appropriate by the Plan Commission."

CHAIRMAN WOLFE: Because there were no variations required, correct?

MR. ENRIGHT: There was a variation to waive the parking and traffic study.

CHAIRMAN WOLFE: Parking, right, right.

MR. ENRIGHT: Which is listed in the public notice.

CHAIRMAN WOLFE: Okay.

MR. ENRIGHT: But then we also put in the public notice the additional caveat that, it's a catch-all, if there are any other variations deemed needed by the Plan Commission, you can grant those as part of your motion. So, it's perfectly fine in terms of the legal notice requirements.

CHAIRMAN WOLFE: All right, thank you.

COMMISSIONER JENSEN: Mr. Chairman, question? Maybe

someone on either the Commission or the Staff can clarify to me what is the additional safety you get from raising the fence from 5 to 6 feet, or from 4 to 5? I'm a little confused as I thought it was visual to begin with, but since it's wrought iron and you see through it, I'm having trouble seeing what the additional safety is.

CHAIRMAN WOLFE: Right. First of all, it's my understanding it will be up to 6 feet, it's not a requirement to have it at 6 feet, is that correct?

MR. ENRIGHT: They want a 6-foot fence around the play area.

CHAIRMAN WOLFE: They want a 6-foot fence, okay.

MR. ENRIGHT: So, why don't we give them the 6-foot fence around the play area but give them a variation for it.

CHAIRMAN WOLFE: Okay.

COMMISSIONER DAWSON: Do you want the 6-foot fence? Okay, all right. So, if that's what you want, then I don't know if we need to fight about it or discuss it anymore.

CHAIRMAN WOLFE: Well, not to jump out of turn but just to address Commissioner Jensen's concern or question about the difference between a 6-foot and 5-foot, does somebody want to --

COMMISSIONER JENSEN: In terms of the safety, I mean what is the additional safety you get from the extra foot? Since it's not a visual issue, you can see through this wrought iron fence, what is the additional safety that comes from 6-foot versus 5?

MR. COMMAROTA: Essentially, someone from the outside reaching over the fence and grabbing a child.

COMMISSIONER DAWSON: Or jumping or climbing over, jumping over.

MR. COMMAROTA: Jumping over, sure.

COMMISSIONER JENSEN: Okay.

COMMISSIONER DAWSON: Just from a parent perspective, whether or not there's additional safety or not, I think it would give me more additional piece of mind just to see it, even if it wasn't giving me anything in reality.

Okay. I was curious about your hours in a good way because as a working parent, I find it very difficult to get my children by 6:00 o'clock frequently because the workday certainly doesn't end at 5:00 the way it maybe used to. And I find that 6:00 o'clock is typically when the workday ends these days. But there's no other facilities that I'm aware of, and you've obviously done more research than I have, that are open past 6:00 o'clock. So, first of all, I find that just terrific because it is very, very difficult for a few parents to get to the facility by 6:00.

But is there any, I thought there were DCFS rules related to how long you can leave a child in a daycare facility? Am I

wrong? There's no reason why, is there a reason why everyone else closes at 6:00?

MS. GULATI: In our research, it's just the convenience of the operator typically. It's the time and the money they have to put in and spending, getting the employees. That's typically what I've seen. However, the convenience factor, we want to be competitive, make sure we're a cut above the edge in all aspects, and I think the convenience factor of having a 6:30 pickup time allows parents with piece in mind to finish up what they have to do and along their route home pick up their children by 6:30-ish.

COMMISSIONER DAWSON: I would agree. I mean I think being open until 6:30 is a huge benefit.

MS. GULATI: It is.

COMMISSIONER DAWSON: Because 6:00 o'clock, I'm pulling in almost everyday at 5:59 to pick up my kids. So, I think that's great.

I was curious how many other daycare centers does Kiddie Academy have in shopping centers like this with this parking situation?

MR. COMMAROTA: Off the top of my head, there's probably a dozen or so. We actually have one location that's in a shopping center next to a gym, a very popular gym in Syosset, New York, and our playground is actually, is not attached to the building so it's right in the center of the parking lot and fenced and guard railed and so on. So, we have several locations with a shopping center scenario. Oceanside, California. Glendora, California. That's just off the top of my head.

COMMISSIONER DAWSON: So, it's good to hear that you have experience with this. I presume, because you haven't brought it up or it hasn't been discovered in Staff investigation that there has been no issues related to them being located at a shopping center like this?

MR. COMMAROTA: We haven't had any. You know, I heard today there was a freestanding building that got hit by a car in Florida so --

COMMISSIONER DAWSON: Sure.

MR. COMMAROTA: I think that there is risk associated, you know, however you place a facility. It's just making sure you have appropriate plans and you're planning for the occurrence when that happens.

COMMISSIONER DAWSON: I think parents adapt to the situation in which they're picking up their children. So, in any situation there are safety concerns and you become aware of what you need to be looking out for when you're walking your children. But certainly when I had little kids, I would park and go shopping with

them, so I don't know that I see too much of a difference in this situation.

MR. COMMAROTA: Try and keep in mind there is not a mad rush of 15 parents with 15 children being tagged alongside to run into the building.

COMMISSIONER DAWSON: Right.

MR. COMMAROTA: They are intermittent.

COMMISSIONER DAWSON: Well, I'm very familiar with daycare pickup, believe me. The only last question I had was the school bus that picks the children up at Kindergarten. Does that pick-up drop off at the front door or does that drop off at the rear door?

MR. COMMAROTA: We haven't established that yet. It will likely be where we have the least traffic which would probably be in the back.

COMMISSIONER DAWSON: Okay. Okay, all right, no further questions.

CHAIRMAN WOLFE: Thank you. And I have no further questions. I think it's been pretty well vetted by the members of the Plan Commission.

At this point, I'd like to go out to the audience and see if there is anybody who would like to speak on behalf or with respect to the petition. Seeing nobody, we'll close that and go back to members of the Plan Commission for further deliberation or a motion.

COMMISSIONER GREEN: I'd like to make a motion.

A motion to recommend to the Village Board of Trustees approval of PC #14-003, a Special Use to allow a daycare center at the Ridge Plaza Shopping Center, a Variation from Chapter 28, Section 6.12-1, to waive the requirement for a full traffic and parking analysis, and a Variation to allow a 6-foot fence around the play area.

This approval is contingent upon compliance with the recommendation of the Plan Commission and the following recommendations detailed in the Staff Development report dated April 2, 2014:

1. The parking lot shall be restored to its original condition in the event that the daycare no longer occupies the tenant space.
2. Crosswalk signage shall be required in the front and rear at the existing crosswalks.
3. The fence connecting the front with the rear shall be five feet and shall be a decorative wrought iron or similar style.
4. The Petitioner shall comply with all federal, state, and Village codes, regulations and policies.

CHAIRMAN WOLFE: Okay. Do you have that?

COMMISSIONER DROST: Yes, I'll second the motion.

COMMISSIONER ENNES: I'll second that.

CHAIRMAN WOLFE: Well, you have to fight it out.

COMMISSIONER ENNES: He's got it.

CHAIRMAN WOLFE: Commissioner Drost second. Okay, Bill, please take the roll.

MR. ENRIGHT: Sure. Commissioner Dawson.

COMMISSIONER DAWSON: Yes.

MR. ENRIGHT: Commissioner Drost.

COMMISSIONER DROST: Aye.

MR. ENRIGHT: Commissioner Ennes.

COMMISSIONER ENNES: Yes.

MR. ENRIGHT: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. ENRIGHT: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MR. ENRIGHT: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Yes.

MR. ENRIGHT: And Chairman Wolfe.

CHAIRMAN WOLFE: Yes. Okay, you've received a unanimous recommendation by the Plan Commission to the Village Board for approval of your petition and it's subject obviously to final approval by the Village Board. And when will that be, Bill? When is the hearing for that?

MR. ENRIGHT: It's yet to be determined. It depends on the public record being provided. It might be April 21st; otherwise, the first Monday in May, dependent upon if we get the record established.

CHAIRMAN WOLFE: Thank you.

COMMISSIONER DAWSON: If you'd like to pick up your plans, we have plans that you can bring to save paper. You can come on up and just pick them up. Some of us have written on them.

COMMISSIONER ENNES: I think that was a good point, get them blown up so that they can see it.

MR. ENRIGHT: You've got to be able to read them.

COMMISSIONER JENSEN: Congratulations. I think it's a good project. It would be a good addition to your center.

(Whereupon, the public hearing on the above-mentioned petition was adjourned at 8:32 p.m.)

STATE OF ILLINOIS)

) SS.
COUNTY OF K A N E)

I, RONALD N. LEGRAND, JR., depose and say that I am a direct record 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.

RONALD N. LEGRAND, JR.

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY OF
_____, A.D. 2014.

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APR - 2 2014

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Written Justification

REVIEW CRITERIA

SPECIAL USE CRITERIA

1. That said special use is deemed necessary for the public convenience at this location.

Kiddie Academy, a day care franchise, has identified a great need for child day care in this area. This location also provides a substantial outdoor area for the children. The need for the use in this area is further provided with the market study submitted with this application.

2. 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 Ridge Plaza is a large center containing many retail uses. The center contains approximately 250,000 square feet and is approximately 90% occupied. The proposed day care facility is proposed in an existing 9,400 square foot tenant space. Consequently, this shopping center is equipped to handle all of the activities of the day care center, including parking and drop-off, without any detriment to the general welfare of persons residing or working in the vicinity.

3. 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.

It will.

LAND USE VARIATION CRITERIA (ALSO APPLIES TO ZONING CODE VARIATIONS)

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

A full traffic study should not be required because this is an existing shopping center. A traffic study analyzing the on-site impacts should be all that is required.

(continued on next page)

2. The plight of the owner is due to unique circumstances.

The proposed special use is in an already existing tenant space in a 250,000 square foot shopping center. The traffic impacts at the Major Arterial (Dundee Rd.) were already addressed when this center was planned and developed. This proposed use will not generate any additional traffic impacts at the Major Arterial than other permitted uses. Consequently, a traffic study analyzing trip generation distribution and impacts to public streets should not be required. Additionally, applicant is providing a traffic study for the on-site impacts.

3. The variation, if granted, will not alter the essential character of the locality.

Again, this is an already existing tenant space in an existing shopping center. It will have no additional impact at the Major Arterial than other permitted uses.

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PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

**MARKET ASSESSMENT
AND
KIDDIE ACADEMY NARRATIVE**

KIDDIE ACADEMY.

EDUCATIONAL CHILD CARE

Operational Description of the Proposed Kiddie Academy of Arlington Heights

Arlington Heights is a well-established community. Its many parks, restaurants, theater, top notch schools and proximity to Chicago make it a very attractive location for diverse families with upward mobility. The demographics within one, three and five mile radius from 960 W Dundee Street are phenomenal. Most dual income households have an acute need for quality child care that incorporates education and learning.

Kiddie Academy Advantage:

Curriculum and other programs:

We are targeting families that not only want a high quality child care center but also one that incorporates structured **excellence** within their children's learning experiences. We will be offering organic foods and maintain a nut-free atmosphere. In essence, our vision and mission will be to provide highly proven research based Kiddie Academy Curriculum, called *Life Essentials*, which is based on four pillars of education- developmentally appropriate curriculum, technology, health and fitness, and character education. We will also be integrating additional core components of Language Based Phonics, Creative Arts, Sciences, Mathematics, and Engineering into our preschool facility. Our center will be at the cutting edge and leader of our competition in many ways; provide our children/families with a fortified curriculum, scientifically based technology programing, online tools for parents, partnering up with classic enrichment programs such as Fermi Labs, S.T.E.M. for early childhood (Science, Technology, Engineering, and Mathematics), Jolly Phonics, Handwriting without Tears, and Universal Assessments such as (AIMS curriculum based measurement) built in within our school curriculum. We will be preparing our children with skills to think outside the box; and creative thinkers utilize deductive reasoning, analyze information, and incorporate technology to enhance their knowledge base for school readiness.

Another way our academy will differentiate itself- Once enrolled, each child will begin their Kiddie Academy pathway with a '*Portfolio of Kiddie Excellence*', which will include their incoming level of assessments, knowledge base, comprehension, and literacy skills, goal setting and all the assessments during the duration of their *path* with us. Before each child enrolls for elementary school; parents, our school, and teacher will have the opportunity to host a triangular conference bridging relative content information between schools and home or parents can simply take their



KIDDIE ACADEMY

EDUCATIONAL CHILD CARE

child's 'Portfolio of Kiddie Excellence' to share with whom they choose. Our children will be armed with a greater advantage as their pathway portfolio will greatly assist elementary school teachers and administrators to individualize and tailor towards the students' needs. As for our before and after school program for school-age children, we will offer a substantial in-house tutoring program as well as offer special enrichment programming and tutoring with nationally recognized enrichment programs such as Kumon, Enopi, Mathnasium, and Huntington.

As the school year transitions over to summer months, all the surrounding facilities offer 'typical' play-like camp atmosphere which blends into the plethora of various park-district programs, summer camps and community events', however many parents have been desiring better options. Our center offer unique and exciting programs that will yet again set us great depths apart from surrounding facilities. During our summer session will offer a multi-lingual, Language-based learning academy, starting with nursery through age twelve. Our school will transform the experience of mundane classrooms into thematic destinations/countries around the globe. For example, given the French language spoken globally around the world, we will transform classrooms into French speaking destinations (Quebec, France, Africa etc.). Teachers will teach French words, share cultural facts, read books regarding the French culture and diversity of that region, complete projects, eat French snacks, and utilize arts of that country. We believe this will again set the bar higher and fortify our standards of excellence.

Technology:

We are building a state of the art facility that is designed with science and technology in mind. Classrooms will be equipped with touch screens and smart boards that allow children to interact with education material. Tablets will be incorporated as part of learning as well. We will have a 'technology library' that children can use to check out tablets and learning applications.

Operation:

When the facility is at full capacity, 17 teachers and teachers assistants plus one 1 director, 1 assistant director and 1 cook will provide care. Additionally, 5 to 7 additional staff members are employed to support the weekly 60 hours of operation. Staff and children begin to arrive at 6:30 AM with most children and staff arriving between 7 and 9 AM. Parents/guardians are required to escort children to the assigned classroom and sign the child in. Only staff and parents of



KIDDIE ACADEMY.

EDUCATIONAL CHILD CARE

enrolled children can access the facility through the use of an assigned PIN code. Visitors and interested parents must ring a chime to gain access. The facility is projected to reach maximum capacity by 10:00 AM each day.

During the day, developmentally appropriate activities designed to promote a child's intellectual, social, physical and emotional growth begin at 9:00 AM when most children are on site. Children are provided morning and afternoon snack and hot lunch. Weather permitting; each classroom is scheduled for one half hour of outdoor activities during morning and afternoon hours.

Afternoon pick up operates similar to drop off. Pick up begins about 3:00 PM with the majority of children picked up between 4:00 and 6:00 PM. As in the morning hours, parents must enter the facility using an assigned PIN number and pick up the child at the assigned classroom. Children are not released to anyone other than a parent, guardian or adult assigned by the parent. As with drop off, the parent must escort the child to transportation from the facility.

Competition:

Kiddie Academy is a nationally recognized brand catering to more than 13,000 children in 120 facilities nationwide. Through data collected from the pole of families using Kiddie Academy services, a third party hired by Kiddie Academy has developed a program that allows us to identify markets where a typical Kiddie Academy parent is likely to reside. The report is then scored against the system. In each meaningful category, this site scored well above the baseline for the system. And in some instances two to three times greater than system wide averages. With this knowledge and our history having resided locally, we determined this location to provide the best opportunity.

Our competition is typically nationally recognized brands that tend to have research driven curriculum and well established protocols and are owner operated as opposed to corporate operated. Goddard and Primrose offer a product that is closest to what we have on offer and neither of those serves this community. Throwing the net further, the other child care centers that might be classified as our competitor are Kinder Care and Chesterbrook Academy and to an extent Bright Horizon. Our nearest competitors are Bright Horizons and Kinder Care. Bright horizon has a capacity of 140 with a waiting list across multiple age ranges. Kinder Care of Arlington Heights shows a similar demand with a waiting list as well. Both have



KIDDIE ACADEMY

EDUCATIONAL CHILD CARE

utilization rates that are in mid to high 90's percentage points and in multiple classes of 100%.

The Facility:

Kiddle Academy of Arlington Heights will operate Monday through Friday between 6:30 AM and 6:30 PM. The facility is designed in compliance with state regulations governing child care. Upon approval, the facility will be licensed by the State of Illinois Department of Children and Family and will seek a licensed capacity for 141 children. The facility is designed with 9 separate age appropriate rooms separated in age groups as follows;

Classroom	Capacity	DCFS Regulated Staff to Student Ratio	Total Staff
Infant	12	1:4	3
Toddler	10	1:5	2
Toddler	15	1:5	3
2 years	8	1:8	1
2 years	16	1:8	2
3 years	20	1:10	2
4 years	20	1:10	2
5 years	20	1:20	1
Before/After	20	1:20	1
Administrator			3
Totals	141		20

In addition to the rooms noted above, the facility also incorporates a kitchen, staff lounge and offices. Convenient access to the facility and parking located in the front allows parents to drop off and shop, pick up and shop or shop and pick up children easily.

The facility is designed with a 4,623 square foot fenced in exterior play area located in the rear. Bollards spaced at 5' centers are placed around the play area for added protection. Access from the facility is the only means of entry to the play area. Exterior gates from the play area are alarmed with panic release devices.



**PROPOSED KIDDIE ACADEMY® OF ARLINGTON
HEIGHTS**



FEBRUARY 6, 2014

Kiddle Academy of Arlington Heights
960 W Dundee Road
Arlington Heights, IL

OPERATIONAL INFORMATION

Days of Operation: Monday thru Friday
Hours of Operation: 6:30 AM - 6:30 PM
Holiday Closings: 6 Major Holidays
Square Footage: 9,400 SF

OCCUPANT CHART

Room	Age Groups	Child per Staff	Capacity	Staff	Administration
1	Infants	4	12	3	
2	Toddlers	5	15	3	
3	Toddlers	5	10	2	
4	2 years	8	8	1	
5	2 years	8	16	2	
6	3 years	10	20	2	
7	4 years	10	20	2	
8	5 years	20	20	1	
9	Before/After school	20	20	1	
				Director	1
				Admin	1
				Cook	1
TOTALS			141	17	3

OUTDOOR PLAY AREA

- Total playground square footage: **4,623** square feet
- Play area divided into a minimum of three separate play areas for safety.
- Infant/toddler area approximately: **578** square feet
- Pre-school play area approximately: 2,290 square feet, and
- School age play area approximately: **1,355** square feet
- Children will have outdoor play twice a day.
- Outdoor play schedules will rotate in accordance with program scheduling (see below). This proposed play schedule is provided for illustrative purposes only and is subject to change based upon age groups.

Infant/Toddler Playground Schedule

- The largest infant/toddler group size at any given time would be **15** children.

Morning

Staff/Child Ratio	Age Group	Time Schedule
1:4	Infant	10:00 - 10:30 AM
1:5	toddler	10:30 - 11:00 AM
1:8	2 years	11:00 - 11:30 AM

Afternoon

Staff/Child Ratio	Age Group	Time Schedule
1:4	Infant	3:00 - 3:30 PM
1:5	toddler	3:30 - 4:00 PM
1:8	2 years	4:00 - 4:30 PM

Pre-School and School Age Playground Schedule

- The largest group size at any given time would be **20** children.

Morning

Staff/Child Ratio	Age Group	Time Schedule
1:10	3 years	9:30 - 10:00 AM
1:10	4 years	10:00 - 10:30 AM
1:20	5 years	10:30 - 11:00 AM
1:20	School Age	11:00 - 11:30 AM

Afternoon

Staff/Child Ratio	Age Group	Time Schedule
1:10	3 years	3:00 - 3:30 PM
1:10	4 years	3:30 - 4:00 PM
1:20	5 years	4:00 - 4:30 PM
1:20	School Age	4:30 - 5:00 PM

TRAFFIC FLOW

HOURS OF OPERATION: 6:30 AM - 6:30 PM

CAPACITY 153

PARENT PARKING

DROP OFF AM

Time	Children Drop off	Cumulative Children	Number of Cars	Times	Children Drop Off	Cumulative Children	Number of Cars
6:30 - 6:40	3	3	2	8:00 - 8:10	13	79	9
6:40 - 6:50	4	7	3	8:10 - 8:20	13	92	9
6:50 - 7:00	5	12	4	8:20 - 8:30	12	104	8
7:00 - 7:10	6	18	4	8:30 - 8:40	12	116	8
7:10 - 7:20	8	26	6	8:40 - 8:50	12	128	8
7:20 - 7:30	8	34	6	8:50 - 9:00	11	139	8
7:30 - 7:40	9	43	6	9:00 - 9:30	8	147	8
7:40 - 7:50	11	54	8	9:30 - 10:00	5	152	4
7:50 - 8:00	12	66	8	10:00 - 10:30	3	155	2

PICK-UP PM

Time	Pick up	Cumulative Children	Number of Cars	Time	Children Pick up	Cumulative Children	Number of Cars
3:00 - 3:10	2	151	1	4:40 - 5:00	10	104	7
3:10 - 3:20	3	148	2	5:00 - 5:10	11	93	8
3:20 - 3:30	3	145	2	5:10 - 5:20	13	80	9
3:30 - 3:40	4	141	3	5:20 - 5:30	14	66	10
3:40 - 3:50	4	137	3	5:30 - 5:40	14	52	10
3:50 - 4:00	5	132	4	5:40 - 5:50	14	38	10
4:00 - 4:10	5	127	4	5:50 - 6:00	12	26	8
4:10 - 4:20	6	121	4	6:00 - 6:10	11	15	8
4:20 - 4:30	7	114	5	6:10 - 6:20	10	5	3
4:30 - 4:40	8	106	6	6:20 - 6:30	5	0	3

PARENT AND STAFF PARKING

TOTAL (AM)

Time	Staff	Total Cars (Staff & Parents)	Time	Staff	Total Cars (Staff & Parents)
6:30 - 6:40	2	4	8:00 - 8:10	11	20
6:40 - 6:50	3	6	8:10 - 8:20	12	21
6:50 - 7:00	3	7	8:20 - 8:30	13	22
7:00 - 7:10	4	8	8:30 - 8:40	15	23
7:10 - 7:20	5	10	8:40 - 8:50	16	24
7:20 - 7:30	6	11	8:50 - 9:00	17	25
7:30 - 7:40	7	13	9:00 - 9:30	19	24
7:40 - 7:50	8	15	9:30 - 10:00	19	22
7:50 - 8:00	9	17	10:00 - 10:30	20	22

Mid-day	Maximum Total Cars
10:30 - 3:00	17

TOTAL (PM)

Time	Staff	Total Cars (Staff & Parents)	Time	Staff	Total Cars (Staff & Parents)
3:00 - 3:10	20	21	4:40 - 5:00	12	19
3:10 - 3:20	19	21	5:00 - 5:10	11	19
3:20 - 3:30	19	21	5:10 - 5:20	10	19
3:30 - 3:40	19	21	5:20 - 5:30	8	18
3:40 - 3:50	16	19	5:30 - 5:40	7	16
3:50 - 4:00	16	19	5:40 - 5:50	5	16
4:00 - 4:10	15	18	5:50 - 6:00	4	12
4:10 - 4:20	14	18	6:00 - 6:10	3	10
4:20 - 4:30	14	18	6:10 - 6:20	3	5
4:30 - 4:40	13	18	6:20 - 6:30	2	6

TRAFFIC FLOW RESULTS

Drop off / Pick up Schedules of Children

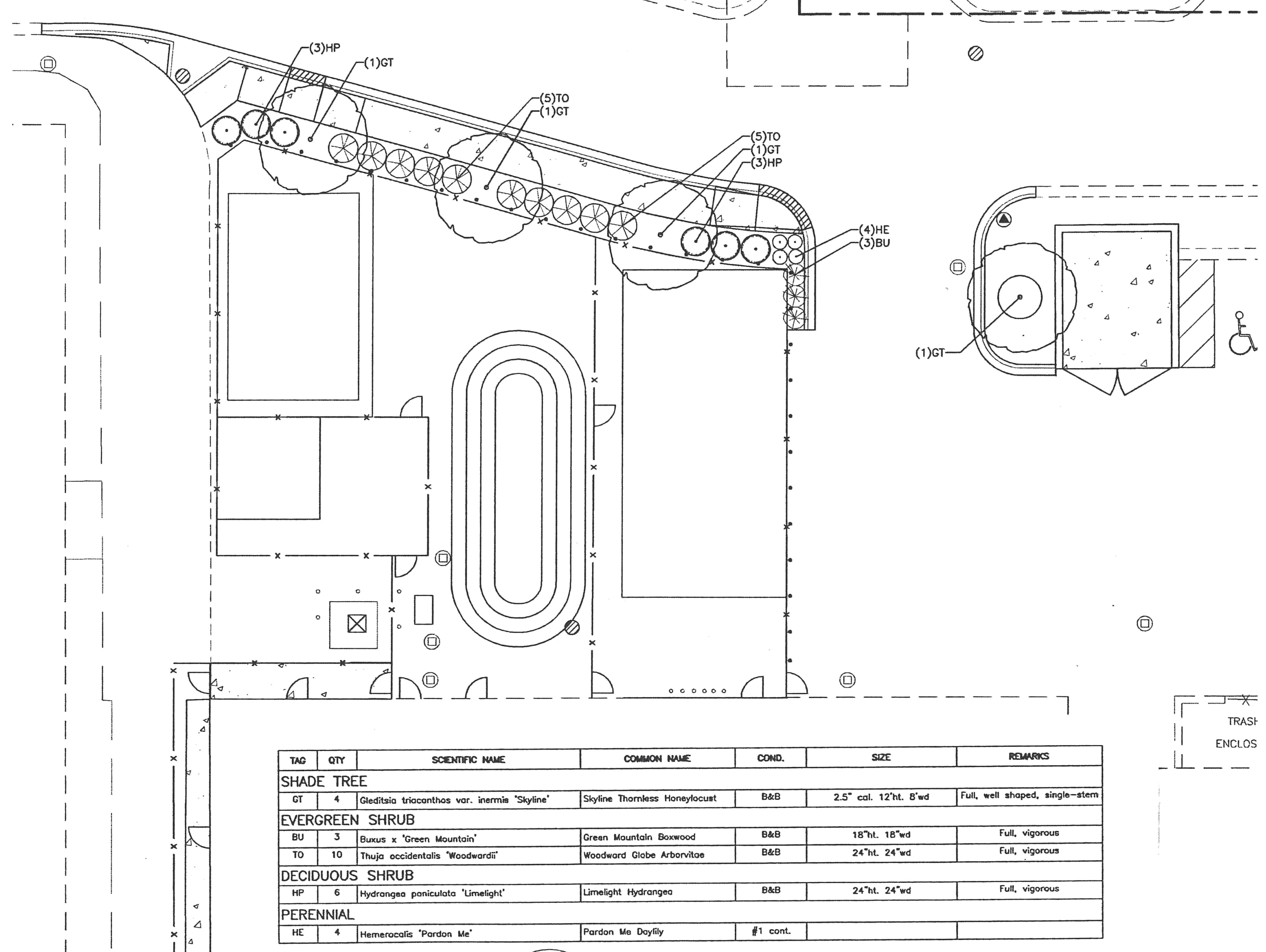
- Approximately ten (10) to thirteen (13) parent cars are projected during peak drop off/pick up intervals of 10 minutes.
- Most children begin arriving during the hours of 7:00 - 9:00 AM. Approximately 1/3 of children enrolled in program are 2 sibling households.
- Pick up begins between the hours of 3:00 - 6:30 PM with interval patterns of every 10 minutes.

Staff Parking

- A maximum of seventeen (17) teachers and three (3) administrators (part time food service personnel, director and assistant director) are planned to maintain staff/child ratios and management of the academy throughout the day. This equates to a total of twenty one (20) staff members.
- Approximately 15% of staff is dropped off at the academy or has another means of transportation to the academy.

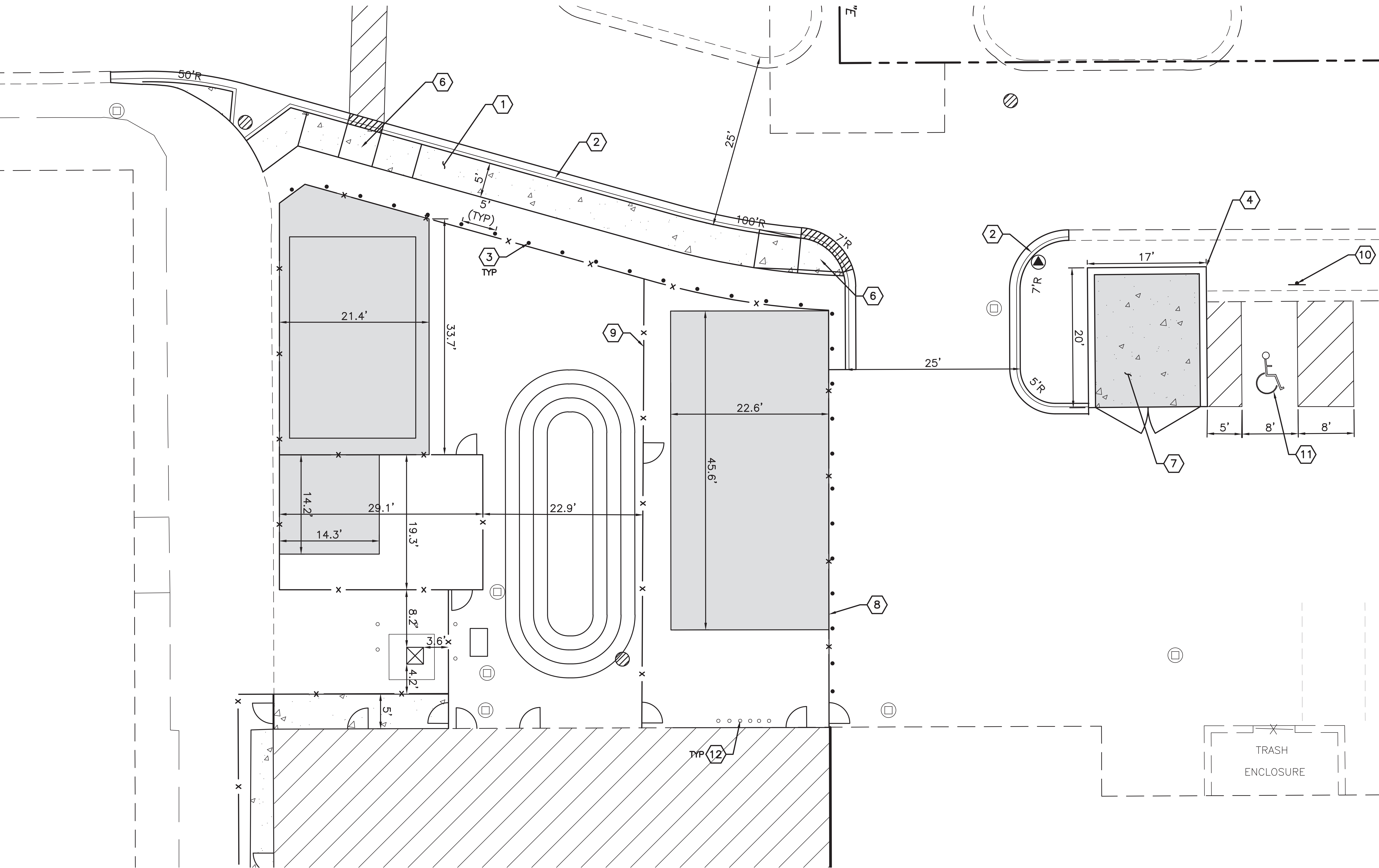
Total Required Parking

- The projected maximum number of parent and staff cars for any period of time is **twenty five (25)**



TAG	QTY	SCIENTIFIC NAME	COMMON NAME	COND.	SIZE	REMARKS
SHADE TREE						
GT	4	<i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Skyline'	Skyline Thornless Honeylocust	B&B	2.5" cal. 12'ht. 8'wd	Full, well shaped, single-stem
EVERGREEN SHRUB						
BU	3	<i>Buxus</i> x 'Green Mountain'	Green Mountain Boxwood	B&B	18"ht. 18"wd	Full, vigorous
TO	10	<i>Thuja occidentalis</i> 'Woodwardii'	Woodward Globe Arborvitae	B&B	24"ht. 24"wd	Full, vigorous
DECIDUOUS SHRUB						
HP	6	<i>Hydrangea paniculata</i> 'Limelight'	Limelight Hydrangea	B&B	24"ht. 24"wd	Full, vigorous
PERENNIAL						
HE	4	<i>Hemerocallis</i> 'Pardon Me'	Pardon Me Daylily	#1 cont.		





MEMORANDUM TO: Michael Palella
Brixmor Property Group

FROM: Javier Millan
Senior Consultant

Luay Aboona, PE
Principal

DATE: March 12, 2014

SUBJECT: Traffic and Parking Evaluation
Proposed Kidie Academy
Arlington Heights, Illinois

This memorandum presents the findings and recommendations of a traffic and parking evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Kiddie Academy to be located within the Ridge Plaza in Arlington Heights, Illinois. The center is located in the northwest quadrant of the intersection of Dundee Road (IL 68) with Ridge Avenue. The Kidie Academy will occupy the 880 W. Dundee Road vacant storefront located east of the X-Sport Fitness facility and will be 9,400 square feet in size. Access to the site will continue to be provided via the existing access drives serving the Ridge Plaza. **Figure 1** shows the location of the proposed redevelopment in relation to the area roadway system and the Ridge Plaza.

The purpose of this study was twofold.

1. To evaluate the on-site traffic and pedestrian circulation patterns to determine any conflict areas that might occur and develop, if appropriate, recommendations to mitigate these impacts.
2. To determine the adequacy of the parking supply in the main parking areas to accommodate the peak parking demand of the proposed day care facility.

Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on a field visit conducted by KLOA, Inc. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices and existing peak hour traffic volumes.



Aerial View of Site Location

Figure 1

Site Location

The site, which is currently vacant is located within the Ridge Plaza just east of X-Sport Fitness. The adjacent land use to the site in addition to the X-Sport Fitness facility is the Rok Bon Ki restaurant to the east. The Kohl's department store is located further east.

Existing On-Site Circulation Characteristics

The Ridge Plaza is served by two main drive aisles. The north main drive aisle (ring road) is approximately 28 feet in width and runs along the Ridge Plaza buildings and is under stop sign control for northbound traffic before it curves to the east in front of Harbor Freight Tool. There are three pavement crosswalk markings within close proximity of the proposed day care facility. All of the parking drive aisles south of the building intersect with the east-west main drive aisle in a perpendicular fashion.

Existing Traffic and Pedestrian Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period traffic and pedestrian counts at the internal intersections of the east-west main drive aisle with the parking lot drive aisles in the vicinity of the site. The traffic counts were conducted on Wednesday October 23rd, 2013 during the weekday morning (6:00 to 9:00 A.M.) and the weekday evening (4:00 to 6:30 P.M.) peak periods. These time periods were selected to coincide with the peak hour activities of the proposed day care facility. Based on the results of the traffic counts, the weekday morning peak hour of traffic occurs from 7:15 to 8:15 A.M. and the weekday evening peak hour 5:30 to 6:30 P.M. **Figures 2 and 3** illustrate the existing peak hour traffic and pedestrian volumes, respectively.

Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the volumes of traffic that it will generate.

Proposed Development Plan

As proposed, the plans call for occupying the existing 9,400 square feet vacant storefront with a day care facility with a maximum of 141 children and 22 employees.

Parking

The day care facility will be served by the existing parking spaces within close proximity of the site. All employees are expected to park in the parking area north of the Ridge Plaza.

Kennicott Ave.

**XSPORT
FITNESS**

10

42,410

**HARBOR FREIGHT
TOOLS**

13,740

12

12

09

08

07

↑ 1 (01)

↓ 5 (14)

↑ 10 (27)

↓ 5 (18)

↑ 13 (34)

↓ 13 (27)

↑ 5 (27)

↓ 4 (33)

LEGEND

- 00 - AM PEAK HOUR (7:15-8:15 AM)
- (00) - PM PEAK HOUR (5:30-6:30 PM)



PROJECT:

Kiddie Academy
Arlington Heights, Illinois

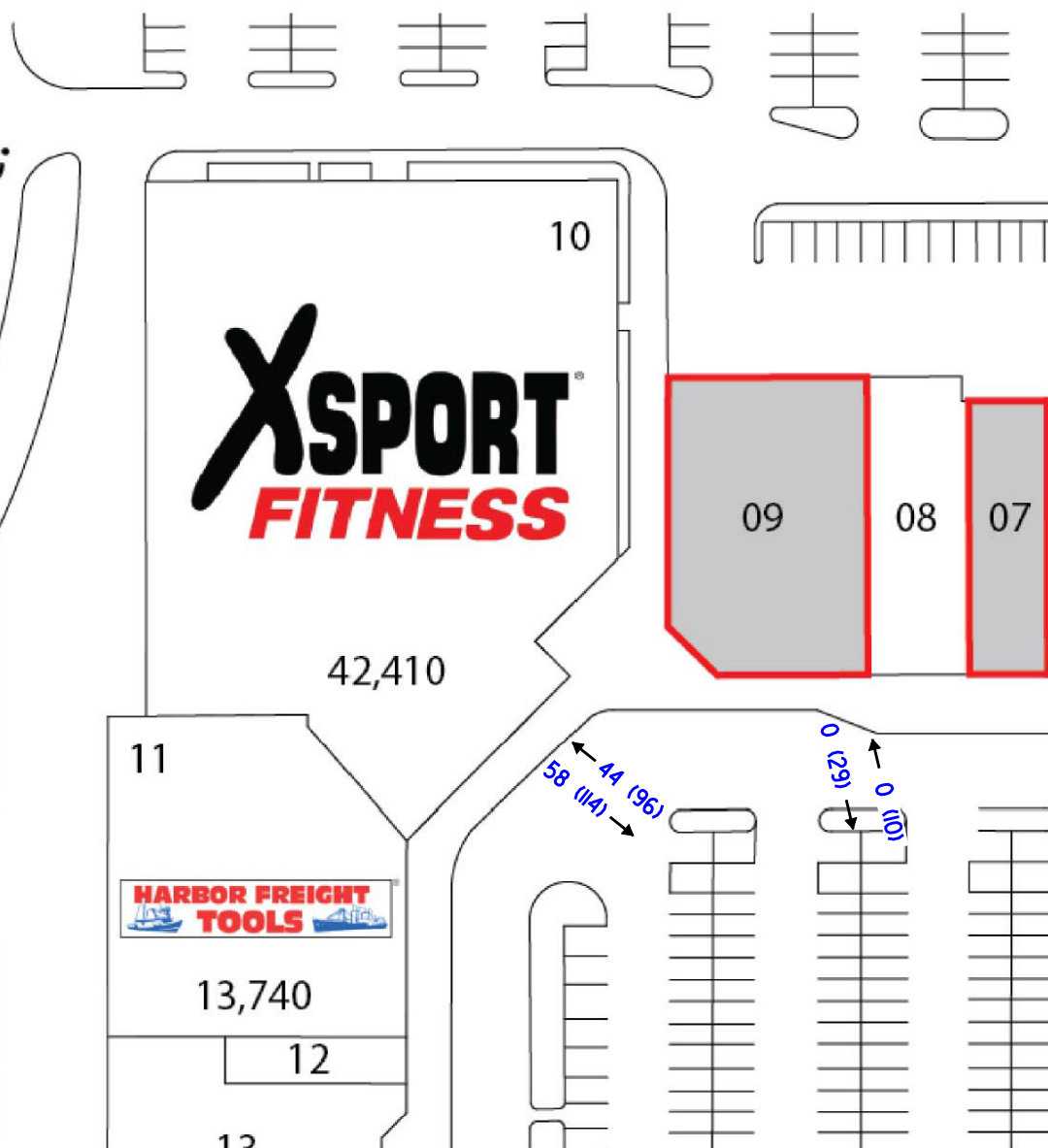
TITLE:

Existing Traffic Volumes

KLOA
Job No: 13-183

Figure: 2

Kennicott Ave.



PROJECT:

Kiddie Academy
Arlington Heights, Illinois

TITLE:

Existing Peak Hour Pedestrian Volumes

KLOA
Job No: 13-183

Figure: 3

Access and Drop-off/Pick-up Operations

Vehicular access to the site will continue to be provided via the existing access drives serving the Ridge Plaza. Pedestrian access to the Academy will be provided via a front door facing the main drive aisle as well as via a rear exit door on the north face of the building.

Parents will park their vehicles in ten designated parking spaces within the parking area south of the site and walk their child to/from the Academy.

Estimated Site Traffic Generation

The volume of traffic generated by a development is based on the type of land use and the size of the development. The volume of traffic generated was estimated using data published in the *Trip Generation, Manual*, 9th Edition, published by the Institute of Transportation Engineers (ITE). **Table 1** illustrates the peak hour traffic estimated to be generated by the proposed day care facility.

Table 1
ESTIMATED KIDDIE ACADEMY TRAFFIC VOLUMES

ITE Land- Use Code	Type/Size	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour		
		In	Out	Total	In	Out	Total
565	Child Care Center – 141 students	57	51	108	48	54	102

As shown in Table 1, the development is estimated to generate approximately 108 two-way vehicle-trips during the weekday morning peak hour and approximately 102 two-way vehicle-trips during the weekday evening peak hour.

Site Circulation and Design

As proposed, vehicles will enter the Ridge Plaza from any of the existing access drives and park their vehicle. Although traffic along the ring road and within the parking aisles will increase as a result of the proposed Kiddie Academy day care center, this increase can be accommodated by the existing drive aisles within the Ridge Plaza and will not have a detrimental impact on the traffic flow within the Ridge Plaza and the pedestrian flow to/from the parking lot. Based on a review of the existing traffic volumes, there are minimal traffic volumes traversing the ring road during the morning and evening peak hours when parents will be walking their children to/from the daycare facility. Furthermore, given the existence of three crosswalks within close proximity to the proposed tenant space, pedestrian accessibility will be maintained. In order to ensure that traffic will continue to move slowly and raise motorists awareness of pedestrians, it is recommended “State Law – Stop for Pedestrians in Crosswalk” signs be posted at all three cross-walks adjacent to the site.

Parking

In order to determine the availability of parking within close proximity to the day care center, parking surveys of the first five parking aisles (from the X-Sport Fitness facility to the east) were conducted. The surveys were conducted on Wednesday October 23, 2013 from 6:00 to 9:00 A.M. and from 4:00 to 6:30 P.M. The surveys counted the number of occupied spaces by row every half hour. Please refer to **Figure 4** for the row number designation. **Table 2** shows the parking demand in the area (in 30 minute increments) for Wednesday.

Table 2

EXISTING PARKING OCCUPANCY - WEDNESDAY OCTOBER 23, 2013

	Parking Rows					Subtotal	Surplus
	1	2	3	4	5		
Inventory	26	62	64	54	55	261	
6:00 A.M.	11	35	25	15	14	100	161
6:30 A.P.M.	15	32	24	19	13	103	158
7:00 A.M.	9	33	24	11	12	89	172
7:30 A.M.	5	34	20	14	10	83	178
8:00 A.M.	5	38	22	12	13	90	171
8:30 A.M.	8	40	24	12	14	98	163
9:00 A.M.	15	49	35	24	19	123	138
4:00 P.M.	15	43	30	17	19	124	137
4:30 P.M.	16	55	43	19	14	147	114
5:00 P.M.	15	58	51	27	20	171	90
5:30 P.M.	18	62	56	34	23	193	68
6:00 P.M.	18	62	57	39	35	211	50
6:30 P.M.	20	62	58	43	41	224	37

As can be seen from Table 1, the peak parking demand in the immediate area occurred at 6:30 P.M. with 224 occupied parking spaces. This translates into a 85 percent peak occupancy with a surplus of 37 spaces. This indicates that the designation of 10 parking spaces for the use of the facility will not negatively impact the availability of parking within the immediate vicinity of the site.



Aerial View of Parking Survey Area

Figure 4

Conclusion

Based on the preceding analyses, the following is concluded.

- The traffic to be generated by the proposed Kiddie Academy day care center will have minimal impact on traffic condition in the adjacent internal intersections.
- The traffic volume along the ring road will not have a negative impact on traffic conditions and the pedestrian flow to/from the parking area.
- A “State Law – Stop for Pedestrians in Crosswalk” sign should be placed on all three crosswalks within close proximity to the site.
- The number of parking spaces available within close proximity to the site will be adequate to accommodate the projected parking demand.

PLAN COMMISSION PROJECT TIMELINE

Project Name: Kiddie Academy
 PC Number: 14-003
 Location: 880 W. Dundee Road
 Requested Action:
 1. Special Use

	Date	# of Business Days
Plat and Sub Committee Meeting	09/25/13	
Awaiting Petitioner PC Application	02/11/14	100 days
Plan Commission Application Submittal Date	02/11/14	
1 st Round Department Comments	02/26/14	11 days
Petitioner's Response to 1 st Round Comments	03/14/14	12 days
Public Hearing Notification	03/25/14	
Plan Commission Hearing	04/09/14	41 days from application date
Village Board	05/05/14	*18 days

Note:

Legal notice; State Statue requires 15 to 30 days notice.

Petitioner was scheduled for Village Board April 21, 2014 but requested the May 5, 2014 Board meeting due to their scheduling conflict.



Item: Arlington Downs - 3400 W. Euclid Ave. - PC14-005

Department: Planning & Community Development

BACKGROUND

An amendment to the previously approved Planned Unit Development Ordinances 12-006 and 12-039 to incorporate 3555 Salt Creek Lane and other modifications to the site and previous conditions of approval, including conceptual approval of a 6,000 s.f restaurant in Zone B.

A Rezoning of 3555 W. Salt Creek Lane from B-3 to B-2. 3.

An Amendment to the Comprehensive Plan for 3555 W. Salt Creek Lane from Offices Only to Commercial.

A Special Use to allow an Amusement Device Arcade, Large. An Amendment to Special Use granted in Ord.#12-006 to allow a hotel that has a total of 161 rooms in Zone B2.

A variation from Chapter 28, Section 5.1-11.1a to allow lodging rooms below the second floor.

A variation from Chapter 28, Section 11.4 to allow a reduction to the required parking from 2,562 parking stalls to 2,013 parking stalls.

RECOMMENDATION

Commissioner Jensen moved and Commissioner Green seconded:

A motion to recommend to the Village Board of Trustees approval of PC#14-005, an amendment to the previously approved Planned Unit Development Ordinances 12-006 and 12-039 to incorporate 3555 Salt Creek Lane and other modifications to the site and previous conditions of approval, including conceptual approval of a 6,000 sf restaurant in Zone B; A Rezoning of 3555 W. Salt Creek Lane from B-3 to B-2; An Amendment to the Comprehensive Plan for 3555 W. Salt Creek Lane from Offices Only to Commercial; A Special Use to allow an Amusement Device Arcade, Large; An Amendment to the Special Use granted in Ord.#12-006 to allow a hotel that has a total of 161 rooms in Zone B2; A variation from Chapter 28, Section 5.1-11.1a, to allow lodging rooms below the second floor; A variation from Chapter 28, Section 11.4, to allow a reduction to the required parking

from 2,562 parking stalls to 2,013 parking stalls.

This approval is contingent upon compliance with the recommendations on the Plan Commission and the following recommendations detailed in the Staff Development report dated April 16, 2014:

1. The proposed restaurant in Zone B shall require Special Use approval.
2. The area around the current Village entry sign shall be landscaped with additional plant material, to be maintained by the owner of Zone D, until such time the new entry sign is installed.
3. The area at the west end of Zone B shall be graded and seeded for grass until such time as the commercial building and related parking is constructed.
4. Compliance with the Design Commission approvals for the Hotel and Family Entertainment Center.
5. A more detailed information about the arcade including hours of operation and intended use shall be presented to the Village Board.
6. The Petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies, in addition to all previous Ordinances for this project.

Commissioner Dawson moved and Commissioner Green seconded:

An amendment to the motion that Number 5 would be related to additional information being presented to the Board related to the operation of the arcade including hours and just more information regarding its intended use.

Roll Call Vote: Commissioner Dawson, Green, Jensen, Lorenzini, Sigalos, Warskow, and Chairman Wolfe voted in favor. Motion carried.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description

[Plan Commission Staff Report](#)

[Aerial](#)

Type

Report

Exhibits

[PC Minutes DRAFT](#)

[Narrative](#)

[Justification](#)

[Master Plan & Data Table](#)

[Landscape Plan](#)

[Floor Plans](#)

[Exterior Renderings](#)

[Traffic Study](#)

[Parking Study](#)

[PC Timeline Tracker](#)

Minutes

Correspondence

Correspondence

Exhibits

Exhibits

Exhibits

Exhibits

Correspondence

Correspondence

Correspondence

STAFF DEVELOPMENT COMMITTEE REPORT

To: Plan Commission
 Prepared By: Bill Enright, Deputy Director Planning and Community Development
 Meeting Date: April 23, 2014
 Date Prepared: April 16, 2014
 Project Title: Arlington Downs Amendment
 Address: 3400 W. Euclid Avenue

BACKGROUND INFORMATION

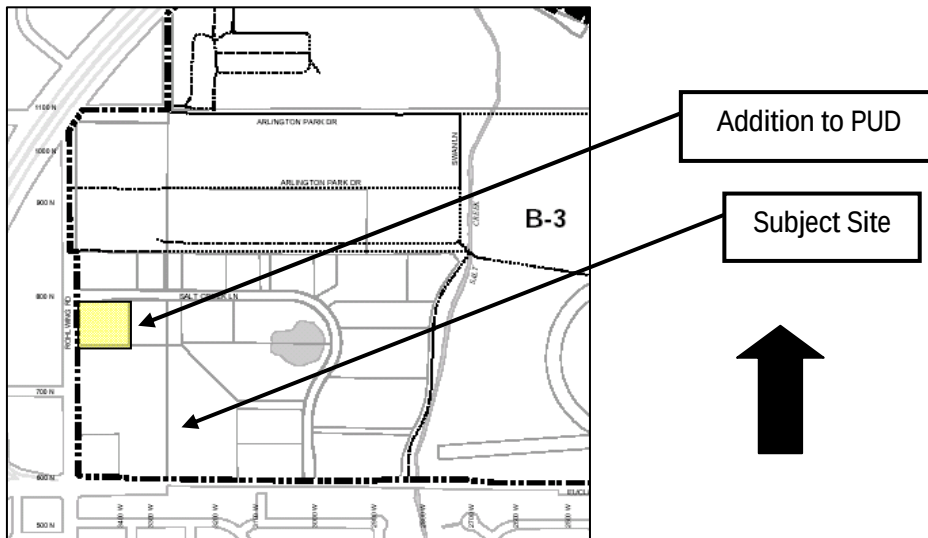
Petitioner: Gary Wendt
 Address: Argent Group
 3400 W. Euclid Avenue
 Arlington Heights, Illinois 60005
 Existing Zoning: B-3, General Service, Wholesale and Motor Vehicle District and B-2, General Business District

Requested Action:

1. An amendment to the previously approved Planned Unit Development Ordinances 12-006 and 12-039 to incorporate 3555 Salt Creek Lane and other modifications to the site and previous conditions of approval, including conceptual approval of a 6,000 s.f restaurant in Zone B.
2. A Rezoning of 3555 W. Salt Creek Lane from B-3 to B-2.
3. An Amendment to the Comprehensive Plan for 3555 W. Salt Creek Lane from Offices Only to Commercial.
4. A Special Use to allow an Amusement Device Arcade, Large.
5. An Amendment to Special Use granted in Ord.#12-006 to allow a hotel that has a total of 161 rooms in Zone B2.

Variations Required:

1. A variation from Chapter 28, Section 5.1-11.1a to allow lodging rooms below the second floor.
2. A variation from Chapter 28, Section 11.4 to allow a reduction to the required parking from 2,562 parking stalls to 2,013 parking stalls.

**Surrounding Land Uses:**

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	B-3, General Service Wholesale & Motor Vehicle District	Various Office and Light Industrial Buildings & Open Space	Offices Only & Mixed Use
South	The City of Rolling Meadows; Single Family Homes		
East	B-3, General Service Wholesale & Motor Vehicle District	Various Office and Light Industrial Buildings	Offices Only & Mixed Use
West	The City of Rolling Meadows; Various Office and Light Industrial Buildings		

Background:

In 2012, the Village Board of Trustees approved the Arlington Downs mixed use development which included the following:

A master development plan for the Arlington Downs mixed use development that was divided into 5 different use zones; Zones A and C: Residential / Mixed Use, Zone B: Hotel and Entertainment (Water Park), and Zones D and E: Commercial. When combined, the Arlington Downs Mixed Use Development as originally approved would include:

- 657 luxury apartment units,
- 300 limited service hotel rooms (in two phases),
- The reopening of the water park with a 1,000 person occupancy and a new 10,000 square foot entry addition along the west building elevation.
- 115,300 square feet of commercial/retail space,
- 2,140 parking spaces.

Current Request

The Petitioner has acquired the lot at the southeast corner of Rohlwing Road and Salt Creek Lane (3555 W. Salt Creek Lane) which is currently developed with a 16,000 square foot office building. This property would be an extension of Zone B of the development, and referred to as Zone B2. The hotel would be relocated from the approximate location just west of the water park to this new location. The Developer has a commitment from Starwood to construct a 161-room hotel. In addition, modifications are proposed to the approved Zone B, including a 6,000 square foot restaurant adjacent to Rohlwing Road, modified parking areas, and a larger "Family Entertainment Center" addition to the Water Park building. A second phase hotel is not contemplated at this time. In addition the petitioner is proposing to not construct the approved parking garage in Zone B, therefore parking in Zone B will be surface parking only. It should be noted that the Special Use approval for the garage will remain in effect if the petitioner wishes to implement this garage in the future. Also in retail Zone D, one of the two 5,100 square foot retail buildings adjacent to the pavilion has been eliminated and the pavilion plaza slightly reduced in size (with the pavilion moved slightly to the east to align with the Tower front doors) to provide an additional 48 parking spaces in Zone D.

Requested Revisions and Amendments to PUD Conditions

The petitioner has requested two amendments to certain conditions of the PUD approval as stipulated in Ordinance #12-006 (Preliminary PUD) and 12-039 (Final PUD), as follows:

- Ordinance #12-006, Section Nine, Building Site Landscaping Condition #1: This condition requires that the petitioner construct a decorative entry sign at the northeast corner of Euclid and Rohlwing as part of Phase One, which is currently under construction. The request is to delay said sign until the retail phase of the project. Staff concurs with the request but recommends that the sign be constructed with the retail Zone D phase or within three years, whichever is earlier.
- Ordinance #12-006 Section Nine Traffic and Parking Condition #7 and Ordinance #12-039 Section Two Condition 2a. both require a left turn lane for east bound Euclid Avenue at the main entry drive to the development, to be installed as part of Phase One (renovation of the former Sheraton Tower). The petitioner has requested that implementation of this improvement be left to Cook County as the County is not requiring said left turn lane at this time (the County is requiring at this time that signage prohibiting left turns during the PM peak is installed). Staff concurs but would recommend that this improvement be implemented concurrent with Phase Two, which is the construction of the hotel and water park addition.

Plat and Subdivision Committee

The Committee met on October 9, 2013 and had a series of general questions. The petitioner was encouraged to move forward with the zoning actions.

Zoning and Comprehensive Plan

Several zoning actions are requested as listed on page 1 of this report. In order to obtain a Special Use the following criteria must be met as follows:

- That said special use is deemed necessary for the public convenience at this location.

- 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.
- 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 petitioner has provide a response to the Special Use request for the Amusement Device Arcade, Large, which is part of the Family Entertainment Center / Water Park. Staff concurs with the request and finds this use unique to the Village and finds no adverse impacts from this use to the surrounding properties. In addition, Staff supports the amendment to the hotel Special Use to relocate the hotel to Zone B2. Staff would continue to encourage the petitioner to explore a second phase to the hotel if market conditions are favorable.

The request requires an Amendment to the Comprehensive Plan for the 3555 W .Salt Creek Lane property, to amend the Land Use Map from Offices Only to Commercial, in order to be consistent with the zoning. Staff supports this amendment.

In addition, two variations are sought which are discussed later in this report.

Building Related Issues

The Design Commission approved the Family Entertainment Center in November, 2013 and the hotel in February, 2014. Several conditions of approval were made and shall be required of the developer as part of the PUD amendment. Overall the new hotel and Family Entertainment Center are of quality design and material and in keeping with the remainder of the development, including the Design Guidelines for this project. More detail on the architecture can be found in the Design Commission report and minutes.

Furthermore, the proposed plan includes lodging rooms on the first floor, which requires the following variation:

- *A variation from Chapter 28, Section 5.1-11.1a to allow lodging rooms below the second floor.*

The Petitioner has submitted a response to the following hardship criteria, justifying the variation, in Section 10 of the binder:

- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone; and
- The plight of the owner is due to unique circumstances; and
- The variation(s), if granted, will not alter the essential character of the locality.

Staff concurs with the request as lodging rooms on the first floor are typical of limited service hotels and have no negative impact on surrounding properties at this location.

Site Plan and Landscaping

Incorporating the Salt Creek Lane property allows for the hotel to be situated at the perimeter of the site, which in turn enhances the newly designed vehicular access in front of the Family Entertainment Center / Water Park. The entrance to this facility is now at the west end rather than the less visible north end, and the new configuration is better for circulation for pick up and drop offs. Although the hotel is somewhat removed from the remainder, the petitioner has incorporated extensive pedestrian walkways to provide safe and direct access from the hotel to the water park and south to the retail and restaurants.

The petitioner has designed a very nice landscape plan which extends the extensive landscaping that is part of the Planned Unit Development. The petitioner has requested relief from one of the conditions of approval regarding the timing of implementation of the corner entry sign at Euclid and Rohlwing Roads. Staff concurs that this element can be delayed until the retail Zone D commences, but there should be a time limit that the sign be implemented within three years if Zone D has not commenced. In the meantime, the area around the current Village entry sign shall be landscaped with additional plant material, to be maintained by the owner of Zone D.

The plaza area which surrounds the pavillion in front of the Zone A residential tower has been modified to allow for additional parking in Zone D. Staff does not object to this modification to reduce the plaza as the pavillion / plaza is still quite large and will provide a very nice gathering space and amenity for the development.

Parking

The petitioner has submitted a revised traffic and parking study. As part of the original PUD approvals, a parking variation was granted to allow a reduction to the minimum number of parking stalls from 2,526 to 2,015. However the parking supply was increased to 2,140 with landbanked parking during the Final PUD approvals, coupled with other modifications which resulted in reducing the parking required to 2,505 (See *Attached Table A for parking code analysis*). The new proposal requires a parking variation to reduce the parking from 2,562 required to 2,013 proposed. This is a slight increase of 38 spaces to the previously approved variation. It should be noted that the reduced parking supply is a result of eliminating the underground parking structure in Zone B (hotel and water park zone).

<u>Parking</u>	<u>Current PUD</u>	<u>Proposed Amendment</u>
Required by Code:	2,526	2,562
Supply:	2,140	2,013
Deficit by Code:	(386)	(549)
Peak Demand (Shared Parking Analysis):	1,891	1,825
Supply:	2,140	2,013
Surplus based on Peak Demand:	+249	+188

The following parking variation is required:

- A variation from Chapter 28, Section 11.4 to allow a reduction to the required parking from 2,562 parking stalls to 2,013 parking stalls.

Said variation can be supported as the petitioner has provided an extensive shared parking analysis which demonstrates that the peak parking demand is estimated at 1,825 at 7:00 PM weekdays and 1,792 at 7:00 PM weekends. The supply, with landbanked parking included, is 2,013 (1,904 without the landbanked parking). Overall the parking supply is adequate to meet peak demand. Analyzing parking zone by zone, there are deficits in Zone B/B2 as much as 120 spaces at 6:00PM weekdays and 107 at Noon weekends, however the adjacent Zone D has a surplus of 99 spaces at 6:00PM weekdays and a surplus of 55 at Noon weekends. The chart below summarizes the combined parking demand / supply for Zones B/B2 and D.

Zone B/B2 and D Parking Demand:

<u>Weekday:</u>	<u>Peak Demand</u>	<u>Supply</u>	<u>Surplus / (Deficit)</u>
Zone B/B2 (hotel and Family Entertainment/Water Park):	495	375	(120)
Zone D (retail/restaurant):	<u>274</u>	<u>373</u>	<u>99</u>
TOTAL:	769	748	(21)

<u>Weekend:</u>	<u>Peak Demand</u>	<u>Supply</u>	<u>Surplus / (Deficit)</u>
Zone B/B2:	482	375	(107)
Zone D:	<u>318</u>	<u>373</u>	<u>55</u>
TOTAL:	800	748	(52)

In addition, Zone A (Residential Tower) includes 37 surface spaces behind the building, with the possibility to increase the parking at that location to 65 with a garage structure. Also, parking agreements could be pursued with adjacent office building owners as the peak parking demand for office don't coincide with Arlington Downs peak demand. As a longer term alternative, The petitioner could implement the previously approved (Ord. 12-006, Section Five) underground garage in Zone B, which could add 175 spaces.

Lastly, the current PUD Ord. 12-006 Traffic and Parking Condition #3 states "If parking provided is insufficient as determined by the Village then the petitioner shall work with the Village to develop a parking mitigation plan that may include, but shall not be limited to, use restrictions and / or providing additional parking."

Traffic

The petitioner's traffic study estimates that the peak traffic generation for the PUD amendment will be 4% to 16% less than the current approved PUD. This decrease takes into account the demolition of the office building that will be replaced by the hotel. The new plan also eliminates the north driveway (which is presently just south of the new hotel location) onto Rohlwing from the site as traffic will now traverse to Salt Creek Lane to access Rohlwing. The current PUD requires several off site improvements which will remain such as, but not limited to, the following:

- Pedestrian activated crosswalk signals at Euclid/Rohlwing;
- Left turn lane for eastbound Euclid Avenue at the main entrance drive;
- Right turn lane on southbound Rohlwing at Euclid.
- Left hand turn lane for southbound Rohlwing into the main access drive.

Overall this plan is has less impact than the current PUD and provides enhanced access and circulation with the access to Salt Creek Lane.

RECOMMENDATION

It is recommended that the Plan Commission recommend approval to the Village Board the following actions:

1. Amendment to Planned Unit Development Ordinances 12-006 and 12-039 to incorporate 3555 W. Salt Creek Lane and other modifications to the site, including conceptual approval of a 6,000 s.f. restaurant in Zone B, and an amendment to previous conditions of approval as follows:
 - a. Ordinance #12-006, Section Nine, Building Site Landscaping Condition #1: That the entry sign at Euclid and Rohlwing Roads be constructed with the retail Zone D phase or within three years, whichever is earlier.
 - b. Ordinance #12-006 Section Nine Traffic and Parking Condition #7 and Ordinance #12-039 Section Two Condition 2a.: That the Euclid Avenue eastbound left turn lane into the main entrance drive be implemented concurrent with Phase Two, which is the construction of the hotel and water park addition.
2. Rezoning of 3555 W. Salt Creek Lane from B-3 to B-2.
3. An Amendment to the Comprehensive Plan for 3555 W. Salt Creek Lane from Offices Only to Commercial.
4. Special Use to allow an Amusement Device Arcade, Large.
5. Amendment to the Special Use granted in Ord. #12-006, to allow a hotel that has a total of 161 rooms in Zone B2.
6. Variation from Chapter 28, Section 5.1-11.1a. to allow lodging rooms below the second floor.
7. Variation from Chapter 28, Section 11.4 to allow a reduction to the required parking from 2,562 parking stalls to 2,013 parking stalls.

Said approval shall be conditioned on the following:

1. The proposed restaurant in Zone B shall require Special Use approval.
2. The area around the current Village entry sign shall be landscaped with additional plant material, to be maintained by the owner of Zone D, until such time the new entry sign is installed.
3. The area at the west end of Zone B shall be graded and seeded for grass until such time as the commercial building and related parking is constructed.
4. Compliance with the Design Commission approvals for the Hotel and Family Entertainment Center.
5. The Petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies, in addition to all previous Ordinances for this project.

____ April 17, 2014

Bill Enright, AICP
Deputy Director of Planning and Community Development

C: William C. Dixon, Village Manager
All Department Heads

Table A: Parking Code Analysis – Approved PUD

Zone	Use	Area	Zone Code	Required Parking	Parking Provided
A	Residential	214 units	2 spaces/ unit	428	470
	Restaurant (Tower)	3,700 SF	1 space / 45 SF	82	
	Health Club	17,350 SF	1 space / 250 SF	70	
	Retail	10,200 SF	1 space / 300 SF	34	
	Total			614	
B	Water Park	1,000 occupants	30% occupancy	300	550
	Hotel-Phase 1	145 rooms	1 space / room	145	
	Hotel-Phase 2	155 rooms	1 space / room	155	
	Total			600	
C	Residential	443 units	2 spaces / unit	886	720
	Office (Medical)	6,600 SF	1 space / 200 SF	33	
	Total			919	
D	Restaurant	6,300 SF	1 space / 45 SF	140	325
	Bank	4,700 SF	1 space / 300 SF	16	
	Medical/Dental	16,500 SF	1 space / 200 SF	83	
	Retail	18,700 SF	1 space / 300 SF	62	
	Total			301	
E	Medical/Dental	5,900 SF	1 space / 200 SF	30	75
	Retail	12,200 SF	1 space / 300 SF	41	
	Total			71	
	Gross Total			2,505	2,140

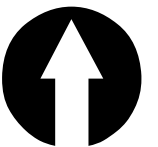
Table B: Parking Code Analysis - Proposed Modifications

Zone	Use	Area	Zone Code	Required Parking	Parking Provided
A	Residential	214 units	2 spaces/ unit	428	470
	Restaurant (tower)	3,700 SF	1 space / 45 SF	82	
	Health Club	17,350 SF	1 space / 250 SF	70	
	Retail	5,100 SF	1 space / 300 SF	17	
	Total			597	
B	Water Park	1,000 occupants	30% occupancy	300	375
	Hotel: Rooms	161 rooms	1 spaces/ room	161	
	Hotel: Conference space	4,600sf(300 person)	30% occupancy	90	
	Restaurant	3,500 SF (seating)	1 space / 45 SF	78	
	Family Entertainment	9,000sf (160 person)	30% of occupancy	48	
	Total			677	
C	Residential	443 units	2 spaces / unit	886	720
	Office (Medical)	6,600 SF	1 space / 200 SF	33	
	Total			919	
D	Restaurant	6,300 SF(14,400)	1 space / 45 SF	140	373
	Bank	4,700 SF	1 space / 300 SF	16	
	Medical/Dental	15,600 SF	1 space / 200 SF	78	
	Retail	19,600 SF	1 space / 300 SF	65	
	Total			299	
E	Medical/Dental	5,500 SF	1 space / 200 SF	28	75
	Retail	12,600 SF	1 space / 300 SF	42	
	Total			70	
	Gross Total			2,562	2,013



Arlington Downs - P.C. 14-005
3400 W. Euclid Ave.
Prepared by the Village of Arlington Heights
Department of Planning and Community Development
April 23, 2014

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DRAFT

PLAN

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

COMMISSION

RE: ARLINGTON DOWNS; PC #14-005

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
23rd day of April, 2014, at the hour of 7:30 o'clock p.m.

MEMBERS PRESENT:

MICHAEL WOLFE, Chairman
LYNN JENSEN
MARY JO WARSKOW
BRUCE GREEN
JOE LORENZINI
SUSAN DAWSON
JOHN SIGALOS

ALSO PRESENT:

BILL ENRIGHT, Deputy Director

DRAFT

CHAIRMAN WOLFE: Okay. The meeting of the Plan Commission is hereby called to order. And the first item is to please stand with me and recite the pledge.

(Pledge of allegiance.)

CHAIRMAN WOLFE: Bill, would you take the roll please?

MR. ENRIGHT: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. ENRIGHT: Commissioner Jensen.

COMMISSIONER JENSEN: Here.

MR. ENRIGHT: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MR. ENRIGHT: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. ENRIGHT: Commissioner Warskow.

COMMISSIONER WARSKOW: Here.

MR. ENRIGHT: Chairman Wolfe.

CHAIRMAN WOLFE: Here. The first item on the agenda is PC #14-005, Arlington Downs, Amendment to the PUD Ordinance 12-006. Is the Petitioner here?

MR. WENDT: We are.

CHAIRMAN WOLFE: Okay, Bruce -- or I'm sorry, Bill, have all the proper notifications been given?

MR. ENRIGHT: Yes.

CHAIRMAN WOLFE: Okay. Whoever is going to testify on behalf of the Petitioner should stand and I'd like to swear you in.

(Witnesses sworn.)

CHAIRMAN WOLFE: Thank you. Okay, why don't you come forward and please state your name and spell your last name for the record and provide your address?

MR. ENRIGHT: That's the clicker.

MR. WENDT: We can the slide show first?

MR. ENRIGHT: That's the clicker, okay, so you can move them, the lower button moves it ahead, the lowest one.

MR. WENDT: Good evening. My name is Gary Wendt, W-e-n-d-t, with the Argent Group. Also with me is Ed Gausselin, my partner with Argent, Tom Trandell with the owner, Arlington Devco, and Steve Corcoran with Eriksson Engineering. If there are any questions, we're all here to reply to those.

We prepared just a few slides to -- oops.

MR. ENRIGHT: The lowest button.

MR. WENDT: Lowest button, thank you. This slide is at the time of initial purchase, which was June 10th, 2011. For those of you who have been Commissioners for a long time, you've seen many of

these slides and we have the property at the corner of Euclid and Rohlwing Road, and now going up to Salt Creek Lane.

This is the Sheridan as it looked in 2011, and it looks far different now. I felt that we should just look at some of those progress pictures of Tower 1 as we call it, the rehab of that hotel which was 420 plus rooms to 214 apartments. This slide is at the completion of gross demolition in June of 2013. The large excavation in front is the area where about 60,000 square feet of meeting rooms had been in two-stories. It now is a parking facility for the tower. You can see this, the parking facility, the concrete at grade, two-stories underground. And we call this a good day, this past winter, we didn't have many of them, but progress continued and this was the point in time that we were where the entire skin has been removed and you can see the concrete structure which was being reinforced and parts of the new facade up at the top.

Tower 1, as we call it, snapshot yesterday where the windows are completed, on the second floor up through the 9th floor, through the 10th floor, excuse me. Then the top two penthouse floors, 11 and 12, are progressing. And the new roof is going on. What you'll see at the very top where you'd see some of the columns will be the addition, the amenity deck as illustrated in this rendering. And we're projecting completion to be in fall of this year.

That just takes us kind of up to a point, and this slide is indicating the increased land area and really the reason why we're seeking an amendment to the planned unit development. The initial plan, which we'll see in just a moment is about 25 acres, and Arlington Devco has purchased two additional acres at the far north, that white roof L-shape building which is at the boundary of Salt Creek Lane and Rohlwing Road. So, when we acquired that, we studied the overall master plan. This is the plan that was approved in June of 2012, the 25 acres as I mentioned. Is this also a pointer?

MR. ENRIGHT: They won't be able to see it.

MR. WENDT: Okay, thank you. So, this evening, we're focusing on the changes to the master plan as indicated by the Staff report. But it is, looking at the Zone B where we depicted two hotels of about, well, 300 keys in total at the north portion, and one additional retail pad that we're electing to shift over.

So, this is a snapshot of what was approved, and now we're looking at the master plan as proposed with 27 acres. To the far north is the hotel, which is with Four Points by Sheridan at 161 rooms. To the south of that along Rohlwing Road is a restaurant pad. And then going to the east in Zone B is the addition to the water park, new entrance to the water park, which is also termed as a family entertainment center. One other modification from the approved plan is the deletion of an additional restaurant pad along the area of the

boulevard and along the area of the plaza space.

Just for reference, this is the master plan data that is being proposed, and the proposed landscape plan. Just spending a moment on the landscape plan, the concept of a walkable community, a destination place, was important to us early on, and we attempted to carry that theme through as we expanded into the two acres to the north. So, as you can see, we have a lovely green space in front of the tower with the pavilion, a series of walkways, and trees connecting those points of interest and the continuation of walking past to the north section and the east-west path from the proposed restaurant area to the new entrance point of the water park.

Two buildings that are ready to go forward is the Four Points by Sheridan, this being a northeast view. The building is a six-story, as I said earlier, 161 rooms. Includes an area in the lower level for meeting rooms, a pool, and fitness center. There will be a small restaurant bar as part of this hotel.

And this is a view from Rohlwing Road and the entry point to the hotel with the covered walkway. Of course this has been reviewed and approved by Design Commission and carries through with the design guidelines that were previously approved.

The second element of phase 2 was within this Zone B. The area that we're focusing on for the amendment is the addition to the existing water park. And we're creating about a 10,000 square-foot addition and a focal point, an entry point, as you can see here with a cylinder shape and the pyramid skylight which reflects the shape that we had on the east side. The family entertainment center or the FEC as we nickname it is more of a dry amusement arcade, and then it connects to the water park itself.

Another view of that water park.

CHAIRMAN WOLFE: What view is that? From what direction is that looking from?

MR. WENDT: That would be looking north and east a bit from, if you can picture the boulevard that we're creating, I can go back to the plan if that would be helpful.

So, using the landscape plan here, if you follow the entrance point from Rohlwing Road and then take that east a little bit, north being up, that view would be looking toward the new entry point. So, north and east of that. Thanks, Bill. Yes, so that box in that portion is the addition. And then the series of higher roofs are the existing water park.

This view shows, on the left-hand side where the blue tubes are, the existing water park which is about a four-story space, and then the addition that we have to the right of that. And the mass in back of course is the existing tower.

So, just in closing, the Petitioner agrees

completely with the Staff Development Committee report prepared for this hearing, and we seek full endorsement of the Plan Commission this evening. We continue to have an excellent working relationship with Staff and the Village and look forward to continuing on this multi-phased development.

CHAIRMAN WOLFE: Thank you. Anything else for now?

MR. WENDT: No.

CHAIRMAN WOLFE: Okay, great. Have a seat. And then, Bill, can you please give the Staff report for the Village?

MR. ENRIGHT: Certainly. Chairman Wolfe and members of the Plan Commission, there are several actions being sought by the developer. First is an amendment to the previously approved preliminary and final PUD ordinances from 2012 which would incorporate the property at 3555 West Salt Creek Lane and other modifications to the site plan and previous conditions on approval including conceptual approval of the 6,000 square-foot restaurant in Zone B. Second action is the rezoning of 3555 West Salt Creek Lane from B-3 Commercial to B-2 Commercial. Thirdly, an amendment to the Village's Comprehensive Plan for 3555 West Salt Creek Lane from offices only to commercial. And fourthly, a special use to allow an amusement device arcade, large, that is for the family entertainment center adjacent to the water park. And lastly, an amendment to the special use granted in the preliminary PUD to allow a hotel that has 161 rooms in Zone B2.

Two variations are sought. One is a previous variation from the hotel approved in 2012, a variation to allow lodging rooms below the second floor. And secondly, a variation to the parking code to allow a reduction in parking from 2,562 to 2,013 parking stalls which is very similar to the previous parking variation that I'll get into shortly.

The Staff Development Committee which consists of the department heads of the Village are supportive of this project. We think it's an enhancement to the overall project. We have been in discussions with the Petitioner and developer to, in the future, try and continue to solicit additional hotel rooms. The current PUD allows up to 300 hotel rooms in two phases. That is changing with this proposal, amending that special use to reduce the number of hotel rooms to 161. However, the developer has indicated that if there is a market for additional hotel rooms down the road, that they would certainly look at that possibility, and it would possibly require additional property being brought in or an amendment to the plan. But nonetheless, the ability to attract the Starwood moniker and attract a 161-room hotel is certainly a very positive addition to the project. It's always been contemplated but it's a lot more secure now and it moved a lot further than back in 2012. So, that's a good news for the project overall.

With respect to parking, as I mentioned earlier, the variation in magnitude is about the same as it was back in 2012. There has been some increases in parking demand and some decreases with the project. And there's been some additional parking in certain areas and reduction in other areas. However, overall, the project does meet the parking supply and demand because the developer has done a very intensive shared parking analysis, because not everybody is going to use, you know, be there at the same time and there can be dual users of spaces depending upon what hour of the day it is.

In your packet, there is a very detailed parking study hour by hour for projections for each of the various zones in the project. And the ones that we really focused on were the Zone D which is the retail component that would front along Rohlwing Road and also along Euclid Avenue. And then also the hotel zone which is now B and B-2 with the additional property if approved. Between those two properties, there are some deficits at peak, but keep in mind that's the peak hour, and that deficit is the worst case scenario as projected. But at different hours of the day, the farther you get away from that peak, the numbers change in the positives. But there is during the weekday in those two zones a deficit of 21, and in the weekend at noon a deficit of 52 with the weekday peak being around 6:00 p.m.

So, those deficits that are projected can actually be made up by additional parking that could be instituted on site which are requirements of the original PUD, one of which is to build additional parking behind and to the east of the Sheridan Tower that they're renovating now for their luxury apartments. So, there could be additional parking through land-bank installed there that would add about 65 spaces to the net. Those spaces would probably be reserved for, or utilized by employees because they're a little bit off the beaten path for anybody coming to the retail zone, and certainly the hotel zone. In addition, there is ample parking in the adjacent office buildings near the hotel just to the east of the hotel, although that would require the developer to reach either a written or a verbal agreement with those property owners. But the benefit of that is those office buildings are largely not utilized in the evenings or on weekends per a typical office building. So, there is potentially available parking there as well.

And lastly, if parking were to be an issue as this project develops, there's a couple of mechanisms the Village really has control over, one of which is a large generator of parking and certainly in Zone D and in Zone B with the restaurant proposed conceptually, is that the restaurants really drive a lot of the parking. And each restaurant is going to have to come before the Plan Commission in the future once they have those restaurants identified

and they'll have to obtain a special use. And as part of that, we will, and then this will come in phases, too, over time, and parking can be continually analyzed, not too dissimilar from the downtown where we continually analyze the downtown parking situation as it changes and as it evolves.

So, you know, there are existing conditions in the PUD which would still hold, that additional parking measures if necessary would have to be undertaken, some of which is the land-bank parking that I mentioned earlier. But also, the underground garage for Zone B would still be in place. Even though the plan here as contemplated would not include that, the special use for that that was granted in 2012 in Zone B is still valid and, unless repealed, would continue to be valid, and we're not recommending that it be repealed. So, if in the future there is a decision that additional parking be needed in that area, the Zone B and B-2, there is the opportunity to implement, from a zoning standpoint, additional parking in maybe a two-level underground structure or one-level underground and one level at grade.

So, there are options. Parking on a big project, like I said, in the downtown is always going to be of concern and issue. These are projections as best as their consultant can do and the Village can analyze. But we feel that we have the fallback options to address these issues. And also, the zoning controls in the future with the restaurants that each have to come through the process to get approved.

Staff is again supportive of the project and recommends the zoning actions and variances, the developer has met the criteria to justify the variations, and is recommending approval of the project and the related amendments to the existing ordinances and the rezoning as stipulated in the recommendation, items 1 through 7. In addition, there are five conditions of approval that are recommended: that the Zone B restaurant shall require a special use; that the current Village entry side which is at the corner of Arlington Heights Road and Euclid be landscaped in the interim until a more permanent or a more elaborate sign is built in the future; third, that the area west, that the west end of Zone B which is the future site for a 6,000 square-foot restaurant in the interim be seeded with grass so that it has a nice appearance; obviously compliance with the Design Commission approvals for the hotel and family entertainment center; and overall that the Petitioner shall comply with all federal, state and Village codes, regulations and policies in addition to previous ordinances approved for the project.

So, that would conclude Staff's report at this point and we're open for questions from the Plan Commission.

CHAIRMAN WOLFE: Thank you. Is there a motion to

accept the Staff report?

COMMISSIONER JENSEN: I'll make that motion.

CHAIRMAN WOLFE: Second?

COMMISSIONER WARSKOW: Second.

CHAIRMAN WOLFE: All in favor?

(Chorus of ayes.)

CHAIRMAN WOLFE: Opposed?

(No response.)

CHAIRMAN WOLFE: Okay, the Staff report is made a part of the record. Commissioner Sigalos, why don't we start with you? Any questions?

COMMISSIONER SIGALOS: Just have a couple. The original plan showed the two hotels being located just west of the water park. And this one is putting it farther north of, northwest of the water park. I don't see pedestrian walkways connecting this. It says here that you've added pedestrian walkways but I'm just seeing parking lot and driveways. Am I missing something? Where are the pedestrian walkways?

MR. WENDT: The pedestrian walkway is in front of the restaurant and going north. What's not depicted in this master plan is the porte-cochere and the covered walkway that we have in front of the hotel. You may recall that in the rendering. Then as we continue from the point of the restaurant, there's additional walkways going east and crossing over to the family entertainment center. There are walkways where it says Zone B north and south connecting to the main series of walkways in front of the tower and in front of the retail as was earlier depicted.

COMMISSIONER JENSEN: So, let's say if a family is in the hotel, and they'd be allowed to use the water park for a fee or whatever?

MR. WENDT: Yes.

COMMISSIONER JENSEN: Do they have to go kind of a circuitous route to get to the water park? Not kind of a direct pedestrian walkway to it?

MR. WENDT: The water park --

COMMISSIONER JENSEN: They would be really cutting through the parking lot and walking through the driveways and so forth, I would foresee that happening.

MR. WENDT: We have considered that and our further studying, a shuttle system that may be part of the hotel and yet it's about a block or less walk. I recognize that that would be the case in inclement weather, and that's when a shuttle may be most appropriate. Also recognize that this water park, unlike those in, say Wisconsin Dells where they're really 95 percent or even in some cases 100 percent of the participants or the users of the water park need to stay in

their lodge, those are dedicated rooms then for the water park. In this case, it's a mix. We'll have perhaps 50 percent of the users of the water park are day guests and parking on surface, and so they are accommodated through the network of walkways that you see and parking closer.

The other reason the hotel is located where it's at, first off, we want good visibility, and that six-story building will be seen from Route 53. It is a hotel that will serve business travelers and others as much as the families that are using the hotel and the water park.

COMMISSIONER SIGALOS: And again I understood that you say that if the market conditions improve, that there may be a second hotel as part of this development. Where would that go?

MR. WENDT: As you can see, this plan is rather aggressive and we recognize that it is taking the footprint of the 27 acres with the parking demands and the restaurant pad. So, as we look at it, the second hotel would be in a nearby adjacent property, and that would be market-driven. So, that's why we have downgraded the request from the 300 rooms to what we are ready to build at 161 rooms.

COMMISSIONER SIGALOS: Your original plan had an underground parking garage, correct?

MR. WENDT: Yes.

COMMISSIONER SIGALOS: And now this has gotten away from that? This will all be surface parking? There will no longer be underground parking?

MR. WENDT: In Zone B for the areas, it would be surface parking. We have completed the underground parking for 314 spaces which is serving the residential community.

COMMISSIONER SIGALOS: Residences, right.

MR. WENDT: The future residential apartments would also be served with a structured parking. But candidly, the economics of an underground parking garage would not be supported by a hotel.

COMMISSIONER SIGALOS: My last question was the hotel that was there was a Sheridan, and now I see this Four Points is a Sheridan hotel. And I'm just curious what's changed that Sheridan couldn't make it there before, and it's been vacant for a number of years. And now they're going to come back and build another hotel in the same site.

MR. WENDT: Arlington Devco will be the franchisee, excuse me, and working with Sheridan. But it's a limited service hotel. Four Points is not the full-service or convention hotel that was there and so viable for 40 years. I think if you recall that early slide, you can see some of the reason why that hotel was any longer successful. It was also perhaps a flaw in their business plan to create the adjacent water park and tie what's a business and a

convention and a hospitality center to a family entertainment. This is part of the reason why we have separated physically the hotel from the water park. We've also separated the entrance and there is no entrance point to the residential tower. So, we're trying to deal with the existing condition of the water park and those dynamics as we see it.

COMMISSIONER SIGALOS: Okay. And then the last question I have is regarding the land-bank parking. Where would that be?

MR. WENDT: The land-bank parking is in that triangle. Early studies from the previously approved ordinance shows a two-level parking facility there. And then along the east-west drive going off to Salt Creek would be parallel parking, and I think picking up some additional parking on that south side of that same street.

COMMISSIONER SIGALOS: Okay. Thank you, that's all I have right now.

MR. WENDT: Thank you.

CHAIRMAN WOLFE: Thank you. Commissioner Dawson?

COMMISSIONER DAWSON: Could we go back to that slide that had the previous plan? I just want to see where that parking, where was the parking lot, the parking facility that is now, the structure that is not now going to be built?

MR. WENDT: The entire footprint, if you think about the rectangle from the outside edges of the hotel and down, so the hotel would be built on a podium and two levels of parking was contemplated underneath.

COMMISSIONER DAWSON: Okay. We're not talking about --

MR. WENDT: And that area was the ramp up and down.

COMMISSIONER DAWSON: So, it's staying in, so is there, I'm just trying to clarify, does this now allow for, the current PUD would allow for aboveground parking or would only allow for underground parking if at a later date they wanted it?

MR. ENRIGHT: Only underground which is what was approved before.

COMMISSIONER DAWSON: Okay, that's what I was just trying to clarify. Okay. Can I, if we can go back to the other slide? I do have some concerns about just, like we just discussed, about the distance now that families have to walk to get to the water park. And I'm a little concerned that we're not further along in discussing the safety aspects. So, I do take my children to a water park a couple times a year and we do have to walk from where we're at to the park. And I spend that whole time screaming stop running, slow down, get back here, because they cannot, literally cannot control themselves to get to the water park.

In the previous plan, we were so close to the water park, I didn't have those concerns. Now, we're going to have

families walking out there. I'm just a little concerned. And I would like to see more information at this stage about how we're going to be protecting these children as opposed to kind of guesses, though perhaps we can't, you know, perhaps we're so far, I mean this isn't even the first phase, right? I don't know if there is any way to have to be able to revisit this later. I'm just a little concerned with just putting my rubber stamp on a hotel without understanding, it's going to have a lot of children in it due to the water park, without understanding how those children are being protected through the parking lot. And I don't know that you can address that today or not.

MR. WENDT: Certainly we would have those same concerns, and safety of the children and the families is very important. I said earlier that we'd be looking at a shuttle, and a shuttle that is only going three quarters of a block. That may be cumbersome to a family but it certainly is an option, and a safe option.

The walkways and the protected crosswalks that we show I think are designed in for that occurrence where families elect to walk from the hotel to the entrance of the water park. The other half that have driven and parked are into a normal situation of walking from a parking area to the water park. So, it's a mixed kind of use of the facility.

COMMISSIONER DAWSON: You know, I guess, Bill, I'm looking to you. I mean when we get, they won't have, the hotel won't have to come back to us, you know, about this. So, will Staff, when this plan is getting in place with the hotel, because I can appreciate that we need to get this approved, we need to get this project moving forward and we can't go through each one of these minute details today, but will Staff be looking, can Staff assure us that they are going to be looking closely at this issue when that hotel goes into place?

MR. ENRIGHT: Well, I think we have. And certainly you can, you know, direct Staff through your motion tonight to further investigate other options to enhance the walkway system. But I mean I think there are several things to keep in mind. First of all, you know, not everybody going to the water park is actually going to be even using the hotel. I mean I don't know what the percentage breakdown is, you'd have to ask the Petitioner, but there will be a lot of people just coming here for the day and, coming and then leaving. So, I don't know, you know, percentage-wise how many people are actually going to be walking from the hotel to the family entertainment center.

As far as parking lots go, this is probably one of the better parking lots I've seen in the Village in terms of trying to get pedestrians from point A, their car, to point B which is the entrance. As you know from the plan, they have a very nice, well-

protected walkway through the middle of these landscaped islands. In fact, they've added a little, you know, extra space here to make it fit. There's obviously crosswalks, so we want to make sure that there's, you know, proper signage there for cars to be alert, but I just think having those crosswalks there with proper signage is a positive. I mean this is a parking lot, it's not crossing the street but you know how people drive sometimes.

I mean there's always going to be issues in parking lots whether you're shopping at, you know, the grocery store and having to walk through a parking lot, but at least here you don't really have to walk through the parking lot. There are safe pathways going down. You have to cross some parking roads at some point, but for the most part most of your traverse from the hotel down and over to the family entertainment center is in a path that is protected within these landscaped islands.

So, I think the key thing is making sure that they have proper signage at these points of conflict between pedestrians and vehicular access.

MR. WENDT: One other thing I'd like to add, and I'm going to go back to the previous slide, you can see that the north exit and entry point is being removed in the proposed slide as we have expanded to the north parcel. We felt that that curb cut was no longer necessary and it really softens the, if I can use that term with traffic, the drive aisles and the rest. So, a lot of thought went into the overall master plan and expanding it into the campus that you see. And sidewalks and their walkability was very important as pointed out by Staff early on.

COMMISSIONER DAWSON: Do you know yet where the signage will be alerting to the hotel? I mean I can see, that's great because having a curb cut there and a driveway there would be concerning. But if we're alerting people prior to the entrance, that first entranceway, or I guess it's not the first, it's the main down, down there, if we're alerting people to the hotel there, people are going to be turning in right to turn left to get to the hotel. But if we're alerting people farther on so that we're kind of forcing them on to make the right there on Salt Creek Lane, then you're really minimizing traffic so traffic really is just zipping around, getting into the hotel and we're really, we're moving a lot of congestion from children walking to and from the park.

So, has that been considered, where the signage would be alerting people to turn into the hotel?

MR. WENDT: I'm going to go to the renderings and you can see that we're showing this view, signs at the roof level on the front and on each side. So, I think that the building itself will be the signpost if you will.

COMMISSIONER DAWSON: Okay.

MR. WENDT: Of how to get to the hotel. Someone coming eastbound on, I'm sorry, going west on Euclid may turn into the boulevard and turn up. If someone is coming from 53, I think that they will take that route that you were suggesting was a bit, providing greater safety.

COMMISSIONER DAWSON: Okay. The rest of my questions relate to this arcade concept. And it kind of goes along with my earlier theme of I'm a little concerned about granting a special use, though I have no objection to an arcade and I think it's a terrific addition. I think it will really help enhance the facility, but I'm just a little concerned about granting a special use with having no information about the facility itself, you know, the hours and I don't know, other information. So, you don't, you're asking for the special use.

I guess what I'm saying is we're carving out a requirement that the restaurant has to come back for special use. Why are we not carving out that the arcade, I mean that we can encourage the arcade tonight and we can affirm that we think it's a great use for the property but that we need the actual operator when they're identified to come back to Plan Commission for more information about the operations? Now, who am I looking at?

MR. WENDT: I will point out in your packet the half-size drawings of the hotel, all elevations, all floor plans, as well as the same on the family entertainment center. So, that has been vetted through the Design Commission and as part of the information that you have. The reason we are detailing those two buildings is that we're ready to begin those this summer, the hotel and the family, the FEC.

COMMISSIONER DAWSON: You don't have an operator identified is my understanding from the packet, that there is not an operator for the arcade identified. That you're asking for the special use so that you can go out and mark it and identify an operator.

MR. WENDT: Arlington Devco is in joint venture with Wilderness who have entertainment centers and water parks throughout the country, in Wisconsin Dells as well as Pennsylvania and down in Sevierville. So, this is an operator, owner-operator and our joint venture partner in this portion of the project. They have water parks in just Wisconsin Dells itself that is about ten times what we have in terms of footprint here, and I believe over 2,000 rooms. And likewise in the other two locations that I spoke of. So, we're very comfortable with the operation and their ability. They have proposed this type of additional entertainment venue to a water park that, if I may, came along with 20 acres and was failed. So, we're working hard to make this a viable and appropriate asset to the community.

COMMISSIONER DAWSON: I don't know where I read that,

but I thought I read in the packet that you were asking for a special use because it was needed to market. And maybe I misinterpreted what you meant by market.

MR. ENRIGHT: That's for the restaurant.

COMMISSIONER DAWSON: No, I thought that was for the family entertainment center. Regardless, okay, so, it's a little concerning to me now to find out we're not marketing and I still don't have information about hours and such. Was it in the original PUD, the hours of the water park?

MR. ENRIGHT: It wasn't a condition, but I can't recall if we had, you know, the actual hours. I'm sure it's in some of the documentation. But I guess the fundamental question is, you know, what is the concern? As long as the parking, assuming you agree with the parking analysis, we think from Staff level that this is a very logical component of the water park. And as long as it's not going to have a detrimental impact which I can't see why a water park would have and amusement devices for kids to play on would have any negative impact on the public. To me, it's strictly really a parking issue and we think that they've satisfied the parking concerns through their study.

And also, the fact that we don't have anything like this in town, it is unique. I can't think of any, on this scale, in town, or at least anywhere in this close proximity to this location. So, I think it's a good use, a good complementary use.

I'm sure the hours of operation probably come close to the water park. You can ask the Petitioner to testify to that. I don't know if it would be open later or not. But I just don't see what the legitimate government interest is in not allowing this to go in because I don't see any detriment to having this here. I think it's a natural part of the water park.

MR. GAUSSELIN: Ms. Dawson, my name is Ed Gaussein, and I'm actually the attorney that drafted that. I know what you're referring to when you say market. It really is relevant to the market viability of this water park. The water park failed about four years ago, part of it because there was a little bit of obsolescence there. The water park is going to have to add some additional features within the water features as well as the addition of the 10,000 square-foot family entertainment center to really bring it to market relevance so it can compete against some of the other water parks that are out there such as Key Lime Cove.

So, when we talk about market, it's more market viability. It's really going to bring it up to the standard that's necessary to attract the families.

COMMISSIONER DAWSON: Okay. Just to clarify, I don't have an objection to this. Here is my concern. There's different kinds of arcades in family entertainment centers. There's kid friendly

arcade in family entertainment centers that clearly aren't going to be open until 2:00 a.m. and have rowdy teenagers running in and out. And then there is the arcade that attract the rowdy teenagers that want to be up and out late and I know there's curfew and such, but I don't have any information about what kind of arcade is going in, what kind of hours we have, and what kind of establishment is getting put in next to this water park.

So, I do think that I have a legitimate question to ask for more information related to what is intended to go in here. There is no information. I'm finding out that we are not marketing and looking for someone but we have other operations in place. And I would have expected more information in the packet relative to the actual arcade operations prior to asking me for a special use to grant it. So, that's where I'm coming from.

MR. ENRIGHT: And maybe the Petitioner can address those questions. And I didn't say, I never said that your question was not relevant to the matter. What I said is I didn't see from our perspective what government interest there was here to not allow it. But certainly, you know, you have the right to ask whatever questions and I think the Petitioner should be prepared to answer some of those questions like the hours of operation, whatever questions you have. And I think the Commissioner has made those known and maybe the Petitioner can respond to some of those details.

MR. GAUSSELIN: With respect to the hours of operation, I will say that it will be consistent with the hours of operation for the water park. You know, I can't state, I'm not the operator, it's Water Park Venture Services which is Wilderness that's going to create those hours. I will say that the plan for the family entertainment center will be consistent with their other locations. They are talking about having a ropes course. They're talking about having, you know, the ticket system for prizes. They're, you know, talking about those functions and arcade features that are typically found in water parks in their existing facilities.

So, it's not going to be, you know, stacks and stacks of pinball machines and, I know exactly where you're going, that will draw perhaps a certain element late night for those. It's going to be keenly attuned to that kid and family experience that they're trying to integrate with the water park. They're not going to be separate and distinct. They're going to be fully integrated.

COMMISSIONER DAWSON: Okay. I have no further questions.

CHAIRMAN WOLFE: Commissioner Lorenzini?

COMMISSIONER LORENZINI: Well, as long as you're up there, Attorney, so, how do we know what type of arcade operation is going to be there? I mean I know what you're saying. I've been to a

lot of water parks in Wisconsin Dells, and they are for young kids. But how do we know it's not going to be a Dave & Busters or something like that?

MR. GAUSSELIN: Well, you know, I think what we can agree to do, Bill, is, you know, as a condition, you know, provide you that information. You know, we can talk with our operator and have some of these items answered with specifics as to what's going to be included.

COMMISSIONER LORENZINI: Okay. You mentioned earlier about being ready to build the Four Points Hotel and the water park addition. But the residential tower, when is that scheduled to be done?

MR. WENDT: The Tower 1, the pictures that I showed you, we are anticipating fall of this year, that we will be providing rental apartments in a staged opening, are working with Village Staff now for a temporary certificate of occupancy, say in August --

COMMISSIONER LORENZINI: And that project is fully funded and all the contracts are, and we're reasonably sure it's going to be done?

MR. WENDT: Yes.

COMMISSIONER LORENZINI: Okay. And then with the Four Points Hotel, what's the schedule on that? You said that you wanted to start it this year?

MR. WENDT: It would be started this summer and be opened within 15 months of that time.

COMMISSIONER LORENZINI: Now, do you have a deal with Four Points or is this just planning at this point?

MR. WENDT: No, we have a signed franchise agreement.

COMMISSIONER LORENZINI: Okay, and the funding is in place to do that?

MR. WENDT: The funding is in early stages and getting more and more firm. Lenders are looking for approval of the amended PUD, and so that's one of the reasons why we're here.

COMMISSIONER LORENZINI: And what about the water park addition, is that on the same track?

MR. WENDT: It is. And you know, would be open perhaps earlier than the hotel but certainly would be completed at the same time.

COMMISSIONER LORENZINI: So, obviously when the water park addition is put on, the water park will be open, too?

MR. WENDT: Yes.

COMMISSIONER LORENZINI: Okay. All right, that's all the questions I have.

CHAIRMAN WOLFE: Thank you. Commissioner Green?

COMMISSIONER GREEN: I would just like to say, as an

architect, I like the walking pattern that you have between the hotel, the restaurant, and the family center. It's a direct route. I totally agree with the fact that you closed that other driveway which would have introduced a traffic component there that would have been unsafe.

I think it looks a little bigger on paper here than it actually is. And not to get lost in the scale of things, but it is a direct route and I think I like the way the walkway takes you right to the front door and it's a safe pattern. I think it's a good design.

I love the fact that you got that piece of property and moved that hotel up and away from that area where it used to be. I think that's a great addition to this whole project. So, as you can tell, I'm very much in favor. And that's all I have to say.

MR. WENDT: Thank you.

CHAIRMAN WOLFE: Thank you. Commissioner Warskow?

COMMISSIONER WARSKOW: Yes. Sorry, I've got a couple of things here. Your report on the market feasibility presented the idea of extended stay rooms. Is that something that will be offered in the hotel?

MR. WENDT: Four Points is a limited service. With the help of Wilderness, again we have designed some of the rooms to be a bit larger that are queen, queen and sleeper sofa such that it could accommodate a family of six, you know, parents and four kids bundled into a room. We have no kitchenettes or anything of that sort in the Four Points.

COMMISSIONER WARSKOW: I was just looking at it in terms of the feasibility because they spoke to that maybe being something that would make it more marketable. I do have the same concerns about the pathway, having children, I completely understand how they're just going to want to run the shortest path from point A to point B to get to the front. So, but I do agree that you're going to have the same problem whether you're a day guest and you're parking in the other parking lot to get there. So, as long as we take into consideration speed bumps, flashing signs, that kind of thing, I would be supportive. And I would maybe like to see the conditions that those types of amenities be considered before approval.

I think all of my fellow Commissioners know I'm the water lady, so I just want to understand the water flow through the site. Is everything flowing to that existing detention area in the northeast corner of that area?

MR. WENDT: Yes, the storm water management system was fully engineered originally with the 25 acres. With the additional 2 acres to the north, that system was improved, continued if you will. There are some oversized 5-foot diameter reinforced concrete pipes that carry some of the water, detain some of the water as it flows to the

existing storm detention pond which is actually a regional detention pond that serves not only this area but the office buildings on the north side of Salt Creek and the east side of Salt Creek.

COMMISSIONER WARSKOW: Okay. Just want to make sure that the water is being directed in the right location. And I do have to commend you for the increased green space on the site. I mean when I looked at it previously, it was just pretty much a concrete-looking building with a concrete-looking parking lot. So, I love the landscaping.

I do have to throw out there what I have with previous petitioners, that it would be great in landscaped islands that don't have the pedestrian walkway, if you had curb cuts so that the water that's traveling through the parking lot went through some kind of green space to filter out some of those contaminants before it goes into the detention basin and then down into storm water management facilities. So, just throwing that out there as a possibility.

Do you know what percentage of the rooms you're thinking would be for families versus business or convention, you know, Arlington Park?

MR. WENDT: The hotel is six-stories and we have concentrated the room that I described, the queen-queen-double, on the first floor, second and third floor. Then there is a smaller mix of kings on those floors. It reverses as we go up so that we're creating a strata that the business traveler may be first filling the floors 4, 5 and 6 where they're predominantly kings and some queen-queen standard rooms.

In terms of the actual count of that queen-queen-sleeper, of the 160, I would say about a third of those are of that type.

COMMISSIONER WARSKOW: Okay. So, you're figuring about 30 percent would go to families, okay. Just know there's a lot of hotels in the area and just want to make sure that this is a successful hotel. And I do appreciate the phased approach, that you're going to put in one hotel, see how that goes before we put in another hotel without, you know, having the potential of just having an empty hotel. So, I do appreciate that phased approach.

And the only other question I have, is there any type of concession, I know we've asked about the family entertainment center and you don't have all the answers but maybe you have this one. Is there a concession area that is proposed for that family entertainment center? Because as a parent who stays in the hotel, I don't want to get wet and then have to travel back to the hotel or the restaurant across the parking lot to grab that hotdog that I know is the only thing I can shove down my kid's throat in the 15 minutes they're going to allow for lunch.

MR. WENDT: Perfect, and yes, there is.

COMMISSIONER WARSKOW: Okay.

MR. WENDT: There would be a concession in the addition as well as a revamping of the concession restaurant area within the water park itself.

COMMISSIONER WARSKOW: Good. Okay. So, generally, I'm very supportive. Like the green space, like the concept. Of course I would like to see some way to get from the hotel to the water park without having to walk outside, especially when I want to see you be successful during the winter holiday break and that would be difficult for people to move back and forth. But overall supportive.

CHAIRMAN WOLFE: Thank you. Commissioner Jensen?

COMMISSIONER JENSEN: Yes. I want to commend you on the thoroughness of your documents and what your consultants have put together, what you put together. I think you've done a very good job every time you've come before this Commission.

I do have just a couple of questions because my fellow Commissioners have really dealt with most of the areas that I would have asked. Do you have, in looking at your business plan, what either percentage or number of people do you think are going to actually come from the hotel to the water park? Are you thinking, do you have any sense of the number or the percentage of folks who are occupying the hotel who will actually use the water park or the FEC?

MR. WENDT: The hotel, and I think typically you'll find the business traveler is using the hotel Monday, Tuesday, Wednesday, maybe a bit on Thursday, and then there would be a shift more for the families on Friday, Saturday and the weekend. And yet there will be a blend at all times. I mean we're not closing the upper floors on the weekend. They'll certainly be very viable rooms for a family with just two children if you will.

I think that the mix between a day guest and someone staying in the hotel in this environment is going to be about 50-50, whereas the program that Wilderness has in Wisconsin Dells is you can't use the water park as a day guest. They want you to be in their hotel and be enjoying their facilities two days or three or more. That won't be the case here. We will have that mix.

COMMISSIONER JENSEN: Okay. I do think that the line of questioning that Commissioner Dawson was pursuing should be helpful to you to put together what you need to before you go to the Village Board. I think if you pull some of the materials together from, you know, other water parks and FECs so the Board will get a better sense of what kind of an activity you're going to have there, I think it will actually help you as you have the Board consider this.

My last question, because of what Commissioner Green asked, do we have any idea what the distance is? If someone

travels this path that you would like them to travel from the hotel entrance to the entrance to the water park or the FEC, you say about a block, what are we talking about? I mean feet or yards?

MR. WENDT: There's a graphic scale over on the right under the north arrow which, help me, is that a 100 feet? Bill, do you see it? It's there. Go down a little bit.

CHAIRMAN WOLFE: We see it, we just can't read it.

COMMISSIONER JENSEN: Down below, the farthest all the way down. So, do we know what that is?

MR. WENDT: Yes. I believe that's 100 feet, and so --

COMMISSIONER JENSEN: You're looking at 400-500 feet then probably is what it looks like.

MR. WENDT: Right.

COMMISSIONER JENSEN: So, I think that probably the graphic may be misleading us with some of our comments because it looks to me and maybe to other people that this is a much bigger distance to cover. But if it's 400 or 500 feet, you know, that really isn't that large a distance and people should be able to not, you know, if you direct them properly, they shouldn't just cut across the parking lot. But even if they do cut across the parking lot, it's the same issue that you have if somebody drives in as a resident and parks in the parking lot and has to cross the parking lot. So, I don't see a real safety issue here quite to the degree that some of the other Commissioners may see.

I'm very supportive of the project and I'd like to see it go forward.

CHAIRMAN WOLFE: Thank you. Well, you just nailed two of my comments with respect to the distance and the anticipated traffic. It doesn't seem like the water park, or that the hotel rather will be a source of business for the water park such that the water park is dependent upon that business. I think your model is clearly demonstrating that that's not the case. That was the case before but apparently it's not the case now.

My second comment is I find it interesting that Commissioner Warskow was very concerned about water pollution but not concerned about shoving hotdogs down her kid's mouth, so food pollution. So, I find that very interesting.

COMMISSIONER WARSKOW: Concerned about the greater good, not the individual.

CHAIRMAN WOLFE: Okay, all right. Okay. So, I don't have any further questions. I think it's been pretty well vetted. I'm supportive of the project. I think it's great and I do think that visibility from 53 for that hotel is going to be I think very important and a contributor to the success of your project. So, I don't have any further questions.

I would like now to open it up to members of the audience here and the tenants and to see if anyone here would like to speak for the petition. Seeing none, okay, we'll go back to members of the Plan Commission for any further deliberations or questions or motion.

COMMISSIONER LORENZINI: Yes, it's roughly 750 feet.

CHAIRMAN WOLFE: And one last thing, I also just wanted to echo, I agree with Commissioner Dawson on the, as Commissioner Jensen pointed out, I do agree with the line of questioning on the hours of operation. I think if we're going to be asked to approve a special use, I think, and we would for any other type of use, I think it's important to know what some of the, kind of the sub-criteria in petitions will be for that. So, having said that, any further questions, deliberations or a motion?

COMMISSIONER DAWSON: Well, can I ask a question? Because there's kind of two concepts that came up. One was that they would have to come back to us with additional information related to the arcade, and then one that Commissioner Jensen proposed which is that between now and the Village Board meeting, that they would come up with this information. And I guess I'd like to discuss how we feel about those two options.

From my perspective, I want this to go forward. I want this arcade, I want the water park, I want the whole thing. I think it's terrific. But I don't know how I can say yes tonight to something I don't know anything about. So, I would be preferable to vote and move this forward if there was a condition that someone came back with more information, only because I'm making a recommendation to the Village Board with my yes.

CHAIRMAN WOLFE: I think one way of doing it will be include in the motion the condition that the Petitioner provide information as to operating hours and other aspects of the proposed FEC and water park, but primarily the FEC, to the satisfaction of the Village Board. And I would not want to see, at least I wouldn't recommend that we ask that the Petitioner come back before the Plan Commission before any final approval. I think it can be collapsed into the presentation before the Village Board, at least that's my opinion.

COMMISSIONER DAWSON: I would agree with that, as long as it's detailed into, as opposed to a general, oh, we just hope there is more information before Village Board. If there was a detailed, we approve it provided this, more information is provided to the Village Board, then I would feel comfortable approving it. And I agree, we want it to move forward rather than having to consistently make you come back to meetings, which doesn't do anybody any good.

But I did have one question though. Typically, a special use is tied I thought to an operator. So, if we provided, like

for example, you provided a special use for Kiddy Academy which was, you know, a prior meeting, but if they sell and they want it now to be a Kinder Care, don't they have to come back for an additional special use? Or, so how do we tie this one to a specific operator? Or maybe I'm --

MR. ENRIGHT: It's not correct. Special uses can be assumed by future operators, and that happens quite a lot with restaurants as long as they're compliant with, you know, the floor plan and seating areas and stuff like that.

COMMISSIONER DAWSON: Okay, all right.

COMMISSIONER WARSKOW: Can I ask one last quick detailed question? Is there an entrance and exit from the hotel on the south end of the building that can be accessed by guests?

MR. WENDT: Yes. The corridor system is north-south, so there would be exit ways out of both the north, not to your question, but certainly on the south.

COMMISSIONER WARSKOW: Okay, thank you.

CHAIRMAN WOLFE: Anybody?

COMMISSIONER JENSEN: Well, I'd like to make a motion then.

A motion to recommend to the Village Board of Trustees approval of PC #14-005, an Amendment to the previously approved Planned Unit Development Ordinances 12-006 and 12-039, to incorporate 3555 Salt Creek Lane and other modifications to the site and previous conditions of approval, including conceptual approval of a 6,000 square-foot restaurant in Zone B; a Rezoning of 3555 West Salt Creek Lane from B-3 to B-2; an Amendment to the Comprehensive Plan for 3555 West Salt Creek Lane from Offices Only to Commercial; a Special Use to allow an amusement device arcade, large; an Amendment to the Special Use granted in Ordinance 12-006 to allow a hotel that has a total of 161 rooms in Zone B2; a Variation from Chapter 28, Section 5.1-11.1a, to allow lodging rooms below the second floor; and a Variation from Chapter 28, Section 11.4, to allow a reduction to the required parking from 2,562 parking stalls to 2,013 parking stalls.

This approval is contingent upon compliance with the recommendation of the Plan Commission and the following recommendations detailed in the Staff Development Committee report dated April 16, 2014:

- 1. The proposed restaurant in Zone B shall require special use approval.**
- 2. The area around the current Village entry sign shall be landscaped with additional plant material, to be maintained by the owner of Zone D, until such time the new entry sign is**

installed.

3. The area at the west end of Zone B shall be graded and seeded for grass until such time as the commercial building and related parking is constructed.
4. Compliance with design Commission approvals for the hotel and family entertainment center.
5. A more detailed information about the arcade including hours of operation and intended use shall be presented to the Village Board.
6. The Petitioner shall comply with all federal, state, and Village codes, regulations and policies.

COMMISSIONER DAWSON: With or without an addition?

CHAIRMAN WOLFE: Is there any stipulation about --

COMMISSIONER JENSEN: I'm not going to, if someone else would like to make an amendment?

COMMISSIONER DAWSON: But that's the motion on the floor. I don't know that we can amend your motion.

COMMISSIONER JENSEN: Well, sure you can.

MR. ENRIGHT: If he accepts it. It has to be seconded first.

COMMISSIONER JENSEN: What's the inclusion you'd like --

MR. ENRIGHT: First of all, someone has to second or else it just sits there.

COMMISSIONER GREEN: I'll second that motion.

COMMISSIONER JENSEN: What's the inclusion you would like? The language for the inclusion you would like?

COMMISSIONER DAWSON: That number 6 would be related to additional information being presented to the Board related to the operation of the arcade including hours and just more information regarding its intended use.

COMMISSIONER JENSEN: Sure, I'd be glad to add number 6.

CHAIRMAN WOLFE: Is there a second to that amendment?

COMMISSIONER GREEN: And I would send that amendment with that wording.

CHAIRMAN WOLFE: Do you have that, Bill?

MR. ENRIGHT: Yes.

CHAIRMAN WOLFE: Roll please.

MR. ENRIGHT: Okay. Commissioner Dawson.

COMMISSIONER DAWSON: Yes.

MR. ENRIGHT: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. ENRIGHT: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MR. ENRIGHT: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Yes.

MR. ENRIGHT: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. ENRIGHT: Commissioner Warskow?

COMMISSIONER WARSKOW: Yes.

MR. ENRIGHT: And Chairman Wolfe.

CHAIRMAN WOLFE: Yes. Okay, you've received a unanimous recommendation by the Plan Commission to the Village Board. Do you know when that meeting will be, Bill?

MR. ENRIGHT: It will likely be May 5th.

CHAIRMAN WOLFE: Okay. Thank you.

(Whereupon, the public hearing was adjourned at 8:43 p.m.)

STATE OF ILLINOIS)
) SS.
COUNTY OF K A N E)

I, RONALD LeGRAND, JR., depose and say that I am a direct record 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.

RONALD LeGRAND, JR.

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NOTARY PUBLIC

ARLINGTON DOWNS AMENDMENT TO PLANNED UNIT DEVELOPMENT PROJECT NARRATIVE

Project and Application Summary

This narrative is submitted in support of Arlington Devco, LLC, or its affiliate's ("AD" or "Applicant") Application for Amendment of Planned Unit Development Ordinance Number 12-006 (the "PUD"), (the "Application"). AD brings this application in order to amend the PUD to incorporate an additional parcel of real property commonly known as 3555 Salt Creek Lane, Arlington Heights, IL 60005 located at the corners of Salt Creek Lane and Rohlwing Road, consisting of 81,653 square feet (1.875 acres) ("Zone B2"). It is the intention of AD to modify the site plan incorporated into the PUD and to utilize Zone B2 as the new site for the proposed hotel contemplated by the PUD. Zone B2 is currently located in a generally zoned B-3 area (General Service, Wholesale, Motor Vehicle). It is the intent of AD to incorporate Zone B2 into the master plan of the area that was the subject of the PUD ("Site"). The Site currently consists of three (3) parcels with an aggregate area of 24.95 acres (1,086,659 square feet) and is currently improved with a 12 story, 437,200 square foot hotel (the former Sheraton Chicago Northwest Hotel); and a 46,160 square foot water park (the former CoCo Key Water Resort). Following the passage of the PUD, AD has completed all demolition of the obsolete buildings that were located on the Site prior to its acquisition and has commenced construction of the planned 214 residential units achieved through the adaptive reuse of the former Sheraton Hotel.

On October 16, 2013, Zone B2 was acquired by PSB/Salt Creek, LLC., an Illinois Limited Liability Company, who has since entered into an agreement with AD to sell Zone B2 to AD (a copy of a letter of authorization allowing AD to pursue the amendment to the PUD is enclosed in this application).

The Project Master Plan will continue to be developed by the renowned architectural firm of Pappageorge Haymes Partners ("PHP"). The revised master-plan will relocate the hotel, previously sited on Zone B of the master plan incorporated in PUD, to new Zone B2, thereby providing a more spacious site plan; improved pedestrian and vehicular circulation; more direct sight lines of the hotel and waterpark from the Euclid Ave; improved access from the intersection of Salt Creek Lane and Rohlwing to the hotel and waterpark; and, the opportunity to incorporate a restaurant or entertainment venue in the prior location of the hotel that can take advantage of its proximity to the hotel and waterpark.

The proposed addition of Zone B2 to the existing Arlington Downs' master plan is a further refinement and improvement of the prior master plan and represents a further investment by AD to reestablish the site and its existing assets as one of the premier "destination locations" in the Chicago Suburbs. The development will interplay well with the visitors to Arlington Park International Racetrack, who will be afforded pre-race and post-race dining, hospitality and recreation options thereby presenting new choices which will inhibit the retail "leakage" to neighboring municipalities, which unfortunately has been characteristic of the "track experience" to date. Arlington Downs proximity to Route 53 and its convenient connections to I-90 and I-290 will result in wide retail and hospitality market area resulting in a compelling draw for non-residents seeking dining, recreation, and retail shopping opportunities.

Project Challenges

The Project presents numerous obstacles, not the least of which is the market and financial challenges inherent in a project of this scope, magnitude, and during an especially difficult and prolonged

negative economic cycle. The following are some of the issues facing the Project relative to Applicant's PUD request.

Parking

Applicant proposes to provide up to a total of 1904 parking spaces (together with a land bank of spaces that can increase the total to 2,013) to serve the mixed-use development, assuming full build out of the development. Pursuant to the Arlington Heights Municipal Code, Applicant is required to provide 2,562 spaces resulting in Applicant providing 79% of the required parking spaces. Notwithstanding the code requirement, the Arlington Downs Parking Study dated April, 2014, prepared by Stephen B. Corcoran, P.E., PTOE, indicates that the 2,013 spaces provided are sufficient to serve the uses contemplated by Applicant. Based upon Corcoran's shared parking analysis, the 2,013 spaces provided is sufficient to address the peak parking demand of 1825 spaces realized during early weekday evenings, resulting in a parking surplus of 188 spaces or 9%.

Applicant has carefully planned the location and design of the parking areas to address the interests of the parties impacted by a Project of this scope and complexity, including:

1. The residents' and commercial tenants' desire to have secure and ample parking located in convenient proximity to their primary points of entry to adequately serve their needs;
2. The Village's and surrounding communities' desire to provide adequate parking for the Project in a safe, aesthetically appealing manner that provides internal circulation in a manner that does not create unsafe conditions in or around the roads that surround the Site; and,
3. Applicants desire to provide parking in an amount and design that adequately addresses the requirements of the market thereby insuring a successful lease up of the Project.

Applicant's proposed design meets each of the parties' potentially conflicting interests. Applicant has designed the Site and related parking in a manner that allows for additional green space at grade through the use of structured parking for approximately two-thirds of the parking provided. This costly measure allows Applicant to construct the Project in a manner that addresses the interests of those impacted resulting in a "green," pedestrian-centric Project that is safe, aesthetically appealing and welcoming, while addressing the tenants' desire for safe and convenient parking relative to their residences or places of business.

Revisions and Amendment Sought after Final Approval of PUD

Following the passage of the Preliminary Approval Ordinance, Applicant has continued to work with Village staff to address certain changes and refinements to Applicant's Master Plan. The following section sets forth those items that have been further developed or revised since the passage of the Preliminary Approval Ordinance.

1. Treatment of the Village Sign at Corner of Euclid and Rohlwing: Applicant proposes to amend the PUD to allow the reconstruction of the Village entry sign at such time when the construction of the retail buildings adjoining the area of the proposed sign in Zone D have been complete. The potential for damage to the newly constructed sign is high during the construction period. Applicant will agree to maintain the present sign in a clean and well-maintained condition with additional landscaping to improve the sign's current appearance. Applicant seeks to amend the condition placed upon it in the PUD that requires that the Village sign at the corner of Euclid and Rohlwing Roads be constructed during Phase I.

2. Zone B Additional Restaurant/Entertainment Space: Applicant seeks conceptual approval of an amendment to allow an additional 6,000 square feet of restaurant space in Zone B, the former location of the hotel. Applicant seeks this amendment that will allow the development of a complimentary use to the proposed hotel that will be located in the newly acquired Zone B2. This use will also require a Special Use and Applicant seeks conceptual approval of this Special Use allowing a restaurant in Zone B that contains a restaurant of 6,000 square feet.
3. Amendment to Include Zone B2 into PUD and Downzoning: Applicant seeks approval of an amendment to the PUD to include the to-be-acquired parcel Zone B2 into the PUD. Based upon the uses proposed in Applicant's Master Plan and the desire of the Village to prohibit the "motor vehicle" uses allowed by the current B-3 zoning, Applicant agrees to seek the downzoning of Zone B2 from B-3 to B-2. Additionally, applicant seeks an amendment to the Special Use previously granted in Ordinance 12-006 to allow up to 161 hotel rooms (versus 300 rooms as previously approved) in Zone B2. This use and the proposed floor plan containing guest rooms on the 1st floor as reflected in the floor plans for the hotel will require a land use variation to allow guest rooms below the 2nd floor.
4. Amendment to Allow the Requirement to Construct the Off-site Improvements to Euclid Ave. to "Mirror" the requirements of the Cook County Department of Highways: In furtherance of the development of the site, Applicant submitted an application for approval of off-site improvements upon Euclid Ave. to the Cook County Highway Department ("CCHD"). In response, CCHD provided comments to the proposed plan that included guidance on the left hand turn lane that is to be made into the site's main private drive. CCHD indicated that the left hand turn lane and corresponding street widening was not required to be constructed during Phase I of the project, provided that left hand turns from Euclid were restricted during the weekday hours of 3:00 to 6:00 p.m. Applicant proposes that the requirements of the PUD be amended to become consistent with the recommendations of the CCHD, which exercises jurisdiction over Euclid Ave. as a county roadway.
5. Special Use to Allow an Amusement Device Arcade, Large: The Current Village Zoning Ordinance requires approval of a Special Use for arcade amusement devices within the Village. The Master Plan provides for the addition of a 9,900 square foot "Family Entertainment Center" that will contain arcade amusement devices for the benefit of the waterpark and Family Entertainment Center patrons. In order to properly and effectively market the property and to maximize the occupancy of the premises, it is necessary to grant a special use allowing the use of arcade amusement devices within the Family Entertainment Center as an approved use within the PUD. The use of arcade devices use is critical to the successful redevelopment of the existing waterpark asset into a viable and market relevant going concern that meets the current entertainment and amusement expectations of today's patrons.

Owner, as part of its joint venture agreement with Waterpark Venture Management Services ("WVMS"), has agreed to retain WVMS to operate the waterpark and the Family Entertainment Center that will house the arcade devices and activities. It is anticipated that the Family Entertainment Center and waterpark will operate during the normal business hours of 8:00 a.m. to 10:00 p.m. The hours may fluctuate to accommodate special or private events. The activities afforded in the Family Entertainment Center will be integrated with guest privileges to the waterpark as well as with private events, such as birthday parties and events surrounding holidays or special occasions (i.e. Presidents Day, Mother's Day, etc.) where packages will be offered including waterpark privileges, access to the Family Entertainment Center and hotel rooms.

The Family Entertainment Center will act as the new main entrance to the waterpark complex and will provide a variety of activities primarily directed to children ages 5-12, but with attractions that can involve the whole family. The Family Entertainment Center will include a Mega Prize Arcade that utilizes a card system that accumulates credits during the play and which can be redeemed for fun prizes during the stay. Additionally, the Family Entertainment Center will include a ropes course that is family-centric whereby patrons are suspended above the floor of Family Entertainment Center in a full body harness and are presented with different challenges with varying degrees of difficulty as they proceed through the course. Additional attractions may also be offered after the full design of the interior floor plan is completed. Such activities may include laser tag or indoor 3D mini golf. The Family Entertainment Center will also include a concession area offering fare that is kid/family friendly, in addition to the concession area that will be located within the waterpark.

Owner currently seeks an amendment of the PUD Ordinance to allow the Special Use of amusement arcade devices in the Family Entertainment Center.

Requested Zoning Actions

In order to achieve those objectives set forth in Applicants Master Plan, Applicant requests that the following actions be taken:

1. That the PUD, as approved on June 20, 2012, be amended to incorporate the newly acquired Zone B2 land;
2. That Zone B2 be rezoned from B-3 to B-2;
3. Approval of an amendment to the Special Use previously granted in Ordinance 12-006 for the proposed 161-room hotel to be located with Zone B2 of the Master Plan;
4. Conceptual Approval of a Special Use for a 6,000 square foot restaurant in Zone B of the Master Plan;
5. A land use variation from Chapter 28, Section 11.4 allowing the reduction of the minimum number of parking spaces from 2,562 to 2,041;
6. A land use variation from Chapter 28, Section 5.1-11.1 to allow lodging in rooms below the 2nd floor; and,
7. Approval of a Special Use for , to be allowed in the newly constructed Family Entertainment Center and renovated waterpark in Zone B of the Master Plan.

Applicant has worked diligently on these and other additional matters and believes that its efforts have resulted in a plan that can be supported and embraced by Staff, the Plan Commission, and the Board.

Summary

The development of Arlington Downs project will provide numerous positive benefits for the residents of Arlington Heights and the surrounding communities, including the following:

- The renovation and reuse of the iconic hotel structure at the one of the key “gateway” intersections of Arlington Heights.
- Attraction of top-quality tenant residents for the Village of Arlington Heights.
- Creation of the highest and best use for the existing hotel and water park structures.
- Creation of over 200 construction jobs.

- The creation of over 300 permanent jobs from the new hotel, revitalized Water Resort and retail offerings.
- Creation of additional real estate, hotel, and sales taxes for the Village of Arlington Heights.
- This project will eliminate the significant blighting conditions inhibiting further economic development on the west side of the race track and along Euclid Ave.
- It will promote the site as a center of employment and commercial activity.
- It will restore and expand the tax base in order to maintain a high-level of services, programs, and facilities.
- It will stimulate increased private investment.
- It will encourage new development and expansion in an orderly manner.
- It will encourage the productive, adaptive reuse of underutilized and/or vacant property.

JUSTIFICATIONS FOR ARLINGTON DOWNS PUD APPLICATION, AMENDMENT OF THE PUD AND REQUEST FOR SPECIAL USE AND VARIATIONS

1. The Approval of the Final Planned Unit Development, as Amended (PUD)

It is the intent of the Petitioner, in accordance with its Petition, to seek the amendment of the Planned Unit Development (PUD) (Ordinance 12-006), that was approved by the Village Board on June 18, 2012, the terms of which are embodied in the Ordinance Granting Final Approval of a Planned Unit Development (the “PUD Ordinance”). The amended PUD will contain an underlying zoning of B-2. According to 5.1-11 of the Village’s Zoning Ordinance:

The purpose of the B-2 district is to provide sites to be used primarily as community shopping centers which serve a large trade area and to include the grouping of more compatible business uses which promote public convenience and business prosperity.

The Petitioner seeks to amend the PUD, which will incorporate an amendment of the PUD Ordinance and would be consistent with the intent of the Zoning Ordinance. The use of the PUD, as amended, would permit site plans and designs, which would not be possible under strict application of the PUD Ordinance. Such a plan as contemplated by the Petitioner would offer more benefits than the current PUD Ordinance and conventional development because of a comprehensive design and adherence to high standards, which would be created in collaboration by the Petitioner and Village. Under the PUD the Petitioner can initiate a more innovative and efficient land design creating a diversified land use with comprehensive and coordinated architectural standards all of which will function as a cohesive and unified development that is divided into multiple parcels with shared access, parking, and storm water detention. The Petitioner also seeks to amend the PUD Ordinance to allow for relief from certain of the conditions placed upon the Petitioner at the time the PUD Ordinance was passed in 2012. Certain of these requirements will now create conditions that were not anticipated at the time of the passage of the PUD ordinance. The plight of the owner is due to the result of the current land plan which has been altered as a result of the addition of Zone B2, financial/lending requirements, and other financial considerations caused by the market place. Finally, the amendment to the PUD Ordinance, if granted, will not alter the essential character of the locality, it being the intent of owner to develop a cohesive and high quality center that integrates both commercial and residential uses within the entire 27-acre project.

2. Special Use to Allow an Amusement Device Arcade, Large.

The Current Village Zoning Ordinance requires approval of a Special Use for arcade amusement devices within the Village. The Master Plan provides for the addition of a 9,900 square foot “Family Entertainment Center” that will contain arcade amusement devices for the benefit of the waterpark and Family Entertainment Center patrons. In order to properly and effectively market the property and to maximize the occupancy of the premises, it is necessary to grant a special use allowing the use of arcade amusement devices within the Family Entertainment Center as an approved use within the PUD. The use of arcade devices use is critical to the successful redevelopment of the existing waterpark asset into a viable and market relevant going concern that meets the current entertainment and amusement expectations of today’s patrons. Owner currently seeks an amendment of the PUD Ordinance to allow the Special Use of amusement arcade devices in the Family Entertainment Center.

The Special Use, as requested, is necessary for the public convenience at this location; will not be detrimental to the health, safety, morals or general welfare of the persons residing or working in the vicinity and the proposed use will comply with the regulations and conditions to be specified in the ordinance for such use, consistent with the stipulations and conditions made a part thereof.

3. Amendment of the Special Use for Hotel Use and Variation for Guest Rooms on 1st Floor.

Petitioner requests an Amendment to the Special Use previously granted under Ordinance 12-006 allowing hotel uses within Zone B of the plan. The hotel use is consistent with the prior use of the property. Said proposed use is further consistent with the goals of the Village. The current proposal anticipates limited amenity facilities hotel with a total of approximately 161 rooms located in Zone B2. This would deviate from the 300 rooms located in Zone B previously approved in Ordinance 12-006. The market analysis provide with the submission clearly supports the proposition that the area is underutilized as it relates to hotel uses and the current need will be supported by the limited-service facilities. While the general hotel use is consistent with what had been approved previously, it differs in the number of rooms and the location of the proposed hotel. Said hotel uses would provide additional revenue to the village through the imposition of its hotel tax and would create a symbiotic relationship between the development and Arlington Park.

Additionally, Petitioner seeks a variation to allow 1st floor guest rooms in the proposed hotel. Under the current design, the proposed limited service hotel contains guest rooms on the 1st floor. These guest rooms will allow petitioner to meet the operational requirements of maintaining a certain degree of separation between its “business” guest and the younger leisure guests seeking to utilize both the hotel and the waterpark. The location of guest rooms on the first floor will also allow the efficient and cost effective

utilization of additional space in the lower level for event space and certain “back of house” functions that are usually located on the first floor.

The Special Use, as requested, is necessary for the public convenience at this location; will not be detrimental to the health, safety, morals or general welfare of the persons residing or working in the vicinity and the proposed use will comply with the regulations and conditions to be specified in the ordinance for such use, consistent with the stipulations and conditions made a part thereof.

4. Variation for Number of Parking Stalls.

The current land plan provided by the Petitioner seeks a variation as to the number of parking spaces to be provided in the Master Plan. The parking study provided by Stephen B. Corcoran, P.E., PTOE of Eriksson Engineering and Associates, which is incorporated into the submitted documents, provides a basis for allowing a variation of the parking requirements. Said reduction reflected the parking demand of the hotel, waterpark, retail/restaurant uses, and a shared parking concept among the various uses. The current proposal takes into account the needs of the specific uses and a shared parking concept. The new plan provides 79% of the required parking requirement pursuant to the Code. The Parking Report provides a demand study on an hourly basis that indicates that during the peak demand hours during the week, the proposed parking plan exceeds the project parking needs and provides a parking surplus of 188 spaces.

As the result of the current financial environment, the cost of retrofitting the current hotel tower to residential apartments, and the current construction costs, the need for more density to support the retail component, the property would not yield a reasonable return if restricted to be used only under the current zoning regulations. A key to the success of the residential, hotel/entertainment and retail uses will be the sufficiency of parking in a convenient and effective manner. Further, the plight of the owner is due to the result of the current land plan, financial/lending requirements, and other financial considerations caused by the market place. Finally, the variation, if granted, will not alter the essential character of the locality, it being the intent of owner to develop a cohesive and high quality center that integrates both commercial and residential uses within the entire 27-acre project.



Arlington Downs – Increased Land Area

Arlington Downs

3400 W. Euclid Ave.
Arlington Heights, IL

Arlington DEVCO LLC

PAPPAGEORGE
HAYMES

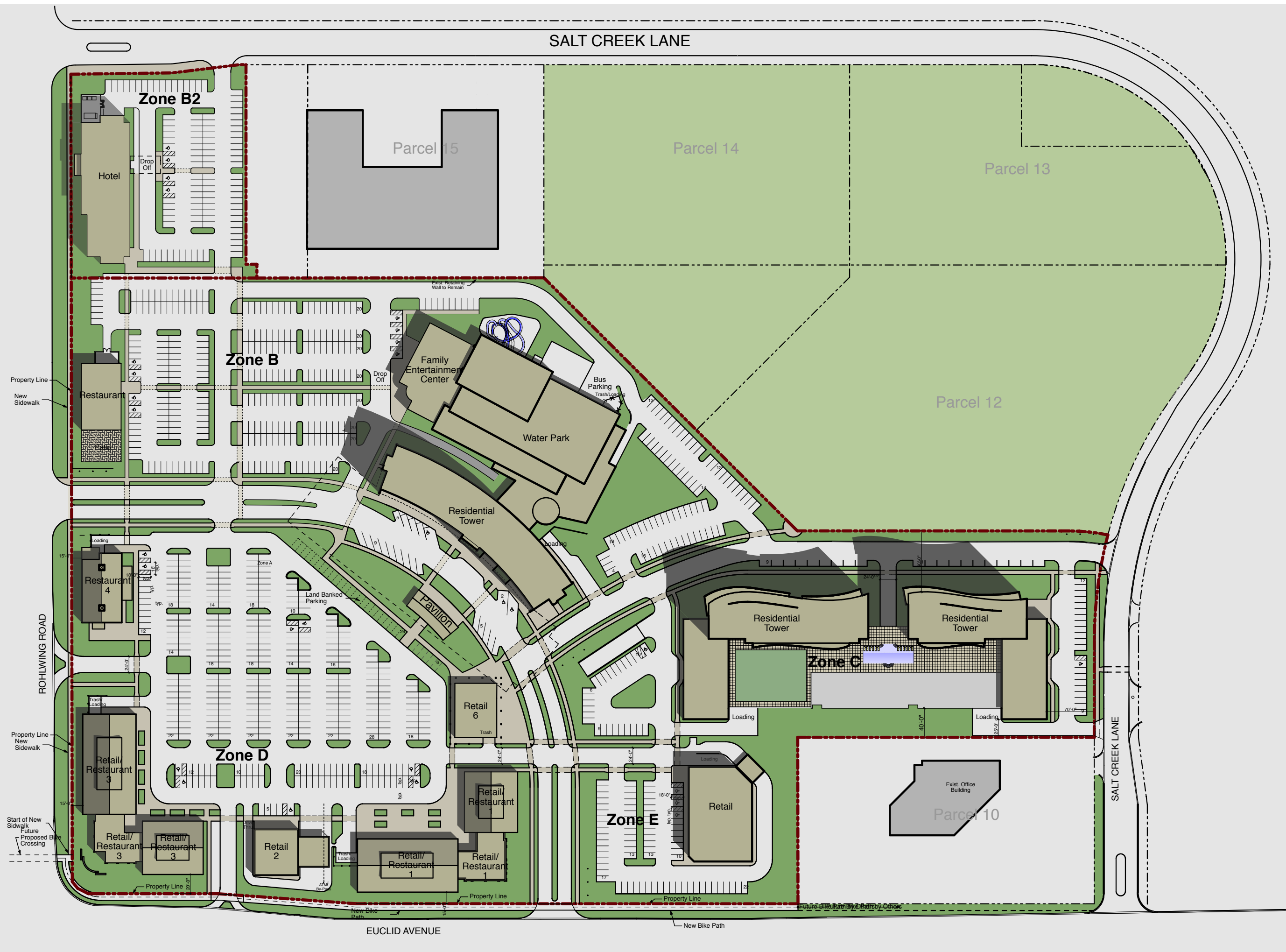
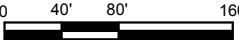
pappageorgehaymes partners
www.pappageorgehaymes.com

P/H # 132216

These plans are schematic and are subject to further refinement for compliance with code required existing, life safety improvements and coordination with existing systems.

2/24/14

Overall Site Plan



Arlington Downs

3400 W Euclid Ave, Arlington Heights, IL

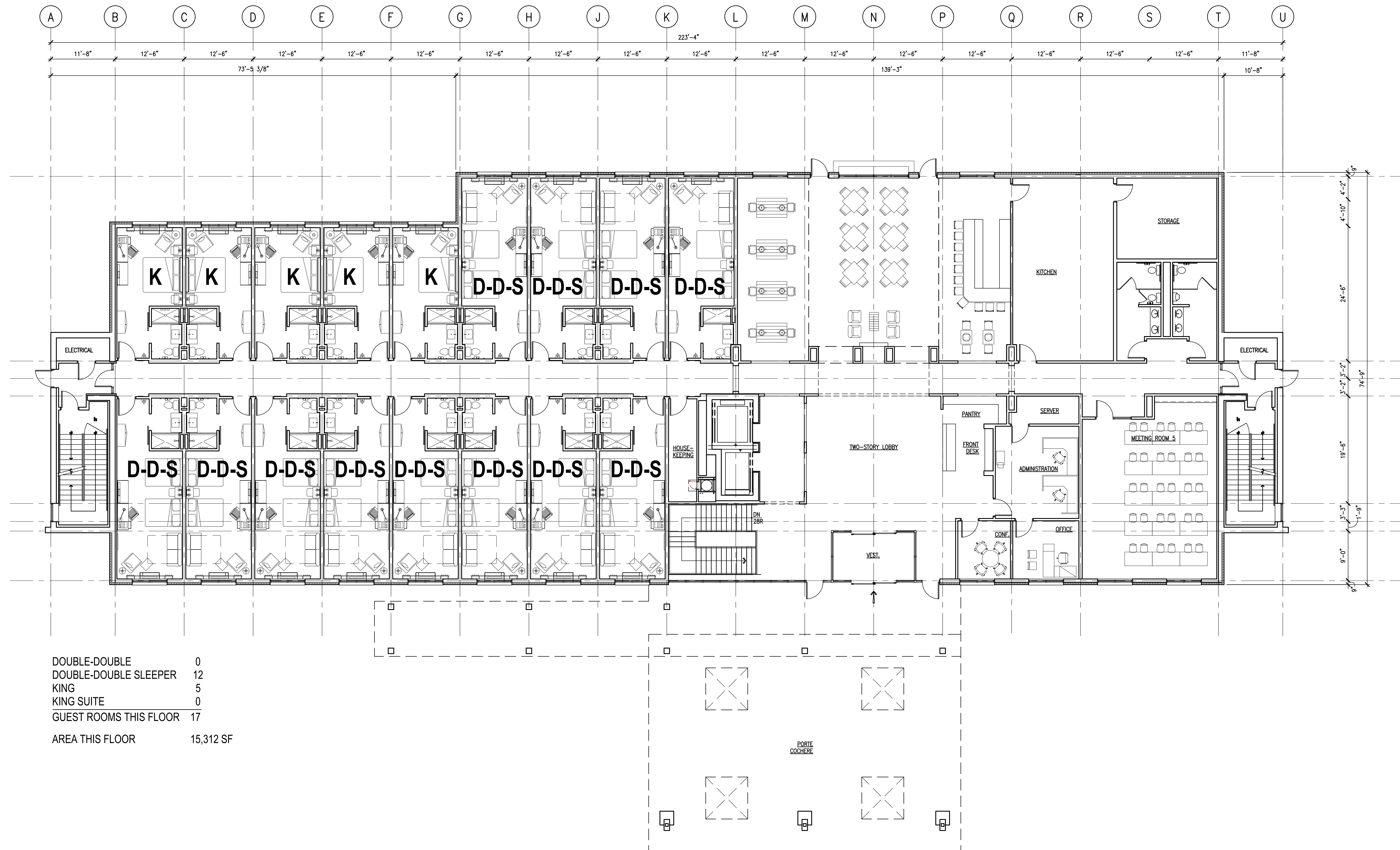
Master Plan Data

26-Feb-2014

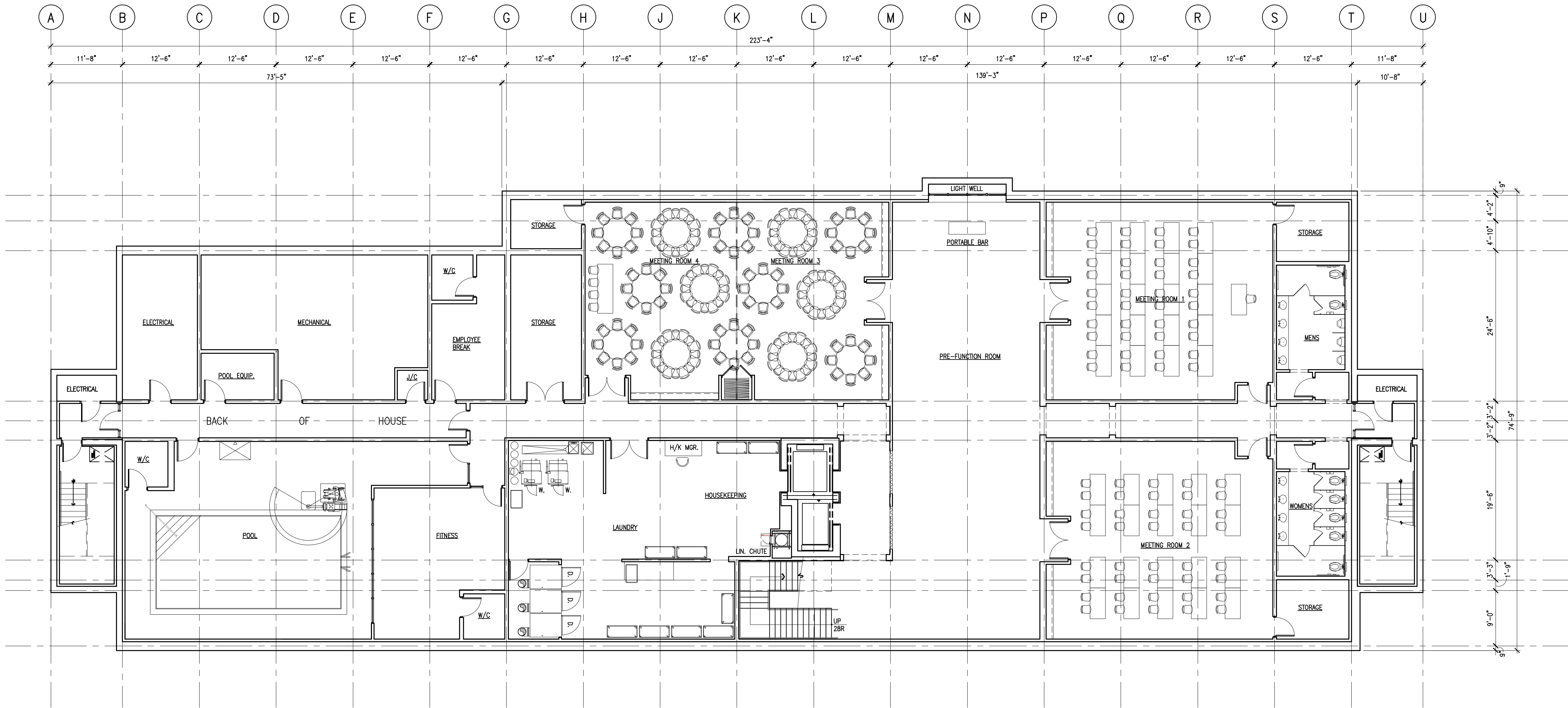
			Land Area		Proposed Improvements and Re-Use															
Use	Zone	Item	SF	Acres	Proposed Unit Count	Proposed Maximum Restaurant Seating Area		Proposed Maximum Restaurant Area		Proposed Maximum Building Area (above grade)		Proposed Maximum FAR	Proposed Maximum Building Footprint		Building Lot Coverage Percentage	Proposed Maximum Building Height		Proposed Parking Spaces	Parking Including Land Banked	Remarks
													Stories	Feet						
Residential	A	Residential Tower - Adaptive Re-Use - Rental Apts			214		SF		SF	273,700	SF		28,300	SF		13	161			
		Residential Tower - Restaurant/ Retail				3,700	SF	5,600	SF	5,600	SF			SF						within tower
		Residential Tower - Health Club					SF		SF	17,350	SF			SF						within tower
		Tower Retail #6					SF		SF	5,100	SF		5,100	SF		1	35			
		Pavilion					SF		SF	2,400	SF		2,400	SF		1	35			
		Structured Parking - Below Grade **					SF		SF		SF			SF						
		Zone A Totals	337,039	7.74	214	3,700	SF	5,600	SF	304,150	SF	0.90	35,800	SF	10.6%			406	470	includes underground parking
	C	Residential Tower 2 - West			202		SF		SF	260,000	SF		17,900	SF		14	170			footprint at Level 3 and 4
		Residential Tower 3 - East			241		SF		SF	287,000	SF		14,600	SF		19	228			footprint at Level 3 and 4
		Structured Parking - Above Grade **					SF		SF				56,400	SF		4	40			footprint at Level 3 and 4
		Retail - Day Care/ Office option					SF		SF	6,600	SF			SF						within tower
		Zone C Totals	170,940	3.92	443	-	SF	-	SF	553,600	SF	3.24	88,900	SF	52.0%			675	720	includes structured parking
	Residential Zone Totals		507,979	11.66	657	3,700	SF	5,600	SF	857,750	SF	1.69	124,700	SF	24.5%			1,081	1,190	
H + R	B2	Hotel - Strategic Services			161		SF		SF	79,000	SF		15,250	SF		6	72			
		Hotel Restaurant				1,400	SF	1,900	SF	1,800	SF			SF						within hotel
		Hotel Meeting Rooms					SF		SF	4,600	SF			SF						within hotel
		Additional Parcel Totals	81,653	1.87	161	1,400	SF	1,900	SF	85,400	SF	-	15,250	SF	18.7%			105	105	
	B	Water Park - Existing					SF		SF	45,600	SF		45,600	SF		4	50			
		Water Park/ Family Entertainment Center - Addition					SF		SF	9,900	SF		9,900	SF		2	40			
		Restaurant				3,500	SF	6,000	SF	6,000	SF		6,000	SF		1	35			
		Zone B Totals	247,175	5.67	-	3,500	SF	6,000	SF	61,500	SF	0.25	61,500	SF	24.9%			270	270	
	Hotel and Recreational Zone Totals		328,828	7.55	161	4,900	SF	7,900	SF	146,900	SF	0.45	61,500	SF	18.7%			375	375	
Retail/ Restaurant	D	Restaurant #4				2,800	SF	7,000	SF	7,000	SF		7,000	SF		1	35			
		Retail #3					SF		SF	17,800	SF		17,800	SF		1	35			
		Retail - Bank with drive through #2					SF		SF	4,700	SF		4,700	SF		1	35			
		Retail/ Restaurant #1				3,500	SF	7,400	SF	18,000	SF		18,000	SF		1	35			
		Contingent Building Area at 15%					SF		SF	6,800	SF		6,800	SF		2	40			
		Zone D Totals	250,449	5.75		6,300	SF	14,400	SF	54,300	SF	0.22	54,300	SF	21.7%			373	401	
	E	Retail with drive through					SF		SF	13,600	SF		13,600	SF		1	35			
		Contingent Building Area at 35%					SF		SF	4,500	SF		4,500	SF		2	40			
		Zone E Totals	81,056	1.86		-	SF	-	SF	18,100	SF	0.22	18,100	SF	22.3%			75	75	
	Retail/ Restaurant Zone Totals		331,505	7.61		6,300	SF	14,400	SF	72,400	SF	0.22	72,400	SF	21.8%			448	476	
Development Totals		1,168,312	26.82		14,900	SF	27,900	SF	1,077,050	SF	0.92	258,600	SF	22.1%			1,904	2,041		

** Structured Parking - Above and Below Grade (not included in FAR per VAH Zoning Code)



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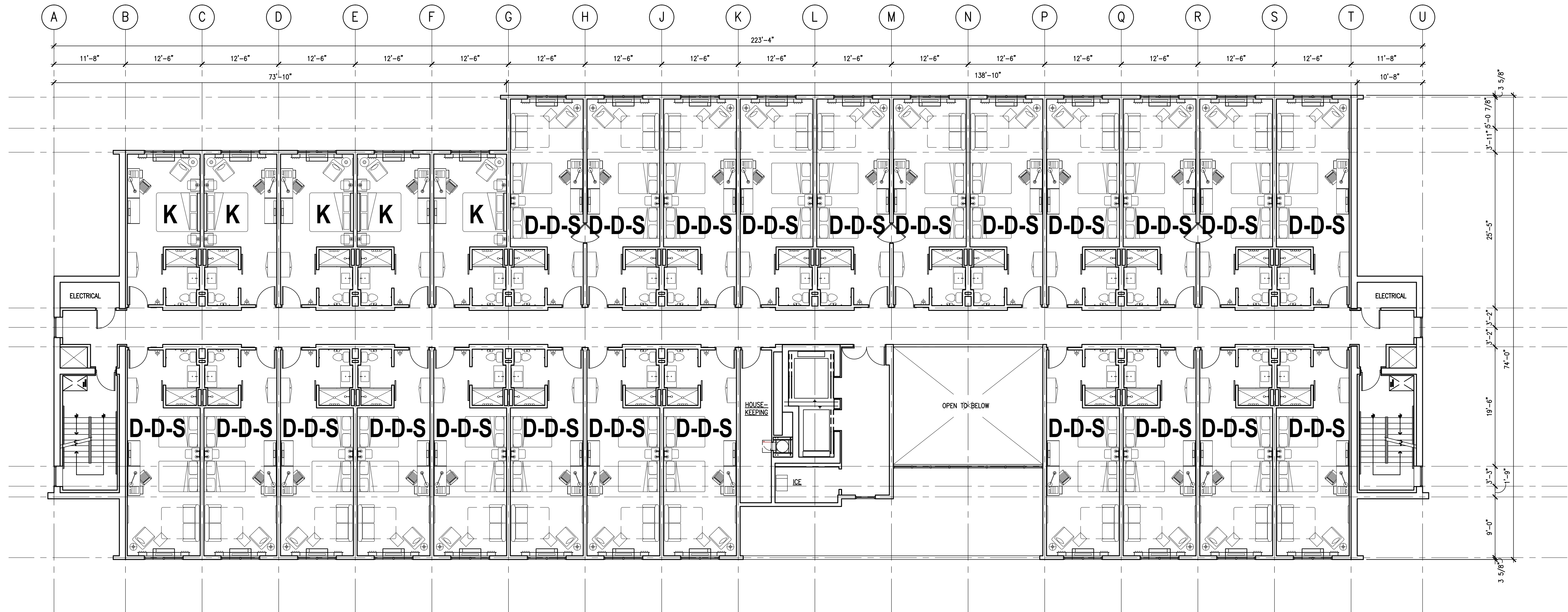
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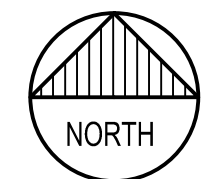
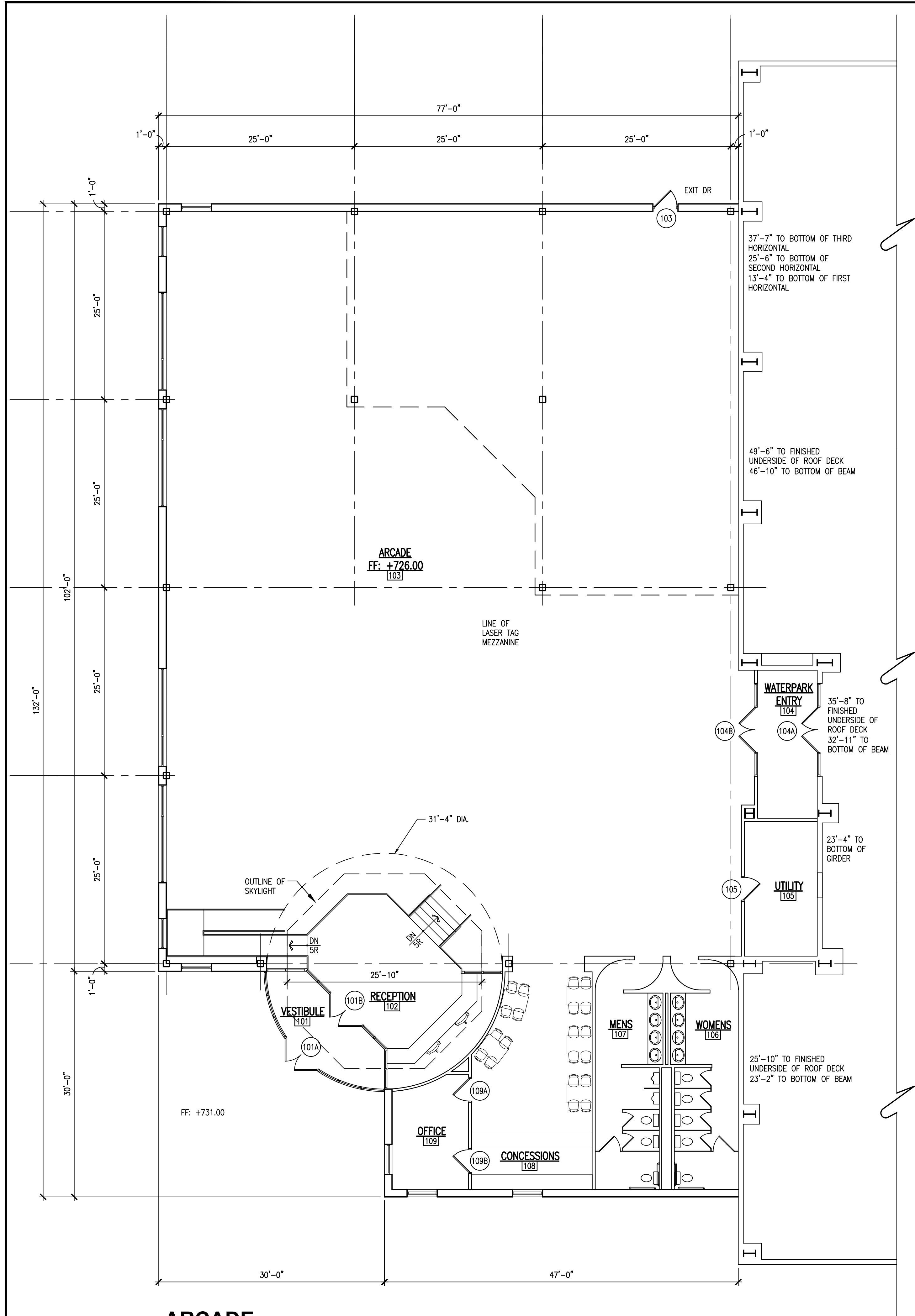
GUEST ROOMS THIS FLOOR 0
AREA THIS FLOOR 15,345 SF

MEETING ROOM AREA
MEETING ROOM 1 1,138 SF
MEETING ROOM 2 1,138 SF
MEETING ROOM 3 765 SF
MEETING ROOM 4 763 SF
MEETING ROOM 5 (LEVEL 01) 754 SF
MEETING ROOM TOTAL AREA: 4,558 SF

date	description
02/27/14	PLAN REVIEW COMMISSION

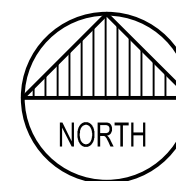
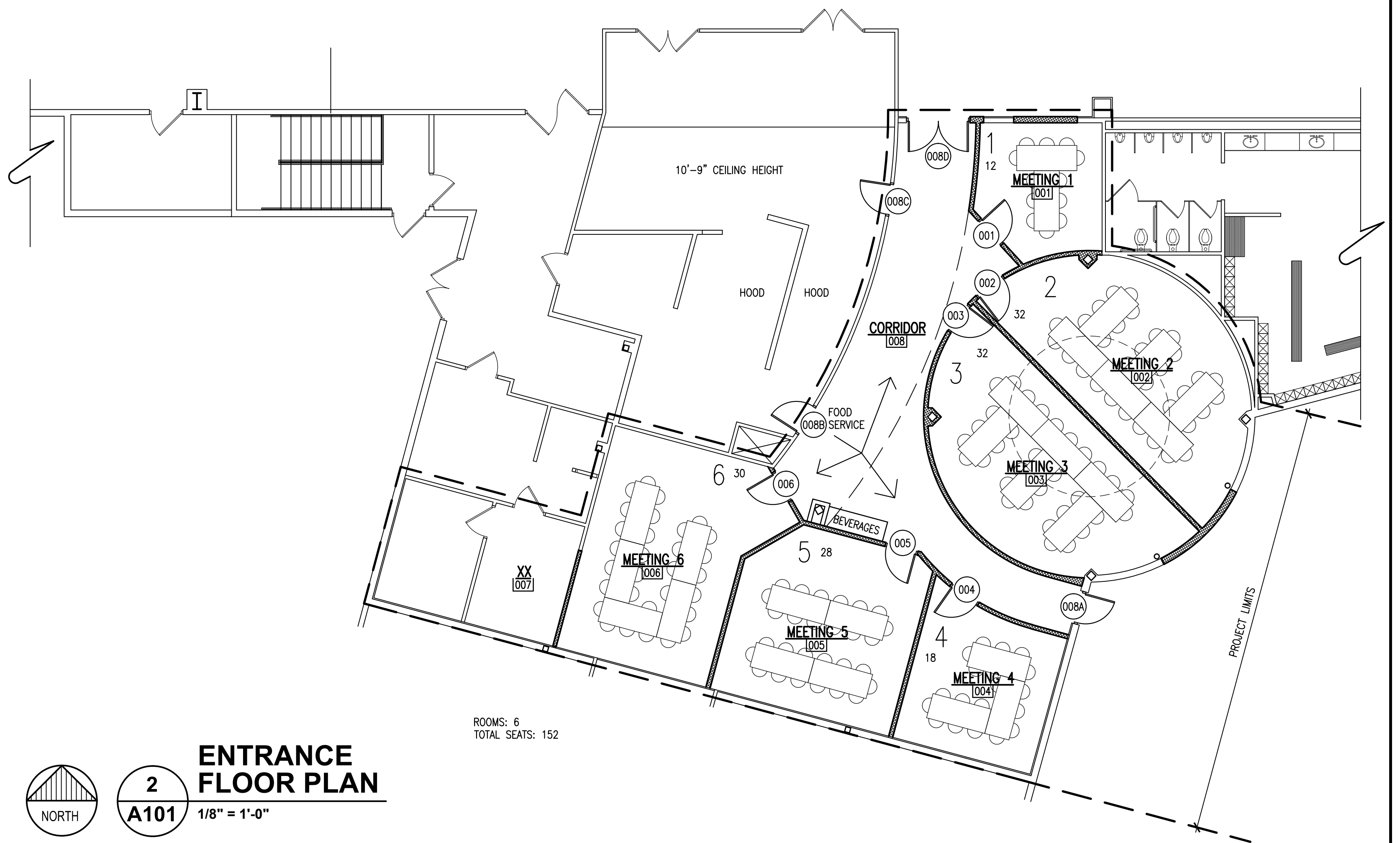


DOUBLE-DOUBLE	0
DOUBLE-DOUBLE-SLEEPER	23
KING	5
KING SUITE	0
GUEST ROOMS THIS FLOOR	28
AREA THIS FLOOR	14,924 SF



1
A101

ARCADE FLOOR PLAN
1/8" = 1'-0"



2
A101

ENTRANCE FLOOR PLAN
1/8" = 1'-0"

date	description	date	description
02/27/14	PLAN REVIEW COMMISSION		



Four Points by Sheraton – NE View



Four Points by Sheraton – NE View



Hotel Entrance



Water Park and Family Entertainment Center Addition



Water Park Entrance



Water Park Addition

February 25
2014

Arlington Downs – Traffic Study
Zone B PUD Revisions



Prepared for:

Arlington Devco

Eriksson Engineering Associates, Ltd.

145 Commerce Drive, Suite A
Grayslake, IL 60030
(847) 223-4804

601 W. Randolph St., Suite 500
Chicago, IL 60661
(312) 463-0551



MEMORANDUM

To: Mr. Gary Wendt
Arlington Devco

From: Stephen B. Corcoran, P.E., PTOE
Director of Traffic Engineering

Date: February 25, 2014

Re: Updated Traffic Information
Zone B and B2 Changes
Arlington Downs Planned Unit Development
Arlington Heights, Illinois

This memorandum summarizes the changes in the Arlington Downs Planned Unit Development (PUD) since its approval in June, 2012 and the impact those changes would have on the traffic study results. A traffic study was prepared and submitted May, 2012 for the Planned Unit Development.

The changes to the PUD affecting traffic are:

1. The Zone B development plan was updated to reflect the following:
 - a. Elimination of the two hotels (300 rooms total)
 - b. Addition of a restaurant (3,500 sq. ft. seating area/6,000 sq. ft. building area)
2. Zone B2 was added to the PUD which includes one hotel with 161 rooms. An existing 14,500 square foot commercial building will be demolished.
3. In Zone A, one retail building (5,100 sq. ft.) was eliminated from the master plan.

This memorandum addresses how these changes impact the trip generation of the development and the traffic study recommendations.

TRIP GENERATION

The trip generation tables were updated with the revisions to land plan. Also, a credit was taken for the traffic generated by the 14,500 square foot office building to be demolished in Zone B2. **Tables 1 and 2** summarize the results. There will be 4-16 percent reduction in peak hour site traffic with the revised planned unit development. The expected reduction would have a positive impact on the previous 2016 total traffic conditions and study results.

Table 1
Revised Weekday Trip Generation Estimates

Land Use	ITE LUC	Size	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Apartments	222	657 units	50	150	200	140	85	225
Hotel	312	161 rooms	55	40	95	60	40	100
Fitness Club	492	17,350 sq. ft.	12	12	24	36	24	60
Water Park		1,160 users	-	-	-	120	40	160
Retail	820	58,400 sq. ft.	67	51	118	230	230	460
Bank	912	4,700 sq. ft.	30	30	60	60	60	120
Childcare	565	88 children	35	35	70	35	35	70
Quality Restaurant	931	16,000 sq. ft.	-	-	-	80	40	120
Family Restaurant	932	10,000 sq. ft.	57	57	114	57	57	114
Subtotal			306	375	681	818	611	1,429
Public Transportation ⁽¹⁾			-	-15	-15	-15	-	-15
Internal Interaction ⁽²⁾			-30	-30	-60	-45	-45	-90
Reduction for removal of 14,500 sq. ft. office building ⁽³⁾			-20	-3	-23	-3	-19	-22
Net Trip Generation at Site Drives			256	327	583	755	547	1302
Net Trip Generation (May Report)			332	364	696	783	602	1385
Net Difference			-76	-37	-113 (-16%)	-28	-55	-83 (-6%)

(1) 10% of peak direction residential traffic based on US Census data

(2) 7% AM and 6% PM reduction interaction between uses

(3) ITE Land Use Code 710 – General Office

Table 2
Revised Saturday Trip Generation Estimates

Land Use	ITE LUC	Size	Saturday Peak Hour		
			In	Out	Total
Apartments	222	657 units	140	105	245
Hotel	312	161 rooms	67	51	118
Fitness Club	492	17,350 sq. ft.	30	30	60
Water Park		1,160 users	93	93	186
Retail	820	58,400 sq. ft.	315	315	630
Bank	912	4,700 sq. ft.	60	60	120
Childcare	565	88 children	-	-	-
Quality Restaurant	931	16,000 sq. ft.	86	86	172
Family Restaurant	932	10,000 sq. ft.	74	74	148
Subtotal			865	814	1,679
Internal Interaction			-45	-45	-90
Reduction for removal of 14,500 sq. ft. office building			-3	-3	-6
Net Trip Generation			817	766	1,583
Trips Generation (May Report)			860	795	1,655
Net Difference			-43	-29	-72 (-4%)

ZONE B/B2 SITE CIRCULATION

In conjunction with the revised land-plan, the access and parking lot layout was revised for Zone B. The parking structure and one hotel were removed from the plan and the property adjacent to Salt Creek Lane was added to the project (Zone B2). The north site access drive on Rohlwing Road has been eliminated.

The primary access to the parking fields is provided by a north-south parking aisle that extends north from the internal spine road to Salt Creek Lane. The south end will align with the Zone D parking access drive. The drive on Salt Creek Lane is approximately 275 feet east of the Rohlwing Road center line. It will have one inbound lane and one outbound lane under stop sign control.

Site traffic can enter at either end or then turn into the parking fields in front of the hotel, the restaurant, or the water park. The rear access behind the water park and its connection to Zone A will be maintained. All parking will be perpendicular with two-way parking aisles.

The hotel site will have a one-way southbound drop-off/pick-up area under a canopy. Loading and refuse access is on the north side of the building. Refuse pick-up and deliveries for the restaurant will be on the north side of the building. Parking aisles are aligned in a north-south direction.

Parking for the water park is aligned east-west to allow pedestrians to walk down the aisles to the water park entrance. Sidewalks are located in the landscape medians to provide a protected pedestrian access route to and from the restaurant and the hotel. A drop-off area is located in front of the water park entrance that can accommodate 6 to 7 waiting vehicles.

ZONE D CHANGES

With the removal of the retail building in Zone A, the parking lot in Zone D was expanded by extending the north-south parking aisles further north and adding a row of parking along the pavilion area. These revisions did not change the circulation pattern within the parking lot. The additional parking would make it easier to find a parking space.

ROHLWING ROAD ACCESS

With the elimination of the northern site access point, site traffic was reassigned to the full access site drive and to Salt Creek Lane. Capacity analyses were conducted for each intersection under the 2016 Total Traffic conditions. The results are summarized in **Table 3** and copies of the analyses are included in the **Appendix**.

Table 3
2016 Total Intersection Level of Service and Delay

Intersection	Morning Roadway Peak	Evening Roadway Peak
Rohlwing Road Center Full Access (Stop Sign)	WB Left – LOS C – 19.4 sec WB Right – LOS B – 11.5 sec <u>SB Left – LOS A – 8.5 sec</u> Overall LOS B – 12.8 sec	WB Left – LOS F – 57.2 sec WB Right – LOS B – 11.1 sec <u>SB Left – LOS A – 8.6 sec</u> Overall LOS D – 27.9 sec
Rohlwing Road At Salt Creek Lane/ Comcast Driveway (Stop Sign)	EB Lt/Thru/Rt – LOS C – 19.3 sec WB Right – LOS B – 11.1 sec WB Left – LOS D – 31.2 sec NB Left – LOS A – 8.0 sec <u>SB Left – LOS A – 8.9 sec</u> Overall LOS B – 14.4 sec	EB Lt/Thru/Rt – LOS D – 30.7 sec WB Right – LOS B – 12.3 sec WB Left – LOS F – 64.7 sec NB Left – LOS A – 8.4 sec <u>SB Left – LOS A – 8.5 sec</u> Overall LOS D – 30.9 sec

During the evening peak-hour, left-turns would experience some delays with queues up to four vehicles turning onto Rohlwing Road. However, observations of evening traffic indicate that the traffic signals at Euclid Avenue and Industrial Avenue will create more gaps in traffic than predicted in the capacity analyses and the delays will be less. Both Salt Creek Lane and the full site access have separate left-turn lanes so right-turning traffic will not be impeded.

SALT CREEK LANE DRIVEWAY

The existing driveway serving the office building on Salt Creek Lane will be relocated approximately 20 feet to the west. It will be 275 feet east of the Rohlwing Road center line. There will be one inbound lane and one outbound lane under stop sign control.

CONCLUSIONS

Based on traffic analysis, the following conclusions were developed:

1. The changes in the proposed master plan will result in 4-16% less traffic generated by the project than the prior approved plan.
2. With the lower traffic volumes generated by the project, the overall traffic improvement plan would not change.
3. Traffic circulation in Zones B/B2 and D will still operate well with the proposed changes.
4. Elimination of the northern access drive will reduce the number of access/conflict points on Rohlwing Road.
5. There will be increase the delays for left-turns onto Rohlwing Road but existing gaps and the driveway designs can accommodate the projected volumes.
6. The relocated office drive on Salt Creek Lane will be 275 feet east of Rohlwing Road and will have one inbound lane and one outbound lane under stop sign control.

Arlington Downs Traffic Study Appendix

- **Capacity Analyses**
 - **Full Access on Rohlwing**
 - **Rohlwing at Salt Creek**

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SBC			Intersection	ROHLWING/SALT CREEK/COMCAST			
Agency/Co.	EEA			Jurisdiction	ROLLING MEADOWS/A HTS			
Date Performed	11/19/2013			Analysis Year	2016 TOTAL (Revised)			
Analysis Time Period	AM PEAK							
Project Description								
East/West Street: SALT CREEK LANE/XFINITY				North/South Street:				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	1	265	130	119	300	1		
Peak-Hour Factor, PHF	0.80	0.80	0.80	0.80	0.80	0.80		
Hourly Flow Rate, HFR (veh/h)	1	331	162	148	374	1		
Percent Heavy Vehicles	2	--	--	2	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	1	1	0	1	1	0		
Configuration	L		TR	L		TR		
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	1	0	1	29	0	39		
Peak-Hour Factor, PHF	0.80	0.80	0.80	0.80	0.80	0.80		
Hourly Flow Rate, HFR (veh/h)	1	0	1	36	0	48		
Percent Heavy Vehicles	2	2	2	2	2	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	1	0	0	1	1		
Configuration		LTR		LT		R		
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L	L	LT		R		LTR	
v (veh/h)	1	148	36		48		2	
C (m) (veh/h)	1183	1071	173		640		252	
v/c	0.00	0.14	0.21		0.08		0.01	
95% queue length	0.00	0.48	0.76		0.24		0.02	
Control Delay (s/veh)	8.0	8.9	31.2		11.1		19.4	
LOS	A	A	D		B		C	
Approach Delay (s/veh)	--	--	19.7			19.4		
Approach LOS	--	--	C			C		

LOS B - 12.8

TWO-WAY STOP CONTROL SUMMARY							
General Information				Site Information			
Analyst	SBC			Intersection	ROHLWING/SALT CREEK/COMCAST		
Agency/Co.	EEA			Jurisdiction	ROLLING MEADOWS/A HTS		
Date Performed	11/19/2013			Analysis Year	2016 TOTAL (Revised)		
Analysis Time Period	PM PEAK						
Project Description							
East/West Street: SALT CREEK LANE/XFINITY				North/South Street: ROHLWING ROAD			
Intersection Orientation: North-South				Study Period (hrs): 0.25			
Vehicle Volumes and Adjustments							
Major Street	Northbound			Southbound			
Movement	1	2	3	4	5	6	
	L	T	R	L	T	R	
Volume (veh/h)	1	297	44	79	410	1	
Peak-Hour Factor, PHF	0.80	0.80	0.80	0.80	0.80	0.80	
Hourly Flow Rate, HFR (veh/h)	1	371	54	98	512	1	
Percent Heavy Vehicles	2	--	--	2	--	--	
Median Type	Undivided						
RT Channelized			0			0	
Lanes	1	1	0	1	1	0	
Configuration	L		TR	L		TR	
Upstream Signal		0			0		
Minor Street	Eastbound			Westbound			
Movement	7	8	9	10	11	12	
	L	T	R	L	T	R	
Volume (veh/h)	15	0	10	95	0	129	
Peak-Hour Factor, PHF	0.80	0.80	0.80	0.80	0.80	0.80	
Hourly Flow Rate, HFR (veh/h)	18	0	12	118	0	161	
Percent Heavy Vehicles	2	2	2	2	2	2	
Percent Grade (%)	0			0			
Flared Approach		N			N		
Storage		0			0		
RT Channelized			0			0	
Lanes	0	1	0	0	1	1	
Configuration		LTR		LT		R	
Delay, Queue Length, and Level of Service							
Approach	Northbound	Southbound	Westbound			Eastbound	
Movement	1	4	7	8	9	10	11
Lane Configuration	L	L	LT		R		LTR
v (veh/h)	1	98	118		161		30
C (m) (veh/h)	1052	1134	169		652		170
v/c	0.00	0.09	0.70		0.25		0.18
95% queue length	0.00	0.28	4.19		0.97		0.62
Control Delay (s/veh)	8.4	8.5	64.7		12.3		30.7
LOS	A	A	F		B		D
Approach Delay (s/veh)	--	--	34.5			30.7	
Approach LOS	--	--	D			D	

Overall LOS D = 27.9

TWO-WAY STOP CONTROL SUMMARY									
General Information					Site Information				
Analyst	SBC				Intersection	CENTER/ROHLWING			
Agency/Co.	EEA				Jurisdiction	ROLLING MEADOWS/A HTS			
Date Performed	11/19/2013				Analysis Year	2016 TOTAL (Revised)			
Analysis Time Period	AM PEAK								
Project Description									
East/West Street: CENTER SITE DRIVE					North/South Street: ROHLWING ROAD				
Intersection Orientation: North-South					Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments									
Major Street	Northbound					Southbound			
Movement	1	2	3	4	5	6			
	L	T	R	L	T	R			
Volume (veh/h)		405	42	40	250				
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	1.00			
Hourly Flow Rate, HFR (veh/h)	0	450	46	44	277	0			
Percent Heavy Vehicles	2	--	--	2	--	--			
Median Type	Undivided								
RT Channelized			0			0			
Lanes	0	1	0	1	1	0			
Configuration			TR	L	T				
Upstream Signal		0			0				
Minor Street	Eastbound					Westbound			
Movement	7	8	9	10	11	12			
	L	T	R	L	T	R			
Volume (veh/h)				65		30			
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.90	1.00	0.90			
Hourly Flow Rate, HFR (veh/h)	0	0	0	72	0	33			
Percent Heavy Vehicles	0	0	0	2	0	2			
Percent Grade (%)	0			0					
Flared Approach		N			N				
Storage		0			0				
RT Channelized			0			0			
Lanes	0	0	0	1	0	1			
Configuration				L		R			
Delay, Queue Length, and Level of Service									
Approach	Northbound	Southbound	Westbound			Eastbound			
Movement	1	4	7	8	9	10	11	12	
Lane Configuration		L	L		R				
v (veh/h)		44	72		33				
C (m) (veh/h)		1068	322		591				
v/c		0.04	0.22		0.06				
95% queue length		0.13	0.84		0.18				
Control Delay (s/veh)		8.5	19.4		11.5				
LOS		A	C		B				
Approach Delay (s/veh)	--	--	16.9						
Approach LOS	--	--	C						

LOS B - 14.4 sec

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SBC			Intersection	CENTER/ROHLWING			
Agency/Co.	EEA			Jurisdiction	ROLLING MEADOWS/A HTS			
Date Performed	11/19/2013			Analysis Year	2016 TOTAL (Revised)			
Analysis Time Period	PM PEAK							
Project Description								
East/West Street: CENTER SITE DRIVE				North/South Street: ROHLWING ROAD				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		310	103	105	455			
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	1.00		
Hourly Flow Rate, HFR (veh/h)	0	344	114	116	505	0		
Percent Heavy Vehicles	2	--	--	2	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	1	0	1	1	0		
Configuration			TR	L	T			
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				127		52		
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.90	1.00	0.90		
Hourly Flow Rate, HFR (veh/h)	0	0	0	141	0	57		
Percent Heavy Vehicles	0	0	0	2	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	1	0	1		
Configuration				L		R		
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (veh/h)		116	141		57			
C (m) (veh/h)		1103	200		649			
v/c		0.11	0.70		0.09			
95% queue length		0.35	4.47		0.29			
Control Delay (s/veh)		8.6	57.2		11.1			
LOS		A	F		B			
Approach Delay (s/veh)	--	--	43.9					
Approach LOS	--	--	E					

LOS D-30.9

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2014

Arlington Downs – Shared Parking Study



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INTRODUCTION

This study analyses the parking needs for the redevelopment of the Arlington Sheraton site located at the northeast corner of Euclid Avenue and Rohlwing Road in Arlington Heights, Illinois. The Arlington Sheraton was a full-service hotel with restaurants, meeting rooms, and banquet facilities. It also contained an indoor water park and was developed as a Planned Unit Development (PUD).

Arlington Downs is a mixed-use project developed by the Arlington Devco with a combination of residential, retail, restaurants, and recreational uses. An updated PUD was approved in 2012 for the project.

An amendment to the PUD is proposed to incorporate an additional parcel of land in the northwest corner of the site and update the Zone B development plan with that parcel. Zone B originally contained the water park and two hotels (300 rooms). The revised plan contains the existing water park, a new family entertainment center attached to the water park, a 6,000 square foot restaurant, and one hotel with 161 hotel rooms and 4,500 square feet of conference/meeting space.

The overall site has been divided into five development zones. Zone A contains the existing hotel tower which will be redeveloped with 214 apartments (under construction), a 5,600 square foot restaurant, and a 17,350 square foot health club. One small building will be built in front of the tower for additional retail space (5,100 square feet). Zone B contains the existing water park, a new family entertainment center, a 6,000 square foot restaurant and one hotel with 161 hotel rooms and 4,500 square feet of conference/meeting space. Zone C is planned for two more residential towers (443 apartments) along with 6,600 square feet for a childcare center or general office. Zones D and E will consist of retail, restaurant, and drive-thru bank uses.

If the development was built to 100% full entitlement, the Village of Arlington Heights Zoning Code requirement for the overall site would be 2,562 parking spaces which exceeds the 2,041 (80%) proposed parking spaces. The zoning analysis has not taken into account the shared parking characteristics of each individual use and cross-parking between zones. However, as a rule of thumb, a multi-use development like Arlington Down with shared parking and interaction between uses can easily reduce the overall parking demand 10 to 15%. A more detailed parking analysis that follows in the report has been conducted to refine the parking needs of the Arlington Downs development.

Shared parking is defined as the use of a parking space to serve two or more individual land uses without conflict or encroachment. For example, a hotel patron will park overnight in the parking lot and then leave making that space available for a water park patron during the day. A shared parking study was conducted for each land plan and development zone from 6:00 AM to Midnight. The results of the analysis indicate that the peak parking demand is 1,825 vehicles which can be accommodated by the proposed 2,041 space parking plan with a surplus of 216 spaces (11%).

ORIGINAL PLANNED UNIT DEVELOPMENT

The project site was originally occupied by a Sheraton Hotel with restaurants, office space, and convention/banquet facilities. A Coco Keys Water Park was later built attached to the hotel. The Plan Unit Development (PUD) was amended at that time with a lower parking ratio than required by the zoning code. This variation reflected the actual parking demand at the hotel and the shared parking characteristics of the various uses on-site. **Table 1** summarizes the parking required for the original development (1,847 spaces) and the amount approved in the amended PUD (1,031 spaces or 56%).

Table 1
Sheraton Hotel and Water Park Zoning Requirements

Land Use	Size	Village Code	
Hotel	429 rooms	1 space per room	429.0
Restaurants	7,922 sq. ft. (seating area)	One 1 space per 45 sq. ft. of seating area	176.0
Office	7,200 sq. ft.	One space for each 300 square feet of floor area	24.0
Water Park	1,156 occupants	Spaces equal in number to 30% of capacity	346.8
Allstate Building	13,200 sq. ft.	One space for each 300 square feet of floor area	44.0
Meeting Rooms	2,670 occupants	Spaces equal in number to 30% of capacity	801.0
Miscellaneous Space	7,750 sq. ft.	One space for each 300 square feet of floor area	25.8
Total Spaces Required			1,846.6
Total Provided in PUD			1,031.0
Reduction Approved			815.6

CURRENT PUD REQUIREMENTS

The parking requirements for the approved PUD plan based on the Village of Arlington Heights's Zoning Code are shown **Tables 2 and 3** (with medical office space). The proposed parking plan provides 85% of the parking required by zoning. Please note that the maximum water parking bather occupancy has been reduced to 1,000 bathers from the original PUD occupancy of 1,156 bathers based on discussions with the water park operator.

Table 2
Current Planned Unit Development
Arlington Downs Parking Requirements

Zone	Use	Size	Zoning Code	Required Spaces	Proposed Spaces
A	Residential Tower - Re-Use	214 DU	2.0 spaces per DU	428	
	Restaurant - Tower (seating area)	3,700 sq. ft.	1 space per 45 SF of seating area	82	
	Health Club	17,350 sq. ft.	1 space per 250 SF	70	
	Retail ⁽¹⁾	10,200 sq. ft.	1 space per 300 SF	34	
			Subtotal	614	470⁽²⁾
B	Water Park	1,000 persons	30% of Bather Load	300	
	Hotel – Phase 1	145 rooms	1 space per guest room	145	
	Hotel – Phase 2	155 rooms	1 space per guest room	155	
			Subtotal	600	550
C	Residential Towers - New	443 DU	2.0 spaces per DU	886	
	Medical Office	6,600 sq. ft.	1 space per 200 SF	33	
			Subtotal	919	720⁽³⁾
D	Restaurant	6,300 sq. ft.	1 space per 45 SF of seating area	140	
	Drive-Thru Bank	4,700 sq. ft.	1 space per 300 SF	16	
	Retail	35,200 sq. ft.	1 space per 300 SF	117	
			Subtotal	273	325
E	Retail	18,100 sq. ft.	1 space per 300 SF	60	
			Subtotal	60	75
			Total	2,466	2,140

(1) Two free standing buildings in front of Tower 1

(2) Includes 65 land banked spaces in a potential parking deck east of Tower 1

(3) Includes 45 land banked spaces on-street in Zone C

Table 3
Current Plan Unit Development
Arlington Downs Parking Requirements with Medical/Dental Uses

Zone	Use	Size	Zoning Code	Required Spaces	Proposed Spaces
A	Residential Tower - Re-Use	214 DU	2.0 spaces per DU	428	
	Restaurant - Tower (seating area)	3,700 sq. ft.	1 space per 45 SF of seating area	82	
	Health Club	17,350 sq. ft.	1 space per 250 SF	70	
	Retail ⁽¹⁾	10,200 sq. ft.	1 space per 300 SF	34	
			Subtotal	614	470⁽²⁾
B	Water Park	1,000 persons	30% of Bather Load	300	
	Hotel – Phase 1	145 rooms	1 space per guest room	145	
	Hotel – Phase 2	155 rooms	1 space per guest room	155	
			Subtotal	600	550
C	Residential Towers - New	443 DU	2.0 spaces per DU	886	
	Medical Office	6,600 sq. ft.	1 space per 300 SF	33	
			Subtotal	919	720⁽³⁾
D	Restaurant	6,300 sq. ft.	1 space per 45 SF of seating area	140	
	Drive-Thru Bank	4,700 sq. ft.	1 space per 300 SF	16	
	Medical/Dental Office	16,500 sq. ft.	1 space per 200 SF	83	
	Retail	18,700 sq. ft.	1 space per 300 SF	62	
			Subtotal	301	325
E	Retail	12,200 sq. ft.	1 space per 300 SF	41	
	Medical/Dental Office	5,900 sq. ft.	1 space per 200 SF	30	
			Subtotal	71	75
			Total	2,505	2,140

(1) Two free standing buildings in front of Tower 1

(2) Includes 65 land banked spaces in a potential parking deck east of Tower 1

(3) Includes 45 land banked spaces on-street in Zone C

PUD UPDATE PARKING REQUIREMENTS

The parking requirements were updated for the revised Zone B plan based on the Village of Arlington Heights's Zoning Code (see **Table 4**). The proposed parking plan provides 81% of the parking required by zoning.

Table 4
Updated Planned Unit Development
Arlington Downs Parking Requirements

Zone	Use	Size	Zoning Code	Required Spaces	Proposed Spaces
A	Residential Tower - Re-Use	214 DU	2.0 spaces per DU	428	
	Restaurant - Tower (seating area)	3,700 sq. ft.	1 space per 45 SF of seating area	82	
	Health Club	17,350 sq. ft.	1 space per 250 SF	70	
	Retail ⁽¹⁾	5,100 sq. ft.	1 space per 300 SF	17	
			Subtotal	597	470⁽²⁾
B	Water Park	1,000 persons	30% of Bather Load	300	
	Family Entertainment Center	160 persons	30% of Occupancy	48	
	Hotel	161 rooms	1 space per guest room	161	
	Conference Space	300 persons	30% of Occupancy	90	
	Restaurant	3,500 sq. ft.	1 space per 45 SF of seating area	78	
			Subtotal	677	375
C	Residential Towers - New	443 DU	2.0 spaces per DU	886	
	Medical Office	6,600 sq. ft.	1 space per 200 SF	33	
			Subtotal	919	720⁽³⁾
D	Restaurant	6,300 sq. ft.	1 space per 45 SF of seating area	140	
	Drive-Thru Bank	4,700 sq. ft.	1 space per 300 SF	16	
	Retail	35,200 sq. ft.	1 space per 300 SF	117	
			Subtotal	273	401⁽⁴⁾
E	Retail	18,100 sq. ft.	1 space per 300 SF	60	
			Subtotal	60	75
			Total	2,526	2,041

(1) Free standing building in front of Tower 1

(2) Includes 64 land banked spaces in a potential parking deck east of Tower 1

(3) Includes 45 land banked spaces on-street in Zone C

(4) Includes 28 land banked spaces in Zone D

MEDICAL AND OFFICE USES

The updated PUD also permits service, office, or medical office uses within the Zones D, E, and A outlot buildings, as long as they do not exceed 33% of the total square footage. The total square footage of the buildings is 77,500 square feet. Thirty-three percent of the total is 25,800 square feet minus the bank building's 4,700 square feet results in 21,100 square feet that can be used by medical uses. The medical square footage was split between Zones D (15,600 square feet) and E (5,500 square feet). **Table 5** summarizes the zoning code requirements with medical/dental uses which increases the overall requirement by 36 parking spaces.

Table 5
Updated Planned Unit Development
Arlington Downs Parking Requirements with Medical/Dental Uses

Zone	Use	Size	Zoning Code	Required Spaces	Proposed Spaces
A	Residential Tower	214 DU	2.0 spaces per DU	428	
	Restaurant - Tower (seating area)	3,700 sq. ft.	1 space per 45 SF of seating area	82	
	Health Club	17,350 sq. ft.	1 space per 250 SF	70	
	Retail ⁽¹⁾	5,100 sq. ft.	1 space per 300 SF	17	
			Subtotal	597	470⁽²⁾
B	Water Park	1,000 persons	30% of Bather Load	300	
	Family Entertainment Center	160 persons	30% of Occupancy	48	
	Hotel	161 rooms	1 space per guest room	161	
	Conference Space	300 persons	30% of Occupancy	90	
	Restaurant	3,500 sq. ft.	1 space per 45 SF of seating area	78	
			Subtotal	677	375
C	Residential Towers	443 DU	2.0 spaces per DU	886	
	Medical Office	6,600 sq. ft.	1 space per 200 SF	33	
			Subtotal	919	720⁽³⁾
D	Restaurant	6,300 sq. ft.	1 space per 45 SF of seating area	140	
	Drive-Thru Bank	4,700 sq. ft.	1 space per 300 SF	16	
	Medical/Dental Office	15,600 sq. ft.	1 space per 200 SF	78	
	Retail	19,600 sq. ft.	1 space per 300 SF	65	
			Subtotal	299	401⁽⁴⁾
E	Retail	12,600 sq. ft.	1 space per 300 SF	42	
	Medical/Dental Office	5,500 sq. ft.	1 space per 200 SF	28	
			Subtotal	70	75
			Total	2,562	2,041

(1) Free standing building in front of Tower 1

(2) Includes 65 land banked spaces in a potential parking deck east of Tower 1

(3) Includes 45 land banked spaces on-street in Zone C

(4) Includes 28 land banked spaces in Zone D

NATIONAL PARKING REQUIREMENTS

Data on parking demand for similar individual land-uses was obtained from the Institute of Transportation Engineers (ITE) Parking Generation, 4th Edition manual, the Urban Land Institute's Shared Parking, 2nd Edition report, and other parking studies. **Table 6** summarizes the data and compares it with the Village Zoning Code. Overall, except for residential, waterpark, and medical/dental offices, the national data equals or exceeds the requirements of the Village. A lower residential parking demand was used (1.45 spaces/unit) based on the national data, US Census data on auto ownership, and a study of seven local apartment complexes. A detailed parking data is provided in the appendix.

The operator of water parks has indicated that 250 parking spaces are sufficient to serve 1,000 bathers based on their other locations (see Appendix).

The Village Code requirement of medical/dental offices is one space per 200 square feet or 5.0 spaces per one thousand square feet. This is much higher than the ITE data. A detailed parking survey was conducted of 50 medical office buildings in Chicago and around the nation. That study concluded a parking ratio of 4.5 spaces per thousand square feet is appropriate (see **Appendix**).

Table 6
National Parking Data

Land Use	Unit	Village Code	ITE	ULI	Other Data	Ratio Used
Apartment	Dwelling	2.0/unit	1.23 (1.13)	1.65 (1.65)	1.3/unit ⁽¹⁾	1.45/unit
Hotel	Guest room	1.0/room	0.6 (0.66)	1.25 (1.08)	-na-	1.0/room
Conference	Occupancy	30%	-na-	-na-	-na-	30%
Retail	1,000 sq. ft.	3.33	3.76 (4.67)	3.6 (4.0)	-na-	3.6 (4.0)
Office	1,000 sq. ft.	3.33	2.84 (-na-)	3.8(0.38)	-na-	3.33 (.38)
Childcare	Child/Employee	1.5 per employee	.24(-na-)/child	-na-	-na-	.24(0)/child
Bank	1,000 sq. ft	3.33	4.0 (3.5)	4.6 (4.6)	-na-	4.0 (3.5)
Medical Office	1,000 sq. ft	5.0	3.2 (-na-)	4.5 (4.5)	4.5 ⁽²⁾	4.5 (4.5)
Water Park	Occupancy	30%	-na-	-na-	25% ⁽³⁾	25%
Restaurant	1,000 sq. ft.	11.1	10.6 (16.4)	10.5 (15.0)	-na-	10.6 (15.0)
Health Club	1,000 sq. ft.	4.0	5.87 (2.89)	7.0 (5.75)	-na-	6.0 (4.0)

Note— Weekday Demand (Weekend Demand)

(1) Auto Ownership for Rental Units in Arlington Heights – US Census.

(2) Walker Parking Study of Medical/Dental Office Buildings

(3) Water Park Operator Experience

SHARED PARKING

The zoning analysis has not taken into account the shared parking characteristics of each individual use and cross-parking between zones. However, as a rule of thumb, a multi-use development like Arlington Down with shared parking and interaction between uses can easily reduce the overall parking demand 10 to 15%.

The Village of Arlington Heights permits the consideration of shared parking when several different land-uses occupy the same site. Shared parking is defined as the use of a parking space to serve two or more individual land uses without conflict or encroachment. For example, a hotel patron will park overnight in the parking lot and then leave making that space available for a water park patron during the day. A detailed shared parking study was conducted for each development zone from 6:00 AM to Midnight. The Appendix contains the detailed shared parking tables for each development zone. **Table 7** provides the total parking demand by hour for a weekday and a weekend and compares it to the proposed parking supply for the overall development.

PARKING BY ZONE

The peak parking demand occurred at 7:00 PM for both the weekday and Saturday shared parking analyses. Zones A, C, D, and E provided sufficient parking spaces within their own zones to accommodate their needs and maintain a surplus to minimize traffic circulation created when looking for an empty space.

Zone B has a peak demand that exceeds its parking supply of 375 parking spaces. Demand exceeds the supply by 120 spaces during the weekday and 107 spaces on a Saturday. Zone B uses consist of the water park, the hotel with conference space, and a restaurant. The analysis assumes that all three uses will be at maximum occupancy on the same day and time.

The peak use of the conference space is during the weekdays. The water park peak usage is during weekends when the weather is inclement (late Fall thru early spring) which coincides with the school year. Attendance is lower during the summer when patrons are using outdoor pool facilities. On weekdays during the school year, the peak water park attendance is during the evening hours, when school is out, which is offset from the conference space peak usage during the day.

Overflow parking from Zone B would primarily park in Zone D. Additional parking could be arranged on the adjacent commercial properties along Salt Creek Drive during the evening hours and on the weekends when the majority of those spaces are empty. Employees could be directed to park in those lots or valet parking provided for patrons. Salt Creek Lane permits on-street parking that could supply 200 spaces.

ZONE D AND E PARKING WITH MEDICAL OFFICES

A comparison of retail to medical/dental parking characteristics indicate that medical/dental has a higher demand per one thousand square feet during the weekday/Saturday mornings and less in the afternoon. However, there is minimal parking at night and on the weekend afternoon/evenings when the nearby restaurant uses are peaking. An analysis of both Zone D and E's parking was done to check the impact of medical uses and can be found in the Appendix. Overall, the medical/dental uses can be accommodated in Zones D and E.

CONSTRUCTION PHASING

A parking construction phasing plan has been provided for each phase as it develops (See **Appendix**). It will utilize some of the existing on-site parking areas for temporary and construction parking.

CONCLUSIONS

Based on the shared parking analysis the following conclusions and recommendations were reached:

- The Zoning Code requirement of 2,562 parking spaces exceeds the proposed supply of 2,041 spaces (79%).
- The peak parking demand on the site is in the early weekday evening with a demand of 1,825 vehicles resulting in a surplus of 216 spaces with the proposed parking plan.
- Land banked parking is included in the overall plan (137 spaces) in three locations and would be constructed as needed.
- Each development zone provides most, if not all, of its parking needs within its own zone with minimal spillage into the other zones.
- Zone B could experience overflow parking into the other zones if the water park, the restaurant, and the meeting rooms were operating at full occupancy simultaneously. This may occur a couple of times per year and will be managed by relocating employee parking into other zones and valet parking.

Table 7
Arlington Downs Weekday Shared Parking Analysis

Weekday	Parking Demand by Zone								
Hour	A	B	C	D	E	Total	Supply	Surplus	
6:00 AM	340	133	577	27	2	1078	2041	963	47%
7:00 AM	299	144	531	54	5	1031	2041	1010	49%
8:00 AM	292	172	518	96	13	1092	2041	949	47%
9:00 AM	302	194	494	148	28	1167	2041	874	43%
10:00 AM	292	206	467	205	45	1216	2041	825	40%
11:00 AM	290	242	437	245	57	1270	2041	771	38%
Noon	267	278	406	288	63	1301	2041	740	36%
1:00 PM	287	275	435	287	65	1350	2041	691	34%
2:00 PM	281	268	438	251	63	1301	2041	740	36%
3:00 PM	275	285	437	219	60	1277	2041	764	37%
4:00 PM	297	346	464	229	60	1396	2041	645	32%
5:00 PM	350	492	526	277	62	1707	2041	334	16%
6:00 PM	380	495	563	274	62	1774	2041	267	13%
7:00 PM	404	441	627	290	62	1825	2041	216	11%
8:00 PM	398	420	632	272	53	1775	2041	266	13%
9:00 PM	388	333	637	204	36	1598	2041	443	22%
10:00 PM	364	219	643	163	21	1408	2041	633	31%
11:00 PM	335	173	629	115	7	1259	2041	782	38%
Midnight	304	147	609	40	0	1101	2041	940	46%
Weekend	A	B	C	D	E	Total	Supply	Surplus	
6:00 AM	324	131	576	22	2	1055	2041	986	48%
7:00 AM	292	142	532	51	5	1022	2041	1019	50%
8:00 AM	278	174	504	95	12	1063	2041	978	48%
9:00 AM	278	203	476	161	28	1147	2041	894	44%
10:00 AM	262	326	448	217	41	1293	2041	748	37%
11:00 AM	258	401	419	257	51	1385	2041	656	32%
Noon	252	482	390	318	61	1503	2041	538	26%
1:00 PM	254	478	416	305	67	1521	2041	520	25%
2:00 PM	246	446	416	291	72	1472	2041	569	28%
3:00 PM	245	408	416	264	72	1406	2041	635	31%
4:00 PM	271	385	445	262	70	1432	2041	609	30%
5:00 PM	337	393	516	289	66	1601	2041	440	22%
6:00 PM	362	410	558	310	59	1698	2041	343	17%
7:00 PM	377	397	625	339	55	1792	2041	249	12%
8:00 PM	364	376	631	324	48	1742	2041	299	15%
9:00 PM	346	323	637	225	38	1568	2041	473	23%
10:00 PM	343	233	642	191	27	1436	2041	605	30%
11:00 PM	334	194	629	146	11	1313	2041	728	36%
Midnight	311	167	609	70	0	1157	2041	884	43%

Arlington Downs Shared Parking Study Appendices

- **Shared Parking Tables**
- **Parking Data For:**
 - Apartments
 - Medical Office
 - Water Park
- **Parking Construction Phasing**

Full Build Out (Phase 5)
Arlington Down's Parking Demand

Weekday									
Hour	A	B	C	D	E	Total	Supply	Surplus	
Supply	470	375	720	401	75		2041		
6:00 AM	340	133	577	27	2	1078	2041	963	47%
7:00 AM	299	144	531	54	5	1031	2041	1010	49%
8:00 AM	292	172	518	96	13	1092	2041	949	47%
9:00 AM	302	194	494	148	28	1167	2041	874	43%
10:00 AM	292	206	467	205	45	1216	2041	825	40%
11:00 AM	290	242	437	245	57	1270	2041	771	38%
Noon	267	278	406	288	63	1301	2041	740	36%
1:00 PM	287	275	435	287	65	1350	2041	691	34%
2:00 PM	281	268	438	251	63	1301	2041	740	36%
3:00 PM	275	285	437	219	60	1277	2041	764	37%
4:00 PM	297	346	464	229	60	1396	2041	645	32%
5:00 PM	350	492	526	277	62	1707	2041	334	16%
6:00 PM	380	495	563	274	62	1774	2041	267	13%
7:00 PM	404	441	627	290	62	1825	2041	216	11%
8:00 PM	398	420	632	272	53	1775	2041	266	13%
9:00 PM	388	333	637	204	36	1598	2041	443	22%
10:00 PM	364	219	643	163	21	1408	2041	633	31%
11:00 PM	335	173	629	115	7	1259	2041	782	38%
Midnight	304	147	609	40	0	1101	2041	940	46%
Weekend									
Hour	A	B	C	D	E	Total	Supply	Surplus	
Supply	470	375	720	401	75		2041		
6:00 AM	324	131	576	22	2	1055	2041	986	48%
7:00 AM	292	142	532	51	5	1022	2041	1019	50%
8:00 AM	278	174	504	95	12	1063	2041	978	48%
9:00 AM	278	203	476	161	28	1147	2041	894	44%
10:00 AM	262	326	448	217	41	1293	2041	748	37%
11:00 AM	258	401	419	257	51	1385	2041	656	32%
Noon	252	482	390	318	61	1503	2041	538	26%
1:00 PM	254	478	416	305	67	1521	2041	520	25%
2:00 PM	246	446	416	291	72	1472	2041	569	28%
3:00 PM	245	408	416	264	72	1406	2041	635	31%
4:00 PM	271	385	445	262	70	1432	2041	609	30%
5:00 PM	337	393	516	289	66	1601	2041	440	22%
6:00 PM	362	410	558	310	59	1698	2041	343	17%
7:00 PM	377	397	625	339	55	1792	2041	249	12%
8:00 PM	364	376	631	324	48	1742	2041	299	15%
9:00 PM	346	323	637	225	38	1568	2041	473	23%
10:00 PM	343	233	642	191	27	1436	2041	605	30%
11:00 PM	334	194	629	146	11	1313	2041	728	36%
Midnight	311	167	609	70	0	1157	2041	884	43%

Zone A		Residential Tower #1, Tower Restaurant, and Health Club										Does Not Include Buildings #5 and #6 (See Zone D)						
Weekday	RESIDENTIAL					RESTAURANT					HEALTH CLUB					Zone Total	Parking Provided Diff.	
	Visitor Parking		Resident Parking			Customer Parking		Employee Parking			Customer Parking		Employee Parking					
	Size	214	Size	214	Total Parking	Size =	5,600	Size	5,600	Total	Size =	17,350	Size	17,350				
	Units =	0.15	Units =	1.3		Units =	4.5	Units=	1.6		Units =	4.2	Units=	0.4				
	Peak Demand	32.1 veh.	Peak Demand	278.2 veh.		Peak Demand	25.2 %	Peak Demand	9.0 %		Peak Demand	72.9 %	Peak Demand	6.9 %				
6:00 AM	0%	0.0	100%	278.2	278.2	13%	3.3	25%	2.2	5.5	70%	51.0	75%	5.2	56.2	339.9	470	130.1
7:00 AM	10%	3.2	90%	250.4	253.6	25%	6.3	48%	4.3	10.6	40%	29.1	75%	5.2	34.4	298.5	470	171.5
8:00 AM	20%	6.4	85%	236.5	242.9	30%	7.6	79%	7.1	14.6	40%	29.1	75%	5.2	34.4	291.9	470	178.1
9:00 AM	20%	6.4	80%	222.6	229.0	38%	9.6	83%	7.4	17.0	70%	51.0	75%	5.2	56.2	302.2	470	167.8
10:00 AM	20%	6.4	75%	208.7	215.1	50%	12.6	95%	8.5	21.1	70%	51.0	75%	5.2	56.2	292.4	470	177.6
11:00 AM	20%	6.4	70%	194.7	201.2	65%	16.4	95%	8.5	24.9	80%	58.3	75%	5.2	63.5	289.6	470	180.4
Noon	20%	6.4	65%	180.8	187.3	88%	22.2	95%	8.5	30.7	60%	43.7	75%	5.2	48.9	266.9	470	203.1
1:00 PM	20%	6.4	70%	194.7	201.2	83%	20.9	95%	8.5	29.4	70%	51.0	75%	5.2	56.2	286.8	470	183.2
2:00 PM	20%	6.4	70%	194.7	201.2	58%	14.6	95%	8.5	23.1	70%	51.0	75%	5.2	56.2	280.5	470	189.5
3:00 PM	20%	6.4	70%	194.7	201.2	43%	10.8	75%	6.7	17.6	70%	51.0	75%	5.2	56.2	274.9	470	195.1
4:00 PM	20%	6.4	75%	208.7	215.1	48%	12.1	75%	6.7	18.8	80%	58.3	75%	5.2	63.5	297.4	470	172.6
5:00 PM	40%	12.8	85%	236.5	249.3	75%	18.9	100%	9.0	27.9	90%	65.6	100%	6.9	72.5	349.7	470	120.3
6:00 PM	60%	19.3	90%	250.4	269.6	87%	21.9	100%	9.0	30.9	100%	72.9	100%	6.9	79.8	380.3	470	89.7
7:00 PM	100%	32.1	97%	269.9	302.0	90%	22.7	100%	9.0	31.6	90%	65.6	75%	5.2	70.8	404.4	470	65.6
8:00 PM	100%	32.1	98%	272.6	304.7	90%	22.7	100%	9.0	31.6	80%	58.3	50%	3.5	61.8	398.1	470	71.9
9:00 PM	100%	32.1	99%	275.4	307.5	80%	20.2	90%	8.1	28.2	70%	51.0	20%	1.4	52.4	388.1	470	81.9
10:00 PM	100%	32.1	100%	278.2	310.3	75%	18.9	83%	7.4	26.3	35%	25.5	20%	1.4	26.9	363.5	470	106.5
11:00 PM	80%	25.7	100%	278.2	303.9	63%	15.9	75%	6.7	22.6	10%	7.3	20%	1.4	8.7	335.2	470	134.8
Midnight	50%	16.1	100%	278.2	294.3	25%	6.3	35%	3.1	9.4	0%	0.0	0%	0.0	0.0	303.7	470	166.3

	Residential Tower #1 and Tower Restaurant and Health Club										Does Not Include Buildings #5 and #6 (See Zone D)											
	RESIDENTIAL					RESTAURANT					HEALTH CLUB											
Weekend	Visitor Parking		Resident Parking			Customer Parking		Employee Parking			Customer Parking		Employee Parking									
	Size	214	Size	214	Total Parking	Size =	5,600	Size	5,600	Total Parking	Size =	17,350	Size	17,350	Zone Total	Parking Provided	Diff.					
	Units =	0.15	Units =	1.3		Units =	6.4	Units=	2.25		Units =	2.81	Units=	0.25								
	Peak Demand	32.1	Peak Demand	278.2		Peak Demand	35.8	Peak Demand	12.6		Peak Demand	48.8	Peak Demand	4.3								
	%	veh.	%	veh.	%	veh.	%	veh.	%	veh.	%	veh.	%	veh.								
6:00 AM	0%	0.0	100%	278.2	278.2	5%	1.8	25%	3.2	4.9	80%	39.0	50%	2.2	41.2	324.3	470	145.7				
7:00 AM	20%	6.4	90%	250.4	256.8	13%	4.7	50%	6.3	11.0	45%	21.9	50%	2.2	24.1	291.9	470	178.1				
8:00 AM	20%	6.4	85%	236.5	242.9	23%	8.2	60%	7.6	15.8	35%	17.1	50%	2.2	19.2	277.9	470	192.1				
9:00 AM	20%	6.4	80%	222.6	229.0	35%	12.5	75%	9.5	22.0	50%	24.4	50%	2.2	26.5	277.5	470	192.5				
10:00 AM	20%	6.4	75%	208.7	215.1	45%	16.1	88%	11.1	27.2	35%	17.1	50%	2.2	19.2	261.5	470	208.5				
11:00 AM	20%	6.4	70%	194.7	201.2	53%	19.0	88%	11.1	30.1	50%	24.4	50%	2.2	26.5	257.8	470	212.2				
Noon	20%	6.4	65%	180.8	187.3	75%	26.9	88%	11.1	38.0	50%	24.4	50%	2.2	26.5	251.8	470	218.2				
1:00 PM	20%	6.4	70%	194.7	201.2	70%	25.1	88%	11.1	36.2	30%	14.6	50%	2.2	16.8	254.1	470	215.9				
2:00 PM	20%	6.4	70%	194.7	201.2	55%	19.7	88%	11.1	30.8	25%	12.2	50%	2.2	14.4	246.3	470	223.7				
3:00 PM	20%	6.4	70%	194.7	201.2	43%	15.4	75%	9.5	24.9	35%	17.1	50%	2.2	19.2	245.3	470	224.7				
4:00 PM	20%	6.4	75%	208.7	215.1	45%	16.1	75%	9.5	25.6	55%	26.8	75%	3.3	30.1	270.7	470	199.3				
5:00 PM	40%	12.8	85%	236.5	249.3	60%	21.5	100%	12.6	34.1	100%	48.8	100%	4.3	53.1	336.5	470	133.5				
6:00 PM	60%	19.3	90%	250.4	269.6	80%	28.7	100%	12.6	41.3	95%	46.3	100%	4.3	50.7	361.6	470	108.4				
7:00 PM	100%	32.1	97%	269.9	302.0	83%	29.7	100%	12.6	42.3	60%	29.3	75%	3.3	32.5	376.8	470	93.2				
8:00 PM	100%	32.1	98%	272.6	304.7	83%	29.7	100%	12.6	42.3	30%	14.6	50%	2.2	16.8	363.9	470	106.1				
9:00 PM	100%	32.1	99%	275.4	307.5	60%	21.5	90%	11.3	32.8	10%	4.9	20%	0.9	5.7	346.1	470	123.9				
10:00 PM	100%	32.1	100%	278.2	310.3	57%	20.4	83%	10.5	30.9	1%	0.5	20%	0.9	1.4	342.5	470	127.5				
11:00 PM	80%	25.7	100%	278.2	303.9	53%	19.0	75%	9.5	28.4	1%	0.5	20%	0.9	1.4	333.7	470	136.3				
Midnight	50%	16.1	100%	278.2	294.3	30%	10.8	45%	5.7	16.4	0%	0.0	0%	0.0	0.0	310.7	470	159.3				

Assumes that 25% of health club users are project residents or employees

Zone B Hotel and Water Park/Family Entertainment Center

Hotel with 161 rooms and conference space, restaurant, and 1,160 persons in Water Park/FEC

Weekday	Waterpark/FEC (1)		Conference Space (2)		Hotel Guest Parking		Hotel Employee Parking		Customer Parking		Employee Parking		Total Parking	Parking Provided	Diff.
	Size	1,096	Size	184	Rooms	161	Rooms	161	Size =	6,000	Size	6,000			
	Units =	0.25	Units =	0.3	Units =	0.8	Units =	0.2	Units =	9	Units =	1.6			
	Peak Demand	274.0	Peak Demand	55.2	Peak Demand	128.8	Peak Demand	32.2	Peak Demand	54.0	Peak Demand	9.6			
	%	veh.	%	veh.	%	veh.	%	veh.	%	veh.	%	veh.			
6:00 AM	0%	0.0	0%	0.0	95%	122.4	5%	1.6	13%	7.0	25%	2.4	133.4	375	241.6
7:00 AM	0%	0.0	0%	0.0	90%	115.9	30%	9.7	25%	13.5	48%	4.6	143.7	375	231.3
8:00 AM	0%	0.0	30%	16.6	80%	103.0	90%	29.0	30%	16.2	79%	7.6	172.4	375	202.6
9:00 AM	5%	13.7	60%	33.1	70%	90.2	90%	29.0	38%	20.5	83%	8.0	194.4	375	180.6
10:00 AM	10%	27.4	60%	33.1	60%	77.3	100%	32.2	50%	27.0	95%	9.1	206.1	375	168.9
11:00 AM	20%	54.8	60%	33.1	60%	77.3	100%	32.2	65%	35.1	95%	9.1	241.6	375	133.4
Noon	30%	82.2	65%	35.9	55%	70.8	100%	32.2	88%	47.5	95%	9.1	277.8	375	97.2
1:00 PM	30%	82.2	65%	35.9	55%	70.8	100%	32.2	83%	44.8	95%	9.1	275.1	375	99.9
2:00 PM	30%	82.2	65%	35.9	60%	77.3	100%	32.2	58%	31.3	95%	9.1	268.0	375	107.0
3:00 PM	40%	109.6	65%	35.9	60%	77.3	100%	32.2	43%	23.2	75%	7.2	285.4	375	89.6
4:00 PM	60%	164.4	65%	35.9	65%	83.7	90%	29.0	48%	25.9	75%	7.2	346.1	375	28.9
5:00 PM	100%	274.0	100%	55.2	70%	90.2	70%	22.5	75%	40.5	100%	9.6	492.0	375	-117.0
6:00 PM	100%	274.0	100%	55.2	75%	96.6	40%	12.9	87%	47.0	100%	9.6	495.3	375	-120.3
7:00 PM	80%	219.2	100%	55.2	75%	96.6	20%	6.4	100%	54.0	100%	9.6	441.0	375	-66.0
8:00 PM	70%	191.8	100%	55.2	80%	103.0	20%	6.4	100%	54.0	100%	9.6	420.1	375	-45.1
9:00 PM	40%	109.6	100%	55.2	85%	109.5	20%	6.4	80%	43.2	90%	8.6	332.6	375	42.4
10:00 PM	5%	13.7	50%	27.6	95%	122.4	20%	6.4	75%	40.5	83%	8.0	218.6	375	156.4
11:00 PM	0%	0.0	0%	0.0	100%	128.8	10%	3.2	63%	34.0	75%	7.2	173.2	375	201.8
Midnight	0%	0.0	0%	0.0	100%	128.8	5%	1.6	25%	13.5	35%	3.4	147.3	375	227.7
Weekend	Waterpark/FEC (1)		Conference Space (2)		Hotel Guest Parking		Hotel Employee Parking		Customer Parking		Employee Parking		Total Parking	Parking Provided	Diff.
	Size	1,096	Size	184	Rooms	161	Rooms	161	Size =	6,000	Size	6,000			
	Units =	0.25	Units =	0.3	Units =	0.8	Units =	0.2	Units =	12.75	Units =	2.25			
	Peak Demand	274.0	Peak Demand	55.2	Peak Demand	128.8	Peak Demand	32.2	Peak Demand	76.5	Peak Demand	13.5			
	%	veh.	%	veh.	%	veh.	%	veh.	%	veh.	%	veh.			
6:00 AM	0%	0.0	0%	0.0	95%	122.4	5%	1.6	5%	3.8	25%	3.4	131.2	375	243.8
7:00 AM	0%	0.0	0%	0.0	90%	115.9	30%	9.7	13%	9.9	50%	6.8	142.3	375	232.7
8:00 AM	0%	0.0	30%	16.6	80%	103.0	90%	29.0	23%	17.6	60%	8.1	174.3	375	200.7
9:00 AM	5%	13.7	60%	33.1	70%	90.2	90%	29.0	35%	26.8	75%	10.1	202.9	375	172.1
10:00 AM	50%	137.0	60%	33.1	60%	77.3	100%	32.2	45%	34.4	88%	11.9	325.9	375	49.1
11:00 AM	75%	205.5	60%	33.1	60%	77.3	100%	32.2	53%	40.5	88%	11.9	400.5	375	-25.5
Noon	100%	274.0	65%	35.9	55%	70.8	100%	32.2	75%	57.4	88%	11.9	482.2	375	-107.2
1:00 PM	100%	274.0	65%	35.9	55%	70.8	100%	32.2	70%	53.6	88%	11.9	478.4	375	-103.4
2:00 PM	90%	246.6	65%	35.9	60%	77.3	100%	32.2	55%	42.1	88%	11.9	445.9	375	-70.9
3:00 PM	80%	219.2	65%	35.9	60%	77.3	100%	32.2	43%	32.9	75%	10.1	407.6	375	-32.6
4:00 PM	70%	191.8	65%	35.9	65%	83.7	90%	29.0	45%	34.4	75%	10.1	384.9	375	-9.9
5:00 PM	60%	164.4	100%	55.2	70%	90.2	75%	24.2	60%	45.9	100%	13.5	393.3	375	-18.3
6:00 PM	60%	164.4	100%	55.2	75%	96.6	60%	19.3	80%	61.2	100%	13.5	410.2	375	-35.2
7:00 PM	50%	137.0	100%	55.2	75%	96.6	55%	17.7	100%	76.5	100%	13.5	396.5	375	-21.5
8:00 PM	40%	109.6	100%	55.2	80%	103.0	55%	17.7	100%	76.5	100%	13.5	375.6	375	-0.6
9:00 PM	30%	82.2	100%	55.2	85%	109.5	55%	17.7	60%	45.9	90%	12.2	322.6	375	52.4
10:00 PM	5%	13.7	50%	27.6	95%	122.4	45%	14.5	57%	43.6	83%	11.2	233.0	375	142.0
11:00 PM	0%	0.0	0%	0.0	100%	128.8	45%	14.5	53%	40.5	75%	10.1	194.0	375	181.0
Midnight	0%	0.0	0%	0.0	100%	128.8	30%	9.7	30%	23.0	45%	6.1	167.5	375	207.5

(1) Water Park/FEC totals include 1,000 bathers in Water Park and 160 persons in Family Entertainment Center (40% from Water Park) for a total of 1,096 persons

(2) Conference Space Assumes that 40% of attendees will be hotel guests (4,600sf/15/sf/per.=307 personsx60% public=184 persons)

Zone C Two Residential Towers with Office
OFFICE

Weekday	Employee Parking				Office Total Parking	Residential				Zone Total	Spaces Provided Diff.	
	Size	6,600	Units =	3.08		Size	443	Units =	0.15			
	Peak Demand	20.3	Peak Demand	1.7		Peak Demand	66.5	Peak Demand	575.9			
	%	veh.	%	veh.		%	veh.	%	veh.			
6:00 AM	3%	0.6	0%	0.0	0.6	0%	0.0	100%	575.9	575.9	576.5	720 143.5
7:00 AM	30%	6.1	1%	0.0	6.1	10%	6.6	90%	518.3	525.0	531.1	720 188.9
8:00 AM	75%	15.2	20%	0.3	15.6	20%	13.3	85%	489.5	502.8	518.4	720 201.6
9:00 AM	95%	19.3	60%	1.0	20.3	20%	13.3	80%	460.7	474.0	494.3	720 225.7
10:00 AM	100%	20.3	100%	1.7	22.0	20%	13.3	75%	431.9	445.2	467.2	720 252.8
11:00 AM	100%	20.3	45%	0.7	21.1	20%	13.3	70%	403.1	416.4	437.5	720 282.5
Noon	90%	18.3	15%	0.2	18.5	20%	13.3	65%	374.3	387.6	406.2	720 313.8
1:00 PM	90%	18.3	45%	0.7	19.0	20%	13.3	70%	403.1	416.4	435.5	720 284.5
2:00 PM	100%	20.3	100%	1.7	22.0	20%	13.3	70%	403.1	416.4	438.4	720 281.6
3:00 PM	100%	20.3	45%	0.7	21.1	20%	13.3	70%	403.1	416.4	437.5	720 282.5
4:00 PM	90%	18.3	15%	0.2	18.5	20%	13.3	75%	431.9	445.2	463.8	720 256.2
5:00 PM	50%	10.2	10%	0.2	10.3	40%	26.6	85%	489.5	516.1	526.4	720 193.6
6:00 PM	25%	5.1	5%	0.1	5.2	60%	39.9	90%	518.3	558.2	563.3	720 156.7
7:00 PM	10%	2.0	2%	0.0	2.1	100%	66.5	97%	558.6	625.1	627.1	720 92.9
8:00 PM	7%	1.4	1%	0.0	1.4	100%	66.5	98%	564.4	630.8	632.3	720 87.7
9:00 PM	3%	0.6	0%	0.0	0.6	100%	66.5	99%	570.1	636.6	637.2	720 82.8
10:00 PM	1%	0.2	0%	0.0	0.2	100%	66.5	100%	575.9	642.4	642.6	720 77.4
11:00 PM	0%	0.0	0%	0.0	0.0	80%	53.2	100%	575.9	629.1	629.1	720 90.9
Midnight	0%	0.0	0%	0.0	0.0	50%	33.2	100%	575.9	609.1	609.1	720 110.9
OFFICE						RESIDENTIAL						
Weekend	Employee Parking				Office Total Parking	Residential				Zone Total	Spaces Provided Diff.	
	Size	6,600	Units =	0.35		Size	443	Units =	1.3			
	Peak Demand	2.3	Peak Demand	0.2		Peak Demand	66.5	Peak Demand	575.9			
	%	veh.	%	veh.		%	veh.	%	veh.			
6:00 AM	0%	0.0	0%	0.0	0.0	0%	0.0	100%	575.9	575.9	575.9	720 144.1
7:00 AM	0%	0.0	0%	0.0	0.0	20%	13.3	90%	518.3	531.6	531.6	720 188.4
8:00 AM	60%	1.4	90%	0.2	1.6	20%	13.3	85%	489.5	502.8	504.4	720 215.6
9:00 AM	100%	2.3	90%	0.2	2.5	20%	13.3	80%	460.7	474.0	476.5	720 243.5
10:00 AM	100%	2.3	100%	0.2	2.5	20%	13.3	75%	431.9	445.2	447.7	720 272.3
11:00 AM	100%	2.3	100%	0.2	2.5	20%	13.3	70%	403.1	416.4	418.9	720 301.1
Noon	100%	2.3	30%	0.1	2.4	20%	13.3	65%	374.3	387.6	390.0	720 330.0
1:00 PM	0%	0.0	0%	0.0	0.0	20%	13.3	70%	403.1	416.4	416.4	720 303.6
2:00 PM	0%	0.0	0%	0.0	0.0	20%	13.3	70%	403.1	416.4	416.4	720 303.6
3:00 PM	0%	0.0	0%	0.0	0.0	20%	13.3	70%	403.1	416.4	416.4	720 303.6
4:00 PM	0%	0.0	0%	0.0	0.0	20%	13.3	75%	431.9	445.2	445.2	720 274.8
5:00 PM	0%	0.0	0%	0.0	0.0	40%	26.6	85%	489.5	516.1	516.1	720 203.9
6:00 PM	0%	0.0	0%	0.0	0.0	60%	39.9	90%	518.3	558.2	558.2	720 161.8
7:00 PM	0%	0.0	0%	0.0	0.0	100%	66.5	97%	558.6	625.1	625.1	720 94.9
8:00 PM	0%	0.0	0%	0.0	0.0	100%	66.5	98%	564.4	630.8	630.8	720 89.2
9:00 PM	0%	0.0	0%	0.0	0.0	100%	66.5	99%	570.1	636.6	636.6	720 83.4
10:00 PM	0%	0.0	0%	0.0	0.0	100%	66.5	100%	575.9	642.4	642.4	720 77.7
11:00 PM	0%	0.0	0%	0.0	0.0	80%	53.2	100%	575.9	629.1	629.1	720 90.9
Midnight	0%	0.0	0%	0.0	0.0	50%	33.2	100%	575.9	609.1	609.1	720 110.9

Zone D **Retail/Restaurant/Bank** (includes Retail Building from Zone A and contingent square footage))

	RETAIL					BANK				RESTAURANT				Zone Total	Parking Provided	Diff.		
	Customer Parking		Employee Parking			Customer Parking		Employee Parking		Customer Parking		Employee Parking						
Weekday	Size =	40,300	Size	40,300		Size =	4,700	Size	4,700	Size =	14,400	Size	14,400					
	Units =	2.9	Units =	0.7	Total	Units =	2.6	Units=	1.4	Total	Units =	9	Units=				1.6	Total
	Peak Demand	116.9	Peak Demand	28.2	Parking	Peak Demand	12.2	Peak Demand	6.6	Parking	Peak Demand	129.6	Peak Demand	23.0	Parking			
	%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.				
6:00 AM	1%	1.2	10%	2.8	4.0	0%	0.0	0%	0.0	0.0	13%	16.8	25%	5.8	22.6	26.6	401	374.4
7:00 AM	5%	5.8	15%	4.2	10.1	0%	0.0	0%	0.0	0.0	25%	32.4	48%	11.1	43.5	53.5	401	347.5
8:00 AM	15%	17.5	40%	11.3	28.8	50%	6.1	60%	3.9	10.1	30%	38.9	79%	18.2	57.1	96.0	401	305.0
9:00 AM	35%	40.9	75%	21.2	62.1	90%	11.0	100%	6.6	17.6	38%	49.2	83%	19.1	68.4	148.0	401	253.0
10:00 AM	65%	76.0	85%	24.0	99.9	100%	12.2	100%	6.6	18.8	50%	64.8	95%	21.9	86.7	205.4	401	195.6
11:00 AM	85%	99.3	95%	26.8	126.1	50%	6.1	100%	6.6	12.7	65%	84.2	95%	21.9	106.1	245.0	401	156.0
Noon	95%	111.0	100%	28.2	139.2	50%	6.1	100%	6.6	12.7	88%	114.0	95%	21.9	135.9	287.9	401	113.1
1:00 PM	100%	116.9	100%	28.2	145.1	50%	6.1	100%	6.6	12.7	83%	107.6	95%	21.9	129.5	287.2	401	113.8
2:00 PM	95%	111.0	100%	28.2	139.2	70%	8.6	100%	6.6	15.1	58%	75.2	95%	21.9	97.1	251.4	401	149.6
3:00 PM	90%	105.2	100%	28.2	133.4	50%	6.1	100%	6.6	12.7	43%	55.7	75%	17.3	73.0	219.1	401	181.9
4:00 PM	90%	105.2	100%	28.2	133.4	80%	9.8	100%	6.6	16.4	48%	62.2	75%	17.3	79.5	229.2	401	171.8
5:00 PM	95%	111.0	95%	26.8	137.8	100%	12.2	100%	6.6	18.8	75%	97.2	100%	23.0	120.2	276.9	401	124.1
6:00 PM	95%	111.0	95%	26.8	137.8	0%	0.0	0%	0.0	0.0	87%	112.8	100%	23.0	135.8	273.6	401	127.4
7:00 PM	95%	111.0	95%	26.8	137.8	0%	0.0	0%	0.0	0.0	100%	129.6	100%	23.0	152.6	290.5	401	110.5
8:00 PM	80%	93.5	90%	25.4	118.9	0%	0.0	0%	0.0	0.0	100%	129.6	100%	23.0	152.6	271.5	401	129.5
9:00 PM	50%	58.4	75%	21.2	79.6	0%	0.0	0%	0.0	0.0	80%	103.7	90%	20.7	124.4	204.0	401	197.0
10:00 PM	30%	35.1	40%	11.3	46.3	0%	0.0	0%	0.0	0.0	75%	97.2	83%	19.1	116.3	162.7	401	238.3
11:00 PM	10%	11.7	15%	4.2	15.9	0%	0.0	0%	0.0	0.0	63%	81.6	75%	17.3	98.9	114.8	401	286.2
Midnight	0%	0.0	0%	0.0	0.0	0%	0.0	0%	0.0	0.0	25%	32.4	35%	8.1	40.5	40.5	401	360.5
	RETAIL					BANK				RESTAURANT								
	Customer Parking		Employee Parking			Customer Parking		Employee Parking		Customer Parking		Employee Parking						
WEEKEND	Size =	40,300	Size	40,300		Size =	4,700	Size	4,700	Size =	14,400	Size	14,400					
	Units =	3.2	Units=	0.8	Total	Units =	2.3	Units=	1.2	Total	Units =	12.75	Units=	2.25	Total			
	Peak Demand	129.0	Peak Demand	32.2	Parking	Peak Demand	10.8	Peak Demand	5.6	Parking	Peak Demand	183.6	Peak Demand	32.4	Parking	Zone Total	Parking Provided	Diff.
	%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.				
6:00 AM	1%	1.3	10%	3.2	4.5	0%	0.0	0%	0.0	0.0	5%	9.2	25%	8.1	17.3	21.8	401	379.2
7:00 AM	5%	6.4	15%	4.8	11.3	0%	0.0	0%	0.0	0.0	13%	23.9	50%	16.2	40.1	51.4	401	349.6
8:00 AM	10%	12.9	40%	12.9	25.8	25%	2.7	90%	5.1	7.8	23%	42.2	60%	19.4	61.7	95.2	401	305.8
9:00 AM	30%	38.7	75%	24.2	62.9	40%	4.3	100%	5.6	10.0	35%	64.3	75%	24.3	88.6	161.4	401	239.6
10:00 AM	50%	64.5	85%	27.4	91.9	75%	8.1	100%	5.6	13.7	45%	82.6	88%	28.5	111.1	216.8	401	184.2
11:00 AM	65%	83.8	95%	30.6	114.5	100%	10.8	100%	5.6	16.5	53%	97.3	88%	28.5	125.8	256.7	401	144.3
Noon	80%	103.2	100%	32.2	135.4	100%	10.8	100%	5.6	16.5	75%	137.7	88%	28.5	166.2	318.1	401	82.9
1:00 PM	90%	116.1	100%	32.2	148.3	0%	0.0	0%	0.0	0.0	70%	128.5	88%	28.5	157.0	305.3	401	95.7
2:00 PM	100%	129.0	100%	32.2	161.2	0%	0.0	0%	0.0	0.0	55%	101.0	88%	28.5	129.5	290.7	401	110.3
3:00 PM	100%	129.0	100%	32.2	161.2	0%	0.0	0%	0.0	0.0	43%	78.9	75%	24.3	103.2	264.4	401	136.6
4:00 PM	95%	122.5	100%	32.2	154.8	0%	0.0	0%	0.0	0.0	45%	82.6	75%	24.3	106.9	261.7	401	139.3
5:00 PM	90%	116.1	95%	30.6	146.7	0%	0.0	0%	0.0	0.0	60%	110.2	100%	32.4	142.6	289.3	401	111.7
6:00 PM	80%	103.2	85%	27.4	130.6	0%	0.0	0%	0.0	0.0	80%	146.9	100%	32.4	179.3	309.9	401	91.1
7:00 PM	75%	96.7	80%	25.8	122.5	0%	0.0	0%	0.0	0.0	100%	183.6	100%	32.4	216.0	338.5	401	62.5
8:00 PM	65%	83.8	75%	24.2	108.0	0%	0.0	0%	0.0	0.0	100%	183.6	100%	32.4	216.0	324.0	401	77.0
9:00 PM	50%	64.5	65%	21.0	85.4	0%	0.0	0%	0.0	0.0	60%	110.2	90%	29.2	139.3	224.8	401	176.2
10:00 PM	35%	45.1	45%	14.5	59.6	0%	0.0	0%	0.0	0.0	57%	104.7	83%	26.9	131.5	191.2	401	209.8
11:00 PM	15%	19.3	15%	4.8	24.2	0%	0.0	0%	0.0	0.0	53%	97.3	75%	24.3	121.6	145.8	401	255.2
Midnight	0%	0.0	0%	0.0	0.0	0%	0.0	0%	0.0	0.0	30%	55.1	45%	14.6	69.7	69.7	401	331.3

Zone E**Retail**

13,600 sq. ft. plus contingent of 4,500 sq. ft. = 18,100 sq. ft.

Weekday	Customer Parking			Employee Parking		Retail Parking	Parking Provided Diff.	
	Size	18,100		Size	18,100			
	Units =	2.9		Units =	0.7			
	Peak Demand %	52.5 veh.		Peak Demand %	12.7 veh.			
6:00 AM	1%	0.5		10%	1.3	1.8	75	73.2
7:00 AM	5%	2.6		15%	1.9	4.5	75	70.5
8:00 AM	15%	7.9		40%	5.1	12.9	75	62.1
9:00 AM	35%	18.4		75%	9.5	27.9	75	47.1
10:00 AM	65%	34.1		85%	10.8	44.9	75	30.1
11:00 AM	85%	44.6		95%	12.0	56.7	75	18.3
Noon	95%	49.9		100%	12.7	62.5	75	12.5
1:00 PM	100%	52.5		100%	12.7	65.2	75	9.8
2:00 PM	95%	49.9		100%	12.7	62.5	75	12.5
3:00 PM	90%	47.2		100%	12.7	59.9	75	15.1
4:00 PM	90%	47.2		100%	12.7	59.9	75	15.1
5:00 PM	95%	49.9		95%	12.0	61.9	75	13.1
6:00 PM	95%	49.9		95%	12.0	61.9	75	13.1
7:00 PM	95%	49.9		95%	12.0	61.9	75	13.1
8:00 PM	80%	42.0		90%	11.4	53.4	75	21.6
9:00 PM	50%	26.2		75%	9.5	35.7	75	39.3
10:00 PM	30%	15.7		40%	5.1	20.8	75	54.2
11:00 PM	10%	5.2		15%	1.9	7.1	75	67.9
Midnight	0%	0.0		0%	0.0	0.0	75	75.0
Weekend	Customer Parking			Employee Parking		Retail Parking	Parking Provided Diff.	
	Size	18,100		Size	18,100			
	Units =	3.2		Units=	0.8			
	Peak Demand %	57.9 veh.		Peak Demand %	14.5 veh.			
6:00 AM	1%	0.6		10%	1.4	2.0	75	73.0
7:00 AM	5%	2.9		15%	2.2	5.1	75	69.9
8:00 AM	10%	5.8		40%	5.8	11.6	75	63.4
9:00 AM	30%	17.4		75%	10.9	28.2	75	46.8
10:00 AM	50%	29.0		85%	12.3	41.3	75	33.7
11:00 AM	65%	37.6		95%	13.8	51.4	75	23.6
Noon	80%	46.3		100%	14.5	60.8	75	14.2
1:00 PM	90%	52.1		100%	14.5	66.6	75	8.4
2:00 PM	100%	57.9		100%	14.5	72.4	75	2.6
3:00 PM	100%	57.9		100%	14.5	72.4	75	2.6
4:00 PM	95%	55.0		100%	14.5	69.5	75	5.5
5:00 PM	90%	52.1		95%	13.8	65.9	75	9.1
6:00 PM	80%	46.3		85%	12.3	58.6	75	16.4
7:00 PM	75%	43.4		80%	11.6	55.0	75	20.0
8:00 PM	65%	37.6		70%	10.1	47.8	75	27.2
9:00 PM	50%	29.0		65%	9.4	38.4	75	36.6
10:00 PM	35%	20.3		45%	6.5	26.8	75	48.2
11:00 PM	15%	8.7		15%	2.2	10.9	75	64.1
Midnight	0%	0.0		0%	0.0	0.0	75	75.0

Zone D Retail/Restaurant amd Medical/Dental Office

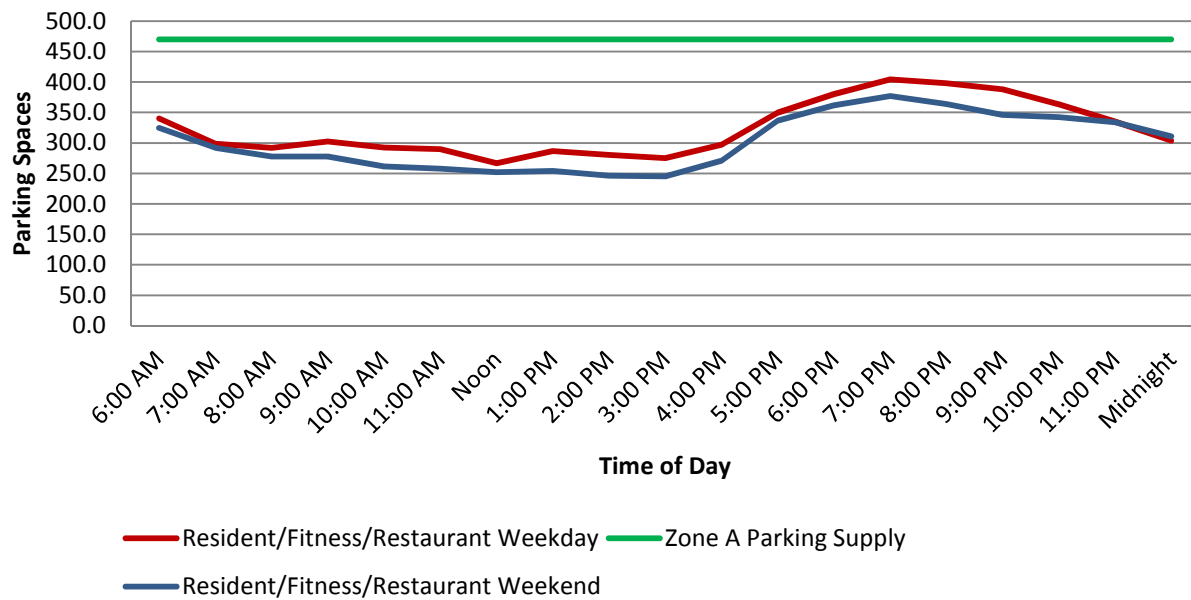
	RETAIL					BANK				RESTAURANT					Medical/Dental Office								
	Customer Parking		Employee Parking			Customer Parking		Employee Parking			Customer Parking		Employee Parking			Patient Parking		Employee Parking					
Weekday	Size =	24,700	Size	24,700		Size =	4,700	Size	4,700		Size =	14,400	Size	14,400		Size =	15,600	Size	15,600				
	Units =	2.9	Units =	0.7	Total	Units =	2.6	Units=	1.4	Total	Units =	9	Units=	1.6	Total	Units =	3	Units=	1.5	Medical	Zone	Parking	
	Demand	71.6	Demand	17.3	Parking	Demand	12.2	Demand	6.6	Parking	Demand	129.6	Demand	23.0	Parking	Demand	46.8	Demand	23.4	Parking	Total	Provided	Diff.
	%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.				
6:00 AM	1%	0.7	10%	1.7	2.4	0%	0.0	0%	0.0	0.0	13%	16.8	25%	5.8	22.6	0%	0.0	0%	0.0	0.0	25.1	401	375.9
7:00 AM	5%	3.6	15%	2.6	6.2	0%	0.0	0%	0.0	0.0	25%	32.4	48%	11.1	43.5	0%	0.0	0%	0.0	0.0	49.6	401	351.4
8:00 AM	15%	10.7	40%	6.9	17.7	50%	6.1	60%	3.9	10.1	30%	38.9	79%	18.2	57.1	90%	42.1	60%	14.0	56.2	141.0	401	260.0
9:00 AM	35%	25.1	75%	13.0	38.0	90%	11.0	100%	6.6	17.6	38%	49.2	83%	19.1	68.4	90%	42.1	100%	23.4	65.5	189.5	401	211.5
10:00 AM	65%	46.6	85%	14.7	61.3	100%	12.2	100%	6.6	18.8	50%	64.8	95%	21.9	86.7	100%	46.8	100%	23.4	70.2	236.9	401	164.1
11:00 AM	85%	60.9	95%	16.4	77.3	50%	6.1	100%	6.6	12.7	65%	84.2	95%	21.9	106.1	100%	46.8	100%	23.4	70.2	266.3	401	134.7
Noon	95%	68.0	100%	17.3	85.3	50%	6.1	100%	6.6	12.7	88%	114.0	95%	21.9	135.9	30%	14.0	100%	23.4	37.4	271.4	401	129.6
1:00 PM	100%	71.6	100%	17.3	88.9	50%	6.1	100%	6.6	12.7	83%	107.6	95%	21.9	129.5	90%	42.1	100%	23.4	65.5	296.6	401	104.4
2:00 PM	95%	68.0	100%	17.3	85.3	70%	8.6	100%	6.6	15.1	58%	75.2	95%	21.9	97.1	100%	46.8	100%	23.4	70.2	267.7	401	133.3
3:00 PM	90%	64.5	100%	17.3	81.8	50%	6.1	100%	6.6	12.7	43%	55.7	75%	17.3	73.0	100%	46.8	100%	23.4	70.2	237.7	401	163.3
4:00 PM	90%	64.5	100%	17.3	81.8	80%	9.8	100%	6.6	16.4	48%	62.2	75%	17.3	79.5	90%	42.1	100%	23.4	65.5	243.1	401	157.9
5:00 PM	95%	68.0	95%	16.4	84.5	100%	12.2	100%	6.6	18.8	75%	97.2	100%	23.0	120.2	80%	37.4	100%	23.4	60.8	284.4	401	116.6
6:00 PM	95%	68.0	95%	16.4	84.5	0%	0.0	0%	0.0	0.0	87%	112.8	100%	23.0	135.8	67%	31.4	67%	15.7	47.0	267.3	401	133.7
7:00 PM	95%	68.0	95%	16.4	84.5	0%	0.0	0%	0.0	0.0	100%	129.6	100%	23.0	152.6	30%	14.0	30%	7.0	21.1	258.2	401	142.8
8:00 PM	80%	57.3	90%	15.6	72.9	0%	0.0	0%	0.0	0.0	100%	129.6	100%	23.0	152.6	15%	7.0	15%	3.5	10.5	236.0	401	165.0
9:00 PM	50%	35.8	75%	13.0	48.8	0%	0.0	0%	0.0	0.0	80%	103.7	90%	20.7	124.4	0%	0.0	0%	0.0	0.0	173.2	401	227.8
10:00 PM	30%	21.5	40%	6.9	28.4	0%	0.0	0%	0.0	0.0	75%	97.2	83%	19.1	116.3	0%	0.0	0%	0.0	0.0	144.7	401	256.3
11:00 PM	10%	7.2	15%	2.6	9.8	0%	0.0	0%	0.0	0.0	63%	81.6	75%	17.3	98.9	0%	0.0	0%	0.0	0.0	108.7	401	292.3
Midnight	0%	0.0	0%	0.0	0.0	0%	0.0	0%	0.0	0.0	25%	32.4	35%	8.1	40.5	0%	0.0	0%	0.0	0.0	40.5	401	360.5
	RETAIL					BANK				RESTAURANT					Medical/Dental Office								
	Customer Parking		Employee Parking			Customer Parking		Employee Parking			Customer Parking		Employee Parking			Patient Parking		Employee Parking					
WEEKEND	Size =	24,700	Size	24,700		Size =	4,700	Size	4,700		Size =	14,400	Size	14,400		Size =	15,600	Size	15,600				
	Units =	3.2	Units=	0.8	Total	Units =	2.3	Units=	1.2	Total	Units =	12.75	Units=	2.25	Total	Units =	3	Units=	1.5	Medical	Zone	Parking	
	Demand	79.0	Demand	19.8	Parking	Demand	10.8	Demand	5.6	Parking	Demand	183.6	Demand	32.4	Parking	Demand	46.8	Demand	23.4	Parking	Total	Provided	Diff.
	%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.				
6:00 AM	1%	0.8	10%	2.0	2.8	0%	0.0	0%	0.0	0.0	5%	9.2	25%	8.1	17.3	0%	0.0	0%	0.0	0.0	20.0	401	381.0
7:00 AM	5%	4.0	15%	3.0	6.9	0%	0.0	0%	0.0	0.0	13%	23.9	50%	16.2	40.1	0%	0.0	0%	0.0	0.0	47.0	401	354.0
8:00 AM	10%	7.9	40%	7.9	15.8	25%	2.7	90%	5.1	7.8	23%	42.2	60%	19.4	61.7	90%	42.1	60%	14.0	56.2	141.4	401	259.6
9:00 AM	30%	23.7	75%	14.8	38.5	40%	4.3	100%	5.6	10.0	35%	64.3	75%	24.3	88.6	90%	42.1	100%	23.4	65.5	202.6	401	198.4
10:00 AM	50%	39.5	85%	16.8	56.3	75%	8.1	100%	5.6	13.7	45%	82.6	88%	28.5	111.1	100%	46.8	100%	23.4	70.2	251.4	401	149.6
11:00 AM	65%	51.4	95%	18.8	70.1	100%	10.8	100%	5.6	16.5	53%	97.3	88%	28.5	125.8	100%	46.8	100%	23.4	70.2	282.6	401	118.4
Noon	80%	63.2	100%	19.8	83.0	100%	10.8	100%	5.6	16.5	75%	137.7	88%	28.5	166.2	30%	14.0	100%	23.4	37.4	303.1	401	97.9
1:00 PM	90%	71.1	100%	19.8	90.9	0%	0.0	0%	0.0	0.0	70%	128.5	88%	28.5	157.0	0%	0.0	0%	0.0	0.0	247.9	401	153.1
2:00 PM	100%	79.0	100%	19.8	98.8	0%	0.0	0%	0.0	0.0	55%	101.0	88%	28.5	129.5	0%	0.0	0%	0.0	0.0	228.3	401	172.7
3:00 PM	100%	79.0	100%	19.8	98.8	0%	0.0	0%	0.0	0.0	43%	78.9	75%	24.3	103.2	0%	0.0	0%	0.0	0.0	202.0	401	199.0
4:00 PM	95%	75.1	100%	19.8	94.8	0%	0.0	0%	0.0	0.0	45%	82.6	75%	24.3	106.9	0%	0.0	0%	0.0	0.0	201.8	401	199.2
5:00 PM	90%	71.1	95%	18.8	89.9	0%	0.0	0%	0.0	0.0	60%	110.2	100%	32.4	142.6	0%	0.0	0%	0.0	0.0	232.5	401	168.5
6:00 PM	80%	63.2	85%	16.8	80.0	0%	0.0	0%	0.0	0.0	80%	146.9	100%	32.4	179.3	0%	0.0	0%	0.0	0.0	259.3	401	141.7
7:00 PM	75%	59.3	80%	15.8	75.1	0%	0.0	0%	0.0	0.0	100%	183.6	100%	32.4	216.0	0%	0.0	0%	0.0	0.0	291.1	401	109.9
8:00 PM	65%	51.4	75%	14.8	66.2	0%	0.0	0%	0.0	0.0	100%	183.6	100%	32.4	216.0	0%	0.0	0%	0.0	0.0	282.2	401	118.8
9:00 PM	50%	39.5	65%	12.8	52.4	0%	0.0	0%	0.0	0.0	60%	110.2	90%	29.2	139.3	0%	0.0	0%	0.0	0.0	191.7	401	209.3
10:00 PM	35%	27.7	45%	8.9	36.6	0%	0.0	0%	0.0	0.0	57%	104.7	83%	26.9	131.5	0%	0.0	0%	0.0	0.0	168.1	401	232.9
11:00 PM	15%	11.9	15%	3.0	14.8	0%	0.0	0%	0.0	0.0	53%	97.3	75%	24.3	121.6	0%	0.0	0%	0.0	0.0	136.4	401	264.6
Midnight	0%	0.0	0%	0.0	0.0	0%	0.0	0%	0.0	0.0	30%	55.1	45%	14.6	69.7	0%	0.0	0%	0.0	0.0	69.7	401	331.3

Zone E Retail and Medical/Dental Office

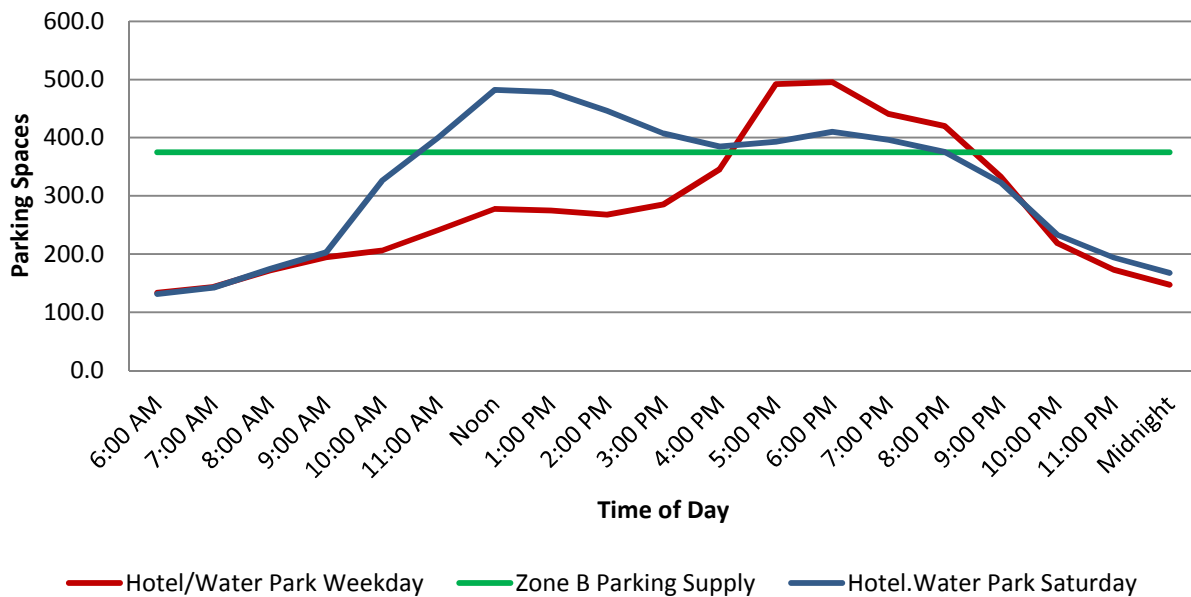
13,600 sq. ft. plus contingent of 4,500 sq. ft. = 18,100 sq. ft.

	Retail Store					Medical/Dental Office							
Weekday	Customer Parking		Employee Parking			Patient Parking		Employee Parking			Total Parking	Parking Provided	Diff.
	Size	12,600	Size	12,600	Retail Parking	Size =	5,500	Size	5,500	Medical Parking			
	Units =	2.9	Units =	0.7		Units =	3	Units=	1.5				
	Peak Demand	36.5	Peak Demand	8.8		Peak Demand	16.5	Peak Demand	8.3				
	%	veh.	%	veh.		%	veh.	%	veh.				
6:00 AM	1%	0.4	10%	0.9	1.2	0%	0.0	0%	0.0	0.0	1.2	75	73.8
7:00 AM	5%	1.8	15%	1.3	3.2	0%	0.0	0%	0.0	0.0	3.2	75	71.9
8:00 AM	15%	5.5	40%	3.5	9.0	90%	14.9	60%	5.0	19.8	28.8	75	46.2
9:00 AM	35%	12.8	75%	6.6	19.4	90%	14.9	100%	8.3	23.1	42.5	75	32.5
10:00 AM	65%	23.8	85%	7.5	31.2	100%	16.5	100%	8.3	24.8	56.0	75	19.0
11:00 AM	85%	31.1	95%	8.4	39.4	100%	16.5	100%	8.3	24.8	64.2	75	10.8
Noon	95%	34.7	100%	8.8	43.5	30%	5.0	100%	8.3	13.2	56.7	75	18.3
1:00 PM	100%	36.5	100%	8.8	45.4	90%	14.9	100%	8.3	23.1	68.5	75	6.5
2:00 PM	95%	34.7	100%	8.8	43.5	100%	16.5	100%	8.3	24.8	68.3	75	6.7
3:00 PM	90%	32.9	100%	8.8	41.7	100%	16.5	100%	8.3	24.8	66.5	75	8.5
4:00 PM	90%	32.9	100%	8.8	41.7	90%	14.9	100%	8.3	23.1	64.8	75	10.2
5:00 PM	95%	34.7	95%	8.4	43.1	80%	13.2	100%	8.3	21.5	64.5	75	10.5
6:00 PM	95%	34.7	95%	8.4	43.1	67%	11.1	67%	5.5	16.6	59.7	75	15.3
7:00 PM	95%	34.7	95%	8.4	43.1	30%	5.0	30%	2.5	7.4	50.5	75	24.5
8:00 PM	80%	29.2	90%	7.9	37.2	15%	2.5	15%	1.2	3.7	40.9	75	34.1
9:00 PM	50%	18.3	75%	6.6	24.9	0%	0.0	0%	0.0	0.0	24.9	75	50.1
10:00 PM	30%	11.0	40%	3.5	14.5	0%	0.0	0%	0.0	0.0	14.5	75	60.5
11:00 PM	10%	3.7	15%	1.3	5.0	0%	0.0	0%	0.0	0.0	5.0	75	70.0
Midnight	0%	0.0	0%	0.0	0.0	0%	0.0	0%	0.0	0.0	0.0	75	75.0
Weekend	Customer Parking		Employee Parking			Patient Parking		Employee Parking			Total Parking	Parking Provided	Diff.
	Size	12,600	Size	12,600	Retail Parking	Size =	5,500	Size	5,500	Medical Parking			
	Units =	3.2	Units=	0.8		Units =	3	Units=	1.5				
	Peak Demand	40.3	Peak Demand	10.1		Peak Demand	16.5	Peak Demand	8.3				
	%	veh.	%	veh.		%	veh.	%	veh.				
6:00 AM	1%	0.4	10%	1.0	1.4	0%	0.0	0%	0.0	0.0	1.4	75	73.6
7:00 AM	5%	2.0	15%	1.5	3.5	0%	0.0	0%	0.0	0.0	3.5	75	71.5
8:00 AM	10%	4.0	40%	4.0	8.1	90%	14.9	60%	5.0	19.8	27.9	75	47.1
9:00 AM	30%	12.1	75%	7.6	19.7	90%	14.9	100%	8.3	23.1	42.8	75	32.2
10:00 AM	50%	20.2	85%	8.6	28.7	100%	16.5	100%	8.3	24.8	53.5	75	21.5
11:00 AM	65%	26.2	95%	9.6	35.8	100%	16.5	100%	8.3	24.8	60.5	75	14.5
Noon	80%	32.3	100%	10.1	42.3	30%	5.0	100%	8.3	13.2	55.5	75	19.5
1:00 PM	90%	36.3	100%	10.1	46.4	0%	0.0	0%	0.0	0.0	46.4	75	28.6
2:00 PM	100%	40.3	100%	10.1	50.4	0%	0.0	0%	0.0	0.0	50.4	75	24.6
3:00 PM	100%	40.3	100%	10.1	50.4	0%	0.0	0%	0.0	0.0	50.4	75	24.6
4:00 PM	95%	38.3	100%	10.1	48.4	0%	0.0	0%	0.0	0.0	48.4	75	26.6
5:00 PM	90%	36.3	95%	9.6	45.9	0%	0.0	0%	0.0	0.0	45.9	75	29.1
6:00 PM	80%	32.3	85%	8.6	40.8	0%	0.0	0%	0.0	0.0	40.8	75	34.2
7:00 PM	75%	30.2	80%	8.1	38.3	0%	0.0	0%	0.0	0.0	38.3	75	36.7
8:00 PM	65%	26.2	70%	7.1	33.3	0%	0.0	0%	0.0	0.0	33.3	75	41.7
9:00 PM	50%	20.2	65%	6.6	26.7	0%	0.0	0%	0.0	0.0	26.7	75	48.3
10:00 PM	35%	14.1	45%	4.5	18.6	0%	0.0	0%	0.0	0.0	18.6	75	56.4
11:00 PM	15%	6.0	15%	1.5	7.6	0%	0.0	0%	0.0	0.0	7.6	75	67.4
Midnight	0%	0.0	0%	0.0	0.0	0%	0.0	0%	0.0	0.0	0.0	75	75.0

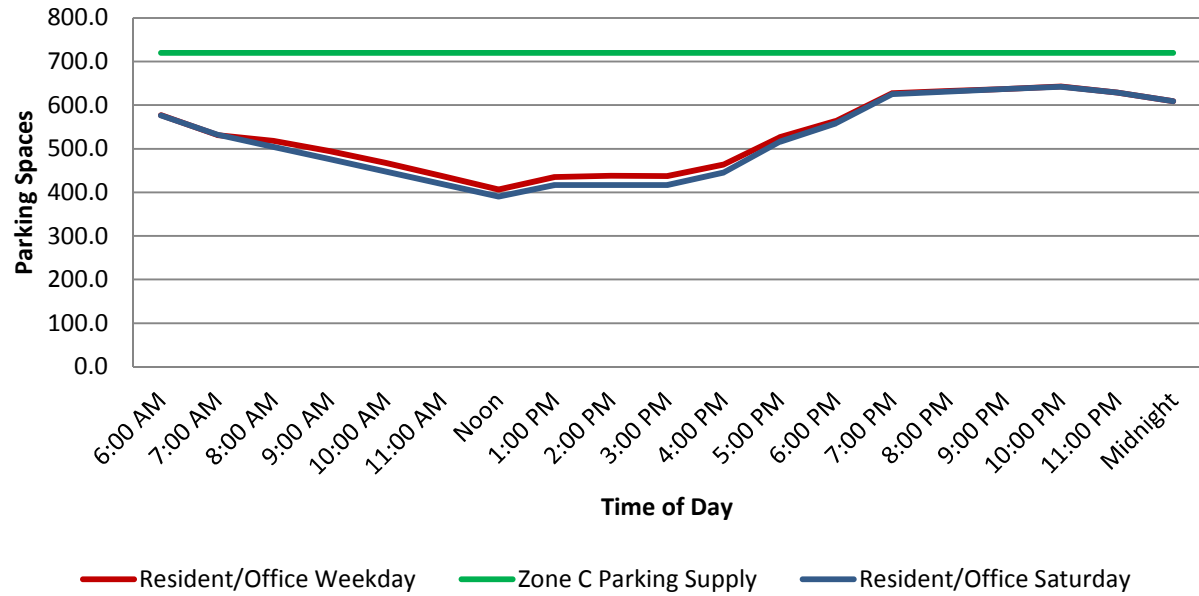
Zone A Parking Demand



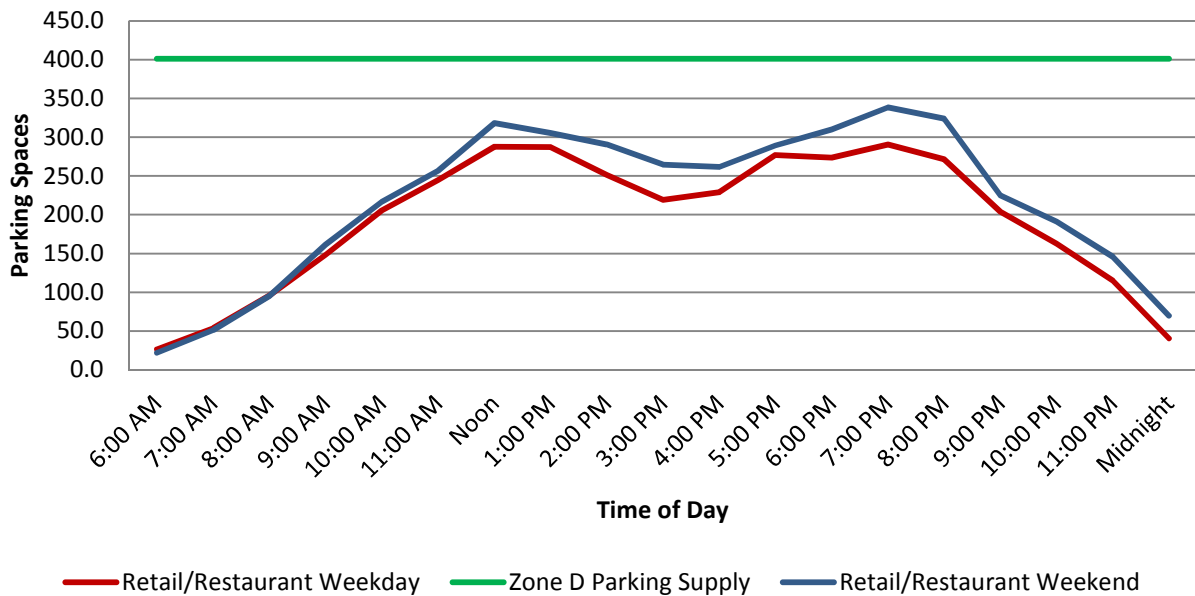
Zone B Parking Demand



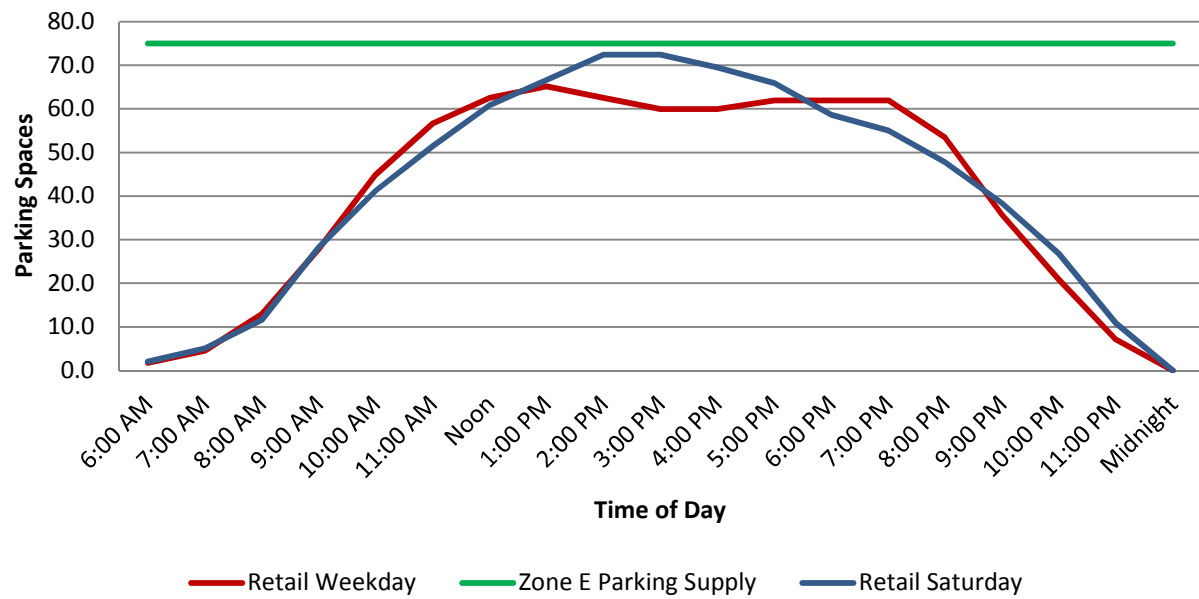
Zone C Parking Demand



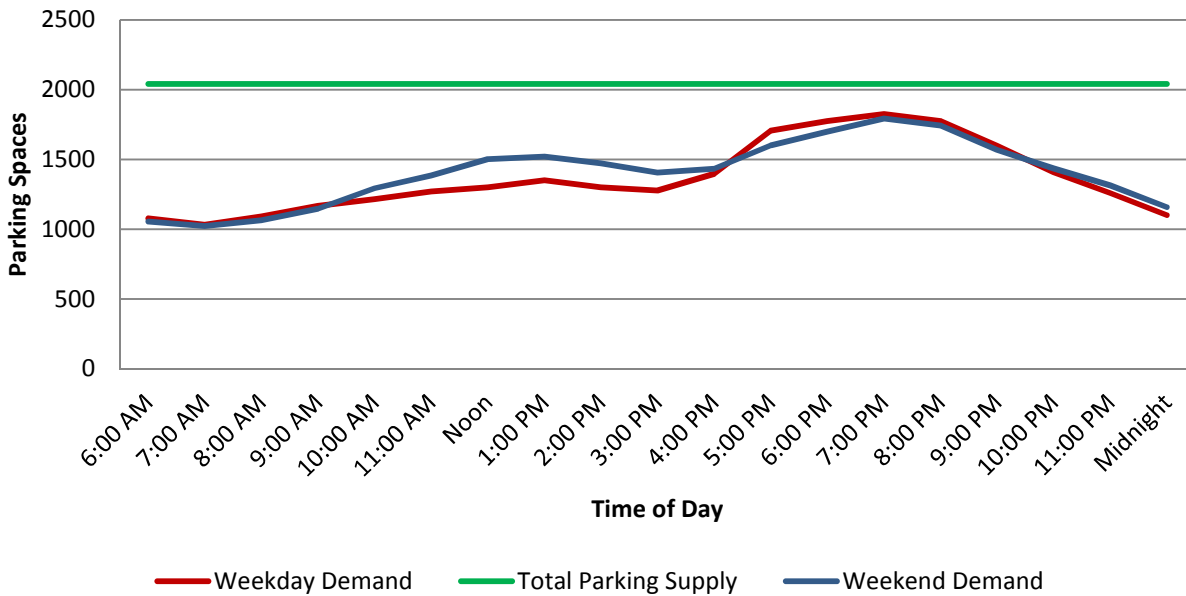
Zone D Parking Demand



Zone E Parking Demand



Arlington Downs Total Parking Demand



Arlington Downs Shared Parking Study

Parking Data For:

Apartments
Medical Office
Water Park

Memorandum To: Gary Wendt
The Argent Group

From: Stephen B. Corcoran, P.E., PTOE

Date: December 18, 2011

Subject: Apartment Parking Demand
Arlington Downs
Arlington Heights, Illinois

This memorandum summarizes the research on parking demand at apartment complexes in conjunction with the three proposed residential towers in the Arlington Downs project. Arlington Downs is a mixed use development containing apartments, hotels, a water park, retail, and restaurant uses. For the apartment buildings, a parking ratio of 1.45 spaces is proposed as part of the PUD. The purpose of this study is to determine if this is the appropriate parking ratio for the apartments.

Zoning Code Requirements

The requirement for apartments outside Downtown Arlington Heights is two parking spaces per apartment based on the Village Zoning Code.

National Parking Data

Data on parking demand for similar land-uses was obtained from the Institute of Transportation Engineers (ITE) Parking Generation, 4th Edition manual and the Urban Land Institute's Shared Parking, 2nd Edition report. The ITE data for was based on surveys of 21 suburban sites with an average peak parking demand of 1.23 vehicles per apartment. The ULI report uses 1.65 spaces per apartment.

US Census Data

The US Census data for Arlington Heights was reviewed to determine the auto ownership of residents in rental housing units. The census data is based upon 7,167 renter-occupied housing units (apartments, condominiums, town homes, senior housing, and single-family homes) in Arlington Heights owning between 0 to 5 or more vehicles per unit. For all those households, the average auto ownership was 1.3 vehicles per unit. The data was refined further to eliminate rental households with no vehicles (typically senior occupied housing or near Downtown) and multiple vehicles (3 or more vehicles which typically are at single-family homes). The adjusted average ownership was 1.34 vehicles per rental unit.

Apartment Parking Surveys

Parking surveys were conducted at seven area apartment complexes that were included in the market study for Arlington Downs. The locations surveyed were:

Avalon of Arlington Heights: This apartment building is located in downtown Arlington Heights and provides parking in an adjacent municipal garage. This garage is also used by retailers during the day.

Central Park East: This complex contains two apartment towers on Central Road in Arlington Heights. Parking is provided by a combination of underground parking beneath the towers and surface parking.

The Pointe: Located on Rand Road by Route 53, this development provides a combination surface parking and at-grade stand alone garages. It is also in Arlington Heights.

The Wheatland's: Located along Deerfield Parkway in Buffalo Grove, this development provides a combination surface parking and at-grade stand alone garages.

Versailles on the Lake: This complex contains 12 apartment towers with parking beneath the buildings and on the surface. It is located in Schaumburg.

Field Pointe: Parking is provided by surface lots and three parking structures. Each parking structure has a restricted lower level and an open upper level. There are 12 towers and it is located in Schaumburg.

Woodland Creek: Located in Wheeling, it has six apartment towers and a combination of surface parking and parking beneath the building.

Table 1 summarizes the number and type of units in each complex which was provided by the market study consultant.

Table 1
Apartment Parking Survey Locations and Size

Property	City	Studios	1-Beds	2-Beds	Total Apartments
Avalon of Arlington Heights	Arlington Heights	28	229	152	409
Central Park East	Arlington Heights	0	96	108	204
The Pointe	Arlington Heights	0	248	64	312
The Wheatland's	Buffalo Grove	0	120	232	352
Versailles on the Lakes	Schaumburg	0	288	330	618
Field Pointe	Schaumburg	0	228	96	324
Woodland Creek	Wheeling	0	368	272	640
					2,859

For each property, the marketing consultant obtained the occupancy levels for each complex and the number of occupied spaces in the restricted underground or parking garage structures where access was not available. Also, the Village of Arlington Heights provided the number of residential permits issued in the municipal parking garage for residents of the Avalon apartments.

Parking surveys were conducted in the early morning that counted the number of parked cars in the surface lots. These results were combined with the data of the vehicles parked in the garages to determine the total parking demand. This was then compared with the number of occupied units to determine the parking demand per apartment. **Table 2** summarizes the results for each complex.

Table 2
Apartment Parking Survey Results

Property	Total Units	Occupancy Rate	Occupied Units	Occupied Surface Spaces	Occupied Garage Spaces	Total Vehicles	Demand Per Apartment
Avalon of Arlington Heights	409	95%	389	0	416	416	1.07
Central Park East	204	95%	194	124	127	251	1.30
The Pointe	312	95%	296	349	60	409	1.38
The Wheatland's	352	95%	334	324	168	492	1.47
Versailles on the Lakes	618	89%	550	369	354	723	1.31
Field Pointe	324	90%	291	363	228	591	2.03
Woodland Creek	640	93%	595	397	400	797	1.34
	2,859		2,649			3,679	1.39

The average demand per apartment was 1.39 spaces per unit. If the high (Field Pointe) and the low (Avalon) data points are removed, the ratio would be 1.36 spaces.

CONCLUSION

Based on the parking survey for apartment complexes, the following conclusions were made:

- The current Zoning Code parking requirements of two spaces per apartment exceeds the ITE, ULI, US Census, and local parking survey data.
- The proposed parking ratio of 1.45 parking spaces per apartment is adequate to serve the Arlington Downs development.

Parking Requirements for Medical Office Buildings

RESEARCH WAS CONDUCTED WITH THE FOLLOWING KEY OBJECTIVES: COLLECT PRIMARY AND SECONDARY DATA DESCRIBING MEDICAL OFFICE BUILDING PARKING NEEDS; IDENTIFY MUNICIPAL CODE REQUIREMENTS FOR THOSE BUILDINGS SURVEYED; AND SUMMARIZE FINDINGS BY MEAN AND 85TH-PERCENTILE VALUES. PROVIDING 4.5 SPACES PER 1,000 GROSS SQUARE FEET OF BUILDING SPACE IS GENERALLY SUFFICIENT TO MEET MEDICAL OFFICE BUILDING PEAK-HOUR NEEDS.

BY JOHN W. DORSETT, AICP AND MARK J. LUKASICK

FIFTY MEDICAL OFFICE BUILDINGS (MOBs) located throughout the United States were studied to determine their parking requirements. Following is a summary of key findings and conclusions:

- A total of 4.5 parking spaces per 1,000 gross square feet (GSF) of building area should be provided for MOBs. This recommendation includes an effective supply cushion of spaces; this cushion is equal to about 10 percent of the supply and is necessary for a number of reasons, including but not limited to user convenience and to compensate for the temporary loss of spaces due to construction, maintenance and snow removal.
- The number of cars parked at MOBs during the 11 a.m. peak hour typically falls short of both the parking supplies and the number of parking spaces required by zoning ordinances.
 - This suggests that most zoning ordinances require more parking spaces than most MOBs need.
 - Ninety-two percent of this study's MOBs are legally required to provide more parking spaces than were occupied during the peak hour.
 - Sixty percent of this study's MOBs must comply with zoning ordinances that exceed this study's recommended parking capacity.
- The observed mean peak-hour parking accumulation rate for 50 MOBs is 3.23 spaces per 1,000 GSF of occupied building area. This is lower than the 3.53 spaces reported in the Institute of Transportation Engineers' (ITE) *Parking Generation, 3rd Edition* and the 4.11 spaces reported in ITE's *Parking Generation, 2nd Edition*.^{1,2}
- The observed 85th-percentile peak-hour parking accumulation rate for 50 MOBs is 4.21 parked cars per 1,000 GSF of occupied building area.

STUDY PURPOSE

The development of MOBs continues in response to the aging population and consequent increases in demands for health care. One particular challenge for planners is to properly determine the number of parking spaces needed for MOBs. In response to this challenge, a study was conducted to document the parking requirements of MOBs. A major component of this study included new primary research.

Most municipal zoning ordinances base MOB parking requirements on the amount of GSF rather than the number of physicians, employees, or patients/visitors. This study gathers data from various MOBs, calculates parking demand ratios per 1,000 GSF and provides a database that can be used for project planning purposes. This research project had the following objectives:

- To identify and reference historical MOB peak-hour parking demand ratios;
- To create a database of MOB peak-hour parking demand ratios that employ the number of parking spaces needed per 1,000 GSF, the variable most commonly referenced by municipal codes;
- To compile a comparative list of municipal code requirements for those MOBs surveyed; and
- To summarize findings by mean and 85th-percentile values.

Meeting these objectives provides information useful to planners who project MOB parking demand.

METHODOLOGY

Prior to beginning primary research, secondary sources of data were researched. The second and third editions of *Parking Generation* contained a summary of several MOB parking demand studies. To complete the primary research, the following steps were performed:

- A sample of 50 stand-alone MOBs located throughout the United States was selected.
- The following variables were re-searched for each MOB:
 - city and state;
 - number of floors;
 - building GSF;
 - building occupancy rate;
 - number of suites;
 - municipal code parking requirements (number of spaces per 1,000 GSF); and
 - parking space supply.
- The number of parking spaces required by zoning ordinance was calculated.
- The supply of parking spaces was inventoried and the number of spaces provided per 1,000 GSF was calculated.
- The number of parked vehicles during the peak time of the day was counted.
- The number of spaces per 1,000 GSF was determined based on the occupied building GSF and the numbers of vehicles counted at the peak accumulation or occupancy.
- The mean and 85th percentile, by spaces per 1,000 GSF of occupied building space, were summarized for the following:
 - code requirements;
 - parking space supply; and
 - observed peak-hour parking occupancy.

ITE PARKING GENERATION RATES

ITE updated its *Parking Generation* publication in 2004. Table 1 provides a comparison between these published data and the primary data collected for this study.

DATA COLLECTION RESULTS

Number of Buildings by State

Fifty free-standing MBOs were surveyed on Mondays and Wednesdays from March through August, during what was believed to represent typical activity levels for MOBs. Suburban locations were selected to allow a clean computation of the parking demand ratio, without the influence of adjacent land uses present in an urban environment and without the influence of mass transit.

A convenience sample was drawn based

Table 1. Parking ratio comparison.

	Walker data collection	ITE Parking Generation, 3rd Edition
Peak period	10:00 a.m.–12:00 p.m.	10:00 a.m.–12:00 p.m. 2:00 p.m.–5:00 p.m.
Number of study sites	50	18
Average size of study sites (GFA)	62,427	43,000
Average peak-period parking demand	3.23 spaces per 1,000 sf	3.53 spaces per 1,000 sf
85th-percentile parking demand	4.21 spaces per 1,000 sf	4.30 spaces per 1,000 sf
Range of rates	1.38–8.90 spaces per 1,000 sf	2.34–5.35 spaces per 1,000 sf

Note: Peak occurred mid-week.

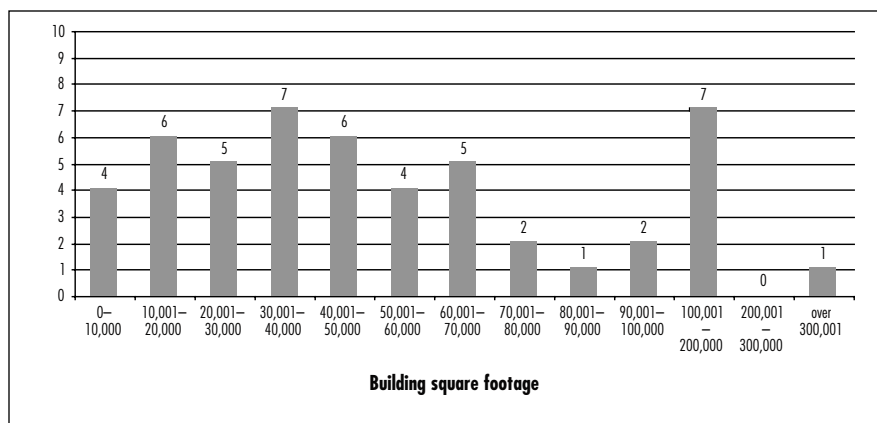


Figure 1. Number of MOB by size.

on geographic proximity of individuals collecting the data to the MOBs. Twenty of the MOBs surveyed were located in Illinois. The remaining 30 properties surveyed were located in the following states: California (6), Florida (3), Georgia (3), Indiana (9), Massachusetts (3), Minnesota (3) and Pennsylvania (3).

The average number of parking spaces per 1,000 GSF ranged from 2.78 for the three Georgia MOBs studied to 5.60 for the three Pennsylvania MOBs surveyed. Following is the supply of parking spaces per 1,000 GSF, by state:

- Illinois: 4.47
- Florida: 5.24
- Indiana: 5.36
- Minnesota: 4.39
- California: 3.20
- Pennsylvania: 5.60
- Georgia: 2.78
- Massachusetts: 4.69

Number of Buildings by Size

The MOB identified then were compared on the basis of occupied GSF. As

shown in Figure 1, about three-fourths of the buildings surveyed were 70,000 GSF or less.

Municipal Code Requirements

Thirty-one locations, or 62 percent of those MOBs surveyed were required by code to provide 4.01 or more parking spaces per 1,000 GSF. Table 2 illustrates the number of parking spaces required by municipal zoning ordinances.

Parking Supply

Each individual MOB's parking supply was inventoried. Out of the 50 MOBs surveyed, 27 facilities, or approximately 54 percent, supplied 4.01 or more parking spaces (rounded to nearest whole number) per 1,000 GSF.

Figure 2 illustrates the number of parking spaces supplied per 1,000 GSF. Most of the facilities surveyed provided or nearly provided the number of code-required spaces. In some cases, the parking space supply fell short of the code requirement.

Parking Demand

Parking occupancy counts were taken for the MOB parking spaces to determine parking utilization during the 11 a.m.

peak hour. These counts were compared to the occupied GSF of the building. The peak hour was determined based on the consultants' experience with hundreds of

studies over the last 30 years. A majority of the facilities surveyed had peak-hour parking occupancies of 4.0 or fewer spaces per 1,000 GSF. This statistic fell significantly below both the legally required number of parking spaces and the observed parking supplies.

The following shows the total number of parking facilities surveyed (at the peak hour) by range of occupied parking spaces per 1,000 GSF:

Spaces per 1,000 GSF	Number of Facilities
1.00 to 2.00	7
2.01 to 3.00	18
3.01 to 4.00	14
4.01 to 5.00	9
5.01 to 6.00	0
6.01 to 7.00	1
7.01 to 8.00	0
8.01 to 9.00	1

Table 2. Municipal code requirements for MOBs.		
Number of parking spaces required by code	Number of facilities	
1.00 to 2.00 / 1,000 sf	1	2 percent
2.01 to 3.00 / 1,000 sf	6	12 percent
3.01 to 4.00 / 1,000 sf	12	24 percent
4.01 to 5.00 / 1,000 sf	20	40 percent
5.01 to 6.00 / 1,000 sf	6	12 percent
6.01 to 7.00 / 1,000 sf	1	2 percent
7.01 to 8.00 / 1,000 sf	2	4 percent
8.01 to 9.00 / 1,000 sf	1	2 percent
9.01 to 10.00 / 1,000 sf	1	2 percent
	50	100 percent

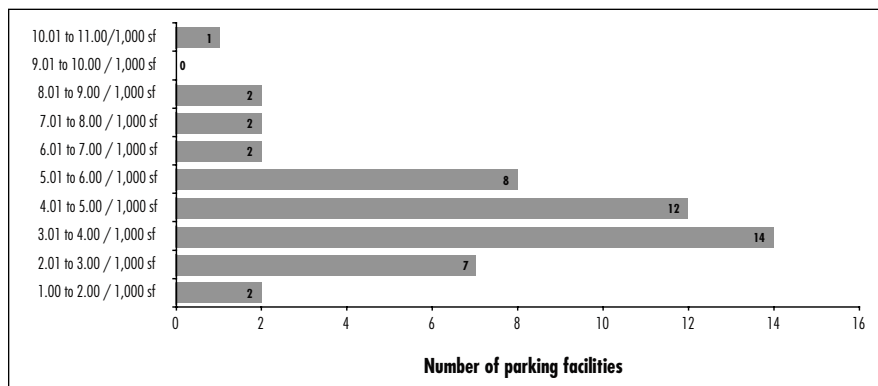


Figure 2. Parking supply provided by MOBs.

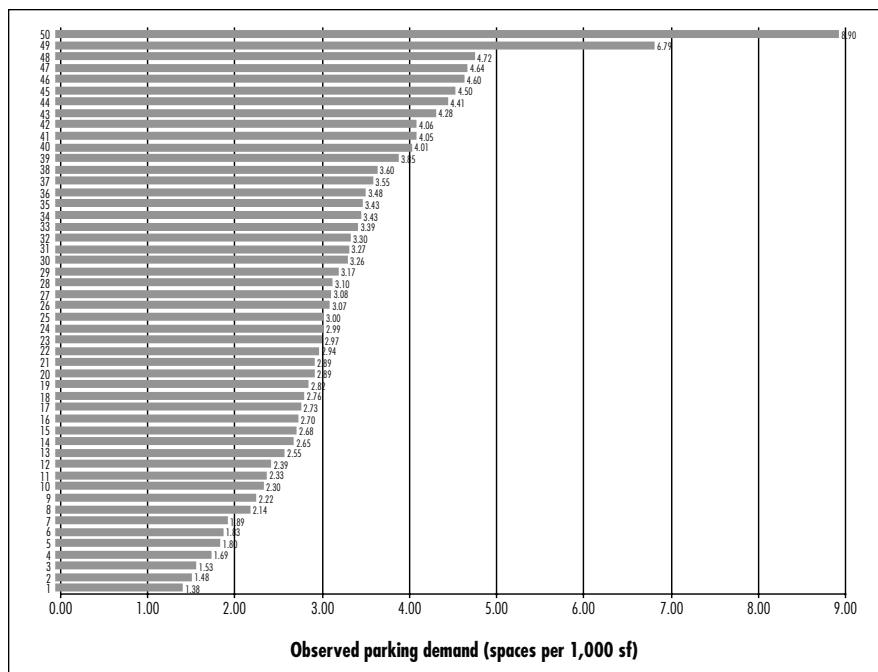


Figure 3. Observed peak-hour parking demand by MOB.

Figure 3 shows each parking facility's parking demand in descending order. Observed peak-hour parking demand for the sample ranged from 1.38 to 8.90 spaces per 1,000 GSF. The observed mean and median peak-hour parking demand rates were 3.23 and 3.03, respectively. The 85th-percentile rate was 4.21 spaces per 1,000 GSF.

CONCLUSIONS

Fifty MOBs were surveyed as part of this research. Following is a summary of findings:

- The most common code requirement for the MOBs surveyed was 5.0 parking spaces per 1,000 GSF. Nineteen MOBs, or 38 percent of the sample, were required to provide 5.0 parking spaces per 1,000 GSF.
- The mean and median number of parking spaces provided per 1,000 GSF was 4.50 and 4.39, respectively.
- ITE calculated a mean demand of 3.53 parking spaces per 1,000 GSF (*Parking Generation, 3rd Edition*) compared to 3.23 parking spaces per 1,000 GSF found in this study.
- ITE's 85th-percentile demand of 4.30 parking spaces per 1,000 GSF (*Parking Generation, 3rd Edition*) is comparable to the 85th-percentile peak-hour

MEDICAL OFFICE

Peak-hour parking spaces occupied vs. 1,000 GSF

Occupied building area on a weekday between 10 a.m. and 12 noon

PARKING GENERATION RATES

Average rate	Range of rates	Standard deviation	Number of studies	Average 1,000 GSF occupied building area
3.23	1.38–8.90	1.27	50	62,427

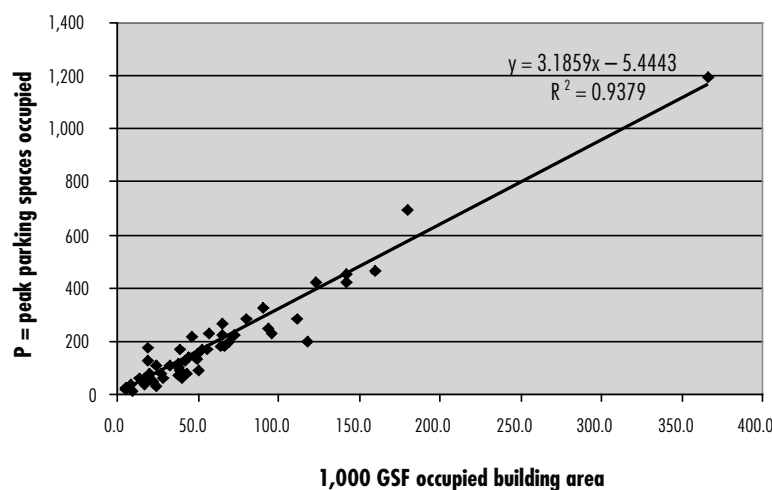


Figure 4. Data plot and statistical summary.

observation of 4.21 parking spaces per 1,000 GSF found in this study.

- Based on these findings, designing parking facilities to accommodate 4.5 spaces per 1,000 GSF of building space should be sufficient to meet the peak-hour parking demands of most medical office buildings. This recommendation is an 85th-percentile recommendation, which is consistent with other recognized and published industry standards, including the landmark November 2005 *Shared Parking* publication issued by the Urban Land Institute and the International Council of Shopping Centers. Sixty percent, or 30 of the 50 MOB, are located in municipalities that now require more parking than the recommended 4.5 spaces per 1,000 GSF. ■

References

- Parking Generation, 3rd Edition*. Washington, DC, USA: Institute of Transportation Engineers (ITE), 2004.
- Parking Generation, 2nd Edition*. Washington, DC: ITE, 1987.



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AICP, is a senior vice president and shareholder of Walker Parking Consultants. He directs the firm's Consulting Resources Group, which specializes in parking-related engagements including access and revenue control systems, airport landside planning, financial, functional design planning, operations and traffic engineering.



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is a parking consultant with Walker Parking Consultants. He has more than 20 years of experience in hands-on parking operations and parking consulting. He may be contacted at mark.lukasick@walkerparking.com with any questions pertaining to this article.

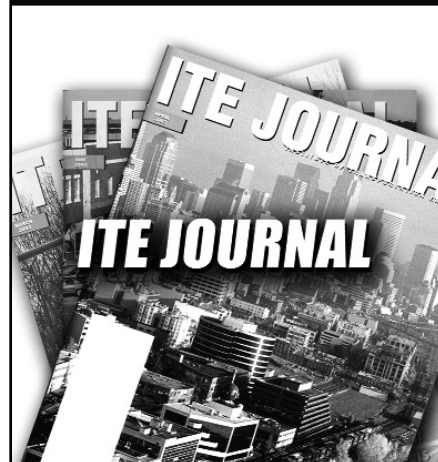
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*WATERPARK VENTURES MANAGEMENT SERVICES, LLC
631 CEDAR STREET
WISCONSIN DELLS, WI 53965*

December 12, 2011

Mr. Mark Matthews
Arlington Devco, LLC
3400 Euclid Avenue
Arlington Heights, IL 60005

Re: Arlington Downs Waterpark and Hotel

Dear Mr. Matthews:

In furtherance of our joint efforts to renovate and improve the existing waterpark and construct a limited service hotel at the Arlington Downs site, I have researched the issue of park capacity, staffing and the information contained in your Application to amend the current Planned Development Ordinance. In performing this research, I have toured the facility and reviewed the site plan and design documents prepared by Pappageorge Haymes Partners, the PUD submission documents, historical staffing and attendance data from the old CoCo Key Resort as well as Ted Mandigo's report and the parking study prepared by Stephen Corcoran. We have also discussed among ourselves, the programming of the renovated facility.

Based upon this information we have concluded that the maximum capacity (bather load) of the waterpark facility (including the proposed modifications to relocate the entrance of the waterpark and provide additional meeting and family entertainment space as set forth in the Pappageorge Haymes plans) to 1,000 persons. The parking required to satisfy this batherload and associated staff at peak hours will be 250 spaces. Additionally, we would suggest that a provision be made for the parking of up to four (4) school bus-sized vehicles either on or off-site after patron dropoff. The 250 spaces will satisfy the required parking which shall be in addition to the 108 parking stalls provided for the Phase 1 hotel.

In addition, it will be necessary to provide for additional pylon signage at the intersection of Rohlwing Road and the main entry drive to the Arlington Downs site. I would suggest that the pylon sign have a height of up to 50 feet to the top of the sign and have a minimum size of 400 square feet in the aggregate. I also suggest that signage, not to exceed 400 square feet in the aggregate be placed on the waterpark exterior. Finally, it is necessary that ownership be allowed to illuminate the exterior slides which protrude from the exterior of the building. These additional signage and wayfinding measures are required to insure the success of the waterpark operation. As you know, the waterpark is almost entirely obscured from the sight lines of persons travelling on Route 53 and Euclid Ave., the main thoroughfare to the site. Based upon our review of the plans, the waterpark will remain obscured from site due to the location of the primary tower directly in front of the waterpark relative to Euclid Avenue. Adequate on and off site signage will prove critical to raising awareness of the waterpark so getting approval on these items will help ensure the project's success.

We look forward to continuing our work together to assist in positioning this great asset for much future success!

Yours truly,

A handwritten signature in black ink, appearing to read "S. Peter Helland, Jr.", with a large, stylized initial "S" and a long, sweeping underline.

S. Peter Helland, Jr.
Waterpark Ventures Management Services, LLC.
Managing Member

Cc: Patrick Helland – WVMS Partner, Jon Regnerus – WVMS, Mick Hintz – WVMS

Arlington Downs Shared Parking Study

Parking Construction Phasing

Arlington Downs
3400 W Euclid Ave, Arlington Heights, IL
Construction Phasing for Parking

25-Feb-14

Phase	Zone	Item	Existing Parking Spaces at Start of Phase	Proposed New Parking Spaces (surface)	Proposed New Parking Spaces (garage)	Existing Space Demolition	Parking Spaces at End of Phase w/o Landbanking	Peak Parking Demand for Phase
1	A	Residential Tower - Adaptive Re-Use - Rental Apts	724	43	312		1079	310
2	A	Residential Tower - Health Club	1079	0	0			
2	B	Water Park and Hotel		309	0	229	1159	
								788
3	A	Surface Parking Lot	1159	71	0	29		
3	C	Residential Towers/Day Care-Surface Lots		45	0	172		
3	C	Residential Towers/Day Care-On-Street		16	0			
3	C	Structured Parking - Above Grade		0	614		1704	
								1364
4	A	Residential Tower - Restaurant	1704	0	0			
4	D	Retail/Restaurant		373	0	314		
4	E	Retail		75	0		1838	
								1719
5	B	Restaurant	1838	66	0			
5	A	Stand Alone Retail Building		0	0		1904	
				Surface	Structure	Landbanked	1825	
	A	Total Parking Upon Completion		94	312	64	470	
	B	Total Parking Upon Completion		375	0		375	
	C	Total Parking Upon Completion		61	614	45	720	
	D	Total Parking Upon Completion		373	0	28	401	
	E	Total Parking Upon Completion		75	0		75	
		Totals Above		978	926	137	2041	

Phase 1
Arlington Down's Parking Demand

Weekday				
Hour	A	Supply	Surplus	
Supply		1079		
6:00 AM	278	1079	801	74%
7:00 AM	254	1079	825	76%
8:00 AM	243	1079	836	77%
9:00 AM	229	1079	850	79%
10:00 AM	215	1079	864	80%
11:00 AM	201	1079	878	81%
Noon	187	1079	892	83%
1:00 PM	201	1079	878	81%
2:00 PM	201	1079	878	81%
3:00 PM	201	1079	878	81%
4:00 PM	215	1079	864	80%
5:00 PM	249	1079	830	77%
6:00 PM	270	1079	809	75%
7:00 PM	302	1079	777	72%
8:00 PM	305	1079	774	72%
9:00 PM	308	1079	771	71%
10:00 PM	310	1079	769	71%
11:00 PM	304	1079	775	72%
Midnight	294	1079	785	73%
Weekend				
Hour	A	Supply	Surplus	
Supply		1079		
6:00 AM	278	1079	801	74%
7:00 AM	257	1079	822	76%
8:00 AM	243	1079	836	77%
9:00 AM	229	1079	850	79%
10:00 AM	215	1079	864	80%
11:00 AM	201	1079	878	81%
Noon	187	1079	892	83%
1:00 PM	201	1079	878	81%
2:00 PM	201	1079	878	81%
3:00 PM	201	1079	878	81%
4:00 PM	215	1079	864	80%
5:00 PM	249	1079	830	77%
6:00 PM	270	1079	809	75%
7:00 PM	302	1079	777	72%
8:00 PM	305	1079	774	72%
9:00 PM	308	1079	771	71%
10:00 PM	310	1079	769	71%
11:00 PM	304	1079	775	72%
Midnight	294	1079	785	73%

Zone A Phase 1 Residential Tower #1

Does Not Include Buildings #5 and #6 (See Zone D)

RESIDENTIAL						RESTAURANT					HEALTH CLUB									
Weekday	Visitor Parking		Resident Parking			Customer Parking		Employee Parking			Customer Parking		Employee Parking			Zone Total	Parking Provided	Diff.		
	Size	214	Size	214	Total Parking	Size =	0	Size	0	Size =	0	Size	0	Total Parking						
	Units =	0.15	Units =	1.3		Units =	4.5	Units=	1.6	Units =	4.2	Units=	0.4							
	Peak Demand	32.1	Peak Demand	278.2		Peak Demand	0.0	Peak Demand	0.0	Peak Demand	0.0	Peak Demand	0.0							
	%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.						
6:00 AM	0%	0.0	100%	278.2	278.2	13%	0.0	25%	0.0	0.0	70%	0.0	75%	0.0	0.0	278.2	1079	800.8		
7:00 AM	10%	3.2	90%	250.4	253.6	25%	0.0	48%	0.0	0.0	40%	0.0	75%	0.0	0.0	253.6	1079	825.4		
8:00 AM	20%	6.4	85%	236.5	242.9	30%	0.0	79%	0.0	0.0	40%	0.0	75%	0.0	0.0	242.9	1079	836.1		
9:00 AM	20%	6.4	80%	222.6	229.0	38%	0.0	83%	0.0	0.0	70%	0.0	75%	0.0	0.0	229.0	1079	850.0		
10:00 AM	20%	6.4	75%	208.7	215.1	50%	0.0	95%	0.0	0.0	70%	0.0	75%	0.0	0.0	215.1	1079	863.9		
11:00 AM	20%	6.4	70%	194.7	201.2	65%	0.0	95%	0.0	0.0	80%	0.0	75%	0.0	0.0	201.2	1079	877.8		
Noon	20%	6.4	65%	180.8	187.3	88%	0.0	95%	0.0	0.0	60%	0.0	75%	0.0	0.0	187.3	1079	891.8		
1:00 PM	20%	6.4	70%	194.7	201.2	83%	0.0	95%	0.0	0.0	70%	0.0	75%	0.0	0.0	201.2	1079	877.8		
2:00 PM	20%	6.4	70%	194.7	201.2	58%	0.0	95%	0.0	0.0	70%	0.0	75%	0.0	0.0	201.2	1079	877.8		
3:00 PM	20%	6.4	70%	194.7	201.2	43%	0.0	75%	0.0	0.0	70%	0.0	75%	0.0	0.0	201.2	1079	877.8		
4:00 PM	20%	6.4	75%	208.7	215.1	48%	0.0	75%	0.0	0.0	80%	0.0	75%	0.0	0.0	215.1	1079	863.9		
5:00 PM	40%	12.8	85%	236.5	249.3	75%	0.0	100%	0.0	0.0	90%	0.0	100%	0.0	0.0	249.3	1079	829.7		
6:00 PM	60%	19.3	90%	250.4	269.6	87%	0.0	100%	0.0	0.0	100%	0.0	100%	0.0	0.0	269.6	1079	809.4		
7:00 PM	100%	32.1	97%	269.9	302.0	90%	0.0	100%	0.0	0.0	90%	0.0	75%	0.0	0.0	302.0	1079	777.0		
8:00 PM	100%	32.1	98%	272.6	304.7	90%	0.0	100%	0.0	0.0	80%	0.0	50%	0.0	0.0	304.7	1079	774.3		
9:00 PM	100%	32.1	99%	275.4	307.5	80%	0.0	90%	0.0	0.0	70%	0.0	20%	0.0	0.0	307.5	1079	771.5		
10:00 PM	100%	32.1	100%	278.2	310.3	75%	0.0	83%	0.0	0.0	35%	0.0	20%	0.0	0.0	310.3	1079	768.7		
11:00 PM	80%	25.7	100%	278.2	303.9	63%	0.0	75%	0.0	0.0	10%	0.0	20%	0.0	0.0	303.9	1079	775.1		
Midnight	50%	16.1	100%	278.2	294.3	25%	0.0	35%	0.0	0.0	0%	0.0	0%	0.0	0.0	294.3	1079	784.8		

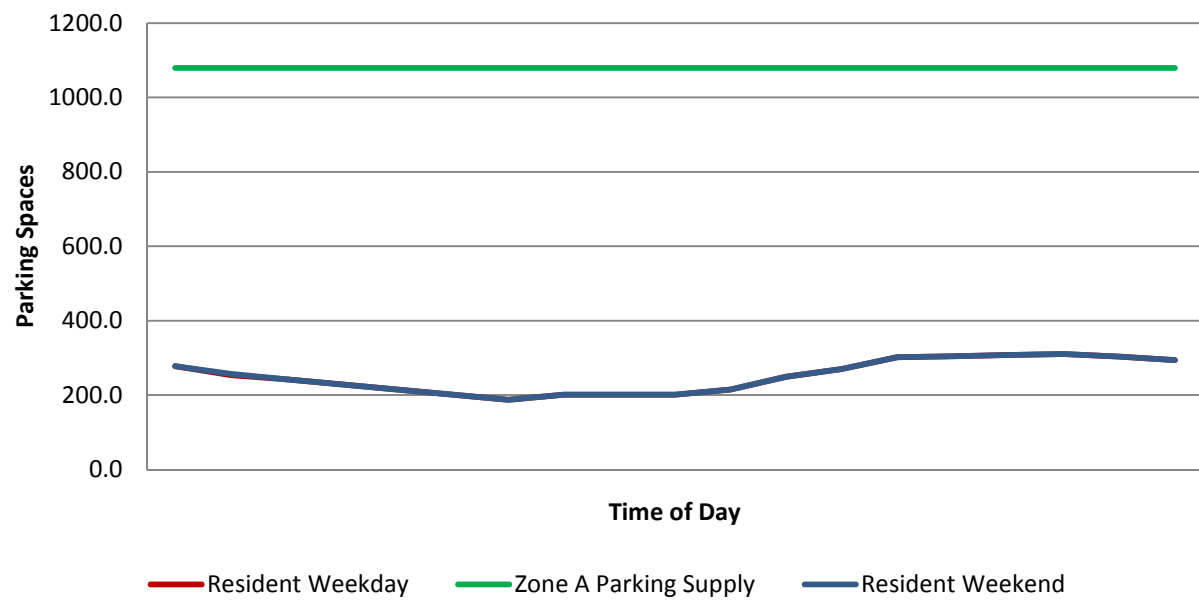
Residential Tower #1

Does Not Include Buildings #5 and #6 (See Zone D)

	RESIDENTIAL					RESTAURANT					HEALTH CLUB							
Weekend	Visitor Parking		Resident Parking			Customer Parking		Employee Parking			Customer Parking		Employee Parking					
	Size	214	Size	214	Total Parking	Size =	0	Size	0	Total Parking	Size =	0	Size	0	Zone Total	Parking Provided	Diff.	
	Units =	0.15	Units =	1.3		Units =	6.4	Units=	2.25		Units =	2.81	Units=	0.25				
	Peak Demand	32.1	Peak Demand	278.2		Peak Demand	0.0	Peak Demand	0.0		Peak Demand	0.0	Peak Demand	0.0				
	%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.				
6:00 AM	0%	0.0	100%	278.2	278.2	5%	0.0	25%	0.0	0.0	80%	0.0	50%	0.0	0.0	278.2	1079	800.8
7:00 AM	20%	6.4	90%	250.4	256.8	13%	0.0	50%	0.0	0.0	45%	0.0	50%	0.0	0.0	256.8	1079	822.2
8:00 AM	20%	6.4	85%	236.5	242.9	23%	0.0	60%	0.0	0.0	35%	0.0	50%	0.0	0.0	242.9	1079	836.1
9:00 AM	20%	6.4	80%	222.6	229.0	35%	0.0	75%	0.0	0.0	50%	0.0	50%	0.0	0.0	229.0	1079	850.0
10:00 AM	20%	6.4	75%	208.7	215.1	45%	0.0	88%	0.0	0.0	35%	0.0	50%	0.0	0.0	215.1	1079	863.9
11:00 AM	20%	6.4	70%	194.7	201.2	53%	0.0	88%	0.0	0.0	50%	0.0	50%	0.0	0.0	201.2	1079	877.8
Noon	20%	6.4	65%	180.8	187.3	75%	0.0	88%	0.0	0.0	50%	0.0	50%	0.0	0.0	187.3	1079	891.8
1:00 PM	20%	6.4	70%	194.7	201.2	70%	0.0	88%	0.0	0.0	30%	0.0	50%	0.0	0.0	201.2	1079	877.8
2:00 PM	20%	6.4	70%	194.7	201.2	55%	0.0	88%	0.0	0.0	25%	0.0	50%	0.0	0.0	201.2	1079	877.8
3:00 PM	20%	6.4	70%	194.7	201.2	43%	0.0	75%	0.0	0.0	35%	0.0	50%	0.0	0.0	201.2	1079	877.8
4:00 PM	20%	6.4	75%	208.7	215.1	45%	0.0	75%	0.0	0.0	55%	0.0	75%	0.0	0.0	215.1	1079	863.9
5:00 PM	40%	12.8	85%	236.5	249.3	60%	0.0	100%	0.0	0.0	100%	0.0	100%	0.0	0.0	249.3	1079	829.7
6:00 PM	60%	19.3	90%	250.4	269.6	80%	0.0	100%	0.0	0.0	95%	0.0	100%	0.0	0.0	269.6	1079	809.4
7:00 PM	100%	32.1	97%	269.9	302.0	83%	0.0	100%	0.0	0.0	60%	0.0	75%	0.0	0.0	302.0	1079	777.0
8:00 PM	100%	32.1	98%	272.6	304.7	83%	0.0	100%	0.0	0.0	30%	0.0	50%	0.0	0.0	304.7	1079	774.3
9:00 PM	100%	32.1	99%	275.4	307.5	60%	0.0	90%	0.0	0.0	10%	0.0	20%	0.0	0.0	307.5	1079	771.5
10:00 PM	100%	32.1	100%	278.2	310.3	57%	0.0	83%	0.0	0.0	1%	0.0	20%	0.0	0.0	310.3	1079	768.7
11:00 PM	80%	25.7	100%	278.2	303.9	53%	0.0	75%	0.0	0.0	1%	0.0	20%	0.0	0.0	303.9	1079	775.1
Midnight	50%	16.1	100%	278.2	294.3	30%	0.0	45%	0.0	0.0	0%	0.0	0%	0.0	0.0	294.3	1079	784.8

Assumes that 25% of health club users are project residents or employees

Phase 1 Parking Demand



Phase 2
Arlington Down's Parking Demand

Weekday						
Hour	A	B	Total	Supply	Surplus	
Supply				1159		
6:00 AM	334	124	458	1159	701	60%
7:00 AM	288	126	414	1159	745	64%
8:00 AM	277	149	426	1159	733	63%
9:00 AM	285	166	451	1159	708	61%
10:00 AM	271	170	441	1159	718	62%
11:00 AM	265	197	462	1159	697	60%
Noon	236	221	457	1159	702	61%
1:00 PM	257	221	478	1159	681	59%
2:00 PM	257	228	485	1159	674	58%
3:00 PM	257	255	512	1159	647	56%
4:00 PM	279	313	592	1159	567	49%
5:00 PM	322	442	764	1159	395	34%
6:00 PM	349	439	788	1159	371	32%
7:00 PM	373	364	736	1159	423	36%
8:00 PM	367	356	723	1159	436	38%
9:00 PM	360	281	641	1159	518	45%
10:00 PM	337	170	507	1159	652	56%
11:00 PM	313	132	445	1159	714	62%
Midnight	294	130	425	1159	734	63%
Weekend						
Hour	A	B	Total	Supply	Surplus	
Supply				1159		
6:00 AM	319	124	443	1159	716	62%
7:00 AM	281	126	406	1159	753	65%
8:00 AM	262	149	411	1159	748	65%
9:00 AM	256	166	421	1159	738	64%
10:00 AM	234	280	514	1159	645	56%
11:00 AM	228	348	576	1159	583	50%
Noon	214	413	627	1159	532	46%
1:00 PM	218	413	631	1159	528	46%
2:00 PM	216	392	607	1159	552	48%
3:00 PM	220	365	585	1159	574	50%
4:00 PM	245	340	586	1159	573	49%
5:00 PM	302	334	636	1159	523	45%
6:00 PM	320	336	656	1159	503	43%
7:00 PM	334	307	641	1159	518	45%
8:00 PM	322	286	607	1159	552	48%
9:00 PM	313	265	578	1159	581	50%
10:00 PM	312	178	490	1159	669	58%
11:00 PM	305	143	449	1159	710	61%
Midnight	294	138	433	1159	726	63%

Zone A Phase 2 Residential Tower #1 and Health Club

Does not include stand alone retail building (see Zone D)

RESIDENTIAL						RESTAURANT						HEALTH CLUB						Zone Total
Weekday	Visitor Parking		Resident Parking			Customer Parking		Employee Parking			Customer Parking		Employee Parking					
	Size	214	Size	214	Total Parking	Size =	0	Size	0	Total Parking	Size =	17,350	Size	17,350				
	Units =	0.15	Units =	1.3		Units =	4.5	Units=	1.6		Units=	0.4						
	Peak Demand	32.1	Peak Demand	278.2		Peak Demand	0.0	Peak Demand	0.0		Peak Demand	72.9	Peak Demand	6.9				
	%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.				
6:00 AM	0%	0.0	100%	278.2	278.2	13%	0.0	25%	0.0	0.0	70%	51.0	75%	5.2	56.2	334.4		
7:00 AM	10%	3.2	90%	250.4	253.6	25%	0.0	48%	0.0	0.0	40%	29.1	75%	5.2	34.4	287.9		
8:00 AM	20%	6.4	85%	236.5	242.9	30%	0.0	79%	0.0	0.0	40%	29.1	75%	5.2	34.4	277.2		
9:00 AM	20%	6.4	80%	222.6	229.0	38%	0.0	83%	0.0	0.0	70%	51.0	75%	5.2	56.2	285.2		
10:00 AM	20%	6.4	75%	208.7	215.1	50%	0.0	95%	0.0	0.0	70%	51.0	75%	5.2	56.2	271.3		
11:00 AM	20%	6.4	70%	194.7	201.2	65%	0.0	95%	0.0	0.0	80%	58.3	75%	5.2	63.5	264.7		
Noon	20%	6.4	65%	180.8	187.3	88%	0.0	95%	0.0	0.0	60%	43.7	75%	5.2	48.9	236.2		
1:00 PM	20%	6.4	70%	194.7	201.2	83%	0.0	95%	0.0	0.0	70%	51.0	75%	5.2	56.2	257.4		
2:00 PM	20%	6.4	70%	194.7	201.2	58%	0.0	95%	0.0	0.0	70%	51.0	75%	5.2	56.2	257.4		
3:00 PM	20%	6.4	70%	194.7	201.2	43%	0.0	75%	0.0	0.0	70%	51.0	75%	5.2	56.2	257.4		
4:00 PM	20%	6.4	75%	208.7	215.1	48%	0.0	75%	0.0	0.0	80%	58.3	75%	5.2	63.5	278.6		
5:00 PM	40%	12.8	85%	236.5	249.3	75%	0.0	100%	0.0	0.0	90%	65.6	100%	6.9	72.5	321.8		
6:00 PM	60%	19.3	90%	250.4	269.6	87%	0.0	100%	0.0	0.0	100%	72.9	100%	6.9	79.8	349.5		
7:00 PM	100%	32.1	97%	269.9	302.0	90%	0.0	100%	0.0	0.0	90%	65.6	75%	5.2	70.8	372.7		
8:00 PM	100%	32.1	98%	272.6	304.7	90%	0.0	100%	0.0	0.0	80%	58.3	50%	3.5	61.8	366.5		
9:00 PM	100%	32.1	99%	275.4	307.5	80%	0.0	90%	0.0	0.0	70%	51.0	20%	1.4	52.4	359.9		
10:00 PM	100%	32.1	100%	278.2	310.3	75%	0.0	83%	0.0	0.0	35%	25.5	20%	1.4	26.9	337.2		
11:00 PM	80%	25.7	100%	278.2	303.9	63%	0.0	75%	0.0	0.0	10%	7.3	20%	1.4	8.7	312.6		
Midnight	50%	16.1	100%	278.2	294.3	25%	0.0	35%	0.0	0.0	0%	0.0	0%	0.0	0.0	294.3		

Residential Tower #1 and Health Club

Does not include stand alone retail building (see Zone D)

	RESIDENTIAL					RESTAURANT					HEALTH CLUB								
Weekend	Visitor Parking			Resident Parking			Customer Parking		Employee Parking			Customer Parking		Employee Parking					
	Size	214		Size	214		Size =	0		Size	0		Size =	17,350		Size	17,350		
	Units =	0.15		Units =	1.3	Total	Units =	6.4		Units=	2.25	Total	Units =	2.81		Units=	0.25	Total	
	Peak Demand	32.1		Peak Demand	278.2	Parking	Peak Demand	0.0		Peak Demand	0.0	Parking	Peak Demand	48.8		Peak Demand	4.3	Parking	
	%	veh.	%	veh.		%	veh.	%	veh.	%	veh.	%	veh.	%	veh.	%	veh.	Zone Total	
6:00 AM	0%	0.0		100%	278.2	278.2	5%	0.0		25%	0.0	0.0	80%	39.0		50%	2.2	41.2	319.4
7:00 AM	20%	6.4		90%	250.4	256.8	13%	0.0		50%	0.0	0.0	45%	21.9		50%	2.2	24.1	280.9
8:00 AM	20%	6.4		85%	236.5	242.9	23%	0.0		60%	0.0	0.0	35%	17.1		50%	2.2	19.2	262.1
9:00 AM	20%	6.4		80%	222.6	229.0	35%	0.0		75%	0.0	0.0	50%	24.4		50%	2.2	26.5	255.5
10:00 AM	20%	6.4		75%	208.7	215.1	45%	0.0		88%	0.0	0.0	35%	17.1		50%	2.2	19.2	234.3
11:00 AM	20%	6.4		70%	194.7	201.2	53%	0.0		88%	0.0	0.0	50%	24.4		50%	2.2	26.5	227.7
Noon	20%	6.4		65%	180.8	187.3	75%	0.0		88%	0.0	0.0	50%	24.4		50%	2.2	26.5	213.8
1:00 PM	20%	6.4		70%	194.7	201.2	70%	0.0		88%	0.0	0.0	30%	14.6		50%	2.2	16.8	218.0
2:00 PM	20%	6.4		70%	194.7	201.2	55%	0.0		88%	0.0	0.0	25%	12.2		50%	2.2	14.4	215.5
3:00 PM	20%	6.4		70%	194.7	201.2	43%	0.0		75%	0.0	0.0	35%	17.1		50%	2.2	19.2	220.4
4:00 PM	20%	6.4		75%	208.7	215.1	45%	0.0		75%	0.0	0.0	55%	26.8		75%	3.3	30.1	245.1
5:00 PM	40%	12.8		85%	236.5	249.3	60%	0.0		100%	0.0	0.0	100%	48.8		100%	4.3	53.1	302.4
6:00 PM	60%	19.3		90%	250.4	269.6	80%	0.0		100%	0.0	0.0	95%	46.3		100%	4.3	50.7	320.3
7:00 PM	100%	32.1		97%	269.9	302.0	83%	0.0		100%	0.0	0.0	60%	29.3		75%	3.3	32.5	334.5
8:00 PM	100%	32.1		98%	272.6	304.7	83%	0.0		100%	0.0	0.0	30%	14.6		50%	2.2	16.8	321.5
9:00 PM	100%	32.1		99%	275.4	307.5	60%	0.0		90%	0.0	0.0	10%	4.9		20%	0.9	5.7	313.3
10:00 PM	100%	32.1		100%	278.2	310.3	57%	0.0		83%	0.0	0.0	1%	0.5		20%	0.9	1.4	311.7
11:00 PM	80%	25.7		100%	278.2	303.9	53%	0.0		75%	0.0	0.0	1%	0.5		20%	0.9	1.4	305.2
Midnight	50%	16.1		100%	278.2	294.3	30%	0.0		45%	0.0	0.0	0%	0.0		0%	0.0	0.0	294.3

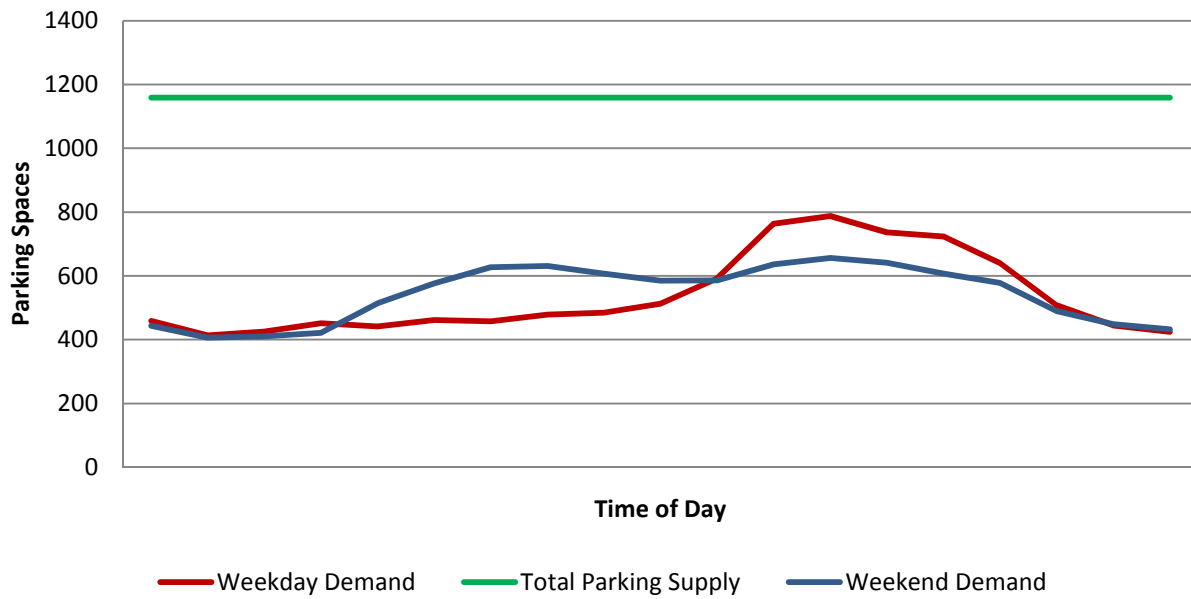
Assumes that 25% of health club users are project residents or employees

Zone B Hotel and Water Park/FEC One Hotel with 161 rooms, conference spaces, and 1,000 bathers in Water Park

Weekday	Waterpark/FEC		Conference Space (1)		Hotel Guest Parking		Hotel Employee Parking		Total Parking
	Size	1,096	Size	184	Rooms	161	Rooms	161	
	Units =	0.25	Units =	0.3	Units =	0.8	Units =	0.2	
	Peak Demand	274.0	Peak Demand	55.2	Peak Demand	128.8	Peak Demand	32.2	
	%	veh.	%	veh.	%	veh.	%	veh.	
6:00 AM	0%	0.0	0%	0.0	95%	122.4	5%	1.6	124.0
7:00 AM	0%	0.0	0%	0.0	90%	115.9	30%	9.7	125.6
8:00 AM	0%	0.0	30%	16.6	80%	103.0	90%	29.0	148.6
9:00 AM	5%	13.7	60%	33.1	70%	90.2	90%	29.0	166.0
10:00 AM	10%	27.4	60%	33.1	60%	77.3	100%	32.2	170.0
11:00 AM	20%	54.8	60%	33.1	60%	77.3	100%	32.2	197.4
Noon	30%	82.2	65%	35.9	55%	70.8	100%	32.2	221.1
1:00 PM	30%	82.2	65%	35.9	55%	70.8	100%	32.2	221.1
2:00 PM	30%	82.2	65%	35.9	60%	77.3	100%	32.2	227.6
3:00 PM	40%	109.6	65%	35.9	60%	77.3	100%	32.2	255.0
4:00 PM	60%	164.4	65%	35.9	65%	83.7	90%	29.0	313.0
5:00 PM	100%	274.0	100%	55.2	70%	90.2	70%	22.5	441.9
6:00 PM	100%	274.0	100%	55.2	75%	96.6	40%	12.9	438.7
7:00 PM	75%	205.5	100%	55.2	75%	96.6	20%	6.4	363.7
8:00 PM	70%	191.8	100%	55.2	80%	103.0	20%	6.4	356.5
9:00 PM	40%	109.6	100%	55.2	85%	109.5	20%	6.4	280.7
10:00 PM	5%	13.7	50%	27.6	95%	122.4	20%	6.4	170.1
11:00 PM	0%	0.0	0%	0.0	100%	128.8	10%	3.2	132.0
Midnight	0%	0.0	0%	0.0	100%	128.8	5%	1.6	130.4
Weekend	Waterpark/FEC		Conference Space (1)		Hotel Guest Parking		Hotel Employee Parking		Total Parking
	Size	1,096	Size	184	Rooms	161	Rooms	161	
	Units =	0.25	Units =	0.3	Units =	0.8	Units =	0.2	
	Peak Demand	274.0	Peak Demand	55.2	Peak Demand	128.8	Peak Demand	32.2	
	%	veh.	%	veh.	%	veh.	%	veh.	
6:00 AM	0%	0.0	0%	0.0	95%	122.4	5%	1.6	124.0
7:00 AM	0%	0.0	0%	0.0	90%	115.9	30%	9.7	125.6
8:00 AM	0%	0.0	30%	16.6	80%	103.0	90%	29.0	148.6
9:00 AM	5%	13.7	60%	33.1	70%	90.2	90%	29.0	166.0
10:00 AM	50%	137.0	60%	33.1	60%	77.3	100%	32.2	279.6
11:00 AM	75%	205.5	60%	33.1	60%	77.3	100%	32.2	348.1
Noon	100%	274.0	65%	35.9	55%	70.8	100%	32.2	412.9
1:00 PM	100%	274.0	65%	35.9	55%	70.8	100%	32.2	412.9
2:00 PM	90%	246.6	65%	35.9	60%	77.3	100%	32.2	392.0
3:00 PM	80%	219.2	65%	35.9	60%	77.3	100%	32.2	364.6
4:00 PM	70%	191.8	65%	35.9	65%	83.7	90%	29.0	340.4
5:00 PM	60%	164.4	100%	55.2	70%	90.2	75%	24.2	333.9
6:00 PM	60%	164.4	100%	55.2	75%	96.6	60%	19.3	335.5
7:00 PM	50%	137.0	100%	55.2	75%	96.6	55%	17.7	306.5
8:00 PM	40%	109.6	100%	55.2	80%	103.0	55%	17.7	285.6
9:00 PM	30%	82.2	100%	55.2	85%	109.5	55%	17.7	264.6
10:00 PM	5%	13.7	50%	27.6	95%	122.4	45%	14.5	178.2
11:00 PM	0%	0.0	0%	0.0	100%	128.8	45%	14.5	143.3
Midnight	0%	0.0	0%	0.0	100%	128.8	30%	9.7	138.5

(1) Conference Space/FEC Assumes that 40% of attendees will be hotel guests

Phase 2 Total Parking Demand



Phase 3
Arlington Down's Parking Demand

Weekday							
Hour	A	B	C	Total	Supply	Surplus	
Supply					1704		
6:00 AM	334	124	577	1035	1704	669	39%
7:00 AM	288	126	531	945	1704	759	45%
8:00 AM	277	149	518	944	1704	760	45%
9:00 AM	285	166	494	945	1704	759	45%
10:00 AM	271	170	467	908	1704	796	47%
11:00 AM	265	197	437	900	1704	804	47%
Noon	236	221	406	863	1704	841	49%
1:00 PM	257	221	435	914	1704	790	46%
2:00 PM	257	228	438	923	1704	781	46%
3:00 PM	257	255	437	950	1704	754	44%
4:00 PM	279	313	464	1055	1704	649	38%
5:00 PM	322	442	526	1290	1704	414	24%
6:00 PM	349	439	563	1351	1704	353	21%
7:00 PM	373	364	627	1364	1704	340	20%
8:00 PM	367	356	632	1355	1704	349	20%
9:00 PM	360	281	637	1278	1704	426	25%
10:00 PM	337	170	643	1150	1704	554	33%
11:00 PM	313	132	629	1074	1704	630	37%
Midnight	294	130	609	1034	1704	670	39%
Weekend							
Hour	A	B	C	Total	Supply	Surplus	
Supply					1704		
6:00 AM	319	124	576	1019	1704	685	40%
7:00 AM	281	126	532	938	1704	766	45%
8:00 AM	262	149	504	915	1704	789	46%
9:00 AM	256	166	476	898	1704	806	47%
10:00 AM	234	280	448	962	1704	742	44%
11:00 AM	228	348	419	995	1704	709	42%
Noon	214	413	390	1017	1704	687	40%
1:00 PM	218	413	416	1047	1704	657	39%
2:00 PM	216	392	416	1024	1704	680	40%
3:00 PM	220	365	416	1001	1704	703	41%
4:00 PM	245	340	445	1031	1704	673	40%
5:00 PM	302	334	516	1152	1704	552	32%
6:00 PM	320	336	558	1214	1704	490	29%
7:00 PM	334	307	625	1266	1704	438	26%
8:00 PM	322	286	631	1238	1704	466	27%
9:00 PM	313	265	637	1214	1704	490	29%
10:00 PM	312	178	642	1132	1704	572	34%
11:00 PM	305	143	629	1078	1704	626	37%
Midnight	294	138	609	1042	1704	662	39%

Zone A Phase 3 Residential Tower #1, and Health Club

Does Not Include Buildings #5 and #6 (See Zone D)

RESIDENTIAL						RESTAURANT						HEALTH CLUB							
Weekday	Visitor Parking			Resident Parking			Customer Parking			Employee Parking			Customer Parking			Employee Parking			Zone Total
	Size	214		Size	214		Size =	0		Size	0		Size =	17,350		Size	17,350		
	Units =	0.15		Units =	1.3	Total	Units =	4.5		Units=	1.6	Total	Units =	4.2		Units=	0.4	Total	
	Peak Demand	32.1		Peak Demand	278.2	Parking	Peak Demand	0.0		Peak Demand	0.0	Parking	Peak Demand	72.9		Peak Demand	6.9	Parking	
	%	veh.		%	veh.		%	veh.		%	veh.		%	veh.		%	veh.		
6:00 AM	0%	0.0		100%	278.2	278.2	13%	0.0		25%	0.0	0.0	70%	51.0		75%	5.2	56.2	334.4
7:00 AM	10%	3.2		90%	250.4	253.6	25%	0.0		48%	0.0	0.0	40%	29.1		75%	5.2	34.4	287.9
8:00 AM	20%	6.4		85%	236.5	242.9	30%	0.0		79%	0.0	0.0	40%	29.1		75%	5.2	34.4	277.2
9:00 AM	20%	6.4		80%	222.6	229.0	38%	0.0		83%	0.0	0.0	70%	51.0		75%	5.2	56.2	285.2
10:00 AM	20%	6.4		75%	208.7	215.1	50%	0.0		95%	0.0	0.0	70%	51.0		75%	5.2	56.2	271.3
11:00 AM	20%	6.4		70%	194.7	201.2	65%	0.0		95%	0.0	0.0	80%	58.3		75%	5.2	63.5	264.7
Noon	20%	6.4		65%	180.8	187.3	88%	0.0		95%	0.0	0.0	60%	43.7		75%	5.2	48.9	236.2
1:00 PM	20%	6.4		70%	194.7	201.2	83%	0.0		95%	0.0	0.0	70%	51.0		75%	5.2	56.2	257.4
2:00 PM	20%	6.4		70%	194.7	201.2	58%	0.0		95%	0.0	0.0	70%	51.0		75%	5.2	56.2	257.4
3:00 PM	20%	6.4		70%	194.7	201.2	43%	0.0		75%	0.0	0.0	70%	51.0		75%	5.2	56.2	257.4
4:00 PM	20%	6.4		75%	208.7	215.1	48%	0.0		75%	0.0	0.0	80%	58.3		75%	5.2	63.5	278.6
5:00 PM	40%	12.8		85%	236.5	249.3	75%	0.0		100%	0.0	0.0	90%	65.6		100%	6.9	72.5	321.8
6:00 PM	60%	19.3		90%	250.4	269.6	87%	0.0		100%	0.0	0.0	100%	72.9		100%	6.9	79.8	349.5
7:00 PM	100%	32.1		97%	269.9	302.0	90%	0.0		100%	0.0	0.0	90%	65.6		75%	5.2	70.8	372.7
8:00 PM	100%	32.1		98%	272.6	304.7	90%	0.0		100%	0.0	0.0	80%	58.3		50%	3.5	61.8	366.5
9:00 PM	100%	32.1		99%	275.4	307.5	80%	0.0		90%	0.0	0.0	70%	51.0		20%	1.4	52.4	359.9
10:00 PM	100%	32.1		100%	278.2	310.3	75%	0.0		83%	0.0	0.0	35%	25.5		20%	1.4	26.9	337.2
11:00 PM	80%	25.7		100%	278.2	303.9	63%	0.0		75%	0.0	0.0	10%	7.3		20%	1.4	8.7	312.6
Midnight	50%	16.1		100%	278.2	294.3	25%	0.0		35%	0.0	0.0	0%	0.0		0%	0.0	0.0	294.3

Residential Tower #1 and Health Club

Does Not Include Buildings #5 and #6 (See Zone D)

	RESIDENTIAL					RESTAURANT				HEALTH CLUB						
Weekend	Visitor Parking		Resident Parking			Customer Parking		Employee Parking		Customer Parking		Employee Parking				
	Size	214	Size	214		Size =	0	Size	0	Size =	17,350	Size	17,350			
	Units =	0.15	Units =	1.3	Total Parking	Units =	6.4	Units=	2.25	Total Parking	Units =	2.81	Units=	0.25	Total Parking	Zone Total
	Peak Demand	32.1	Peak Demand	278.2		Peak Demand	0.0	Peak Demand	0.0		Peak Demand	48.8	Peak Demand	4.3		
	%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.		
6:00 AM	0%	0.0	100%	278.2	278.2	5%	0.0	25%	0.0	0.0	80%	39.0	50%	2.2	41.2	319.4
7:00 AM	20%	6.4	90%	250.4	256.8	13%	0.0	50%	0.0	0.0	45%	21.9	50%	2.2	24.1	280.9
8:00 AM	20%	6.4	85%	236.5	242.9	23%	0.0	60%	0.0	0.0	35%	17.1	50%	2.2	19.2	262.1
9:00 AM	20%	6.4	80%	222.6	229.0	35%	0.0	75%	0.0	0.0	50%	24.4	50%	2.2	26.5	255.5
10:00 AM	20%	6.4	75%	208.7	215.1	45%	0.0	88%	0.0	0.0	35%	17.1	50%	2.2	19.2	234.3
11:00 AM	20%	6.4	70%	194.7	201.2	53%	0.0	88%	0.0	0.0	50%	24.4	50%	2.2	26.5	227.7
Noon	20%	6.4	65%	180.8	187.3	75%	0.0	88%	0.0	0.0	50%	24.4	50%	2.2	26.5	213.8
1:00 PM	20%	6.4	70%	194.7	201.2	70%	0.0	88%	0.0	0.0	30%	14.6	50%	2.2	16.8	218.0
2:00 PM	20%	6.4	70%	194.7	201.2	55%	0.0	88%	0.0	0.0	25%	12.2	50%	2.2	14.4	215.5
3:00 PM	20%	6.4	70%	194.7	201.2	43%	0.0	75%	0.0	0.0	35%	17.1	50%	2.2	19.2	220.4
4:00 PM	20%	6.4	75%	208.7	215.1	45%	0.0	75%	0.0	0.0	55%	26.8	75%	3.3	30.1	245.1
5:00 PM	40%	12.8	85%	236.5	249.3	60%	0.0	100%	0.0	0.0	100%	48.8	100%	4.3	53.1	302.4
6:00 PM	60%	19.3	90%	250.4	269.6	80%	0.0	100%	0.0	0.0	95%	46.3	100%	4.3	50.7	320.3
7:00 PM	100%	32.1	97%	269.9	302.0	83%	0.0	100%	0.0	0.0	60%	29.3	75%	3.3	32.5	334.5
8:00 PM	100%	32.1	98%	272.6	304.7	83%	0.0	100%	0.0	0.0	30%	14.6	50%	2.2	16.8	321.5
9:00 PM	100%	32.1	99%	275.4	307.5	60%	0.0	90%	0.0	0.0	10%	4.9	20%	0.9	5.7	313.3
10:00 PM	100%	32.1	100%	278.2	310.3	57%	0.0	83%	0.0	0.0	1%	0.5	20%	0.9	1.4	311.7
11:00 PM	80%	25.7	100%	278.2	303.9	53%	0.0	75%	0.0	0.0	1%	0.5	20%	0.9	1.4	305.2
Midnight	50%	16.1	100%	278.2	294.3	30%	0.0	45%	0.0	0.0	0%	0.0	0%	0.0	0.0	294.3

Assumes that 25% of health club users are project residents or employees

Zone B Hotel and Water Park/FEC Phase 3 One Hotel with 161rooms, conference spaces, and 1,000 bathers in Water Park

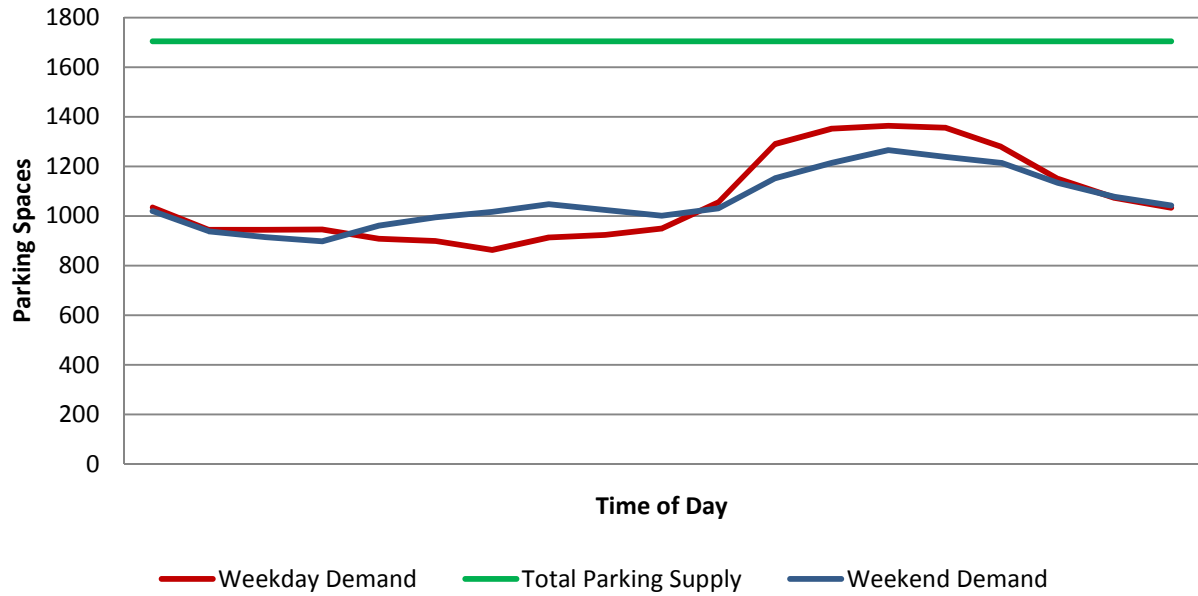
Weekday	Waterpark/FEC		Conference Space (1)		Hotel Guest Parking		Hotel Employee Parking		Total Parking
	Size	1,096	Size	184	Rooms	161	Rooms	161	
	Units =	0.25	Units =	0.3	Units =	0.8	Units =	0.2	
	Peak Demand	274.0	Peak Demand	55.2	Peak Demand	128.8	Peak Demand	32.2	
	%	veh.	%	veh.	%	veh.	%	veh.	
6:00 AM	0%	0.0	0%	0.0	95%	122.4	5%	1.6	124.0
7:00 AM	0%	0.0	0%	0.0	90%	115.9	30%	9.7	125.6
8:00 AM	0%	0.0	30%	16.6	80%	103.0	90%	29.0	148.6
9:00 AM	5%	13.7	60%	33.1	70%	90.2	90%	29.0	166.0
10:00 AM	10%	27.4	60%	33.1	60%	77.3	100%	32.2	170.0
11:00 AM	20%	54.8	60%	33.1	60%	77.3	100%	32.2	197.4
Noon	30%	82.2	65%	35.9	55%	70.8	100%	32.2	221.1
1:00 PM	30%	82.2	65%	35.9	55%	70.8	100%	32.2	221.1
2:00 PM	30%	82.2	65%	35.9	60%	77.3	100%	32.2	227.6
3:00 PM	40%	109.6	65%	35.9	60%	77.3	100%	32.2	255.0
4:00 PM	60%	164.4	65%	35.9	65%	83.7	90%	29.0	313.0
5:00 PM	100%	274.0	100%	55.2	70%	90.2	70%	22.5	441.9
6:00 PM	100%	274.0	100%	55.2	75%	96.6	40%	12.9	438.7
7:00 PM	75%	205.5	100%	55.2	75%	96.6	20%	6.4	363.7
8:00 PM	70%	191.8	100%	55.2	80%	103.0	20%	6.4	356.5
9:00 PM	40%	109.6	100%	55.2	85%	109.5	20%	6.4	280.7
10:00 PM	5%	13.7	50%	27.6	95%	122.4	20%	6.4	170.1
11:00 PM	0%	0.0	0%	0.0	100%	128.8	10%	3.2	132.0
Midnight	0%	0.0	0%	0.0	100%	128.8	5%	1.6	130.4
Weekend	Waterpark/FEC		Conference Space (1)		Hotel Guest Parking		Hotel Employee Parking		Total Parking
	Size	1,096	Size	184	Rooms	161	Rooms	161	
	Units =	0.25	Units =	0.3	Units =	0.8	Units =	0.2	
	Peak Demand	274.0	Peak Demand	55.2	Peak Demand	128.8	Peak Demand	32.2	
	%	veh.	%	veh.	%	veh.	%	veh.	
6:00 AM	0%	0.0	0%	0.0	95%	122.4	5%	1.6	124.0
7:00 AM	0%	0.0	0%	0.0	90%	115.9	30%	9.7	125.6
8:00 AM	0%	0.0	30%	16.6	80%	103.0	90%	29.0	148.6
9:00 AM	5%	13.7	60%	33.1	70%	90.2	90%	29.0	166.0
10:00 AM	50%	137.0	60%	33.1	60%	77.3	100%	32.2	279.6
11:00 AM	75%	205.5	60%	33.1	60%	77.3	100%	32.2	348.1
Noon	100%	274.0	65%	35.9	55%	70.8	100%	32.2	412.9
1:00 PM	100%	274.0	65%	35.9	55%	70.8	100%	32.2	412.9
2:00 PM	90%	246.6	65%	35.9	60%	77.3	100%	32.2	392.0
3:00 PM	80%	219.2	65%	35.9	60%	77.3	100%	32.2	364.6
4:00 PM	70%	191.8	65%	35.9	65%	83.7	90%	29.0	340.4
5:00 PM	60%	164.4	100%	55.2	70%	90.2	75%	24.2	333.9
6:00 PM	60%	164.4	100%	55.2	75%	96.6	60%	19.3	335.5
7:00 PM	50%	137.0	100%	55.2	75%	96.6	55%	17.7	306.5
8:00 PM	40%	109.6	100%	55.2	80%	103.0	55%	17.7	285.6
9:00 PM	30%	82.2	100%	55.2	85%	109.5	55%	17.7	264.6
10:00 PM	5%	13.7	50%	27.6	95%	122.4	45%	14.5	178.2
11:00 PM	0%	0.0	0%	0.0	100%	128.8	45%	14.5	143.3
Midnight	0%	0.0	0%	0.0	100%	128.8	30%	9.7	138.5

(1) Conference/FEC Space Assumes that 40% of attendees will be hotel guests

Zone C Two Residential Towers with Office Phase 3
OFFICE

Weekday	Employee Parking		Visitor Parking		Office Total Parking	Visitor Parking		Resident Parking			Zone Total
	Size	6,600	Size	6,600 <th>Size</th> <td>443<th>Size</th><td>443<th>Apartment</th></td></td>		Size	443 <th>Size</th> <td>443<th>Apartment</th></td>	Size	443 <th>Apartment</th>	Apartment	
	Units =	3.08	Units =	0.25		Units =	0.15	Units =	1.3 <th>Total</th>	Total	
	Peak Deman %	20.3 veh.	Peak Demand %	1.7 veh.		Peak Demand %	66.5 veh.	Peak Den %	575.9 veh.	Parking	
6:00 AM	3%	0.6	0%	0.0	0.6	0%	0.0	100%	575.9	575.9	576.5
7:00 AM	30%	6.1	1%	0.0	6.1	10%	6.6	90%	518.3	525.0	531.1
8:00 AM	75%	15.2	20%	0.3	15.6	20%	13.3	85%	489.5	502.8	518.4
9:00 AM	95%	19.3	60%	1.0	20.3	20%	13.3	80%	460.7	474.0	494.3
10:00 AM	100%	20.3	100%	1.7	22.0	20%	13.3	75%	431.9	445.2	467.2
11:00 AM	100%	20.3	45%	0.7	21.1	20%	13.3	70%	403.1	416.4	437.5
Noon	90%	18.3	15%	0.2	18.5	20%	13.3	65%	374.3	387.6	406.2
1:00 PM	90%	18.3	45%	0.7	19.0	20%	13.3	70%	403.1	416.4	435.5
2:00 PM	100%	20.3	100%	1.7	22.0	20%	13.3	70%	403.1	416.4	438.4
3:00 PM	100%	20.3	45%	0.7	21.1	20%	13.3	70%	403.1	416.4	437.5
4:00 PM	90%	18.3	15%	0.2	18.5	20%	13.3	75%	431.9	445.2	463.8
5:00 PM	50%	10.2	10%	0.2	10.3	40%	26.6	85%	489.5	516.1	526.4
6:00 PM	25%	5.1	5%	0.1	5.2	60%	39.9	90%	518.3	558.2	563.3
7:00 PM	10%	2.0	2%	0.0	2.1	100%	66.5	97%	558.6	625.1	627.1
8:00 PM	7%	1.4	1%	0.0	1.4	100%	66.5	98%	564.4	630.8	632.3
9:00 PM	3%	0.6	0%	0.0	0.6	100%	66.5	99%	570.1	636.6	637.2
10:00 PM	1%	0.2	0%	0.0	0.2	100%	66.5	100%	575.9	642.4	642.6
11:00 PM	0%	0.0	0%	0.0	0.0	80%	53.2	100%	575.9	629.1	629.1
Midnight	0%	0.0	0%	0.0	0.0	50%	33.2	100%	575.9	609.1	609.1
	OFFICE					RESIDENTIAL					
Weekend	Employees Parking		Visitor Parking		Office Total Parking	Visitor Parking		Resident Parking			Zone Total
	Size	6,600	Size	6,600		Size	443	Size	443		
	Units=	0.35	Units=	0.03		Units =	0.15	Units =	1.3	Total	
	Peak Deman %	2.3 veh.	Peak Demand %	0.2 veh.		Peak Demand %	66.5 veh.	Peak Den %	575.9 veh.	Parking	
6:00 AM	0%	0.0	0%	0.0	0.0	0%	0.0	100%	575.9	575.9	575.9
7:00 AM	0%	0.0	0%	0.0	0.0	20%	13.3	90%	518.3	531.6	531.6
8:00 AM	60%	1.4	90%	0.2	1.6	20%	13.3	85%	489.5	502.8	504.4
9:00 AM	100%	2.3	90%	0.2	2.5	20%	13.3	80%	460.7	474.0	476.5
10:00 AM	100%	2.3	100%	0.2	2.5	20%	13.3	75%	431.9	445.2	447.7
11:00 AM	100%	2.3	100%	0.2	2.5	20%	13.3	70%	403.1	416.4	418.9
Noon	100%	2.3	30%	0.1	2.4	20%	13.3	65%	374.3	387.6	390.0
1:00 PM	0%	0.0	0%	0.0	0.0	20%	13.3	70%	403.1	416.4	416.4
2:00 PM	0%	0.0	0%	0.0	0.0	20%	13.3	70%	403.1	416.4	416.4
3:00 PM	0%	0.0	0%	0.0	0.0	20%	13.3	70%	403.1	416.4	416.4
4:00 PM	0%	0.0	0%	0.0	0.0	20%	13.3	75%	431.9	445.2	445.2
5:00 PM	0%	0.0	0%	0.0	0.0	40%	26.6	85%	489.5	516.1	516.1
6:00 PM	0%	0.0	0%	0.0	0.0	60%	39.9	90%	518.3	558.2	558.2
7:00 PM	0%	0.0	0%	0.0	0.0	100%	66.5	97%	558.6	625.1	625.1
8:00 PM	0%	0.0	0%	0.0	0.0	100%	66.5	98%	564.4	630.8	630.8
9:00 PM	0%	0.0	0%	0.0	0.0	100%	66.5	99%	570.1	636.6	636.6
10:00 PM	0%	0.0	0%	0.0	0.0	100%	66.5	100%	575.9	642.4	642.4
11:00 PM	0%	0.0	0%	0.0	0.0	80%	53.2	100%	575.9	629.1	629.1
Midnight	0%	0.0	0%	0.0	0.0	50%	33.2	100%	575.9	609.1	609.1

Phase 3 Arlington Downs Total Parking Demand



Phase 4
Arlington Down's Parking Demand

Weekday									
Hour	A	B	C	D	E	Total	Supply	Surplus	
Supply							1838		
6:00 AM	340	124	577	26	2	1068	1838	770	42%
7:00 AM	299	126	531	52	5	1012	1838	826	45%
8:00 AM	292	149	518	92	13	1064	1838	774	42%
9:00 AM	302	166	494	140	28	1131	1838	707	38%
10:00 AM	292	170	467	193	45	1167	1838	671	36%
11:00 AM	290	197	437	229	57	1210	1838	628	34%
Noon	267	221	406	270	63	1227	1838	611	33%
1:00 PM	287	221	435	269	65	1277	1838	561	31%
2:00 PM	281	228	438	234	63	1243	1838	595	32%
3:00 PM	275	255	437	202	60	1230	1838	608	33%
4:00 PM	297	313	464	212	60	1346	1838	492	27%
5:00 PM	350	442	526	259	62	1639	1838	199	11%
6:00 PM	380	439	563	256	62	1700	1838	138	7%
7:00 PM	404	364	627	265	58	1719	1838	119	6%
8:00 PM	398	356	632	256	53	1697	1838	141	8%
9:00 PM	388	281	637	194	36	1536	1838	302	16%
10:00 PM	364	170	643	157	21	1354	1838	484	26%
11:00 PM	335	132	629	113	7	1216	1838	622	34%
Midnight	304	130	609	40	0	1084	1838	754	41%
Weekend									
Hour	A	B	C	D	E	Total	Supply	Surplus	
Supply							1838		
6:00 AM	324	124	576	21	2	1047	1838	791	43%
7:00 AM	292	126	532	50	5	1004	1838	834	45%
8:00 AM	278	149	504	92	12	1034	1838	804	44%
9:00 AM	278	166	476	153	28	1102	1838	736	40%
10:00 AM	262	280	448	205	41	1235	1838	603	33%
11:00 AM	258	348	419	242	51	1318	1838	520	28%
Noon	252	413	390	301	61	1416	1838	422	23%
1:00 PM	254	413	416	287	67	1437	1838	401	22%
2:00 PM	246	392	416	270	72	1397	1838	441	24%
3:00 PM	245	365	416	244	72	1343	1838	495	27%
4:00 PM	271	340	445	242	70	1368	1838	470	26%
5:00 PM	337	334	516	271	66	1523	1838	315	17%
6:00 PM	362	336	558	293	59	1607	1838	231	13%
7:00 PM	377	307	625	323	55	1686	1838	152	8%
8:00 PM	364	286	631	310	48	1638	1838	200	11%
9:00 PM	346	265	637	214	38	1500	1838	338	18%
10:00 PM	343	178	642	184	27	1373	1838	465	25%
11:00 PM	334	143	629	143	11	1260	1838	578	31%
Midnight	311	138	609	70	0	1128	1838	710	39%

Zone A Phase 4 Residential Tower #1, Tower Restaurant, and Health Club

Does Not Include Buildings #5 and #6 (See Zone D)

RESIDENTIAL						RESTAURANT						HEALTH CLUB						Zone Total		
Weekday	Visitor Parking			Resident Parking			Customer Parking		Employee Parking			Customer Parking		Employee Parking						
	Size	214		Size	214		Size =	5,600		Size	5,600		Size =	17,350		Size	17,350			
	Units =	0.15		Units =	1.3	Total	Units =	4.5		Units=	1.6	Total	Units =	4.2		Units=	0.4		Total	
	Peak Demand	32.1		Peak Demand	278.2	Parking	Peak Demand	25.2		Peak Demand	9.0	Parking	Peak Demand	72.9		Peak Demand	6.9		Parking	
	%	veh.		%	veh.		%	veh.		%	veh.		%	veh.		%	veh.			
6:00 AM	0%	0.0		100%	278.2	278.2	13%	3.3		25%	2.2	5.5		70%	51.0		75%	5.2	56.2	339.9
7:00 AM	10%	3.2		90%	250.4	253.6	25%	6.3		48%	4.3	10.6		40%	29.1		75%	5.2	34.4	298.5
8:00 AM	20%	6.4		85%	236.5	242.9	30%	7.6		79%	7.1	14.6		40%	29.1		75%	5.2	34.4	291.9
9:00 AM	20%	6.4		80%	222.6	229.0	38%	9.6		83%	7.4	17.0		70%	51.0		75%	5.2	56.2	302.2
10:00 AM	20%	6.4		75%	208.7	215.1	50%	12.6		95%	8.5	21.1		70%	51.0		75%	5.2	56.2	292.4
11:00 AM	20%	6.4		70%	194.7	201.2	65%	16.4		95%	8.5	24.9		80%	58.3		75%	5.2	63.5	289.6
Noon	20%	6.4		65%	180.8	187.3	88%	22.2		95%	8.5	30.7		60%	43.7		75%	5.2	48.9	266.9
1:00 PM	20%	6.4		70%	194.7	201.2	83%	20.9		95%	8.5	29.4		70%	51.0		75%	5.2	56.2	286.8
2:00 PM	20%	6.4		70%	194.7	201.2	58%	14.6		95%	8.5	23.1		70%	51.0		75%	5.2	56.2	280.5
3:00 PM	20%	6.4		70%	194.7	201.2	43%	10.8		75%	6.7	17.6		70%	51.0		75%	5.2	56.2	274.9
4:00 PM	20%	6.4		75%	208.7	215.1	48%	12.1		75%	6.7	18.8		80%	58.3		75%	5.2	63.5	297.4
5:00 PM	40%	12.8		85%	236.5	249.3	75%	18.9		100%	9.0	27.9		90%	65.6		100%	6.9	72.5	349.7
6:00 PM	60%	19.3		90%	250.4	269.6	87%	21.9		100%	9.0	30.9		100%	72.9		100%	6.9	79.8	380.3
7:00 PM	100%	32.1		97%	269.9	302.0	90%	22.7		100%	9.0	31.6		90%	65.6		75%	5.2	70.8	404.4
8:00 PM	100%	32.1		98%	272.6	304.7	90%	22.7		100%	9.0	31.6		80%	58.3		50%	3.5	61.8	398.1
9:00 PM	100%	32.1		99%	275.4	307.5	80%	20.2		90%	8.1	28.2		70%	51.0		20%	1.4	52.4	388.1
10:00 PM	100%	32.1		100%	278.2	310.3	75%	18.9		83%	7.4	26.3		35%	25.5		20%	1.4	26.9	363.5
11:00 PM	80%	25.7		100%	278.2	303.9	63%	15.9		75%	6.7	22.6		10%	7.3		20%	1.4	8.7	335.2
Midnight	50%	16.1		100%	278.2	294.3	25%	6.3		35%	3.1	9.4		0%	0.0		0%	0.0	0.0	303.7

Residential Tower #1 and Tower Restaurant and Health Club

Does Not Include Buildings #5 and #6 (See Zone D)

	RESIDENTIAL					RESTAURANT				HEALTH CLUB						
Weekend	Visitor Parking		Resident Parking			Customer Parking		Employee Parking		Customer Parking		Employee Parking				
	Size	214	Size	214	Total Parking	Size =	5,600	Size	5,600	Size =	17,350	Size	17,350	Zone Total		
	Units =	0.15	Units =	1.3		Units =	6.4	Units=	2.25	Units =	2.81	Units=	0.25			
	Peak Demand	32.1	Peak Demand	278.2		Peak Demand	35.8	Peak Demand	12.6	Peak Demand	48.8	Peak Demand	4.3			
	%	veh.	%	veh.		%	veh.	%	veh.	%	veh.	%	veh.			
6:00 AM	0%	0.0	100%	278.2	278.2	5%	1.8	25%	3.2	4.9	80%	39.0	50%	2.2	41.2	324.3
7:00 AM	20%	6.4	90%	250.4	256.8	13%	4.7	50%	6.3	11.0	45%	21.9	50%	2.2	24.1	291.9
8:00 AM	20%	6.4	85%	236.5	242.9	23%	8.2	60%	7.6	15.8	35%	17.1	50%	2.2	19.2	277.9
9:00 AM	20%	6.4	80%	222.6	229.0	35%	12.5	75%	9.5	22.0	50%	24.4	50%	2.2	26.5	277.5
10:00 AM	20%	6.4	75%	208.7	215.1	45%	16.1	88%	11.1	27.2	35%	17.1	50%	2.2	19.2	261.5
11:00 AM	20%	6.4	70%	194.7	201.2	53%	19.0	88%	11.1	30.1	50%	24.4	50%	2.2	26.5	257.8
Noon	20%	6.4	65%	180.8	187.3	75%	26.9	88%	11.1	38.0	50%	24.4	50%	2.2	26.5	251.8
1:00 PM	20%	6.4	70%	194.7	201.2	70%	25.1	88%	11.1	36.2	30%	14.6	50%	2.2	16.8	254.1
2:00 PM	20%	6.4	70%	194.7	201.2	55%	19.7	88%	11.1	30.8	25%	12.2	50%	2.2	14.4	246.3
3:00 PM	20%	6.4	70%	194.7	201.2	43%	15.4	75%	9.5	24.9	35%	17.1	50%	2.2	19.2	245.3
4:00 PM	20%	6.4	75%	208.7	215.1	45%	16.1	75%	9.5	25.6	55%	26.8	75%	3.3	30.1	270.7
5:00 PM	40%	12.8	85%	236.5	249.3	60%	21.5	100%	12.6	34.1	100%	48.8	100%	4.3	53.1	336.5
6:00 PM	60%	19.3	90%	250.4	269.6	80%	28.7	100%	12.6	41.3	95%	46.3	100%	4.3	50.7	361.6
7:00 PM	100%	32.1	97%	269.9	302.0	83%	29.7	100%	12.6	42.3	60%	29.3	75%	3.3	32.5	376.8
8:00 PM	100%	32.1	98%	272.6	304.7	83%	29.7	100%	12.6	42.3	30%	14.6	50%	2.2	16.8	363.9
9:00 PM	100%	32.1	99%	275.4	307.5	60%	21.5	90%	11.3	32.8	10%	4.9	20%	0.9	5.7	346.1
10:00 PM	100%	32.1	100%	278.2	310.3	57%	20.4	83%	10.5	30.9	1%	0.5	20%	0.9	1.4	342.5
11:00 PM	80%	25.7	100%	278.2	303.9	53%	19.0	75%	9.5	28.4	1%	0.5	20%	0.9	1.4	333.7
Midnight	50%	16.1	100%	278.2	294.3	30%	10.8	45%	5.7	16.4	0%	0.0	0%	0.0	0.0	310.7

Assumes that 25% of health club users are project residents or employees

Zone B Hotel and Water Park/FEC One Hotels with 145 rooms, conference spaces, and 1,000 bathers in Water Park

Weekday	Waterpark/FEC		Conference Space (1)		Hotel Guest Parking		Hotel Employee Parking		Total Parking
	Size	1,096	Size	184	Rooms	161	Rooms	161	
	Units =	0.25	Units =	0.3	Units =	0.8	Units =	0.2	
	Peak Demand	274.0	Peak Demand	55.2	Peak Demand	128.8	Peak Demand	32.2	
	%	veh.	%	veh.	%	veh.	%	veh.	
6:00 AM	0%	0.0	0%	0.0	95%	122.4	5%	1.6	124.0
7:00 AM	0%	0.0	0%	0.0	90%	115.9	30%	9.7	125.6
8:00 AM	0%	0.0	30%	16.6	80%	103.0	90%	29.0	148.6
9:00 AM	5%	13.7	60%	33.1	70%	90.2	90%	29.0	166.0
10:00 AM	10%	27.4	60%	33.1	60%	77.3	100%	32.2	170.0
11:00 AM	20%	54.8	60%	33.1	60%	77.3	100%	32.2	197.4
Noon	30%	82.2	65%	35.9	55%	70.8	100%	32.2	221.1
1:00 PM	30%	82.2	65%	35.9	55%	70.8	100%	32.2	221.1
2:00 PM	30%	82.2	65%	35.9	60%	77.3	100%	32.2	227.6
3:00 PM	40%	109.6	65%	35.9	60%	77.3	100%	32.2	255.0
4:00 PM	60%	164.4	65%	35.9	65%	83.7	90%	29.0	313.0
5:00 PM	100%	274.0	100%	55.2	70%	90.2	70%	22.5	441.9
6:00 PM	100%	274.0	100%	55.2	75%	96.6	40%	12.9	438.7
7:00 PM	75%	205.5	100%	55.2	75%	96.6	20%	6.4	363.7
8:00 PM	70%	191.8	100%	55.2	80%	103.0	20%	6.4	356.5
9:00 PM	40%	109.6	100%	55.2	85%	109.5	20%	6.4	280.7
10:00 PM	5%	13.7	50%	27.6	95%	122.4	20%	6.4	170.1
11:00 PM	0%	0.0	0%	0.0	100%	128.8	10%	3.2	132.0
Midnight	0%	0.0	0%	0.0	100%	128.8	5%	1.6	130.4
Weekend	Waterpark/FEC		Conference Space (1)		Hotel Guest Parking		Hotel Employee Parking		Total Parking
	Size	1,096	Size	184	Rooms	161	Rooms	161	
	Units =	0.25	Units =	0.3	Units =	0.8	Units =	0.2	
	Peak Demand	274.0	Peak Demand	55.2	Peak Demand	128.8	Peak Demand	32.2	
	%	veh.	%	veh.	%	veh.	%	veh.	
6:00 AM	0%	0.0	0%	0.0	95%	122.4	5%	1.6	124.0
7:00 AM	0%	0.0	0%	0.0	90%	115.9	30%	9.7	125.6
8:00 AM	0%	0.0	30%	16.6	80%	103.0	90%	29.0	148.6
9:00 AM	5%	13.7	60%	33.1	70%	90.2	90%	29.0	166.0
10:00 AM	50%	137.0	60%	33.1	60%	77.3	100%	32.2	279.6
11:00 AM	75%	205.5	60%	33.1	60%	77.3	100%	32.2	348.1
Noon	100%	274.0	65%	35.9	55%	70.8	100%	32.2	412.9
1:00 PM	100%	274.0	65%	35.9	55%	70.8	100%	32.2	412.9
2:00 PM	90%	246.6	65%	35.9	60%	77.3	100%	32.2	392.0
3:00 PM	80%	219.2	65%	35.9	60%	77.3	100%	32.2	364.6
4:00 PM	70%	191.8	65%	35.9	65%	83.7	90%	29.0	340.4
5:00 PM	60%	164.4	100%	55.2	70%	90.2	75%	24.2	333.9
6:00 PM	60%	164.4	100%	55.2	75%	96.6	60%	19.3	335.5
7:00 PM	50%	137.0	100%	55.2	75%	96.6	55%	17.7	306.5
8:00 PM	40%	109.6	100%	55.2	80%	103.0	55%	17.7	285.6
9:00 PM	30%	82.2	100%	55.2	85%	109.5	55%	17.7	264.6
10:00 PM	5%	13.7	50%	27.6	95%	122.4	45%	14.5	178.2
11:00 PM	0%	0.0	0%	0.0	100%	128.8	45%	14.5	143.3
Midnight	0%	0.0	0%	0.0	100%	128.8	30%	9.7	138.5

(1) Conference/FEC Space Assumes that 40% of attendees will be hotel guests

Zone C Two Residential Towers with Office Phase 4
OFFICE

Weekday	Employee Parking		Visitor Parking		Office Total Parking	Visitor Parking		Resident Parking			Zone Total
	Size	6,600	Size	6,600 <th>Size</th> <td>443<th>Size</th><td>443<th>Apartment</th></td></td>		Size	443 <th>Size</th> <td>443<th>Apartment</th></td>	Size	443 <th>Apartment</th>	Apartment	
	Units =	3.08	Units =	0.25		Units =	0.15	Units =	1.3 <th>Total</th>	Total	
	Peak Deman %	20.3 veh.	Peak Demand %	1.7 veh.		Peak Demand %	66.5 veh.	Peak Den %	575.9 veh.	Parking	
6:00 AM	3%	0.6	0%	0.0	0.6	0%	0.0	100%	575.9	575.9	576.5
7:00 AM	30%	6.1	1%	0.0	6.1	10%	6.6	90%	518.3	525.0	531.1
8:00 AM	75%	15.2	20%	0.3	15.6	20%	13.3	85%	489.5	502.8	518.4
9:00 AM	95%	19.3	60%	1.0	20.3	20%	13.3	80%	460.7	474.0	494.3
10:00 AM	100%	20.3	100%	1.7	22.0	20%	13.3	75%	431.9	445.2	467.2
11:00 AM	100%	20.3	45%	0.7	21.1	20%	13.3	70%	403.1	416.4	437.5
Noon	90%	18.3	15%	0.2	18.5	20%	13.3	65%	374.3	387.6	406.2
1:00 PM	90%	18.3	45%	0.7	19.0	20%	13.3	70%	403.1	416.4	435.5
2:00 PM	100%	20.3	100%	1.7	22.0	20%	13.3	70%	403.1	416.4	438.4
3:00 PM	100%	20.3	45%	0.7	21.1	20%	13.3	70%	403.1	416.4	437.5
4:00 PM	90%	18.3	15%	0.2	18.5	20%	13.3	75%	431.9	445.2	463.8
5:00 PM	50%	10.2	10%	0.2	10.3	40%	26.6	85%	489.5	516.1	526.4
6:00 PM	25%	5.1	5%	0.1	5.2	60%	39.9	90%	518.3	558.2	563.3
7:00 PM	10%	2.0	2%	0.0	2.1	100%	66.5	97%	558.6	625.1	627.1
8:00 PM	7%	1.4	1%	0.0	1.4	100%	66.5	98%	564.4	630.8	632.3
9:00 PM	3%	0.6	0%	0.0	0.6	100%	66.5	99%	570.1	636.6	637.2
10:00 PM	1%	0.2	0%	0.0	0.2	100%	66.5	100%	575.9	642.4	642.6
11:00 PM	0%	0.0	0%	0.0	0.0	80%	53.2	100%	575.9	629.1	629.1
Midnight	0%	0.0	0%	0.0	0.0	50%	33.2	100%	575.9	609.1	609.1
	OFFICE					RESIDENTIAL					
Weekend	Employees Parking		Visitor Parking		Office Total Parking	Visitor Parking		Resident Parking			Zone Total
	Size	6,600	Size	6,600		Size	443	Size	443		
	Units=	0.35	Units=	0.03		Units =	0.15	Units =	1.3	Total	
	Peak Deman %	2.3 veh.	Peak Demand %	0.2 veh.		Peak Demand %	66.5 veh.	Peak Den %	575.9 veh.	Parking	
6:00 AM	0%	0.0	0%	0.0	0.0	0%	0.0	100%	575.9	575.9	575.9
7:00 AM	0%	0.0	0%	0.0	0.0	20%	13.3	90%	518.3	531.6	531.6
8:00 AM	60%	1.4	90%	0.2	1.6	20%	13.3	85%	489.5	502.8	504.4
9:00 AM	100%	2.3	90%	0.2	2.5	20%	13.3	80%	460.7	474.0	476.5
10:00 AM	100%	2.3	100%	0.2	2.5	20%	13.3	75%	431.9	445.2	447.7
11:00 AM	100%	2.3	100%	0.2	2.5	20%	13.3	70%	403.1	416.4	418.9
Noon	100%	2.3	30%	0.1	2.4	20%	13.3	65%	374.3	387.6	390.0
1:00 PM	0%	0.0	0%	0.0	0.0	20%	13.3	70%	403.1	416.4	416.4
2:00 PM	0%	0.0	0%	0.0	0.0	20%	13.3	70%	403.1	416.4	416.4
3:00 PM	0%	0.0	0%	0.0	0.0	20%	13.3	70%	403.1	416.4	416.4
4:00 PM	0%	0.0	0%	0.0	0.0	20%	13.3	75%	431.9	445.2	445.2
5:00 PM	0%	0.0	0%	0.0	0.0	40%	26.6	85%	489.5	516.1	516.1
6:00 PM	0%	0.0	0%	0.0	0.0	60%	39.9	90%	518.3	558.2	558.2
7:00 PM	0%	0.0	0%	0.0	0.0	100%	66.5	97%	558.6	625.1	625.1
8:00 PM	0%	0.0	0%	0.0	0.0	100%	66.5	98%	564.4	630.8	630.8
9:00 PM	0%	0.0	0%	0.0	0.0	100%	66.5	99%	570.1	636.6	636.6
10:00 PM	0%	0.0	0%	0.0	0.0	100%	66.5	100%	575.9	642.4	642.4
11:00 PM	0%	0.0	0%	0.0	0.0	80%	53.2	100%	575.9	629.1	629.1
Midnight	0%	0.0	0%	0.0	0.0	50%	33.2	100%	575.9	609.1	609.1

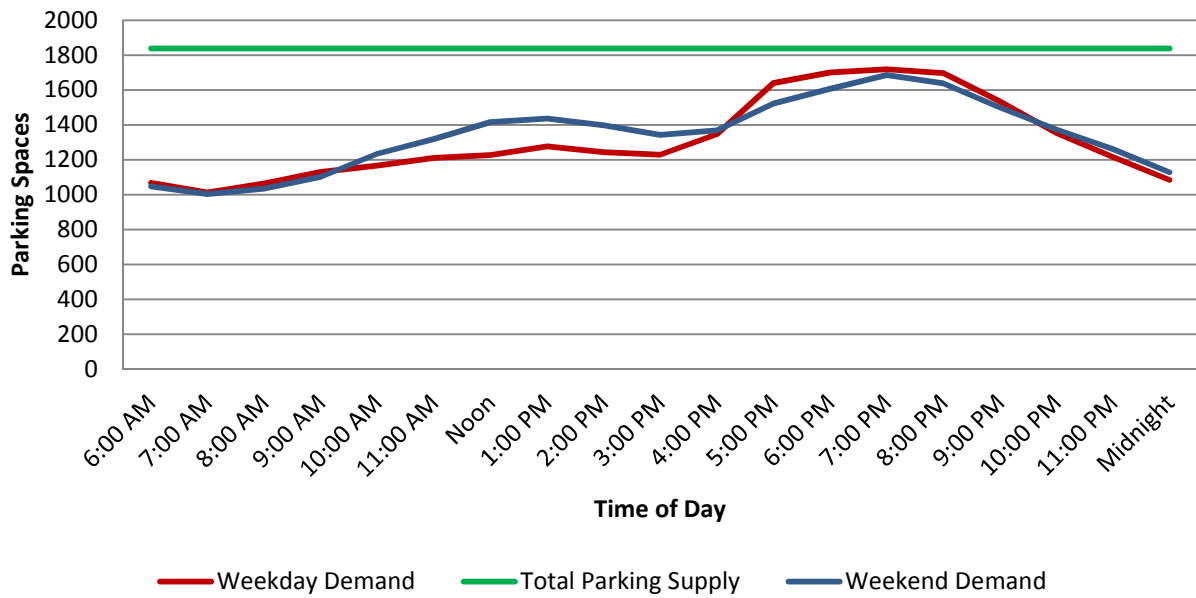
Zone D **Retail/Restaurant/Bank** **Phase 4** Does not include the stand alone retail from Zone A and but does include the contingent square footage))

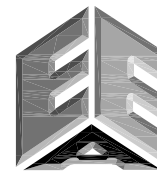
	RETAIL					BANK					RESTAURANT					Zone Total
	Customer Parking		Employee Parking			Customer Parking		Employee Parking			Customer Parking		Employee Parking			
Weekday	Size = Units = Peak Demand %	35,200 2.9 102.1 veh.	Size = Units = Peak Demand %	35,200 0.7 24.6 veh.	Total Parking	Size = Units = Peak Demand %	4,700 2.6 12.2 veh.	Size = Units= Peak Demand %	4,700 1.4 6.6 veh.	Total Parking	Size = Units = Peak Demand %	14,400 9 129.6 veh.	Size = Units= Peak Demand %	14,400 1.6 23.0 veh.	Total Parking	
6:00 AM	1%	1.0	10%	2.5	3.5	0%	0.0	0%	0.0	0.0	13%	16.8	25%	5.8	22.6	26.1
7:00 AM	5%	5.1	15%	3.7	8.8	0%	0.0	0%	0.0	0.0	25%	32.4	48%	11.1	43.5	52.3
8:00 AM	15%	15.3	40%	9.9	25.2	50%	6.1	60%	3.9	10.1	30%	38.9	79%	18.2	57.1	92.3
9:00 AM	35%	35.7	75%	18.5	54.2	90%	11.0	100%	6.6	17.6	38%	49.2	83%	19.1	68.4	140.2
10:00 AM	65%	66.4	85%	20.9	87.3	100%	12.2	100%	6.6	18.8	50%	64.8	95%	21.9	86.7	192.8
11:00 AM	85%	86.8	95%	23.4	110.2	50%	6.1	100%	6.6	12.7	65%	84.2	95%	21.9	106.1	229.0
Noon	95%	97.0	100%	24.6	121.6	50%	6.1	100%	6.6	12.7	88%	114.0	95%	21.9	135.9	270.2
1:00 PM	100%	102.1	100%	24.6	126.7	50%	6.1	100%	6.6	12.7	83%	107.6	95%	21.9	129.5	268.9
2:00 PM	95%	97.0	100%	24.6	121.6	70%	8.6	100%	6.6	15.1	58%	75.2	95%	21.9	97.1	233.8
3:00 PM	90%	91.9	100%	24.6	116.5	50%	6.1	100%	6.6	12.7	43%	55.7	75%	17.3	73.0	202.2
4:00 PM	90%	91.9	100%	24.6	116.5	80%	9.8	100%	6.6	16.4	48%	62.2	75%	17.3	79.5	212.4
5:00 PM	95%	97.0	95%	23.4	120.4	100%	12.2	100%	6.6	18.8	75%	97.2	100%	23.0	120.2	259.4
6:00 PM	95%	97.0	95%	23.4	120.4	0%	0.0	0%	0.0	0.0	87%	112.8	100%	23.0	135.8	256.2
7:00 PM	89%	90.9	89%	21.9	112.8	0%	0.0	0%	0.0	0.0	100%	129.6	100%	23.0	152.6	265.4
8:00 PM	80%	81.7	90%	22.2	103.8	0%	0.0	0%	0.0	0.0	100%	129.6	100%	23.0	152.6	256.5
9:00 PM	50%	51.0	75%	18.5	69.5	0%	0.0	0%	0.0	0.0	80%	103.7	90%	20.7	124.4	193.9
10:00 PM	30%	30.6	40%	9.9	40.5	0%	0.0	0%	0.0	0.0	75%	97.2	83%	19.1	116.3	156.8
11:00 PM	10%	10.2	15%	3.7	13.9	0%	0.0	0%	0.0	0.0	63%	81.6	75%	17.3	98.9	112.8
Midnight	0%	0.0	0%	0.0	0.0	0%	0.0	0%	0.0	0.0	25%	32.4	35%	8.1	40.5	40.5
	RETAIL					BANK					RESTAURANT					Zone Total
	Customer Parking		Employee Parking			Customer Parking		Employee Parking			Customer Parking		Employee Parking			
WEEKEND	Size = Units = Peak Demand %	35,200 3.2 112.6 veh.	Size = Units= Peak Demand %	35,200 0.8 28.2 veh.	Total Parking	Size = Units = Peak Demand %	4,700 2.3 10.8 veh.	Size = Units= Peak Demand %	4,700 1.2 5.6 veh.	Total Parking	Size = Units = Peak Demand %	14,400 12.75 183.6 veh.	Size = Units= Peak Demand %	14,400 2.25 32.4 veh.	Total Parking	
6:00 AM	1%	1.1	10%	2.8	3.9	0%	0.0	0%	0.0	0.0	5%	9.2	25%	8.1	17.3	21.2
7:00 AM	5%	5.6	15%	4.2	9.9	0%	0.0	0%	0.0	0.0	13%	23.9	50%	16.2	40.1	49.9
8:00 AM	10%	11.3	40%	11.3	22.5	25%	2.7	90%	5.1	7.8	23%	42.2	60%	19.4	61.7	92.0
9:00 AM	30%	33.8	75%	21.1	54.9	40%	4.3	100%	5.6	10.0	35%	64.3	75%	24.3	88.6	153.4
10:00 AM	50%	56.3	85%	23.9	80.3	75%	8.1	100%	5.6	13.7	45%	82.6	88%	28.5	111.1	205.1
11:00 AM	65%	73.2	95%	26.8	100.0	100%	10.8	100%	5.6	16.5	53%	97.3	88%	28.5	125.8	242.2
Noon	80%	90.1	100%	28.2	118.3	100%	10.8	100%	5.6	16.5	75%	137.7	88%	28.5	166.2	300.9
1:00 PM	90%	101.4	100%	28.2	129.5	0%	0.0	0%	0.0	0.0	70%	128.5	88%	28.5	157.0	286.6
2:00 PM	100%	112.6	100%	28.2	140.8	0%	0.0	0%	0.0	0.0	55%	101.0	88%	28.5	129.5	270.3
3:00 PM	100%	112.6	100%	28.2	140.8	0%	0.0	0%	0.0	0.0	43%	78.9	75%	24.3	103.2	244.0
4:00 PM	95%	107.0	100%	28.2	135.2	0%	0.0	0%	0.0	0.0	45%	82.6	75%	24.3	106.9	242.1
5:00 PM	90%	101.4	95%	26.8	128.1	0%	0.0	0%	0.0	0.0	60%	110.2	100%	32.4	142.6	270.7
6:00 PM	80%	90.1	85%	23.9	114.0	0%	0.0	0%	0.0	0.0	80%	146.9	100%	32.4	179.3	293.3
7:00 PM	75%	84.5	80%	22.5	107.0	0%	0.0	0%	0.0	0.0	100%	183.6	100%	32.4	216.0	323.0
8:00 PM	65%	73.2	75%	21.1	94.3	0%	0.0	0%	0.0	0.0	100%	183.6	100%	32.4	216.0	310.3
9:00 PM	50%	56.3	65%	18.3	74.6	0%	0.0	0%	0.0	0.0	60%	110.2	90%	29.2	139.3	213.9
10:00 PM	35%	39.4	45%	12.7	52.1	0%	0.0	0%	0.0	0.0	57%	104.7	83%	26.9	131.5	183.6
11:00 PM	15%	16.9	15%	4.2	21.1	0%	0.0	0%	0.0	0.0	53%	97.3	75%	24.3	121.6	142.7
Midnight	0%	0.0	0%	0.0	0.0	0%	0.0	0%	0.0	0.0	30%	55.1	45%	14.6	69.7	69.7

Zone E Retail 13,600 sq. ft. plus contingent of 4,500 sq. ft. = 18,100 sq. ft.

Weekday	Customer Parking		Employee Parking		Retail Parking
	Size	18,100	Size	18,100	
	Units =	2.9	Units =	0.7	
	Peak Demand	52.5	Peak Demand	12.7	
	%	veh.	%	veh.	
6:00 AM	1%	0.5	10%	1.3	1.8
7:00 AM	5%	2.6	15%	1.9	4.5
8:00 AM	15%	7.9	40%	5.1	12.9
9:00 AM	35%	18.4	75%	9.5	27.9
10:00 AM	65%	34.1	85%	10.8	44.9
11:00 AM	85%	44.6	95%	12.0	56.7
Noon	95%	49.9	100%	12.7	62.5
1:00 PM	100%	52.5	100%	12.7	65.2
2:00 PM	95%	49.9	100%	12.7	62.5
3:00 PM	90%	47.2	100%	12.7	59.9
4:00 PM	90%	47.2	100%	12.7	59.9
5:00 PM	95%	49.9	95%	12.0	61.9
6:00 PM	95%	49.9	95%	12.0	61.9
7:00 PM	89%	46.7	89%	11.3	58.0
8:00 PM	80%	42.0	90%	11.4	53.4
9:00 PM	50%	26.2	75%	9.5	35.7
10:00 PM	30%	15.7	40%	5.1	20.8
11:00 PM	10%	5.2	15%	1.9	7.1
Midnight	0%	0.0	0%	0.0	0.0
Weekend	Customer Parking		Employee Parking		Retail Parking
	Size	18,100	Size	18,100	
	Units =	3.2	Units=	0.8	
	Peak Demand	57.9	Peak Demand	14.5	
	%	veh.	%	veh.	
6:00 AM	1%	0.6	10%	1.4	2.0
7:00 AM	5%	2.9	15%	2.2	5.1
8:00 AM	10%	5.8	40%	5.8	11.6
9:00 AM	30%	17.4	75%	10.9	28.2
10:00 AM	50%	29.0	85%	12.3	41.3
11:00 AM	65%	37.6	95%	13.8	51.4
Noon	80%	46.3	100%	14.5	60.8
1:00 PM	90%	52.1	100%	14.5	66.6
2:00 PM	100%	57.9	100%	14.5	72.4
3:00 PM	100%	57.9	100%	14.5	72.4
4:00 PM	95%	55.0	100%	14.5	69.5
5:00 PM	90%	52.1	95%	13.8	65.9
6:00 PM	80%	46.3	85%	12.3	58.6
7:00 PM	75%	43.4	80%	11.6	55.0
8:00 PM	65%	37.6	70%	10.1	47.8
9:00 PM	50%	29.0	65%	9.4	38.4
10:00 PM	35%	20.3	45%	6.5	26.8
11:00 PM	15%	8.7	15%	2.2	10.9
Midnight	0%	0.0	0%	0.0	0.0

Phase 4 Arlington Downs Total Parking Demand



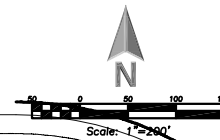


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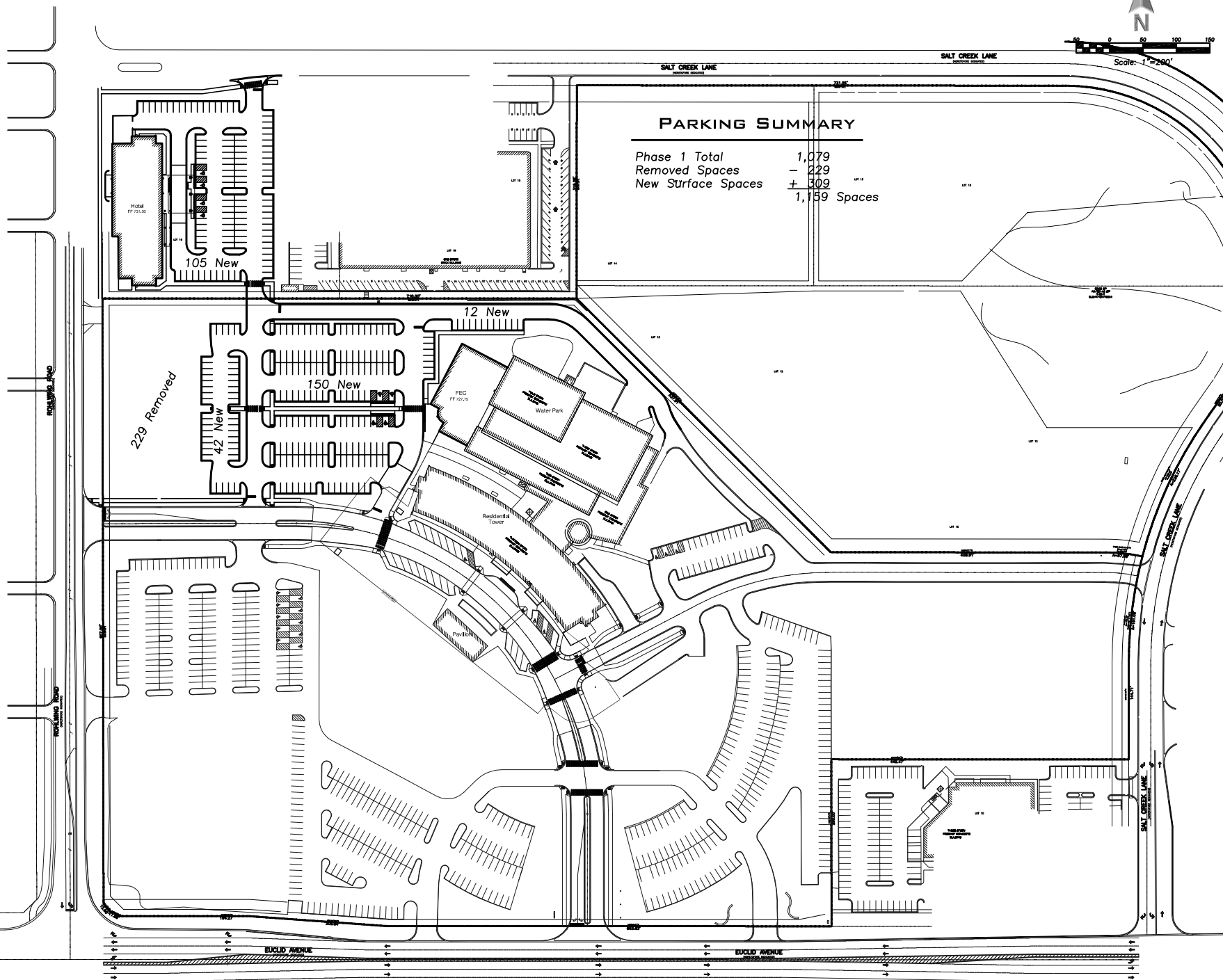
ARLINGTON DOWNS PARKING PHASING PLAN

3400 W Euclid Avenue
Arlington Heights, Illinois



PARKING SUMMARY

Phase 1 Total	1,079
Removed Spaces	- 229
New Surface Spaces	+ 309
	1,159 Spaces



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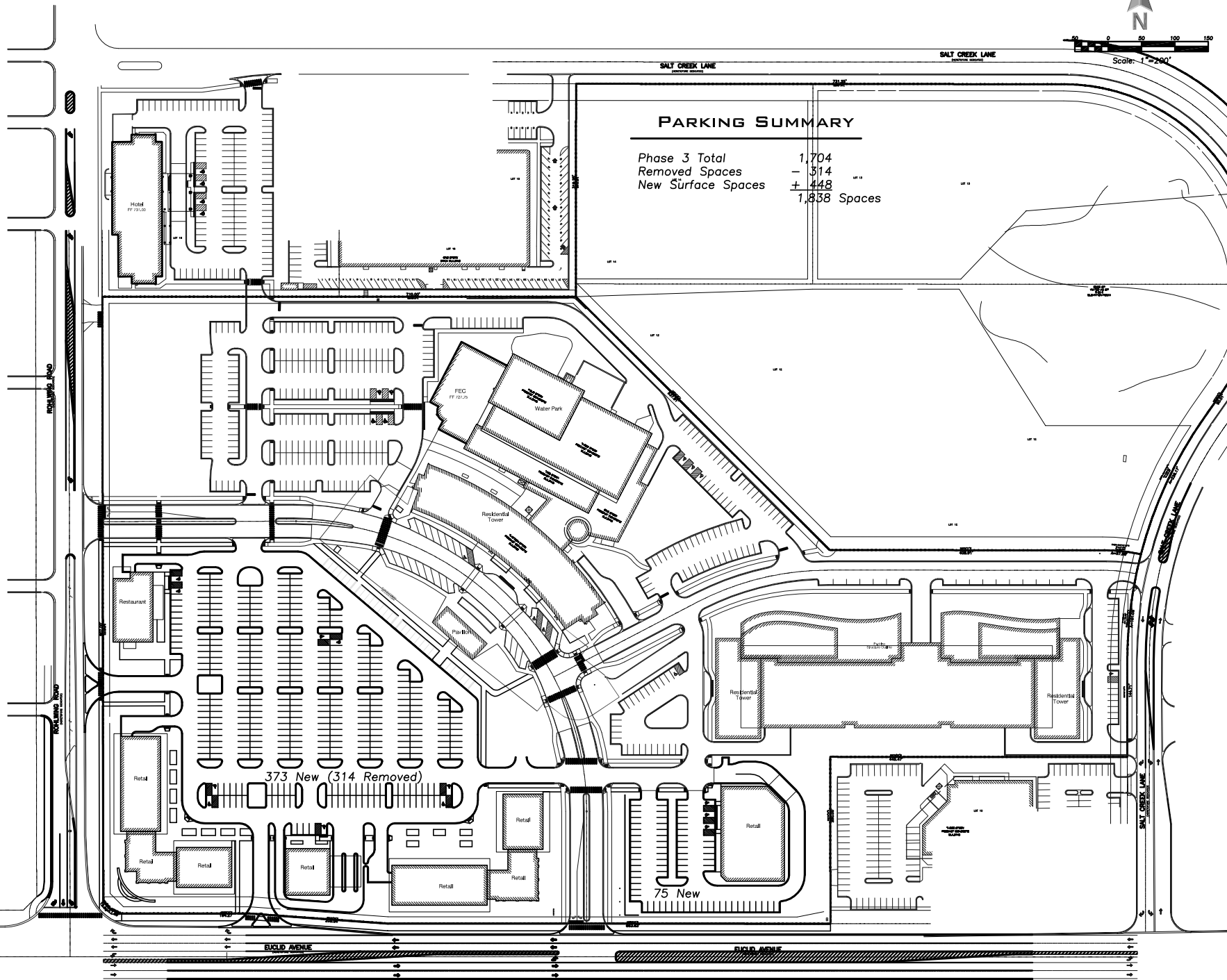
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PARKING SUMMARY

Phase 3 Total	1,704	
Removed Spaces	- 314	
New Surface Spaces	+ 448	
	1,838 Spaces	



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EXPIRES: 04/30/2014

ARLINGTON DOWNS PARKING PHASING PLAN

3400 W Euclid Avenue
Arlington Heights, Illinois

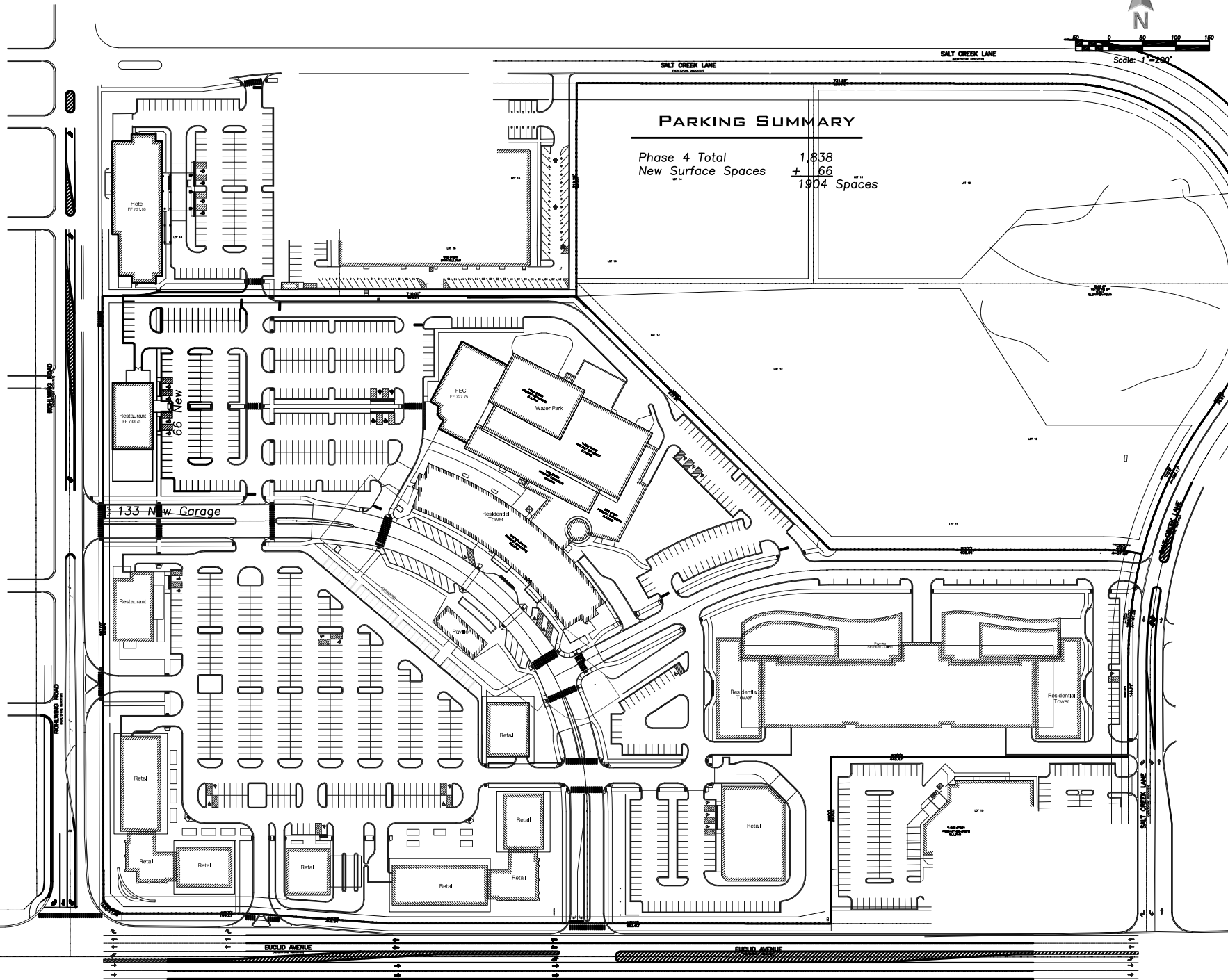
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Design By:	PSD	Date:	02/26/14
Checked By:	SDC	Project No.:	

Sheet Title:

PHASE 4

Sheet No.:



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ARLINGTON DOWNS PARKING PHASING PLAN

3400 W Euclid Avenue
Arlington Heights, Illinois

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Design By:	PSD
Checked By:	SDC
Date:	02/26/14
Project No.:	

Sheet Title:

PHASE 5

Sheet No.:

PLAN COMMISSION PROJECT TIMELINE

Project Name: Arlington Downs
PC Number: 14-005
Location: 3400 W. Euclid Ave
Requested Action:
1. PUD Amendment, Rezoning, Special Use

	Date	# of Business Days
Plat and Sub Committee Meeting	10/09/13	
Awaiting Petitioner PC Application	02/27/14	101 days
Plan Commission Application Submittal Date	02/27/14	
1 st Round Department Comments	03/21/14	16 days
Petitioner's Response to 1 st Round Comments	03/28/14	5 days
2 nd Round Department Comments	04/11/14	10 days
Petitioner's Response to 2 nd Round Comments	04/15/14	4 days
Public Hearing Notification	04/04/14	
Plan Commission Hearing	04/23/14	44 days from application date
Village Board	05/05/14	8 days

Note:
Legal notice; State Statue requires 15 to 30 days notice.



Item: Windsor Woods Condominiums - 2626 N. Windsor Dr. - DC14-023

Department: Planning & Community Development

BACKGROUND

1. A variation from Chapter 30, Section 30-203g, to allow a total of three (3) development identification ground signs, where only two (2) are allowed.
2. A variation from Chapter 30, Section 30-203g, to allow a development identification ground sign to be located at the corner of the site, where signs are only allowed to be located at the points of ingress to the development from the adjacent streets.
3. A variation from Chapter 30, Section 30-203g, to allow a 40 sf ground sign, where only 25 sf is allowed.
4. A variation from Chapter 30, Section 30-203g, to allow a 36 sf ground sign, where only 25 sf is allowed.
5. A variation from Chapter 30, Section 30-302a, to allow three (3) ground signs with separation distances of 275 feet and 575 feet, where 800 feet of separation is required between ground signs.

RECOMMENDATION

Commissioner Fitzgerald moved and Commissioner Fasolo seconded:

A motion to recommend approval to the Village Board of Trustees for the sign variation requests for Windsor Woods Condominiums located at 2626 N. Windsor Drive. This recommendation is subject to compliance with plans received 3/25/14, 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. A variation from Chapter 30, Section 203g, to allow a total of three (3) development signs, where only two (2) are allowed.
2. A variation from Chapter 30, Section 203g, to allow a development identification ground sign to be located at the corner of the site, where signs are only allowed to be located at the points of ingress to the development from the adjacent streets.

3. A variation from Chapter 30, Section 30-203g, to allow a 40 SF ground sign, where only 25 SF is allowed.
4. A variation from Chapter 30, Section 203g, to allow a 36 SF ground sign, where only 25 SF is allowed.
5. A variation from Chapter 30, Section 30-302a, to allow three (3) ground signs with separation distances of 275 feet and 575 feet, where 800 feet of separation is required between signs.
6. 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/homeowner/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.
7. The petitioner shall comply with all federal, state and village codes, regulations, and policies.

Roll Call Vote: Commissioner Fitzgerald, Fasolo, Chairman Bombick and Acting Chair Eckhardt voted in favor. The motion carried.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
Design Commission Report	Report
DC Minutes	Minutes
Hardship Letter	Correspondence
Site Plan	Exhibits
Proposed sign	Exhibits
Photos of Existing Signs	Exhibits
Photos of Surrounding Properties	Exhibits
DC Timeline Tracker	Correspondence

STAFF DESIGN COMMISSION REPORT

PROJECT INFORMATION:

Project Name: Windsor Woods Condominiums
Project Address: 2626 N. Windsor Dr.
Prepared By: Steve Hautzinger

Date Prepared: April 16, 2014

PETITIONER INFORMATION:

DC Number: 14-023
Petitioner Name: Nick Prager
Petitioner Address: 2618 N. Windsor Dr. #203
Arlington Heights, IL 60004
Meeting Date: April 22, 2014

Requested Action:

1. A variation from Chapter 30, section 30-203g to allow a total of three (3) development identification ground signs, where only two (2) are allowed.
2. A variation from Chapter 30, section 30-203g to allow a development identification ground sign to be located at the corner of the site, where signs are only allowed to be located at the points of ingress to the development from the adjacent streets.
3. A variation from Chapter 30, section 30-203g to allow a 40 sf ground sign, where only 25 sf is allowed.
4. A variation from Chapter 30, section 30-203g to allow a 36 sf ground sign, where only 25 sf is allowed.
5. A variation from Chapter 30, section 30-302a, to allow three (3) ground signs with separation distances of 275 feet and 575 feet, where 800 feet of separation is required between ground signs.

ANALYSIS:

Summary

The subject design is being forwarded to the Design Commission for review pursuant to Chapter 6 of the Municipal Code, specifically Section 6-501 (e)(1), which states that the Design Commission "shall review all Plan Commission, Zoning Board of Appeals, Building Permit and Sign Permit applications for new construction...to determine whether it meets with the standards, requirements and purposes of the Design Guidelines and Chapter 30, Sign Code."

The petitioner is proposing to install a new ground sign at the corner of Windsor Drive and Hintz Road for the existing Windsor Woods Condominium development. Windsor Woods is a 6 building, 192 dwelling unit development which was approved as a Planned Unit Development in 1969 and has a site area of roughly 13 acres. The petitioner is seeking approval of a new ground sign at the corner to increase the visibility and enhance the appearance of the property in order to attract new residents.

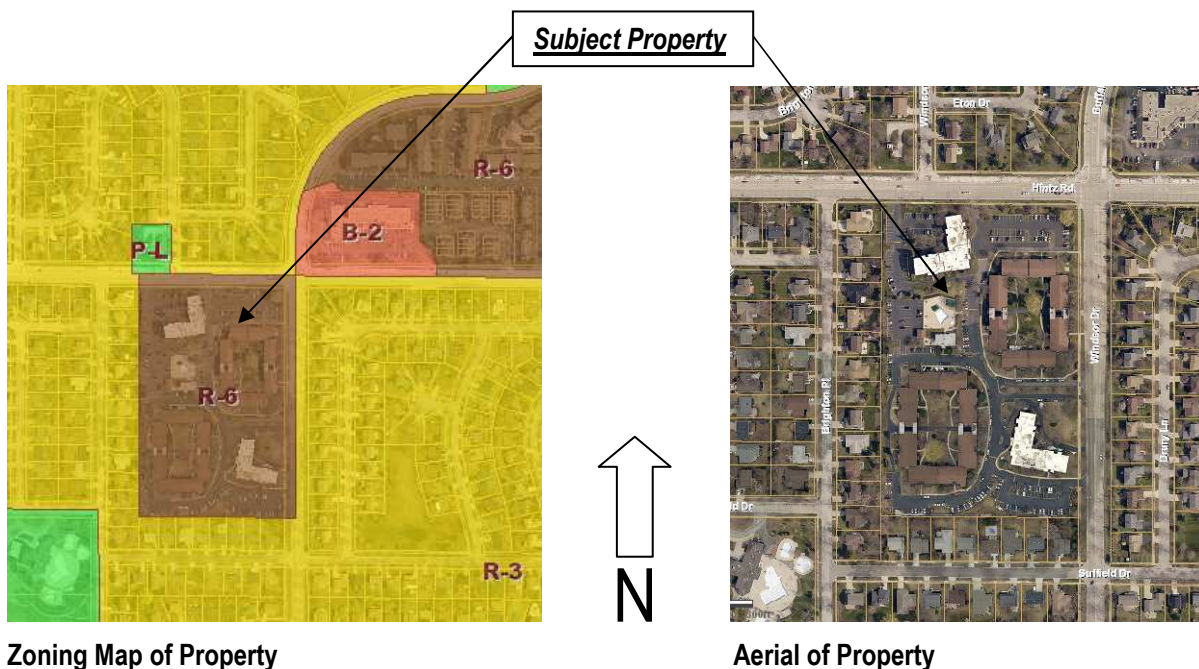


Table 1: Surrounding Land Uses:

Direction	Existing Zoning	Existing Use
North / Northeast	R-3, One Family Dwelling District B-2, General Business District	Single-Family Residences Multi-Tenant Retail
South	R-3, One Family Dwelling District	Single-Family Residences
East	R-3, One Family Dwelling District	Single-Family Residences
West	R-3, One Family Dwelling District	Single-Family Residences

In addition to the proposed ground sign, there are two other existing ground signs located at the driveway entrances along Windsor Drive and Hintz Road. The two existing signs were reportedly installed between 1978 and 1980. The property is zoned R-6 and the two existing ground signs do comply with the residential sign code requirements, with the exception that the 36 sf sign along Windsor Drive exceeds the allowable 25 sf size limit. A variation is required for the size of the existing ground sign. Variations for the proposed new ground sign are required for size, quantity, location, and separation distance. Refer to Table 2 below for a summary of the ground signs.

Table 2: Ground Sign Summary:

Ground Sign	Frontage (allowed at point of ingress per street frontage)	Height Allowed	Height Proposed	Size Allowed	Size Proposed	Separation Required	Separation Proposed	Remarks
"Windsor Woods Condominiums"	Intersection of Windsor Drive and Hintz Road	6'	5'	25 sf	40 sf	800'	275' 575'	Variation required for separation. Variation required for size.
Existing "Windsor Woods"	North / Hintz Rd.	6'	5'	25 sf	17 sf	800'	275'	Variation required for separation.
Existing "Windsor Woods"	East / Windsor Dr.	6'	5'	25 sf	36 sf	800'	575'	Variation required for separation. Variation required for size.

Similar Ground Sign Variations:

Staff has evaluated signage for similar size apartment communities in the Village and there have been some variations granted for increased height and square footage. For example Waterford Place Apartments was approved for a sign variation in 1995 for a V-shaped sign at 43 square feet with a 5 foot height. Waterford Place has a second sign at 24 square feet with a 6 foot height at their north entrance that meets code. Arbor Lakes on Bloomington Avenue was approved for a sign variation to allow for a 78.7 sf sign at 10 feet, in addition to two other 32 square foot signs at 6 foot height. Stonebridge

Village on Rand Road was approved for a 33 square foot sign at 10 foot height along with two additional signs that are meeting code. Brook Run Apartments was also approved for a variation in 1987 to allow for a 198.74 square foot sign. Currently at Brook Run Apartments are 2 signs at 45 square feet per face. Other communities in the Village are meeting code, such as Tanglewood Apartments, The Mansions and Linden Place.

Sign Variation Criteria:

The Village Sign Code, Chapter 30, Section 30-901 sets out the criteria for granting a sign variation.

- a. *That the particular difficulty or peculiar hardship is not self-created by the Petitioner.*
- b. *That the granting of said variation will not create a traffic hazard, a depreciation of nearby property values or otherwise be detrimental to the public health, safety, morals and welfare;*
- c. *That the variation will serve to relieve the Petitioner from a difficulty attributable to the location, topography, circumstances on nearby properties or other peculiar hardship, and will not merely serve to provide the Petitioner with a competitive advantage over similar businesses;*
- d. *That the variation will not alter the essential character of the locality;*
- e. *That the Petitioner's business cannot reasonably function under the standards of this chapter.*

The petitioner has submitted a letter addressing the hardship criteria, with highlights as follows:

- a. The ability to attract new residents.
- b. The proposed ground sign will be located outside of the 12' visibility triangle so it will not create a traffic hazard.
- c. The proposed sign will not provide a competitive advantage over similar businesses since other apartment communities have similar amounts of signage.
- d. The proposed sign will not alter the character of the locality since it matches the existing signs and has a nice appearance.

Staff does not object to the proposed sign variation. Staff did receive one objection from a Windsor Woods resident, which is attached.

RECOMMENDATION

It is recommended that the Design Commission **evaluate** the requested sign variations for the *Windsor Woods Condominiums* located at 2626 N. Windsor Drive. This recommendation is subject to compliance with the plans received 3/25/14, Federal, State, and Village Codes, regulations, and policies, the issuance of all required permits, and resolution of 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, 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 architect/homeowner/builder's responsibility to comply with the Design Commission approval and ensure that building permit plans comply with all zoning code, building permit and signage requirements.

Steve Hautzinger, Design Planner
Department of Planning & Community Development

c: William C. Dixon, Village Manager, Charles Witherington-Perkins, Director of Planning and Community Development, James McCalister, Director of Building & Health Services, Petitioner, DC File 14-023

DRAFT

MINUTES OF
THE VILLAGE OF ARLINGTON HEIGHTS
DESIGN COMMISSION MEETING
HELD AT THE ARLINGTON HEIGHTS MUNICIPAL BUILDING
33 S. ARLINGTON HEIGHTS RD.
APRIL 22, 2014

Acting Chair Eckhardt called the meeting to order at 6:30 p.m.

Members Present: Ted Eckhardt, Acting Chair
Alan Bombick
John Fitzgerald
Anthony Fasolo

Members Absent: None

Also Present: Keith Neumann, Greenscape Homes for 913 N. Beverly Ln.
Gina Lenzo, 909 N. Beverly Ln. for 913 N. Beverly Ln.
Nick Prager, Landmark Visibility Solutions for Windsor Woods Condos
Jim Platt, Arlington Heights Chamber of Commerce for Downtown Signage
John Ridler, Arlington Heights Chamber of Commerce for Downtown Signage
Michael Mertes, Business Development Coordinator
Steve Hautzinger, Staff Liaison

REVIEW OF MEETING MINUTES FROM APRIL 8, 2014

A MOTION WAS MADE BY COMMISSIONER FITZGERALD, SECONDED BY COMMISSIONER FASOLO, TO APPROVE THE MEETING MINUTES OF APRIL 8, 2014. ALL WERE IN FAVOR. THE MOTION CARRIED.

ITEM 3. SIGN VARIATION REVIEWDC#14-023 – Windsor Woods Condominiums / 2626 N. Windsor Dr.

Mr. Nick Prager, representing *Landmark Visibility Solutions*, was present on behalf of the project.

Mr. Hautzinger presented Staff comments. The petitioner is seeking a variation to allow a new ground sign at the corner of Windsor Drive and Hintz Road that will serve the existing Windsor Woods Condominiums development. The new ground sign is intended to increase visibility of the property and enhance the appearance of the property in order to attract new residents. In addition to the proposed new ground sign, there are two other existing ground signs located at the driveway entrances along Windsor Drive and Hintz Road. The two existing signs were reportedly installed between 1978 and 1980. The property is zoned R-6 and the two existing ground signs do comply with the residential sign code requirements, with the exception that the 36 sf sign along Windsor Drive exceeds the allowable 25 sf size limit; therefore, a variation is required for the size of the existing ground sign. Variations for the proposed new ground sign are required for size, quantity, location, and separation distance. Table 2 in the Staff Report outlines the requirements for the ground signs.

The petitioner submitted a letter addressing the hardship criteria, which states the following:

- The ability to attract new residents.
- The proposed ground sign will be located outside the 12' visibility triangle so it will not create a traffic hazard.
- The proposed ground sign will not provide a competitive advantage over similar businesses since other apartment communities have similar amounts of signage.
- The proposed ground sign will not alter the character of the locality since it matches the existing signs and has a nice appearance.

Staff evaluated similar ground sign variations for similar size apartment communities in the Village and determined that some variations have been granted for increased height and square footage, with a list of examples included in the Staff report. Staff does not object to the proposed sign variation request; however, an objection from a resident was received by Staff and included in the Staff report. Staff is recommending the commissioners evaluate the requested sign variations.

Mr. Prager reiterated that the sign variation request is consistent with many apartment communities in the Village, especially on a corner site such as this.

Commissioner Bombick felt the sign was nicely designed and he had no real objection to it; however, he questioned whether a larger sign was needed to find the development that has been there for 40 years. Mr. Prager replied that they want to give the entire development a facelift in order to attract new residents, as well as brighten things up. Commissioner Bombick felt the complex had a lot of architectural integrity and a good quality of landscaping and maintenance, and if the petitioner needed to increase visibility with an additional ground sign, he was not opposed to it.

Commissioner Fasolo had no objection to the sizes of the two existing ground signs. He pointed out that the new ground sign would be somewhat blocked by the existing electrical box at the corner. Mr. Prager explained that the new ground sign would actually be located within the existing landscaping bed located

further back than what is shown in the photo they submitted. Commissioner Fasolo had no objection to the design and size of the new ground sign, although he questioned how many other complexes such as this received a variation to increase the amount of ground signs to three. Mr. Prager replied that other complexes received the same variation; to allow a ground sign at the each entrance, and a ground sign at the corner. Mr. Hautzinger commented that variations have been previously issued for both size and quantity for similar large communities, although this was not detailed in the Staff report. For that reason, Commissioner Fasolo said he was in favor of allowing a third ground sign, as well as the design and size of the sign.

Commissioner Fitzgerald asked for clarification regarding the 60" overall height from grade for the ground sign; whether this was from the inside of the 12-inch wall around the sign or from the outside of the wall. Mr. Prager believed the 60" would be from the outside of the wall around the sign. Commissioner Fitzgerald also asked about the color of the brick base that appeared yellow in the photo submitted. Mr. Prager replied that the brick color has not yet been chosen, although it would be a color similar to the brick currently used on the property. Commissioner Fitzgerald was okay with the new ground sign.

Acting Chair Eckhardt asked if the Board of Directors for the complex have authorized, voted and approved the proposed new ground sign, and Mr. Prager said yes. Acting Chair Eckhardt felt the 'front door' of the complex should look new and fresh and he commended the petitioner for updating the development, which is significant and means a lot to the community.

Acting Chair Eckhardt asked if there was any public comment and there was no response from the audience.

A MOTION WAS MADE BY COMMISSIONER FITZGERALD, SECONDED BY COMMISSIONER FASOLO, TO RECOMMEND APPROVAL TO THE VILLAGE BOARD OF TRUSTEES FOR THE SIGN VARIATION REQUESTS FOR THE *WINDSOR WOODS CONDOMINIUMS* LOCATED AT 2626 N. WINDSOR DRIVE. THIS RECOMMENDATION IS SUBJECT TO COMPLIANCE WITH PLANS RECEIVED 3/25/14, 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. A VARIATION FROM CHAPTER 30, SECTION 203g, TO ALLOW A TOTAL OF THREE (3) DEVELOPMENT SIGNS, WHERE ONLY TWO (2) ARE ALLOWED.
2. A VARIATION FROM CHAPTER 30, SECTION 30-203g, TO ALLOW A DEVELOPMENT IDENTIFICATION GROUND SIGN TO BE LOCATED AT THE CORNER OF THE SITE, WHERE SIGNS ARE ONLY ALLOWED TO BE LOCATED AT THE POINTS OF INGRESS TO THE DEVELOPMENT FROM THE ADJACENT STREETS.
3. A VARIATION FROM CHAPTER 30, SECTION 30-203g, TO ALLOW A 40 SF GROUND SIGN, WHERE ONLY 25 SF IS ALLOWED.
4. A VARIATION FROM CHAPTER 30, SECTION 203g, TO ALLOW A 36 SF GROUND SIGN, WHERE ONLY 25 SF IS ALLOWED.
5. A VARIATION FROM CHAPTER 30, SECTION 30-302a, TO ALLOW THREE (3) GROUND SIGNS WITH SEPARATION DISTANCES OF 275 FEET AND 575 FEET, WHERE 800 FEET OF SEPARATION IS REQUIRED BETWEEN SIGNS.
6. 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/HOMEOWNER/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.

7. THE PETITIONER SHALL COMPLY WITH ALL FEDERAL, STATE AND VILLAGE CODES, REGULATIONS, AND POLICIES.

Commissioner Bombick asked how to interpret the letter of opposition from a resident. Acting Chair Eckhardt reiterated that the Board of Directors/Homeowners Association voted to approve the proposed new sign. It was noted that the resident was against the new sign because of where the funds are going, not the sign itself.

FITZGERALD, AYE; FASOLO, AYE; BOMBICK, AYE; ECKHARDT, AYE.
ALL WERE IN FAVOR. THE MOTION CARRIED.

Hardship Request

The hardship faced by the Windsor Woods Condominiums is its ability to attract would-be tenants and fill occupancy. The complex is trying to fully transition to condominiums and not rental units, and hopes to exude that image by investing in the property's appearance. This sign will elevate interest in the property as well as promote Windsor Woods' identity. Adding this sign to the corner of Windsor Dr. and Hintz Rd. would greatly improve visibility. By investing in the property, Windsor Woods hopes to improve the complex's overall appearance and grow its occupancy. Granting the variation for the Windsor Woods monument sign will not create a traffic hazard, as it is well outside the 12' visibility triangle. The proposed sign will not depreciate nearby property values, in fact quite the contrary. The sign being proposed is beautifully designed and handcrafted, as well as accompanied by decorative landscaping. It will have an elevating affect on the complex' property values as well as those in nearby properties. The Windsor Woods Condominiums is a unique development with no similar developments nearby, so the sign will not allow for a competitive advantage. This sign will not alter the essential character of the locality. It matches the image of the development as well as matches the existing signs on the property. The addition of this sign would greatly help the vacancy and overall image of the complex. The sign is decorative in nature, and will serve the complex's goal of beautification. This investment will in turn drive more people to the complex and fill vacancies.

List of Materials

Nick Prager

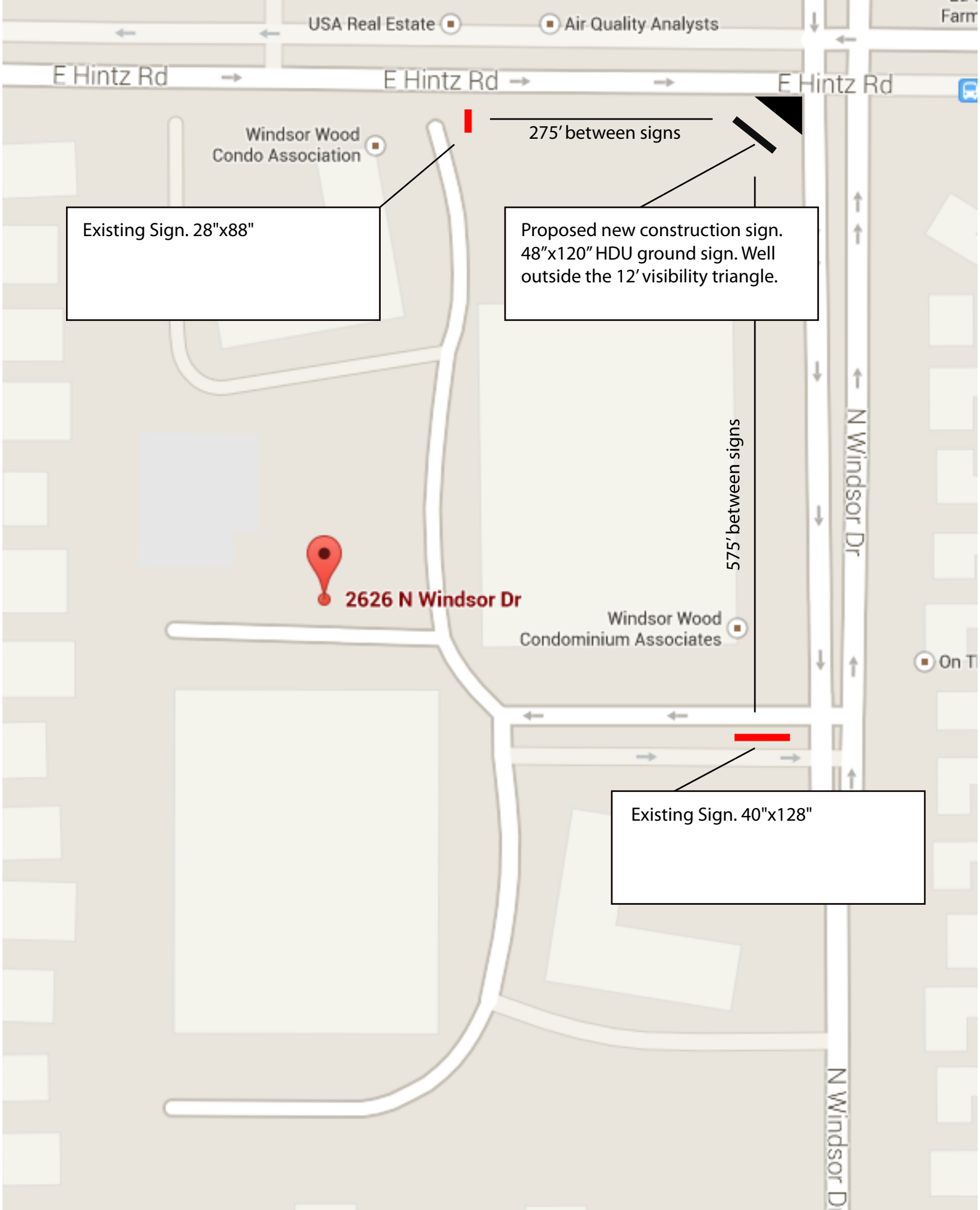
2/27/2014

Windsor Woods Post and Panel Sign

2626 N. Windsor Dr.

Condominium Ground Sign

Sandblasted HDU wood composite sign with full color painted mural. The posts will also be painted to match the sign.



USA Real Estate

Air Quality Analysts

Farm

E Hintz Rd

E Hintz Rd

E Hintz Rd

Windsor Wood
Condo Association

275' between signs

Existing Sign. 28"x88"

Proposed new construction sign.
48"x120" HDU ground sign. Well
outside the 12' visibility triangle.



2626 N Windsor Dr

Windsor Wood
Condominium Associates

575' between signs

N Windsor Dr

On T

Existing Sign. 40"x128"

N Windsor D

DESIGN COMMISSION PROJECT TIMELINE

Project Name: Windsor Woods Condominiums
DC Number: DC14-023
Location: 2626 N. Windsor Drive
Requested Action: Sign Variation

	Date	# of Business Days
Preliminary Review	2/13/14	
Awaiting Petitioner DC Submittal	3/25/14	28
DC Application Submittal Date	3/25/14	
DC Meeting	4/22/14	20
Village Board Meeting	5/5/14	9

Notification Requirements:

- Sign Posting, not less than 15 days prior to the date of the Design Commission meeting.
- Written Notice, not less than 7 days and not more than 30 days prior to the date of the Design Commission meeting.



Item: Sign Code Modifications - Chapter 30 Text Amendments - Downtown Signage - DC14-017

Department: Planning & Community Development

BACKGROUND

In September 2013, a downtown signage roundtable discussion was held with downtown businesses and representatives from the Chamber of Commerce, and Village Staff. The meeting was held to discuss a signage code enforcement event in the downtown regarding non-compliant signage and attention getting devices such as sandwich board signs, hanging signs, and sidewalk displays. In response to feedback from the meeting, "Guidelines for Downtown Sidewalk Displays" was created and issued by the Village in October 2013. The Guidelines for Downtown Sidewalk Displays allow businesses the ability to create appealing outdoor displays with items such as merchandise, landscape planters, decorative items, sculptures, and art.

In regards to sandwich board and hanging signs, the Village hosted a follow up meeting in February 2014 with downtown businesses and representatives from the Chamber of Commerce, Design Commission, and Village Staff to present the Planning and Community Development Staff's assessment of these types of signage in the downtown, and to gain additional feedback from the downtown businesses. The meeting was productive and insightful. In general, businesses agreed with Staff's assessment of good and bad sign options. Conclusions from the meeting were as follows:

1. Businesses want signage options that are perpendicular to the storefront to capture attention of pedestrians and cars passing by.
2. Businesses unanimously support allowing tastefully designed sandwich board signs in the downtown.
3. Some businesses expressed the need for removable hanging signs, such as colorful "OPEN" flags in lieu of a sandwich board sign. It was felt that removable hanging signs could add more color and liveliness to the streetscape.

RECOMMENDATION

Commissioner Bombick moved and Commissioner Fasolo seconded:

A motion to recommend approval to the Village Board of Trustees for sign code revisions to Chapter 30 Text Amendments, per the Staff report dated 4-8-14 and 4-22-14.

Roll Call Vote: Commissioner Bombick, Fasolo, Fitzgerald, and Acting Chair Eckhardt voted in favor. Motion carried.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
Staff Report 4-22-14	Report
DC Minutes 4-22-14 DRAFT	Minutes
Staff Report 4-08-14	Report
DC Minutes 4-08-14	Minutes
Proposed Chapter 30 Text Amendments	Exhibits

DOWNTOWN SIGNAGE

DC 14-017 | April 8, 2014

RE-REVIEW April 22, 2014

R E P O R T

- A. Background
- B. Possible Options
- C. Conclusions
- D. Recommendations

ATTACHMENTS

Proposed Chapter 30 Text Amendments, dated April 8, 2014 and April 22, 2014

DOWNTOWN SIGNAGE

DC 14-017 | April 8, 2014

A. BACKGROUND:

In September 2013, a downtown signage roundtable discussion was held with downtown businesses and representatives from the Chamber of Commerce, and Village Staff. The meeting was held to discuss a signage code enforcement event in the downtown regarding non-compliant signage and attention getting devices such as sandwich board signs, hanging signs, and sidewalk displays. In response to feedback from the meeting, "Guidelines for Downtown Sidewalk Displays" was created and issued by the Village in October 2013. The Guidelines for Downtown Sidewalk Displays allow businesses the ability to create appealing outdoor displays with items such as merchandise, landscape planters, decorative items, sculptures, and art (refer to the attached copy, "Guidelines for Downtown Sidewalk Displays" dated September 2013).

In regards to sandwich board and hanging signs, the Village hosted a follow up meeting in February 2014 with downtown businesses and representatives from the Chamber of Commerce, Design Commission, and Village Staff to present the Planning and Community Development Staff's assessment of these types of signage in the downtown, and to gain additional feedback from the downtown businesses. The meeting was productive and insightful (refer to the attached copy of the presentation, "Downtown Signage Discussion" dated February 13, 2014). In general, businesses agreed with Staff's assessment of good and bad sign options. Conclusions from the meeting were as follows:

1. Businesses want signage options that are perpendicular to the storefront to capture attention of pedestrians and cars passing by.
2. Businesses unanimously support allowing tastefully designed sandwich board signs in the downtown.
3. Some businesses expressed the need for removable hanging signs, such as colorful "OPEN" flags in lieu of a sandwich board sign. It was felt that removable hanging signs could add more color and liveliness to the streetscape (refer to Images 1-3 below).



Image 1.



Image 2.



Image 3.

B. POSSIBLE OPTIONS:

Based on feedback from the meeting and staff research, we offer the following options for possible revisions to the Sign Code.

OPTION 1: Make no change to current code.

Sandwich board and hanging signs would continue to not be allowed.

OPTION 2: Modify the Sign Code to allow Sandwich Board and Hanging Signs in the Downtown.

Modify the sign code to allow sandwich board signs and removable hanging signs. Also, increase the size of blade signs currently allowed, and clarify the attachment of blade signs to allow hanging from building overhangs and awnings. A Sign Permit Application and a Design Commission Application for Downtown Signage would be required for each sign. This is consistent with the required approvals for all current downtown signage. Please note that the majority of Design Commission Applications for Downtown Signage are administratively approved by the Planning and Community Development Staff.

Proposed Chapter 30 Text Amendments:

Section 30-101 Definitions:

Add definitions for Sandwich Board Signs, **Sculptural Sandwich Board Signs**, and Removable Hanging Signs (refer to the attached guidelines for proposed definition).

Section 30-201.h. Downtown (B-5) District Sign Requirements:

- Section 6. Amend Blade Sign Requirements (refer to the attached Downtown Blade Sign Guidelines dated 4-8-14 for proposed revisions).
- Section 9. Add the following, Each business shall be allowed only one of the following two types of signs:
 - e) Sandwich Board Sign
 - f) Removable Hanging Sign
- Section 12. Add new Sandwich Board Sign section (refer to the attached Downtown Sandwich Board Guidelines and Diagram dated **4-22-14**).
- Section 13. Add new Removable Hanging Sign section (refer to the attached Downtown Removable Hanging Sign Guidelines and Diagram dated 4-8-14). Please note that there has been some concern expressed by a Village Department regarding safety of allowing fabric flags at 4' above a pedestrian path during high winds.

C. CONCLUSIONS:

As with any code amendment, the Village will need to monitor the outcome for any unforeseen issues. If undesirable issues were to arise, then recommendations will be made to correct the issues.

D. RECOMMENDATIONS:

It is recommended that the Design Commission recommend approval to the Village Board for sign code revisions as follows:

1. Modify the current code as outlined in Option 2.

DRAFT

MINUTES OF
THE VILLAGE OF ARLINGTON HEIGHTS
DESIGN COMMISSION MEETING
HELD AT THE ARLINGTON HEIGHTS MUNICIPAL BUILDING
33 S. ARLINGTON HEIGHTS RD.
APRIL 22, 2014

Acting Chair Eckhardt called the meeting to order at 6:30 p.m.

Members Present: Ted Eckhardt, Acting Chair
Alan Bombick
John Fitzgerald
Anthony Fasolo

Members Absent: None

Also Present: Keith Neumann, Greenscape Homes for 913 N. Beverly Ln.
Gina Lenzo, 909 N. Beverly Ln. for 913 N. Beverly Ln.
Nick Prager, Landmark Visibility Solutions for Windsor Woods Condos
Jim Platt, Arlington Heights Chamber of Commerce for Downtown Signage
John Ridler, Arlington Heights Chamber of Commerce for Downtown Signage
Michael Mertes, Business Development Coordinator
Steve Hautzinger, Staff Liaison

REVIEW OF MEETING MINUTES FROM APRIL 8, 2014

A MOTION WAS MADE BY COMMISSIONER FITZGERALD, SECONDED BY COMMISSIONER FASOLO, TO APPROVE THE MEETING MINUTES OF APRIL 8, 2014. ALL WERE IN FAVOR. THE MOTION CARRIED.

ITEM 3. SIGN CODE MODIFICATIONS RE-REVIEW

DC#14-017 – Downtown Signage

Mr. Steve Hautzinger and Mr. Michael Mertes were present on behalf of the revisions to the text amendments to Chapter 30, Downtown signage.

Mr. Hautzinger stated that the motion from the last review on April 8th directed Staff to make revisions to the sandwich board guidelines based on feedback from the Design Commission. No comments were made regarding revisions for the blade signs or removable hanging signs.

Mr. Hautzinger reviewed the revisions for Downtown Sandwich Board Signs as follows:

Section 30-101 - Definitions:

- Omit 'or of an inverted 'T' shape weighted bottom'.
- Add the following: Sandwich Board Sign Sculptural. A sign set on the ground (without attachment to the ground) that is sculptural in form, such as a human figure, sculpture art, or other object, and contains an integral sign panel on one or two sides. Sculptural sandwich board signs are permitted in the B-5 zoning district only.

Section 30-201.h.12 – Sandwich Board Signs / Sculptural Sandwich Board Signs.

- a. Number: Each business shall be permitted one sandwich board sign per street frontage or per entry.
- b. Size:
 - iii. Sculptural sandwich board signs shall not exceed 6-feet in height or 3-feet in width. The signage area shall not exceed 27" wide, 42" tall, and 6 square feet on each face of the sign. Design Commission review is required for all sculptural sandwich board signs.
- c. Location:
 - ii. Omit this item.
- d. Message:
 - iii. Handwritten messages are allowed if in a neat and legible manner on a dark color background.
- e. Construction:
 - i. Sandwich board signs must be free standing and constructed of wood or metal or similar appropriate material as approved by Village Staff.
 - ii. Pre-engineered plastic sandwich board signs are discouraged.

Staff is recommending the Design Commission recommend approval to the Village Board of the proposed text amendments.

Acting Chair Eckhardt asked if there was any public comment on the project and someone in the audience stated that the proposed revisions read well and will be a good amendment.

Commissioner Bombick asked for clarification about a sculptural sandwich board sign; if it is a sculptural figure or image only with no sign on it. When is it a brand identity sign and when is it a piece of art. Mr. Hautzinger replied that a sculpture without signage would not be considered a sculptural sandwich board sign and would fall under the 'Guidelines for Downtown Sidewalk Displays' that were recently issued by the Village. Once a sculptural includes printed matter, it would be considered a sculptural sandwich board sign that must be approved by the Design Commission. He added that as with any code amendment, the Village will need to monitor the outcome for any unforeseen issues. If undesirable issues were to arise, then recommendations will be made to correct the issues. The commissioners did not want to discourage businesses from putting up a sculptural type sign. The commissioners had no further comments. They thanked Staff for the research and work done to create the revisions to the text amendments for Downtown signage.

A MOTION WAS MADE BY COMMISSIONER BOMBICK, SECONDED BY COMMISSIONER FASOLO, TO RECOMMEND APPROVAL TO THE VILLAGE BOARD OF TRUSTEES FOR SIGN CODE REVISIONS TO CHAPTER 30 TEXT AMENDMENTS, PER THE STAFF REPORT DATED 4/08/14 AND 4/22/14.

FITZGERALD, AYE; ECKHARDT, AYE; FASOLO, AYE; BOMBICK, AYE.
ALL WERE IN FAVOR. THE MOTION CARRIED.

DOWNTOWN SIGNAGE

DC 14-017 | April 8, 2014

REPORT

- A. Background**
- B. Possible Options**
- C. Conclusions**
- D. Recommendations**

ATTACHMENTS

Proposed Chapter 30 Text Amendments, dated April 8, 2014
Guidelines for Downtown Sidewalk Displays, dated September 2013
Downtown Signage Discussion, dated February 13, 2014
Staff Research of Other Communities, dated April 8, 2014

DOWNTOWN SIGNAGE

DC 14-017 | April 8, 2014

A. BACKGROUND:

In September 2013, a downtown signage roundtable discussion was held with downtown businesses and representatives from the Chamber of Commerce, and Village Staff. The meeting was held to discuss a signage code enforcement event in the downtown regarding non-compliant signage and attention getting devices such as sandwich board signs, hanging signs, and sidewalk displays. In response to feedback from the meeting, "Guidelines for Downtown Sidewalk Displays" was created and issued by the Village in October 2013. The Guidelines for Downtown Sidewalk Displays allow businesses the ability to create appealing outdoor displays with items such as merchandise, landscape planters, decorative items, sculptures, and art (refer to the attached copy, "Guidelines for Downtown Sidewalk Displays" dated September 2013).

In regards to sandwich board and hanging signs, the Village hosted a follow up meeting in February 2014 with downtown businesses and representatives from the Chamber of Commerce, Design Commission, and Village Staff to present the Planning and Community Development Staff's assessment of these types of signage in the downtown, and to gain additional feedback from the downtown businesses. The meeting was productive and insightful (refer to the attached copy of the presentation, "Downtown Signage Discussion" dated February 13, 2014). In general, businesses agreed with Staff's assessment of good and bad sign options. Conclusions from the meeting were as follows:

1. Businesses want signage options that are perpendicular to the storefront to capture attention of pedestrians and cars passing by.
2. Businesses unanimously support allowing tastefully designed sandwich board signs in the downtown.
3. Some businesses expressed the need for removable hanging signs, such as colorful "OPEN" flags in lieu of a sandwich board sign. It was felt that removable hanging signs could add more color and liveliness to the streetscape (refer to Images 1-3 below).



Image 1.



Image 2.



Image 3.

B. POSSIBLE OPTIONS:

Based on feedback from the meeting and staff research, we offer the following options for possible revisions to the Sign Code.

OPTION 1: Make no change to current code.

Sandwich board and hanging signs would continue to not be allowed.

OPTION 2: Modify the Sign Code to allow Sandwich Board and Hanging Signs in the Downtown.

Modify the sign code to allow sandwich board signs and removable hanging signs. Also, increase the size of blade signs currently allowed, and clarify the attachment of blade signs to allow hanging from building overhangs and awnings. A Sign Permit Application and a Design Commission Application for Downtown Signage would be required for each sign. This is consistent with the required approvals for all current downtown signage. Please note that the majority of Design Commission Applications for Downtown Signage are administratively approved by the Planning and Community Development Staff.

Proposed Chapter 30 Text Amendments:

Section 30-101 Definitions:

Add definitions for Sandwich Board Signs and Removable Hanging Signs (refer to the attached guidelines for proposed definition).

Section 30-201.h. Downtown (B-5) District Sign Requirements:

- Section 6. Amend Blade Sign Requirements (refer to the attached Downtown Blade Sign Guidelines dated 4-8-14 for proposed revisions).
- Section 9. Add the following, Each business shall be allowed only one of the following two types of signs:
 - e) Sandwich Board Sign
 - f) Removable Hanging Sign
- Section 12. Add new Sandwich Board Sign section (refer to the attached Downtown Sandwich Board Guidelines and Diagram dated 4-8-14).
- Section 13. Add new Removable Hanging Sign section (refer to the attached Downtown Removable Hanging Sign Guidelines and Diagram dated 4-8-14). Please note that there has been some concern expressed by a Village Department regarding safety of allowing fabric flags at 4' above a pedestrian path during high winds.

OPTION 3: Additional Considerations

The following are additional considerations for review:

1. Number of sandwich board signs. Some businesses indicated a desire for more than one sandwich board sign. Should one additional sandwich board sign be allowed for businesses with additional street frontages, or would that create too much sign blight? In particular, Bath & Body Works and Yankee Candle have expressed the desire for two sandwich board signs due to having two street frontages. However, per the attached research of these stores in other communities, only one sandwich board is being used per store. It is Staff's recommendation to allow just one sandwich board per business.
2. Sculptural sandwich board signs. Should sculptural sandwich board signs which exceed the allowable size limitations be allowed? Options could include allowing them, but with the requirement for a formal Design Commission approval. The message on a sculptural sandwich board sign shall not exceed that of sandwich board signs as outlined in attachment, and the overall height is recommended to be restricted to a maximum of 5 feet.
3. Location of sandwich board signs. Should sandwich board signs be allowed beyond 3 feet from the face of the building as long as they are located out of the five foot clear sidewalk and are adjacent to benches, trees, or light poles? This raises more liability and enforcement concerns.

C. CONCLUSIONS:

As with any code amendment, the Village will need to monitor the outcome for any unforeseen issues. If undesirable issues were to arise, then recommendations will be made to correct the issues.

D. RECOMMENDATIONS:

It is recommended that the Design Commission recommend approval to the Village Board for sign code revisions as follows:

1. Modify the current code as outlined in Option 2.
2. Provide feedback on the additional considerations outlined in Option 3.

APPROVED

MINUTES OF
THE VILLAGE OF ARLINGTON HEIGHTS
DESIGN COMMISSION MEETING
HELD AT THE ARLINGTON HEIGHTS MUNICIPAL BUILDING
33 S. ARLINGTON HEIGHTS RD.
APRIL 8, 2014

Chair Bombick called the meeting to order at 6:30 p.m.

Members Present: Alan Bombick, Chair
John Fitzgerald
Ted Eckhardt
Anthony Fasolo

Members Absent: None

Also Present: Peter McGovern, T.P. Carpentry for 1726 N. Mitchell Ave.
Steve Gawlik, S.G. Architects for 1726 N. Mitchell Ave.
Marc Ciaglia, Owner of 401 N. Gibbons Ave.
Todd Schmidt, ICON Building Group for 1025 S. Vail Ave.
Michael Mertes, Business Development Coordinator
Steve Hautzinger, Staff Liaison

REVIEW OF MEETING MINUTES FROM MARCH 11, 2014

A MOTION WAS MADE BY COMMISSIONER ECKHARDT, SECONDED BY COMMISSIONER FITZGERALD, TO APPROVE THE MEETING MINUTES OF MARCH 11, 2014. ALL WERE IN FAVOR. THE MOTION CARRIED.

ITEM 4. SIGN CODE MODIFICATIONSDC#14-017 – Downtown Signage

Mr. Steve Hautzinger and Mr. Michael Mertes were present on behalf of the proposed text amendments to Chapter 30. Downtown signage including sandwich board signs, removable hanging signs, and revisions to blade signs will be reviewed.

Chair Bombick noted there were members of the audience present for the presentation and directed them to fill out a card if they wanted to speak during the public comment portion of the meeting.

Mr. Hautzinger presented background on the Downtown signage issue, which began with a code enforcement event conducted by the Village in August 2013. As a result of that event, a follow-up meeting was held in September with Downtown businesses, representatives from the Chamber of Commerce and Village Staff, to discuss the code enforcement event and non-compliant signage in the Downtown. Feedback was received and as a result, Village Staff created and issued "Guidelines for Downtown Sidewalk Displays" in October 2013. These guidelines for Downtown Sidewalk Displays allow businesses the ability to create appealing outdoor displays with items such as merchandise, landscape planters, decorative items, sculptures and art. On February 13, 2014, the Village hosted a follow-up meeting with Downtown businesses, representatives from the Chamber of Commerce and the Design Commission, and Village Staff to present the Villages' assessment of sandwich board signs and hanging signs, and to gain additional feedback from the businesses. In general, businesses agreed with Staff's assessment of good and bad sign options.

Conclusions from the February 2014 meeting are as follows:

1. Businesses want signage options that are perpendicular to the storefront to capture attention of pedestrians and cars passing by.
2. Businesses unanimously support allowing tastefully designed sandwich board signs in the Downtown.
3. Some businesses expressed the need for removable hanging signs, such as colorful "OPEN" flags in lieu of a sandwich board sign.

Mr. Hautzinger gave a power point presentation of the Downtown Signage Discussion held on February 13, 2014. Points of discussion included: Downtown Sidewalk Display Guidelines and Examples, Sandwich Board sign considerations, and a review of Sandwich Board and Hanging Signs currently in use in the downtown. Photos of existing sandwich board signs in the Downtown were presented. Bad examples of existing sandwich board signs include: poor location, cheap material/poor design, unstable, potential trip hazard, too much text/clutter, and poor appearance. Good examples of existing sandwich board signs include: good location, out of way/not a trip hazard, professionally branded message, neatly hand written messages, nice materials, and unique designs. Photos of existing hanging signs in the Downtown were also presented. The examples include: poor attachment method (clothes hangers), sloppy appearance, cheap material, and message about a specific product/brand. Examples of good hanging signs in other communities include signs hung from awning frames, canopies, and building overhangs.

Currently, sandwich board and hanging signs are not allowed by code. Signs that are allowed by code in the Downtown include having up to two of the following four signage options: awning sign, blade sign, plaque sign, and wall sign. Additionally, ground signs, menu board signs, and window signs are permitted signage options.

Possible options to be considered tonight include:

- Option 1: Make no changes to the current sign code.
- Option 2: Modify the sign code to allow sandwich board and removable hanging signs in the Downtown. Also increase the size of blade signs currently allowed and clarify the attachment of blade signs to allow hanging from building overhangs and awnings. Mr. Hautzinger reviewed the specific language modifications proposed to the Chapter 30 text amendments for Blade Signs, Sandwich Board Signs, and Removable Hanging Signs.
- Option 3: Additional Considerations for discussion tonight:
 - o Number of sandwich board signs:
 - Some businesses indicated a desire for more than one sandwich board sign. Should one additional sandwich board sign be allowed for businesses with additional street frontages, or would that create too much sign blight? In particular, Bath & Body Works and Yankee Candle have expressed the desire for two sandwich board signs due to having two street frontages. It is Staff's recommendation to allow just one sandwich board per business.
 - o Sculptural sandwich board signs:
 - Should sculptural sandwich board signs which exceed the allowable size limitations be allowed? Options could include allowing them, but with the requirement for a formal Design Commission approval. The message on a sculptural sandwich board sign should not exceed that of a standard sandwich board sign, and the overall height is recommended to be restricted to a maximum of 5 feet.
 - o Location of sandwich board signs:
 - Should sandwich board signs be allowed beyond 3 feet from the face of the building as long as they are located out of the five foot clear sidewalk and are adjacent to benches, trees, or light poles? This raises more liability and enforcement concerns.

Chair Bombick asked the commissioners for any items for clarification at this time. Commissioner Eckhardt asked if any discussions were had about digital/electronic signs in a sandwich board format, and human displays of sandwich boards. Mr. Hautzinger replied that Staff is proposing that illumination not be allowed for sandwich board signs, in addition to the current sign code that does not allow electronic displays in the Village, and human displays of sandwich board signs was not discussed. Chair Bombick asked Staff if research was done on similar communities with regards to downtown signage. Mr. Hautzinger replied that research was done, and a summary is included in the commissioners' packets. Mr. Mertes added that Staff conducted research that included reaching out to other communities to determine whether sandwich board signs were allowed, as well as a survey that was conducted by the Northwest Municipal Conference for the Village. Research found that multiple communities including Naperville, Northbrook and Oak Park do currently allow sandwich board signs.

PUBLIC COMMENT

James Mitchell, representing Mitchell Jewelers at 10 N. Dunton Avenue. He said that his building has 13' x 14' banners on it since 1969, which have done well promoting his business and various events. He asked what the requirements are for these and whether they need to be removed. Mr. Hautzinger replied that banners are currently allowed by code and fall under temporary signage, which require a sign permit and are temporary for the promotion of special events such as a sale. Mr. Mitchell also expressed concerns about bicycle safety on downtown sidewalks.

Jim Thompson, representing Allstate Insurance at 9 N. Vail Avenue. He said that although he has window

signage, he has continuous problems with customers not being able to find his business. He felt the blade sign was a good option for his business and he endorsed the expansion of the square footage allowed for these signs. He asked the commissioners to consider illumination around the inside perimeter of these signs. It was clarified that blade signs can be lit but not internally lit.

Jim Platt, representing the Arlington Heights Chamber of Commerce. He supports the endorsement of sandwich board signs in the Downtown because it will create more of a Downtown ambience than currently exists, as well as a better balance between retail businesses trying to survive in a very fragmented Downtown district and more consistency for a shopper to move their way down the sidewalk between businesses. He asked the commissioners to consider changing the proposed background color on sandwich board signs to a 'dark color', and not to restrict it to just 'black'. He also asked that the outside of the sidewalk perimeter also be allowed for the placement of sandwich board signs because of the inconsistent sidewalk system in the Downtown. Chair Bombick felt this was a good point and Commissioner Eckhardt agreed that all sidewalks are not the same.

Jim Bertucci, Board President for the Arlington Heights Chamber of Commerce. He introduced Jim Ridler, and various restaurant owners that were present, and added that other business owners were not able to attend. He thanked Staff and the commissioners for opening up discussion and feedback regarding Downtown signage, which is a great start for being able to allow businesses to promote their businesses in a tasteful way.

Chair Bombick suggested some type of signage or directory of downtown businesses, or some type of downloadable app or QR code to help guide people through the various Downtown businesses. Mr. Hautzinger referenced a recently published brochure by the Village that included an updated map and directory of businesses in the Downtown, as well as the Discover Arlington website. Mr. Mertes added that the Village is on the verge of a mobile version of Discover Arlington.

Commissioner Eckhardt stated that he was in favor of allowing more than one sandwich board sign for businesses with a storefront on two streets (corner). He also encouraged discussion about lineal footage; how many sandwich board signs should be allowed for businesses with more than 25' of frontage, and for those with more than 50' of frontage? He attended the meeting in February 2014 and could say without question that Downtown business owners really want and need sandwich board signs, and are not concerned about the clutter of these signs. He encouraged allowing the Downtown to be lively and tasteful, he supports the Mexican waiter statue/sign at the Salsa 17 restaurant, and he was ready to vote for the suggestions made by Staff regarding sandwich board signs in the Downtown, which he felt provided adequate control.

Commissioner Fasolo agreed with the comments made by Commissioner Eckhardt, and added a suggestion that businesses be allowed one sandwich board sign per entrance, or per street frontage. He felt that the sandwich board sign should be located out toward the curb where there is sufficient space to avoid crowding at the entrance. He also suggested a provision to allow internal illumination of a blade sign for improved visibility at night. Mr. Hautzinger commented that clearance from car doors parked parallel to the curb is a concern regarding the placement of sandwich board signs. Chair Bombick was in favor of allowing a sandwich board sign to be located up against the storefront for any business with a recess; otherwise the sign should be located in the same zone that street furniture and trees are already located in because it reinforces the sidewalk.

Commissioner Eckhardt asked whether every sandwich board sign would require Staff review. Mr.

Hautzinger replied that all signs in the Downtown currently require a Design Commission application to be reviewed and approved by Staff, and this process will apply to sandwich board signs. However, these signs would only come before the Design Commission if they required a variation or had design concerns.

Chair Bombick felt there were already so many restrictions on businesses with regards to signage, and he was not in favor of adding more restrictions than necessary with sandwich board signs; the more richness added to the Downtown environment the better, as long as it is done tastefully and done well. He reiterated that window signage is already allowed by code, with minimum restrictions. He also felt that an ADA review should be done regarding the location of banners to ensure safety for pedestrians. Mr. Hautzinger replied that the removable hanging signs are required to be fabric and that the rigid pole or bracket attachment is required to be a minimum of seven feet above the sidewalk.

The commissioners reviewed and discussed the language being proposed by Staff for Sandwich Board Signs in the Downtown, and recommended the following changes:

Definition: Omit the inverted 'T' shape option with a weighted bottom.

- a. Number: Each business shall be permitted one sandwich board sign per street frontage or per entry.
- b. Size :
 - iii. A sculptural sandwich board sign shall not exceed 6' in overall height, the signage area shall comply with the standard sandwich board requirements, and Design Commission review shall be required.
- c. Location:
 - ii. Omit this item.
- d. Message:
 - iii. Revise "black" background to be "dark color" background.
- e. Construction:
 - i. Sandwich board signs must be free standing and constructed of wood or metal, or similar appropriate material as approved by Staff.
 - ii. Pre-engineered plastic sandwich board signs are discouraged.

Derek Hanley, representing Peggy Kinnane's. He stated that he has used wood sandwich board signs in the past at the corner of his business, which have been blown over by the wind. He asked the commissioners to consider the option of allowing plastic signs because they could be weighed down to avoid wind issues. The commissioners felt that plastic was not an appropriate material for the quality of some of the downtown buildings.

The commissioners reviewed and discussed the language being proposed by Staff for Removable Hanging Signs in the Downtown. A business owner suggested allowing both a sandwich board sign and a removable hanging sign if the business locates their sandwich board sign away from the storefront and near the curb. The commissioners were concerned about information overload as a result of allowing both types of signs. Mr. Hautzinger explained that sandwich board signs and removable hanging signs are two new options of a removable type of sign, which is a separate category from wall signs, blade signs, plaque signs and awnings,

which are permanent signs. He stated that none of the businesses expressed a desire to have both types of signs, and maintained Staff's recommendation to allow either a sandwich board sign or a removable hanging sign, not both. The commissioners agreed.

The commissioners recommended no changes to the language being proposed for Removable Hanging Signs in the Downtown.

The commissioners reviewed and discussed the revised language being proposed for Blade Signs in the Downtown. Commissioner Fasolo asked for commissioner feedback about his suggestion to allow internal illumination of blade signs. Chair Bombick and Commissioner Fitzgerald felt this issue should be discussed under a separate review because of the aesthetic factor of illuminating these signs. Commissioner Eckhardt said that although he is sympathetic to improving night visibility of blade signs, he was more concerned about the aesthetics of illuminated blade signs.

Commissioner Fitzgerald pointed out that the commissioners welcome sign variations and encourage unusual and creative signs in the Downtown. Chair Bombick reiterated his opposition to sanitized and conventional signs that limit character, and is in support of allowing variety by allowing sandwich board signs and removable hanging signs in the Downtown. Commissioner Eckhardt agreed with these comments.

Tom Mannetti, Owner of Metropolis Ballroom. He said that his business occupies the entire second-floor of the building on both Campbell Avenue and Vail Street, which is unique. He is considering adding signage to both sides of the building, similar to what the Metropolis Theater has on their building. The commissioners explained that the theater signs are banners and required variations. Mr. Hautzinger added that banner signage is different than the types of signage being proposed tonight.

Fees for Downtown signage were also discussed. Mr. Hautzinger explained that permit fees for signage are handled through the Building Department. A separate fee of \$50 applies to the Design Commission Application for Downtown Signage, which is handled directly through the Planning & Community Development Department. The commissioners were concerned about the amount of fees associated with sandwich board signs and removable hanging signs. It was suggested that permits for these types of signs could also be a candidate for the new 'Same Day Permit' process recently developed by the Village. Mr. Hautzinger explained that the 'Same Day Permit' process only applies to small residential remodeling and maintenance type work. Chair Bombick stated that he would rather see money spent on a better quality sign than on a permit review.

The commissioners were not comfortable making a motion tonight and directed Staff to revise the language being proposed for Downtown Signage based on the changes they discussed tonight and return as soon as possible for final review and approval by the Design Commission.

A MOTION WAS MADE BY COMMISSIONER FITZGERALD, SECONDED BY COMMISSIONER ECKHARDT, TO DIRECT STAFF TO REVISE THE LANGUAGE BEING PROPOSED FOR DOWNTOWN SIGNAGE BASED ON THE CHANGES MADE BY COMMISSIONERS, AND RETURN AS SOON AS POSSIBLE FOR FINAL REVIEW AND APPROVAL BY THE DESIGN COMMISSION.

Mr. Hautzinger noted that the only revisions to be made by Staff are regarding sandwich board signs, as the commissioners made no changes to the language being proposed for the other signs discussed tonight.

A MOTION WAS MADE BY COMMISSIONER FITZGERALD, SECONDED BY COMMISSIONER ECKHARDT, TO AMEND THE MOTION AND ADD THE FOLLOWING:

1. THESE REVISIONS WOULD ONLY APPLY TO THE LANGUAGE BEING PROPOSED FOR THE SANDWICH BOARD SIGNS.

Chair Bombick strongly recommended the motion include that any fees for these types of signs be nominal.

A MOTION WAS MADE BY COMMISSIONER FITZGERALD, SECONDED BY COMMISSIONER ECKHARDT, TO AMEND THE MOTION AND ADD THE FOLLOWING:

2. A STRONG COMMENT THAT ANY FEE FOR THESE TYPES OF SIGNS BE NOMINAL.

FITZGERALD, AYE; ECKHARDT, AYE; FASOLO, AYE; BOMBICK, AYE.

DOWNTOWN SIGNAGE

DC 14-017 | April 8, 2014

REVISED April 22, 2014

PROPOSED CHAPTER 30 TEXT AMENDMENTS

DOWNTOWN BLADE SIGNS

date: 4-8-14

(Definition Shown for Reference Only)

Blade Sign. A sign that is mounted so that it is perpendicular to the face of the building and projects out. Blade signs are permitted in the B-5 zoning district only.

Section 30-201.h.6. Blade Signs. (proposed revisions noted in **bold** and ~~strikethrough~~)

- a. Number. Each business shall be permitted no more than one blade sign for each street it fronts on.
- b. Location. Blade signs shall maintain a minimum clearance of eight feet above a pedestrian thoroughfare and shall not be any higher than 15 feet above the pedestrian thoroughfare. A two-sided blade sign is permitted to be mounted perpendicular to the storefront.
- c. Message. Only the name and/or logo of the business, **and/or the type of business**, shall be permitted on a blade sign.
- d. Projection. Blade signs shall not project more than 40 inches maximum to the outside face of the sign from the building, which shall include a four inch minimum clearance between the inside face of the sign and the building.
- e. Square Footage. A maximum of ~~three~~ **six** square feet shall be allowed.
- f. Brackets. Brackets and/or hardware for the sign may not extend more than four inches from the outside face of the sign. **Blade signs may be attached to the building wall, or suspended from an awning or building overhang. Hardware and brackets must be of permanent, professional construction. Clothes hangers and other non-permanent means of attachment are not permitted.**
- g. Design Considerations. Blade signs shall be a minimum of 1/8" thickness, with dimensional graphics of a minimum of 1/8 inch thickness or a substantial quality rigid material. Low quality vinyl letters will not be permitted, however, computer generated, high quality letters will be reviewed on a case-by-case basis. Hardware and brackets for the blade signs shall match the storefront color or match the downtown site furnishings. The overall sign shall be in harmony with the branding of the store and maintain the identity and character of the downtown. External illumination for signs is permitted, however, neon signs and internal illumination are not allowed. Fixture and wattage shall be submitted for review and approval and shall relate to the signage.

Date: 4-8-14

Section 30-201.h.9. (proposed revisions noted in **bold**)

Each business shall be allowed only two of the following four types of signs:

- a. wall sign;
- b. awning sign;
- c. blade sign;
- d. plaque sign.

Each business shall be allowed only one of the following two types of signs:

- e. sandwich board sign;
- f. **removable hanging sign.**

DOWNTOWN SANDWICH BOARD SIGNS

Date: 4-22-14

Section 30-101 Definitions (New definitions to be added in their entirety)

Sandwich Board Sign. A sign set on the ground (without attachment to the ground) in an 'A' frame configuration with two panels hinged at the top. Sandwich board signs are permitted in the B-5 zoning district only.

Sandwich Board Sign, Sculptural. A sign set on the ground (without attachment to the ground) that is sculptural in form, such as a human figure, sculpture art, or other object, and contains an integral sign panel on one or two sides. Sculptural sandwich board signs are permitted in the B-5 zoning district only.

Section 30-201.h.12. Sandwich Board Signs / Sculptural Sandwich Board Signs. (New section to be added in its entirety)

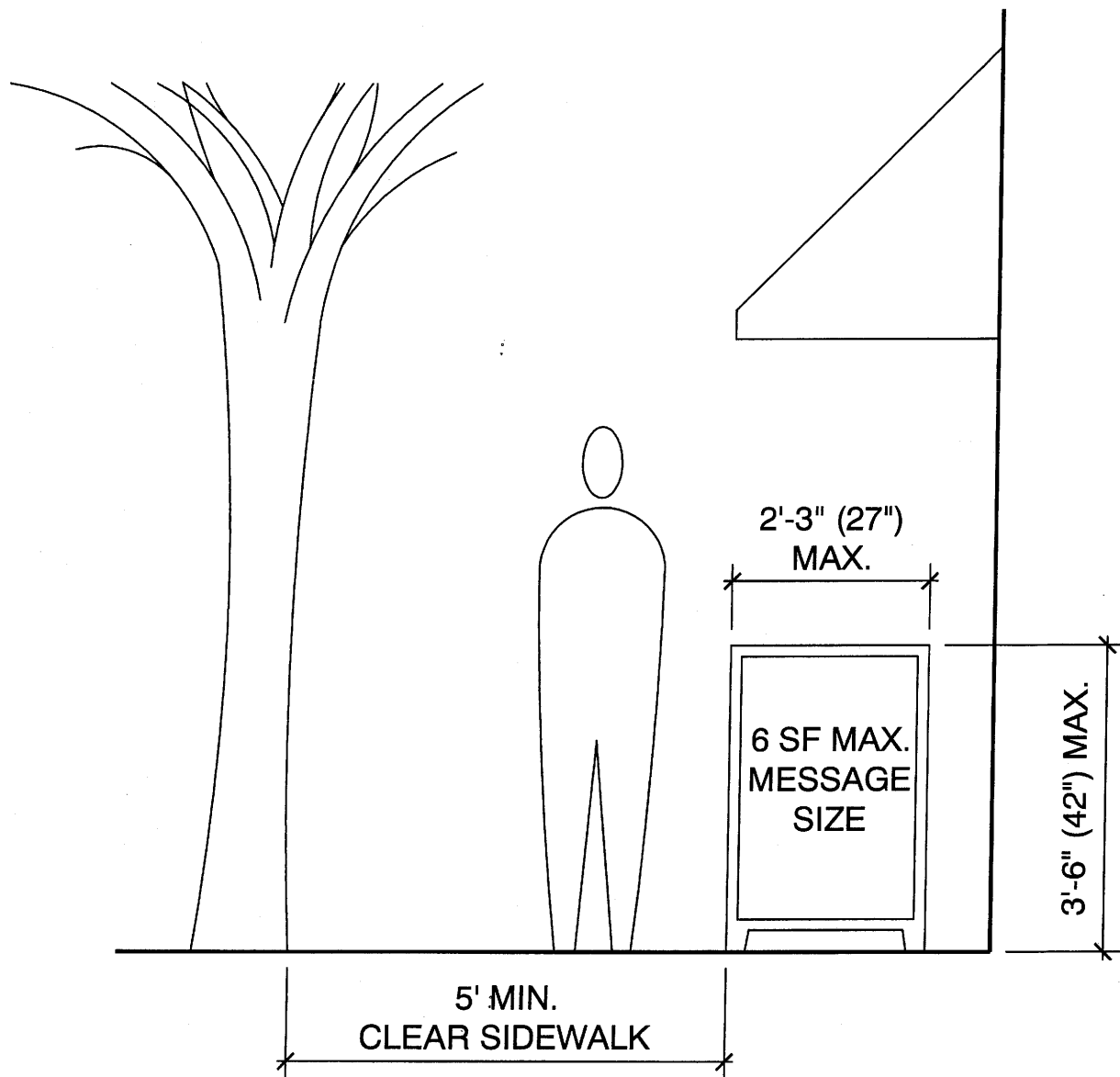
The following provisions pertain to Sandwich Board and Sculptural Sandwich Board signs.

- a. **Number.** Each business shall be permitted one sandwich board sign per street frontage or per entry.
- b. **Size:**
 - i. The signage area shall be a maximum of six square feet on each face of the sign.
 - ii. The overall sign size shall not exceed 27" wide and 42" tall.
 - iii. Sculptural sandwich board signs shall not exceed 6 feet in height and 3 feet in width. The signage area shall not exceed 27" wide, 42" tall, and 6 square feet on each face of the sign. Design Commission approval is required for all sculptural sandwich board signs.
- c. **Location:**
 - i. Sandwich board signs shall only be located on sidewalks contiguous to the business being advertised. They shall not extend beyond the length of the business frontage.
 - ii. In no event shall the sandwich board sign reduce the open portion of the public sidewalk to less than five feet clear of all obstructions (i.e., street lighting, benches, trees, trash receptacles, etc).
- d. **Message:**
 - i. The message on a sandwich board sign may include the name of the business, products produced or services rendered, and other pertinent information related to the business' operation. The business name shall be limited to 33% of the overall sign area.
 - ii. Professionally printed, computer generated messages are allowed.
 - iii. Hand written messages are allowed if in a neat and legible manner on a dark color background.
 - iv. White erasable boards are not allowed.
 - v. Manual change bulletin board signs are not allowed.
- e. **Construction:**
 - i. Sandwich board signs must be free standing and constructed of wood or metal, or similar appropriate material as approved by Village staff.
 - ii. Pre-engineered plastic sandwich board signs are discouraged.
 - iii. Decorative sandwich board signs which complement the business type or building architecture are encouraged.
 - iv. Signs must be weighted in order to ensure that they do not fall into the public way. Signs must be maintained in an upright position at all times.
 - v. Signs are not allowed to be illuminated.

DOWNTOWN SANDWICH BOARD SIGNS, continued

Date: 4-22-14

- f. Hours of Display.
 - i. Sandwich board signs may only be displayed during open business hours.
 - ii. Sandwich board signs are not permitted on a public sidewalk during times of snow and inclement weather.
- g. Liability. All applicants are required to complete a hold harmless/indemnification agreement.



DOWNTOWN SANDWICH BOARD SIGN

Date: 4-22-14

DOWNTOWN REMOVABLE HANGING SIGNS

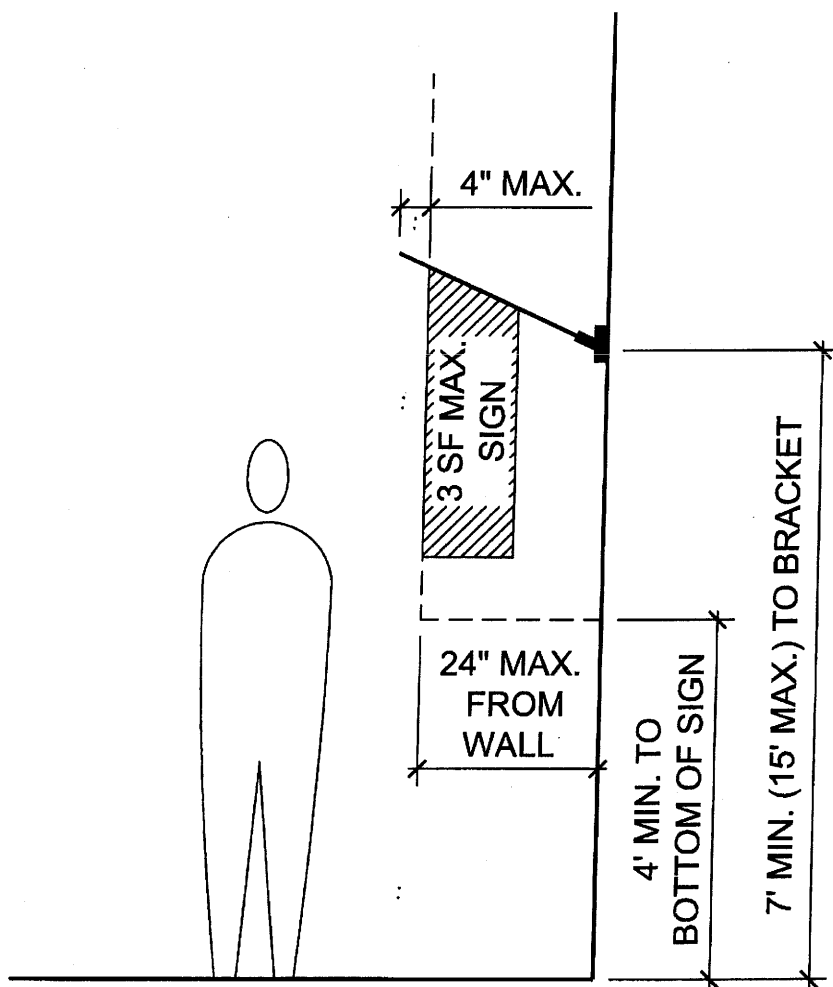
date: 4-8-14

Section 30-101 Definitions (New definition to be added in its entirety)

Removable Hanging Sign. A removable fabric sign hung from a bracket that is fixed to the building. Removable hanging signs are permitted in the B-5 zoning district only.

Section 30-201.h.13. Removable Hanging Signs. (New section to be added in its entirety)

- a. Number: Each business shall be permitted no more than one removable hanging sign.
- b. Location:
 - i. Removable hanging signs shall maintain a minimum clearance of four feet above a pedestrian thoroughfare and shall not be higher than 15 feet above the pedestrian thoroughfare.
 - ii. Mounting Brackets and flag poles must maintain a minimum clearance of 7 feet above the pedestrian thoroughfare.
- c. Size: Removable hanging signs can be no larger than three square feet.
- d. Projection:
 - i. Removable hanging signs shall not project more than 24 inches from the building to the outside face of the sign.
 - ii. Brackets and/or flag poles shall not extend more than four inches beyond the edge of the sign.
- e. Message: The name of the business, logo of the business, type of business, seasonal décor, and/or "OPEN" shall be permitted on a removable hanging sign.
- f. Materials / Design Considerations:
 - i. Removable hanging signs must be made of a weather-resistant and fade-resistant fabric.
 - ii. Mounting brackets shall be permanently mounted to the building, with the hanging sign being removable, such as a flag pole and mounting bracket.
 - iii. Clothes hangers and other similar means of attachment are not permitted.
- g. Hours of Display:
 - i. Removable hanging signs may only be displayed during open business hours.
 - ii. Removable hanging signs must be removed during times of windy and inclement weather.
- h. Liability. All applicants are required to complete a hold harmless/indemnification agreement.



DOWNTOWN REMOVABLE
HANGING SIGN



Item: MAP CBA 2014-2017

Department: Legal/Police

A new collective bargaining agreement with Metropolitan Alliance of Police, Arlington Heights Police Chapter #510 is attached for approval. This new agreement was reached after three bargaining sessions, utilizing an Interest Based Bargaining (IBB) process. Both sides found this process to be a significant improvement over traditional bargaining. The new agreement is for three years, with an expiration date of April 30, 2017. This Agreement has been ratified by the Police Officers.

There are only a few significant changes from the previous contract. The parties agreed to the following increases: 2.5% on May 1, 2014, 2.5% on May 1, 2015 and 2.5% on May 1, 2016. In addition, the Police Officers will receive additional holiday pay for one more holiday this year, bringing their total to seven, as well as an added half hour to their minimum court time, from two and a half hours to three hours. Beginning May 1, 2015, employees will pay 12% of their insurance premium contribution, which is an increase from the 10% employees currently pay. Employees will also receive an increase in their Equipment Allowance from \$200 to \$300.

If any Board member has any questions at the meeting about the contract, a Closed Session should be requested for the purpose of discussing collective bargaining matters.

RECOMMENDATION

The Administration recommends approval of the Ordinance Approving an Agreement between the Village of Arlington Heights and the Metropolitan Alliance of Police, Arlington Heights Police Chapter #510.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:**Description**[Approval of MAP contract](#)[Collective Bargaining Agreement 2014-2017](#)**Type**

Ordinance

Agreement

**AN ORDINANCE APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS
AND THE METROPOLITAN ALLIANCE OF POLICE,
ARLINGTON HEIGHTS POLICE CHAPTER #510**

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

SECTION ONE: A certain agreement by and between the Village of Arlington Heights and the Metropolitan Alliance of Police, Arlington Heights Police Chapter #510 related to the conditions of employment for the years 2014 to 2017 for sworn Peace Officers of the Arlington Heights Police Department, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

SECTION THREE: 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 5th day of May, 2014.

Village President

ATTEST:

Village Clerk

AGREEMENT

Between

VILLAGE OF ARLINGTON HEIGHTS

And

METROPOLITAN ALLIANCE OF POLICE

ARLINGTON HEIGHTS POLICE CHAPTER #510

2014-2017

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AGREEMENT

This Agreement is made and entered into by and between the Village of Arlington Heights (hereinafter referred to as the “Village” or “Employer”) and Metropolitan Alliance of Police Arlington Heights Police Chapter #510 (hereinafter referred to as the “Chapter”).

It is the intent and purpose of this Agreement to set forth the parties’ agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1 Recognition. The Village recognizes the Chapter as the sole and exclusive bargaining representative for all sworn full-time peace officers (hereinafter referred to as “officers” or “employees”), but excluding all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

ARTICLE II

NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Chapter shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, or Chapter membership. Other than Chapter membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE III

DUES CHECKOFF AND CHAPTER RIGHTS

Section 1 Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's first paycheck each month the uniform, regular monthly Chapter dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form, a copy of which is attached as Appendix A, which may be revoked by providing 30 days written notice to the Village and the Chapter.

The actual dues amount deducted, as determined by the Chapter, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Chapter may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least 30 days' written notice of any change in the amount of the uniform dues to be deducted. The Village will forward the dues deducted to the Chapter.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Chapter shall be responsible for collection of dues. The Chapter agrees to refund to the employee any amounts paid to the Chapter in error on account of this dues deduction provision.

Section 2 Fair Share. During the term of this Agreement, employees who are not members of the Chapter shall, commencing 60 days after their employment or 60 days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Chapter for collective bargaining and contract administration services rendered by the Chapter as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Chapter. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Chapter. The Chapter shall periodically submit to the Village a list of the employees covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The foregoing provision shall not apply to any employee employed prior to June 19, 1990, who is not a member of the Chapter, provided any such employee must pay, pursuant to the deduction provisions of this Section, either the fair share fee or an amount equal to such fair share fee to a charitable organization selected in accordance with the last paragraph of this Section. This fair share Section shall apply to employees who were members on June 26, 1990, and who thereafter become non-members.

The Chapter agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066

(1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Chapter agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Chapter with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Chapter. If the affected non-member and the Chapter are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3. Indemnification. The Chapter shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the Village harmless in the event the Village initiates a cause of action against the Chapter, unless the Village initiates such an action in response to a claim or cause of action initiated by another party. The Village will, upon request, provide a list of employees for whom dues and fair share fees are remitted to the Chapter.

Section 4 Chapter Use of Bulletin Boards. The Village will make available space on a bulletin board for the posting of official Chapter notices of a non-political, non-inflammatory nature. The Chapter will limit the posting of Chapter notices to such bulletin board.

ARTICLE IV

LABOR-MANAGEMENT COMMITTEE

At the request of either party, the employee Chief Representative and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations unless otherwise agreed. The employee Chief Representative may invite other Chapter bargaining unit members to attend such meetings. The Police Chief may invite other Village representatives to attend such meetings. The party requesting the meeting may submit a written agenda of the items it wishes to discuss prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Employees scheduled to work will notify their immediate superior prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1 Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement.

Section 2 Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee’s immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven business days from the date of the first occurrence of the matter giving rise to the grievance or within seven business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Bureau Commander or, in his absence, to the Division Captain, within seven business days after receipt of the Village’s answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Bureau Commander or, in his absence, the Division Captain, shall provide a written answer to the grievant within seven business days after the grievance is appealed to Step 2.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Police Chief within seven business days after receipt of the Village’s answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step

in the grievance procedure. The Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven business days with the grievant and an authorized representative of the Chapter at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or his designee, shall provide a written answer to the grievant and the Chapter within seven business days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the Chapter desires to appeal, it shall be referred by the Chapter in writing to the Village Manager within seven business days after receipt of the Village's answer at Step 3. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and a Chapter representative within ten business days of receipt of the Chapter's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Chapter within ten business days following the meeting.

Section 3 Arbitration. If the grievance is not settled in Step 4 and the Chapter wishes to appeal the grievance from Step 4 of the grievance procedure, the Chapter may refer the grievance to arbitration, as described below, within 21 calendar days of receipt of the Village's written answer as provided to the Chapter at Step 4:

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators. Both the Village and the Chapter shall each have the right to reject one panel in its entirety within seven calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in a ranking process for purposes of determining which of the seven arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Within fourteen calendar days from the date the panel list is received from the FMCS the parties shall simultaneously exchange their panel lists with the arbitrators ranked numerically in the order of preference (1 for first choice, 2 for

the second choice, etc.). The arbitrator whose name is on both lists and who has the lowest combined number shall be invited to serve as the arbitrator. If two or more arbitrators have the same combined number, the parties shall alternatively strike until only one name remains, with the determination of who strikes first decided by a coin toss. In the event that the arbitrator declines or is unable to serve, the parties shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven arbitrators from the FMCS and commence the selection process anew.

- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4 Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within

the limitations of this Section 4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 5 Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven business days after the first occurrence of the event giving rise to the grievance or within seven business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

For purposes of this Agreement, a “business day” shall mean Monday through Friday, exclusive of holidays when the Village Hall is closed.

Section 6 Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

The parties may, by mutual agreement, skip steps of the grievance procedure in order to fast track a particular grievance.

The Village and the Chapter may, by mutual written agreement in a specific case, agree to an expedited arbitration process.

ARTICLE VI

NO STRIKE-NO LOCKOUT

Section 1 No Strike. Neither the Chapter nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2 No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 3 Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 4 Judicial Restraint. Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 5 Obligations of Chapter. In the event of a violation of Section 1 of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Provided the Chapter complies with this Section 5 hereof, the Village agrees that the Chapter shall not be liable for any actions in violation of this Article by individual employees or any liability that might arise therefrom.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

Section 1 Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission hiring list, with the officer higher on the list being the more senior.

Section 2 Probationary Period. All new employees hired after the effective date of this Agreement and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of 18 months, unless extended because of an employee's extended absence from work during the employee's first 18 months of employment. Provided, however, that if the Village hires a Certified Entry Candidate, as defined by the Village Board of Fire and Police Commissioners Rules, such candidate shall serve a probationary period of 12 months, unless extended because of an employee's extended absence from work during the employee's first 12 months of employment. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

Section 3 Seniority List. On or before January 1 each year, the Village will provide the Chapter with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within 14 calendar days after the Chapter's receipt of the list.

Section 4 Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statute, 65 ILCS 5/10-2.1-18, as amended.

Except in an emergency, no layoff will occur without at least 14 calendar days' notification to the Chapter. The Village agrees to consult the Chapter, upon request, and afford the Chapter an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

The Village will not subcontract work normally performed by employees covered by this Agreement during the time any such employees are on layoff and eligible for recall in accordance with the provisions of this Article.

Section 5 Recall. Employees who are laid off shall be placed on a recall list for a period of three years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given 14 calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three business days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6 Termination of Seniority. Subject to any appeal right an employee may have under Article XV (Disciplinary Appeals), seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged (for just cause for an employee who has successfully completed the probationary period);
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence (other than a continuation of employment that the employee had prior to going on an approved leave of absence or employment which has been approved in advance by the Police Chief);
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- (f) is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three business days after receiving notice of recall or fails to return to work within two working days after the established date for the employee's return to work;

- (g) is laid off for a period in excess of three years;
- (h) does not perform work for the Village for a period in excess of 12 months; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (i) is absent for two consecutive working days without notifying the Village unless there are extraordinary circumstances beyond the employee's control that prevent notification.

Section 7 Seniority Adjustments. Seniority shall be interrupted in the event an employee is placed on a disability pension exceeding 30 calendar days, granted an unpaid leave of absence exceeding 30 calendar days, or is laid off. When an employee returns from a disability pension exceeding 30 calendar days, unpaid leave of absence exceeding 30 calendar days, or a layoff, his seniority shall be his length of service up to the date of layoff, disability or beginning of the unpaid leave of absence. Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers compensation or disability pension benefits for a work related injury.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1 Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

Section 2 Normal Workday. The normal workday shall consist of eight hours (including a one-half hour paid lunch period).

Section 3 Normal Work Period. The normal work period shall consist of eighty hours on fourteen consecutive days commencing 0001 hours Sunday (2300 hours Saturday for employees assigned to the early car).

Section 4 Normal Work Cycle. The normal work cycle shall be 28 days.

Section 5 Changes in Normal Workday or Normal Work Cycle. Should it be necessary in the Village's judgment to establish schedules departing from the normal workday or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least one week's advance notice of such change to all employees affected by such change. Notwithstanding the foregoing, it is recognized that the normal work day of an employee assigned as a Motorcycle Officer or to a position outside the Patrol Bureau necessarily varies depending on the needs of the Department and that from time to time it will be necessary to make changes in the employee's normal work day with very little advance notice. The Village will not alter or adjust the normal workday or work cycle solely for the purpose of avoiding overtime payments in the Patrol Bureau.

Section 6 Annual Shift Bidding Procedure. The Village is willing to continue the annual assignment of a limited number of qualified officers to permanent shifts, subject to the following:

1. Between January 1 and January 31 of each year, all non-probationary officers may submit a written bid for a permanent shift position commencing on the first shift change date in the ensuing month of April and extending through the first shift change in April of the following calendar year. (E.g., in January 1997, such employees would submit bids for permanent shifts commencing with the first shift change in April, 1997, through the first shift change in April, 1998.) The written bids will be submitted to the immediate non-bargaining unit supervisor, and each may list a second and third choice, should the officer desire.
2. The selection of the permanent assignments per shift will be based upon both seniority and a satisfactory annual performance evaluation, i.e., an employee who has not received a

satisfactory annual performance evaluation shall be ineligible to participate in the shift bidding.

3. Each of the three shifts shall contain a minimum of six permanent assignments, staffed by volunteers. All volunteers who are assigned to permanent shifts shall be required to complete the full year — exceptions may be granted for extenuating circumstances, subject to approval by the Chief of Police. The Chief of Police may expand the permanent shift strength for individual shifts and for various lengths of time throughout the year.
4. For purposes of this Section, the first shift shall be considered the shift in which a majority of the hours fall between 11 p.m. and 8 a.m.; second shift shall be considered the shift in which a majority of hours fall between the hours of 7 a.m. and 4 p.m.; and the third shift shall be considered the shift in which a majority of hours fall between the hours of 3 p.m. and 12 a.m.
5. The method of replacement for vacant volunteer positions will be determined exclusively by the Chief of Police. In making such determinations, the Chief will give appropriate consideration to the employees who bid on the vacant shift during the most recent annual shift bidding.
6. The permanent shift bidding program will continue in accordance with the criteria set forth above as long as there exists the minimum number of voluntary applicants as set for each of the three shifts or the Chief of Police decides to continue it, even if the minimums on all or any of the shifts have not been met.
7. Officers returning to the line from specialty assignments, *e.g.*, investigations, crime prevention, administration, etc., will be assigned to a permanent shift position, as determined by the Chief of Police or his designee, until the next annual shift bid. Such officers will not bump another officer off of a shift previously bid.
8. Notwithstanding the foregoing, the Police Chief shall have the right to transfer employees who have been permanently assigned to a shift under this Section in order to meet the operational needs of the Department at any time.

Section 7 Overtime Pay. Employees shall be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of eight hours in a workday or in excess of 80 hours in a normal two

week work period. An employee's use of approved paid time off in the form of sick leave, vacation, holiday and compensatory time will be considered hours worked for purposes of overtime eligibility.

Section 8 Court Time. For any day employees are required to make a court appearance(s) outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled), such employees shall be paid time and one-half their regular straight-time hourly rate of pay for all hours they are required to be in court outside their normal shift, with a minimum of three hours' pay. Travel time shall not be counted in computing the number of hours worked.

Section 9 Call-in Pay. Employees who are called back to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid one and one-half times their straight-time hourly rate of pay for all such hours worked outside their normal shift, with a minimum of two hours' pay, unless the individual is called back to rectify an error which needs to be corrected prior to the employee's next scheduled work day, in which case the two hour minimum shall be inapplicable.

Section 10 Compensatory Time. At the option of the employee and in lieu of pay for overtime, call-in, or court time, such time may be accumulated and used as compensatory time. Compensatory time shall accrue at the rate of one and one-half hours of compensatory time for each hour of overtime, call-in, or court time and may accumulate up to a maximum of 96 comp time hours. Use of accumulated comp time shall be scheduled at the request of the employee with the approval of the Police Chief or his designee.

Section 11 Duty Trades.

Same Shift/Bureau. Employees on the same shift within the same bureau may request duty trades, as provided herein. Any two employees on the same shift in the same bureau may request unlimited duty trades with each other. An employee may only request one trade of any of his own regularly scheduled days off (RDO's) per 28 day cycle. That trade may be one, two, or three days. If the trade is for more than one day, the days must be consecutive.

Same Bureau/Different Shift. An employee may submit a duty trade request with another employee outside the employee's shift, but within the same bureau, once each 28 day work cycle under this Section. If such a trade involves multiple days, such days need not be consecutive.

Application and Approval Process. An employee shall initiate any duty trade request by submitting the request in writing to his/her Shift Supervisor not less than seven calendar days prior to the date of the trade, provided that a Supervisor may consider a request with less notice in a specific instance. Shift Supervisors shall make every effort to respond to a duty trade request as soon as practicable. All duty trade requests shall be subject to the approval/disapproval of the Shift Supervisor, provided that

requests for duty trades shall not be arbitrarily and unreasonably denied. No such duty trade will create any premium pay obligations on the part of the Village. No duty trade shall be permitted if the Village determines that it would unreasonably diminish the availability of employees with specific assignments or certifications in a specific instance.

Completion. Any duty trade shall be completed within 28 days of the initial trade.

Section 12 Alternative Work Schedule for Patrol Bureau. The following alternative work schedule will apply to officers assigned to the Patrol Bureau, subject to the following conditions:

- a Officers will normally be assigned to work 6 days on followed by 3 days off.
- b The normal work day will be 8 hours and 30 minutes. (This will normally allow a 15 minute roll call and beat assignment relief.)
- c Patrol officers will normally be assigned permanent shifts on an annual basis. To the extent practicable, the shift bidding procedure will generally follow existing guidelines for shift bidding, as set forth in Article VIII, Section 6.
- d Vacation bidding will take place in accordance with the provisions of Article X, Section 4.
- e So long as the alternative work schedule is maintained, an officer may not trade his/her own days off, except an officer may request one trade of one set of his own regularly scheduled days off (RDO's) per calendar quarter, which such days shall be consecutive. If an officer believes any such trade request was inappropriately denied, he may immediately appeal such decision to the Shift Commander who shall make the final decision. Duty trades between two different officers will be permitted, as set forth in Article VIII, Section 11.
- f Two officers will be permitted on leave (vacation, holiday, comp time) per shift per day, provided that the Village may, in its sole discretion, permit more than two officers to be off from time to time.
- g The work cycle for purposes of 7(k) of the FLSA shall be considered 28 days, with overtime being paid only for hours worked in excess of 8 hours 30 minutes per day or in excess of 162 hours in a 28 day cycle. (Article VIII, Sections 3 & 7 (Normal Work Period, Overtime Pay), shall be inapplicable to patrol officers covered by this Section.)

- h All leave “days” equate to 8 hours per day, and shall continue to accrue at that rate, i.e., the alternative work schedule shall not increase paid leave time, including vacations. An employee using a full leave day while assigned to the alternative work schedule shall have 8 hours and 30 minutes deducted from his/her accrued leave.
- i Should there be any conflict between the provisions of this Section and the remaining provisions of the 2011-2014 Collective Bargaining Agreement, the provisions of this Section shall govern, so long as the alternative work schedule is maintained.

Section 13 No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

Section 14 Canine Officer. In the event the Village, in the exercise of its sole discretion, elects to establish or maintain a canine program, the parties agree that to be eligible for assignment by the Police Chief to the position of Canine Officer, an employee shall sign the Canine Officer Agreement, attached hereto as Appendix B, and incorporated herein by reference. Nothing herein shall obligate the Village to create or maintain such a program.

Section 15 Probationary Employee Eligibility. Probationary employees hired after the date this Agreement is executed will not normally be assigned to perform the following jobs on a regular basis, provided a sufficient number of non-probationary employees are available:

Crime Prevention Officer

Criminal/Juvenile Investigator

DEA Task Force

FTO

High School Police Counselor

MCAT Officer

NIPAS Officer

School Resource Officer

Too Good for Drugs Instructor

Traffic Enforcement Officer

Canine Officer

Section 16 On-Call Compensation. This provision only applies to eligible bargaining unit employees assigned on a full-time basis to the position of Investigator in the Criminal Investigation Bureau. Effective May 1, 2011, one such bargaining unit employee assigned as an Investigator to have Adult on-call case responsibility, and one such bargaining unit employee assigned as an investigator to have Juvenile on-call case responsibility, shall receive one half hour of compensatory time for each day in such status, provided, however, that the maximum number of compensatory hours an employee may earn under this Section shall be a total of six hours per month, regardless of the number of days the employee is assigned to be in an on-call status in a given month.

Section 17 Daylight Savings Time Those officers scheduled to work their regular shift during hours when the annual “Spring forward” daylight savings time adjustment occurs may either elect to come in one hour early or utilize one hour of benefit time, *i.e.*, vacation, compensatory time or holiday time, in order to avoid any reduction in regular pay on such occasion.

ARTICLE IX
LEAVES OF ABSENCE

Section 1 Sick Leave. An employee shall be granted one day of sick leave for each full calendar month that an employee is on the active payroll, provided that sick leave credit for any employee shall not exceed 240 sick leave days at any one time. Sick leave shall be allowed only in cases when the employee is actually sick or disabled, there is illness in the employee's immediate family, or, with the approval of the Police Chief or his designee, to attend appointment with a doctor or dentist.

In the event an employee is unable to work due to illness, he must inform the on duty supervisor at least one and one-half hours prior to the start of the scheduled work day in accordance with any rules and regulations that may be in effect governing such notification.

It is specifically agreed that the Village retains the right to audit, monitor, and/or investigate sick leave usage and, if an employee is suspected of abuse, to take corrective action, including, but not limited to, such actions as discussing the matter with the employee, requiring that the employee seek medical consultation and/or instituting disciplinary action, up to and including dismissal.

For retirements occurring on or after May 1, 2008, an employee who receives a pension pursuant to the Police Officers' Pension Fund will receive one month's continued coverage under the Village's Comprehensive Medical Program (Article XII, Section 1) for each eight days of unused sick leave that the employee has at time of retirement, provided that effective May 1, 2013 this shall change to one month's continued coverage for each six days of unused sick leave that the employee has at time of retirement.

Section 2 Funeral Leave. In the event of a death in the employee's immediate family, the employee may be granted leave without loss of pay for up to three consecutive working days and, by permission of the Village Manager, two additional days. Immediate family shall be defined as an employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 3 Jury Leave. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any compensation which the employee receives for jury duty or jury service shall not be subtracted from the employee's regular wages.

Section 4 Military Leave. Military leave shall be in accordance with applicable State and Federal law.

Section 5 Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who

engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Village, provided that this provision shall not be applicable to a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence as long as there is no significant expansion of such employment.

ARTICLE X
VACATIONS

Section 1 Eligibility. Vacation allowance shall be accrued on the following schedule:

- a) Upon hire - earn .833 day per month (10 work days per year)
- b) After 6 years of service - earn 1.25 days per month (15 work days per year)
- c) After 14 years of service - earn 1.667 days per month (20 work days per year)
- d) After 19 years of service - earn 1.834 days per month (22 work days per year)
- e) After 22 years of service - earn 1.917 days per month (23 work days per year)
- f) After 23 years of service - earn 2 days per month (24 work days per year)
- g) After 24 years of service - earn 2.082 days per month (25 work days per year)

Effective May 1, 2015, vacation allowance shall be accrued on the following schedule:

- a) Upon hire - earn .833 day per month (10 work days per year)
- b) After 4 years of service - earn 1.25 days per month (15 work days per year)
- c) After 9 years of service – earn 1.417 days per month (17 work days per year)
- d) After 14 years of service - earn 1.667 days per month (20 work days per year)
- e) After 19 years of service - earn 1.834 days per month (22 work days per year)
- f) After 20 years of service - earn 1.917 days per month (23 work days per year)
- g) After 23 years of service - earn 2 days per month (24 work days per year)
- h) After 24 years of service - earn 2.082 days per month (25 work days per year)

Section 2 Vacation Eligibility. In order to be eligible to accrue paid vacation in accordance with the above schedule, an employee must be paid for at least 150 hours during the preceding month of employment. Vacation time earned in the first year of service shall be taken during the second year of service.

Section 3 Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 4 Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference with each work unit being made on the basis of an employee's length of continuous service with the Department, provided an employee has submitted his/her vacation request for the upcoming "Vacation Year" between February 15 and March 7. For the purpose of submitting vacation requests only, the "Vacation Year" shall be from April 1 through the following March 31. An employee's vacation requests for the upcoming Vacation Year should be

submitted between February 15 and March 7. During the 15-day period immediately preceding the start of a new Vacation Year, the Village will attempt to resolve conflicts among vacation requests submitted between February 15 and March 7 for such vacation year on the basis of employee seniority. Employees will normally be notified of the status of such vacation requests by April 1 of the new Vacation Year. Vacation requests during the bidding process only (between February 15 and March 7) must be bid in minimum blocks of three consecutive work days. No bids will be accepted from March 8 through March 14. No later than March 12, schedules with these bids will be posted in the roll call room.

Vacation requests which are received after March 15 will be considered in the order in which received, regardless of length of service with the Department, and employees will be notified of the status of such requests as soon as possible. The annual protocol for submission of non-bid leave requests in the Patrol Bureau shall be specified by the Police Chief or his designee in accordance with the memorandum template attached hereto as Appendix C. Scheduled vacations will not be arbitrarily and unreasonably canceled by the Village.

Notwithstanding the foregoing, it is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief in order to insure the orderly performance of the services provided by the Village.

Section 5 Limitation on Accumulation of Earned Time Off for Vacation, and Holidays. Earned vacation days and holidays shall normally be taken within one year after they are earned. A maximum of 30 days (240 hours) may be carried over to the next twelve month period (*i.e.*, December 1 through the following November 30). The determination of the maximum of 30 days (240 hours) shall be made as of December 31 based on the leave accrued memorandum for the period ending November 30 and issued to employees during December, less any such time taken during the month of December. If the number of accumulated hours based on said memorandum less any such time taken during the month of December is in excess of 240 hours, it shall be forfeited and not carried over to the next twelve month period year unless specifically authorized in writing on or before December 31 by the Village Manager.

ARTICLE XI

HOLIDAYS

Section 1 Employees Assigned to the Operations Division. In lieu of holidays, all employees assigned to the Operations Division shall receive 12 days off per calendar year, said days to be scheduled with the approval of the Police Chief or his designee. In order to be eligible to receive pay for any of the 12 scheduled days off the employee must work his full scheduled day before and after the scheduled day off unless proof of sickness or excusable absence is established to the satisfaction of the Police Chief. An employee who is employed for less than a full calendar year shall receive holidays on a pro rata basis based on the number of holidays observed by the Village during the portion of the year that the employee is employed. If an employee who leaves the Village's employ prior to the end of the calendar year has taken more holidays than he is entitled to on a pro rata basis, an adjustment shall be made in his final paycheck.

Section 2 Holiday Pay. An employee who is actually present and works his or her entire scheduled shift on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and/or New Year's Day shall earn (paid or received compensatory time at their discretion) double time for all hours worked on such holiday.

In order to be eligible for the additional half-time holiday pay described above, all or a majority of the officer's work hours must fall on the date of the holiday, and the employee must work his or her full scheduled day before and after the holiday, unless proof of sickness or excusable absence is established to the reasonable satisfaction of the Police Chief or his designee. (*E.g.*, an officer who begins a shift at 10:30 pm on Wednesday evening before Thanksgiving Day will be eligible for such holiday pay, but an officer who begins working at 10:30 p.m. on Thanksgiving will not be eligible for holiday pay under this paragraph.)

Section 3 Employees Assigned to the Administrative Division. Employees who are assigned to the Administrative Division shall be eligible to receive ten designated holidays and two floating holidays per calendar year. The ten designated holidays and the days on which they will be observed will be designated annually by the Village Manager.

In order to be eligible for holiday pay, an employee must work or be paid as if worked in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday, unless proof of sickness or excusable absence is established to the reasonable satisfaction of the Police Chief or his designee.

ARTICLE XII

SALARIES AND OTHER COMPENSATION

Section 1 Salaries. Effective May 1, 2014, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Annual</u>
1	\$59,152
2	\$68,414
3	\$71,816
4	\$75,386
5	\$79,135
6	\$83,126
7	\$87,209
8	\$91,551

Effective May 1, 2015, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Annual</u>
1	\$60,631
2	\$70,124
3	\$73,611
4	\$77,270
5	\$81,114
6	\$85,205
7	\$89,389
8	\$93,840

Effective May 1, 2016, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Annual</u>
1	\$62,146
2	\$71,877
3	\$75,451
4	\$79,202
5	\$83,141
6	\$87,335
7	\$91,624
8	\$96,186

Section 2 Step Increments. Advancement from the Step 1 to Step 2, from Step 2 to Step 3, from Step 3 to Step 4, from Step 4 to Step 5, and from Step 5 to Step 6 shall be at six month intervals; advancement from Step 6 or higher to the next higher step shall be at yearly intervals. To be eligible for

step advancement beyond Step 2 the employee must meet departmental standards during the prior evaluation period.

If the Village hires a law enforcement officer with prior experience in Illinois, it may start such individual at Step 1 through 4, depending upon the Village's consideration of the individual's prior law enforcement experience. Thereafter, step advancement shall be as set forth in the prior paragraph of this Section. In addition, the length of the probationary period shall be unaffected by step placement. Likewise, seniority shall be based upon date of hire as a police officer with the Village, regardless of prior experience or step placement.

Section 3 Longevity Pay. Employees on the active payroll with continuous unbroken service with the Village in a position covered by this Agreement shall receive annual longevity pay in accordance with the following schedule:

<u>Years</u>			
5 years but less than 10	\$ 900	\$ 900	\$ 900
10 years but less than 15	1,000	1,000	1,000
15 years but less than 20	1,100	1,100	1,100
20 years or more	1,600	1,600	1,600

Longevity will be paid in November of each year. Employees will receive their full longevity amount based upon the number of years completed as of October 31 of the current year. Appropriate federal and state taxes will be withheld from the longevity check.

Section 4 Disability Benefits. Disability benefits will be paid in accordance with applicable State law. Notwithstanding any other provision in this Agreement, no sick leave, vacation or holidays will be accrued or earned while on disability leave for any period of time which extends beyond 12 months.

ARTICLE XIII

INSURANCE

Section 1 Comprehensive Medical Program. A comprehensive medical program (including one or more HMO alternative(s) selected by the Village) will be provided during the term of this Agreement. Effective May 1, 2008, employees shall be covered by the same medical program as other full-time, non-represented Village employees. Thereafter, the Village reserves the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are substantially similar. During the term of this Agreement, employees may elect appropriate coverage in one of the health plans offered by the Village during the enrollment period established by the Village.

An employee who elects single coverage, i.e. employee coverage only, under the Village's comprehensive medical program or an HMO shall pay ten percent of the monthly premium for employee coverage under the Village's comprehensive medical program through semi-monthly payroll deductions. An employee who elects family coverage, i.e. coverage for the employee and his/her eligible dependents, under the Village's comprehensive medical program or an HMO shall pay ten percent of the monthly premium for family coverage under the Village's comprehensive medical program through semi-monthly payroll deductions. Effective May 1, 2015, employees who elect single or family coverage under the Village's comprehensive medical program or an HMO shall pay 12% of the monthly premium for the applicable coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions.

The amount of an employee's applicable monthly medical insurance premium contribution during the term of this Agreement shall not exceed the amount of the applicable monthly insurance premium required of other regular full-time non-represented Village employees generally.

A dental plan shall be offered during the term of this Agreement, with the Village paying the entire cost for single coverage. The employee shall have the option of obtaining dependent or family coverage by paying the applicable monthly premium through payroll deduction. The Village shall have the right to change dental plans, including dental plan providers, during the term of this Agreement so long as the dental plan offered to employees in the bargaining unit is the same as the plan available to other regular full-time non-represented Village employees generally.

Section 2 Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend

admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 3 Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement; provided, however any employee who has a question concerning coverage may present it to the Village's Personnel Director and the Personnel Director, in turn, shall make appropriate inquiry and advise the employee of the status of the matter.

Section 4 Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 5 Life Insurance. The Village will provide during the term of this Agreement, at no cost to the employee, term life insurance in the amount of the employee's annual salary, up to a maximum of \$50,000. Coverage will be computed at the next higher even thousand dollars unless the employee's salary is an even thousand amount, subject to the \$50,000 cap. The Village retains the right to change insurance carriers or to self-insure this benefit so long as the amount of the coverage is maintained.

Section 6 Section 125 Plan. The Section 125 Plan which permits employees to tax shelter the amounts that they contribute toward the premium cost of the foregoing health and dental insurance shall be continued during the term of this Agreement.

Section 7 Retiree Insurance. This Section shall only be applicable to bargaining unit employees who voluntarily retire during the term of this collective bargaining agreement and receive a pension pursuant to the Policemen's Pension Fund, 40 ILCS 5/3-101 et seq. Such employees who, upon retirement, elect to maintain coverage for themselves and their eligible spouse but require no coverage for dependent children, will be allowed to take and pay for two full single insurance premiums under the Village's comprehensive medical program referred to in Section 1 of this Article until the retired employee reaches age 65 or terminates coverage, whichever comes first. The Village shall have no obligation to make premium contributions for retired employees covered by this Section, except as otherwise provided in Article IX, Section 1 (Sick Leave).

ARTICLE IV

MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Chapter recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE XV

DISCIPLINARY APPEALS

Section 1 Written Warnings, Written Reprimands and Suspensions Up to 30 Days. The Chief of Police (or the Chief's designee) may issue, written warnings, written reprimands or suspend non-probationary employees for up to 30 days. Non-probationary employees will not be disciplined without just cause. Punitive disciplinary measures towards non-probationary employees will be administered in progressive steps when the misconduct exhibited is similar in nature. However, nothing in this Agreement shall preclude the use of a more stringent level of discipline if the severity of the offense warrants. The sole recourse for appealing such disciplinary action shall be for the employee who is the subject of the disciplinary action to file a grievance under Article V. It is expressly agreed that the employee shall have no right to appeal any disciplinary action to the Village Board of Fire and Police Commissioners. Written warnings and reprimands shall not be subject to the grievance procedure, or to appeal to the Village Board of Fire and Police Commissioners. In accordance with Article V, no grievance may be referred to arbitration without the express written approval of the Chapter.

Section 2 Dismissal. Should the Chief of Police (or the Chief's designee) seek the dismissal of a non-probationary employee, the Police Chief or the Chief's designee shall serve written notice of the charges and proposed dismissal upon the employee involved and file a complaint with the Village Board of Fire and Police Commissioners. Unless the employee makes a timely and irrevocable election to refer the proposed discipline to arbitration, as described herein, the employee's appeal shall be governed by the rules and regulations of the Village Board of Fire and Police Commissioners.

- A) If the employee elects to file a grievance as to the proposed disciplinary action, the grievance shall be processed in accordance with Article V of this Agreement, except that it shall be filed at Step 4 of the procedure. Once the employee notifies the Village of his decision to have the appeal heard through the grievance and arbitration procedure, the decision of the Police Chief or the Chief's designee with respect to the disciplinary action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. In accordance with Article V, no grievance filed under this section may be referred to arbitration without the express written approval of the Chapter. If the arbitrator determines that the disciplinary action is not supported by just cause the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator. Once the employee notifies the

Village of his decision to have the appeal heard through the grievance and arbitration procedure, the decision of the Police Chief or the Chief's designee with respect to the disciplinary action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. If the arbitrator determines that the disciplinary action is not supported by just cause the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator.

- B) Irrevocable Election of Appeal Procedure. Should an employee choose to appeal to arbitration, the employee shall notify the Village of his election in writing within ten calendar days of receiving the Police Chief's written notice of dismissal. It is agreed that the employee's option to appeal either to the Board of Fire and Police Commissioners or through the grievance and arbitration procedure is mutually exclusive and that no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners, and that no relief shall be available under the Board of Fire and Police Commissioners' appeal process with respect to any matter which, at the employee's option is appealed to the grievance and arbitration procedure set forth in Article V of this Agreement. If the Board of Fire and Police Commissioners determines that there is or is not just cause for dismissal, it retains the disciplinary and remedial authority, whichever is applicable, set forth in its rules and regulations and 65 ILCS 10-2.1-17.

Section 3 Finality of Decision and Judicial Review. The decision of an arbitrator or the Board of Fire and Police Commissioners, whichever is applicable, with respect to any such disciplinary action shall be final and binding on the employee, the Chapter, and the Village, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option elected, i.e.:

- A) Board of Fire and Police Commissioners option: Any appeal of a Board of Fire and Police Commissioners decision shall be in accordance with the provisions of the Administrative Review Act as provided by the Board of Fire and Police Commissioners Act, 65 ILCS Section 1--2.1-17.
- B) Arbitration option: Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either 65 ILCS § 10-2.1-17, or the Rules and Regulations of the Village Board of Fire and Police Commissioners.

ARTICLE XVI
MISCELLANEOUS

Section 1 Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 2 Medical Examinations. All employees are required to undergo a medical examination every two years after reaching age 21 on odd year birth dates. Stress tests and/or a heart scan will also be administered to all such employees 35 years of age or older and those under that age where the medical examination indicates the need for a stress test and/or heart scan. In addition to the above, if there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. All such examinations/tests shall be at the Village's expense.

If the Village determines that an employee is not fit for duty after receiving the results of any of the above examinations/tests, the Village may direct appropriate remedial action and/or place the employee on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days). If an employee is involuntarily placed on sick leave/medical leave, the employee may utilize the grievance procedure set forth in the agreement to grieve whether the Village acted arbitrarily in taking such action.

Section 3 Application of Agreement to Task Force and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are voluntarily assigned to a Multi-Jurisdictional Task Force ("Task Force") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of the Task Force applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VIII (Hours of Work and Overtime) of this Agreement.

Section 4 Precedence of Agreement. If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance or the specific provisions contained in the Village's Personnel Policy and Procedure Manual which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 5 Employee Rights. Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officer Bill of Rights as set forth in 50 ILCS 725/1 et seq. An alleged violation of the Peace Officers Bill of Rights relating to discipline that is appealed under the grievance procedure may be raised in such grievance, provided that if the discipline is appealed to the Board of Fire and Police Commissioners, then an alleged violation of the Bill of Rights shall not be subject to the grievance procedure.

At the Employee's specific request, a Chapter representative will be allowed to attend any investigatory interview which the employee reasonably believes may lead to discipline of the employee. The employee may not delay the interview by insisting on any particular Chapter representative. It is not the intent of the parties to convert such meeting into adversarial proceedings. The role of the Chapter representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The provisions of this paragraph do not apply to meetings at which discipline is simply to be administered.

Section 6 Drug and Alcohol Testing. The Village may require applicants to submit to a urinalysis test and/or other appropriate test as part of a pre-employment medical examination and may also require employees to submit to a urinalysis test and/or other appropriate test as part of the biennial medical examination or if the Village determines there is reasonable suspicion that the employee has been using alcohol and/or drugs as defined in paragraph (c) hereof. Any such tests shall be at a time and place designated by the Village and shall be at the Village's expense. If an employee is directed to take such a test based on reasonable suspicion, the Village shall provide the employee, upon request, with a written statement of the basis for the Village's reasonable suspicion within 48 hours of the request. There shall be no random testing. The term "other appropriate test" shall not include Breathalyzer tests conducted by the Village's Police Department.

(a) The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. For alcohol, the test shall be deemed positive if it is .02 or above. An initial positive test result shall not be submitted to the Village unless the confirmatory test result is also

positive as to the same sample. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall be destroyed if received in writing. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

(b) A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

(c) Use of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination (subject to any appeal right an employee may have under Article XV). Issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.), may be grieved beginning at Step 3 in accordance with the grievance and arbitration procedure set forth in this Agreement and the parties agree to expedite the processing of any such grievance.

(d) Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has been given pursuant to the foregoing provisions) shall be held strictly confidential by the Employee Assistance Program and no one in the Police Department shall be informed of any such request or any treatment that may be given unless the employee consents to the release of any such information, except that the Police Chief may be informed of the request for assistance when necessary to accommodate scheduling needs or when deemed necessary by the professional providing the assistance.

(e) Unless there are circumstances warranting discipline in the first instance of testing positive for alcohol, such employee shall be referred to the EAP with no discipline.

(f) The Village shall indemnify and hold harmless the Chapter, its officers and agents from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the Village under this section in connection with the drug or alcohol testing of employees.

Section 7 Quartermaster System. The existing quartermaster system shall remain in effect until October 2014. Effective on or around October 15, 2014, the Department will make available at least two vendors for purchase of approved items through the quartermaster system. Effective May 1, 2008, each uniformed employee shall be allotted \$500 per fiscal year, which said amount shall be increased to \$550

effective May 1, 2009, and to \$600 effective May 1, 2010. If an employee turns in a damaged/worn out vest or leather coat, it will be repaired or replaced by the Village at the Village's expense and the cost will not be charged against the employee's allotment. In order to receive reimbursement, the employee must submit vouchers evidencing purchase of uniforms.

During an employee's first year of employment, the Village shall provide the employee with a complete initial issue of uniforms (excluding weapon) at no expense to the employee. After completion of the first year of service an employee shall be eligible for the above uniform allotment (pro rata if less than a full fiscal year). Example: If an employee completes his first year of service on November 1, the employee shall have a uniform allotment based on 50% of the applicable allotment for the fiscal year in question.

Section 8 Annual Equipment Allowance. Each bargaining unit employee will receive a \$300 equipment allowance payment, payable during May of each new calendar year.

Section 9 Detective Clothing Allowance. Each employee assigned as a detective shall be paid a clothing allowance of \$1,000 per fiscal year (pro rata if assigned as a detective for less than a full fiscal year), one-half to be paid in May and the other half in November. In order to receive reimbursement, the employee must submit vouchers evidencing purchase of clothing.

Section 10 Access to Personnel File. Except for confidential material which, by law, an employer is not required to make available, an employee shall have the right, upon reasonable request, to review the materials in his official personnel file, provided that no document shall be marked, altered or removed. If a request is made, the employee shall reimburse the Village for the reasonable cost of copying any such documents. Nothing herein shall require the Village to collate or compile any information.

Effective for events occurring after the date this Agreement is ratified by both parties, all personnel records shall be placed in an employee's personnel file within a reasonable time from the occurrence of the event to which the records relate, provided that this provision shall not be applicable to ongoing disciplinary, security or criminal investigations where a premature disclosure of the records would compromise the investigation, unless and until the employer takes adverse personnel action (excluding suspension with pay pending the completion of an investigation) based on information in such records.

Effective the day after this Agreement is ratified by both parties, if any document is placed in an employee's personnel file that is adverse to the employee, the employee shall be provided with a copy of said document. The employee shall have 20 days thereafter to submit a written rebuttal to any such document and if a timely written rebuttal is submitted it shall be attached to the document in question. With respect to documents adverse to the employee that were placed in an employee's personnel file prior

to the date this Agreement is ratified by both parties, the employee shall have 30 days from the date this Agreement is ratified to request access to the file and 20 days after being provided access to such file to submit a written rebuttal.

An employee may request the removal of a written warning from their personnel file, and the Village shall grant such request, provided at least three years have elapsed from the date of such discipline, and the employee has not subsequently engaged in the same or similar misconduct. Suspensions, written reprimands and discipline relating to harassment or discrimination shall not be removed from an employee's personnel file, however.

Section 11 Deferred Compensation. The employees covered by this Agreement shall be eligible to participate in any deferred compensation program that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

Section 12 Credit for Village Service in Non-Bargaining Unit Positions. If a Village employee is employed by the Village full time in a non-bargaining unit position and is subsequently employed in a position covered by this Agreement without any break in the continuity of the Village service, the employee shall be credited for such prior full-time Village service in determining eligibility for the number of vacation days and the amount of longevity pay and be credited for the number of sick leave days accrued. Prior Village service in the non-bargaining unit position which is not continuous (i.e. there is a break in the employee's Village employment between the time he was employed in a non-bargaining unit position and the time he is employed in a position covered by this Agreement) may, at the sole discretion of the Village, be credited in determining eligibility of the number of vacation days and the amount of longevity pay.

Section 13 Tuition Reimbursement. Employees may continue to participate in the Village's tuition reimbursement program during the term of this Agreement to the extent and on the same terms as other Village employees, provided that all courses necessary to complete an Associate Degree in law enforcement shall be reimbursed at the rate of 100% and all courses necessary to complete a B.S. degree in law enforcement shall be reimbursed at the rate of 50% of the tuition cost. All requests for reimbursement must be submitted on forms provided by the Village. All courses that are required to obtain an Associate Degree in law enforcement or a B. S. in law enforcement shall be reimbursed if the degree program in question has been pre-approved and the employee presents proof of tuition payment and receipt of the grade "C" or better for the required course or courses. Only a course which is not part of a previously approved degree program must be pre-approved before taking the course.

Section 14 Light Duty. The Village may require an employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) to return to work in an available light duty

assignment that the employee is qualified to perform, provided the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities with six months.

An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not be arbitrarily and unreasonably denied, provided that the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

Unless the Village's needs require otherwise, the hours of work for an employee with a light duty assignment shall normally be their regular working hours and shift (unless the physician specifies a shorter work week).

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to place the employee on medical leave.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village reasonably determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the employee or Pension Board in dealing with an employee on a disability pension.

ARTICLE XVII

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XVIII

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the prompt request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, section or portion of this Agreement.

ARTICLE XIX

DURATION AND TERM OF AGREEMENT

Termination in 2017. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 120 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 75 days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties.

Executed this ____ day of _____, 2014.

VILLAGE OF ARLINGTON HEIGHTS

METROPOLITAN ALLIANCE OF POLICE
ARLINGTON HEIGHTS POLICE CHAPTER
#510

President

Representative

Village Clerk

Representative

Joseph Andalina, Pres. MAP

SIDE LETTER

General Order 1.5 Use of Force – Shootings Involving Police Officers

The Department agrees that the parts of General Order 1.5 relating to Shootings Involving Police Officers will be maintained as minimum standards through the term of this Agreement. Should the recommended minimum standards change during this time period, the Department will utilize the best practices available for the minimum standards. In particular, the following will not be changed during the term of this Agreement without first discussing proposed changes at a Labor-Management meeting:

- Officers involved in a deadly force incident will not be interviewed until experiencing a minimum of two sleep cycles. Officers may be interviewed sooner than two sleep cycles if the officer's legal counsel determines the officer could provide a complete statement.
- Officers will not discuss the deadly force incident with anyone other than their legal counsel prior to making any statements.
- Whenever an officer discharges a firearm that results in serious physical injury or death to another person within the jurisdictional limits of the Village of Arlington Heights he/she shall:
 - a. Remain on the scene until the arrival of a supervisor, unless the officer requires emergency medical care
 - b. Answer the "Supervisor's Public Safety Questions on Scene of a Deadly Force Incident"
 - c. Not make any statements or discuss the incident with any other Department personnel, including command officers, until the officer speaks with legal counsel.
- An officer witnessing the employment of deadly force, or participating in the event, may be directed to follow these procedures by the scene supervisor, as determined by their level of involvement.
- The On-Duty Patrol Bureau Supervisor shall be immediately notified and be responsible for assigning an officer to accompany the involved officer(s) to a hospital for medical examination.
- The On-Duty Patrol Bureau Supervisor shall instruct and question the officer employing deadly force according to the "Supervisor's Public Safety Questions on Scene of a Deadly Force Incident." Unless the supervisor determines clarification of an officer's response to the public safety questions is necessary, the supervisor will not ask the officer additional questions.
- Any officer whose actions or use of force results in death or serious physical injury to another person shall be removed from line duty pending an administrative review of the incident. The Chief of Police, at his discretion, may place the officer on Administrative Leave or Temporary Administrative Duty. An officer so assigned will remain available for official department interviews regarding the application of deadly force, refrain from public discussion of the incident, and be subject to recall for duty at any time by the Chief of Police.
- Any officer using force that results in serious physical injury or death will be required to attend a minimum of three sessions of counseling with a State Licensed Psychiatrist provided by and at the expense of the Village. Consultation with the psychiatrist will afford the officer the opportunity for "debriefing" and the content of any such meeting will be completely confidential. The first session will take place immediately, or as soon after the incident as practical. The remaining two sessions will take place at six month intervals after the conclusion of the initial session as the Department recognizes symptoms of post-traumatic stress may not become apparent until some time after the traumatic incident.

**APPENDIX 'D' - SUPERVISOR'S PUBLIC SAFETY QUESTIONS ON SCENE
OF A DEADLY FORCE INCIDENT**



**ARLINGTON HEIGHTS POLICE DEPARTMENT
SUPERVISOR'S PUBLIC SAFETY QUESTIONS ON SCENE
OF A DEADLY FORCE INCIDENT**

Supervisor's Public Safety Questions on Scene of a Deadly Force Incident

Officer, we are required by policy to complete a public safety statement. Due to the immediate need to take action, you do not have the right to wait for legal or union representation before answering these limited questions.

1. Are you injured?
Click here to enter text.
2. If you know anyone who was injured, what is his or her location?
Click here to enter text.
3. In what direction did you fire your weapon(s)?
Click here to enter text.
4. If any suspects are at large, what are their descriptions?
Click here to enter text.
5. What was their direction of travel?
Click here to enter text.
6. How long ago did they flee?
Click here to enter text.
7. For what crimes are they wanted?
Click here to enter text.
8. With what weapons are they armed?
Click here to enter text.
9. Does any evidence need to be preserved?
Click here to enter text.
10. Where is it located?
Click here to enter text.
11. Did you observe any witness(es)?
Click here to enter text.
12. Where are they?
Click here to enter text.

Officer, in order to preserve the integrity of your statement, I order you not to discuss this incident with anyone, including other supervisors or staff officers. You are directed to speak to your legal representative prior to making any further statements regarding this incident.

APPENDIX A

**METROPOLITAN ALLIANCE OF POLICE
ARLINGTON HEIGHTS POLICE CHAPTER #510**

I, _____, hereby authorize my Employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Chapter, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties.

Signed _____

Date: _____

Address _____

City _____

State _____ Zip _____

Telephone _____

Please remit all dues deductions to:

Metropolitan Alliance of Police

215 Remington Blvd., Suite C

Bolingbrook, IL 60440

APPENDIX B

Canine Officer Agreement

The canine officer shall perform the following duties relative to his/her assigned canine during the course of his/her duty shift:

Exercise Grooming
Feeding (one meal)
Training
Veterinarian routine checkups and shots
Procuring food and supplies

The officer shall be allowed four hours off per week, with pay, for the following at-home outside work activities with his/her assigned canine:

1. Cleaning the canine's kennel or other place where the canine is kept and cleaning up after the canine.
2. Feeding (one meal on on-duty days; two meals on off-duty days)
3. Exercise on off-duty days
4. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceed the four hours per week allowance for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week, in order to receive any further compensation.

Officer	Date
Chief of Police	Date

APPENDIX C

NON-BID LEAVE REQUESTS

As a reminder, non-bid leave requests will be accepted on the first day following the conclusion of the vacation bidding period in the same manner as past years. The following protocol shall apply to all sworn officers assigned to the Patrol Bureau:

- Requests for leave time while assigned to work the B-shift (0630-1500) will be accepted commencing at 0630 hours on March 16 each year.
- Requests for leave time while assigned to work the C-shift (1430-2300) will be accepted commencing at 1430 hours on March 16 each year.
- Requests for leave time while assigned to work the A-shift (2230-0700) will be accepted commencing at 2230 hours on March 16 each year.
- Numbers (1, 2, 3, etc.) will be taped to chairs in the roll call room and will be used to determine the order in which leave requests are accepted. First come, first serve. Reserving chairs with items of clothing or other means shall not be permitted. You must be sitting in the chair to hold that position.
- On-duty personnel shall not be permitted to sit in queue, but may request leave time (as manpower and call volume permits) to do so.



Item: IAFF CBA 2014-2017

Department: Legal/Fire

A new collective bargaining agreement with the Arlington Heights Firefighters Association, Local 3105, I.A.F.F. is attached for approval. This new agreement was reached after six bargaining sessions utilizing the Interest Based Bargaining (IBB) process, which we have been using since 1999. Both sides again found the IBB process to be a significant improvement over traditional collective bargaining. The new agreement is for three years, with an expiration date of April 30, 2017. This Agreement has been ratified by the Firefighters.

There are only a few significant changes from the previous contract. The parties agreed to the following increases: 2.5% on May 1, 2014, 2.5% on May 1, 2015 and 2.5% on May 1, 2016. Beginning May 1, 2015, employees will pay 12% of their insurance premium contribution, which is an increase from the 10% employees currently pay. Employees will also receive an increase in their Uniform Allowance from \$150 to \$300. In addition, consistent with settlements for the last several contracts with the IAFF, the members will receive a signing bonus of \$300.

If any Board member has any questions at the meeting about the contract, a Closed Session should be requested for the purpose of discussing collective bargaining matters.

RECOMMENDATION

The Administration recommends approval of the Ordinance Approving an Agreement between the Village of Arlington Heights and the Arlington Heights Firefighters Association, Local 3105, I.A.F.F.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:**Description**[Approval of IAFF contract](#)[Collective Bargaining Agreement 2014-2017](#)**Type**

Ordinance

Agreement

AN ORDINANCE APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS
AND THE ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

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

SECTION ONE: A certain agreement by and between the Village of Arlington Heights and the Arlington Heights Fire Fighters Association, Local 3105, I.A.F.F. related to the conditions of employment for the years 2014 to 2017 for certain firefighters of the Arlington Heights Fire Department, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

SECTION THREE: 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 5th day of May, 2014.

Village President

ATTEST:

Village Clerk

AGREEMENT

Between

VILLAGE OF ARLINGTON HEIGHTS

And

**ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.**

2014-2017

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AGREEMENT

This Agreement is made and entered into by and between the Village of Arlington Heights (hereinafter referred to as the “Village”) and Local 3105, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the “Union”).

It is the intent and purpose of this Agreement to set forth the parties’ agreement with respect to the rates of pay, hours of employment, fringe benefits, and all other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt, impartial, and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Village recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time firefighters below the rank of Fire Marshall and Fire Captain, but excluding all sworn full-time firefighters in the rank of Fire Marshall and Fire Captain and above, Fire Commanders, any employees excluded from the definition of “firefighter” as defined in Section 1603(g)-(l) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended. Notwithstanding the foregoing, if an employee holds a full-time position as Director of Paramedic Services, he shall be excluded from the bargaining unit.

ARTICLE II

NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, handicap, or Union membership or non-membership. Any dispute concerning the interpretation and application of this paragraph with respect to alleged discrimination because of race, sex, age, religion, creed, color, handicap, or national origin shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE III

DUES CHECKOFF AND UNION RIGHTS

Section 1. Dues Checkoff. The Village will deduct from each employee's first two paychecks each month the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount twice each year during the life of this Agreement by giving the Village at least 30 days' notice in writing of any change in the amount of the uniform dues to be deducted. The Village shall remit the total amount of the dues deducted, together with a list of the employees from whom dues have been deducted, to the person designated by the Union in writing not later than 15 days after the issuance of each paycheck from which dues have been deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 2. Fair Share. During the term of this Agreement, employees who are not members of the Union shall, commencing 30 days after their employment or 30 days after the effective date of this Agreement or 30 days after they have rescinded any dues authorization pursuant to Section 1 of this Article, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union at the same intervals as Union dues are remitted. The Union may change the amount of the fair share fee at the same intervals as it may change the fixed, uniform amount of dues deducted under Section 1 of this Article, by giving the Village at least 30 days notice in writing of any change in the amount of the fair share fee to be deducted. The Union shall periodically submit to the Village a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v.

Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors.

Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same in accordance with applicable law.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3. Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any

written checkoff authorization furnished by the Union under any of such provisions. This indemnification provision shall not extend to errors that are solely the fault of the Village.

Section 4. Union Use of Bulletin Board. The Village will make available space for a bulletin board (not to exceed 3 ft. by 3 ft.) in each station for the posting of official Union notices of a non-derogatory or non-partisan political nature. The Union will limit the posting of Union notices to such bulletin board and shall be responsible for maintaining its bulletin boards. The Village shall notify the Union of any materials posted on Union bulletin boards which the Village believes do not comply with the provisions of this Section.

ARTICLE IV

LEAVES OF ABSENCE

Section 1. Sick Leave. An employee shall be granted one day of sick leave for each full calendar month that an employee is on the active payroll, provided that sick leave credit for any employee shall not exceed 240 sick leave days at any one time. Sick leave shall be allowed only in cases when the employee is actually sick or disabled, there is illness in the employee's immediate family (including birth of a child) or, with the approval of the Fire Chief or his designee, to attend appointment with a doctor or dentist. For purposes of accruing and using sick leave days, a sick leave day for employees assigned to 24-hour shifts shall be 12 hours; for employees assigned to 7.5-hour shifts, a sick leave day shall be 7.5 hours. An employee's accumulated sick leave hours shall be made available upon reasonable request by calling/writing the Deputy Chief's office.

In the event an employee is unable to work due to illness, he must inform his supervisor prior to the start of the scheduled work day in accordance with any rules and regulations that may be in effect governing such notification.

In order to receive pay for a sick leave day that occurs immediately before or immediately after any other regularly scheduled paid day off the employee must establish proof of sickness to the reasonable satisfaction of the Fire Chief or his designee.

It is specifically agreed that the Village retains the right to audit, monitor, and/or investigate sick leave usage and, if an employee is suspected of abuse, or if the employee has prolonged and/or frequent absences, to take corrective action, including such actions as discussing the matter with the employee, requiring that the employee seek medical consultation, instituting sick leave verification calls (for employees suspected of abuse, including employees who are frequently absent), and/or taking disciplinary action, including dismissal.

For an employee to be suspected of abuse, it means that the employee has:

- a. had more than four sick leave occurrences in a 12 month period, and/or
- b. had more than three sick leave occurrences tied in to a scheduled day off (*e.g.* a Hanson Day, a vacation day, a duty trade day) in a 12 month period, and/or
- c. had more than two sick leave occurrences either tied to a specific event or condition or demonstrating any pattern of calling in sick in a 12 month period. (*e.g.* hot drills, haz mat training, tower rescue, extremely hot day, etc.), and/or
- d. used sick leave for secondary employment or any other inappropriate uses on any occasion (*e.g.* going to a Bears game after calling in sick with the flu, playing in a baseball game after calling in sick with a sore ankle, etc.)

(Occurrence means each single event of calling in sick whether it be for two hours, 24 hours, or more [an illness that requires being off for two duty days in a row is one occurrence])

Employees suspected of sick leave abuse will not be disciplined. An employee meeting any of the above criteria who is found to have abused sick leave may receive progressive discipline in accordance with the current collective bargaining agreement and the General Orders of the Fire Department, up to and including dismissal; provided, however, that in cases of flagrant abuse (see paragraph d above), it is not necessary to use progressive discipline.

With regard to an employee suspected of sick leave abuse, should the Fire Chief, or designee, order an employee to obtain an examination to determine that employee's illness and/or fitness for duty, the medical expense, including that employee's time, shall be borne by the Village.

For retirements occurring on or after the date this Agreement is ratified by both parties, an employee who receives a pension pursuant to the Firefighters' Pension Fund (40 ILCS 5/4-101 et seq.) will receive one month's continued coverage under the Village's Comprehensive Medical Program (Article XII, Section 1) for each eight days of unused sick leave that the employee has at time of retirement, provided that effective May 1, 2013 this shall change to one month's continued coverage for each six days of unused sick leave that the employee has at time of retirement.

Sick leave may not be used for absence due to a work-related injury for which compensation has been provided to the employee under the Worker's Compensation Act. If an employee's illness or injury exceeds the amount of available sick leave, the employee may elect to use earned but unused paid time off.

Section 2. Funeral Leave. In the event of a death in the employee's immediate family, an employee assigned to 24 hour shifts will be granted up to two shift days of leave without loss of pay for the purpose of attending the funeral; provided, however, an employee will still be eligible for funeral leave even though the employee does not actually attend the funeral if there are extenuating circumstances which prevent the employee from attending the funeral (*e.g.*, the employee has to stay at home to take care of children while the employee's spouse attends the funeral). Requests for extensions of one duty day for 24-hour personnel shall not be unreasonably denied, but any such days shall be charged to sick leave. Non-shift employees shall be eligible for funeral leave in accordance with the Village Employee Handbook, in existence on the date this Agreement is executed. Immediate family shall be defined as the employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 3. Emergency Leave. An employee may request up to three hours of emergency leave to attend to an emergency situation that arises in the employee's family or home during hours of work. The Fire Chief or his designee in considering a request for emergency leave shall take into account whether or not the occasion actually requires that the employee be absent from work in relationship to the needs of the Department, provided that the Fire Chief or his designee shall not arbitrarily and unreasonably deny a request for emergency leave. Additional emergency leave may be granted at the sole discretion of the Village.

Section 4. Jury Leave. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any compensation which the employee receives for jury duty or jury service shall be

retained by the employee and shall not be subtracted from the employee's regular wages. For purposes of administering this Section, the following guidelines shall be observed:

-If an employee is picked to serve as a juror for a trial on his shift day, and the trial continues to the next calendar day, the employee may go home after court without loss in pay on the duty day he serves as a juror.

-If the trial concludes or is not scheduled to resume the next day, the employee shall report for duty for the remainder of his or her shift.

-If an employee is serving as a juror in an ongoing trial, then the employee will normally be released without loss in pay at 8:00 pm on the shift day before the trial is scheduled to resume.

-If an employee is serving as a juror in a multi-day trial but court is not scheduled for his/her duty day, the employee shall report for duty.

-If an employee is summoned for jury duty, said employee shall normally be released at 0600 on such day, with no loss in pay.

Section 5. Witness Leave. An employee who is subpoenaed to testify with respect to lawsuits or administrative proceedings other than Board of Fire & Police Commission Proceedings, which the Village institutes or which arise out of the employee's employment by the Village (excluding an employee's participation in such activity at the request of the Union) shall be:

1. excused from work without loss of pay if his required participation occurs during duty hours; or
2. paid at his applicable hourly rate of pay if his required participation occurs during off-duty hours.

Any compensation which the employee receives from an outside third party for testifying in a lawsuit or administrative proceeding shall be retained by the employee and shall not be subtracted from the employee's wages(if any).

If an employee is subpoenaed at the request of the Fire Chief to testify in a hearing before the Board of Fire and Police Commission, the employee shall either be released from duty

without loss of pay or paid the applicable hourly rate of pay for all hours of required off-duty participation, whichever is applicable. If an employee is subpoenaed at the request of someone other than the Fire Chief in such a hearing, the employee shall be released from duty without loss of pay if it is necessary for him to testify during his normal duty hours; the employee shall not receive any compensation if he testifies during his off-duty hours.

If an employee is subpoenaed to testify in lawsuits or administrative proceedings which do not arise out of the employee's employment by the Village, the employee shall be permitted to comply with the subpoena by using accumulated vacation time, requesting a duty trade, or taking time off without pay. Employees who are subpoenaed by the Union to testify in lawsuits, administrative proceedings or arbitrations shall be permitted to comply with the subpoena by using accumulated vacation time, requesting a duty trade, or taking time off without pay, provided that the parties shall make every reasonable effort to schedule such hearing appearances that are within their control during non-work hours.

Section 6. Military Leave. Military leave, including reserve duty and training, shall be in accordance with applicable federal and state law. Employees who are required to attend periodic weekend military training sessions on the days on which they would otherwise be scheduled to work may use accumulated vacation time (pursuant to Article IX), request a duty trade pursuant to Article VIII, Section 8, or take time off without pay pursuant to Section 7 of this Article.

Section 7. Unpaid Leave of Absences. A non-probationary employee may request that the Fire Chief recommend to the Arlington Heights Fire and Police Commission that such employee be granted an unpaid leave of absence not to exceed one year, with the understanding that the Fire Chief will not arbitrarily and unreasonably refuse to make such a recommendation.

If the Fire Chief makes such a recommendation, it shall be subject to the approval of the Arlington Heights Fire and Police Commission and such rules and regulations as the Arlington Heights Fire and Police Commission may adopt from time to time governing same. The Fire Chief or his designee may, at the Fire Chief's sole discretion, grant a non-probationary employee up to three unpaid leaves of absence in a calendar year without seeking approval of the Arlington Heights Fire and Police Commission, provided the combined total of such leaves does not exceed 30 calendar days.

Unpaid leaves granted pursuant to Sections 4.5 (Witness Leave), 4.6 (Military Leave), 4.9 (Leave for Union President) and 14.22 (Posting of Fire Service Training Opportunities) shall be deducted from the 30 calendar day limit referred to in this Section, but shall not count as one of the three occurrences permitted under this Section. The criteria for approving or denying leaves under Sections 4.5, 4.6, 4.9 and 14.22 shall otherwise be as set forth in each of those Sections.

Section 8. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Village, provided that this provision shall not be applicable to (1) a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence as long as there is no significant expansion of such employment, (2) employment that is integrally related to the purpose of the approved leave, or (3) employment that has been approved in advance by the Village Manager in writing due to extenuating circumstances.

Section 9. Leave for Union President. Upon written request submitted to the Fire Chief at least two weeks in advance, the Union President or his designee shall be granted leave without pay for any scheduled duty day(s) that are needed to attend the State and/or National convention of the IAFF, semi-annual meetings of the Northern District of the AFFI, and semi-annual meetings of the Eighth District of the IAFF. The time that the Union President or his designee is absent from regularly scheduled hours of work while on such unpaid leave will nevertheless be counted as hours worked for the sole purpose of determining eligibility for overtime pay as provided in Article VIII, Section 5, of this Agreement.

ARTICLE V

SENIORITY, LAYOFF AND RECALL

Section 1. Definition of Seniority. Departmental seniority shall be defined as the length of service from the last date of beginning continuous full-time employment as a sworn firefighter in the Fire Department of the Village uninterrupted by termination of employment. Rank seniority shall be defined as the length of continuous full-time employment in a promoted rank uninterrupted by termination of employment. Conflicts of departmental or rank seniority shall be determined on the basis of the order of the firefighters on the Fire and Police Commission hiring or promotional list, whichever is applicable, with the firefighter higher on the applicable list being the more senior. Where the term “seniority” is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 2. Probationary Period Upon Initial Hire. All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of 12 months. During an employee’s probationary period the employee may be suspended or terminated at the sole discretion of the Village, subject to

whatever legal rights, if any, such employee may have separate and apart from this Agreement. No grievance shall be presented or entertained in connection with the suspension or termination of a probationary employee.

The probationary period may be extended, if approved by the Board of Fire and Police Commissioners, for a comparable period of time, i.e., day for day extensions in the event a probationary employee is absent and/or on leave for any reason for a total of four weeks or more during the first 12 months of employment.

Section 3. Seniority List. On or before November 1 each year, the Village will provide the Union with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within 30 calendar days after the Union's receipt of the list.

Section 4. Layoff. If the Village decides to lay off employees, the employee with the least continuous full-time employment on the affected job category (*i.e.*, Lieutenant, Firefighter II - paramedic, Firefighter II - engineer, and Firefighter I) shall be laid off first. An employee who otherwise would be laid off may bump the least senior employee in another job category if the employee is fully qualified to perform the job duties of the least senior employee in said job category.

Notwithstanding the above, in no event shall any employee be laid off who would not be laid off pursuant to the provisions of 65 ILCS 5/10-2.1-18. For purposes of determining which employee(s) will actually be laid off, Firefighter II - paramedic, Firefighter II - engineer, and Firefighter I shall be all considered the rank of firefighter. After any bumping as provided above, the last hired firefighter shall be the first laid off.

Section 5. Recall. Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are on the recall list shall be given up to 21 calendar days to report back to work from date of receipt of the notice of recall (provided that the Fire Chief for good cause shown may extend the number of days to 28), provided that the employee must notify the Fire Chief or his designee of his intention to return to work within seven days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged for just cause;
- (c) retires or is retired;
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence (other than a continuation of employment that the employee had prior to going on an approved leave of absence);
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- (f) is laid off and fails to notify the Fire Chief or his designee of his intention to return to work within seven days or to report for work within 21 days after having been recalled;

- (g) does not perform work for the Village (except for military service or an established work related injury compensable under workers' compensation or employees receiving disability pension) for a period in excess of 12 months.

Section 7. Seniority Adjustments. Seniority shall be interrupted in the event an employee is placed on a non-duty disability pension exceeding 30 calendar days, granted an unpaid leave of absence exceeding 30 calendar days, or is laid off. When an employee returns from a non-duty disability exceeding 30 calendar days, unpaid leave of absence exceeding 30 calendar days, or a layoff, his seniority shall be his length of service up to the date of layoff, disability or beginning of the unpaid leave of absence. Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers compensation or disability pension benefits for a work related injury.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement. Employees shall have the right to authorize in writing the Union to file and process grievances on their behalf, or to file grievances without the intervention of the Union.

Section 2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee's (in most cases, the Commander) immediate supervisor outside the bargaining unit, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than 14

calendar days from the date of the first occurrence of the matter giving rise to the grievance or within 14 calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response including the reasons therefor to the grievant within seven calendar days after the grievance is presented.

- STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Fire Chief, or his designee, within seven calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Deputy Fire Chief, or his designee, shall provide a written answer including the reasons therefor to the grievant within seven calendar days after the grievance is appealed to Step 2.
- STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Fire Chief within seven calendar days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven calendar days with the grievant and no more than two authorized representatives of the Union at a time mutually agreeable to the parties within said seven day period. The Fire Chief or his designee may invite one other non-bargaining unit employee to be present at such meeting. If no settlement of the grievance is reached, the Fire Chief, or his designee, shall provide a written answer including the reasons therefor to the grievant and the Union within seven calendar days following their meeting.
- STEP 4: If the grievance is not settled at Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven calendar days after receipt of the Village's answer at Step 3. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and a Union representative(s) within 14 calendar days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer including the reasons therefor to the grievant and Union within 14 calendar days following the meeting.

Section 3. Bypassing Steps. The parties may by mutual agreement in writing agree to bypass one or more steps of the grievance procedure.

Section 4. Arbitration. If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within 21 calendar days of receipt of the Village's written answer as provided to the Union at Step 4. Only the Union may refer grievances to arbitration.

- (a) The parties shall attempt to agree upon an arbitrator within seven calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven day period, the parties shall jointly request the American Arbitration Association to submit a panel of seven arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party also retains the right to request that any panel be composed only of members of the National Academy of Arbitrators. The parties agree to use the AAA's ranking process for determining which of the seven arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Once an arbitrator has been selected by means of the parties' ranking of the members of the panel, the AAA's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform the AAA of this limited role by joint letter at the time the first panel is requested.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within 30 calendar days following the close of the hearing or the simultaneous submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5. Attendance at Grievance Meetings. If any grievance meetings/arbitration hearings are scheduled during the working hours of any grievant who desires to attend or his Union representative, such employee(s) shall be released from duty to attend such meetings/arbitration hearings without loss of pay.

Section 6. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, applicable court decisions, or of rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section 6 shall be final and binding.

Section 7. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within 14 calendar days after the first occurrence of the event giving rise to the grievance or within 14 calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further; provided, however, that such a waiver shall not serve to waive an employee’s right to file a future grievance involving similar facts and circumstances. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer; provided, however, that such a settlement shall not serve to waive an employee’s right to file a future grievance involving similar facts and circumstances. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 8. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE VII

NO STRIKE-NO LOCKOUT

Section 1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform

mandatory overtime, mass resignations or mass absenteeism, regardless of the reason for so doing.

Section 2. Obligations of Union. In the event of a violation of Section 1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Provided the Union complies with this Section 2 hereof, the Village agrees that the Union shall not be liable for any actions in violation of this Article by individual employees or any liability that might arise therefrom.

Section 3. No Lockout. The Village will not lock out any employees as a result of a labor dispute with the Union.

Section 4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust the grievance procedure before instituting court action seeking such judicial restraint and/or damages.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1. Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, per week, or work cycle, or of days of work per week, per month or per work cycle.

Section 2. Normal Work Day and Work Week. The normal work day and work week for employees assigned to 24-hour shifts shall be 24 consecutive hours of work (one shift) followed by 48 consecutive hours off (two shifts). Twenty-four hour shifts shall start and end at

8:00 a.m. In lieu of holidays and to reduce the average work week, every ninth shift shall normally be scheduled off (*i.e.*, Hanson days).

The normal work day and work week for employees assigned to 7.5-hour shifts shall be 37.5 hours based on five 7.5-hour shifts, Monday through Friday, excluding any unpaid lunch period that may be scheduled. Such 7.5-hour shifts shall fall between the hours of 8:00 a.m. and 5:00 p.m.

Section 3. Normal Work Cycle. The normal work cycle for employees assigned to 24-hour shifts shall be 27 days. The normal work cycle for employees assigned to 7.5-hour shifts shall be 28 days.

Section 4. Changes in Normal Workday or Normal Work Cycle. Subject to Sections 2 and 3 above, should it be necessary in the Village's judgment to establish individual schedules departing from the normal work day, normal work week, or the work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 24 hours advance notice of such change to all employees whose normal work day, normal work week, and/or normal work cycle is changed, provided that such changes are not made for arbitrary and capricious purposes. Employees shall not be required to alter their normally scheduled hours of work without their consent in order to prevent such employees from being eligible for overtime pay.

Section 5. Overtime Pay. Employees assigned to 24-hour shifts shall be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of 204 in their 27-day work cycle or in excess of 24 hours in a work day. Employees assigned to 7.5-hour days shall be paid one and one-half times their regular hourly rate of pay for all hours worked in

excess of 150 hours in their 28-day work cycle or in excess of 75 hours in a two-week pay period.

An employee's regular hourly rate of pay shall be based upon a 49.8 hour work week for 24-hour shift personnel and a 37.5 hour work week for 7.5-hour personnel and shall be determined by dividing the employee's annual salary by 2598 for 24-hour shift personnel and by 1950 for 7.5-hour personnel.

In accordance with the policy and practice in effect prior to the effective date of this Agreement, the provisions of this section shall not be applicable to special details (*e.g.*, race track) which are compensated at an hourly rate established by the Village.

Section 6. Distribution of Hirebacks. Except in emergency circumstances where it is not feasible to use the hireback procedure set forth herein, the opportunity to work hirebacks shall be in accordance with the following procedures.

Advance Hireback Procedure.

Rosters A, B, and the Availability List as described herein, shall be used when the Village anticipates a hireback in advance of the shift when the hireback will be worked, *i.e.*, before the shift begins. The Shift Commander or his designee shall prepare, maintain, and post in each fire station current seniority-based rosters of firefighters, firefighters/paramedics, firefighters/engineers, and lieutenants who are qualified and available for hireback. Roster A shall be used when the Village anticipates, in advance of the shift, that the hireback will be for twelve consecutive hours or less. Roster B shall be used when the Village anticipates, in advance of the shift, that the hireback will be for over 12 consecutive hours. In any event, however, an employee shall only be compensated for hireback hours actually worked, regardless of from which roster the employee was hired back. The Availability List shall be prepared as follows: Eligible employees (*i.e.* employees without prior scheduled department obligations) shall notify

their respective company officer of their availability for a hire back on the A and/or B roster by 7pm on their shift day unless they are delayed on a call. Company officers shall take these names and notify the on duty Shift Commander via email by 8pm unless they are delayed on a call.

If the Village determines that it is necessary to hire back in any classification, employees shall be hired back by classification in the order in which they appear on the applicable written roster and the Availability List. Any employee whose name is not on the Availability List will not be contacted by the on duty Shift Commander. The on duty Shift Commander will make every attempt to notify/fill the hireback as soon as the need is established and they have received the Availability List. On the day of the hireback, employees will make every attempt to proceed to the station of their hireback as soon as possible.

Once an employee accepts or refuses a hireback from a particular roster, such employee shall not be offered another hireback opportunity from the same roster until their name comes up in rotation on the same roster. In addition, once an employee has accepted a hireback off either roster on a specific occasion, then such employee shall be ineligible for another hireback off either roster for the same duty day. If a vacancy still exists after the Availability List for Roster A and/or Roster B has been exhausted, the Shift Commander shall fill the remaining vacancies from the mid shift hireback procedures and the C roster as described later in this section.

Selection of employees for hireback opportunity shall first come from the preceding shift if the need for the hireback is known before the shift ends.

If an employee is hired back off Roster A in a specific instance but actually works more than 12 hours on such occasion, then such employee will not lose his/her place on Roster A, but shall be passed over the next time his/her name comes up for a hireback opportunity on Roster B. Conversely, if an employee is hired back off Roster B in a specific instance but actually works

less than 12 hours on such occasion, then such employee will not lose his/her place on Roster B, but shall be passed over the next time his/her name comes up for a hireback opportunity on Roster A.

Roster A and Roster B shall be reset to zero hirebacks for all employees every three years, starting in January with the effective date of the shift change. The first reset will be in January 2015 on the effective date of the shift change.

Mid Shift Hirebacks.

If the Village decides to hireback for a shift which has already begun (mid-shift), or has exhausted the Availability List for Roster A or Roster B, then it will follow the procedure described in this paragraph, whenever feasible. A third roster, known as Roster C, shall be prepared when this agreement is implemented. Roster C shall list all bargaining unit employees by seniority. When the Village decides to hireback mid-shift or has exhausted the availability list for Roster A or Roster B, it will issue a general page to all members of the bargaining unit. Employees who are off duty shall have 15 minutes to respond to the page. Among those responding, the most senior qualified employee with the fewest number of hirebacks on Roster C shall be assigned the hireback. Roster C shall be reset to zero hirebacks for all employees every three years, starting in January with the effective date of the shift change. The first reset will be in January 2015 on the effective date of the shift change. The Village and the Union shall discuss any unforeseen implementation issues concerning this procedure during Labor Management meetings.

General Provisions

An employee who works a hireback on what would otherwise be his Hanson day shall only be eligible to receive overtime pay at time and one half his regular hourly rate of pay for those hours of work, if any, that are in excess of 204 in the employee's 27 day work cycle;

hireback hours on a Hanson day which are not in excess of 204 shall be paid at the employee's regular straight time hourly rate of pay.

Nothing in this Agreement shall require the Village to interrupt work in progress at the end of an employee's normally scheduled shift (*e.g.*, an ambulance run), provided that such a holdover does not affect that employee's position on the hireback roster. If any employee establishes that he has not received his appropriate share of hireback opportunities in accordance with the procedure set forth herein, such employee shall have first preference to future hireback opportunities he is properly qualified to perform on the applicable hireback roster until the mistake has been corrected.

Absent emergency circumstances, employees shall not be scheduled to work more than 48 consecutive hours.

Section 7. Call Back Pay. Employees who are called back to work outside their normal hours of work (*i.e.*, hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid one and one-half times their straight-time hourly rate of pay for all hours worked outside their normal shift, with a minimum of two hours' pay. This provision shall not be applicable to scheduled overtime.

Section 8. Duty Trades for 24 Hour Personnel. Employees shall be permitted not more than 36 completed duty trades between employees of equal qualifications (*i.e.*, paramedic for paramedic, engineer for engineer, officer for officer, etc.) each calendar year provided the request for a duty trade is submitted to the employee's Shift Commander or acting Shift Commander by at least 5 p.m. on the duty day in advance and the employee standing by has not worked the immediately preceding 48 consecutive hours. (Subject to the conditions specified in this Section, a Paramedic/backup driver can trade with an engineer, provided the engineer can

only trade with the paramedic on a duty day where the paramedic is scheduled to drive at the time the trade is approved by the Shift Commander.) Only the Shift Commander, or Deputy Chief if the Shift Commander is absent, may approve or deny duty trades. Requests made after 5 p.m. on the employee's advance duty day may be denied by the Shift Commander (Deputy Chief if the Shift Commander is absent) if:

- (a) the employee standing by does not have equal qualifications or abilities, including the ability to perform the duty assignment for the shift in question;
- (c) the employee standing by has worked 48 consecutive hours immediately preceding the requested trade; or
- (d) the requesting employee has had 36 completed duty trades during the year.

A duty trade which is a "flip flop" (*i.e.*, the employees trade adjoining duty day shifts) shall be counted as a completed duty trade only for the employee requesting the "flip flop." Duty trades for military leave shall not count for purposes of calculating the number of duty trades an employee takes. Likewise, duty trades of ten hours or less shall not be counted for purposes of such calculations. Duty trades of ten hours or less shall not be used for the purpose of secondary employment, with the understanding that duty trade for the last two hours or less of the shift shall not be subject to this limitation on the use of a duty trade. A total of 12 duty trades in the aggregate per calendar year (accumulative to a maximum of 24 if 12 are not used in a calendar year) for Union officers/delegates for the purpose of attending union conventions/seminars and union regional meetings shall not be counted for purposes of calculating the number of duty trades for the Union officers/delegates making the trades but shall be counted for the employees with whom the trades are made.

For duty trades of less than 24 hours which begin or end at any time other than the beginning or ending of a 24-hour shift, trades shall only be scheduled to begin and end at one of the following times: 12:00 noon, 4:00 p.m., 6:00 p.m., and 10:00 p.m.

An employee who is not capable of working at the time of a duty trade request, or whom the Village reasonably believes will be incapable of working when the trade is scheduled to occur, is ineligible to participate in a duty trade.

If an employee terminates his or her employment with an outstanding duty trade, that duty trade is void. The original employee with whom the duty trade was with shall be responsible for his or her own day. Any deviation from this paragraph is at the sole discretion of the Fire Chief.

Section 9. Scheduling of Hanson Days. On or before October 15, the Shift Commander shall identify the nine Hanson Day slots, including the sequence of slots that are available for selection, for each of the 27 calendar day scheduling cycles (work reduction days for FLSA purposes) for the following calendar year, together with the available positions (*i.e.* no more than one officer, one engineer and two paramedics may be off on any given Hanson Day slot except as set forth in the following paragraph. Effective for the 1990 calendar year and thereafter, the floating holiday shall be converted to a Hanson Day (*i.e.*, a work reduction day for FLSA purposes) and shall be selected as provided in this Section.

Once the number of paramedics on any shift reaches 19, effective with the first Station and Shift bidding process after that number is reached, up to five paramedics will be permitted to be off on Hanson and vacation days for that shift. Provided, however, the number of Hanson Day slots on which three paramedics will be permitted to be off will be equal to the number of paramedics over 18 on a shift (e.g. if there are 19 paramedics on black shift, one Hanson Day slot will have three paramedics off on black shift). The remaining Hanson Day slots will be limited to two paramedics off.

Prior to November 1, each employee shall submit to the Shift Commander who will be in charge of the duty shift on which the employee has been assigned for the next calendar year a written list which specifically identifies the employee's Hanson Day slot selections in order of preference for each slot which contains his position. If an employee fails to provide the appropriate Shift Commander with his list of Hanson Day slots in order of preference by November 1, the employee shall be deemed to have waived his right to participate in the selection process and the appropriate Shift Commander shall assign the employee to an available Hanson Day slot for his position after all other employees who submitted lists have been placed in Hanson Day slots for their position based on seniority as set forth below.

On or after November 1, the Shift Commander shall place the employees assigned to his duty shift for the following calendar year into Hanson Day slots appropriate for their position starting with the employee in the middle of the seniority list for said shift and thereafter alternating between the next employee with more seniority and the next employee with less seniority. The seniority list for the shift shall be based on departmental seniority as defined in Article V, Section 1, rather than time served on that particular shift. If there is an even number of employees on the seniority list for the duty shift in question, of the two employees in the middle of the list, the Shift Commander shall start with the more senior of the two. In placing each employee in a Hanson Day slot appropriate for his position, the Shift Commander shall use the employee's highest available preference when it is that employee's turn to be placed into a Hanson Day slot.

For purposes of scheduling and selecting Hanson Day slots, if the 27 day scheduling cycle carries over from one calendar year to the next, that cycle shall be considered as part of the preceding year.

If an employee is promoted, or transferred to another shift at a time other than the annual shift realignment, the employee will be placed in the available Hanson Day slot appropriate to his position for the balance of the year.

Section 10. Special Deployment. In the event an employee is temporarily assigned to a special deployment to incidents in connection with a state or federal declaration of emergency, the Fire Chief or his designee may assign such employee to a different work schedule for the period of such deployment. An employee will be compensated for all time spent during such special deployment, *i.e.*, from portal to portal, provided Village costs for such special deployment are fully reimbursable by a federal or state agency. An employee on special deployment under this Section shall only be eligible for overtime pay for those hours actually worked in excess of 204 in their 27-day work cycle; all other compensable hours shall be at straight time.

Section 11. No Pyramiding. Compensation shall not be paid more than once for the same hours worked under any provision of this Article or Agreement, provided that the employee shall be paid under the applicable provision which provides the highest compensation.

ARTICLE IX

VACATIONS

Section 1. Vacations. Vacation allowance for 24-hour personnel shall be accrued on the following schedule:

<u>Length of Service</u>	<u>24-Hour Work Days</u>
1 thru 6 years	5
7 thru 14 years	8
15 thru 19 years	10
20 thru 23 years	11
24 years or over	13

Vacation allowance for 7.5-hour personnel shall be accrued on the following schedule:

<u>Length of Service</u>	<u>8-Hour Work Days</u>
1 thru 6 years	10
7 thru 14 years	15
15 thru 19 years	20
20 thru 22 years	22
23 years	23
24 years	24
25 years or over	25

Effective January 1, 2015, vacation allowance for 24-hour personnel shall be accrued on the following schedule:

<u>Length of Service</u>	<u>24-Hour Work Days</u>
Upon hire	5
After 4 years of service	8
After 9 years of service	9
After 14 years of service	10
After 19 years of service	11
After 23 years of service	12
After 24 years of service	13

Effective January 1, 2015, vacation allowance for 7.5 hour personnel shall be accrued on the following schedule:

<u>Length of Service</u>	<u>7.5 Hour Work Days</u>
Upon hire	10
After 4 years of service	15
After 9 years of service	17
After 14 years of service	20
After 19 years of service	22
After 20 years of service	23
After 23 years of service	24
After 24 years of service	25

Section 2. Vacation Eligibility. In order to be eligible to accrue paid vacation in a given month in accordance with the above schedule, the employee must be in active pay status during said month; provided, however, that an employee who is in off duty status and receiving work-related disability pay or sick leave paid by the Village (and therefore in active pay status) shall not accrue paid vacation for more than twelve consecutive months while in such off duty status.

Section 3. Vacation Accrual. Vacation days shall be taken in the year in which they accrue. In the year in which an employee reaches an anniversary date which would entitle him to additional vacation day(s) as set forth in Section 1 above, the employee shall be entitled to schedule and take the additional vacation during that calendar year. Example: An employee who on July 1, 2015, will reach the anniversary date for his 4th year of service (*i.e.*, has completed four years of service) will be entitled to schedule as provided herein and take eight days of vacation during calendar year 2015.

A newly hired employee shall be entitled to schedule and take the pro rata amount of vacation days that have accrued or will be accrued for the balance of the calendar year in which the employee is hired.

Section 4. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 5. Vacation Scheduling for 24-Hour Employees. Vacation picks shall be made between November 1 and December 15 for the following calendar year and the selection process shall commence promptly on the Shift Commander's first duty day on or after November 1. If the employee fails to make his pick within 24 hours after being notified that it is his turn to pick, the employee shall be bypassed until all remaining employees have made their vacation picks. A total of three 24-hour employees, excluding non-bargaining unit supervisory employees, will be allowed to be on vacation per duty day, except in instances where only three Hanson days have been scheduled for a duty day, in which case a total of four 24-hour employees, excluding non-bargaining unit supervisory employees, will be allowed to be on vacation for said duty day. In the event a Shift Commander is off on a Hanson Day, then only one lieutenant can

be off on vacation that day. Unless the number of paramedics on any shift reaches 19, there can be no more than two lieutenants, two engineers, or four paramedics off on vacation and/or a Hanson Day per duty day. Once the number of paramedics on any shift reaches 19, up to five paramedics will be permitted to be off on Hanson and vacation days for that shift, subject to the limitations on the number of paramedics off on Hanson Days set forth in Article VIII, Section 9.

Vacation picks shall be selected by shift on the basis of departmental seniority. Employees shall have the right to select up to all of their vacation days. There shall be no limit of the number of 24-hour splits in making vacation picks. Employees who do not select all of their earned vacation days may schedule them at a later date in accordance with current practice and subject to the provisions set forth above.

If an employee retires, is placed on disability retirement, is promoted, is transferred to eight hour shifts, or is otherwise terminated after the employee has made his vacation selection, the vacation days thus opened up shall be made available for selection by employees on the affected shift on the basis of inverse departmental seniority. An employee who has selected vacated vacation days shall not again be eligible to select vacated vacation days for the balance of that vacation year.

Once both vacation and Hanson Days picks have been made, an employee may request to trade any such pick for another such pick as long as it results in not more than two lieutenants, two engineers, or four paramedics (five for any shift with more than 18 paramedics) being scheduled off on vacation and/or a Hanson Day per duty day. In the event a Shift Commander is off on a Hanson Day, then only one lieutenant can be off on vacation that day. Such requests shall not be arbitrarily and unreasonably denied. While any such approved trades shall be

considered duty trades for purposes of FLSA, they shall not be considered duty trades for purposes of Section 8 of Article VIII.

Section 5. Vacation Scheduling for 7.5-Hour Personnel. Employees assigned to a 37.5-hour work week shall select and schedule vacations in accordance with the practice in effect prior to the effective date of the parties' first collective bargaining agreement, with a maximum of two (2) employees permitted off on vacation on any one work day.

Section 6. Limitation on Carry-Over of Vacation. For 24-hour personnel, earned vacation days shall not accumulate beyond the year in which they are to be taken; provided, however, the Fire Chief may approve a written request that unused vacation days be carried over for exceptional circumstances (*e.g.*, to have additional days of vacation available in a subsequent year to take an extended trip abroad or to participate in a college or university program that requires residence on campus); provided, however, the Fire Chief shall not act arbitrarily and unreasonably in acting on written requests. If the Fire Chief approves the carry-over of vacation day(s) pursuant to this paragraph, then such vacation day(s) shall be selected after all employees on the shift have had an opportunity to select their vacations in accordance with Sections 3 and 5 of this Article.

For 7.5-hour personnel, a maximum of 30 vacation days may be accumulated from one calendar year to another. No vacation days in excess of 30 for 7.5-hour personnel may be carried over from one calendar year to another unless specifically authorized in writing by the Village Manager.

ARTICLE X

HOLIDAYS FOR PERSONNEL ASSIGNED

TO SEVEN AND ONE-HALF-HOUR SHIFTS

Section 1. Designation of Holidays. Eligible employees who are assigned to work 7.5 hours per day, 37.5 hours per week shall normally receive ten designated holidays and two floating holidays per calendar year. The ten holidays and the days on which they will be observed will be designated annually by the Village Manager.

In addition to the holidays designated annually by the Village Manager, if the Village Hall is closed and Village Hall employees are given all or part of a day off with pay, 37.5 hour employees shall receive the same day or part of a day off with pay, provided that this provision shall not be applicable to any day or part of a day on which Village Hall employees are given time off with pay in lieu of one of the foregoing holidays. Holidays not declared as floaters shall be observed on the day observed by Village Hall employees.

Floating holidays shall be scheduled with the approval of employee's supervisor, provided that approval shall not be arbitrarily withheld. If an employee is unable to use a floater during the calendar year because permission has been denied, the employee may carry over the floater to the next calendar year. Floating holidays shall not be divided into less than one full day off without the mutual consent of both the employee and the employee's supervisor.

Section 2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work or be paid as if worked in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday, unless proof of sickness or excusable absence is established to the reasonable satisfaction of the Fire Chief or his designee. The term "scheduled working day" as used in this

section shall not include any vacation day or floater on which an employee is scheduled off with pay.

Section 3. Pay for Holiday Work. If a 37.5 hour employee is assigned to work on one of the foregoing days observed by the Village as a holiday, the employee shall be paid his regular straight-time hourly rate of pay for all hours worked on said holiday. In addition, the employee shall be paid, if he meets the eligibility requirements set forth in Section 2, his regular pay for the day in question. This section shall not be applicable to any holiday designated as a floater as provided above.

ARTICLE XI

SALARIES AND OTHER COMPENSATION

Section 1. Salaries. Effective May 1, 2014, employees covered by this Agreement shall be paid on the basis of the following annual salary:

<u>Fire Fighter I</u>		<u>Fire Fighter II (Engineer)</u>	
Probation	\$59,171	Step 1	\$68,448
Step 1	\$65,189	Step 2	\$71,856
Step 2	\$68,433	Step 3	\$75,426
Step 3	\$71,834	Step 4	\$79,176
Step 4	\$75,407	Step 5	\$83,114
Step 5	\$79,156	Step 6	\$87,246
Step 6	\$83,092	Step 7	\$91,588
Step 7	\$87,226		
<u>Fire Fighter II (Paramedic)</u>		<u>Fire Lieutenant</u>	
Step 1	\$70,079	Step 1	\$79,156
Step 2	\$73,565	Step 2	\$83,093
Step 3	\$77,220	Step 3	\$87,229
Step 4	\$81,062	Step 4	\$91,571
Step 5	\$85,093	Step 5	\$96,129
Step 6	\$89,323	Step 6	\$100,920
Step 7	\$93,769	Step 7	\$105,941

Effective May 1, 2015, employees covered by this Agreement shall be paid on the basis of the following annual salary:

<u>Fire Fighter I</u>		<u>Fire Fighter II (Engineer)</u>	
Probation	\$60,650	Step 1	\$70,160
Step 1	\$66,819	Step 2	\$73,652
Step 2	\$70,144	Step 3	\$77,311
Step 3	\$73,630	Step 4	\$81,156
Step 4	\$77,292	Step 5	\$85,192
Step 5	\$81,135	Step 6	\$89,427
Step 6	\$85,169	Step 7	\$93,878
Step 7	\$89,407		
<u>Fire Fighter II (Paramedic)</u>		<u>Fire Lieutenant</u>	
Step 1	\$71,831	Step 1	\$81,135
Step 2	\$75,404	Step 2	\$85,170
Step 3	\$79,151	Step 3	\$89,409
Step 4	\$83,089	Step 4	\$93,861
Step 5	\$87,221	Step 5	\$98,532
Step 6	\$91,556	Step 6	\$103,443
Step 7	\$96,113	Step 7	\$108,589

Effective May 1, 2016, employees covered by this Agreement shall be paid on the basis of the following annual salary:

<u>Fire Fighter I</u>		<u>Fire Fighter II (Engineer)</u>	
Probation	\$62,167	Step 1	\$71,914
Step 1	\$68,489	Step 2	\$75,493
Step 2	\$71,898	Step 3	\$79,244
Step 3	\$75,471	Step 4	\$83,184
Step 4	\$79,225	Step 5	\$87,322
Step 5	\$83,163	Step 6	\$91,663
Step 6	\$87,298	Step 7	\$96,224
Step 7	\$91,642		

Fire Fighter II
(Paramedic)

Step 1	\$73,627
Step 2	\$77,290
Step 3	\$81,130
Step 4	\$85,166
Step 5	\$89,401
Step 6	\$93,845
Step 7	\$98,516

Fire Lieutenant

Step 1	\$83,163
Step 2	\$87,299
Step 3	\$91,644
Step 4	\$96,207
Step 5	\$100,995
Step 6	\$106,030
Step 7	\$111,304

Section 2. Step Increments. Advancement from the Probationary Step to Step 1 may be granted after six months. Advancement from Step 1 to Step 2, from Step 2 to Step 3, from Step 3 to Step 4, and from Step 4 to Step 5 shall be at six month intervals; advancement from Step 5 to Step 6 and from Step 6 to Step 7 shall be after one year at Step 5 and Step 6, respectively. To be eligible for step advancement the employee must meet departmental standards during the prior evaluation period. If a non-probationary employee alleges that he has been arbitrarily and unreasonably denied a step advancement, such employee may file a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 3. Longevity Pay. Employees on the active payroll with continuous unbroken service with the Village in a position covered by this Agreement shall receive annual longevity pay in accordance with the following schedule:

<u>Years</u>	
5 years but less than 10	\$ 900
10 years but less than 15	1,000
15 years but less than 20	1,100
20 years or more	1,600

Longevity will be paid in November of each year. Employees will receive their full longevity amount based upon the number of years completed as of October 31 of the current year. Appropriate federal and state taxes will be withheld from the longevity check.

Section 4. Pay When Serving in Acting Capacity as a Lieutenant, Commander or Engineer. A Firefighter I who is assigned to serve in acting capacity as an Engineer and a Lieutenant who is assigned to serve in acting capacity as a Commander for eight or more consecutive hours, shall be paid five percent above his regular hourly rate of pay for all hours worked in such acting capacity. A Firefighter I who is assigned to serve in acting capacity as a Lieutenant for eight or more consecutive hours, and a Firefighter II (either engineer or paramedic) who is assigned to serve in acting capacity as a Lieutenant for eight or more consecutive hours, shall be paid seven and a half percent above his regular hourly rate of pay for all hours worked in such acting capacity. Except where it is determined that the needs of the Department require otherwise, a Firefighter II/Paramedic will not be assigned to serve in acting capacity as an Engineer or Lieutenant in another station on a duty day when scheduled in-house paramedic training is provided unless provisions have been made for said person to attend the training session.

In making acting assignments to serve in acting capacity as an Engineer or as a Lieutenant, the Shift Commander shall give first consideration to firefighters on the current engineer or lieutenant eligibility list, whichever is applicable, who are on duty at the station where the need to make the assignment arises. If there is no such firefighter on duty at said station, firefighters on the current engineer or lieutenant eligibility list, whichever is applicable, shall then be given first consideration. It is understood that the operational needs of the department may dictate retaining a firefighter in his current assignment (*e.g.*, paramedic) rather

than assigning such firefighter to serve in acting capacity even though he is on the current eligibility list. Under no circumstances shall this paragraph be construed to require multiple moves (more than two) or the hireback of off-duty personnel.

Section 5. Holiday Pay for 24 Hour Personnel. This Section shall only be applicable to employees assigned to 24-hour shifts.

During the term of this Agreement, if an employee is actually present and works his entire 24-hour shift on one of the holidays identified below, then such employee shall receive an additional 24 hours pay at such employee's regular straight time hourly rate:

Memorial Day
Independence Day
Labor Day
Thanksgiving
Christmas Eve
Christmas
New Year's Day

For purposes of this Section, the holiday shall be considered that 24-hour shift which begins at 0800 on the date of the actual holiday. (E.g., if an employee commences his 24-hour shift at 0800 on July 3, then such employee would not be eligible for holiday pay for July 4.) If an employee trades his duty day on the date of the holiday, then such employee will not be eligible for holiday pay, since such employee was not actually present for his 24-hour shift on the holiday. (E.g., if Firefighter A was scheduled to work on Thanksgiving but traded his shift with Firefighter B, then Firefighter A would not be entitled to holiday pay, but Firefighter B would receive it, provided Firefighter B was actually present and worked the entire 24-hour shift on Thanksgiving.) Employees on sick leave or otherwise not present and working on the holiday, for any reason, shall be ineligible for holiday pay.

The only exception to the requirement of working the full 24 hours is for those employees who arrange for early relief. Such employees taking early relief will still be eligible for 24 hours of holiday pay, despite only working between 22 and 24 hours. In accordance with this Section, the employee working the early relief is not entitled to any holiday pay. (E.g., Firefighter A starts work at 0800 on Thanksgiving. On the day after Thanksgiving, Firefighter B shows up to work at 0700 and agrees to provide early relief to Firefighter A. Firefighter A leaves at 0700 but is still eligible for the full 24 hours of holiday pay for Thanksgiving. Firefighter B is not eligible for any holiday pay.)

Section 6. Paramedic Preceptor Pay. If an employee is assigned by the Fire Chief or his designee to serve as a paramedic preceptor, then such employee shall receive an additional five percent above his regular hourly rate for all hours actually worked performing the duties of a paramedic preceptor.

ARTICLE XII

INSURANCE

Section 1. Comprehensive Medical Program. A comprehensive medical program (including one or more HMO alternative(s) selected by the Village) will be provided during the term of this Agreement; provided, however, the Village reserves the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are substantially similar to those in effect when this Agreement is signed or as described on Attachment A. During the term of this Agreement, employees may elect appropriate coverage in one of the health plans offered by the Village during the enrollment period established by the Village.

An employee who elects single coverage, *i.e.* employee coverage only, under the Village's comprehensive medical program or an HMO shall pay ten percent of the monthly premium for employee coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions. An employee who elects family coverage, *i.e.* coverage for the employee and his/her eligible dependents, under the Village's comprehensive medical program or an HMO shall pay ten percent of the monthly premium for family coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions. Effective May 1, 2015, employees who elect single or family coverage under the Village's comprehensive medical program or an HMO shall pay 12% of the monthly premium for the applicable coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions.

The amount of an employee's applicable monthly medical insurance premium contribution during the term of this Agreement shall not exceed the amount of the applicable monthly insurance premium required of other regular full-time non-represented Village employees generally.

A dental plan shall be offered during the term of this Agreement, with the Village paying the entire cost for single coverage. The employee shall have the option of obtaining dependent or family coverage by paying the applicable monthly premium through payroll deduction. The Village shall have the right to change dental plans, including dental plan providers, during the term of this Agreement so long as the dental plan offered to employees in the bargaining unit is the same as the plan available to other regular full-time non-represented Village employees generally.

Section 2. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance

benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 3. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 4. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 5. Life Insurance. The Village will provide during the term of this Agreement, at no cost to the employee, term life insurance in the amount of the employee's annual salary, up to a maximum of \$50,000. Coverage will be computed at the next higher even thousand dollars unless the employee's salary is an even thousand amount, subject to the \$50,000 cap. In addition, within 120 days of the execution of this Agreement, the Village will permit current bargaining unit employees to purchase additional term life insurance at group rates in ten thousand dollar increments, at the employee's sole expense, and in accordance with the terms and conditions of the applicable term life insurance policy.

The Village shall provide retired employees who have at least 20 years Village service with paid up life insurance in the amount of \$2,500 when they retire or when they receive an

annuity from the Village of Arlington Heights Fire Pension plan, whichever is later. Employees who are receiving a temporary disability pension shall not be eligible to receive this benefit.

The Village retains the right to change insurance carriers or to self-insure the foregoing benefits so long as the amount of the coverage is maintained.

Section 6. Employee Assistance Program. The employees covered by this Agreement shall be eligible to participate in the Village's Employee Assistance Program (EAP) on the same terms and conditions that are applicable to Village employees generally.

Section 7. Section 125 Plan. A Section 125 Plan which permits employees to tax shelter the amounts that they contribute toward the premium cost of the foregoing health insurance shall be maintained during the term of this Agreement.

Section 8. Retiree Medical Insurance. This section shall only be applicable to bargaining unit employees who voluntarily retire during the term of the 2014-2017 collective bargaining agreement and receive a pension pursuant to the Firefighter's Pension Fund, 40 ILCS 5/4-101 et seq. Such employees who, upon retirement, elect to maintain coverage for themselves and their eligible spouse but require no coverage for dependent children, will be allowed to take and pay for two full single insurance premiums under the Village's comprehensive medical program referred to in Section 1 of this Article until the retired employee reaches age 65 or terminates coverage, whichever comes first. The Village shall have no obligation to make premium contributions for retired employees covered by this Section, except as otherwise provided in Article IV, Section 1 (Sick Leave).

ARTICLE XIII

MANAGEMENT RIGHTS

Except as specifically modified by any and all other articles of this Agreement, the Union recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE XIV

MISCELLANEOUS

Section 1. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 2. Medical Examinations. (a) All employees are required to undergo a medical examination every two years after reaching age 21 on odd year birthdates. Stress tests and/or a heart scan will also be administered to all such employees 35 years of age or older and

those under that age where the medical examination indicates the need for a stress test and/or a heart scan, provided that only an appropriate board certified physician may direct that an employee undertake reasonable remedial action based on the results of a stress test and/or a heart scan. Results of all such tests shall be confidentially submitted to the Village's Director of Human Resources and shall not be disseminated to other Village Representatives except on a need to know basis.

(b) In addition to the above, if there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require that the employee have a medical examination and/or psychiatric/psychological examination by a qualified and State licensed physician and/or psychiatrist/psychologist selected by the Village and the results shall be submitted to the person or persons designated by the Village on a need to know basis.

(c) All such examinations/tests required by the Village pursuant to the provisions of subsections (a) and (b) above shall be at the Village's expense (if such exams/tests occur during off duty time, the time spent shall be considered hours worked); provided that any such examinations/tests shall be in addition to any requirement that an employee provide at his own expense and on his own time a statement from his doctor upon returning from sick leave or disability leave.

(d) If the Village determines that an employee is not fit for duty after receiving the results of any of the above examinations/tests, the Village may direct appropriate remedial action where the employee is otherwise determined to be able to remain on active duty, place the employee on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days), or take other appropriate action. If the employee is involuntarily placed on

sick/medical leave, the employee may utilize the grievance procedure set forth in this Agreement to grieve whether the Village acted arbitrarily and unreasonably in taking such action.

Section 3. Precedence of Agreement. If there is any conflict between the provisions of this Agreement and the provisions of any Village ordinance, the Village's Personnel Policy and Procedure Manual, or the General Orders and Operation Procedures of the Fire Department which may be in effect from time to time, the provisions of this Agreement, for its duration, shall take precedence.

One copy of the General Orders and Operating Procedures of the Fire Department shall be available at each fire station. Whenever there are any changes, additions, or deletions to the General Orders and Operating Procedures, such changes, additions, or deletions shall be reflected in the copy of General Orders and Operating Procedures that is available at each fire station. It shall be the responsibility of the Village to notify employees of such changes, additions, or deletions on or before their effective date by posting a notice of such changes, additions, or deletions on the bulletin board at each fire station and at the Fire Prevention Bureau for at least 30 days. It shall be the obligation and responsibility of each employee to read and comply with the General Orders and the Operating Procedures of the Fire Department.

A current copy of the Village Personnel Policy Manual and the Rules of the Board of Fire and Police Commissioners shall also be made available to each fire station.

The Union President shall be provided with one complete set of the General Orders and Operating Procedures, the Village Personnel Policy Manual, and the Rules of the Board of Fire and Police Commissioners, together with a copy of any changes, additions or deletions at the time they are distributed to each fire station.

Section 4. Disciplinary Investigations. In lieu of the provisions of the Firemen's Disciplinary Act (50 ILCS 745/1 et seq.), employees shall have the following rights with respect to disciplinary investigations:

1. Employees shall have the right to Union representation, if so requested, where the employee reasonably believes questioning by the employer may lead to discipline.
2. No employee shall be subjected to questioning or interrogation in relation to allegation(s) which, if proven, may result in removal, discharge or suspension without pay without first being so advised in writing and informed of the nature of the allegation(s).
3. If an employee is informed, in writing, that the questioning or interrogation may result in removal, discharge or suspension without pay, the employee shall be entitled to the following:
 - a. The right to request that an attorney be present at such questioning or interrogation, provided that if the employee has requested the presence of both a Union representative and an attorney, only one may be present in the room at the questioning or interrogation, with the understanding that the other may be nearby.
 - b. The right to request that the questioning or interrogation be recorded by tape or other electronic means and, if requested, the right to a copy of any such recording at no charge.
4. If an employee makes an appropriate request for either a Union representative or an attorney and the Union representative or attorney is not reasonably available, the employee may be questioned or interrogated without a Union representative or attorney being present.
5. The presence of a Union representative or attorney at such questioning or interrogation shall not interrupt or interfere with the Village's right to question employees or the obligation of employees to respond to questions relevant to the allegations being investigated.
6. Questioning shall be conducted in a professional manner and shall occur, if practicable, considering the circumstances and nature of the allegations during an employee's on-duty hours, at reasonable times of the day; and in Village facilities. If an employee is required to participate in questioning or interrogation during off duty hours, the employee shall be paid at his applicable hourly rate of pay for the time spent at such meeting.
7. No employee shall be required to submit to, or be disciplined for a refusal to submit to, a polygraph examination or any test questioning by means of any

chemical substance, except as is provided in Article XIV, Section 5 of this Agreement.

8. Notwithstanding any of the foregoing, the Village retains the right to question or interrogate employees in emergency situations involving an immediate danger to the health or safety of one or more persons without any obligation to wait until a Union representative or attorney is present at the questioning or interrogation. Notwithstanding the general rule to the contrary, if a grievance is arbitrated concerning whether there was an emergency situation involving such an immediate danger, the Village shall proceed first with the presentation of its case.
9. Admissions or confessions obtained during the course of any questioning or interrogation not conducted in accordance with the provisions of this Section may not be utilized in any subsequent disciplinary proceeding against the employee who made the admission or confession. The foregoing does not preclude an arbitrator from considering whether or not other relief is appropriate if it is determined that the Village violated the provisions of this Section.
10. There shall be no retaliation or threats of retaliation against an employee solely because of an employee's exercise of the rights set forth in this Section.
11. The provisions of this Section do not apply for:
 - a. any employee charged with violating any provisions of the Criminal Code of 1961, or any other federal, state, or local criminal law; or
 - b. questioning of an employee by the Village as to allegations of misconduct which in and of themselves, will not result in removal, discharge, or suspension without pay, provided that the provisions of Subsection 1 of this Section shall be applicable; or
 - c. a meeting solely for the purpose of informing the employee of disciplinary action or a decision to prefer charges with the Fire and Police Commission.

Section 5. Drug and Alcohol Testing. The Village may require applicants to submit to a urinalysis test and/or other appropriate test as part of a pre-employment medical examination and may also require employees to submit to a urinalysis test and/or other appropriate test as part of the biennial medical examination or if the Village determines there is reasonable suspicion that the employee has been using alcohol and/or drugs as defined in paragraph (c) hereof. Any such tests shall be at a time and place designated by the Village and shall be at the Village's expense. If an employee is directed to take such a test based on reasonable suspicion, the Village

shall provide the employee, upon request, with a written statement of the basis for the Village's reasonable suspicion within 48 hours of the request. There shall be no random testing. The term "other appropriate test" shall not include breathalyzer tests conducted by the Village's Police Department.

(a) The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the Village unless the confirmatory test result is also positive as to the same sample. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

(b) A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

(c) Use of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination. For purposes of this

agreement “ being under the influence of alcohol” shall mean a blood alcohol level equal to or exceeding .02. All issues relating to the drug and alcohol testing process (*e.g.*, whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.), may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

(d) Voluntary requests for assistance with drug and/or alcohol problems (*i.e.*, where no test has been given pursuant to the foregoing provisions) shall be held strictly confidential by the Employee Assistance Program and no one in the Fire Department shall be informed of any such request or any treatment that may be given unless the employee consents to the release of any such information, except that the Fire Chief and/or Deputy Fire Chief may be informed of the request for assistance when necessary to accommodate scheduling needs or when deemed necessary by the professional providing the assistance.

(e) Unless there are circumstances warranting discipline in the first instance of testing positive for alcohol (an example warranting discipline: an employee, who is not a problem drinker/alcoholic, who reports for work under the influence of alcohol), such employee shall be referred to the EAP with no discipline.

(f) The Village shall indemnify and hold harmless the Union, its officers and agents from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the Village under this section in connection with the drug or alcohol testing of employees.

Section 6. Impasse Resolution. Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Alternative Impasse Resolution Procedure attached as Appendix A and incorporated herein by reference.

Section 7. Residency Requirements. All employees covered by this Agreement shall comply with any reasonable residency requirements that may be established by the Village with respect to such employees except as may be provided by law applicable to employees covered by this Agreement.

Section 8. Deferred Compensation. The employees covered by this Agreement shall be eligible to participate in any deferred compensation program that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

Section 9. Secondary Employment. The parties agree that the jobs held by the employees covered by this Agreement are their primary jobs and that if there is any conflict between their primary jobs with the Village and any secondary employment, the conflict shall be resolved in favor of the primary job. Accordingly, all secondary employment (including self-employment), including any changes in the nature and/or extent of such employment, shall be subject to the approval of the Fire Chief; provided that such approval shall not be arbitrarily and unreasonably withheld.

Section 10. Uniforms and Equipment. Upon initial hire after the effective date of this Agreement, the Village will provide new employees with the following uniforms and firefighting turnout gear:

Uniforms

- Six short sleeve shirts
- Five trousers
- One garrison belt
- One pair safety shoes
- One pair boots
- One bomber jacket
- * One dress cap
- One fur cap
- * Two breast badges
- * One name tag
- * One cap badge

One black tie
Two sweatshirts
One pair dress shoes (Class A)
One dress blouse
One dress trouser
One dress long sleeve shirt
One dress short sleeve shirt
One trench coat

Turnout Gear

- One complete bunker turnout suit
(Gore Tex vapor liner or better)
- * One helmet with approved eye shield
- One pair bunker boots
- Two pair approved gloves
- Two approved protective hoods
- * New issue if promoted to Lieutenant

Upon promotion, a Lieutenant shall be issued three short sleeve white class D uniform shirts. Each Lieutenant shall maintain his or her supply of three short sleeve white class D uniform shirts pursuant to the quartermaster system.

During the term of this Agreement, any turnout gear that is provided as part of the initial issue or is replaced as provided in this Section will be NFPA approved (Standard 1500, 1987 edition). Any class D station work uniforms that are provided as part of the initial issue or replaced as provided in this Section will be NFPA approved (Standard 1975, 1999 edition) (*i.e.*, predominantly 100% cotton or flame-resistant fabrics), unless otherwise mutually agreed between the Village and the Union. When issuing boots to new hires, or replacing boots under the quartermaster system, the Village will, if requested by the employee, purchase 8" Redback or 8" Bates Boots. The current Redwing boots may be worn, but shall be the responsibility of the employee for maintenance.

The type, style, and/or color of uniforms and turnout gear shall be reasonably determined by the Fire Chief. The Fire Chief may establish reasonable rules and policies concerning the use and wearing of uniforms and equipment. A Lieutenant may choose to wear a white or blue class D uniform shirt of a type and style designated by the Fire Chief, provided that such Lieutenant shall always wear a white shirt when serving as an Acting Shift Commander.

Effective with each new fiscal year beginning May 1, 2014 employees will be issued a uniform allowance of \$300 per fiscal year. The uniform allowance shall be used for the maintenance of items issued and/or to purchase approved items.

Quartermaster Items:

- Six summer short sleeve shirts
- Five trousers
- One garrison belt
- One pair safety shoes or boots
- Two sweatshirts
- * One dress cap
- * Two breast badges
- * One name tag
- * One cap badge
- One black tie
- * One Class A, B, C, Long sleeve shirt
- * One Class A, B, C, Short sleeve shirt
- One Class A, B, C, Trousers
- One Class A Dress blouse (Blazer)
- Service crosses
- Collar insignia
- * New issue if promoted to Lieutenant

T-shirts may be worn under the Issued Class D uniform, and shall be supplied by the employee. Dark navy blue t-shirts shall be allowed to be worn under dark navy blue Class D Uniform and white t-shirts under white Class D Uniform. Only those items listed immediately above, and turnout gear as specifically listed at the beginning of this Section, will be included in the Quartermaster system.

Uniform Inspections - Winter/Summer. Employees may be required to stand an annual winter and summer clothing inspection, at which time the employee shall produce all quartermaster items to the Fire Chief or his designee. The Village shall have no obligation to repair or replace any item not produced by the employee in accordance with this section. If, during the inspection, any item is found to be in an unacceptable condition, it will be replaced or repaired by the Village, using the replacement procedure specified in this Section.

Notice of Department-wide uniform inspections shall be posted 30 days prior to said inspections, excluding turn out gear inspections.

Replacement Procedure: When requesting the replacement of an item covered by the quartermaster system, the employee will submit a Request for Replacement form to the Deputy Chief or his designee. This form will include the date, employee's name, item(s) to be replaced with appropriate sizes and will be signed by the employee. If the Deputy Chief or his designee approves the Request for Replacement form, the item will be ordered by the Village on a quarterly basis. It is understood that item(s) may be appropriately repaired rather than replaced if, in the judgment of the Deputy Chief or his designee, it is reasonable to repair the item.

Following receipt of a repaired or replaced item by the Village, it will be promptly issued to the employee. If a newly issued item does not fit because the employee specified an improper or inaccurate size, then it will be the employee's responsibility to have the item altered or exchanged.

Pursuant to the foregoing replacement procedure, the Village will replace quartermaster items and turnout gear listed above through vendors selected by the Village, provided that the employee must first turn in worn out/damaged uniform and equipment items to the Deputy Chief or his designee. Any such item which is lost or misplaced shall be replaced by the employee at

his expense; provided that if the employee is able to establish to the reasonable satisfaction of the Shift Commander that any such item has been lost or misplaced during the performance of emergency duties or while in training due to circumstances beyond the employee's reasonable control, the employee shall not be required to pay for the replacement.

On or before the effective date of this Agreement each fire engine and each fire truck will be equipped with four flashlights, each squad will be equipped with two flashlights, and each ambulance will be equipped with two flashlights at a minimum. The determination of the type of flashlight appropriate for each kind of vehicle shall be made by the Fire Chief, provided that the Fire Chief shall not act arbitrarily and unreasonably in making such determination.

Each fire engine, fire truck, squad, and ambulance shall be equipped with a sufficient number of S.C.B.A.'s for each employee assigned to such vehicles. All S.C.B.A.'s shall be NFPA approved (Standard 1500, 1987). It shall be the responsibility of fire suppression employees to properly clean and test the S.C.B.A.'s at the beginning of each duty day. It shall be the responsibility of the Department to provide the necessary supplies for such purposes. If an employee reasonably advises his shift Commander that a safe fit cannot be reasonably obtained with any of the Department's S.C.B.A.'s, the Department will provide the employee with a properly fitted face piece. The Department shall fit and test the S.C.B.A.'s in accordance with NFPA approved standards (Standard 1500, 1987 edition).

If the Fire Chief decides to change the type, style or color of any uniform item which the Fire Chief requires employees to wear, the Village shall provide the initial issue at no expense to the employee. This provision shall not be applicable if the Fire Chief decides to change the type, style or color of any uniform item prospectively, in which case items ordered pursuant to the

replacement procedure specified herein shall be in accordance with the changed type, style or color of uniform item.

Section 11. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the bargaining unit membership and signed by the authorized representatives thereof and may be amended only by written mutual agreement of both parties. Each party warrants to the other to take all steps necessary to insure that the terms hereof are binding on themselves and their successors.

Section 12. Personnel Changes. The Village agrees to provide the Union President with timely written notification of the following personnel changes affecting bargaining unit employees: appointment of new employees, promotions, demotions, suspensions, terminations (including the retirement of employees), non-duty related disability leaves, and approved unpaid leaves of absence.

Section 13. Access to Personnel File. Except for confidential material which, by law, an employer is not required to make available, an employee shall have the right, upon reasonable request, to review the materials in his official personnel file which shall be maintained by the Director of Human Resources, his training file maintained by the Village Fire Department, and his health file maintained by the Village or the Village's designated Medical Director, provided that no document shall be marked, altered or removed. If a request is made, the employee shall reimburse the Village for the reasonable cost of copying any such documents. Nothing herein shall require the Village to collate or compile any information.

Effective for events occurring after the date this Agreement is ratified by both parties, all personnel records shall be placed in an employee's personnel file within a reasonable time from the occurrence of the event to which the records relate, provided that this provision shall not be

applicable to ongoing disciplinary, security or criminal investigations where a premature disclosure of the records would compromise the investigation, unless and until the employer takes adverse personnel action (excluding suspension with pay pending the completion of an investigation) based on information in such records.

Effective the day after this Agreement is ratified by both parties, if any document is placed in one of the foregoing files that is adverse to the employee, the employee shall be provided with a copy of said document. The employee shall have 20 days thereafter to submit a written rebuttal to any such document and if a timely written rebuttal is submitted it shall be attached to the document in question. With respect to documents adverse to the employee that were placed in one of the foregoing files prior to the date this Agreement is ratified by both parties, the employee shall have 30 days from the date this Agreement is ratified to request access to the foregoing files and 20 days after being provided access to such files to submit a written rebuttal.

Confidential documents in an employee's personnel file shall not be used against an employee in an employee's personnel proceeding, provided that confidential documents may be used in considering and in acting on promotions to the extent permitted by law.

Except as modified by the foregoing four paragraphs, nothing in this Agreement shall be construed to preclude the applicability of the Personnel Record Review Act, 820 ILCS 40/0.01, et seq., but said Personnel Record Review Act shall not be incorporated herein by reference.

An employee may request the removal of an oral reprimand/verbal warning or a written warning from their personnel file, and the Village shall grant that request, provided at least two years have elapsed from the date of the discipline and the employee has not engaged in

the same or similar misconduct. Suspensions, written reprimands, and discipline relating to harassment or discrimination shall not be removed from an employee's personnel file, however.

Section 14. Light Duty. The Village may require an employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not be arbitrarily and unreasonably denied, provided that the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

Unless the employee consents to a different work schedule, the hours of work for an employee with a light duty assignment shall be seven and one half consecutive hours, excluding a one hour unpaid lunch period, between 7:00 a.m. and 7:00 p.m., Monday through Friday (unless the physician specifies a shorter work week).

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to place the employee on disability leave.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village reasonably determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the employee or Pension Board in dealing with an employee on a disability pension.

Section 15. Fire Prevention Bureau. Where there is a permanent vacancy in the Fire Prevention Bureau ("FPB"), which the Village has decided to fill, the assignment to the FPB shall be made by the Fire Chief in the following order:

1. First, from among lieutenant(s) who volunteer for such assignment, unless the Fire Chief determines that any such lieutenant has already been assigned or has already served (or is serving) as an understudy for a special assignment and is reasonably expected to be assigned within the next 12 months to that special assignment (*i.e.*, maintenance officer, director of recruit training, TRS director, and any equivalent special assignment in terms of overall duties and responsibilities that may be established in the future).
2. Second, if no one volunteers or if there is an insufficient number of volunteers, the lieutenant(s) with the least departmental seniority, unless the Fire Chief determines that any such lieutenant has already been assigned or has already served (or is serving) as an understudy for a special assignment and is reasonably expected to be assigned within the next 12 months to that special assignment (*i.e.*, maintenance officer, director of recruit training, TRS director, and any equivalent special assignment in terms of overall duties and responsibilities that may be established in the future).

Absent voluntary consent and as long as there is a volunteer available or a lieutenant (if more than one, the one with the least departmental seniority) who has not previously been assigned to the FPB and who is available for such assignment, no lieutenant shall be assigned to the Fire Prevention Bureau for more than three years, provided that the period may be extended until the

next most senior of the remaining FPB lieutenants in terms of service in the Fire Prevention Bureau (excluding the Fire Marshal), if any, has at least six months experience in the FPB, provided that the period of the extension shall not exceed six months.

While it is normally expected that a lieutenant will serve for three years in the FPB, the Fire Chief retains the right to reassign a lieutenant before the end of the three year period, provided that a lieutenant who is reassigned and who at the time of reassignment had served less than two years in the FPB shall be eligible for reassignment to the FPB to finish his three year assignment. Similarly, the Fire Chief retains the right to temporarily assign a lieutenant to the FPB or to reassign a lieutenant who has volunteered to work in the FPB for more than three years if the Fire Chief determines that such reassignment is necessary. Temporary assignments shall normally be for the purpose of staffing the bureau during an extended absence of a FPB lieutenant (*e.g.*, illness or disability) or because of an unexpected vacancy (*e.g.*, a FPB lieutenant quits). Absent voluntary consent, such temporary assignments shall not exceed six months. Temporary assignments to the FPB shall be rotated among lieutenants who have already served in the Fire Prevention Bureau and who are not serving in a special assignment as defined above, provided that any FPB lieutenant whose period of assignment was extended beyond three years shall not be temporarily reassigned to the FPB unless no other lieutenant is available for such assignment.

Section 16. Subcontracting. (a) No employee shall be laid off as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement.

(b) Notwithstanding the foregoing, basic fire suppression work shall not be subcontracted, provided that this provision shall not be applicable to any mutual aid agreements

that the Village has or may have with other fire departments or if there is a violation of Article VII, Section 1.

(c) If the Village subcontracts non-fire suppression work performed by employees covered by this Agreement, no bargaining unit employee shall be directly supervised by non-sworn personnel as a result thereof.

Section 17. Physical Fitness Program. (a) The Village may establish a reasonable mandatory physical fitness program which, if established, will include individualized goals. No employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals. Before any new program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee.

(b) An employee's participation in a mandatory physical fitness program shall normally occur during an employee's tour of duty, provided that this provision shall not be applicable to remedial action pursuant to Section 2 above. Employees shall not be prohibited from participating in a mandatory physical fitness program during assigned time if all regularly assigned duties, including training, have been completed and approval has been granted, in advance, by a non-bargaining unit supervisor, provided that approval shall not be arbitrarily and unreasonably denied. Participation in voluntary physical fitness activities shall not occur during assigned time.

(c) The foregoing shall not be construed to either relieve an employee of his obligation to meet reasonable job-related physical fitness standards that may be established by the Village or interfere with the Village's right to terminate an employee who is unable to meet reasonable job-related physical fitness standards.

Section 18. Stand Down Time. Except for night training as recommended by Insurance Service Organization (ISO), stand down time for 24-hour shift personnel shall normally commence no later than 4:00 p.m. Monday through Saturday and 10:00 a.m. on Sunday and on the 12 holidays designated annually by the Village Manager. No employee shall engage in any activities related to secondary employment (including self-employment) during either assigned or stand down time for which the employee is being paid by the Village; the only exceptions shall be reading, writing, and incidental use of the telephone (*e.g.*, placing orders, confirming an appointment), with the understanding that use of the telephone to solicit business, conduct sales activities, etc., is not permitted. Under no circumstances shall an employee meet with customers/clients or potential customers/clients at the fire station during either assigned or stand down time.

Section 19. Job Duties. The primary job duties of employees covered by this Agreement shall be (1) fire suppression, prevention, and extinguishment; (2) normal and routine maintenance of equipment, fire station and grounds, including plowing snow from fire station aprons and fire station parking lots and plowing snow to provide access for fire department equipment on emergency calls; (3) emergency medical services; (4) hazardous materials incident management; and (5) station painting where such painting does not require the use of ladders of a greater length than six feet, with the understanding that they may be required to clean and wash walls and ceilings and change light bulbs even though such tasks require the use of scaffolds or ladders of a greater length than six feet. It is recognized that changes in job duties and job functions will occur from time to time and that the Village may assign employees new or different job duties and job functions as long as they are reasonably related to those set forth above in (1) through (4). Job duties described in (5) above shall normally be performed between

the commencement of the tour of duty and 5:00 p.m. Employees will not be required to perform nonemergency duties outdoors during extreme weather conditions.

Nothing herein shall interfere with the right of employees to volunteer, or the Village's right to ask for volunteers, to perform job duties unrelated to the primary job duties set forth above, but the employee's refusal to volunteer to perform such unrelated duties shall not be cause for discipline.

Section 20. Credit for Village Service in Non-Bargaining Unit Positions. If a Village employee is employed by the Village full time in a non-bargaining unit position and is subsequently employed in a position covered by this Agreement without any break in the continuity of Village service, the employee shall be credited for such prior full-time Village service in determining eligibility for the number of vacation days and the amount of longevity pay and be credited for the number of sick leave days accrued. Prior Village service in a non-bargaining unit position which is not continuous (*i.e.*, there is a break in the employee's Village employment between the time he was employed in a non-bargaining unit position and the time he is employed in a position covered by this Agreement) may, at the sole discretion of the Village, be credited in determining eligibility for the number of vacation days and the amount of longevity pay.

Section 21. Performance Evaluations. The performance of each employee shall be fairly evaluated at least once each calendar year. Such performance evaluations shall be in writing and shall be done by officer(s) who have a reasonable familiarity with the employee's job performance during the period covered by the evaluation. The employee shall be provided with a written copy of the performance evaluation and the employee shall sign the evaluation acknowledging that the employee has received a copy of his evaluation and has read it. Within

seven days after receiving the written performance evaluation, the employee may submit a written response or rebuttal to the evaluation. If such a written response/rebuttal is submitted in timely fashion, it shall be included in the employee's personnel file along with the performance evaluation.

Section 22. Posting of Fire Service Training Opportunities.

Training opportunities which the Fire Department decides to offer to employees (*e.g.*, courses offered by the University of Illinois or the Illinois Fire Chiefs Foundation) shall be posted in all fire stations and such postings shall set forth the cost and the amount of reimbursement provided by the Village, if any, and whether or not attendance will be on the employee's own time. As the Fire Chief or his designee determines a need for training in a specialized area, and as long as it is determined that the operational needs of the Fire Department are being met, such training opportunities shall be equitably distributed among qualified employees who express in writing within the time specified in the posting an interest in being considered for such training opportunities. Other training opportunities which are not required to meet a fire department operational need shall be equitably distributed among qualified employees who express in writing, within the time specified in the posting, an interest in being considered for such training opportunities. Except for training opportunities unique to a particular employee's current specialized assignment (*e.g.*, trench rescue, high rise rescue, etc.), no training opportunities for which the Village provides reimbursement and/or paid time off to attend will be offered to an employee until said opportunity has been posted as provided above.

Section 23. Safety Committee. A Safety Committee composed of three persons designated by the Fire Chief and three bargaining unit employees designated by the Union President shall meet at such times as a majority of the Committee may deem necessary, but in no

event less than four times per year, for the purpose of discussing and investigating matters relating to safety in the Village of Arlington Heights Fire Department. The Safety Committee may make written recommendations concerning safety issues to the Fire Chief. If any Safety Committee meeting is scheduled during the working hours of any employee who will be attending the meeting, the employee shall be released from duty to attend the meeting without loss of pay.

Section 24. Fireguard/Extra Duty Assignments. Fireguard, or extra duty assignments for EMT-B's, and/or EMT-P's, shall be distributed as follows:

1. First preference shall normally be given to members of the Arlington Heights Fire Department who are assigned to the Fire Prevention Bureau and who have previously expressed an interest in the assignment.
2. All other members of the Arlington Heights Fire Department who are interested in serving as a fireguard, or EMT-Bs, and/or EMT-Ps interested in extra duty details, shall notify the designated officer in charge of their interest, in writing, by a time specified by the officer, unless the member has opted out of such assignments for the calendar year.
 - a. Among such employees, insofar as practicable, the Village will endeavor to distribute the fireguard/extra duty assignments to qualified employees on an equitable basis over the course of a calendar year. (The initial list each January 1 shall be by seniority.)
3. If an employee demonstrates that he did not receive an assignment that he should have received or was not available to sign up for such an assignment on the day when the assignments were made, he shall have first preference for the next available assignment.
4. The Fire Chief retains the right to disqualify an employee from an assignment; provided, however, that the Fire Chief shall not arbitrarily and unreasonably disqualify an employee from such assignment.

Section 25. Distribution of Agreement. The Village agrees to duplicate at its expense enough copies of the Agreement for each member of the bargaining unit, with the understanding that the Union shall have the responsibility of distributing a copy of the Agreement to all employees covered by this Agreement after its ratification by both parties. During the term of

the Agreement, the Village shall have the responsibility of distributing a copy of the Agreement to any new employees who are hired into positions covered by this Agreement.

Section 26. Tuition Reimbursement. Employees may continue to participate in the Village's tuition reimbursement program during the term of this Agreement to the extent and on the same terms as other Village employees, provided that all courses necessary to complete an associate degree in fire service shall be reimbursed at the rate of 100% and all courses necessary to complete a B.S. degree in the fire service shall be reimbursed at the rate of 50% of the tuition cost. All requests for reimbursement must be submitted on forms provided by the Village. All courses that are required to obtain an Associate Degree in fire services or a B.S. in the fire services shall be reimbursed if the degree program in question has been pre-approved and the employee presents proof of tuition payment and receipt of the grade "C" or better for the required course or courses. Only a course which is not part of a previously approved degree program must be pre-approved before taking the course.

Section 27. Engineer Certification Program. The Fire Department's engineer certification program for engineers and back-up drivers shall be continued during the term of this Agreement, subject to the following modifications:

1. Not less than two refresher courses shall be scheduled during duty hours each year.
2. The recertification examination shall be based on material covered in the Illinois Fire Apparatus Engineer certification program and in the refresher courses.
3. A probationary employee shall not be eligible to take the engineer certification examination.
4. In order to pass the certification/recertification examination an employee must have a score of 75 or better on each part of the examination. Provided, however, that in connection with the recertification examination, an employee in a paid engineer position will, if necessary, be given one opportunity to retake the practical part of the examination only. The Village retains the right to determine the content and frequency of all such examinations.

5. In addition to the written and tactical components of the examination, which shall each be weighted at 45%, respectively, a backup driver with more than five years of seniority may earn one point per year for each year of subsequent service as a backup driver up to a maximum of ten points. (*E.g.*, A ten year employee with five years of service as a backup drive after completing his fifth year of employment shall be entitled to five points.)
6. No employee shall be eligible to fill a permanent engineer vacancy until he or she has been a bargaining unit employee for at least five years. An employee selected to fill a permanent engineer vacancy which the Department has decided to fill shall come from the top three eligible employees on the back-up driver list based on the scores from the most recent certification/recertification examinations. Appointment of an eligible firefighter paramedic to a permanent engineer vacancy is subject to the following conditions:
 - a. If the number of paramedics is equal to or less than the minimum number of paramedics established by the Fire Chief, then a paramedic among the top three eligibles on the backup driver list who is chosen (“Employee A”) shall be deemed to have secured the driver-engineer slot, but will not be appointed to such position until an additional paramedic is available to maintain the minimum. (Prior to permanent appointment, Employee A retains his current assignment as a paramedic.); and
 - b. If another engineer certification examination occurs before an additional paramedic becomes available, Employee A shall still have first priority for the permanent engineer vacancy, so long as Employee A passes such subsequent examination, even if Employee A is not among the top three.
7. A conditional employee, as defined in Article XVII, Section 1, who served as an Arlington Heights Fire Department paramedic before being appointed to fill a permanent engineer vacancy under this Article, will not be removed from his or her Engineer position to serve as a paramedic, provided that such employee maintains his or her status as an engineer (*e.g.*, passes all recertification examinations).
8. The Department will provide driver training to all fire fighters as part of the Department’s overall training program. A list shall be established from among the employees who have received such training and who possess a NAPD Driving Certificate, a State of Illinois apparatus engineer certificate, and a Class “B” Illinois driver’s license (or equivalent). This list shall be known as the supplemental driver’s list. Employees on such list may be assigned as acting engineer after first consideration has been given to firefighters on duty who are on the engineer eligibility list referred to in Article XI, Section 4. So long as there are at least four back up drivers assigned to each 24 hour shift, the Village will make every effort to avoid assigning other employees on the supplemental driver’s list to serve as acting engineer, provided that the Village reserves the right to make such acting assignments when necessary.

Section 28. Station and Shift Bidding. Station and shift bidding shall usually be completed in the month of September. The process shall be organized by the Union. During the month of August, a union representative shall contact the Fire Chief for the bidding template, as well as any special instructions for the upcoming bidding (e.g. number and location of positions held open for probationary firefighters and paramedic students). There will normally be a full re-bidding every third year and a partial re-bidding the other two years.

During a full re-bidding, every bargaining unit position will be open, unless designated otherwise by the Fire Chief.

In the years where there is only partial re-bidding, only those spots currently unassigned will be available for re-bidding and only those bargaining unit members currently unassigned will be eligible to participate. A member may become unassigned by notifying the union representative prior to the start of the bidding process that s/he wants to vacate their assigned position. That action makes their position available for bidding and that member able to participate in the re-bidding process.

Upon completion of the bidding process, either full or partial, the final template, showing placement of all firefighters, engineers, paramedics and lieutenants, shall be submitted to the Fire Chief for his approval. The template shall be submitted no later than October 1 of each year.

Notwithstanding the foregoing, the final right to make station and shift assignments, including changes to existing assignments, is expressly retained by the Fire Chief in order to ensure that the overall needs of the Fire Department are met. Such assignments shall not be arbitrary or discriminatory. Reasons the Chief may use for changing a station or shift assignment, include but are expressly not limited to, training needs, balance (e.g. seniority, specialties), and familiarity (e.g. districts, equipment).

Section 29. Smoking. Employees will not be permitted to smoke in contravention of State law, as the same may be changed from time to time. In no event, however, may an employee smoke during an event open to the public, such as a tour, open house, public education, block parties and like events.

Section 30. Disability Benefits. No change in current system, statutory benefits are to be unchanged by the collective bargaining agreement.

Section 31. Apparatus Staffing. The minimum staffing levels for each Fire Department vehicle listed below that the Fire Department decides to place in-service shall be:

3 personnel on each in-service Engine Company

3 personnel on each in-service Truck Company

2 personnel on each in-service Squad Company

2 paramedics on each in-service Ambulance Company

For the purpose of unforeseeable emergencies (*e.g.*, a firefighter is needed to drive an ambulance to the hospital; a firefighter becomes incapacitated due to injury or illness), the Fire Department may temporarily deviate from the above mentioned staffing levels, provided that the Fire Department, at its earliest convenience, undertakes the necessary steps to restore the proper staffing levels. Efforts to restore the staffing levels include, but are not limited to, detailing personnel from another apparatus, hiring back off-duty personnel, or placing a vehicle out-of-service.

Each type of apparatus listed below that the Fire Department decides to place in-service shall normally be manned by the following personnel:

Engine Company:	1 Lieutenant, 1 Engineer, 1 Firefighter or Firefighter/Paramedic
-----------------	--

Truck Company: 1 Lieutenant, 1 Engineer, 1 Firefighter or Firefighter/Paramedic

Squad Company: 2 Firefighters (Paramedics and/or EMT-B's)

Ambulance Company: 2 Paramedics

An employee serving in acting capacity may be used in lieu of a Lieutenant or Engineer.

ARTICLE XV

PROMOTIONS

Section 1. Applicability. This Article shall only apply to promotions to the rank of Lieutenant, from and after expiration of the Fire Lieutenant's Eligibility List in effect until 2016. The new Lieutenant's Eligibility List shall be developed in accordance with this Article.

Section 2. Initial Eligibility. A person in the rank of firefighter shall not be eligible to participate in the Lieutenant's promotional process until he or she has completed five years of service as a full-time firefighter with the Village, and has attained certification as a Firefighter III. For purposes of determining eligibility under this Section, as well as seniority points and ascertained merit under Sections 4 and 5, below, the firefighter must be eligible as of the first day the Fire Chief's interview process begins, *i.e.* the first day the Fire Chief conducts an interview of any candidate for promotion.

Section 3. Components. The following components will be included in the testing process, and accorded the weights indicated below in connection with establishment of the final eligibility list for promotion to the rank of Lieutenant:

Component	Maximum Points	Percentage Weight
Seniority	100	10
Ascertained merit	100	10
Fire Chief's Points	100	10
Written Exam	100	50
Tactical Simulation	100	10
BFPC Oral Interview	100	10

The promotional testing components shall be administered in the order stated above, starting with determination of seniority points, and ending with the Board of Fire and Police Commissioners' ("BFPC") Oral Interview. The points earned under each component will be disclosed to the candidate as soon as practical after the component is completed. Also, upon request, an employee will be told of the highest and lowest composite scores for each component of the examination, and their ranking in each component. No promotional points shall be awarded for military service or veteran's status.

The Fire Chief or his designee(s) will offer to interview each eligible candidate who applies for promotion to the rank of lieutenant, before the Chief's points are awarded. Commencing in 2006, and thereafter in even numbered calendar years, the Fire Chief's interview process shall begin during the first full week of April.

The Tactical Simulation component will be designed by the Fire Department. It will simulate scenarios that relate back to the Department's General Orders and Standard Operating Procedures. The Department will provide training on tactical situations prior to this testing phase. This component will be administered and scored by a third party selected by the Village. Candidates will receive points for each question answered correctly on the test. After all candidates have completed the entire promotional testing process, candidates will have the ability to request and receive detailed feedback on their performance on the Tactical Simulation component.

The Fire Chief's points and the Tactical Simulation will be scored on a scale of 0 to 100 points and the BFPC oral interview will be scored on a scale of 50 to 100 points; provided, however, that any employee who fails to appear for the BFPC oral interview, the Fire Chief's interview, or the Tactical Simulation shall receive no points for such component. The points of

each component will be reduced by the weight assigned to that component. The scores of all components shall then be added to produce a total score based upon a scale of 100 points.

The Union and the Village may each have one impartial monitor who is not a member of the Department, if they so desire, observe the tactical simulation component, oral interviews conducted by the Fire Chief or his designee and oral interviews conducted by the BFPC. To the extent either party elects to have a monitor present for any such component, that party shall notify the other at least 45 days in advance, in which case both parties shall have the right to have a monitor at such component(s). Each party shall insure that the same monitor observes a particular component. The monitors shall not interfere with the promotion process, but shall promptly report any process violations or irregularities to the BFPC and all other affected parties. Any points or scores awarded in connection with any subjective component shall not be subject to challenge or dispute under the grievance procedure. Provided, however, if the monitor reports a significant difference in the process used for the tactical simulation component, or the overall type of questions asked during oral interviews conducted by the Fire Chief or his designee or oral interviews conducted by the BFPC, then a grievance may be filed by the Union or an affected employee within five calendar days.

Except as otherwise provided herein, there shall be no monitors for any component.

Section 4. Seniority. An eligible applicant shall be given credit for seniority for all credited service as a sworn Firefighter in the Department as described herein. An applicant shall be credited with 0.833 points for each full month of completed service they have as of April 1, 2004, and shall thereafter accrue 0.555 points for each subsequent month of completed service, not to exceed a maximum of 100 points. Partial months shall not be counted. (*E.g.*, If a firefighter was hired on January 1, 2000, he or she would have 42.483 points as of April 1, 2004,

and would earn an additional 0.555 points for each subsequent completed month of service. A seniority list and the points for which each firefighter is eligible shall be posted before the first day the Fire Chief conducts an interview of any candidate for promotion, as described in Section 3, above.

Section 5. Ascertained Merit. A maximum of 100 points may be awarded for ascertained merit. An applicant shall submit an application with evidence of ascertained merit by a date specified by the Village, and points shall be awarded as follows:

	<u>Points</u>
<u>Advanced Degree</u>	
Associate's Degree or higher in Fire Science or fire service related equivalent *	30
* An eligible employee receives points for the highest degree attained only; degree points are non-cumulative.	
<u>Individual Courses</u>	
Fire Management I/Leadership I	10
Fire Management II/Leadership II	10
Fire Instructor I	10
Fire Tactics and Strategies I	10
Fire Prevention Principles I	10
<u>Certifications</u>	
Fire Apparatus Engineer Certification	10
Paramedic Certification, <i>i.e.</i> , service in AHFD as an EMT-P	15

All degrees must be from an accredited institution of higher education. Individual course credits, *i.e.* Fire Management I, Fire Management II, Fire Instructor I, Fire Tactics and Strategies I and Fire Prevention Principles I must be approved by the Illinois State Fire Marshal for points to be awarded. The FAE certification must be issued by the Illinois State Fire Marshal.

Section 6. Written Exam. The Village will post a reading list of the study materials for the written examination, which shall include study/reference material for all areas contained in the written exam, at least 90 calendar days in advance of the date of the written examination, in each fire station. The Village will place reference books for the upcoming written exam at each fire station, at least 90 calendar days before the written test is administered. The name of any applicant for promotion who does not attain a minimum passing score of 70% on the written exam shall not be entered on the final promotion list. Any applicant who does not pass the written exam shall also be ineligible to participate in the remaining components of the Lieutenant's promotional process.

Section 7. Duration of Final Promotion List. A final Lieutenant's Eligibility List shall be effective for a period of two years from the date of its posting.

Section 8. Order of Selection. When there is a vacant or newly created position in the rank of lieutenant that the Village Board of Trustees has funded and authorized to be filled, the BFPC shall appoint the person with the highest ranking on the final promotional list, except that the BFPC shall have the right to pass over that person if the BFPC, upon recommendation by the Fire Chief, has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant since the promotional process began. If the ranking person is passed over, the BFPC shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. If there is a dispute over the selection of the second highest ranked person, the highest ranked person may file a grievance in accordance with the provisions of the grievance and

arbitration procedure set forth in Article VI of this Agreement; provided, however, to be considered timely, any such grievance must be filed within five calendar days of the time the employee has been advised that he/she is being passed over. Any such grievance will be filed at Step 3 of the grievance procedure. If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process.

Any candidate on the promotion list may refuse a promotion once without losing their place on the list. If such candidate refuses a promotion a second time, however, then he or she shall be removed from the promotional list, provided that such action shall not prejudice the individual's opportunity to participate in future promotional processes.

Section 9. Right of Review. Except as otherwise provided herein, any individual participant in the promotional process who believes that an error has been made with respect to his or her eligibility to take an examination, examination result, or placement or position on a promotion list may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article VI of this Agreement; provided, however, to be considered timely, any such grievance must be filed within five calendar days of the time the final promotion list is posted or the candidate learns that an error may have been made, whichever comes first. Any such grievance will be filed at Step 3. If a grievance is filed concerning this Section or Article, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any promotion grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant.

Section 10. Precedence of Article. During the term of this Agreement, and pursuant to Section 10 (e) of the Fire Department Promotion Act and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the rank of

Lieutenant shall be governed solely by the provisions of this Article, instead of the Fire Department Promotion Act. Except as provided in this Article, all remaining aspects of the Lieutenant's promotional process shall be in accordance with the applicable Rules and Regulations of the Village Board of Fire and Police Commissioners, as the same may be changed from time to time. The parties expressly agree that the substantive content of any written exam or tactical simulation, including the exam format and design, and the identity of those who conduct such components, shall not be subject to the grievance procedure.

ARTICLE XVI

LABOR-MANAGEMENT MEETINGS

At the request of either party, the President of the Union and the Fire Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Union may invite other Union representatives (not to exceed two) to attend such meetings. The Fire Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting, provided that if the President of the Union requests the meeting, a copy of the agenda shall also be submitted to the Village Manager and the Village Manager or his designee may attend such meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. If any labor-management meeting is scheduled during working hours of an employee, such employee shall be released from duty to attend such meeting without loss of pay.

ARTICLE XVII

MAINTENANCE OF SPECIFIC WORK DAY PRIVILEGES

The Village will maintain the following specific work day privileges for employees generally:

1. Employees shall be provided with a free parking space for their own car, motorcycle or pickup truck.
2. Employees will be permitted to utilize a Village land line telephone at each fire station for incoming and outgoing personal calls, provided that the use of the phones for such purpose is subject to such reasonable rules and regulations as the Fire Chief may prescribe.
3. The heating, air conditioning, and plumbing in each fire station shall be maintained in good working order.

In addition, the Village will maintain the following specific work day privileges for employees who are assigned to 24-hour shifts:

1. Beds will be provided as per existing practice.
2. The employees assigned to an ambulance or squad will be allowed, with the approval of their Company officer, reasonable time to shop for food and kitchen supplies during their tour of duty, with the understanding that the vehicle shall remain in service during such time.
3. Each fire station will have a kitchen with necessary utensils and equipment, including a dishwasher, and a sufficient eating area.
4. Employees shall be permitted to perform routine upkeep and maintenance on their own car, motorcycle or pickup truck during nonassigned time in accordance with the General Order in effect on September 1, 1988.
5. Each fire station will have a day room with sufficient seating, bathroom and shower facilities, and locker facilities (*i.e.*, one locker per employee).
6. Each fire station shall be equipped with one television and one video recorder which may be used for recreational purposes during nonassigned time, subject to such reasonable rules and regulations as the Village may prescribe.
7. Employees shall be required to eat their meals at a common meal site within the fire station to which they are assigned.

8. Kitchen and bath soap, dishwashing soap, paper towels, toilet paper, and household cleaners will be provided.

None of the foregoing shall interfere with the normal operations of the Fire Department.

The Village will provide 30 kitchen towels and 30 dish cloths per fire station. The Village will pay each firefighter assigned to a 24-hour shift a total of \$50 per fiscal year, to be paid during the month of May, to offset the cost of the employee's purchase of sheets, pillow cases, bath towels and face cloths.

ARTICLE XVIII

EMERGENCY MEDICAL SERVICES

Section 1. Definition. For the purpose of this Article only, references to "Conditional Employee" shall mean any employee hired on or after March 31, 1987.

Section 2. Condition of Employment. All Conditional Employees shall obtain, if directed, paramedic certification and shall maintain their paramedic certification as a condition of employment unless the Fire Chief grants written permission to an employee to decertify as a paramedic or the employee opts out pursuant to the provisions of Section 5 below.

If there are an insufficient number of firefighter volunteers to fill paramedic slots that the Fire Chief has decided to fill, Conditional Employees may be directed by the Fire Chief to obtain and thereafter maintain paramedic certification unless the Fire Chief grants written permission to an employee to decertify as a paramedic. Subject to overall departmental needs and the availability of training slots at the selected training hospital, the Fire Chief shall direct volunteers and/or Conditional Employees to obtain their paramedic certification whenever the total number of employees who have paramedic certifications does not exceed by six the number the Fire Chief has established. Selection of firefighter volunteers and Conditional Employees for paramedic certification shall be based on an overall assessment of departmental needs. Seniority

shall be considered but shall not be controlling. If there are not enough Firefighter volunteers, the Conditional Firefighter employee with the least time served as an Arlington Heights Paramedic will be directed to recertify, or become certified, as a paramedic, so long as the needs of the department are not adversely affected. (If two conditional employees have equal time served as an Arlington Heights Paramedic, the most senior Conditional Employee, as long as the needs of the department are not adversely affected, shall be directed to obtain paramedic certification.)

Section 3. Good Faith Effort. Conditional Employees shall make a good faith effort to obtain and maintain their certification as paramedics. A Conditional Employee's failure to make, in the Fire Chief's judgment, a good faith effort to obtain or maintain their paramedic certification shall constitute cause for termination. If a non-probationary Conditional Employee believes that the Fire Chief's determination that the Conditional Employee has not made a good faith effort to obtain/maintain certification as an EMT-B or as an EMT-P is arbitrary and unreasonable, the non-probationary Conditional Employee may file a grievance over this issue in accordance with Article VI of this Agreement.

A non-probationary employee who makes, in the Fire Chief's judgment, a good faith effort but nevertheless fails to successfully obtain/maintain EMT-B certification shall be given one additional opportunity to obtain/maintain same. Similarly, a non-probationary Conditional Employee who makes, in the Fire Chief's judgment, a good faith effort but nevertheless fails to successfully obtain/maintain his paramedic certification shall be given one additional opportunity to retake the necessary courses (provided one of the resource hospitals which the Department has used in the past accepts the employee for such retraining), and/or retake examinations the number of times authorized by law (provided the appropriate representative of the applicable

resource hospital has approved the retaking of the examination). If such employee obtains or retains certification as an EMT-B or EMT-P, the Village will refund to the employee upon submission of appropriate receipts evidencing payment for the direct costs for the retraining, such as tuition, fees, books, etc., provided that expenses for mileage and meals shall not be reimbursed. Time spent in such retraining outside the Conditional Employee's regularly scheduled hours of work shall not be considered compensable time for any purpose. A non-probationary Conditional Employee's failure to obtain or maintain certification as an EMT-B or EMT-P, whichever is applicable, after being given one additional opportunity shall constitute cause for termination.

Section 4. Employees for Whom EMT-P Certification Is Not a Condition of Employment. Non-conditional employees who are not governed by Section 2 but who nevertheless volunteer or have volunteered to obtain and/or maintain EMT-P certification shall not be subject to discipline or discharge for failing to obtain/maintain EMT-P certification, provided such employees make a good faith effort to obtain/maintain their EMT-P certification. The Department may require non-conditional employees to study courses and/or take classes for obtaining/maintaining status as an EMT-B. Such employees who have completed their probationary period shall not be subject to discipline or discharge if they fail to obtain/maintain EMT-B status provided they make a good faith effort to obtain/maintain their certification as an EMT-B.

Section 5. Opt Out Provisions if Number of EMT-P's Exceeds Number Established by the Fire Chief. Subject to the provisions of the Side Letter attached hereto, the Fire Chief shall establish the number of bargaining unit employees assigned to shift work who must maintain current paramedic certification and shall have the right to revise said number from time

to time, provided that the Fire Chief's determination of the number or the revision of such number shall not be made for arbitrary and unreasonable reasons. The Fire Chief shall advise the Union President of the number of employees who must maintain current paramedic certification and of any revision of such number. If the number of employees who have paramedic certifications exceeds the number that the Chief has established, employees up to the number in excess of the number established by the Chief shall have the right to be relieved of the requirement that they maintain their paramedic certification, subject to the following:

1. Employees shall notify the Fire Chief in writing of their desire to decertify or assume inactive status. An employee must have served as a paramedic with the Department for at least five years before being permitted to opt-out. This five-year requirement shall not apply to any employee who has been selected to serve as an engineer or promoted to lieutenant.
2. The month of July will be the opt-out period each year. Opt-out letters will be submitted starting July 1st and accepted through July 31st.
3. If the number of employees who request to decertify or assume inactive status would result in the number of paramedics dropping below the number established by the Fire Chief, preference shall be given to employees who have the greatest period of service as a paramedic in the Arlington Heights Fire Department; and
4. Absent extraordinary circumstances, no more than one paramedic may opt out as a paramedic in any calendar year.
5. The effective date of any opt-out will be the following year's shift change.

Section 6. Mandatory Decertification. Should the number of employees who have EMT-P certifications exceed by eight the number the Fire Chief has established, the Fire Chief may order employees to either decertify as an EMT-P or to cease functioning as an EMT-P with the Arlington Heights Fire Department, thereby forfeiting any additional compensation the employee would otherwise receive under Article XI, Section 1, for having an EMT-P certification, provided that the number of bargaining unit employees assigned to shift work who are paramedics shall not be less than the number established by the Fire Chief. If any employee

elects not to decertify, but merely to cease functioning as an EMT-P in the Arlington Heights Fire Department and to forfeit additional compensation, any arrangement necessary or costs incurred by such employee to maintain his status as an EMT-P shall be borne solely by the employee and any time spent to maintain such status outside the employee's regularly scheduled hours of work shall not be considered compensable time for any purpose. If the Fire Chief orders any employees to decertify or cease functioning as an EMT-P pursuant to this section, the needs of the Department shall be the controlling consideration; provided, however, that the desires of an employee who is within one year of retirement shall be given special consideration. Orders to decertify shall not be issued arbitrarily or capriciously.

Arrangements for EMT-B and EMT-P Training. The Village shall make appropriate arrangements for employees to undertake the necessary courses of study, practical experience, and other prerequisites to obtaining and/or maintaining certification, including paying the direct cost for the training in accordance with present practice, except as provided in Section 3 above concerning retraining. The Department will make every effort to send any employee who has not previously served as a paramedic with the Department who has so requested to attend EMT-P school, subject to budgetary, manpower and/or departmental needs.

Section 7. In accordance with current practice, the Department shall provide paramedics annually with a reasonable opportunity to obtain the continuing education hours needed for recertification during their regularly scheduled hours of work. If despite the provisions of this Article time is spent outside an employee's regularly scheduled hours of work to obtain/maintain EMT-B or EMT-P status, such time shall not be considered compensable time for any purpose.

Employees may be temporarily assigned to a 40-hour workweek in order to be trained as an EMT-B or EMT-P, provided such assignment shall not reduce the employee's base salary.

Section 8. Rotation. Where feasible, the department will attempt to provide for rotation between ambulance and fire suppression company assignments for firefighters/paramedics. Consistent with the need to provide the experience necessary for appropriate skill retention, the intent of such rotation is to reasonably distribute paramedic assignments among qualified firefighters/paramedics. Efforts to provide for such rotation shall necessarily be contingent on daily staffing needs. Firefighters/paramedics on restricted duty assignments and Lieutenants may not be subject to rotation.

Section 9. Notice and Medical Treatment. If the Fire Chief or any supervisory employee excluded from the bargaining unit is notified that an employee has provided emergency care or life support services to a patient who is suspected of having, or has been diagnosed as having, a dangerous exposure to hazardous materials, communicable disease, or serious infectious disease, the employee shall be immediately notified.

Coverage for the costs and expenses for treatment needed as a result of such exposure shall be in accordance with either Worker's Compensation or the medical plan selected by the employee pursuant to Article XII, Section 1, whichever is applicable.

The Village agrees to pay all expenses for inoculation or immunization shots for any employee wishing to be vaccinated or immunized where such vaccination or immunization is normally available in the Chicago metropolitan area and where such vaccination or immunization becomes necessary as a result of said employee's reasonably likely exposure in the line of duty to contagious diseases. The cost for any examination or diagnostic test necessary to confirm the effectiveness of a vaccine or immunization shall be paid for by the Village. The

Village may require the employee to sign a consent form prior to receiving any such vaccination or immunization.

Section 10. Certification/Licensure. The word “certification” as used in this Article shall be interpreted to also mean licensure, if applicable, and that the employee must be approved by the resource hospital.

ARTICLE XIX

EMPLOYEE DISCIPLINE

Section 1. Employee Rights. Employees shall have all rights as set forth in 65 ILCS 5/10-2.1, 1-17, to have their discipline cases reviewed by the Board of Fire and Police Commissioners. Employees shall have the alternative right to file grievances concerning discipline cases. The grievance procedure in Article VI and the hearing process by the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be available under the grievance procedure for any action heard before the Board of Fire and Police Commissioners. Furthermore, the filing of a grievance involving employee discipline shall act as a specific waiver by the Union and the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners and a form containing such specific waiver shall be executed by the Union and the involved employee before a grievance may be filed under the grievance procedure. Employees initially seeking review by the Board of Fire and Police Commissioners may subsequently elect to file a grievance within the appropriate time limits specified in the grievance procedure, but only prior to any hearing before the Board. Employees so filing a grievance shall immediately withdraw their requests for a Board hearing and waive any and all rights to additional hearing(s) before the Board.

Discipline charges shall be filed with the Board of Fire and Police Commissioners and copies shall be sent to the Union.

A hearing before the Board of Fire and Police Commissioners, if any, shall be conducted under the applicable rules and regulations of the Commission and the applicable statute.

A hearing before an arbitrator selected under the procedures of this collective bargaining contract shall be conducted in the same manner as an arbitration proceeding provided by this collective bargaining agreement, except that in cases involving discharge of an employee the parties will make every reasonable attempt to expedite the process.

Section 2. Employer's Authority. The authority of the Fire Chief to discipline employees shall be governed by 65 ILCS 5/10-2.1-1 et seq., regardless of which forum the employee may select in which to contest the disciplinary action.

ARTICLE XX

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject

of bargaining and concerning which the Village is considering changing during the term of this Agreement, provided the Union makes a timely and proper request to bargain over the change being considered by the Village.

ARTICLE XXI

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, section or portion of this Agreement.

ARTICLE XXII

DURATION AND TERM OF AGREEMENT

Section 1. Termination in 2017. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 90 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 60 days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new

agreement is reached unless either party gives at least ten days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this ____ day of _____, 2014.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

Village of Arlington Heights
BLUE CROSS BLUE SHIELD PPO BENEFIT SUMMARY

Attachment A
Blue Cross Blue Shield
Hospital/Physician PPO

Deductible	\$250 Individual \$750 Family
Coinsurance	90% Network 70% Non-Network
Out-of Pocket	\$1,000 Individual (In Network) \$2,000 Individual (Non-Network)
Inpatient Hospital	90% Network 70% Non-Network
Surgery	90% Network 70% Non-Network
X-Ray/Lab	90% Network 70% Non-Network
Office Visit	90% Network 70% Non-Network
Prescriptions	\$10 co-pay - generic \$20 co-pay - formulary \$30 co-pay - non-formulary
Emergency Room	90%
Lifetime Maximum	Unlimited

SIDE LETTER

The wearing of an official Union pin which is not larger than the size of a dime shall be limited to the lapel of the employee's squad jacket or dress uniform, or to the pocket flap of the station uniform shirt. This Side letter shall be in effect for the term of the collective bargaining agreement to which it is attached.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

It is the Fire Department's present intention to continue to purchase bunker turnout suits with microporous vapor liners (known as Gore-Tex vapor liners). If the Fire Chief subsequently determines that there are good and sufficient safety reasons to no longer purchase bunker turnout suits with Gore-Tex liners, the Fire Chief shall first discuss the matter at a Labor Management meeting, held in accordance with the provisions of Article XV.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

No bargaining unit employee shall be involuntarily assigned to a full-time position as Director of Paramedic Services. No Lieutenant shall be offered the position of Director of Paramedic Services unless he has successfully completed his one year probationary period as a Lieutenant.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

Unless the Village decides to add an additional ambulance company, the number of bargaining unit employees assigned to shift work who must maintain current paramedic certification shall not exceed 54 as of July 2014, as long as any employees who are required to maintain paramedic certification and with respect to whom such certification was not a condition of employment at the time of initial hire (*i.e.*, employees hired prior to March 31, 1987) have not been given the right to be relieved of such requirement pursuant to the provisions of Article XVIII, Section 5. When all such employees have been given the right to opt out (whether or not exercised), the provisions of Article XVIII, Section 5, with respect to the Fire Chief's right to revise said number shall be fully applicable. The provisions of Article VI of the parties' Agreement (Grievance and Arbitration Procedure) shall be applicable to this Side Letter.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

This is a Side Letter to the 2014-2017 collective bargaining agreement between the Village of Arlington Heights ("Village") and the Arlington Heights Firefighters Association, Local 3105, IAFF ("Union"). The Village and the Union agree that, in recognition of the fact that the 2014-2017 collective bargaining agreement was voluntarily agreed-upon prior to May 1, 2014, all employees in the bargaining unit as of the date the new agreement is signed will receive a one-time \$300 signing bonus within 30 days of the date the new agreement is executed. This lump sum bonus is non-precedential in nature, and shall not be added to base pay.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

APPENDIX A

ALTERNATIVE IMPASSE RESOLUTION AGREEMENT

WHEREAS, the provisions of § 1614(p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution;

NOW, THEREFORE, based upon the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Village and the Union agree to the following Alternative Impasse Resolution Procedure:

Section 1. Authority for Agreement: The parties agree that the statutory authority for this Agreement is § 1614(p) of the Act. The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Union that are subject to the negotiations for a successor agreement, the provisions of which are set forth herein.

Section 2. Selection of Arbitrator and Naming of Panel: The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to § 1614, they will engage in the arbitration of impasses procedures described in the Act and the Rules and Regulations of the Board, subject to the following:

- (a) **Service of Demand for Mediation:** The Village agrees that any Demand for Mediation filed by the Union and served upon the Village thirty (30) days prior to May 1, 2014 (or May 1 in any subsequent year if the Agreement is automatically renewed), shall be deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration proceedings under the Act and those Rules and Regulations shall be deemed to

have been initiated and commenced on the date of service and filing of the Demand for Mediation.

(b) **Arbitrator Selection Process:** The parties agree that notwithstanding the filing and service of any Demand for Mediation by the Union, the selection of an arbitrator will be delayed until such time as either party serves upon the representative of the other, in writing by certified mail, a Demand that the arbitrator selection process be commenced, provided that at least one month of mediation has occurred. It is further agreed that:

- (i) During this period of delay, the parties agree to continue good faith collective bargaining, including utilizing the services of the Federal Mediation and Conciliation Service;
- (ii) Within seven (7) days of the receipt by the other party of the written Demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. Unless the parties mutually agree otherwise, each party waives the right to a three member panel of arbitrators as provided in the Act and agrees that the arbitration proceedings shall be heard by a single, neutral arbitrator.
- (iii) In the absence of an agreement on a neutral arbitrator, the parties shall file a joint request with the American Arbitration Association (“AAA”) for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the AAA to limit the panel to members of the National Academy of Arbitrators. Both the Village and the Union shall have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in the AAA’s ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator. Each party shall have fourteen (14) calendar days from the date the panel list is received from the AAA to number the names on the panel list in order of preference and return the list to the AAA. Each party may strike up to two names from the panel list, but shall number in order of the preference the remaining names. In accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the arbitrator to serve. In the event that the arbitrator declines or is unable to serve, the AAA shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven (7) arbitrators from the AAA and commence

the selection process anew. It is further agreed that the AAA's role and participation in the arbitration process shall be strictly limited to providing the panel(s) and administering the selection process. Once an arbitrator has been selected by means of the parties' ranking of the members of the panel, the AAA's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform the AAA of this limited role by joint letter at the time the first panel is requested;

- (iv) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Alternative Impasse Resolution Agreement.

(c) **Issues in Dispute and Final Offers:** Within twenty-one (21) calendar days prior to the commencement of the hearing, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:

- (i) Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board. Either party may file a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.
- (ii) Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify final offers or from mutually agreeing to

resolve any or all the issues identified as being in dispute through further collective bargaining.

- (d) **Authority and Jurisdiction of Arbitrator:** The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Village and the Union. The arbitrator selected and appointed to resolve any disputes that may exist in the negotiations for a successor agreement shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation retroactive to May 1, 2014, (or May 1 in any subsequent year if the Agreement is automatically renewed), provided one party has served on the other party a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided one party has served on the other party a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages or other forms of compensation.
- (e) **Discretion and Judgment of Arbitrator:** The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive to May 1, 2014 (or May 1 in any subsequent year if the Agreement is automatically renewed), but rather intend to insure that the arbitrator has the jurisdiction and

authority to so award retroactive increases or decreases, provided a timely Demand for Mediation has been submitted by one party, to that date should he in his discretion and judgment believe such an award is appropriate.

(f) **Conduct of Hearings:** The parties agree that all arbitration hearings shall be conducted as follows:

- (i) Hearings shall be held in the Village of Arlington Heights, Illinois, at a mutually agreed location. Hearings may be conducted outside the Village of Arlington Heights only by written mutual agreement.
- (ii) The hearings shall begin within thirty (30) days of the notification from the AAA that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties, by mutual written agreement, may agree to delay the date of the first hearing for a period up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) days of the date of the first hearing.
- (iii) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative, within twenty-one (21) calendar days of the conclusion of the hearings;
- (iv) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of Post-hearing briefs, whichever is later;
- (v) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator, shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives.

(g) **Time Limits:** The parties agree that any time limits, regardless of whether they are set forth in this Alternative Impasse Resolution Procedure, in the Act, or in the

Rules and Regulations of the Board, may be extended by mutual written agreement.

- (h) **Remaining Provisions of § 1614:** Except as expressly provided in this Agreement, the parties agree that the provisions of § 1614 of the Act and the Rules and Regulations of the Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur over the negotiations for a successor agreement. To the extent there is any conflict between the provisions of this Agreement and § 1614 and/or the Rules and Regulations of the Board, it is the parties' express intent that the provisions of this Agreement shall prevail.
- (i) **Recitals Incorporated:** The parties agree that the recitals at the beginning of this Agreement represent essential elements of the understandings of the parties, and that the same are hereby incorporated as part of this Agreement.
- (j) **Authority of Representatives:** The undersigned representatives warrant to each other that they have been duly authorized to enter into this Agreement by the governing body of the Village and the membership of the bargaining unit, respectively, and that all necessary steps have been taken to insure that the terms of this Agreement will be binding on the Village and the Union.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

Village Manager

Union President

Director of Human Resources

Member of Negotiating Team



Item: Request for Closed Session

Department:

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

- and -

5 ILCS 120/2(c)(1): Appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended: