



AGENDA

President and Board of Trustees
Village of Arlington Heights
Board Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
March 20, 2017
8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

- A. Presentation of the Colors by Girl Scout Troop #40694 from South Middle School and Dryden School

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

- A. Village Board 03/06/2017

V. APPROVAL OF ACCOUNTS PAYABLE

- A. Warrant Register 03/15/2017

VI. RECOGNITIONS AND PRESENTATIONS

- A. Retirement of Police Canine Layka

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. Hillside Auto - 25 E. University Dr. - PC#15-004
Land Use Variation

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. Thermoplastic Lane Markings
- B. Fire Station Alerting System-Station #3
- C. Public Works Utility Body Truck Purchase
- D. Concrete Flatwork Contract Extension
- E. Hot Mix Asphalt Contract Extension
- F. Well #16 West Water Tank Exterior Painting
- G. Public Works Transit Vans Purchase

CONSENT LEGAL

- A. An Ordinance Amending Planned Unit Development Ordinance Numbers 05-041 and 78-026 and Granting Certain Variations from Chapter 28 of the Arlington Heights Municipal Code (Arlington Heights Police Station, 200 E. Sigwalt Street)

CONSENT PETITIONS AND COMMUNICATIONS

- A. Bond Waiver - National Ovarian Cancer Coalition

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

- A. New Hope Academy - 3250 N. Arlington Heights Rd. - PC#17-001 Land Use Variation for Private School

XIII. LEGAL

- A. An Ordinance Approving an Agreement Between the Village of Arlington Heights and the Arlington Heights Firefighters Association, Local 3105, I.A.F.F.
- B. An Ordinance Amending Chapter 7 of the Arlington Heights Municipal Code

(Article added - Article XIV, Conflicts with Certain Home Rule
County Ordinances - sick leave/minimum wage regulations)

XIV. REPORT OF THE VILLAGE MANAGER

A. Ivy Hotel - 519 W. Algonquin Rd. - Early Review

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

XVII. ADJOURNMENT

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



Item: Presentation of the Colors

Department: Village Manager's Office

Presentation of the Colors by Girl Scout Troop #40694 from South Middle School and Dryden School

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:



Item: vb minutes 3/6/17

Department: Village Clerk

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description	Type
VB Minutes 3/6/17	Minutes



MINUTES

President and Board of Trustees
Village of Arlington Heights
Board Room

Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005

March 6, 2017

8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

- A. Presentation of the Colors by Cub Scout Pack
#129 from Dryden, Juliette Low, and John Jay
Schools chartered by Southminster Presbyterian
Church

III. ROLL CALL OF MEMBERS

President Hayes and the following Trustees responded to roll: Glasgow, LaBedz, Tinaglia, Rosenberg, Scaletta, Sidor, Blackwood and Farwell.

Also present were: Randy Recklaus, Diana Mikula, Mark Burkland, Robin Ward, Charles Perkins, Scott Shirley, Gerald Mourning, Nick Pecora and Becky Hume.

IV. APPROVAL OF MINUTES

- A. Village Board 2/20/17 Approved

Trustee Carol Blackwood moved to approve. Trustee Jim Tinaglia Seconded the Motion.

The Motion: Passed

Ayes: Blackwood, Farwell, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

Abstain: Glasgow

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register of 2/28/17

Approved

Trustee Joe Farwell moved to approve the Warrant Register dated 2/28/16 in the amount of \$755,607.54. Trustee Thomas Glasgow Seconded the Motion.

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

VI. RECOGNITIONS AND PRESENTATIONS

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

IX. OLD BUSINESS

X. CONSENT AGENDA

CONSENT OLD BUSINESS

CONSENT APPROVAL OF BIDS

A. Authorization for Village Manager to enter into Electricity Supply Contracts Approved

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

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

B. Computer Replacement Program

Approved

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

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

C. Police Pursuit Vehicles Purchase Approved

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

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

D. Public Works Pickup Trucks Purchase Approved

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

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

CONSENT LEGAL

A. An Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation of Potable Water Supply Wells or by Any Other Method (5-39 E. Golf Terrace) Approved

Trustee Joe Farwell moved to approve 17-010. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

B. An Ordinance Approving a Preliminary Plat of Resubdivision and Granting a Variation from Chapter 29 of the Arlington Heights Municipal Code (Southpoint Shopping Center, 630-720 E. Rand Road) Approved

Trustee Joe Farwell moved to approve R17-006. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

- | | | |
|----|--|----------|
| C. | A Resolution Approving a Final Plat of Resubdivision
(Southpoint Resubdivision, 630-720 E. Rand Road) | Approved |
|----|--|----------|

Trustee Joe Farwell moved to approve 17-011. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

- | | | |
|----|--|----------|
| D. | An Ordinance Amending Chapter 21 of the Arlington Heights Municipal Code
(Sections in Article IV, Cross Connection Control) | Approved |
|----|--|----------|

Trustee Joe Farwell moved to approve 17-012. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

CONSENT REPORT OF THE VILLAGE MANAGER

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

- | | | |
|----|---|----------|
| A. | Arlington International Racecourse - 2200 W. Euclid Ave. - Sign Variation - DC#16-144 | Approved |
|----|---|----------|

Mr. Perkins said Arlington International Racecourse is petitioning to build a 60' x 20' electronic changeable (LED) billboard on its property facing Route 53. They are proposing to use the sign to advertise events at the racecourse as well as to sell advertising space on the sign to off-premises businesses. The messages will change every ten seconds and two of every six messages will be for the Racecourse during racing season.

The Design Commission did not vote in favor citing the following concerns; sign might set a precedent, it will be less effective at promoting race track because it also promotes other businesses, the promotion of businesses not in the village might have a negative impact on village businesses, the ads might be used to compete against local businesses.

There are eight existing billboard signs located in Rolling Meadows that face Route 53 adjacent to the proposed sign. Staff recommends the sign with ten restrictions. The petitioner agrees with all the restrictions proposed except adding the Arlington Racecourse name at the top of the sign. The petitioner does not want to lose sign space.

Tony Petrillo, General Manager of the Racetrack, said the Racetrack needs to attract more visitors and events to it's site. Over 600,000 people visit the track each year. The Racetrack is competing for events with venues which have billboard signage and need the sign to be competitive with these other sites. They are the largest employer in the village and bring significant tax dollars to the village. Guests of the track also patronize other village businesses.

President Hayes asked if they would be okay with their name on the catwalk of the sign. Mr. Petrillo said yes. He was against adding signage to the top as it would restrict space for advertisers. President Hayes asked if there would be spill over of light into any residential area. Mr. Petrillo said no. The sign complies with IDOT's requirements. President Hayes said he couldn't think of a better exception than this one as it is a major employer and attraction.

Trustee Farwell said he concurred with the Mayor. There is a symbiotic relationship between the village, the racecourse and other local businesses. The gaming act of 1990 changed things by giving riverboats gambling licenses so the horse racing industry now has a competitor with whom they cannot compete. Mr. Petrillo said they are much more regulated and limited in the number of race days they can operate and have experienced a 40% drop in wagering revenues. The Racecourse needs to remodel and become more of an entertainment destination now. Trustee Farwell said the sign is a vehicle to promote business. The track is a very unique business which brings many patrons to the village. He said all of the sign variation criteria were met.

Trustee Blackwood asked what would run if there is not a paid spot. Mr. Petrillo said Arlington Park would occupy the space. Other racetracks would not be promoted.

Trustee LaBedz asked if they were also building one in Rolling Meadows. Mr. Petrillo said no.

Trustee Tinaglia asked how much land the racetrack had and how many

people worked there. Mr. Petrillo said they have 320 acres and 1,100 employees. There are another 3,500 people who work for private businesses at the track. They generate approximately \$120,000 in sales taxes. Trustee Tinaglia said it was a benefit that the racetrack will own the structure and control the sign. He said he hoped the permits would be expedited so that construction begins before the horses are on site.

Trustee Glasgow said every piece of property is unique, this business and sign are unlike any other. There is a unique nature to property because of how it sits. There are 4-5 expos at the track currently and 8 more coming in the spring. These events drive people to the village. The character of neighborhood will not be impacted.

Trustee Scaletta said this sign will not set a precedent. Businesses can purchase ads on the 8 other billboards across Route 53, so it doesn't make sense to restrict the racecourse to selling only local ads. The track is the largest destination in the village, anytime the racetrack is open, it brings people into the village. He said he was glad they were controlling the content.

Trustee Rosenberg said he agreed that the hardship has been met and said the track is an asset to the community. He recommended changing recommendation #1 to include that Arlington International be on the apron of the sign. Mr. Petrillo said that would be okay.

Trustee Scaletta questioned the language allowing the village to promote local events. He said the Village needed to be careful for crowd control reasons. Mr. Perkins said he agreed and that anything the village did would be more generic branding.

The following conditions were agreed to:

1. The design of the sign shall be revised to include permanent "Arlington International" signage on the catwalk of the sign.
2. The display on the sign shall be static only. Oscillating, rotating, flashing, intermittent, moving lights and video are not allowed.
3. Each message shall be displayed for 10 seconds minimum.
4. The display shall be high resolution and full color.
5. Auto-dimming photo cell technology is required to adjust the display brightness based on ambient lighting conditions.
6. Brightness shall be limited to .3 footcandles maximum above ambient lighting conditions at 150 feet from the sign face.
7. Written certification from manufacturer is required to verify auto-dimming function, preset not-to-exceed .3 footcandles above ambient lighting conditions.
8. Sound is not allowed.
9. the sign shall be removed in its entirety if Arlington Racecourse ceases operations.
10. The Village of Arlington Heights shall be allowed to advertise the

community on the sign at no cost.

The Village Manager will draft a letter to have an accurate record of the variation and conditions. Village promotions would be within the racetrack's rotation.

Trustee Sidor said he didn't like condition #10 as the Board wouldn't get perks from any other business. The track is a good neighbor and he didn't think this needed to be a condition, but a gentleman's agreement.

Trustee Scaletta said #10 was offered to the village, it's okay to have the offer in writing. Had they not offered, that would not be okay. Since it was offered, there is nothing wrong with having it be part of the motion.

Trustee Sidor said he didn't think it should be a condition. If they are booked solid, and the village asks for some space, how would that work? Mr. Petrillo said they would give up some space in their slate, the spot would not be in every rotation, but perhaps every 6th minute.

Mr. Petrillo asked if they can proceed at their own risk and said he understood the consequences. Trustee Tinaglia said there is an enormous amount of work associated with permitting these signs. The documents will come, just maybe not the day the shell is on the ground. Trustee Rosenberg asked if the village will be there to observe. Mr. Recklaus said they can begin their process while the village's review is continuing. If it does not meet village standards, they would have to take it down and start over. The village's standards will not be lowered and inspections will occur at certain milestones in the project. Trustee Rosenberg said it would be helpful for building department to be present/available.

Trustee Bert Rosenberg moved to approve the sign with the ten conditions listed above. Trustee Jim Tinaglia Seconded the Motion.

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

Trustee John Scaletta moved to allow Arlington International Racecourse to proceed at its own risk in construction of an electronic changeable billboard. Trustee Bert Rosenberg Seconded the Motion.

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

- B. Arlington Heights Police Station - 200 E. Sigwalt Approved
 St. - PC#16-024

Amendment to PUD Ordinances 05-041 and 78-026

Mr. Perkins said the village is petitioning the village to amend the PUD Ordinances of 05-041 and 78-026 in order to construct a new police station. The Variations requested are:

1. A Variation to reduce the number of required parking space from 620 to 434 on the Municipal Campus.
2. A Variation to reduce the drive aisle in the rear parking lot from 24' to 22' for police vehicle parking.
3. A Variation to waive the requirement for one landscaped island within a row of more than 20 parking spaces in the rear of the police parking lot.

The current police building was constructed in 1978 for a staff of 92 employees. Today, the Police Department has 139 employees. The building no longer meets the needs of the department in terms of square footage and usability. The proposed design is a two-story, 70,500 square foot facility that includes a basement and a 10,000 square foot garage.

Deputy Chief Pecora enumerated the deficiencies in the building including: lack of storage space for officer's equipment, lack of storage space for evidence and records, lack of work space for the officers, lack of heating/air in spaces used for offices that were originally designed for storage, lack of access to technology, failing windows and doors, and safety compromises in the sally port.

Mr. Perkins outlined the project goals and said the 4th floor of Village Hall and the former Fire Academy are being used for storage which allowed for a reduction of square footage in the new building.

The variations will not alter the essential character of the locality. Included in the plan is added underground storm water detention. A wider drive will be accomplished with the reduction in drive aisle width (going from 3 to 2 lanes) and will add sufficient sidewalk space allowing pedestrians easier access to the building. There are over a hundred of parking spaces available during peak times as not all employees are on site at one time.

Mark Rohde, Steve Blye, Kevin Matray and Chris Siefert gave overviews of the building's architecture, engineering, landscape and construction.

Trustee Glasgow said the current building is not up to Code, and the safety of officers is at risk. Computer access is not adequate. Mr. Perkins said 6-8 residents came to community meeting, most of questions were regarding traffic in the neighborhood during construction and storm water detention.

Trustee Tinaglia asked how storm water will be different. Mr. Matray said now water is not controlled, the disturbed area will have a vault to detain water which holds it back to be released at a rate in accordance with Village Ordinance. Trustee Tinaglia said the scale will fit nicely in

community and there is nothing wasteful about the building.

Trustee LaBedz asked about the flat roof areas. Mr. Perkins said there is potential for access and expansion if there is room in the budget. Both roofs are "flat" but will have roof deck/drain system. Trustee LaBedz asked if there will be lane closures or detours. Mr. Siefert said it is possible; they will work with staff to minimize these and notify the residents if they need to occur. Mr. Perkins said lighting will be sensitive and internally illuminated, the building will not provide glare or spillover onto residences.

Trustee Farwell said Mr. Perkins gave the best presentation he had ever seen. He thanked the team for their hard work, Mr. Kuehne for his creative thinking and the Police Officers for their patience

Trustee Sidor asked if they were pursuing LEEDS Certification and environmentally friendly choices. Mr. Rohde said the mechanical systems will exceed today's standards. They are sourcing local bricks and stones, studying using impervious pavers, but will stick to budget. The construction techniques will also limit waste. They have not been charged with seeking LEED Certification. Mr. Recklaus said the team spent a lot of time looking at ways to do things in a green manner. But, it is a balancing act. Public Works is pursuing grants for fixtures. They are exploring using recycled ash lumber. However, any decision must meet the cost effective charge as well.

Trustee Rosenberg asked where the permeable pavers would be used. Mr. Matray said the front sidewalk will match the Municipal Campus sidewalk. The permeable pavers would be in the rear parking lot. The underground detention can accommodate a 100 year storm event. If a storm exceeded that, the overflow would go overland to east side of building. The Community Meeting Room can be used for Village Hall overflow and training. Trustee Rosenberg asked if the sally port will be gated. Mr. Perkins said the infrastructure will be in place, but it is not expected to be gated at this point. The sally port doors will be closed unless someone is exiting or entering. The only public entrance will be the front one. All other entrances will be secured.

Trustee Blackwood asked how the barrier walls function. Mr. Recklaus said he would supply her with that information. A secure bail entrance/exit is on east side.

Trustee Scaletta said residents in the Citizen's Police Academy felt sad for the police officers who were working in these conditions. Only necessary repairs have been made to the building for a number of years. He charged the construction team to be best neighbors they can be. The village will continue to look for grant funding.

Trustee Tinaglia asked that the roof reinforcement and paver costs be included to the Board. Mr. Recklaus said those items will be bid out as

alternates, so the numbers will be known.

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

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

XIII. LEGAL

- | | | |
|----|---|----------|
| A. | An Ordinance Amending Special Use Permit Ordinance Number 90-082 and Granting Variations from Chapter 28 of the Arlington Heights Municipal Code (Windsor School, 1315 E. Miner Street) | Approved |
|----|---|----------|

Trustee Glasgow recused himself to avoid the appearance of impropriety as his wife is on the School Board. He left the room at this time.

Mr. Recklaus said at the last meeting the Board moved to approve an Amendment to the Special Use Ordinance for Windsor School. One of the conditions was a stipulation that the School District shall continue to work with the village and the neighbors on the drop-off/pick-up. Staff was directed by the Board to ensure the drop-off/pick-up meets the village's standards. If plans are developed and condition not met, the project will not go forward. Two community meetings were held last week. A new drop-off lane will take of much pressure off the area. The School District was very responsive to the needs of the parents, even bringing mock ups of ideas from first meeting to the second meeting. The village will continue to communicate the process to Board, meeting attendees and the broader Windsor community. The village will host another meeting to discuss the refinements of the process.

Trustee Blackwood said she voted against project initially based on perception a lack of coordination with the stakeholders. After being in attendance at the meeting last week, she said she was very hopeful that this project will continue to be a work of collaboration.

Trustee Farwell asked what redress the Board would have if there is a lack of agreement with the parking situation. Ms. Ward said if any conditions are not met on the Ordinance, the Board can take back its approval. The approval of the Ordinance is subject to 5 conditions being met. Trustee Farwell said there was a change in spirit and more collaboration occurred. He would like that same spirit to continue.

Trustee Scaletta said he will continue attending these meetings. Based on his observation of the situation, some things need to improve on the

District side and some parents need to improve their behavior.

Trustee John Scaletta moved to approve. Trustee Jim Tinaglia Seconded the Motion.

The Motion: Passed

Ayes: Blackwood, Farwell, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

Abstain: Glasgow

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

Trustee Farwell said Coffee with the Cops is on March 11 at the McDonald's on Dundee Road.

XVII. ADJOURNMENT

Trustee Bert Rosenberg moved to adjourn at 10:33 p.m. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Blackwood, Farwell, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

Absent: Glasgow



Item: Warrant Register 3/15/17

Department: Village Clerk

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description

Warrant Register 3/15/17

Type

Warrant Register

Fund	Fund Description	Total Transaction Amount
101	General Fund	\$285,659.24
227	Foreign Fire Ins Tax Fund	\$12,614.56
231	Criminal Investigation Fd	\$3,700.00
235	Municipal Parkg Opr Fund	\$8,636.30
401	Capital Projects Fund	\$46,694.65
431	Public Building Fund	\$2,122.50
435	EAB Fund	\$19,236.50
505	Water and Sewer Fund	\$67,335.17
511	Solid Waste Fund SWANCC	\$84,623.85
515	Arts,Entert & Events Fund	\$136,470.27
605	Health Insurance Fund	\$297,886.86
611	General Liability Ins Fnd	\$3,000.00
615	Workers Compensation Ins	\$27,641.89
621	Fleet Operations Fund	\$12,662.61
625	Technology Fund	\$19,144.04
705	Police Pension Fund	\$45.08
711	Fire Pension Fund	\$38.18
715	Guaranty Deposits Fund	\$2,800.00
721	Escrow Deposits Fund	\$1,000.00
985	S/A #206 Lynnwood Utility	\$168.03
TOTAL ALL FUNDS		\$1,031,479.73

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 0					
Division: 0					
205103	505-0000-140.10-00	AMERICAN PRINTING TECHNOLOGIES	POSTAGE	\$2,052.18	\$2,052.18
205105	715-0000-220.93-00	ANTHONY JAMES BUILDERS	REFUND BOND	\$200.00	\$200.00
205112	715-0000-220.93-00	BELLA DESIGN	REFUND BOND	\$100.00	\$100.00
205136	101-0000-432.06-00	D R HORTON INC	REFUND BCRB MEETING	\$110.00	\$210.00
			REFUND BCRB MEETING	\$100.00	
205137	715-0000-220.93-00	DANLEYS GARAGE WORLD	REFUND BOND	\$200.00	\$200.00
205141	715-0000-220.93-00	DLS LANDSCAPING INC	REFUND BOND	\$200.00	\$200.00
205147	715-0000-220.93-00	ERIC HOEPER	REFUND BOND	\$200.00	\$200.00
205186	101-0000-421.99-00	JENSEN EXCAVATING LLC	REFUND BUSINESS LICENSE	\$26.00	\$26.00
205188	715-0000-220.93-00	JOHN PETERMAN	REFUND BOND	\$200.00	\$200.00
205193	715-0000-220.93-00	K & L CONTRACTORS INC	REFUND BOND	\$200.00	\$200.00
205200	715-0000-220.93-00	KLF ENTERPRISES	REFUND BOND	\$200.00	\$200.00
205205	101-0000-433.14-00	MICHAEL LAMENDELLA	REFUND AMBULANCE CLAIM	\$384.12	\$384.12
205212	715-0000-220.93-00	M J & B CONTRACTORS	REFUND BOND	\$200.00	\$200.00
205215	101-0000-431.40-00	MAGO RESTAURANT	REIMB DESIGN COMMISSION FEE	\$50.00	\$50.00
205219	715-0000-220.93-00	MAUL PAVING	REFUND BOND	\$200.00	\$200.00
205247	721-0000-221.10-08	OZINGA READY MIX CONCRETE INC	REFUND METER	\$1,000.00	\$1,000.00
205251	715-0000-220.93-00	PERMA SEA BASEMENT SYSTEMS	REFUND BOND	\$200.00	\$200.00
205254	101-0000-433.14-00	JAMES PINNEY	REFUND AMBULANCE CLAIM	\$73.92	\$73.92
205256	715-0000-220.93-00	POULS LANDSCAPING	REFUND BOND	\$150.00	\$150.00
205264	985-0000-120.70-00	ELIZABETH REYNOLDS	REFUND OVERPAY ASSESSMENT	\$168.03	\$168.03
205265	715-0000-220.93-00	RICARDO VALENCIA	REFUND BOND	\$200.00	\$200.00
205271	715-0000-220.93-00	ROSE PAVING	REFUND BOND	\$150.00	\$150.00
205278	505-0000-120.80-00	SMITH, STEVEN H	REFUND WATER	\$13.00	\$13.00
205288	715-0000-220.93-00	THOMAS BURKMAN	REFUND BOND	\$200.00	\$200.00
205291	101-0000-422.05-00	TOWNE PLACE OF ARLINGTON HEIGHTS	REFUND OVERPAY PERMIT	\$29.00	\$29.00
205297	101-0000-433.14-00	UNITED HEALTHCARE 2	REFUND AMBULANCE CLAIM	\$143.99	\$143.99
205318	101-0000-433.14-00	DENNIS WADHAMS	REFUND AMBULANCE CLAIM	\$40.00	\$40.00
901217	101-0000-210.91-00	EMPLOYEE BENEFITS CORP	FUNDING 2-27-2017	\$14,008.76	\$14,008.76
901222	101-0000-210.91-00	HMO ILLINOIS	FUNDING 3-6-2017	\$10,920.28	\$10,920.28

Check Date: 2017 - 3 - 15

WARRANT REGISTER - GM0002

Date: Wednesday, March 15, 2017
Page 2

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Total Division:				\$31,919.28	
Total Department:				\$31,919.28	

Check Date: 2017 - 3 - 15

WARRANT REGISTER - GM0002

Date: Wednesday, March 15, 2017
Page 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 1 Board of Trustees					
Division: 1					
205164	101-0101-501.22-03	HARRIS TRUST & SAVINGS BANK	ARLINGTON HEIGHTS EGG	\$23.35	\$290.28
			ARLINGTON HEIGHTS EGG	\$266.93	
205210	101-0101-501.21-65	LORELLE COMMUNICATIONS INC	SERVICE MISCELLANEOUS	\$2,250.00	\$2,250.00
901221	101-0101-501.22-05	CITIBANK	POSTAGE	\$9.68	\$9.68
Total Division:				\$2,549.96	
Total Department:				\$2,549.96	

Check Date: 2017 - 3 - 15

WARRANT REGISTER - GM0002

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 2 Integrated Services					
Division: 1					
205164	101-0201-502.22-03	HARRIS TRUST & SAVINGS BANK	ILLINOIS CITY COUNTY	\$35.00	\$35.00
205316	101-0201-502.21-65	VERIZON WIRELESS	INV 9781105295	\$115.72	\$115.72
205320	101-0201-502.22-15	XEROX CORPORATION	MAINTENANCE AGREEMENT	(\$2.21)	\$-4.42
			MAINTENANCE AGREEMENT	(\$2.21)	
901221	101-0201-502.22-05	CITIBANK	POSTAGE	\$8.30	\$8.30
Total Division:				\$154.60	
Total Department:				\$154.60	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 3 Human Resources					
Division: 1					
2084	615-0301-552.20-70	IL WORKERS COMPENSATION COMMISSION	IL RATE ASJUSTMENT	\$5,644.04	\$5,644.04
205153	615-0301-552.42-75	GALLAGHER BASSETT SERVICES INC	CLAIMS - MEDICAL LOSS	\$10,379.19	\$10,379.19
	615-0301-552.42-80		CLAIMS - W/C	\$11,198.66	\$11,198.66
205164	101-0301-503.22-02	HARRIS TRUST & SAVINGS BANK	SOCIETY FOR HUMAN RESO	\$199.00	\$199.00
205198	605-0301-552.20-50	KEVIN WOLF & ASSOCIATES LLC	RECONCILIATION 2015	\$2,500.00	\$2,500.00
205202	605-0301-552.20-50	KOEPPEN KENNETH	REIMBURSEMENT - MEDICAL	\$251.38	\$251.38
205246	101-0301-503.30-05	OFFICE DEPOT	SUPPLIES	\$247.69	\$247.69
	605-0301-552.33-05		SUPPLIES	\$262.05	\$262.05
205252	615-0301-552.20-50	PETTY CASH	WELLNESS PROGRAM	\$20.00	\$20.00
205260	615-0301-552.20-50	NED PUCCI	WELLNESS PROGRAM 2-2017	\$400.00	\$400.00
205301	101-0301-503.21-65	VERIZON WIRELESS	INV 9780663137	\$124.28	\$124.28
205317	605-0301-552.20-58	VISION SERVICE PLAN	VSP BASE PLAN 3-2017	\$1,004.18	\$3,111.10
			VSP PREMIUM PLAN 3-2017	\$2,106.92	
205320	101-0301-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$85.00	\$85.00
901219	605-0301-552.20-60	HMO ILLINOIS	INS PREM 3-2017	\$283,040.85	\$283,040.85
901220	605-0301-552.20-65	PRUDENTIAL INSURANCE CO OF AMERICA	INS PREM 3-2017	\$5,642.70	\$5,642.70
	605-0301-552.20-66		INS PREM 3-2017 (OPT)	\$2,702.50	\$2,702.50
901221	101-0301-503.22-05	CITIBANK	POSTAGE	\$17.82	\$17.82
	605-0301-552.22-05		POSTAGE	\$376.28	\$376.28
Total Division:				\$326,202.54	
Total Department:				\$326,202.54	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 4 Legal Department					
Division: 1					
205135	101-0401-503.21-65	COOK COUNTY RECORDER OF DEEDS	RECORDINGS	\$580.00	\$580.00
205148	101-0401-503.20-15	ERNEST R BLOMQUIST PC	RETAINER	\$4,170.00	\$4,170.00
	101-0401-503.20-20		LEGAL SERVICES	\$6,930.00	\$6,930.00
205150	101-0401-503.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	\$30.28	\$60.56
			SHIPPING/DELIVERY SERVICE	\$30.28	
205170	101-0401-503.20-10	HOLLAND & KNIGHT LLP	RETAINER	\$3,000.00	\$3,000.00
205246	101-0401-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$155.77	\$155.77
205252	101-0401-503.21-65	PETTY CASH	TAX SEARCH	\$47.00	\$47.00
	101-0401-503.22-03		TRAINING	\$13.00	\$13.00
205270	101-0401-503.21-65	ROSE MARY JURINEK	COURT REPORTER	\$1,002.50	\$1,002.50
205290	101-0401-503.20-20	THOMSON REUTERS-WEST	INFORMATION CHARGES	\$292.22	\$292.22
	101-0401-503.33-05		REPLACE LOST CK 204551	\$292.22	\$292.22
205308	101-0401-503.21-65	VERIZON WIRELESS	INV 9870922282	\$79.71	\$79.71
205320	101-0401-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$140.90	\$140.90
901221	101-0401-503.22-05	CITIBANK	POSTAGE	\$5.75	\$5.75
Total Division:				\$16,769.63	
Total Department:				\$16,769.63	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 5 Finance					
Division: 1					
2085	611-0501-552.20-05	WRIGHT BENEFIT STRATEGIES INC	RETAINER-HELP LIABILITY	\$3,000.00	\$3,000.00
205103	505-0501-503.22-10	AMERICAN PRINTING TECHNOLOGIES	SERVICE MISCELLANEOUS	\$4,854.01	\$5,574.36
			SERVICE MISCELLANEOUS	\$720.35	
205164	101-0501-503.21-65	HARRIS TRUST & SAVINGS BANK	GOVERNMENT FINQNC	\$550.00	\$550.00
	101-0501-503.30-05		AMAZON MKTPLCE PMTS	\$36.75	\$36.75
205246	101-0501-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$163.57	\$687.69
			OFFICE SUPPLIES	\$339.68	
			OFFICE SUPPLIES	\$184.44	
205249	101-0501-503.21-65	PADDOCK PUBLICATIONS INC	SUBSCRIPTION RENEWAL	\$247.00	\$247.00
205313	101-0501-503.21-65	VERIZON WIRELESS	INV 9780876262	\$43.70	\$43.70
205320	101-0501-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$85.00	\$111.00
			OFFICE MACHINES & ACCESS	\$26.00	
901221	101-0501-503.22-05	CITIBANK	POSTAGE	\$831.09	\$831.09
	505-0501-503.22-05		POSTAGE	\$1,676.42	\$1,676.42
Total Division:				\$12,758.01	
Total Department:				\$12,758.01	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 6 Information Technology					
Division: 1					
205164	625-0601-553.21-02	HARRIS TRUST & SAVINGS BANK	DMI DELL HIGHER EDUCATION	\$1,860.29	\$1,860.29
	625-0601-553.33-05		ZOHO CORP	\$995.00	\$1,615.00
			SOLARWINDS	\$620.00	
205252	625-0601-553.22-03	PETTY CASH	TRAINING	\$21.60	\$21.60
205266	625-0601-553.21-02	RJN GROUP INC	COMPUTERS,DP & WORD PROC.	\$690.76	\$690.76
205286	625-0601-553.22-03	SUNGARD PUBLIC SECTOR	COMPUTERS,DP & WORD PROC.	\$12,781.92	\$12,781.92
205309	625-0601-553.21-65	VERIZON WIRELESS	INV 9780574944	\$341.03	\$341.03
205310	625-0601-553.21-65	VERIZON WIRELESS	INV 9780922281	\$1,368.56	\$1,368.56
205314	625-0601-553.21-65	VERIZON WIRELESS	INV 9780970087	\$464.88	\$464.88
Total Division:				\$19,144.04	
Total Department:				\$19,144.04	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 10 Boards & Commissions					
Division: 8					
205133	101-1008-502.20-75	CONRAD POLYGRAPH INC	INDIVIDUAL EXAMS (3)	\$640.00	\$640.00
Total Division:				\$640.00	
Division: 13					
205235	101-1013-502.22-03	MOTTO, GEORGE	TRAINING	\$389.00	\$389.00
Total Division:				\$389.00	
Division: 18					
205269	515-1018-525.40-55	ROLLING GREEN COUNTRY CLUB	HEARTS OF GOLD-FINAL PAY	\$1,634.83	\$1,634.83
Total Division:				\$1,634.83	
Division: 19					
205295	101-1019-502.40-55	ULINE INC	S/H CHARGES	\$15.00	\$15.00
Total Division:				\$15.00	
Division: 21					
205252	101-1021-502.40-40	PETTY CASH	ECONOMIC ALLIANCE	\$28.98	\$28.98
Total Division:				\$28.98	
Division: 22					
205102	515-1022-525.40-55	AMERICAN PRINT INC	ARTS COMM	\$359.00	\$359.00
Total Division:				\$359.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Total Department:				\$3,066.81	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 20 Special Events					
Division: 5					
205226	515-2005-525.40-81	METROPOLIS PERFORMING ARTS CENTRE	CONTRIBUTION - 2017	\$127,500.00	\$127,500.00
Total Division:				\$127,500.00	
Total Department:				\$127,500.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 30 Police Department					
Division: 1					
205095	101-3001-511.21-65	ACCURATE DOCUMENT DESTRUCTION	SERVICE MISCELLANEOUS	\$344.20	\$711.33
			SERVICE MISCELLANEOUS	\$367.13	
205098	101-3001-511.30-35	JEFFREY C AIELLO	CLOTHING	\$53.11	\$53.11
205106	401-3001-572.50-15	APPLIED CONCEPTS INC	POLICE EQUIPMENT & SUPPLY	\$3,711.00	\$3,711.00
205109	101-3001-511.21-65	ARMOR SYSTEMS	COLLECTION FEES	\$1,052.99	\$1,052.99
205116	101-3001-511.30-35	RYAN BUTCHER	CLOTHING	\$74.71	\$74.71
205139	101-3001-511.22-02	DEPT OF FINANCIAL & PROF REGULATION	DUES	\$120.00	\$120.00
205144	101-3001-511.22-03	ELDERWERKS EDUCATIONAL SERVICES	REGISTRATION	\$75.00	\$75.00
205149	101-3001-511.22-03	FEDERAL BUREAU OF INVESTIGATION	TRAINING - CMDR HAYES	\$250.00	\$250.00
205154	101-3001-511.33-30	GEIGER	BANNERS	\$118.68	\$118.68
205157	101-3001-511.33-25	GRAINGER W W INC	POLICE EQUIPMENT & SUPPLY	\$265.76	\$265.76
205161	101-3001-511.22-03	HAJEK DOUGLAS	TRAINING	\$30.00	\$30.00
205164	101-3001-511.22-03	HARRIS TRUST & SAVINGS BANK	IAFCI	\$80.00	\$330.00
			U OF IL ONLINE PAYEMNT	\$250.00	
	101-3001-511.30-05		AMAZON.COM	\$95.12	\$1,028.09
			AMAZON.COM	\$932.97	
	101-3001-511.33-25		ROUTE 12 TOOLS	\$73.24	\$392.57
			AMAZON MKTPLACE PMTS	\$14.89	
			TORTEROCE'S PIZZERIA	\$48.10	
			HARBOR FREIGHT TOOLS	\$99.07	
			VERIZON WRLS M147401	\$69.28	
			CORNER BAKERY	\$87.99	
205168	101-3001-511.30-35	HESS ROBERT	CLOTHING	\$173.72	\$173.72
205178	101-3001-511.22-02	IL CITIZENS POLICE ACADEMY ASSOC	DUES	\$50.00	\$50.00
205184	101-3001-511.22-02	INTL CONF OF POLICE CHAPLAINS	DUES	\$125.00	\$125.00
205187	101-3001-511.30-35	JG UNIFORMS	CLOTHING	\$150.85	\$4,245.00
			BALLISTIC VEST	\$548.00	
			CLOTHING	\$109.50	
			CLOTHING	\$187.95	
			CLOTHING	\$109.50	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205187	101-3001-511.30-35	JG UNIFORMS	CLOTHING	\$149.00	\$4,245.00.
			CLOTHING	\$115.00	
			CLOTHING	\$8.50	
			CLOTHING	\$155.00	
			CLOTHING	\$135.95	
			CLOTHING	\$187.95	
			CLOTHING	\$418.80	
			CLOTHING	\$940.00	
			CLOTHING	\$180.50	
			CLOTHING	\$256.00	
			CLOTHING	\$54.00	
			CLOTHING	\$436.50	
			CLOTHING	\$102.00	
205189	101-3001-511.22-03	CHRISTOPHER JOHNSON	TRAINING	\$75.00	\$75.00
205194	101-3001-511.22-03	KAMINSKY GARY	TRAINING	\$15.00	\$15.00
205196	401-3001-572.50-15	KEL TECH PLASTICS INC	POLICE EQUIPMENT & SUPPLY	\$8,000.00	\$8,070.00
			SHIPPING/DELIVERY SERVICE	\$70.00	
205197	101-3001-511.22-03	KENNETH YOUNG CENTER	REGISTRATION	\$60.00	\$60.00
205199	101-3001-511.33-25	KIESLER POLICE SUPPLY & AMMUNITION	POLICE EQUIPMENT & SUPPLY	\$1,145.50	\$1,145.50
205203	101-3001-511.22-15	KONICA MINOLTA BUSINESS USA	OFFICE MACHINES & ACCESS	\$724.51	\$807.78
			OFFICE MACHINES & ACCESS	\$83.27	
205206	101-3001-511.21-65	LAW OFFICE OF JOAN VASQUEZ	SERVICE PROFESSIONAL	\$906.25	\$906.25
205211	101-3001-511.33-25	LOWES COMMERCIAL SERVICES	POLICE EQUIPMENT & SUPPLY	\$18.03	\$18.03
205216	101-3001-511.22-03	MANDEL, RUSSELL	TRAINING	\$15.00	\$30.00
			TRAINING	\$15.00	
205220	101-3001-511.30-35	MC GUIRE BRIAN	CLOTHING	\$113.21	\$113.21
205222	101-3001-511.30-35	MCCS	UNIFORM - CMDR HAYES	\$241.50	\$241.50
205224	101-3001-511.21-65	METRO-WESTERN COOK CREDIT	SERVICE MISCELLANEOUS	\$56.00	\$56.00
205230	101-3001-511.30-35	MICHAEL MIGLIORISI	CLOTHING	\$79.99	\$79.99
205232	101-3001-511.30-35	MORGAN MICHELE	CLOTHING	\$50.99	\$50.99
205237	101-3001-511.22-03	NE MULTI REGIONAL TRAINING INC	REGISTRATION	\$125.00	\$125.00
205238	101-3001-511.30-35	NELSON ALEXANDRA	CLOTHING	\$80.99	\$80.99
205239	101-3001-511.21-65	NORTHERN IL FUNERAL SERVICES INC	SERVICE MISCELLANEOUS	\$425.00	\$425.00
205240	101-3001-511.20-37	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT 4-2017	\$69,129.18	\$69,129.18

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205242	101-3001-511.22-03	NORTHWESTERN UNIVERSITY	REGISTRATION	\$1,200.00	\$1,200.00
205246	101-3001-511.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$303.84	\$380.69
			OFFICE SUPPLIES	\$17.13	
			OFFICE SUPPLIES	\$56.28	
			OFFICE SUPPLIES	\$3.44	
205250	101-3001-511.30-35	ANTHONY PADIYARA	CLOTHING	\$51.82	\$51.82
205253	101-3001-511.33-25	PETTY CASH/POLICE	FUEL	\$10.00	\$109.65
			SUPPLIES	\$20.00	
			SUPPLIES	\$19.65	
			SUPPLIES	\$60.00	
205255	101-3001-511.30-35	PIOTR POREBSKI	CLOTHING	\$189.04	\$189.04
205262	101-3001-511.30-35	RAY O'HERRON	CLOTHING	\$11.00	\$941.66
			CLOTHING	\$28.99	
			CLOTHING	\$169.90	
			CLOTHING	\$305.00	
			CLOTHING	\$15.95	
			CLOTHING	\$17.99	
			CLOTHING	\$112.90	
			CLOTHING	\$134.98	
			CLOTHING	\$144.95	
	101-3001-511.33-25		CLOTHING	(\$62.00)	\$598.00
			CLOTHING	\$84.00	
			CLOTHING	\$28.00	
			BALLISTIC VEST	\$548.00	
205263	101-3001-511.30-35	RED WING SHOE STORE	UNIFORM CLOTHING	\$125.99	\$125.99
205274	101-3001-511.40-67	SCIENTIFIC ANIMAL FEEDS AND NEEDS	CANINE UNIT PROGRAM	\$60.99	\$60.99
205290	101-3001-511.21-65	THOMSON REUTERS-WEST	REPLACE LOST CK 204550	\$321.60	\$643.20
			SERVICE PROFESSIONAL	\$321.60	
205296	401-3001-572.50-15	ULTRA STROBE COMMUNICATIONS INC	VEHICLE EQUIPMENT	\$4,150.19	\$4,243.09
			VEHICLE PARTS	\$40.95	
			VEHICLE PARTS	\$51.95	
205302	101-3001-511.21-65	VERIZON WIRELESS	INV 9780923560	\$1,829.07	\$1,826.07
			INV 9780923560	(\$3.00)	
901221	101-3001-511.22-05	CITIBANK	POSTAGE	\$811.94	\$811.94

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Total Division:				\$105,418.52	
Division:	3				
205243	231-3003-511.40-11	NORTHWESTERN UNIVERSITY	REG - CMDR. SPERANDO	\$3,700.00	\$3,700.00
Total Division:				\$3,700.00	
Total Department:				\$109,118.52	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 35 Fire					
Division: 1					
205099	101-3501-512.22-03	MARK ALECKSON	CONFERENCE	\$150.00	\$165.00
			TRAINING	\$15.00	
205113	101-3501-512.33-50	BOUND TREE MEDICAL LLC	RESPIRATORS	\$468.72	\$468.72
205140	101-3501-512.31-85	DJS SCUBA LOCKER INC	DIVE EQUIPMENT	\$295.80	\$410.43
			DIVE EQUIPMENT	\$114.63	
205157	101-3501-512.31-45	GRAINGER W W INC	JANITORIAL SUPPLIES	\$243.76	\$243.76
	101-3501-512.31-65		ELECTRONIC COMPONENTS	\$15.67	\$15.67
205171	101-3501-512.31-45	HOME DEPOT CREDIT SERVICES	JANITORIAL SUPPLIES	\$61.87	\$61.87
205179	101-3501-512.22-03	IL FIRE INSPECTORS ASSOC	2017 CONFERENCE	\$395.00	\$395.00
205183	101-3501-512.31-65	INTERSTATE ALL BATTERY CENTER	BATTERIES	\$218.50	\$218.50
205187	101-3501-512.30-35	JG UNIFORMS	CLOTHING	\$1,728.00	\$2,935.90
			CLOTHING	\$89.95	
			CLOTHING	\$89.95	
			CLOTHING	\$798.00	
			CLOTHING	\$230.00	
205204	101-3501-512.21-65	KRONOS INCORPORATED	SOFTWARE MAINT AGREEMENT	\$6,747.46	\$6,747.46
205213	101-3501-512.22-02	MABAS DIVISION #1	ANNUAL DUES	\$3,500.00	\$3,500.00
205231	101-3501-512.33-50	MOORE MEDICAL LLC	EMERGENCY MEDICAL SUPPLY	\$2,127.24	\$2,127.24
205234	101-3501-512.31-65	MOTOROLA INC	RADIO & TELECOMMUNICATION	\$2,939.40	\$2,939.40
205240	101-3501-512.20-37	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT 4-2017	\$23,043.07	\$23,043.07
205241	101-3501-512.22-02	NORTHWEST COMMUNITY HEALTHCARE	SYSTEM ENTRY-OATES	\$75.00	\$75.00
205246	101-3501-512.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$56.32	\$56.32
205293	101-3501-512.31-65	TRUE VALUE	SUPPLIES	\$9.37	\$9.37
205295	101-3501-512.31-60	ULINE INC	FIT TEST SOLUTION	\$56.01	\$56.01
205298	101-3501-512.22-05	UPS STORE #1051	SHIPPING/DELIVERY SERVICE	\$12.80	\$12.80
205311	101-3501-512.21-65	VERIZON WIRELESS	INV 9780884886	\$703.89	\$703.89
205320	101-3501-512.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$33.83	\$137.83
			OFFICE MACHINES & ACCESS	\$26.00	
			OFFICE MACHINES & ACCESS	\$26.00	
			OFFICE MACHINES & ACCESS	\$26.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205320	101-3501-512.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$26.00	\$137.83.
901221	101-3501-512.22-05	CITIBANK	POSTAGE	\$23.08	\$23.08
Total Division:				\$44,346.32	
Total Department:				\$44,346.32	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 37 Foreign Fire Insurance					
Division: 1					
205094	227-3701-512.50-15	ABT ELECTRONICS	EXERCISE EQUIPMENT REPAIR	\$395.73	\$395.73
205146	227-3701-512.30-35	EQUIPMENT MANAGEMENT CO	CLOTHING & APPAREL	\$5,940.00	\$5,999.00
			SHIPPING/DELIVERY SERVICE	\$59.00	
205272	227-3701-512.30-35	RUNNERS HIGH N TRI	ATHLETIC SHOE PRUCHASE	\$6,219.83	\$6,219.83
Total Division:				\$12,614.56	
Total Department:				\$12,614.56	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 40 Planning					
Division: 1					
205164	101-4001-521.40-40	HARRIS TRUST & SAVINGS BANK	ICSC	\$610.00	\$610.00
205208	101-4001-521.21-65	LEGRAND REPORTING & VIDEO SERVICES	TRANSCRIPTS	\$338.85	\$948.25
			TRANSCRIPTS	\$278.45	
			TRANSCRIPTS	\$330.95	
205249	101-4001-521.22-01	PADDOCK PUBLICATIONS INC	ADVERTISING	\$575.10	\$1,444.50
			ADVERTISING	\$232.20	
			ADVERTISING	\$116.10	
			ADVERTISING	\$85.05	
			ADVERTISING	\$81.00	
			ADVERTISING	\$103.95	
			ADVERTISING	\$91.80	
			ADVERTISING	\$78.30	
			ADVERTISING	\$81.00	
205276	101-4001-521.40-40	SITE SELECTION	ADVERTISING	\$1,700.00	\$1,700.00
205285	101-4001-521.22-10	SUMMIT PRINT SOLUTIONS	SERVICE PRINTING	\$48.00	\$48.00
205304	101-4001-521.21-65	VERIZON WIRELESS	INV 9780993228	\$130.00	\$130.00
205320	101-4001-521.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$37.96	\$75.92
			MAINTENANCE AGREEMENT	\$37.96	
901221	101-4001-521.22-05	CITIBANK	POSTAGE	\$415.46	\$415.46
Total Division:				\$5,372.13	
Total Department:				\$5,372.13	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 45 Building					
Division: 1					
205159	101-4501-523.20-35	GRIVAS KRAUSE ASSOCIATES LTD	PLAN REVIEWS	\$345.00	\$632.50
			PLAN REVIEWS	\$287.50	
205164	101-4501-523.22-03	HARRIS TRUST & SAVINGS BANK	NCS ITL CDE COUNCIL EX	\$199.00	\$199.00
	101-4501-523.30-05		FTD.COM	\$92.86	\$92.86
205246	101-4501-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$257.45	\$267.33
			OFFICE SUPPLIES	\$9.88	
205283	101-4501-523.22-03	SUBURBAN BLDG OFFICALS CONFER	ANNUAL TRAINING/MARCH	\$2,375.00	\$2,250.00
			ANNUAL TRAINING/MARCH	(\$125.00)	
205289	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	\$76.00	\$76.00
205303	101-4501-523.21-65	VERIZON WIRELESS	INV 9780902503	\$144.04	\$144.04
205305	101-4501-523.21-65	VERIZON WIRELESS	INV 97809202502	\$587.32	\$587.32
205320	101-4501-523.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$85.00	\$137.00
			OFFICE MACHINES & ACCESS	\$26.00	
			OFFICE MACHINES & ACCESS	\$26.00	
901221	101-4501-523.22-05	CITIBANK	POSTAGE	\$291.36	\$291.36
Total Division:				\$4,677.41	
Division: 2					
205097	101-4502-523.20-25	AFFILIATED CLINICIANS CS	COUNSELING	\$100.00	\$100.00
205107	101-4502-523.20-25	ARLINGTON CENTER	COUNSELING	\$111.00	\$111.00
205134	101-4502-523.30-01	CONSUMER REPORTS	PUBLICATION	\$39.00	\$39.00
205164	101-4502-523.21-65	HARRIS TRUST & SAVINGS BANK	J2 MY FAX SERVICES	\$10.00	\$10.00
	101-4502-523.22-03		EB 17TH ANNUAL DR MARTIN	\$58.74	\$258.74
			ANDERSON PEST SOLUTION	\$200.00	
	101-4502-523.30-05		A & E RUBBER STAMP	\$34.00	\$34.00
	101-4502-523.33-10		SANOFI PASTEUR INC	\$214.84	\$214.84
	101-4502-523.40-53		COMED PAYMENT	\$61.65	\$199.56
			STATE FARM	\$137.91	
205191	101-4502-523.20-25	JOURNEYS COUNSELING CENTER LLC	COUNSELING	\$408.50	\$408.50

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205209	101-4502-523.20-25	SHERRY LEMKE	COUNSELING	\$110.00	\$110.00
205252	101-4502-523.40-61	PETTY CASH	SUPPLIES	\$26.38	\$26.38
205282	101-4502-523.21-65	STACY SHEIN STAPLETON	INTERPRETING SERVICES	\$180.00	\$180.00
205315	101-4502-523.21-65	VERIZON WIRELESS	INV 9781105407	\$155.48	\$155.48
901221	101-4502-523.22-05	CITIBANK	POSTAGE	\$161.56	\$161.56
Total Division:				\$2,009.06	
Division: 3					
205163	101-4503-523.31-65	HANSEN KAREN	CAFE SUPPLIES	\$55.97	\$55.97
205164	101-4503-523.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON MKTPL PAYMENTS	\$69.95	\$958.37
			AMAZON MARKETPL PMTS	\$209.45	
			AMAZON MKTPLACE PMTS	\$678.97	
	101-4503-523.31-65		ETSY.COM CREATIVEEXPO	\$95.54	\$599.09
			ETSY.COM JEWELRYWAEAR	\$503.55	
205246	101-4503-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$13.37	\$58.34
			OFFICE SUPPLIES	\$44.97	
205294	101-4503-523.21-65	TED TURNER	PIANO PERFORMANCE 4/5/17	\$100.00	\$100.00
205320	101-4503-523.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$18.60	\$18.60
901221	101-4503-523.22-05	CITIBANK	POSTAGE	\$81.65	\$81.65
Total Division:				\$1,872.02	
Total Department:				\$8,558.49	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 50 Engineering					
Division: 1					
205160	401-5001-571.50-45	HAEGER ENGINEERING LLC	SERVICE CONSULTING	\$1,500.00	\$1,500.00
205162	401-5001-571.50-30	HAMPTON LENZINI & RENWICK INC	SERVICE PROFESSIONAL	\$1,576.80	\$1,576.80
205246	101-5001-524.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$440.01	\$440.01
205252	101-5001-524.21-65	PETTY CASH	SOFTWARE	\$32.94	\$32.94
	101-5001-524.22-03		TRAINING	\$30.00	\$60.00
			TRAINING	\$30.00	
205312	101-5001-524.21-65	VERIZON WIRELESS	INV 9780593681	\$506.88	\$506.88
205320	101-5001-524.22-15	XEROX CORPORATION	RENTAL/LEASE EQUIPMENT	\$85.00	\$85.00
901221	101-5001-524.22-05	CITIBANK	POSTAGE	\$6.65	\$6.65
Total Division:				\$4,208.28	
Total Department:				\$4,208.28	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 71 Public Works					
Division: 1					
205096	101-7101-531.31-55	ACTIVE ELECTRICAL SUPPLY CO	BUILDING SUPPLIES	\$208.80	\$208.80
	101-7101-531.31-70		SIGNAL LAMPS	\$453.60	\$453.60
	235-7101-571.50-25		PG LIGHTING UPGRADE	\$620.00	\$620.00
205100	101-7101-531.21-02	ALEXANDER EQUIPMENT CO INC	EQUIPMENT MAINTENANCE	\$183.90	\$183.90
205104	101-7101-531.31-55	ANDERSON LOCK	BUILDING SUPPLIES	\$544.05	\$877.75
			BUILDING SUPPLIES	\$333.70	
	401-7101-571.50-20		CODED DOOR LOCK UPGRADE	\$1,145.04	\$1,145.04
205108	101-7101-531.31-85	ARLINGTON POWER EQUIPMENT	TOOLS	\$60.95	\$60.95
205110	101-7101-531.22-70	AT & T	INV S667106106-17052	\$1,712.70	\$1,712.70
205114	101-7101-531.30-39	BP	FUEL	\$68.63	\$68.63
205121	101-7101-531.21-11	CINTAS CORP	MAT SERVICE	\$26.42	\$168.60
			MAT SERVICE	\$55.17	
			MAT SERVICE	\$87.01	
	101-7101-531.30-35		CLOTHING	\$43.27	\$200.11
			UNIFORM	\$52.28	
			UNIFORM	\$52.28	
			UNIFORM	\$52.28	
205124	101-7101-531.31-65	COMBINED SALES CO	SUPPLIES	\$330.00	\$330.00
205130	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	2985063029	\$81.28	\$81.28
205138	101-7101-531.33-05	DECO	HOLIDAY LIGHTS	\$945.00	\$945.00
205142	101-7101-531.21-02	DYNAMIC HEATING & PIPING CO	EQUIPMENT MAINTENANCE	\$421.00	\$421.00
205145	401-7101-571.50-20	EMG	SERVICE CONSULTING	\$22,563.67	\$22,563.67
205151	435-7101-571.50-55	FLECKS LANDSCAPING	SERVICE TREES	\$19,236.50	\$19,236.50
205155	101-7101-531.21-02	GPM SYSTEMS	PRESSURE WASHER REPAIR	\$534.00	\$534.00
205157	101-7101-531.31-45	GRAINGER W W INC	JANITORIAL SUPPLIES	\$119.34	\$119.34
	101-7101-531.31-55		SUPPLIES	\$2.82	\$2.82
205164	101-7101-531.31-65	HARRIS TRUST & SAVINGS BANK	MEIJER	\$45.01	\$45.01
205165	101-7101-531.21-02	HAYES MECHANICAL	EQUIPMENT MAINTENANCE	\$1,116.86	\$5,100.49
			EQUIPMENT MAINTENANCE	\$725.42	
			EQUIPMENT MAINTENANCE	\$625.51	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205165	101-7101-531.21-02	HAYES MECHANICAL	EQUIPMENT MAINTENANCE	\$534.28	\$5,100.49.
			EQUIPMENT MAINTENANCE	\$739.36	
			EQUIPMENT MAINTENANCE	\$260.14	
			EQUIPMENT MAINTENANCE	\$578.64	
			EQUIPMENT MAINTENANCE	\$260.14	
			EQUIPMENT MAINTENANCE	\$260.14	
205180	101-7101-531.31-65	ILLCO INC	COMPRESSION TAPE	\$105.92	\$105.92
205181	101-7101-531.22-15	IMPACT NETWORKING LLC	COPY MACHINE MAINTENANCE	\$533.48	\$533.48
205182	101-7101-531.31-90	INDUSTRIAL SYSTEMS LTD	STREET/SIDEWALK SUPPLIES	\$3,348.13	\$3,348.13
205185	101-7101-531.21-11	INTL EXTERMINATORS INC	PEST CONTROL	\$60.00	\$552.00
			PEST CONTROL	\$432.00	
			PEST CONTROL	\$60.00	
205190	101-7101-531.31-55	JOHNSTONE SUPPLY	RELAY KIT	\$21.99	\$21.99
205192	101-7101-531.31-55	JUST FAUCETS	BUILDING SUPPLIES	\$274.00	\$379.82
			BUILDING SUPPLIES	\$105.82	
205195	101-7101-531.21-02	KC FITNESS SERVICE INC	FITNESS EQUIPMENT REPAIR	\$287.50	\$287.50
205201	101-7101-531.21-36	KLF TRUCKING	EQUIPMENT RENTAL	\$713.88	\$3,688.38
			EQUIPMENT RENTAL	\$2,974.50	
205211	101-7101-531.31-55	LOWES COMMERCIAL SERVICES	ELECTRICAL EQUIP & SUPPLY	\$34.34	\$403.37
			BUILDER'S SUPPLIES	\$30.25	
			PAINT & EQUIPMENT	(\$12.23)	
			BUILDER'S SUPPLIES	\$29.20	
			BUILDER'S SUPPLIES	\$93.67	
			HARDWARE SUPPLIES	\$32.16	
			HARDWARE SUPPLIES	\$195.98	
	101-7101-531.31-65		EQUIPMENT, NON OFFICE	\$28.45	\$28.45
	101-7101-531.31-85		HAND TOOLS-POWER/NON POW	\$24.70	\$24.70
205217	101-7101-531.30-39	MANSFIELD OIL COMPANY	FUEL,OIL,GREASE, & LUBES	\$12,903.43	\$12,903.43
205223	101-7101-531.21-01	MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINT	\$926.22	\$926.22
205227	101-7101-531.31-45	MEYER LABORATORY INC	JANITORIAL SUPPLIES	\$67.06	\$67.06
205228	101-7101-531.21-02	MID AMERICAN ELEVATOR CO INC	EQUIPMENT MAINTENANCE	\$1,376.50	\$1,376.50
205245	101-7101-531.30-35	OCCUPATIONAL TRAINING & SUPPLY	CLOTHING	\$234.00	\$234.00
205246	101-7101-531.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$28.29	\$28.29
	101-7101-531.33-05		OFFICE SUPPLIES	\$6.79	\$6.79

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205248	101-7101-531.22-70	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE FEES	\$235.50	\$235.50
205252	101-7101-531.31-65	PETTY CASH	SUPPLIES	\$24.45	\$46.43
			SUPPLIES	\$21.98	
205257	101-7101-531.22-70	PRECISE MRM LLC	GPS-AVL	\$439.56	\$439.56
205259	101-7101-531.33-05	PRO SAFETY INC	SUPPLIES	\$180.00	\$180.00
205261	101-7101-531.21-62	RAPID RECOVERY CHI	REFRIGERANT RECOVERY	\$243.00	\$243.00
205268	101-7101-531.30-39	RKA PETROLEUM COMPANIES INC	FUEL,OIL,GREASE, & LUBES	\$15,384.40	\$15,384.40
205273	101-7101-531.21-11	SARGES RANGE SERVICE INC	FIRING RANGE CLEANING	\$200.00	\$200.00
205275	101-7101-531.31-45	SHERWIN ACE HARDWARE	JANITORIAL SUPPLIES	\$25.96	\$25.96
	101-7101-531.31-55		HARDWARE SUPPLIES	\$35.23	\$91.28
			ELECTRICAL EQUIP & SUPPLY	\$23.97	
			HARDWARE SUPPLIES	\$5.60	
			HARDWARE SUPPLIES	\$6.35	
			PAINT & EQUIPMENT	\$6.99	
			HARDWARE SUPPLIES	\$13.14	
	101-7101-531.31-65		BUILDER'S SUPPLIES	\$35.14	\$57.61
			FUEL,OIL,GREASE, & LUBES	\$22.47	
	101-7101-531.31-85		HAND TOOLS-POWER/NON POW	\$9.99	\$9.99
205281	101-7101-531.31-55	STANDARD PIPE & SUPPLY INC	SUPPLIES	\$298.77	\$298.77
	101-7101-531.31-85		TOOLS	\$33.05	\$33.05
205284	101-7101-531.31-55	SUBURBAN TRIM & GLASS	BUILDING SUPPLIES	\$155.00	\$155.00
205292	101-7101-531.31-70	TRAFFIC CONTROL CORP	TRAFFIC SIGNAL SUPPLIES	\$5,420.00	\$5,420.00
	401-7101-572.50-15		RWIS CABINET	\$989.50	\$989.50
205307	101-7101-531.22-70	VERIZON WIRELESS	INV 9780908306	\$4,287.59	\$4,287.59
801620	101-7101-531.21-50	NICOR	38178600003	\$577.57	\$10,446.38
			068202945268	\$23.55	
			38096500007	\$1,047.39	
			94830700004	\$716.11	
			15839647334	\$596.14	
			25422686599	\$4,549.17	
			97034457784	\$2,181.81	
			28178600004	\$509.30	
			40178600009	\$245.34	
801621	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	0002031003	\$31.55	\$10,477.85

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
801621	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	0533073031	\$10,446.30	\$10,477.85...
801622	101-7101-531.21-50	AT & T	847255350502	\$2,607.23	\$2,607.23
	101-7101-531.22-70		847394206202	\$40.94	\$81.87
			847394436802	\$40.93	
901221	101-7101-531.22-05	CITIBANK	POSTAGE	\$90.65	\$90.65
Total Division:				\$131,796.84	
Total Department:				\$131,796.84	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 72 Water and Sewer					
Division: 1					
205111	505-7201-561.31-65	BATTERIES PLUS	BATTERIES	\$262.92	\$262.92
205115	505-7201-561.20-05	BURNS MCDONNELL	PROFESSIONAL SERVICES	\$2,102.66	\$2,102.66
205125	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0789016039	\$296.08	\$296.08
205126	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0405097038	\$3,509.02	\$3,509.02
205127	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0684023014	\$136.23	\$136.23
205128	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0522082015	\$607.11	\$607.11
205129	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0705092066	\$223.31	\$223.31
205131	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0300013030	\$4,625.65	\$4,625.65
205132	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0111076085	\$69.23	\$69.23
205143	505-7201-561.21-02	EDEN BROTHERS	EQUIPMENT MAINTENANCE	\$299.50	\$299.50
205152	505-7201-561.31-05	FOREMAN JOSEPH D AND CO	PUMPING/STORAGE SUPPLIES	\$871.88	\$871.88
205157	505-7201-561.31-05	GRAINGER W W INC	SUPPLIES	\$43.83	\$43.83
205164	505-7201-561.22-02	HARRIS TRUST & SAVINGS BANK	WEF WYTHE	\$195.00	\$195.00
	505-7201-561.22-03		SQ APWA SUBURBAN	\$30.00	\$30.00
205166	505-7201-561.31-02	HBK WATER METER SERVICE INC	METER SUPPLIES	\$341.94	\$341.94
205167	505-7201-561.31-90	HELLER LUMBER CO	SUPPLIES	\$17.75	\$17.75
205172	505-7201-561.21-50	HOMEFIELD ENERGY	0522082015	\$443.19	\$443.19
205173	505-7201-561.21-50	HOMEFIELD ENERGY	0789016039	\$437.77	\$437.77
205175	505-7201-561.21-50	HOMEFIELD ENERGY	0405097038	\$3,133.80	\$3,133.80
205177	505-7201-561.21-50	HOMEFIELD ENERGY	0159027139	\$953.28	\$953.28
205207	505-7201-561.31-65	LEAHY WOLF CO	FLUID	\$1,045.00	\$1,045.00
205211	505-7201-561.31-01	LOWES COMMERCIAL SERVICES	EQUIPMENT, NON OFFICE	\$25.44	\$25.44
	505-7201-561.31-85		HAND TOOLS-POWER/NON POW	\$12.33	\$12.33
205221	505-7201-561.20-05	MC HENRY ANALYTICAL WATER LAB	DRINKING WATER SAMPLES	\$1,060.00	\$1,100.00
			WATER SAMPLES	\$40.00	
205244	505-7201-561.31-65	O'LEARY'S CONTRACTOR EQUIPMENT	SUPPLIES	\$371.52	\$371.52
205245	505-7201-561.30-35	OCCUPATIONAL TRAINING & SUPPLY	CLOTHING	\$234.00	\$234.00
205246	505-7201-561.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$15.41	\$15.41
205252	505-7201-561.31-65	PETTY CASH	SUPPLIES	\$5.47	\$11.46
			SUPPLIES	\$5.99	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205259	505-7201-561.33-05	PRO SAFETY INC	SUPPLIES	\$90.00	\$90.00
205267	505-7201-561.50-15	RKA APPLIED SOLUTIONS	SCADA SYSTEM RADIOS	\$9,134.80	\$9,134.80
205275	505-7201-561.31-05	SHERWIN ACE HARDWARE	PUMPING SYSTEM SUPPLIES	\$3.24	\$3.24
	505-7201-561.31-65		HARDWARE SUPPLIES	\$62.13	\$62.13
205277	505-7201-561.21-35	SKIRMONT MECHANICAL CONTRACTORS	SERVICE METER	\$19,794.85	\$19,794.85
205281	505-7201-561.31-01	STANDARD PIPE & SUPPLY INC	SUPPLIES	\$12.55	\$12.55
205287	505-7201-561.31-02	TEST GAUGE & BACKFLOW SUPPLY	METER SUPPLIES	\$1,577.23	\$1,577.23
205299	505-7201-561.31-85	USA BLUEBOOK	MANHOLE COVER LIFTER	\$541.84	\$541.84
205306	505-7201-561.22-70	VERIZON WIRELESS	INV 9880938702	\$332.56	\$332.56
205307	505-7201-561.22-70	VERIZON WIRELESS	INV 9780908306	\$2,858.40	\$2,858.40
205321	505-7201-561.31-01	ZIEBELL WATER SERVICE PRODUCTS	SUPPLIES	\$522.30	\$727.98
			SUPPLIES	\$205.68	
801620	505-7201-561.21-50	NICOR	90920700003	\$80.96	\$360.02
			05850400002	\$71.40	
			58544440003	\$94.05	
			42567895683	\$24.85	
			16797600000	\$88.76	
801622	505-7201-561.22-70	AT & T	847590210502	\$934.79	\$1,108.30
			847590808202	\$173.51	
Total Division:				\$58,019.21	
Total Department:				\$58,019.21	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 73 Parking					
Division: 1					
801621	235-7301-532.21-50	COMMONWEALTH EDISON COMPANY	4286290000	\$187.59	\$287.14
			5231622008	\$99.55	
Total Division:				\$287.14	
Division: 2					
205176	235-7302-532.21-50	HOMEFIELD ENERGY	4874331007	\$3,714.05	\$3,714.05
Total Division:				\$3,714.05	
Division: 3					
801620	235-7303-532.21-50	NICOR	12690400002	\$24.12	\$24.12
Total Division:				\$24.12	
Division: 4					
205174	235-7304-532.21-50	HOMEFIELD ENERGY	0983023007	\$2,830.71	\$2,830.71
205300	235-7304-532.21-02	VALLEY FIRE PROTECTION	FIRE ALARM SERVICE REPAIR	\$445.00	\$445.00
	235-7304-532.21-11		PIPE REPAIR	\$635.00	\$635.00
801620	235-7304-532.21-50	NICOR	92296400002	\$80.28	\$80.28
Total Division:				\$3,990.99	
Total Department:				\$8,016.30	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 74 Solid Waste Dispsl SWANCC					
Division: 1					
901218	511-7401-562.21-54	SOLID WASTE AGENCY	TIPPING FEES 4-2017	\$84,623.85	\$84,623.85
Total Division:				\$84,623.85	
Total Department:				\$84,623.85	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 75 Municipal Fleet Services					
Division: 1					
205101	621-7501-551.21-02	ALLDATA	EQUIPMENT MAINTENANCE	\$1,500.00	\$1,500.00
205111	621-7501-551.31-51	BATTERIES PLUS	BATTERIES	\$159.88	\$159.88
205117	621-7501-551.21-07	CAR PRETTY	DETAIL	\$50.00	\$50.00
205118	621-7501-551.31-51	CAR QUEST	VEH MAINTENANCE SUPPLY	(\$116.94)	\$591.23
			VEH MAINTENANCE SUPPLY	(\$27.54)	
			VEH MAINTENANCE SUPPLY	(\$17.64)	
			VEH MAINTENANCE SUPPLY	(\$77.70)	
			VEH MAINTENANCE SUPPLY	(\$11.11)	
			VEH MAINTENANCE SUPPLY	(\$12.00)	
			VEH MAINTENANCE SUPPLY	\$38.99	
			VEH MAINTENANCE SUPPLY	\$28.78	
			VEH MAINTENANCE SUPPLY	\$126.95	
			VEH MAINTENANCE SUPPLY	\$7.91	
			VEH MAINTENANCE SUPPLY	\$41.73	
			VEH MAINTENANCE SUPPLY	\$14.34	
			VEH MAINTENANCE SUPPLY	\$9.35	
			VEH MAINTENANCE SUPPLY	\$7.48	
			VEH MAINTENANCE SUPPLY	\$45.37	
			VEH MAINTENANCE SUPPLY	\$24.47	
			VEH MAINTENANCE SUPPLY	\$27.94	
			VEH MAINTENANCE SUPPLY	\$14.34	
			VEH MAINTENANCE SUPPLY	\$40.18	
			VEH MAINTENANCE SUPPLY	\$40.69	
			VEH MAINTENANCE SUPPLY	\$39.21	
			VEH MAINTENANCE SUPPLY	\$257.43	
			VEH MAINTENANCE SUPPLY	\$9.19	
			VEH MAINTENANCE SUPPLY	\$79.81	
205119	621-7501-551.21-07	CASSIDY TIRE & SERVICE	ALIGNMENT	\$80.00	\$80.00
	621-7501-551.31-51		TIRE	\$158.00	\$158.00
205120	621-7501-551.31-51	CASTLE CHEVROLET NORTH	VEH MAINTENANCE SUPPLY	\$29.93	\$29.93

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205121	621-7501-551.30-35	CINTAS CORP	UNIFORM	\$52.28	\$156.84
			UNIFORM	\$52.28	
			UNIFORM	\$52.28	
205122	621-7501-551.21-36	CITY WELDING SALES & SERVICE	CYLINDER RENTAL	\$199.56	\$199.56
205123	621-7501-551.31-51	CLASS C SOLUTIONS GROUP	VEH MAINTENANCE SUPPLY	\$93.04	\$93.04
205156	621-7501-551.22-03	GRABOWSKI KENNETH	TRAINING	\$351.00	\$351.00
205157	401-7501-572.50-15	GRAINGER W W INC	STEEL PUNCH	\$2,735.55	\$2,895.55
			PUNCH/DIE	\$160.00	
205169	621-7501-551.21-07	HILLSIDE AUTO BODY SERVICES	TRANSMISSION WORK	\$240.37	\$240.37
205214	621-7501-551.31-85	MAC TOOLS	TOOLS	\$21.99	\$21.99
205218	621-7501-551.31-51	MASTER HITCH INC	VEH MAINTENANCE SUPPLY	\$54.95	\$54.95
205229	621-7501-551.21-07	MIDWEST LUBE INC	VEH EQUIPMENT MAINTENANCE	\$79.00	\$79.00
205233	621-7501-551.21-07	MORTON GROVE AUTOMOTIVE WEST	VEH EQUIPMENT MAINTENANCE	\$185.00	\$185.00
205236	621-7501-551.21-07	MPC COMMUNICATIONS & LIGHTING INC	SIREN CONTROL HEAD REPAIR	\$35.00	\$35.00
	621-7501-551.31-51		VEH MAINTENANCE SUPPLY	\$366.00	\$366.00
205258	621-7501-551.31-51	PRECISION SERVICE PARTS	VEH MAINTENANCE SUPPLY	\$208.70	\$229.74
			VEH MAINTENANCE SUPPLY	\$21.04	
205279	621-7501-551.21-07	SPRING ALIGN	VEH EQUIPMENT MAINTENANCE	\$819.73	\$3,750.67
			VEH EQUIPMENT MAINTENANCE	\$2,930.94	
205280	621-7501-551.31-51	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	\$2,054.38	\$2,267.47
			VEH MAINTENANCE SUPPLY	\$2.63	
			VEH MAINTENANCE SUPPLY	\$42.69	
			VEH MAINTENANCE SUPPLY	\$65.52	
			VEH MAINTENANCE SUPPLY	\$102.25	
205296	621-7501-551.21-07	ULTRA STROBE COMMUNICATIONS INC	VEHICLE EQUIPMENT INSTALL	\$1,875.00	\$1,875.00
205319	621-7501-551.21-07	WENTWORTH TIRE SERVICE	TIRE REPAIR	\$187.94	\$187.94
Total Division:				\$15,558.16	
Total Department:				\$15,558.16	

Check Date: 2017 - 3 - 15

WARRANT REGISTER - GM0002

Date: Wednesday, March 15, 2017
Page 33

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 80 Pensions					
Division: 1					
901221	705-8001-631.22-05	CITIBANK	POSTAGE	\$45.08	\$45.08
	711-8001-631.22-05		POSTAGE	\$38.18	\$38.18
Total Division:				\$83.26	
Total Department:				\$83.26	

Check Date: 2017 - 3 - 15

WARRANT REGISTER - GM0002

Date: Wednesday, March 15, 2017
Page 34

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	90	Capital			
Division:	13				
205158	431-9013-571.50-25	GRAYBAR ELECTRIC COMPANY	SUPPLIES	\$2,122.50	\$2,122.50
Total Division:				\$2,122.50	
Total Department:				\$2,122.50	

Check Date: 2017 - 3 - 15

WARRANT REGISTER - GM0002

Date: Wednesday, March 15, 2017
Page 35

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 99 Non Operating					
Division: 1					
205225	515-9901-525.40-83	METROPOLIS COMMERCIAL CONDO ASSN	CAM CHARGES 3-2017	\$5,776.54	\$5,776.54
	515-9901-525.40-92		BUILDING RESERVE CHARGE	\$1,199.90	\$1,199.90
Total Division:				\$6,976.44	
Total Department:				\$6,976.44	
TOTAL ALL FUNDS:				\$1,031,479.73	



Item: Retirement of Police Canine Layka

Department: Village Manager's Office

Retirement of Police Canine Layka

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:



Item: Hillside Auto - 25 E. University Dr. - PC#15-004

Department: Planning & Community Development

REQUEST

1. A Land Use Variation to allow Motor Vehicle Repair, Major in the M-1 district.
2. A variation from Chapter 28, Section 6.12-1(3) Traffic Engineering Approval, to waive the requirement for a traffic study and parking analysis from a Certified Traffic Engineer.

STATUS

On November 16, 2015 the Village Board discussed a Land Use variation request to allow motor vehicle repair major, in the M-1 District for Hillside Auto Body and Service to be located at 25 E. University Drive. Significant discussions took place regarding when Hillside Towing would cease business operations at their current location, at 200 E. Palatine Road. As a result of this discussion, the above-referenced petition was tabled to allow the petitioner to respond with a time frame in which they would agree to cease operations at the 200 E. Palatine Road location.

In January, Robin Ward and Charles Perkins met with Colleen Balek and Samuel Tenenbaum representing Hillside. As a result of this meeting, Hillside submitted correspondence on January 19, indicating that they propose to cease business operations at 200 E. Palatine Road no later than December 31, 2018.

Additionally, during the January meeting, Hillside requested the ability to include a spray booth at the 25 E. University Drive location. Staff has no objections to the inclusion of spray booth at this location, so long as that at the time of permit submittal it meets all necessary building codes, fire codes and design standards. The proposed spray booth is proposed to be within a contained unit attached to the back of the building. Alternatively, it may be located within the existing building itself subject to code compliance. To allow the spray booth, a modification to Plan Commission Condition #6 is necessary and that modification is reflected in the Recommendation.

At the Village Board meeting on February 6, 2017, the matter was tabled again after discussion pertaining to the proposed condition to cease operations at their current 200 E. Palatine Road location.

On February 28, 2017 Robin and Charles met again with Colleen and Samuel. The purpose of the meeting was to further discuss a proposed condition in the ordinance to cease operations at 200 E. Palatine Road as stated in Hillside's January 19th correspondence. Subsequent to that meeting, Colleen sent an email, stating that Hillside would agree to the proposed condition if the Village agreed to support a Class 6b tax abatement for the University Drive property and to enter into a sales tax rebate agreement for redevelopment of the Palatine Road property. Staff responded that we do not believe the University Drive property meets the County's guidelines for a 6b and that we could not agree to a sales tax rebate when there is no current redevelopment plan in place for the property. As we have not heard anything further, we believe that Hillside is still unwilling to agree to a condition in the ordinance that matches the commitment set forth in their January 19 letter.

RECOMMENDATION

The Plan Commission recommends to the Village Board approval of a Land Use Variation for Hillside Auto Body and Service to permit Motor Vehicle Repair Major, in the M-1 zoning district and a variation from Chapter 28, Section 6.12-1 (3) to waive a formal traffic study and parking analysis.

This approval is contingent upon compliance with the recommendation of the Plan Commission and the following conditions detailed in the Staff Development Committee report dated October 22, 2015 and modified as relating to the painting of vehicles:

1. A new 10 foot tall vinyl solid fence shall be required along the perimeter of the site per Exhibit A (site plan).
2. Landscaping shall be installed at the front of the building as illustrated on the floor/site plan.
3. The petitioner shall repair, fill and patch potholes and cracks in the storage lot.
4. The petitioner shall stripe parking spaces along rear of the building to accommodate employees, estimated at five employees.
5. An MWRD permit may be required for the sanitary system grease trap in order to conform with an automotive use.
6. Junkyards and vehicle compactors/crushers are specifically prohibited.
7. Hours of operation shall be limited to 8:00am until 6:00pm Monday to Friday, and 8:00am to 12:00pm Saturday.
8. The petitioner shall comply with all Federal, State and Village regulations and policies.

In addition, a section will be added to the Ordinance stating: The Petitioner agrees that, no later than December 31, 2018, all business operations will cease at the 200 East Palatine Road property.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description

Type

Hillside Letter - January 2017

Correspondence

Amended Site Plan - 1/20/17

Exhibits

VB Minutes 2/6/17

Minutes

VB Minutes 11/16/15

Minutes

Staff Report

Report

PC Minutes 10/28/15

Minutes

Location Map

Exhibits

Site Aerial

Exhibits

Site Plan

Exhibits

Floor Plan - Landscape Plan

Exhibits

Justification Narrative

Correspondence

Department Comments - Petitioner
Response - Round 1

Correspondence

Department Comments - Petitioner
Response - Round 2

Correspondence

PC Timeline Tracker

Correspondence



Hillside Transportation, L.L.C.
200 E. Palatine Road, Arlington Heights, Illinois 60004
120 W. University Drive, Arlington Heights, Illinois 60004
Phone: (847) 253-0183 Fax: (847) 253-1658
cbalek@hillside towing.net

January 19, 2017

Via Email

Mr. Charles Perkins
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Re: Petitioner Hillside Auto Body & Service, Inc.
Property: 25 E. University Drive, Arlington Heights
PIN No. 03-08-103-0004-0000
File No.: P.C. 15-004

Dear Charles:

It was a pleasure speaking with you last week. Pursuant to our discussion, please find attached Hillside Auto Body & Service, Inc.'s ("Hillside") amended floorplan with a spray booth (approximately 30 feet x 14 feet). The spray booth will be attached to the rear of the building (Southwest Corner, approximately 25 feet away from fence and property line). No building modifications or alterations will be required. Hillside also requests that Proposed Condition 6, and any other relevant conditions, be amended to remove the prohibition against painting motor vehicles.

Moreover, as discussed, Hillside will cease business operations at 200 E. Palatine Road, Arlington Heights no later than December 31, 2018.

We look forward to receiving a Meeting Date. Please let me know if you have any questions or comments.

Very truly yours,

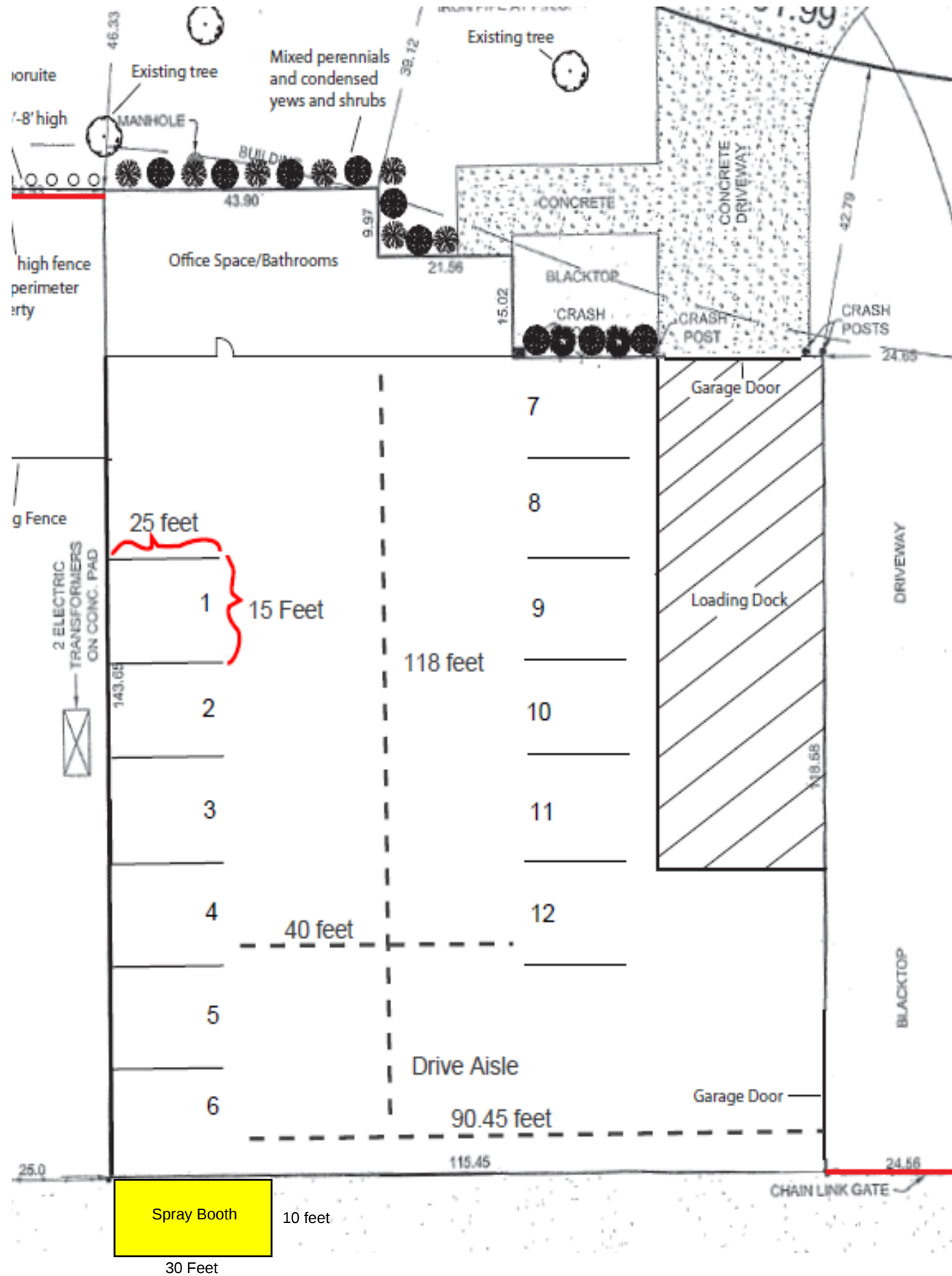
A handwritten signature in black ink that reads "Colleen Balek". The signature is written in a cursive, flowing style.

Colleen Balek

Attachments

cc. Ms. Robin Ward (via email)
J. Samuel Tenenbaum (via email)

Hillside Auto Body & Service, Inc.
Floor Plan



A. Hillside Auto - 25 E. University Dr. - PC#15-004 Tabled
Land Use Variation

Mr. Recklaus said this is a continuation of a discussion from November, 2015. Mr. Perkins said this item received a unanimous recommendation from the Plan Commission to recommend approval of a Land Use Variation for Automotive Repair/Major at 25 E. University Drive. The matter was tabled by the Board to allow the petitioner to determine when they would cease business operations at the current location of 200 E. Palatine Road. A letter has been submitted indicating that they will cease operations no later than December 31, 2018 at the Palatine Road location. They have also requested the addition of a paint booth at the new location which was previously excluded. Two other requests for auto repair have been approved by the Village on University Drive. The paint booth would need to meet Building, Fire Codes and design standards. Staff has no objection to that request.

Colleen Balek, attorney for Hillside Transportation, said they need the paint booth as more business has been developed and a contract from UPS was acquired.

Trustee Glasgow asked if the letter regarding ceasing operations is binding. Ms. Ward said that a section of the Ordinance could include this as a condition, but the petitioner would have to agree to it. Trustee Glasgow asked what remedy the village has if the date is not met. Ms. Ward said it would be challenging to enforce. The village could remind them of their commitment and the Board made a decision based on that commitment. Ms. Ward said it is a challenge to condition something on an un-impacted piece of property. Ms. Balek said they would not agree to add this condition to the Ordinance. If the Board is giving a Variance, then Hillside should agree to cease operations at the other location. As there are no assurances, he will vote no.

Ms. Balek said Hillside has already retained a leasing agent for the Palatine Road property and they will be putting up a sign. They are planning to move and clear the property as soon as the Variance passes. She said she doesn't think it's appropriate to make it a condition of the Ordinance on a property that is unrelated to this one. They are making a good faith gesture in agreeing to vacate by a certain date.

Trustee Glasgow said he has heard this before. Ms. Balek said Hillside entered into an agreement prior to 2005 with a company to redevelop the property who subsequently backed out of the agreement and then the economy crashed, so Hillside was not able to lease the property at its full value at that time. Now, they are hoping to do that.

Trustee Tinaglia asked what dialogue has taken place regarding clearing

this property. If nothing were to change but the relocation of the business, the problem is not solved. Ms. Balek said they have talked about taking down the house and the shop, clearing the land and getting it ready for redevelopment. Trustee Tinaglia asked, if this Variance goes through, why wouldn't Hillside not carry through with the other piece of the puzzle? Ms. Balek said they are not saying they won't carry through; they're just not sure if it will be cleared by that 2018 deadline. It depends on how the operations are moved over and there are other owners involved in the property. They would also like to be in talks with a company regarding redevelopment. They do want to clear the property. The house has been cleared out and they are working through that.

Trustee Tinaglia said the Board wants them to succeed and get this other project under way. There's balancing that needs to be done. That property has been the same for 45 years. He said he would love to get this done tonight, but would like a firm commitment that Hillside will at least clean up the property. Short of that, he won't vote in favor. Ms. Balek said she doesn't see why they wouldn't make that deadline, but they do want to keep the fence up for construction.

Trustee Scaletta asked when operations will cease. Mark Balek said by 2018 they will be out and the buildings will be down. She said they are at capacity and they want to have time in case things come up. They need to put up a fence on University and move the spray booth which requires permits. The 2018 deadline gives them enough time to move out, clear the land and continue their operations on University. Trustee Scaletta asked if it was a condition, and Hillside were unable to meet the condition, wouldn't they just come back and explain why they couldn't meet it. Ms. Balek said she didn't think the village would be willing to hear that. Trustee Scaletta said the Board seems to be listening to everything they have asked for. Ms. Balek said the Board is willing only if they are conditioning unrelated property. Mr. Balek said the property owners and the business owners are separate entities. He said the village is hindering him from opening his place of business and it has cost him 16 months of income and holding him hostage.

Trustee Scaletta asked if they thought the current condition of the property on Palatine Road is an eyesore. Mr. Balek said not in his mind, he offered to put up a fence with landscaping and it was rejected by the village. Ms. Balek said the house is where five generations of their family grew up. Trustee Scaletta asked if Hillside can't get its partners to agree, what will they do? Ms. Balek said the site generates income. The partners will agree if Hillside gets moved, but they need to have income coming in. The date was agreed to by Hillside. They agree to have the building down and green grass there by 12/31/18. Trustee Scaletta suggested if they were worried about getting it done, perhaps another date could be put forward.

Trustee Farwell said Hillside is asking the Board to grant a variance, but they won't give the same consideration for making the exit on the Palatine

Road property. He understands their intention, but unless there is true commitment, he will not vote in favor. He said the village has done this with other businesses as well.

Ms. Balek asked what other businesses has the village conditioned a variance for one property on another property. Trustee Farwell said he didn't know exactly, but the Board is generally a business friendly Board. Perhaps there is a cart/horse issue. Maybe Hillside needs an agreement with their partners before they ask the village to give a variance.

Ms. Balek said she has asked for other examples where the board has linked two properties. If they didn't own Palatine Road, this wouldn't be a conversation. Other businesses have been granted variances for major automotive repair, one right next to the property they are holding. Mr. Balek has spent \$200,000 on University Drive and can't use the space.

Trustee Blackwood questioned why the Board is asking for this condition. It is related by business use only. Ms. Ward said that is why there is a stalemate as the Village cannot force the clearing of the property with a condition.

Trustee Blackwood said it is in Hillside's best interest to release the property on Palatine Road as quickly as possible. Mr. Balek said Hillside leases the property on Palatine Road from the family. He controls the business, but not the Palatine Road property. He wants to move his business and believes he is being held hostage.

Trustee LaBedz asked about the ownership. Mr. Balek owns Hillside with a partner and but there are 4 shareholders of the property. He and his partner are minority shareholders on the property. The majority shareholder makes income off the property and she is 87.

President Hayes said based on the letter of January 2017; Hillside has agreed to cease operations on Palatine Road no later than December 31, 2018. Since they've agreed to that, he doesn't see a difference for it being in the Ordinance if they can agree to that date. Ms. Balek said it is not appropriate to put in the Ordinance.

Mr. Recklaus said the commitment is in writing, but the petitioner is not willing to make the commitment in the Ordinance. Mr. Balek said Hillside will be out of there, but he is not the majority shareholder of the Palatine Road property. Ms. Balek said Hillside will give their best effort and start expediting the situation. Mr. Recklaus said the Board could table the conversation, pass the Variance based on the commitment that the applicant has made or come up with a different date.

Ms. Ward suggested an option would be to attach the letter to the Ordinance, another choice would be to adopt a condition that they will be out with the property cleared by 12/31/18, if for some reason that date

doesn't work, they could submit a request to the Village Board explaining why they cannot be out and the request will not be unreasonably denied. Ms. Balek said no, their letter should be enough of a commitment. If Hillside didn't own 200 Palatine, it wouldn't be part of the conversation.

Trustee Sidor asked how much is this is an internal family issue? Ms. Balek said they hope to have the property cleared by that date. They will have the business completely moved by the 2018 date. She said they will take care of the family issues. Trustee Sidor asked if the company is out by 12/31/18, how long what it take for the property to be demolished and cleared. Mr. Perkins said a demo permit must be submitted to Cook County which can take up to six weeks. The village approval takes a few weeks. It would take a few weeks to clear it and grade it. Trustee Sidor asked if they cease operations by 12/31/18 would they agree to have property cleared by 6/18/19. Ms. Balek said she didn't think it was appropriate to make it a condition of the variance and the Board can't unless Hillside agrees to it.

Trustee Tinaglia said Hillside is asking the community to give a commitment to Hillside for what they want to do on other projects, while this project keeps getting set aside. The Board is willing to keep doing that, but needs the same in return. A variance was given to Hillside in 2009/2010 for a property, and in 8 years nothing has changed on Palatine Road. The windows aren't fixed, the house is not painted and it doesn't look like it is habitable. Mr. Balek asked about the village not allowing a new fence there. Trustee Tinaglia said a fence would be 6 feet high. The house is 30 feet tall and 5 feet from property line. The Board is working to help you, but you are being strict on what you require.

Trustee Farwell said the petitioner agrees that all operations will cease and be completely moved to University site by 12/31/18. The village can't require Hillside to knock down a building it does not own. It is proper for the Board to require them to cease operations in one location for a variance in another location. There is a vacant property Ordinance already. The vacant property can be subject to the vacant property law. Ms. Balek said they would not agree to make it a condition of the Ordinance.

President Hayes said this should be tabled so that the partners and the village can work something out.

Trustee Glasgow said Hillside is asking for a unilateral gift with nothing in return. Ms. Balek said it is not proper under the law. Trustee Glasgow said since it is not a matter of the time, but of principle, he doesn't see why it can't be a condition of the Ordinance if they truly intend to vacate the property.

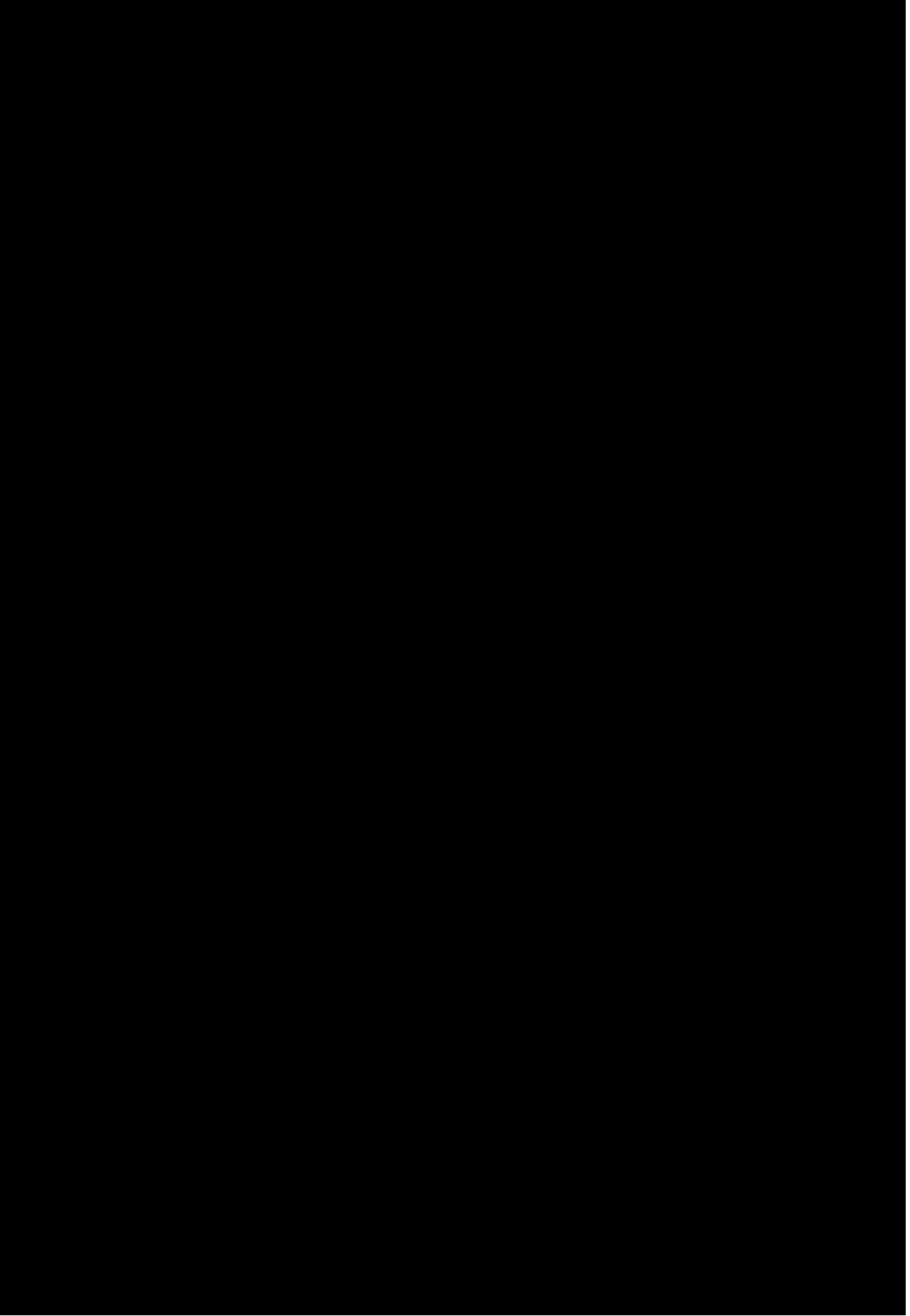
Trustee Scaletta asked when the lease on Palatine Road expires. The answer was 2025.

Trustee Mike Sidor moved to table the discussion. Trustee Robin LaBedz Seconded the Motion.

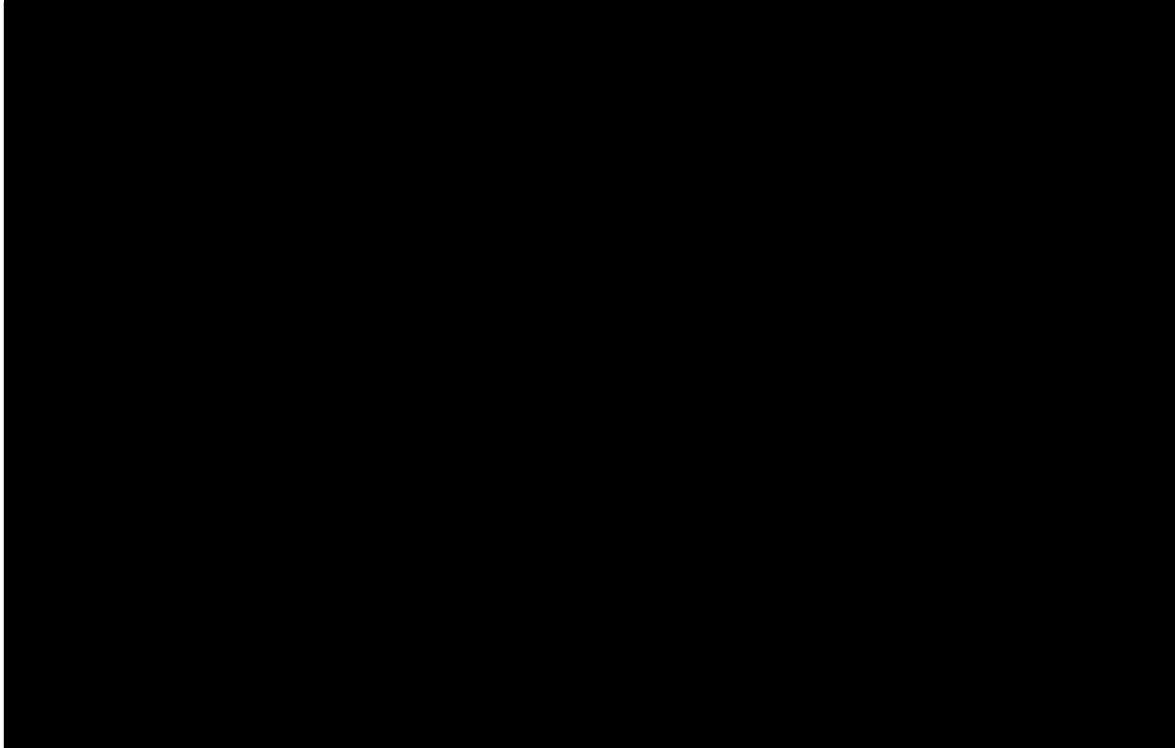
The Motion: Passed

Ayes: Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

Nays: Blackwood



XII. NEW BUSINESS



B. Hillside Auto - 25 E. University Dr. - PC#15-004 Rescheduled Land Use Variation

The petitioner is asking for a Land Use Variation at 25 E. University Drive. Ten years ago Hillside received a Land Use Variation for 120 W. University. Some operations moved to that location but some stayed at the Palatine Road location. The proposed building has been vacant for over 5 years and the petitioner is looking to improve the site. Hillside has indicated verbally they will transfer all operations from 200 East Palatine Road to this location. The Plan Commission recommended approval.

Colleen and Mark Balek said all auto-painting remains at their 120 West University site and there will be no painting on this site. Their goal is to be out of the Palatine Road space within the next 3-4 months. They wish to level the property, plant grass and work with potential developers.

Trustees Glasgow, Tinaglia and Scaletta stressed the importance of transferring operations completely out of the Palatine Road site. They asked for a date when the transition would occur. The Baleks said there is no firm date for a move out.

Mr. Balek said he was a man of his word and Hillside will move operations and improve the site. The Balek's agreed to all the terms and conditions.

There has been no contamination on the site. Trustee Tinaglia asked if the fence will come down and suggested special construction fencing be used during the tear down process of the Palatine Road location.

Mr. Burkland said the Board could suggest a time that the business would need to be out, this condition could be in the Ordinance approving the Land Use Variation. Trustee Scaletta said he would like to see something firmed up in the motion.

Trustee Farwell said in 2004 Hillside said they were going to move operations to the 120 University site, now Hillside is again in 2015 with the same intention and the Palatine Road location is still working the way it was in 2004. Trustee Farwell agreed that some condition in the motion with a reasonable sunset date needed to be part of the process.

Ms. Balek said she was not comfortable with a condition of holding one property's variance as a condition to the other. She said they were minority owners of the Palatine site and can't guarantee the dates or process on that site.

Ms. Ward suggested the following condition could be added to the Variation: The Petitioner agrees that no later than October 31, 2016, all operations will be moved to the 25 University Drive site and ceased at their 200 Palatine Road site, which property will then be maintained in compliance with the Village Code.

Trustee Farwell said he agreed with the proposed motion. Trustee Glasgow amended his motion to the proposed motion. Trustee Tinaglia agreed with the condition.

Ms. Balek said she was not sure they could agree to the move out condition. Ms. Ward said the date could be changed. Mr. Balek said as they were not the majority shareholder, they could not speak for the other owners.

Trustee Glasgow reiterated that the Board was interested in the redevelopment of the Palatine property, for Hillside to cease operations on Palatine Road, and for the business to move to University.

Trustee Scaletta said he would be okay using Hillside's timeline. He said he was taking the Baleks at their word, but wants to make sure it is documented. If there are extenuating circumstances they can come back. Ms. Balek said they will talk to their partners and asked for the issue to be continued to another date.

Trustee Rosenberg asked if the front dock at the new site would be used. Mr. Balek said the door will stay closed and cars will come through the side or back. Trustee Rosenberg said he too was on the Board in 2004 when moving was mentioned, thus the concern.

Trustee Farwell clarified that the motion had nothing to do with the development of Palatine, but with the occupancy on University and moving the business to the new location.

Trustee LaBedz asked what the timeline would be. The Balek's said they hoped to be in the new site in 3-4 months after improvements are made.

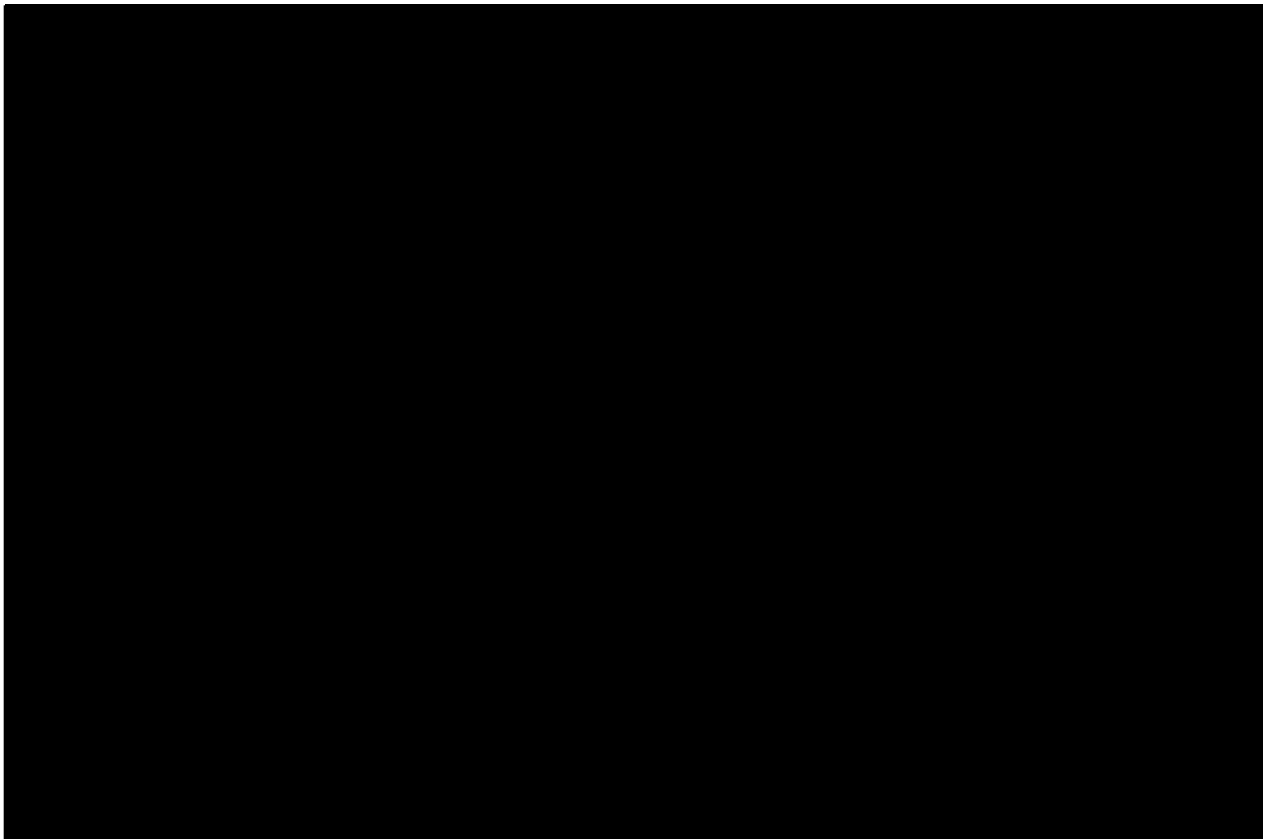
Trustee Thomas Glasgow moved to approve with the following additional condition: The Petitioner agrees that no later than October 31, 2016, all operations will be moved to the 25 University Drive site and ceased at their 200 Palatine Road site, which property will then be maintained in compliance with the Village Code. Trustee Jim Tinaglia Seconded the Motion.

The Motion: Withdrawn

Trustee Thomas Glasgow moved to continue the Land Use Variation to December 7, 2015. Trustee Jim Tinaglia Seconded the Motion.

The Motion: Passed

Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia



STAFF DEVELOPMENT COMMITTEE REPORT

To: Plan Commission
Prepared By: Bill Enright, Deputy Director Planning and Community Development
Meeting Date: October 28, 2015
Date Prepared: October 22, 2015
Project Title: Hillside Auto
Address: 25 E. University Drive

BACKGROUND INFORMATION

Petitioner: James and Mark Balek
Address: 200 E. Palatine Road
 Arlington Heights, IL 60004

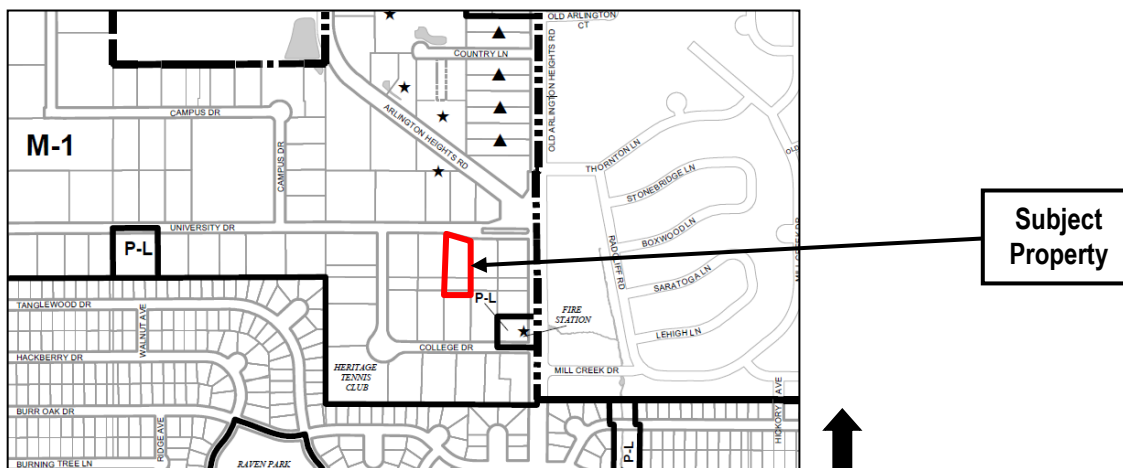
Existing Zoning: M-1, Research, Development and Light Manufacturing District

Requested Action:

- A Land Use Variation to allow Motor Vehicle Repair, Major in the M-1 district.

Variations Identified:

- Chapter 28, Section 6.12-1(3) *Traffic Engineering Approval*, to waive the requirement for a traffic study and parking analysis from a Certified Traffic Engineer.



Surrounding Properties

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	M-1, Research, Development, & Light Manufacturing District	Industrial, Warehouse (Pro Fastening System, Public Storage)	R&D, Mfg., Warehouse
South	M-1, Research, Development, & Light Manufacturing District	Industrial/Commercial (Bancare)	R&D, Mfg., Warehouse
East	M-1, Research, Development, & Light Manufacturing District	Industrial/Commercial (Leonard's Guide – Logistics Company)	R&D, Mfg., Warehouse
West	M-1, Research, Development, & Light Manufacturing District	Industrial/Commercial (Buckeridge Door)	R&D, Mfg., Warehouse

Background

The subject property is approximately 1.28 acres including a 15,110 square foot building. The petitioner, Hillside Auto Body and Towing has their primary location at 200 E. Palatine Road. In 2004, the petitioner received a land use variation to allow Motor Vehicle Repair, Major Facility and Motor Vehicle Towing Service in the M-1 Research, Development and Light Manufacturing District at 120 W. University Drive (which is 500 feet to the west and across University Drive from the subject site). The petitioner would like to operate a Motor Vehicle Repair, Major Facility at this location and will be occupying the entire building. Motor Vehicle Repair, Major is permitted in the "B-3" and "M-2" districts, but not M-1. Therefore, a land use variation is necessary to allow this use at this location.

Per the Zoning Ordinance, "Major motor vehicle repair" is defined as "engine rebuilding or major reconditioning of worn or damaged motor vehicles or trailers; collision service, including body, frame or fender straightening or repair; and overall painting of vehicles." Hillside Auto has indicated that they recently entered into two new contracts to provide auto body and mechanical repair services to a fleet of vehicles owned by a national rental company, and an inventory of vehicles for a local dealership. To accommodate the additional space for its expanding repair operations, they are requesting a land use variation to allow motor vehicle repair, major at 25 E. University Dr.

Hillside Auto has indicated that they anticipate hiring two to five new employees immediately, and more employees as their operations expand. The number of vehicles that will be stored for auto or mechanical repair, on any given day, will be 10 to 15 vehicles. The facility would operate on Monday through Friday from 8:00 a.m. to 5:00 p.m. and Saturdays from 8:00 a.m. to 12:00 p.m.

Hillside Auto had anticipated fully transitioning its operations (towing and repair) from 200 E. Palatine Road to 120 W. University Drive. However, as operating out of a single location is no longer feasible for them, they are seeking a land use variation for their repair operations at this site. Hillside Auto has indicated that if the land use variation is granted, they will commence operations at this site immediately.

In addition, the petitioner has represented that they plan to fully transition operations from the Palatine Road site to the University Drives sites by July 2016, however they cannot guarantee a date that they will cease operations at 200 E. Palatine Road.

Zoning and Comprehensive Plan

The site is currently zoned M-1 Research, Development, & Light Manufacturing District, which does not permit this use, therefore a Land Use Variation is required. The petitioner submitted a response to the following hardship criteria in their letter dated March 13, 2015:

- **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, if granted, will not alter the essential character of the locality.**

Staff supports the land use variation request as the criteria above have been justified, and more specifically for the following reasons:

- The site have been vacant for over 5 years;
- The use is consistent with other adjacent uses;
- As stated by the petitioner, it is their intent to fully transition operations from 200 E. Palatine Road to the 25 E. University Drive site and the existing site at 120 E. University Drive.

The Village's Comprehensive Plan designates this property as 'R&D, Mfg., Warehouse'. Given the scope of this petition and the surrounding land uses, this use is consistent with the Comprehensive Plan.

Plat and Subdivision Committee

The Plat and Subdivision Committee met on October 22, 2014 and did not have objections to this proposal moving forward through the public hearing process.

Building, Site and Landscaping

The Petitioner is not proposing any exterior modifications to the building, therefore Design review is not required. Per the Zoning Ordinance, within the M-1 district, all research, business, production, servicing and processing must take place within completely enclosed buildings unless otherwise specified. All storage must be in completely enclosed buildings or structures if located within 150 feet of a residence district. Storage located elsewhere in this district may be open to the sky but must be enclosed by solid walls or fences (including solid doors or gates thereto) at least eight feet high, but in no case lower in height than the enclosed storage and suitably landscaped. Since the proposed property is not within 150 feet of a residence district, storage may be located outside but must be enclosed by a solid wall or fence, at least 8 feet in height. At this time, there is an existing chain link fence in the rear of the property. The petitioner has agreed to install a new, solid vinyl fence 10 feet tall around the perimeter of the storage area. Staff would recommend that the fence gate at the storage entrance include slats to provide some degree of screening from the roadway.

In addition, the petitioner originally provided several options to stripe parking spaces in the rear storage area, however during the review process the request was modified by the petitioner to patch and fill potholes and cracks in the rear storage area rather than stripe individual spaces. Typically curbed islands of parking areas would be required, but since this area is for storage of vehicles, staff supports leaving the rear parking area as non conforming with respect to the requirement for curbed islands. Also given that a new 10 foot tall fence will enclose this area, staff supports the petitioner's request to not landscape the lot and leave as non conforming. Staff notes that painting of vehicles is not proposed, nor are vehicle compactors / crushers. Thus those uses shall be prohibited as a condition of this petition.

In addition, the petitioner shall confirm with MWRD whether or not the existing sanitary system grease trap would have to be evaluated to see if it meets the MWRD criteria for an automotive use.

Traffic & Parking

At this time, there are no clearly striped parking spaces for this property. The petitioner has indicated that for their new contracts, Hillside will be responsible for transporting the vehicles to and from the owner's facility and therefore they do not anticipate an increased need for customer parking. The petitioner has agreed to provide striped parking spaces for employees at the rear of the building.

The petitioner had originally provided plans to stripe the rear storage area to include parking for the site. However, the zoning code does allow for parking to be met off site as long as that parking is within 1,000 feet of the use served. The petitioner's 120 E. University Drive site has more parking than required by code (excess of 82 spaces) and is 500 feet from this site.

Per the Zoning Code, the parking requirements for this use are calculated as follows:

Use	Code Use	Square Footage (SF)/Bays	Parking Square Footage (SF)	Parking Standard	Employees	Vehicles	Required Parking
Office	Business and Professional Offices	1800 SF	1800	1 space/ 300 SF			6
Service Area	Automobile Service Station	12 bays	13,310	One space for each employee plus three spaces for each service bay	5		41
Total			15,110				47
					Spaces available		5
					Surplus/(Deficit)		(42)*

*Chapter 28 Section 11.3-3 allows for parking requirements to be met in the M zoning districts within 1,000 feet of the use served.

Although the 25 E. University Drive site does not provide the required stripped parking spaces, they can meet the requirement at their 120 E. University Drive site, which is 500 feet to the West. In addition the 120 E. University site has a code excess of 82 parking spaces.

Per the Zoning Ordinance, a Traffic study and Parking analysis is required for projects seeking a Land Use Variation that are not adjacent to a major or secondary arterial street as defined by the Village's Thoroughfare Plan. The petitioner is seeking a variation for the following:

- **Chapter 28, Section 6.12-1(3) *Traffic Engineering Approval*, to waive the requirement for a traffic study and parking analysis from a Certified Traffic Engineer.**

Staff supports a variation to not require a traffic study and parking analysis given the limited impact of this use on adjacent roadways.

Recommendation

The Staff Development Committee recommends approval of PC15-004, a Land Use Variation to permit Motor Vehicle Repair Major, in the M-1 zoning district; and a variation from Chapter 28, Section 6.12-1 (3) to waive a formal traffic study and parking analysis, subject to the following:

1. A new 10 foot tall vinyl solid fence shall be required along the perimeter of the site per Exhibit A (site plan).
2. Landscaping shall be installed at the front of the building as illustrated on the floor / site plan.
3. The petitioner shall repair, fill and patch potholes and cracks in the storage lot.
4. The petitioner shall stripe parking spaces along rear of the building to accommodate employees, estimated at 5 employees.
5. An MWRD permit may be required for the sanitary system grease trap in order to conform with an automotive use.
6. Junkyards, vehicle compactors/crushers, and painting of vehicles are specifically prohibited.
7. Hours of operation shall be limited to 8:00am until 6:00pm Monday to Friday, and 8:00am to 12:00pm Saturday.
8. Compliance with all Federal, State and Village regulations and policies.



October 22, 2015

Bill Enright, Deputy Director of Planning and Community Development

C: Randy Recklaus, Village Manager
All Department Heads

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PLAN

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

COMMISSION

RE: Hillside Auto - PC# 15-004

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
28th day of October, 2015, at the hour of 7:43 p.m.

MEMBERS PRESENT:

JOE LORENZINI, Chairman
BRUCE GREEN
LYNN JENSEN
TERRY ENNES
JOHN SIGALOS
JAY CHERWIN
MARY JO WARSKOW
GEORGE DROST
SUSAN DAWSON

ALSO PRESENT:

BILL ENRIGHT, Deputy Director

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CHAIRMAN LORENZINI: Okay, the next item on the agenda, the next public hearing is Hillside Auto, 25 East University Drive, PC# 15-004, have all proper notices been given, Bill?

MR. ENRIGHT: Yes.

CHAIRMAN LORENZINI: Is the Petitioner here?

MS. BALEK: Hi, I'm Colleen Balek, B-a-l-e-k on behalf of Hillside Auto Body.

CHAIRMAN LORENZINI: Okay, go ahead. Are they going to testify too?

MS. BALEK: Mark is.

CHAIRMAN LORENZINI: Would you come forward if you're going to testify? We'll swear you in.

(Witnesses sworn.)

CHAIRMAN LORENZINI: Thank you, and your name, sir?

MR. BALEK: Mark Balek, B-a-l-e-k.

CHAIRMAN LORENZINI: Again, please?

MR. BALEK: Mark Balek, B-a-l-e-k.

MS. BALEK: He's one of the owners.

CHAIRMAN LORENZINI: Okay, does somebody want to give us a brief presentation --

MS. BALEK: Sure, so we're here asking for motor vehicle repair major at 25 East University. This is just a brief background about Hillside. We've been in Arlington Heights operating since the 1920's. We're currently in our second generation of ownership and five generations of our family have lived in Arlington Heights. We're currently operating out of 200 East Palatine Road and 120 West University Drive. We've been operating out of our University Drive location for a couple years now and what we're looking to do is open another location on University Drive, which is at 25 East University Drive in Arlington Heights. We're looking to do mechanical and auto repair, there'll be no painting at this facility. This is a site plan of the property and this is our proposed plan.

What we're proposing is installing a new solid fence around the property and we're going to line up the fence on the one side so it meets with our neighbor and put new landscaping in the front. We are going to fix the potholes and the cracked asphalt in the back and we're going to stripe some employee parking in the rear. But at this time, we're not anticipating any customer parking at this location, it's very close to our 120 West University Drive location so customers are going to be directed there. And most of the work that's going to be done at this facility will involve us doing the transporting of the vehicles back and forth. It's for a couple of different companies and so they prefer us to just transport the vehicles.

This is an inside plan. What we're proposing is 12 bays in the building and there's two garage doors, one in the front and

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one on the side. We would use the one on the side, towards the rear. At this time we're not planning on using the front one to move cars in and out. We anticipate having three to five full-time employees and our hours of operation will be the same as our other facility, which is Monday through Friday, 8:00 to 5:00, no later than 6:00 and Saturday 8:00 to 12:00.

And that's it.

CHAIRMAN LORENZINI: Thank you. Have read the eight conditions put in by the department?

MS. BALEK: We have.

MR. BALEK: Yes.

CHAIRMAN LORENZINI: And do you agree with them?

MS. BALEK: We do.

MR. BALEK: Yes.

CHAIRMAN LORENZINI: All right, thank you. You may have a seat if you want. Bill, do you want to give us the staff report.

MR. ENRIGHT: Chairman Lorenzini, members of the Commission, staff has reviewed the request and is supportive of the land use variation primarily because, one reason is this building has been vacant for five years and has fallen into some degree of disrepair which the Petitioners agreed to make improvements to the site. In addition, they've had a facility at 120 East University Drive, similar facility, for over 10 years. And the time there were concerns about that use there in the adjacent properties, but the Village placed a lot of conditions at that time and we have not had any complaints about that operation on University Drive. This operation is a slightly smaller building, they're not doing painting of vehicles or using their towing business there because they have that at 120 East University Drive.

In addition, the Petitioner has stated, in the public record, that their intent is to move all operations from their existing site at Palatine and Arlington Heights Road to this site as well as the 200, or 120 East University Drive site. And we see that as linked to our support for this project because that will help to open up that site for redevelopment. It's a prime commercial corner in the Village, and moving these operations to the industrial park will facilitate that. So it is the Village's expectation that they will move their operations consistent with what they stated which is next year at some point. Although there's no, you know, written commitment to that, but it is an expectation the Village as it relates to our opinion on this land use variation.

But given the fact that they haven't had, we have not received complaints about their existing facility, which is at 120 East University Drive, we feel that this is appropriate and will not be a disruption to the neighborhood. There's several conditions that we've recommended as part of this development. One includes, which the Petitioner has agreed to, is to provide a 10 foot tall, vinyl fence around the perimeter of the storage area. Which is located behind the building to the south. And that will be a decorative, vinyl fence,

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which I gave a copy of the cut sheet that the Petitioner provided which is, you know, has a decorative look to it. But again, it will provide a 10 foot high screen which is required for outdoor storage, so you won't be able to see any vehicles that might be stored in the rear of the property.

Landscaping, additional landscaping will be planted at the base of the buildings, there are some trees there now, but there will be a slight enhancement with that. In addition, the rear, where the storage area is, is in a state of disrepair, it's, it needs some patching and pothole filling in the cracks and so forth. So the Petitioner has agreed to do that because they're going to be having to get vehicles stored there.

We had also agreed to stripe spaces behind the building within the storage area for their employees, estimated at five. An MWRD permit for their sanitary system grease trap, they're going to have to check with MWRD seeing if there's going to be any modification to that as a result of the change in use from the former plumbing use five years ago to automotive use.

In addition, as we did with the previous approvals for 120 East University Drive, junkyards, vehicle compactors and crushers and the painting of vehicles will not be allowed at this particular site. Hours of operation are regulated to the hours of operation the Petitioner has stated, 8:00 a.m. to 6:00 p.m., Monday through Friday and 8:00 a.m. to 12:00 noon on Saturday.

So, those are the conditions the staff is recommending with respect to this particular land use and at that point we would conclude our presentation.

CHAIRMAN LORENZINI: Thank you. Motion to include the staff report into the public record?

COMMISSIONER WARSKOW: I make such motion.

COMMISSIONER SIGALOS: And I'll second that.

CHAIRMAN LORENZINI: Let's vote, all in favor?

(Chorus of ayes.)

CHAIRMAN LORENZINI: Opposed?

(No response.)

CHAIRMAN LORENZINI: We're good? Okay, questions from the Plan Commissioners, Jay, do you want to start this one?

COMMISSIONER CHERWIN: I guess I was okay with it, I think we've seen this before, I didn't, Mr. Enright, I guess I'd ask, from the previous time, was there any significant changes or what was the, I think was maybe in the Committee that I had seen them, I thought there was a previous public hearing on this and I was a little confused.

MR. ENRIGHT: Not on this site, for this Petitioner, no.

COMMISSIONER CHERWIN: No, it must have been, at that Committee --

MR. ENRIGHT: I'm not sure what you're referring to in terms of this site --

COMMISSIONER CHERWIN: Plat/Sub, we haven't had a

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Plat/Sub --

MR. ENRIGHT: But it went to Plat and Sub.

COMMISSIONER CHERWIN: It went to Plat and Sub, but I guess what my question is then, were there any significant changes in the Plat and Sub, it seems like they had addressed everything in --

MR. ENRIGHT: Yes, I mean, the main thing was the storage of vehicles and then providing the 10 foot screening around the perimeter of that storage area.

COMMISSIONER CHERWIN: No I'm fine, I don't have any, I was just confused on this one particular item. I thought it was a public hearing but it must have been Plat and Sub and I didn't, I didn't see the Plat and Sub and I was just wondering.

MR. ENRIGHT: Well the Plat and Sub minutes are a part of the packet.

COMMISSIONER CHERWIN: Okay.

MR. ENRIGHT: And you can refer to those.

COMMISSIONER CHERWIN: All right, I don't have any other questions.

CHAIRMAN LORENZINI: John?

COMMISSIONER SIGALOS: No, I don't really have any questions, I think this is an excellent use for this building, particularly that it's right down the street from their 120 University building. And unlike the, what was it, Collision Damage Experts that were here recently, this was in the industrial park and not backing up to a residential area. So I, I'm fully supportive of this, I mean it's great, nice building.

CHAIRMAN LORENZINI: Susan?

COMMISSIONER DAWSON: I just have a question, I'm not understanding, it's really, I'm not, I'm fine with the project, I'm just understanding your move on such a special location and then they're moving across the street from an already existing location. I don't understand what do you, are you doing the same thing in both buildings? Are you doing one thing at one building and one thing at another? I'm just, I don't understand why you're relocating right across the street from where you're --

MS. BALEK: We need more room, the 120 West is primarily for body repair, we have a state-of-the-art spray booth so painting can occur there and they have all the filtration. This is going to be more for like assembly and more minor repair work. But we've grown pretty significantly in the last couple years with private contracts so we need more room to take on more work for the body repair.

COMMISSIONER DAWSON: Okay, so instead of expanding, you're trying to relocate to the two, the all-in-one, was kind of your only option?

MS. BALEK: Right, right.

COMMISSIONER DAWSON: I understand, I have no problems, or no questions.

MS. BALEK: Okay.

CHAIRMAN LORENZINI: George?

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COMMISSIONER DROST: Yes, is this property under contract right now?

MS. BALEK: We own it already.

COMMISSIONER DROST: Oh you already own it.

MS. BALEK: We own it.

COMMISSIONER DROST: And how long have you owned it?

MS. BALEK: Almost two years.

COMMISSIONER DROST: Oh, two years, but it's been vacant for five years?

MS. BALEK: It has.

COMMISSIONER DROST: Okay because you didn't get any special tax --

MS. BALEK: No.

COMMISSIONER DROST: You might get the --

MS. BALEK: No, not at that time.

COMMISSIONER DROST: I was just going online, no, from the standpoint of the hardship aspect of it also just to get a little bit more flavor for it.

MS. BALEK: Right.

COMMISSIONER DROST: I think it's a great project.

MS. BALEK: Thank you.

COMMISSIONER DROST: I think it's a great idea, and a business that's doing well will help everybody in the community, so I have no further questions or comments.

CHAIRMAN LORENZINI: Thank you, George. Lynn?

COMMISSIONER JENSEN: Yes, I don't really have any questions at this point.

CHAIRMAN LORENZINI: Mary Jo?

COMMISSIONER WARSKOW: No questions.

CHAIRMAN LORENZINI: Terry?

COMMISSIONER ENNES: From the property tax standpoint, I'd love to see a new business get going and active in there. I did used to work on this property when it was Planned Plumbing. So I'm very familiar with it. Is there a reason why you don't want to do painting there? Because you have the booth across the street?

MS. BALEK: We do, we have a state-of-the-art booth, and we also, you know, to build a new spray booth and go through the process of the filtration, it's just, we have a spray booth over there that's big enough to fit a semi-truck so we can get all the painting we need done over.

COMMISSIONER ENNES: Do you expect though that there might not be a future need for that? Because you're agreeing to not have it and if it's something you might need in the future now might be the time to be talking about that.

MR. BALEK: Well here's, at this point I don't feel it's necessary, all our stuff is going to minor there, and it's going to be disassembly and assembly so, and since the other building is so close, it's pretty easy just to move the stuff back and forth.

COMMISSIONER ENNES: Okay, as far as complaints, I

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actually office out of the building right behind you, your operation facility and I don't experience any problems.

MR. BALEK: Thank you.

COMMISSIONER ENNES: One other question, let's see what I have, for Mr. Enright, the, I see the statement in here, in addition, Petitioner has represented, this is what you mentioned, but this is not a condition of their getting approval to do this facility, is it?

MR. ENRIGHT: It is not, the conditions are listed in the staff recommendation, it does not include a condition that they cease operations. But it is the Village's expectation in analyzing this, and the appropriateness and the benefits for the community moving this over the year, and one of the off-shoots of that it will hopefully allow the Petitioner to move their operations as they've indicated and redevelop that corner for commercial use.

COMMISSIONER ENNES: The Palatine/Arlington Heights location, how fully are they utilizing that and will this new location allow you to immediately reduce that?

MR. BALEK: That will allow us to free up space over there, we actually, we're actually making moves to clean everything out of there right now and we hope to free that up and we would like to be in the process of removing the buildings, hopefully in, nothing to be set in stone right now, but hopefully by March/April, so, and we are already talking to developers on the other side.

MS. BALEK: Yes, and we're still using the shop pretty fully at that, to do the repair work, so if we get this other location open, we'll be able to move the cars over there. So that will help.

COMMISSIONER ENNES: And this, the Palatine location, that is one of your towing facilities, right?

MR. BALEK: Yes, it is.

COMMISSIONER ENNES: And you also do body work there as well?

MR. BALEK: Yes, we do.

MS. BALEK: Body and mechanical work.

MR. BALEK: Body work and mechanical work. And the facility is fully operational now, and we're kind of busting out, and we do need another facility to go to.

COMMISSIONER ENNES: And that's quite a bit bigger than this new facility, isn't it?

MR. BALEK: Not the building.

MS. BALEK: Not the building.

COMMISSIONER ENNES: No?

MS. BALEK: No.

MR. BALEK: The building at that location is about 5000 square feet and this one's about 16,000 square feet.

COMMISSIONER ENNES: Okay. That's all I have.

MS. BALEK: Thank you.

CHAIRMAN LORENZINI: Bruce?

COMMISSIONER GREEN: I just have a procedural question for you Bill. In Plat and Sub, when this, the old property came up,

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it's sort of an implied condition for the, for this new project that's going on. I asked Latika to go back and research to see if the Village has ever really done that, where they mention an old project not part of what they're before us tonight with. And to sort of throw that in there as, sort of an implied condition, and I think, you know, I know Latika has left, but I asked before she went if there was ever anything like that done by the Village, from the Village standpoint, and she said she didn't have a lot of time to look into it, but she didn't think there was. And I've been on the Commission for 16 years and George has been on at least that long, and I don't ever remember having the, mentioning another property and vacating a property as sort of an implied condition for this one. Have we ever done that before?

MR. ENRIGHT: No.

COMMISSIONER GREEN: So why is that information in the pack here?

MR. ENRIGHT: Because staff believes that it is certainly influenced part of our decision to support this land use variation is that it will also allow for a commercial property in a prime intersection to get redeveloped by allowing them to move operations to a bigger, hopefully better, facility for them. So it is germane to the discussion, but we are not making it a condition of the report, of the project.

COMMISSIONER GREEN: I understand the condition, I just, I'm questioning whether the Village should put any kind of statement that might be looked upon as pressuring somebody to do something.

MR. ENRIGHT: We're not pressuring, it's based on what the Petitioner has told us which is part of the public record.

COMMISSIONER GREEN: Did you ask the Petitioner that question specifically?

MR. ENRIGHT: Yes.

COMMISSIONER GREEN: So you did solicit that information?

MR. ENRIGHT: We did.

COMMISSIONER GREEN: He didn't volunteer it, you asked for it.

MR. ENRIGHT: We asked for it and they, that's what they said in their Petition to us, well actually it's part of their legal petition, we asked about it during Plat and Sub as part of Plat and Sub report, so that's where we asked for it.

COMMISSIONER GREEN: Right.

MR. ENRIGHT: But in their Petition that they submitted to us, unsolicited, they indicated that that was their goal, was to move operations.

COMMISSIONER GREEN: So I guess what I'm asking here is, do you think that's appropriate for that to be in the report?

MR. ENRIGHT: Yes, that's why it's in.

COMMISSIONER GREEN: So if they didn't have that property, what would the difference be?

MR. ENRIGHT: If they didn't have which property?

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COMMISSIONER GREEN: The old corner of Palatine and Arlington Heights, 200 Palatine Road. In other words, what, why would that make a difference, this project stands alone by itself.

MR. ENRIGHT: It may not make a difference.

COMMISSIONER GREEN: But why did --

MR. ENRIGHT: But it was a part of our decision process, it was part of it, not the full part of it, I mean it was a component of our decision to support this land use variation, but it wasn't necessarily, you know, if they didn't have the 200 East Palatine Road, it may not have, even if they didn't have that site we still may have arrived at the same conclusion with this thing.

CHAIRMAN LORENZINI: Would it be fair to say it's just one of the benefits for this project?

MR. ENRIGHT: Yes, absolutely.

COMMISSIONER GREEN: Okay, I just wanted to get on the record, I don't agree with that statement. I don't think that should be in there, to me it looks like it's an implied threat.

CHAIRMAN LORENZINI: And I have no questions. Let's go to the public audience. Anybody in the audience have any questions, comments, concerns? Yes, sir, would you come forward. Please state your name and spell your last name for the court reporter.

MR. STEVENS: I'm Mark Stevens, S-t-e-v-e-n-s. I work for Air Movement and Control Association. We're located at 30 West University Drive, it's across the street from the proposed, for the former property with the proposed variance. We've been in our facility since 1967, or 1969, but it's over 40 years, 40 something years. And we're a trade association, like I said, and really services that we provide to our members is certification services of fans for air performance and noise. You'll see that the AMCA certification, which is a blue and yellow sticker, conveyed by a blue and yellow sticker is present in building specifications, it might even be in your codes here.

We have about 350 members worldwide, as I said we're referenced in building specifications, but we're also referenced by Energy Star. Our certified ratings program is referenced by Energy Star and part of that certification is for noise testing. Noise rating of that product. You'll see Energy Star on appliances mostly, but it's also on residential fans, which is what we certify.

Some of these fans are extraordinarily quiet, really, really quiet. And we test these things. In order to test them, we need ourselves, a quiet environment. And if we lose that quiet environment, this conveys, it carries a permanent damage to our business. So we'd prefer to not see our environment change. We prefer to not see variances allowed, buildings across the street to have a louder operation that damages our business.

What's particularly disturbing in some of the testimony I heard from Mr. Enright, is the quid pro quo aspect of this. For instance, the Village wants them out of that property that they are currently in, so let's put them over here, without any sort of concern

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for the damage it might cause our business. That's completely objectionable it has staff calling losers and winners. And that's not appropriate, it's not proper for them to be doing that.

The second thing is, this statement regarding no complaints. That's just patently false about this. Before Hillside moved in, they, well they actually moved in and started doing business from the property before they had an occupancy permit. We complained. Nothing happened. They did landscaping, they pulled out our landscaping, put their own in, we had mature bushes gone, we complained, nothing happened.

So, there's a history of us complaining, the Village not doing anything. So for us to complain for 10 years, there's no payoff, it doesn't work. So, we don't want to see this happen, we object to it, and that's my statement.

CHAIRMAN LORENZINI: Thank you, Mr. Stevens.

MR. STEVENS: Your welcome.

CHAIRMAN LORENZINI: Anybody else from the audience? Bill do you want to address any of those comments?

MR. ENRIGHT: No.

CHAIRMAN LORENZINI: Okay. So, land use variation, this is, the zone is M-1, right?

MR. ENRIGHT: Correct.

CHAIRMAN LORENZINI: But motor vehicle repair facility is not the proper use without a variation, right?

MR. ENRIGHT: It's not a permitted use in the M-1, correct.

CHAIRMAN LORENZINI: Okay. All right, I just wanted to make that clear. Any comments? Questions?

COMMISSIONER GREEN: Bill, I have a question for you. In M-1, could you put a stamping plant in? A stamping outlet?

MR. ENRIGHT: I don't know.

COMMISSIONER GREEN: So, in other words, it would be, this is the heavy manufacturing district, in M-1, isn't that right?

MR. ENRIGHT: No, it's not.

COMMISSIONER GREEN: Okay, so it's a light manufacturing district?

MR. ENRIGHT: Yes.

COMMISSIONER GREEN: So what type of businesses are allowed in the light M-1?

MR. ENRIGHT: Tool and die shops, warehouse and storage facilities, trucking companies, those types of facilities, I mean there's probably 50 or so types of uses in our permitted use table.

COMMISSIONER GREEN: Okay. Thank you.

CHAIRMAN LORENZINI: So I guess the problems with these, I finally understand and appreciate what you're saying, but maybe there's, maybe it's a auto company is not allowed there, that's maybe noisier than you'd like, but the M-1 District may allow various other companies that could produce the same amount of noise that wouldn't require variation. Yes, sir.

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MR. STEVENS: In the variance that I asked is there is other operations that are allowed and not allowed in that variance? Specifically pointed out?

CHAIRMAN LORENZINI: I'm not sure.

MR. STEVENS: Well what I mean by that is, is that there's a certain operations that are allowed in this zone, right? They want to perform other variations, so some other operation. So what I'm saying is and when a variance is granted, is it granted to certain operations in that building? Or is it just blanket? So what I'm getting at is that if they move in and they say, okay we're going to do this and this is what we're going to testify, and we don't think it's going to be that loud and then they move in and they do something else. So how, how does that square up against the variance?

CHAIRMAN LORENZINI: Well I mean they're given a variance to do an operation, to run a business that's defined in this, in their request.

MR. STEVENS: Well, that's what I'm asking for, is that defined in there?

MR. ENRIGHT: Yes.

CHAIRMAN LORENZINI: Yes.

MR. STEVENS: Well, that's what I asked. So, is there, is it, would it be reasonable, I guess, to ask that there's some, be some acoustic study done by the Petitioner to verify or what do I want to say, to confirm that whatever operations they state in that Petition will not have a negative affect on our business?

CHAIRMAN LORENZINI: Well I guess, my point is, my view is, there is, maybe this isn't specifically allowed, but there is 50 other businesses that would be allowed there that aren't going to be soundproofed or quiet that you would never hear.

MR. STEVENS: I'm having a hard time drawing the connection between what they plan to do and, you know, certainly there's a variance being asked for, it's for these operations. These operations are typically louder than what you'd find in that area.

CHAIRMAN LORENZINI: All right, thank you. But it may not be louder than you can typically find in any other M-1 --

MR. STEVENS: Understood.

CHAIRMAN LORENZINI: Are there any other questions?

COMMISSIONER JENSEN: If I could mention, there was another that was like a special, given what we did the last time around, but Mr. Stevens has opened it up. We had another Petitioner who came in here with actual information and an attempt at data to meet the objective requirements in M-1 versus M-2. And when I read the proposal that came from the Petitioner, I didn't see any attempt to document things that are required to do them in M-1, in terms of sound, odors and a variety of other things. Clearly it probably needs 150 feet difference, distance between them and residential when you look at it. But it wasn't clear to me that they meant anything else. And I was kind of wondering why staff didn't ask them to do something similar to what we suggested the other folks bring in and then turned it down for

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exactly the same operation.

MR. ENRIGHT: We did it, and it's in the packet. The staff asked Petitioner if they had any plans on doing any soundproofing at the existing facility and they answered no, not at this time. So we did ask that with respect to this particular property. However, this is a different case, it's not a abutting, single family residential like the other case that you're referring to.

COMMISSIONER JENSEN: What about the fumes and you know, some of the other, there's some fairly strict objective measures in both the M-1 and the M-2, and I've got a problem because it's hard to differentiate what's required for both M-2 and M-1, they're exactly the same in most cases. But there's, especially the sound issue that Mr. Stevens goes to. There's some specific tests that should and could be run and they need, should probably have to document before they go to the Board, that they meet the requirements for M-1 in terms of the sound. And they would have to do it with, we asked the other people if they were going to leave their doors open when they do the work, they told us no and we didn't believe them even though they were under oath. But that's another matter. But I think we ought to, they should really have to do some kind of test as suggested by Mr. Stevens that they could meet at least the sound requirement of an M-1 district. And so that would be my thought on this because I think it's a legitimate issue that he has raised. And I will go to the other issue, I was ecstatic that we eventually had some suggestion that they move from the Palatine Street, the Palatine up to the other thing. But I do understand Commissioner Green's points that we really don't want to do the same, a form of intimidation but it did condition my thinking that it would be good to have it relocated from where it is now.

CHAIRMAN LORENZINI: Can I ask --

COMMISSIONER DAWSON: Can I just, yes I was going to say, can you just clarify, because I just asked because I thought this is what I understood. In 120, on the map, that's where they currently are? The Trade Association is the 30?

MS. BALEK: They're right next door.

MR. BALEK: Right next door.

MR. ENRIGHT: That's correct.

COMMISSIONER DAWSON: And the objection is about a building across the street and two buildings down?

MS. BALEK: Correct.

MR. ENRIGHT: That's correct, 300 feet away.

COMMISSIONER DAWSON: I'm just very confused, if they're currently right next door doing all of the current operations why are we --

COMMISSIONER SIGALOS: I had the same question, I mean they have history here now, are they, Mr. Stevens can step forward and, I mean right now at their current operations that are at 120, is that objectionable to you with your facility at 30 --

MR. STEVENS: Well, there's two concerns. The first one is, is that I don't know what those operations are, right? So if

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they're, I do understand what happens in the power shop, you know as far as ratchets, you know, air nose, you know air ratchets and stuff like that, pounding, but you know, tearing. I understand that sort of thing, so I have this, I have a conception in my mind as to what's going to happen in that shop, at that new location. But there's nothing in, that's been conveyed to us from staff as to what those operations are and what those typical DB levels are. Whether or not they --

COMMISSIONER SIGALOS: Well, what I'm hearing is it would be the same operations in 25 East University that you're now conducting at 120, except you won't be doing any painting there at the new facility, is that correct?

MS. BALEK: Actually, yes --

MR. ENRIGHT: You have to go all the way to the mic.

MS. BALEK: Yes, yes, and there's not going to be towing in and out. So it's actually going to be less, less noise.

COMMISSIONER SIGALOS: So it's going to be less noise?

MS. BALEK: Correct.

COMMISSIONER SIGALOS: And again, my question to Mr. Stevens is that their operations at 120, are you finding any objectional noise produced from that location to your business?

MR. STEVENS: Let me just, let me just finish my point, if you don't mind. So the acoustic noise is not, for instance if it's loud over there, or if there's a noise over there, and there's another noise at some other location that's slightly quieter, it doesn't mean that the second quieter operation doesn't affect the noise. Noise is additive, right? So when, if we are surrounded by these types of operations, that this noise is additive. It doesn't, it just doesn't mean that one is quieter than the other and we're not affected by the quieter one.

COMMISSIONER SIGALOS: Okay but the question is, is what they've been doing right now at 120 East, does that have any affect on your business right now?

MR. STEVENS: I don't believe so, no.

COMMISSIONER SIGALOS: Okay then.

CHAIRMAN LORENZINI: All right, Jay do you have any questions?

COMMISSIONER CHERWIN: They just answered my question, I was going about 120 --

CHAIRMAN LORENZINI: George, do you have any questions?

COMMISSIONER DROST: No, is there, in the Plat and Sub, any discussion related to sound absorption, mitigation of noise? Nothing?

COMMISSIONER JENSEN: I wasn't at that Plat and Sub meeting so, is there anything on the record?

COMMISSIONER DROST: Do you know, Bill?

MR. ENRIGHT: Well --

COMMISSIONER GREEN: I was there and there wasn't. And it's just that what they're asking for is the, sort of the typical

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noise that goes with an automotive air shop, whatever that is. And I just think Mr. Stevens that the obvious statement that I think I'll make is that I think you have a problem in that you are located in a light to medium manufacturing area where sounds, we have M-1 zoning areas so we could put those sounds in these areas. Construction and things being built and things being repaired, they are by zoning required to be in these M-1, M-2 areas. So it's hard to put a restriction on something that is allowable within these areas. Maybe you need to soundproof your building more or something, I don't know, but it's hard to restrict what's happening just because you're there. They've been in the area and in the Village for many, many years as well.

COMMISSIONER JENSEN: I'm a little confused because I think the M-1 does have some very specific requirements on sounds. It actually lists decibel levels and a variety of other things. And the other case that came in, the Petitioner came in last time, made a very bad attempt, but did try to indicate some decibel levels, and we didn't think they were adequate. And we wouldn't even give him the opportunity to come back with a continuance and provide real data by a sound tech. Now I think that before this Petitioner goes to the Board, should they get approval from this Commission, they should be asked to do some sound studies so that they meet the requirements that are in the M-1 District, and they can demonstrate to the Board that they will meet those requirements. Because there's nothing in staff's report that suggests that would be the case.

COMMISSIONER GREEN: Bill, maybe you could answer that.

MR. ENRIGHT: Well what it is the problem with, well yes there are decibel levels. There's two problems with what Commissioner Jensen is bringing up. First of all, how do you measure sound from something that's not there. Because there is a lot of things that factor into the transmission of sound. One is the building that they want to go into. Is it soundproof or is it not at all soundproof? Also what are the operations that they're going to be doing there. What doors will be open, what doors will be shut. What's the background noise in the area? 200 East Palatine has a lot of traffic, you know, tens of thousands of cars. This doesn't, but it does have truck traffic occasionally, but it's generally going to be quiet even though it's close to Arlington Heights Road as you can see. So it's, you know, the second thing is determined enforcement, the Courts have been, it's very difficult to enforce sound ordinances with the Courts.

COMMISSIONER JENSEN: Well then I'm really disturbed. Because first of all, they do have an operation at 120 West, that we could use and get a pretty good approximation of what their decibel sound would be at the property level. So it is possible to do that. And I think they ought to be asked to do it at the existing property which they claim will have the same sets of activities that they want to put, for the most part, in the new building, the new space. In fact they say it would be actually less, so I mean we could probably make some allowance for that. But we asked the other Petitioner, and I

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don't want to re-litigate that case, to do the things that you said would be impossible to do. Which is to measure things that aren't in existence here. And we denied them the opportunity to make an effort to do that. My concern, and it actually won't affect my vote on this at all, because I will make a comment afterwards. I do not like the way M-1 and M-2 descriptions and criteria are written because they give you absolutely no guidance as to whether this or any other facility of this nature should be in one versus the other. And I'd like to have uniform application of the procedures and the criteria and I don't feel that we're getting that.

COMMISSIONER DAWSON: So just one point of clarification, I wasn't at that meeting, but we do not deny anyone anything. We are purely advisory --

COMMISSIONER JENSEN: I understand we're advisory.

COMMISSIONER DAWSON: But I think it's important because you are saying we're denying people opportunities and I think everyone needs to understand --

COMMISSIONER JENSEN: Well yes we did deny them one opportunity, a continuance to come back before this Plan Commission and document the things that they were asserting. That is a denial.

COMMISSIONER DAWSON: Except that all they had to do was reapply to appear before the Planning Commission so again you didn't deny them really, you know, a continuance, but it really didn't deny the opportunity for them to come before the Planning. So I just want to be clear, we don't, we're advisory, they don't deny or approve anything.

COMMISSIONER JENSEN: I appreciate that, thank you for that.

CHAIRMAN LORENZINI: I think we've heard from everybody except Terry. Terry, do you have any comments?

COMMISSIONER ENNES: Well, first of all I think these two situations are entirely different. We had a property that was abutting residential property. Where this doesn't, this is in the middle of a light industrial and my impression of the area is the building 25, the newly proposed, this, you're going to be working on cars, not trucks.

MR. BALEK: Yes, and more minor repairs than we do at 120.

COMMISSIONER ENNES: Your facility at 120, you haul wrecked semi's in there?

MR. BALEK: Yes, trucks, trailers, yes.

MS. BALEK: Yes.

COMMISSIONER ENNES: Much bigger equipment.

MS. BALEK: Yes.

MR. BALEK: Correct.

COMMISSIONER ENNES: And if, I'm sorry, your last name?

MR. STEVENS: Stevens.

COMMISSIONER ENNES: If Mr. Stevens says they have no problem with the 120 facility, I find it hard to believe that the one,

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that the 25 facility is going to create a problem when you're working on automobiles.

MR. STEVENS: Can I make a comment here?

CHAIRMAN LORENZINI: Sure, one last time, please.

MR. STEVENS: Last time. I'm going to assume that there's no acoustics experts on this panel or on staff. So, I'm just going to make that assumption, it's probably good. There are acoustic consultants that do this for a living. That they understand operations, mechanical operations, metal working operations, and they have a pretty good idea of the sound power level expected from these operations. They also have a good understanding of attenuation, distance, background noise, what affect it would have on our business. I'm asking is there, that this group ask the Petitioner to do this study by an NCAC certified acoustic consultant to insure that our business won't be damaged.

CHAIRMAN LORENZINI: Okay, thank you for your comment. Okay, any other questions or proclamations? Does anybody else from the public have anymore questions? No? Okay, we close the public comment and bring it back to the Commissioners for recommendations.

COMMISSIONER GREEN: I'd like to make a recommendation, to the Village Board of Trustees approval of PC# 15-004, a land use Variation to allow a motor vehicle repair, major in the M-1 District; and a variation from Chapter 28, Section 6.12-1(3) Traffic Engineering approval, to waive the requirement for a traffic study and parking analysis from a certified traffic engineer.

This approval is contingent upon compliance with the conditions detailed in the Staff Development Committee report dated October 22, 2015 and that's items one through eight:

1. A new 10 foot tall vinyl solid fence shall be required along the perimeter of the site per Exhibit A (site plan)
2. Landscaping shall be installed at the front of the building as illustrated on the floor/site plan.
3. The Petitioner shall repair, fill and patch potholes and cracks in the storage lot.
4. The Petitioner shall stripe parking spaces along rear of the building to accommodate employees, estimated at 5 employees.
5. An MWRD permit may be required for the sanitary system grease trap in order to conform with an automotive use.
6. Junkyards, vehicle compactors/crushers and painting of vehicles are specifically prohibited.
7. Hours of operation shall be limited to 8:00 a.m. until 6:00 p.m. Monday to Friday, and 8:00 a.m. to 12:00 p.m. Saturday.
8. The Petitioner shall comply with all applicable federal, state, and Village codes and policies.

CHAIRMAN LORENZINI: Okay motion, or a second?

COMMISSIONER SIGALOS: I'll second.

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CHAIRMAN LORENZINI: Roll call vote, please?

COMMISSIONER JENSEN: If we're going to do a variance, can we do it after the thing is adopted or before?

CHAIRMAN LORENZINI: Before.

COMMISSIONER JENSEN: Well I'd like to suggest a ninth. Which are that one of our individuals in the public asked that we add a ninth provision that we ask the Petitioner to do a competent sound study to show that they at least meet the requirements that are specifically laid out in the M-1 District criteria.

CHAIRMAN LORENZINI: Is there a comment in there, is there a --

MR. ENRIGHT: Comment or a second?

CHAIRMAN LORENZINI: Well, no but his, the Commissioner recommended, does the code specifically spell out the noise level that has to be met? Can we measure what Commissioner --

MR. ENRIGHT: It certainly has those provisions in there. But I'm not a sound expert as Mr. Stevens alluded to, but so I don't know what a sound expert would come up with.

CHAIRMAN LORENZINI: All right, but we can still --

COMMISSIONER JENSEN: But there are criteria that are specifically spelled out in M-1 that you have to meet at the edge of the property?

MR. ENRIGHT: Yes.

CHAIRMAN LORENZINI: Okay, all right, so let's do a vote, it sounds like.

MR. ENRIGHT: Well actually, you know what, let me check that, let me double check that.

COMMISSIONER DAWSON: I think what you're suggesting though isn't necessarily a ninth condition here, you would mean a recommendation that they bring that to the Planning, to the Village Board?

COMMISSIONER JENSEN: To the Board, yes.

COMMISSIONER DAWSON: So it's not really a condition, but that we are suggestion along with our motion, that you also bring this information to the Village Board meeting.

COMMISSIONER JENSEN: Well I think my suggestion, and I'd like to make it stronger than that. I'd like to require it.

COMMISSIONER DAWSON: Well they, yes, I mean they could go to the Board with or without it, but I guess what I would say is I think they know he's going to be there. If they, you know, if they think this is going to come out at the Village Board, it would make good sense to have more information at the Village Board meeting based on what we learned tonight.

MR. ENRIGHT: I need to correct my answer. The industrial, Chairman Lorenzini?

CHAIRMAN LORENZINI: Yes.

MR. ENRIGHT: The M-1 Industrial performance standards, chapter 28, section 5.1-17.2 regarding noise. That's A, noise. And I'll read it:

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The sound pressure level to be measured as described below shall not exceed the following decibel levels in the designated octave bands when adjacent to the designated types of uses districts. The table then gives the octave band cycles per second on a zero to 75, 75 to 150 and so forth. And then it says sound decibel levels adjacent to all residential. And then the second column says sound decibel levels, if it's adjacent to B-1, B-2 or B-3. But not within the M-1.

CHAIRMAN LORENZINI: All right so it's not applicable.

MR. ENRIGHT: Now, there is a vibration chart, about vibrations caused, which does talk about vibrations with respect to whether it's adjacent to residential or within the M-1 District. So there's a, not a sound level but a vibration level.

CHAIRMAN LORENZINI: Okay thank you, Bill.

COMMISSIONER ENNES: But until the operation is established, what are you going to measure?

MR. ENRIGHT: Right.

COMMISSIONER ENNES: And then --

COMMISSIONER DAWSON: I think he's suggesting we measure 120. I think Lynn is suggesting we measure 120.

COMMISSIONER JENSEN: And I think we should be as careful about people who also reside in the M-1 District as we are about residential properties that abut to M-1. Because we're giving them, we're getting our bearings from an M, what should be an M-2 being an M-1. So I think they should bring some information forward to the Board and Sue is probably right, it probably doesn't belong as a ninth item. So I guess I would just strongly encourage it and I would hope the Board would look to see that.

CHAIRMAN LORENZINI: Okay, so I would just make that a comment to the --

COMMISSIONER JENSEN: Sure, that would be fine.

CHAIRMAN LORENZINI: Okay.

MR. ENRIGHT: There's been a motion by Commissioner Green and seconded by Commissioner Sigalos.

CHAIRMAN LORENZINI: Roll call vote, please.

MR. ENRIGHT: Commissioner Green?

COMMISSIONER GREEN: Yes.

MR. ENRIGHT: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. ENRIGHT: Commissioner Cherwin.

COMMISSIONER CHERWIN: Yes.

MR. ENRIGHT: Commissioner Dawson?

COMMISSIONER DAWSON: Yes.

MR. ENRIGHT: Commissioner Drost?

COMMISSIONER DROST: Aye.

MR. ENRIGHT: Commissioner Ennes.

COMMISSIONER ENNES: Yes.

MR. ENRIGHT: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

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MR. ENRIGHT: Commissioner Warskow?

COMMISSIONER WARSKOW: Yes.

MR. ENRIGHT: Chairman Lorenzini?

CHAIRMAN LORENZINI: Yes. All right, you've received unanimous approval but as was stated by Commissioner Dawson earlier, this is only a recommendation to the Board of Trustees, they have final approval. Is there a date this is going to the Board of Trustees?

MR. ENRIGHT: It will likely go on Monday, November 16th, at 8:00 p.m. Petitioner should check with me the Friday prior to that.

COMMISSIONER DROST: For the record, though, is, the statement or the recommendation of Commissioner Jensen, though it wasn't with comment, will it still be treated as with comment in the minutes presented to the --

MR. ENRIGHT: Yes, because it wasn't seconded and made part of the motion.

COMMISSIONER DROST: All right. I just wanted to make sure that that is clear.

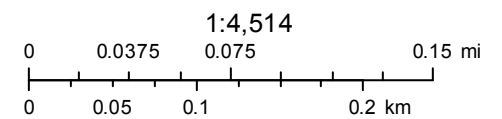
CHAIRMAN LORENZINI: Okay, thank you everybody.

(Whereupon, the meeting was adjourned
at 8:27 p.m.)

Hillside Auto Location Aerial



October 19, 2015



Hillside Auto Site Aerial



October 19, 2015

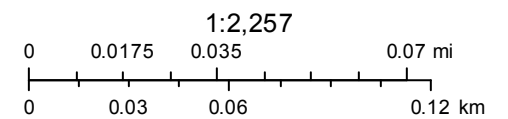
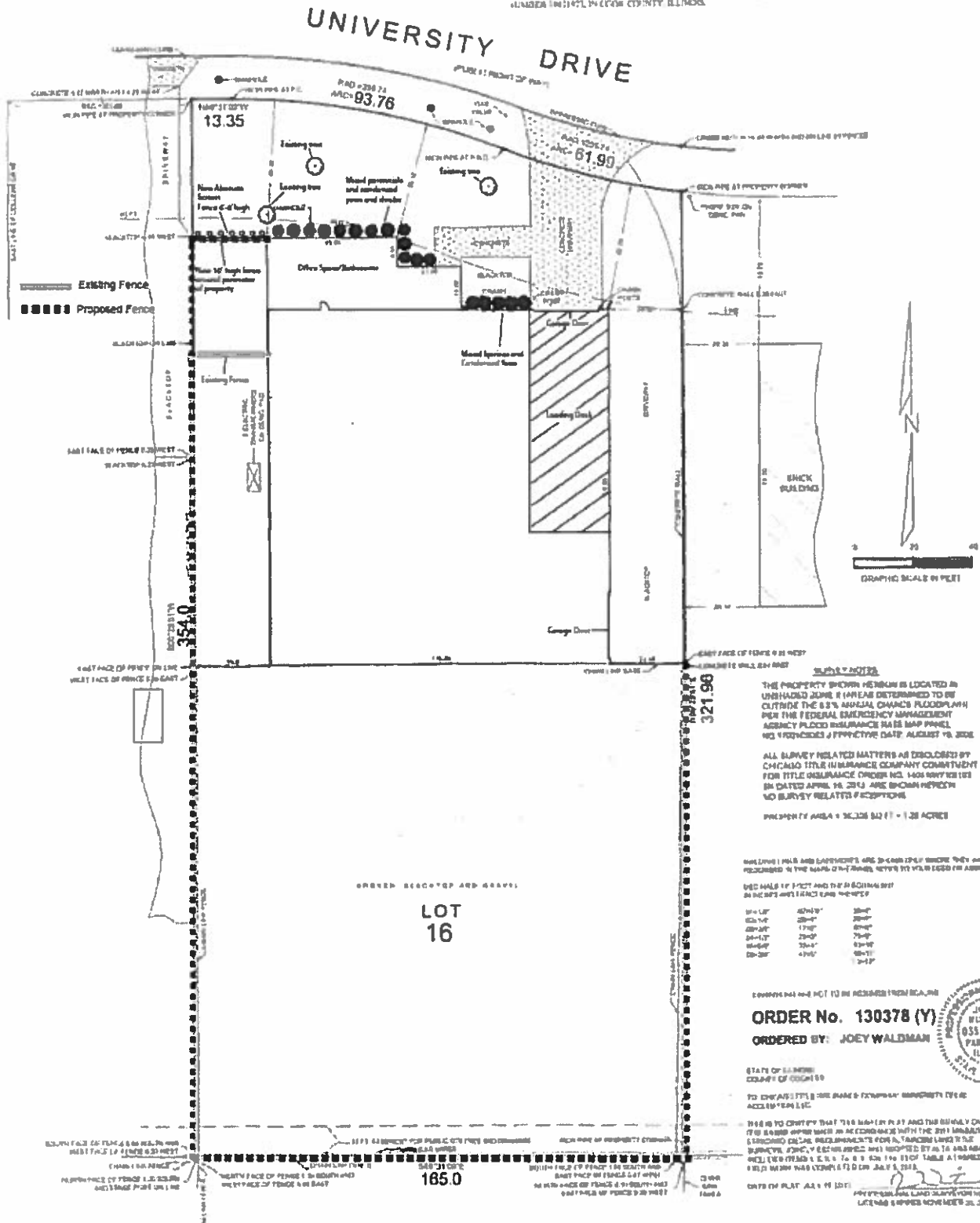
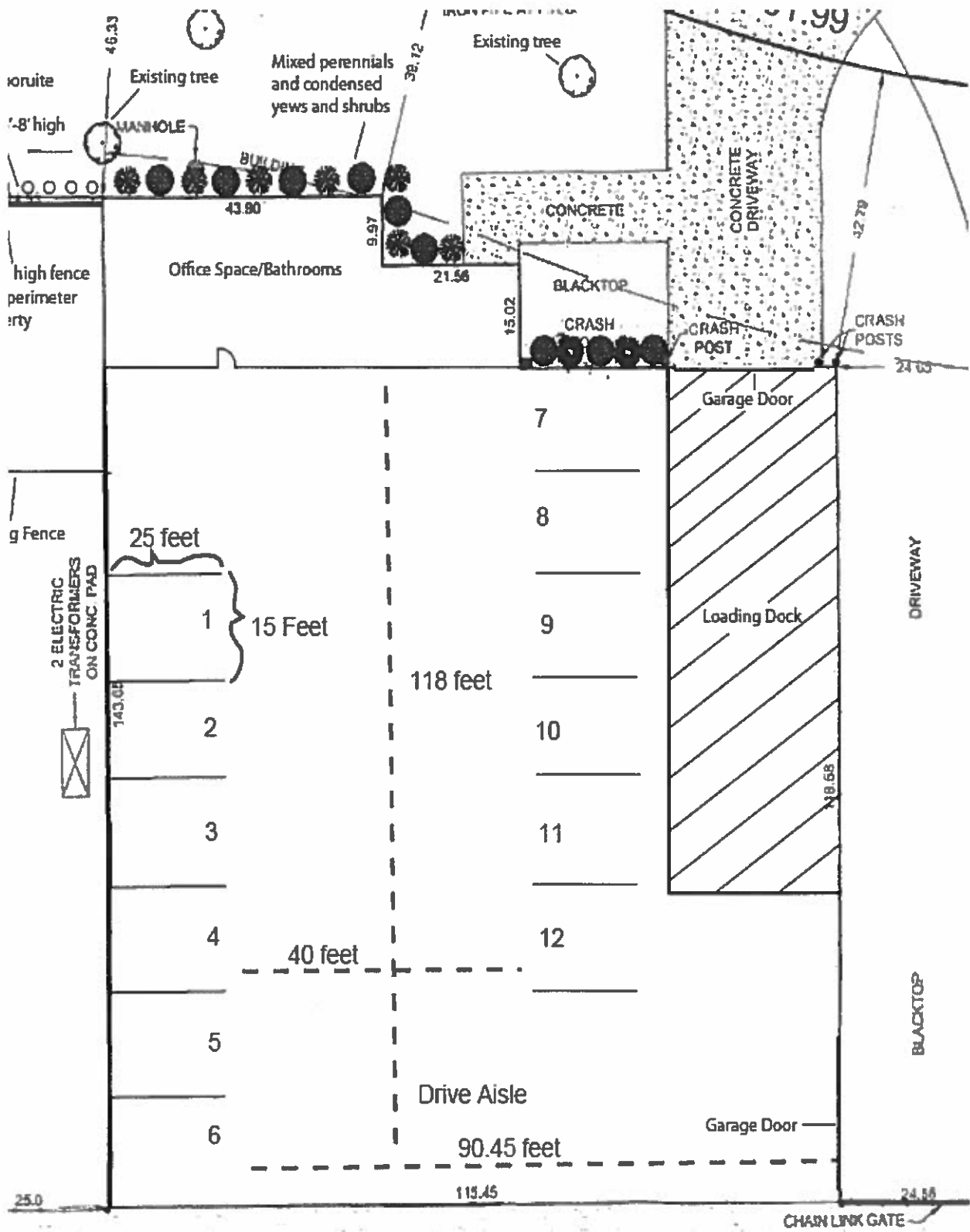


Exhibit A

[illegible]

Hillside Auto Body & Service, Inc.
Floor Plan





200 E. Palatine Road, Arlington Heights, Illinois 60004
120 W. University Drive, Arlington Heights, Illinois 60004
25 E. University Drive, Arlington Heights, Illinois 60004
(847) 253-0183 Phone (847) 253-1658 Fax
markb@hillside towing.net

March 13, 2015

Via E-Mail

Plan Commission
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005
Latika.bhide@vah.com

Re: PLAN COMMISSION APPLICATION

Petitioner: Hillside Auto Body & Service, Inc.
Property: 25 E. University Drive, Arlington Heights, Illinois
PIN No. 03-08-103-0004-000
File No.: P.C. _____

Dear Plan Commission Members:

Petitioner, Hillside Auto Body & Service, Inc. ("Petitioner" or "Hillside"), respectfully requests a Land Use Variation for 25 E. University Drive (the "Property")¹ to allow Major Vehicle Repair as defined in Ch. 28 § 3.2-149 of the Village of Arlington Heights ("Village") Municipal Code ("VAH Code"). Hillside also requests a variance to waive the traffic study and parking analysis as required in Ch. 28, § 6.12-1(3). The Property is currently located in an M-1 District.

In addition to the Land Use Variation, the Village's Staff Development Committee ("Development Committee") has identified an additional variance: to allow 18 parking spots instead of 47 as required under Ch. 28 § 11.4. *See* Ex. A [Staff Report No. T1468 at p. 1 (Oct. 17, 2014)]. As detailed below, Hillside no longer requests this variance.

Background²

By way of background, the Balek Family has resided in and operated businesses in the Village for more than 115 years. Since their original purchase of 200 E. Palatine Road (a/k/a 1901 N. Arlington Heights Road), five generations of Baleks have lived in, and continue to live in, Arlington Heights. In the 1920s, the Balek Family established Hillside, its towing and repair service business. Hillside is currently in its second generation of ownership.

Hillside operates out of its 200 E. Palatine Road location and 120 W. University Drive location. Hillside anticipates transitioning all of its operations from 200 E. Palatine Road to its

¹ Hillside Auto Body & Service, Inc. leases the Property from University Drive Acquisitions, LLC. *See* Ex. G.

² This background is provided for informational purposes only.



University Drive locations in the near future. Currently, Hillside undertakes its repair work at both its 120 W. University location and 200 E. Palatine location. Hillside has experienced significant growth in recent years, and requires additional space to expand its repair operations. Specifically, Hillside has recently contracted with a national truck rental company and local dealership to provide minor body and mechanical repair services. While the variation requested is for "Major Vehicle Repair" as defined in the VAH Code, the repair services contracted for are, "automotively speaking," minor in nature.

The Property is conveniently located to coordinate operations with Hillside's 120 W. University location. *See* Ex. F [Map of University Drive]. The Property includes a 16,000 square foot building and the rear of the Property is fully enclosed by an 8-foot chain linked fence. Hillside estimates it will have 12 bays in the building for repair work. Hillside also estimates that, on any given day, it will store 10 to 15 vehicles for repair on the Property or in the building. The vehicles being stored for repair will be stored inside or in the rear of the building, neither of which are visible to the public. Nevertheless, the anticipated repair work is limited to minor body and mechanical repairs. While Hillside intends to provide the required customer and employee parking, Hillside notes that it will be responsible for transporting a majority of the vehicles to and from the customer.

Petitioner's Responses to Development Committee's Recommendation

Pursuant to the Development Committee's Report and Recommendations (Ex. A), Hillside respectfully submits the following responses:

- 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.**

Petitioner will not attain a reasonable return if the variance is not granted. Hillside's influx in business requires additional repair space. Hillside currently uses its 120 W. University location and its 200 E. Palatine location for its repair operations. These locations, however, are landlocked and not susceptible to expansion. Further, Hillside anticipates the redevelopment of its 200 E. Palatine Road location in the near future. The Property is an optimal alternative because it is ideally located to coordinate operations with Hillside's 120 W. University location. *See* Ex. F. The variance is compatible with the underlying M-1 classification which allows for industrial assembling, manufacturing, processing, and repairing of mechanical parts. *See* Ch. 28 § 5.5-1. The requested variance is also consistent with the Major Vehicle Repair variance the Village granted for Hillside's 120 W. University location, which is within the same M-1 District as the Property. *See* Ordinance Granting A Land Use Variation, Doc. No. 0422339007 (June 7, 2004).

If granted, Hillside will begin operating out of the Property immediately, marking the first time in more than five years that the Property will be in use. The Property has been vacant since at least 2010, and, when purchased, was in a state of disrepair. Hillside has made significant improvements to the Property, including cleaning, repainting, updating the offices, and mud-jacking the floors back into position. If not granted, however, Hillside will be required to look outside Arlington Heights for a new location to expand its operations. Hillside is unable

to quantify how long it will take to locate a new property, acquire necessary authorizations, prepare that property, and transition operations.

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

The plight of Hillside is due to unique circumstances. As noted above, Hillside's other locations are landlocked and not susceptible to expansion. Moreover, the proposed use, Major Vehicle Repair, is compatible with the underlying M-1 zoning classification which currently allows for industrial related uses, including assembling, manufacturing, processing, and repair of mechanical parts and products. *See* Ch. 28 § 5.5-1. Hillside's proposed use, minor auto body and mechanical repair work, is similar. Hillside's hours of operation are also consistent with other businesses in the District, Monday through Friday 8:00 a.m. to 5:00 p.m., and Saturday 8:30 a.m. to 12:00 p.m. The requested variance is consistent with the variance the Village has already granted for Hillside's 120 W. University location, which is within the same District as the Property. *See* Ordinance, Doc. No. 0422339007; Ex. F. Finally, the University Drive locations are conveniently located to coordinate repair operations. *See* Ex. F.

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

The proposed action will not alter the essential character of the locality. As stated above, the proposed use, Major Vehicle Repair, is compatible with the underlying M-1 zoning classification which authorizes assembling, manufacturing, processing, and repair of mechanical parts and products. *See* Ch. 28 § 5.5-1. Similarly, Hillside will be repairing mechanical parts and vehicles. Hillside's hours of operation are consistent with other businesses in the District, Monday through Friday 8:00 a.m. to 5:00 p.m., and Saturday 8:30 a.m. to 12:00 p.m. The requested variance is akin to the Major Vehicle Repair variance granted to Hillside for its adjacent facility located at 120 W. University Drive, within the same M-1 District. *See* Ordinance, Doc. No. 0422339007; Ex. F.

Finally, the requested action will enhance this locality. The Property has not been used since at least 2010. Prior to the purchase, the Property was in utter disrepair. Indeed, the property taxes had not been paid and were sold to a third-party. Hillside has already made significant improvements to the Property and building, including, cleaning, repainting, updating the offices, and mud-jacking the floors back into position. All vehicles requiring repair, will be parked in the rear or inside the building, neither of which are visible to the public. *See* Ex. A. In any event, the repairs contracted for are minor in nature. Only customer parking will be visible from University Drive. *See* Exs. C-D. In addition to rendering the Property more aesthetically pleasing, if the variance is granted, Hillside's operations will bring the vacant property back into the stream of commerce. Hillside anticipates increased sales tax revenue to the Village as a result of additional auto parts purchases from local businesses. Hillside also anticipates hiring 2 to 5 additional employees to handle the increased business.

4. A fully dimensioned detailed site plan.

Petitioner has attached a current survey of the Property (Ex. C), and five (5) proposed site plans delineating the various parking options available that will satisfy the Village's parking

requirements. *See* Ex. D. Pursuant to Ch. 28 § 11.4, Hillside is required to provide 47 lined parking spaces. Hillside initially proposed 18 parking spaces, which would require an additional variance. *See* Ch. 28 § 11.4. Hillside, however, has determined it can provide the requisite 47 spaces and no longer requests this variance.

The Property was a pre-existing building with pre-existing landscaping when purchased in July 2013. Because this is a pre-existing building with kept landscaping, Petitioner has not included additional landscaping in its Proposed Surveys. Attached as Exhibit E are photographs of the current landscaping.

5. The vehicle storage must be clearly delineated on the plans and details of the proposed fence must be provided.

Petitioner has submitted five (5) proposed plans for parking and vehicle storage. *See* Ex. D. Petitioner notes vehicles for repair may also be stored inside the existing building. The Property is already enclosed by an 8-foot chain link fence. *See* Ex. C. The vehicles stored for repair will not be visible from the public roadways, and, it is anticipated that vehicles stored for repair will only require minor repair work. *See* Exs. C-D.

6. Justification for a waiver of the traffic study and parking analysis.

Petitioner also requests a variance to waive the traffic study and parking analysis as required under Ch. 28 § 6.12-1(3). For all the reasons stated above, Petitioner will not attain a reasonable return if this variance is not granted, the plight of the owner is due to unique circumstances, and this variance will not alter the essential locality. The anticipated number of employees parking on the Property will be limited and customer traffic will also be limited because Hillside will be transporting a majority of the vehicles to and from the customers. Hillside also has adequate space to meet the parking requirements. *See* Ch. 28 § 11.4; Ex. D. The Property was previously operated by a plumbing company with more than 75 employees which is far greater than the volume anticipated by Hillside. For the foregoing reasons, Hillside respectfully requests a variance waiving the traffic and parking study analysis.

7-8. Petitioner shall cease all non-conforming operations at 200 E. Palatine Road property by a specific date to be determined by the Village. The 200 E. Palatine Road property shall be cleaned and restored within 6 months of ceasing operations.

Petitioner respectfully requests additional guidance from the Village with regard to this request; specifically, Petitioner requests citation to the relevant VAH Code Section requiring this information. *See* Ex. B.

Notwithstanding the foregoing, Petitioner and the Owner³ of 200 E. Palatine Road are in the process of planning for the redevelopment of 200 E. Palatine Road. If this variance is granted, Hillside anticipates transitioning all of its operations to the University Drive locations in or before December 2015. Petitioner also notes that the Owner of 200 E. Palatine Road has been in contact with multiple organizations and real estate brokers interested in leasing 200 E. Palatine

³ Hillside leases 200 E. Palatine Road from Balek Properties, LLC.

Road. Hillside and the Owner will continue to keep the Village informed of the status of the redevelopment. To the extent Hillside transitions its operations before a redevelopment plan has been finalized, Hillside and the Owner will begin restoration of 200 E. Palatine Road in anticipation of such redevelopment.⁴

* * *

Respectfully submitted,

Hillside Auto Body & Service, Inc.

By: James Balek, Jr.
James Balek, Jr.
President

By: Mark Balek
Mark Balek
Vice President

Enclosures

cc. Colleen J. Balek, Esq. (via e-mail cbalek@hillside towing.net w/o enclosures)

⁴ Petitioner's response to Questions 6 and 7 is provided for informational purposes only and is not to be considered binding representations and have no legal effect. Petitioner makes no representations or warranties of any kind by or on behalf of Hillside or Balek Properties, LLC, regarding any of the information provided.

PROFESSIONAL LAND SURVEYOR NO 3408
LICENSE EXPIRES NOVEMBER 30, 2014

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

ALTA/ACSM LAND TITLE SURVEY

LOT 16 IN RESUBDIVISION OF PART OF LOT 1 AND ALL OF LOTS 2 THRU 3 INCLUSIVE IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT 1, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND "A" 1/4 OF THE NORTHWEST 1/4 IN SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1986 AS DOCUMENT NUMBER 19821923, IN COOK COUNTY, ILLINOIS.



ORDER No. 130378 (Y)
ORDERED BY: JOEY WALDMAN

STATE OF ILLINOIS)
COUNTY OF COOK) SS

TO: CHICAGO TITLE INSURANCE COMPANY, UNIVERSITY DRIVE
ACQUISITION, LLC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 ALUTIAK STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND KPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7d, 8, 9, 10a, 11a, 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 15, 2013.

DATE OF PLAT: JULY 18, 2013

PROFESSIONAL LAND SURVEYOR NO. 3428
LICENSE EXPIRES NOVEMBER 30, 2014

CERTIFIED SURVEY, INC.

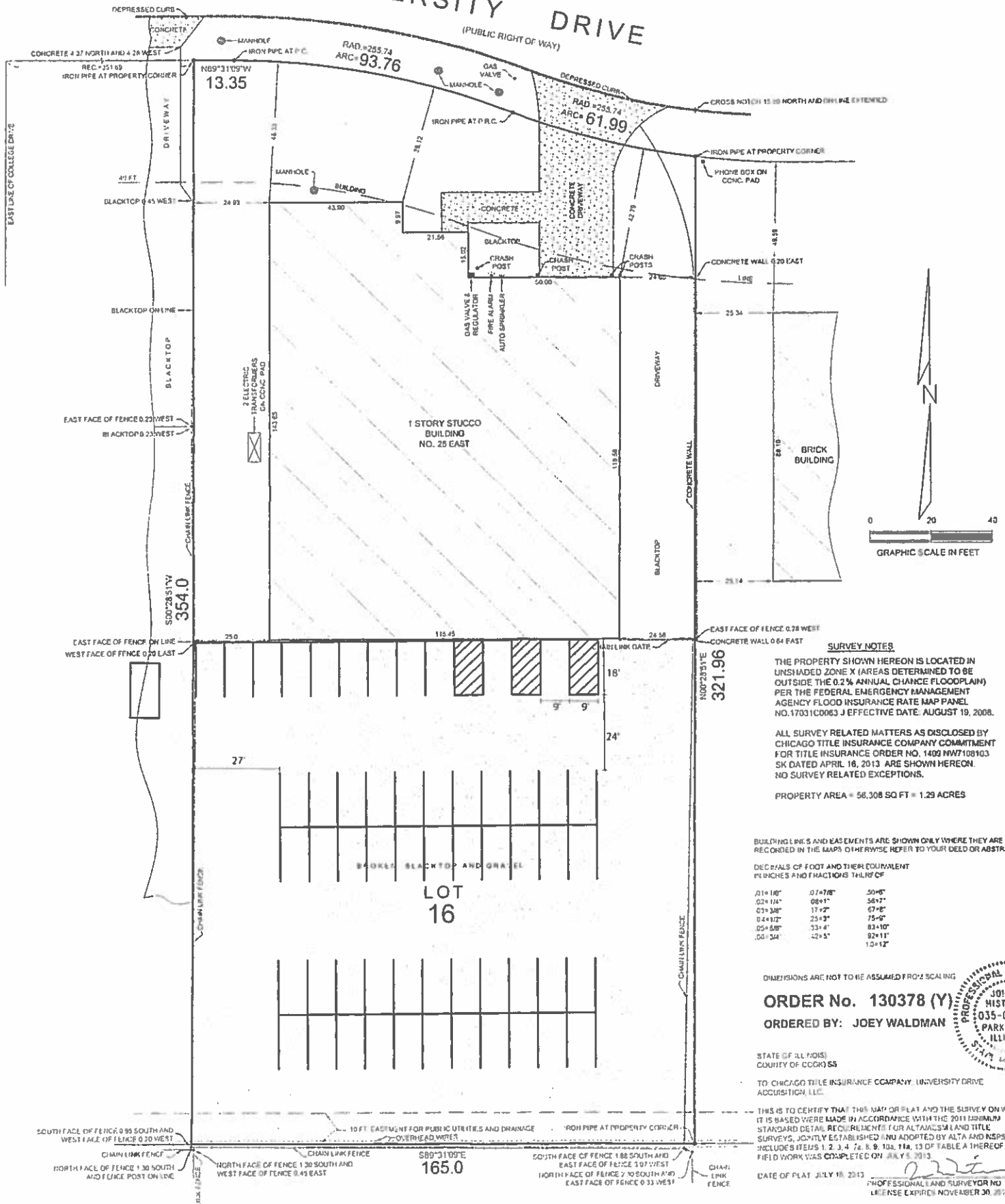
1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

Email: surveys@certifiedsurvey.com

ALTA/ACSM LAND TITLE SURVEY

LOT 16 IN RESUBDIVISION OF PART OF LOT 1 AND ALL OF LOTS 2 THRU 5 INCLUSIVE IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT 1, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 IN SECTION 8, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1966 AS DOCUMENT NUMBER 19821923, IN COOK COUNTY, ILLINOIS.

UNIVERSITY DRIVE
(PUBLIC RIGHT OF WAY)



SURVEY NOTES

THE PROPERTY SHOWN HEREON IS LOCATED IN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NO. 17031C0063 J EFFECTIVE DATE: AUGUST 19, 2008.

ALL SURVEY RELATED MATTERS AS DISCLOSED BY CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE ORDER NO. 1409 NW7108103 SK DATED APRIL 16, 2013 ARE SHOWN HEREON. NO SURVEY RELATED EXCEPTIONS.

PROPERTY AREA = 58,308 SQ FT = 1.29 ACRES

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

DECIMALS OF FOOT AND THEIR EQUIVALENT IN INCHES AND FRACTIONS THEREOF

0.10 1/8"	0.17 7/8"	50 5/8"
0.25 1/4"	0.89 1"	56 1/2"
0.35 3/8"	1.17 1/2"	67 5/8"
0.44 1/2"	2.31 1/2"	75 5/8"
0.54 5/8"	3.31 1/4"	83 1/2"
0.60 3/4"	4.25 1/2"	92 1/2"
		100 1/2"

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

ORDER No. 130378 (Y)

ORDERED BY: JOEY WALDMAN

STATE OF ILLINOIS
COUNTY OF COOK SS

TO CHICAGO TITLE INSURANCE COMPANY UNIVERSITY DRIVE ACQUISITION, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 NATIONAL STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NEPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 8, 9, 10a, 11a, 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 5, 2013.

DATE OF PLAT: JULY 18, 2013

PROFESSIONAL LAND SURVEYOR NO. 3468
LICENSE EXPIRES NOVEMBER 30, 2014



CERTIFIED SURVEY, INC.

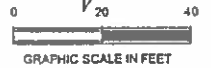
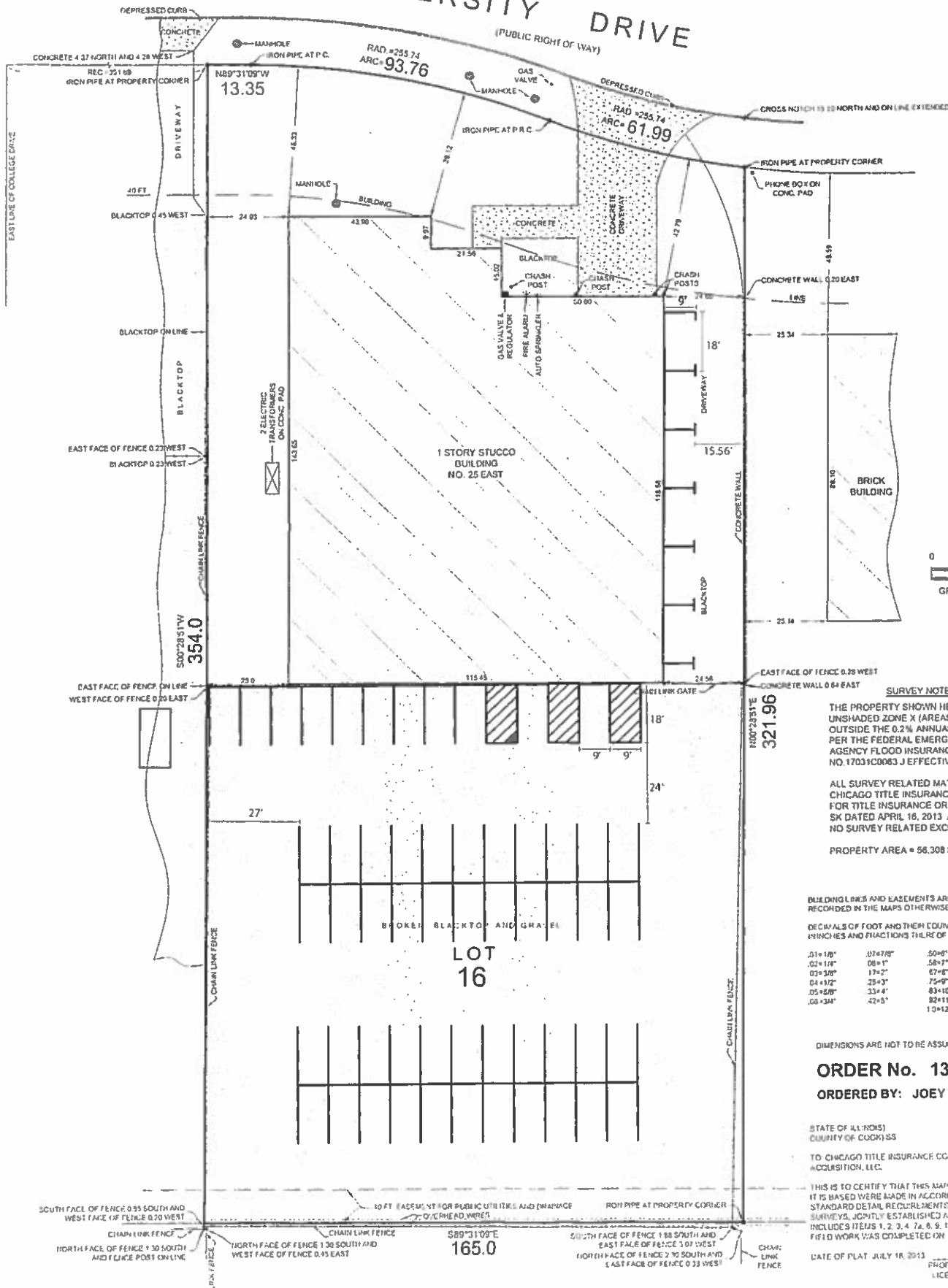
1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

Email: surveys@certifiedsurvey.com

ALTA/ACSM LAND TITLE SURVEY

LOT 16 IN RESUBDIVISION OF PART OF LOT 1 AND ALL OF LOTS 2 THRU 5 INCL USIVE IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT 1, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 IN SECTION 8, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1966 AS DOCUMENT NUMBER 19521923, IN COOK COUNTY, ILLINOIS.

UNIVERSITY DRIVE
(PUBLIC RIGHT OF WAY)



SURVEY NOTES

THE PROPERTY SHOWN HEREON IS LOCATED IN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NO. 17031C0063 J EFFECTIVE DATE: AUGUST 19, 2008.

ALL SURVEY RELATED MATTERS AS DISCLOSED BY CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE ORDER NO. 1400 HW7108103 SX DATED APRIL 16, 2013 ARE SHOWN HEREON. NO SURVEY RELATED EXCEPTIONS.

PROPERTY AREA = 56,308 SQ FT = 1.29 ACRES

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

DECIMALS OF FOOT AND THEIR EQUIVALENT INCHES AND FRACTIONS THEREOF

.01 = 1/8"	.07 = 7/8"	.50 = 6"
.02 = 1/4"	.08 = 1"	.58 = 7"
.03 = 3/8"	.12 = 1 1/4"	.67 = 8"
.04 = 1/2"	.15 = 1 1/2"	.75 = 9"
.05 = 5/8"	.20 = 2"	.83 = 10"
.06 = 3/4"	.25 = 2 1/2"	.92 = 11"
		1.0 = 12"

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

ORDER No. 130378 (Y)

ORDERED BY: JOEY WALDMAN

STATE OF ILLINOIS
COUNTY OF COOK

TO CHICAGO TITLE INSURANCE COMPANY UNIVERSITY DRIVE ACQUISITION, LLC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 NATIONAL STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 8, 9, 10a, 11a, 13 OF TABLE A THEREOF THE FIELD WORK WAS COMPLETED ON JULY 5, 2013.

DATE OF PLAT JULY 18, 2013

PROFESSIONAL LAND SURVEYOR NO. 3408
LICENSE EXPIRES NOVEMBER 30, 2014



1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

ALTA/ACSM LAND TITLE SURVEY

LOT 16 IN RESUBDIVISION OF PART OF LOT 1 AND ALL OF LOTS 2 THRU 5 INCL USIVE IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT 1, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND 1/4 OF THE NORTHWEST 1/4 IN SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1966 AS DOCUMENT NUMBER 19821923, IN COOK COUNTY, ILLINOIS.



THE PROPERTY SHOWN HEREON IS LOCATED IN UNIMPAVED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NO. 17031C0063 J EFFECTIVE DATE: AUGUST 19, 2008.

ALL SURVEY RELATED MATTERS AS DISCLOSED BY CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE ORDER NO. 1403 NW7108103 SK DATED APRIL 16, 2013 ARE SHOWN HEREON NO SURVEY RELATED EXCEPTIONS.

PROPERTY AREA = ~~58,388~~ SQ FT = 1.29 ACRES

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

(EQUIVALS OF FOOT AND THEN EQUIVALENT IN INCHES AND FRACTIONS THERE OF)

.01=1/16"	07=7/16"	50=6"
.02=1/8"	08=1"	56=7"
03=3/16"	17=7"	67=8"
04=1/4"	23=3"	75=9"
05=5/16"	33=4"	83=10"
.06=3/4"	42=5"	92=11"
		13=12"

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

ORDER No. 130378 (Y)
ORDERED BY: JOEY WALDMAN

STATE OF IL (19X05)
 COUNTY OF COOK) 63

TO: CHICAGO TITLE INSURANCE COMPANY, UNIVERSITY DRIVE
 ACQUISITION, LLC.

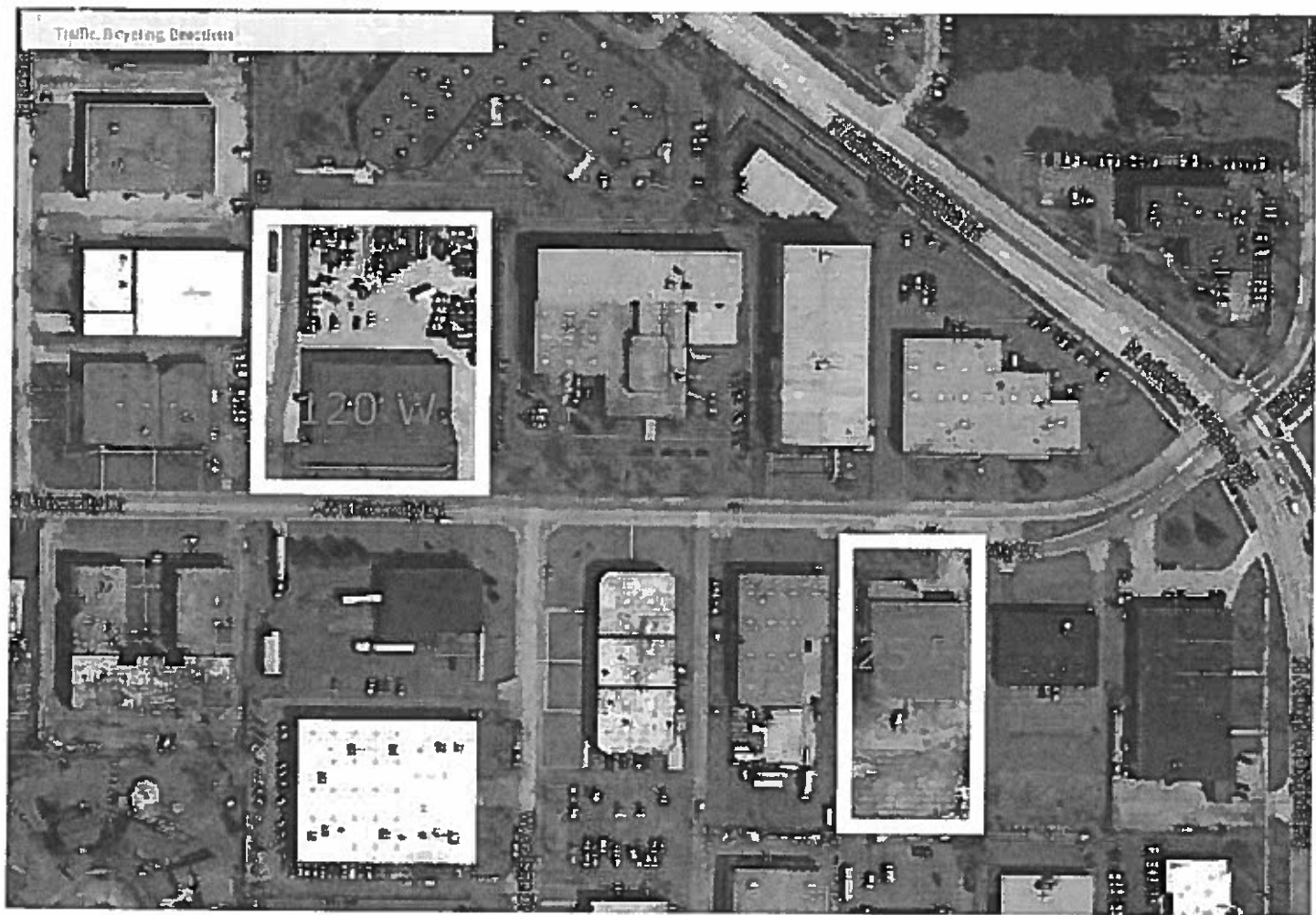
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/MSL LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 8, 9, 10a, 11a, 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 8, 2013.

DATE OF PLAT JULY 18, 2013

PROFESSIONAL LAND SURVEYOR NO. 34568
 LICENSE EXPIRES NOVEMBER 30, 2014



Hillside Auto Body & Service, Inc.
Plan Commission Application



BUILDING DEPARTMENT

1

PETITIONER'S APPLICATION – ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. _____
 Petitioner: Hillside Auto Body & Service, Inc.
120 W. University Drive
Arlington Heights, IL 60004
 Owner: University Drive Acquisitions, LLC
25 E. University Drive
Arlington Heights, IL 60004
 Contact Person: Mark Balek
 Address: 120 W. University Drive
Arlington Heights, IL 60004
 Phone: (847) 253-0183
 Fax #: (847) 253-1658
 E-Mail: markb@hillside towing.net

P.I.N.# 03-08-103-004-0000
 Location: 25 E. University Drive
 Rezoning: X Current: M1 Proposed: M-1
 Subdivision: N/A
 # of Lots: _____ Current: _____ Proposed: _____
 PUD: _____ For: _____
 Special Use: _____ For: _____
 Land Use Variation: X For: Major Repair in
M-1 district.
 Land Use: _____ Current: _____
 Proposed: _____
 Site Gross Area: 15,110 square feet
 # of Units Total: Not applicable
 1BR: _____ 2BR: _____ 3BR: _____ 4BR: _____

DO EXISTING STRUCTURES, IF ANY, MEET MINIMUM REQUIREMENTS OF THE FOLLOWING:

	<u>YES</u>	<u>NO</u>		
1.	_____	_____	VILLAGE	BUILDING CODE
2.	_____	_____	PRESENT	ZONING USE
3.	_____	_____	REQUESTED	ZONING USE
4.	_____	_____	SUBDIVISION	REQUIRED
5.	_____	_____	SIGN	CODE

6. GENERAL COMMENTS

BUILDING - EXISTING BUILDING EQUIPMENT IS NOT KNOWN.
 THE MAJOR VEHICLE REPAIR MAY REQUIRE
 ADDITIONAL VENTILATION. BY DEB PIERCE.

RECEIVED

APR - 1 2015

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Director

Date

BUILDING DEPARTMENT

1A

PETITIONER'S APPLICATION – ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. _____
Petitioner: Hillside Auto Body & Service, Inc.
120 W. University Drive
Arlington Heights, IL 60004
Owner: University Drive Acquisitions, LLC
25 E. University Drive
Arlington Heights, IL 60004
Contact Person: Mark Balek
Address: 120 W. University Drive
Arlington Heights, IL 60004
Phone: (847) 253-0183
Fax #: (847) 253-1658
E-Mail: markb@hillsidetowing.net

P.I.N.# 03-08-103-004-0000
Location: 25 E. University Drive
Rezoning: X Current: M1 Proposed: M-1
Subdivision: N/A
of Lots: _____ Current: _____ Proposed: _____
PUD: _____ For: _____
Special Use: _____ For: _____
Land Use Variation: X For: Major Repair in
M-1 district.
Land Use: _____ Current: _____
Proposed: _____
Site Gross Area: 15,110 square feet
of Units Total: Not applicable
1BR: _____ 2BR: _____ 3BR: _____ 4BR: _____

INSPECTIONAL SERVICES:

SEE ATTACHED COMMENTS

RECEIVED

APR - 9 2015

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Paul Batt
Director

4/9/15
Date

MEMORANDUM

TO: Latika Bhide - Development Planner

FROM: Paul Butt – Fire Safety Plan Reviewer

DATE: 4/9/15

RE: Hillside Towing
25 E. University
PC#15-004

I have reviewed the documents submitted for the above referenced Plan Commission hearing review and offer the following comments:

1. This project is being reviewed as a building change of use from an S-2(low hazard storage) to an S-1(moderate hazard storage) per the 2009 International Building Code. Maximum allowable quantities of hazardous material shall comply with Table 307.1(1) of the 2009 International Fire Code(I.F.C.)
2. Compliance with the 2009 I.F.C., Section 2211(Repair Garages) is required. Provide a response for each applicable sub-section as to the intent for compliance.
3. The existing fire sprinkler system shall be reviewed and hydraulically calculated to verify that the demand of Ordinary Group 2 per NFPA-13 can be achieved. This shall be performed and submitted by a licensed fire protection engineer.
4. The narrative indicates that the anticipated work would also include minor body repair. Describe to what degree is "minor". Spraying of flammable finishes shall comply 2009 I.F.C., Chapter 15, Flammable Finishes.
5. Monitoring of the existing fire protection system by a fire alarm system is required. Fire alarm notification devices shall be required throughout the building.
6. Describe any and all interior alterations that will occur in preparation to conduct business. This includes office space as well as the car repair area.
7. The narrative indicates "significant improvements have been made to the property and building, including, cleaning, repainting and updating the offices". Provide, in detail, the work that has been performed as to ascertain the applicability of Building Permits.
8. The narrative states "if granted, Hillside will begin operating out of the property immediately". Operation of this business at this location prior to compliance with the requirements stated above, other Village Code requirements and an approved Village Business license is prohibited.

Village of Arlington Heights
Public Works Department

Memorandum

To: Cris Papierniak, Assistant Director of Public Works

From: Jeff Musinski, Utilities Superintendent

Date: April 1, 2015

Subject: 120 W University Dr., P.C. #15-004

With regard to the proposed Land Use Variation, I have the following comments:

- 1) The proposed sewer discharge as a result the proposed land use variation will require input from MWDRGC.

If you have any questions, please feel free to contact me.

C. file

RECEIVED
APR - 6 2015
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

ENGINEERING DEPARTMENT

3

PETITIONER'S APPLICATION – ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 15-004
 Petitioner: Hillside Auto Body & Service, Inc.
120 W. University Drive
Arlington Heights, IL 60004
 Owner: University Drive Acquisitions, LLC
25 E. University Drive
Arlington Heights, IL 60004
 Contact Person: Mark Balek
 Address: 120 W. University Drive
Arlington Heights, IL 60004
 Phone: (847) 253-0183
 Fax #: (847) 253-1658
 E-Mail: markb@hillsidetowing.net

P.I.N.# 03-08-103-004-0000
 Location: 25 E. University Drive
 Rezoning: X Current: M1 Proposed: M-1
 Subdivision: N/A
 # of Lots: Current: Proposed:
 PUD: For:
 Special Use: For:
 Land Use Variation: X For: Major Repair in
M-1 district.
 Land Use: Current:
Proposed:
 Site Gross Area: 15,110 square feet
 # of Units Total: Not applicable
 1BR: 2BR: 3BR: 4BR:

1. PUBLIC IMPROVEMENTS

REQUIRED..... YES NO COMMENTS

a. Underground Utilities

Water..... X
 Sanitary Sewer..... X
 Storm Sewer..... X

b. Surface Improvement

Pavement..... X
 Curb & Gutter..... X
 Sidewalks..... X
 Street Lighting..... X

c. Easements

Utility & Drainage..... X
 Access..... X

2. PERMITS REQUIRED OTHER THAN VILLAGE:

a. MWRDGC X(?)
 b. IDOT
 c. ARMY CORP
 d. IEPA X(?)
 e. CCHD

YES NO COMMENTS

3. R.O.W. DEDICATIONS?.....

X

4. SITE PLAN ACCEPTABLE?.....

TBD

5. PRELIMINARY PLAT ACCEPTABLE

N/A

6. TRAFFIC STUDY ACCEPTABLE

N/A

7. STORM WATER DETENTION REQUIRED

X

8. CONTRIBUTION ORDINANCE EXISTING?

X

9. FLOOD PLAIN OR FLOODWAY EXISTING?

X

10. WETLAND EXISTING

X

GENERAL COMMENTS ATTACHED

NO FURTHER COMMENTS AT THIS TIME

PLANS PREPARED BY: N/A

DATE OF PLANS: N/A

Director

Date

Hillside Auto Body & Service, Inc.
 Plan Commission Application

RECEIVED
 MAR 31 2015
 PLANNING & COMMUNITY
 DEVELOPMENT DEPARTMENT

James J. Mull 3/30/15

PUBLIC WORKS DEPARTMENT

2

PETITIONER'S APPLICATION – ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. _____
 Petitioner: Hillside Auto Body & Service, Inc.

 120 W. University Drive

 Arlington Heights, IL 60004
 Owner: University Drive Acquisitions, LLC

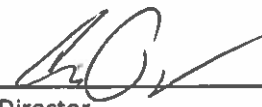
 25 E. University Drive

 Arlington Heights, IL 60004
 Contact Person: Mark Balek
 Address: 120 W. University Drive

 Arlington Heights, IL 60004
 Phone: (847) 253-0183
 Fax #: (847) 253-1658
 E-Mail: markb@hillsidetowing.net

P.I.N.# 03-08-103-004-0000
 Location: 25 E. University Drive
 Rezoning: X Current: M1 Proposed: M-1
 Subdivision: N/A
 # of Lots: _____ Current: _____ Proposed: _____
 PUD: _____ For: _____
 Special Use: _____ For: _____
 Land Use Variation: X For: Major Repair in
M-1 district.
 Land Use: _____ Current: _____
 Proposed: _____
 Site Gross Area: 15,110 square feet
 # of Units Total: Not applicable
 1BR: _____ 2BR: 3BR: 4BR: _____

	EXISTING IMPROVEMENT	REQUIRED IMPROVEMENT	COMMENTS
1. <u>UTILITIES:</u>			
Water	_____	_____	_____
Metering	_____	_____	_____
Backflow	_____	_____	_____
Sanitary Sewer	_____	_____	_____
Storm Sewer	_____	_____	_____
2. <u>SURFACE:</u>			
Pavement	_____	_____	_____
Curb & Gutter	_____	_____	_____
Sidewalks	_____	_____	_____
Street Lighting	_____	_____	_____
3. <u>GENERAL COMMENTS:</u>			



 Director Date 4-02-15

SEE Memo dated 4-01-15



Arlington Heights Fire Department Plan Review Sheet

P. C. Number 15-004

Project Name Hillside Towing

Project Location 25 E. University Dr

Planning Department Contact Latika Bhide

General Comments

Please follow the recommendations from the Building Department with regards to code updates.

RECEIVED

APR 03 2015

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

**NOTE: PLAN IS CONCEPTUAL ONLY
SUBJECT TO DETAILED PLAN REVIEW**

Date April 2, 2015

Reviewed By: LT. Andrew Larson

Arlington Heights Fire Department

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

DEPARTMENT PLAN REVIEW SUMMARY

Hillside Towing
120 W. University Dr.
Land Use Variation

Round 1 Review Comments

04/09/2015

1. **Character of use:**
The character of use should not be problematic.
2. **Are lighting requirements adequate?**
Lighting should be up to Village of Arlington Heights code.
3. **Present traffic problems?**
There are no traffic problems.
4. **Traffic accidents at particular location?**
This is not a problem area in relation to traffic accidents.
5. **Traffic problems that may be created by the development.**
This development should not create any additional traffic problems.
6. **General comments:**
Fence around property should be free of holes and in good repair to prevent access to the property and vehicles. Keys to vehicles should be stored in a secure location and not inside the vehicles on site.

RECEIVED
APR 10 2015
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

 #272

Brandi Romag, Crime Prevention Officer
Community Services Bureau

Approved by:



Supervisor's Signature

HEALTH SERVICES DEPARTMENT

6

PETITIONER'S APPLICATION – ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. _____
Petitioner: Hillside Auto Body & Service, Inc.
 120 W. University Drive
 Arlington Heights, IL 60004
Owner: University Drive Acquisitions, LLC
 25 E. University Drive
 Arlington Heights, IL 60004
Contact Person: Mark Balek
Address: 120 W. University Drive
 Arlington Heights, IL 60004
Phone: (847) 253-0183
Fax #: (847) 253-1658
E-Mail: markb@hillside towing.net

P.I.N.# 03-08-103-004-0000
Location: 25 E. University Drive
Rezoning: X Current: M1 Proposed: M-1
Subdivision: N/A
of Lots: _____ Current: _____ Proposed: _____
PUD: _____ For: _____
Special Use: _____ For: _____
Land Use Variation: X For: Major Repair in
M-1 district.
Land Use: _____ Current: _____
Proposed: _____
Site Gross Area: 15,110 square feet
of Units Total: Not applicable
1BR: _____ 2BR: 3BR: 4BR:

1. GENERAL COMMENTS:

No comments.

RECEIVED

APR - 2 2015

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Terese Biskner, 3/31/15 *TB*

Environmental Health Officer Date

James McCalister, 3/31/15 *JM*

Director Date

PLANNING & COMMUNITY DEPARTMENT

7

PETITIONER'S APPLICATION – ARLINGTON HEIGHTS PLAN COMMISSION

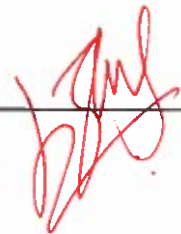
Petition #: P.C. _____
 Petitioner: Hillside Auto Body & Service, Inc.
120 W. University Drive
Arlington Heights, IL 60004
 Owner: University Drive Acquisitions, LLC
25 E. University Drive
Arlington Heights, IL 60004
 Contact Person: Mark Balek
 Address: 120 W. University Drive
Arlington Heights, IL 60004
 Phone: (847) 253-0183
 Fax #: (847) 253-1658
 E-Mail: markb@hillsideauto.com

P.I.N.# 03-08-103-004-0000
 Location: 25 E. University Drive
 Rezoning: X Current: M1 Proposed: M-1
 Subdivision: N/A
 # of Lots: _____ Current: _____ Proposed: _____
 PUD: _____ For: _____
 Special Use: _____ For: _____
 Land Use Variation: X For: Major Repair in
M-1 district.
 Land Use: _____ Current: _____
 Proposed: _____
 Site Gross Area: 15,110 square feet
 # of Units Total: Not applicable
 1BR: _____ 2BR: _____ 3BR: _____ 4BR: _____

- | | <u>YES</u> | <u>NO</u> | |
|----|------------|-----------|---|
| 1. | <u>✓</u> | <u>✓</u> | COMPLIES WITH COMPREHENSIVE PLAN? |
| 2. | <u>✓</u> | <u>✓</u> | COMPLIES WITH THOROUGHFARE PLAN? |
| 3. | <u>✓</u> | <u>✓</u> | VARIATIONS NEEDED FROM ZONING REGULATIONS?
(See below.) |
| 4. | <u>✓</u> | <u>✓</u> | VARIATIONS NEEDED FROM SUBDIVISION REGULATIONS?
(See below.) |
| 5. | <u>✓</u> | <u>✓</u> | SUBDIVISION REQUIRED? |
| 6. | <u>✓</u> | <u>✓</u> | SCHOOL/PARK DISTRICT CONTRIBUTIONS REQUIRED?
(See below.) |

Comments:

PLEASE SEE ATTACHED.



 Date 4.10.15

Planning Department Comments, Hillside Auto Body & Service (PL15-003, 25 E. University Drive, Round 1)

7. The property at 25 E. University Drive is zoned M-1. A Land Use Variation for 'Motor Vehicle Repair, Major' in the M-1 district is required.
8. The following variations are necessary:
 - a. Chapter 28, Section 6.12-1(3) Traffic Engineering Approval, to waive the requirement for a traffic study and parking analysis by a qualified professional engineer.

Please provide a written justification for the zoning variation above by responding to the following criteria:

- a. 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.
- b. The plight of the owner is due to unique circumstances.
- c. The variation, if granted, will not alter the essential character of the locality.

Staff is supportive of the a variation to not require a traffic study and parking analysis.

PARKING

9. The total code required parking for this site is calculated as:

Use	CODE USE	SF/ Employees/Bays	PARKING CALC (SF)	PARKING RATIO (1:X)	PARKING REQUIRED
Office	Business and Professional Offices	1800 SF*	1800 SF	1 space/300 SF	6
Service Area	Automobile Service Station	12 bays/ 5 employees*	12 bays/ 5 employees	1 space/employee + 3 spaces/bay	41
Total					47
<i>Total Provided</i>					55[^]
Surplus / (Deficit)					8

* The square footage of the office area was previously provided. The application indicates that there will be 5 employees and 12 bays. As stated in #18 below, a floor plan is needed delineating how the space will be used and the square footages of the various areas.

[^] Several different parking plans have been presented. Option E delineates 39 spaces and would does not provide for the Code required parking spaces. Other options A, B, C and D delineate 67, 55, 60 and 72 spaces respectively. Please see additional comments relative to the proposed parking plans below.

10. Per the Plat of Survey provided, the rear yard is broken blacktop and asphalt. Per Chapter 28, Section 11.2-12.2, all off-street parking areas shall be improved with a compacted base, surfaced with asphaltic concrete or comparable all-weather dustless material of a design and thickness in accordance with prescribed engineering standards.
11. Per Chapter 28, Section 11.2-12.6, curbing is required for the perimeter of all parking areas providing space for parking five or more vehicles in accordance with prescribed engineering standards.
12. For Options C, D and E, the parking spaces proposed on the east side of the building and the two-way drive aisle does not meet the dimensional standards of the Ordinance. A parallel parking space must be 9'x 21' in dimension. A two-way drive aisle must be at least 24' in width. The plan must be revised or the parking along the east side of the building eliminated.
13. The ends of all parking rows must include a landscape island equal in area to one parking space. None of the different options proposed include parking islands. The proposed parking plan must be revised to provide the required landscape islands.

14. For options A and B, all parking is proposed in the rear of the property, behind a fence. How will customers access parking?

A revised parking plan with the selected option and meeting all the requirements of the Ordinance must be provided.

15. Please note that any parking lot lighting proposed must meet the provisions of Chapter 28, Section 11.2-12.5, Lighting.

OTHER

16. Will any towing services be operated at this location? Will any tow trucks be stored on-site?
17. The applicant shall provide written confirmation that the operations will not violate the requirements for: noise, smoke and particulate matter, vibration, fire and explosive hazard, odors, noxious odorous matter, & glare and heat, as outlined in Section 5.1-17.2, Industrial Performance Standards.
18. Per Chapter 28, Section 5.1-17.1, the applicant shall provide written confirmation that all work shall take place within completely enclosed buildings.
19. Provide a floor plan for the space indicating how the space is proposed to be used and the square footages of the various uses. Indicate the location of the bays on the floor plan.
20. In the M-1 district, storage may be open to the sky but shall be enclosed by solid walls or fences (including solid doors or gates thereto) at least eight feet high, but in no case lower in height than the enclosed storage and suitably landscaped. The application indicates that vehicles will be stored on-site and there is an 8 foot tall chain link fence. A chain link fence does not meet the requirements of the Ordinance. Revise plans to provide an 8 foot tall solid wall or fence and perimeter landscaping. Please provide a landscaping plan.
21. The required front yard setback for a property in the M-1 district is 40 feet. From the Plat of Survey provided, the front yard setback is 39.12 feet. This is considered existing non-confirming. No action is needed.
22. If any exterior modifications are proposed, then a Design review will be required.
23. The petitioner stated during the public hearing for PC 03-025, land use variation and variation for 120 E. University Drive, their intent to develop the property at 200 E. Palatine Road. The petitioner should provide a letter indicating the date when they will cease operations at 200 E. Palatine Road – the specific date to be determined by the petitioner and Village.

Hillside Towing
120 W. University Drive
PC 15-004
April 8, 2015

Landscape Issues

- 1) Pursuant to Chapter 28, section 5.1-17.1c, storage shall be enclosed by a solid wall or fence that is eight feet high and suitably landscaped. Provide details for a screen wall and landscaping for the perimeter of the storage area located in the rear of the site.
- 2) The ends of all parking rows must include a landscape island, which contains a 4" caliper shade tree (Chapter 28, section 6.16-1.2b). Provide landscape islands at the ends of all parking rows.
- 3) It is recommended that landscaping be provided along the front elevation. The landscaping should consist of a mix of trees, shrubs and perennials.



200 E. Palatine Road, Arlington Heights, IL 60004
120 W. University Drive, Arlington Heights, IL 60004
Phone (847) 253-0183 Fax (847) 253-1658

September 16, 2015

Via E-Mail

Plan Commission
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005
latika.bhide@vah.com

Re: Response to Plan Commission Round 1 Comments
Petitioner: Hillside Auto Body & Service, Inc.
Property: 25 E. University Drive, Arlington Heights
PIN No. 03-08-103-0004-0000
File No.: P.C. 15-004

Dear Plan Commission:

Petitioner, Hillside Auto Body & Service, Inc. ("Petitioner" or "Hillside"), provides its written response to the Plan Commission's Round 1 Comments to Petitioner's Application for a Land Use Variation for 25 E. University Drive, Arlington Heights (the "Property"):

Petitioner's Revised Plan:

Preliminarily, Petitioner does not anticipate significant customer interaction at the Property. Petitioner will be transporting vehicles for repair to and from customer locations. Petitioner also has sufficient customer parking at its adjacent location, 120 W. University Drive, Arlington Heights. Petitioner, therefore, has determined that customer parking at the Property is not feasible. Pursuant to Chapter 28, Section 11.1-5, Petitioner will utilize 120 W. University Drive for customer parking, if any. Both properties are in the possession of Hillside Auto Body & Service, Inc., and have common ownership.¹ Accordingly, Petitioner withdraws its proposed parking options (A-E), and submits a Revised Plan for the Property.

The Revised Plan also details Petitioner's planned removal of the chain-link fence and installation of a 10-foot solid vinyl or concrete fence, as well as landscaping material. Petitioner has also provided a floor plan delineating the offices, loading dock, and proposed bays within the Building. No other exterior or interior modifications are proposed at this time.

* * * *

¹ 25 E. University Drive is owned by University Drive Acquisition, LLC and 120 W. University Drive is owned by Hillside Realty, LLC. James A. Balek, Jr. and Mark Balek, are the Members and Managers of both Properties.

1. Building Department

1) Building – Existing building equipment is not known. The major vehicle repair may require additional ventilation.

No response required.

1A. Building Department: Inspectional Services

1) This project is being reviewed as a building change use from an S-2 (low hazard storage) to an S-1 (moderate storage hazard) per the 2009 International Building Code. Maximum allowable quantities of hazardous material shall comply with 307.1(1) of the 2009 International Fire Code (I.F.C.).

Response: To the extent a response is required, Petitioner shall comply with Section 307.1(1) of the 2009 International Fire Code.

2) Compliance with the 2009 I.F.C., Section 2211 (Repair Garages) is required. Provide a response for each applicable sub-section as to the intent for compliance.

Response: Petitioner affirms its intent to comply with the following applicable sub-sections of Section 2211 of the International Fire Code (2009):

2211.1 General

2211.2 Storage and use of flammable and combustible liquids

2211.2.1 Cleaning of parts.

2211.2.2 Waste oil, motor oil and other Class IIIB liquids.

2211.2.2.1 Tank location

2211.2.2.2 Liquid classification

2211.2.3 Drainage and disposal of liquids and oil-soaked waste

2211.2.3.1 Disposal of liquids

2211.2.3.2 Disposal of oily waste

2211.3 Sources of Ignition.

2211.3.1 Equipment

2211.3.2 Smoking

2211.5 Preparation of vehicles for repair

2211.6 Fire extinguishers

Any sections not listed above are inapplicable.

3) The existing fire sprinkler system shall be reviewed and hydraulically calculated to verify that the demand of Ordinary Group 2 per NFPA-13 can be achieved. This shall be performed and submitted by a licensed fire protection engineer.

Response: Petitioner shall obtain a review and hydraulic calculation to verify that demand of Ordinary Group 2 per NFPA-13 can be achieved by a licensed fire protection engineer and provide a copy of the report to the Village.

4) The narrative indicates that the anticipated work would also include minor body repair. Describe to what degree is "minor." Spraying of flammable finishes shall comply with 2009 I.F.C., Chapter 15, Flammable Finishes.

Response: Minor body repair includes, but is not limited to, removing and replacing front fenders, bumper covers, and other small parts. Painting and spraying will not occur at this Property. Any painting or spraying will be completed at Petitioner's 120 W. University location in its Spray Booth.

5) Monitoring of the existing fire protection system by a fire alarm system is required. Fire alarm notification devices shall be required throughout the building. This includes office space as well as the car repair area.

Response: Petitioner is obtaining quotes from fire alarm monitoring companies. Petitioner currently contracts with Cintas for its other 120 W. University location.

6) The narrative indicates "significant improvements have been made to the property and building, including cleaning, repainting and updating the offices." Provide, in detail, the work that has been performed as to ascertain the applicability of Building Permits.

Response: As noted in its Application, Petitioner cleaned the inside and outside of the Property. Petitioner touched up the paint in the offices and mudjacked the floors. Petitioner also obtained necessary permits from the Village, and redid the front and side driveway with concrete.

7) The narrative states "if granted, Hillside will begin operating out of the property immediately." Operation of this business at this location prior to compliance with the requirements stated above, other Village Code requirements and an approved business license is prohibited.

Response: To the extent a response is required, Petitioner will comply with all prerequisites prior to operating a business out of the Property.

2. Public Works Department

1) The proposed sewer discharge as a result of the proposed land use variation will require input from MWDRGC.

No response required.

3. Engineering Department

No response required.

4. Fire Department

1) Please follow the recommendations from the Building Department with regards to code updates.

No response required.

5. Police Department

1) Character of use:

The character of use should not be problematic.

No response required.

- 2) Are lighting requirements adequate?
Lighting should be up to Village of Arlington Heights code.

Response: As noted above, the storage lot will not be open to customers or the general public, and additional lighting is not required.

- 3) Present traffic problems?
There are no traffic problems.

No response required.

- 4) Traffic accidents at particular location?
This is not a problem area in relation to traffic problems.

No response required.

- 5) Traffic problems that may be created by the development?
This development should not create any additional traffic problems.

No response required.

- 6) General comments:
Fence around property should be free of holes and in good repair to prevent access to the property and vehicles. Keys to vehicles should be stored in a secure location and not inside the vehicles on site.

Response: Petitioner, with Village approval and permits, will remove the existing chain-link fence and install a 10-foot solid vinyl or concrete fence. *See* Petitioner's Revised Plan. Keys to vehicles will be stored inside the Building, not inside vehicles parked in the storage lot.

6. Health Services Department

No response required.

7. Planning & Community Development

- 7) The property at 25 E. University Drive is zoned M-1. A Land Use Variation for 'Major Vehicle Repair, Major' in the M-1 District is required.

No response required.

- 8) The following variations are necessary:
a. Chapter 28, Section 6.12-1.3(3) Traffic Engineering Approval, to waive the requirement for a traffic study and parking analysis by a qualified professional engineer.

Please provide a written justification for the zoning variation above by responding to the following criteria:

- a. 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.
- b. The plight of the owner is due to unique circumstances.
- c. The variation, if granted, will not alter the essential character of the locality.

Staff is supportive of the a variation to not require a traffic study and parking analysis.

Response: Please see Hillside's Application to the Village of Arlington Heights Plan Commission.

PARKING

9) The total code required parking for this site is calculated as:

[Chart and footnotes omitted]

No response required.

10) Per the Plat of Survey provided, the rear yard is broken blacktop and asphalt. Per Chapter 28, Section 11.2-12.2, all off-street parking areas shall be improved with compacted base, surfaced with asphaltic concrete or comparable all-weather dustless material of design and thickness in accordance with the prescribed engineering standards.

Response: The enclosed storage lot is paved asphalt with some broken blacktop. Petitioner withdraws its previously proposed parking options. The storage lot will not be open to customers or the general public. *See* Petitioner's Revised Plan. Notwithstanding the foregoing, Petitioner, with Village approval and permits, will repair the pot holes and areas of broken asphalt.

11) Per Chapter 28, Section 11.2-12.6, curbing is required for the perimeter of all parking areas providing space for parking five or more vehicles in accordance with prescribed engineering standards.

Response: Petitioner withdraws its previously proposed parking options. *See* Petitioner's Revised Plan. There will be no customer parking at this location. Landscape islands or curbing located in the middle of the storage lot and/or at the ends of parking rows will have an impact on daily operations and inhibit the ability of tow trucks to pull in and out and park vehicles, as well as minimize the number of vehicles that could be stored on site. The additional landscaping will not benefit the general public since there will be no customer or public parking within this area. Moreover, the perimeter of the storage area will be screened by a 10-foot fence and landscaped. *See* Petitioner's Revised Plan.

12) For Options C, D and E, the parking spaces proposed on the east side of the building and the two-way drive aisle does not meet the dimensional standards of the Ordinance. A parallel parking space must be 9'x21' in dimension. A two-way drive aisle must be at least 24' width. The plan must be revised or the parking along the east side of the building eliminated.

Response: Petitioner withdraws its previously proposed parking options, including Options C, D, and E. *See* Petitioner's Revised Plan.

13) The ends of all parking rows must include a landscape island equal in area to one parking space. None of the different options proposed include parking islands. The proposed parking plan must be revised to provide the required landscaping islands.

Response: Petitioner withdraws its previously proposed parking options. *See* Petitioner's Revised Plan. There will be no customer parking at the Property. Landscape islands or curbing located in the middle of the storage lot and/or at the ends of parking rows will have an impact on daily operations and inhibit the ability of tow trucks to pull in and out and park vehicles, as well as minimize the number of vehicles that could be stored on site. The additional landscaping will not benefit the general public since there will be no customer or public parking within this area. Moreover, the perimeter of the storage area will be screened by a 10-foot fence and landscaped. *See* Petitioner's Revised Plan.

14) For options A and B, all parking is proposed in the rear of the property, behind a fence. How will customers access parking?

Response: Petitioner withdraws its previously proposed parking options. *See* Petitioner's Revised Plan. All customer interaction and parking, if any, will occur at 120 W. University Drive.

15) Please note that any parking lot lighting proposed must meet the provisions of Chapter 28, Section 11.2-12.5.

Response: Petitioner withdraws its previously proposed parking options. *See* Petitioner's Revised Plan. The storage lot will not be open to customers or the general public, and additional off-street lighting is not required.

16) Will any towing services be operated at this location? Will any tow trucks be stored on-site?

Response: Towing services, if any, will be ancillary to the primary use of the Property, automotive repair. Vehicles will need to be towed to and from the Property for repair work and delivery to customers. Petitioner may temporarily park tow trucks at the Property throughout the day and overnight.

17) The applicant shall provide written confirmation that the operations will not violate the requirements for: noise, smoke and particulate matter, vibration, fire and explosive hazard, odors, noxious odorous matter, [and] glare and heat, as outlined in Section 5.1-17.2, Industrial Performance Standards.

Response: Petitioner affirms that its operations will not violate the requirements of the Industrial Performance Standards as outlined in Chapter 28, Section 5.1-17.2(a)-(g).

18) Per Chapter 28, Section 5.1-17.1, the applicant shall provide written confirmation that all work shall take place within completely enclosed buildings.

Response: Pursuant to Chapter 28, Section 5.1-17.1(c). Petitioner affirms that all repair work shall take place within completely enclosed buildings.

19) Provide a floor plan for the space indicating how the space is proposed to be used and the square footages of the various uses. Indicate the location of the bays on the floor plan.

Response: Please see Petitioner's Revised Plan.

20) In the M-1 district, storage may be open to the sky but shall be enclosed by solid walls or fences (including solid doors or gates thereto) at least eight feet high, but in no case lower in height than the enclosed storage and suitably landscaped. The application indicates that vehicles will be stored on-site and there is an 8 foot tall chain link fence. A chain link fence does not meet the requirements of the Ordinance. Revise plans to provide an 8 foot solid wall or fence and perimeter landscaping. Please provide a landscaping plan.

Response: Petitioner, with Village approval and permits, will remove the existing chain-link fence and install a 10-foot solid vinyl or concrete fence and landscaping. *See* Petitioner's Revised Plan.

21) The required front yard setback for the property in an M-1 district is 40 feet. From the Plat of Survey provided, the front yard setback is 39.12 feet. This is considered existing non-conforming. No action is needed.

No response required.

22) If any exterior modifications are proposed, then a Design review will be required.

Response: No exterior modifications to the building are proposed.

23) The petitioner stated during the public hearing for PC 03-25, land use variation for 120 E. University Drive, their intent to develop the property at 200 E. Palatine Road. The petitioner should provide a letter indicating the date when they will cease operations at 200 E. Palatine Road – the specific date to be determined by petitioner and the Village.

Response: Petitioner respectfully requests additional guidance from the Village with regard to this request, specifically, Petitioner requests citation to the relevant VAH Section requiring this information. *See* Petitioner's Application Nos. 7-8; *see also* Report of Proceedings of the Plat & Subdivision Committee dated October 22, 2014.

LANDSCAPE ISSUES

1) Pursuant to Chapter 28, Section 5.1-17.1c, storage shall be enclosed by a solid wall or fence that is eight feet high and suitably landscaped. Provide details for a screen wall and landscaping for the perimeter of the storage area located in the rear of the site.

Response: Petitioner, with Village approval and permits, will remove the existing chain-link fence and install a 10-foot solid vinyl or concrete fence. *See* Petitioner's Revised Plan. Petitioner has provided a detailed landscaping plan for the property. *See* Petitioner's Revised Plan.

2) The ends of all parking rows must include a landscape island, which contains callper shade tree (Chapter 28, section 6.6-1.2b). Provide landscape islands at the ends of all parking rows.

Response: Landscape islands or curbed islands located in the middle of the storage lot and/or at the ends of parking rows will have an impact on daily operations and inhibit the ability of tow trucks to pull in and out and park vehicles, as well as minimize the number of vehicles that could be stored on site. The additional landscaping will not benefit the general public since there will be no customer or public parking within this area. Moreover, the perimeter of the storage area will be screened by a 10-foot fence and landscaped. *See* Petitioner's Revised Plan.

3) It is recommended that landscaping be provided along the front elevation. The landscaping should consist of a mix of trees, shrubs and perennials.

Response: Please see Petitioner's Responses to Nos. 1 and 2, above. Please see Petitioner's Revised Plan, which provides for a mix of trees, shrubs, and perennials.

Respectfully submitted,

James A. Balek, Jr.
Mark Balek

cc. Colleen J. Balek, Esq. (via e-mail)

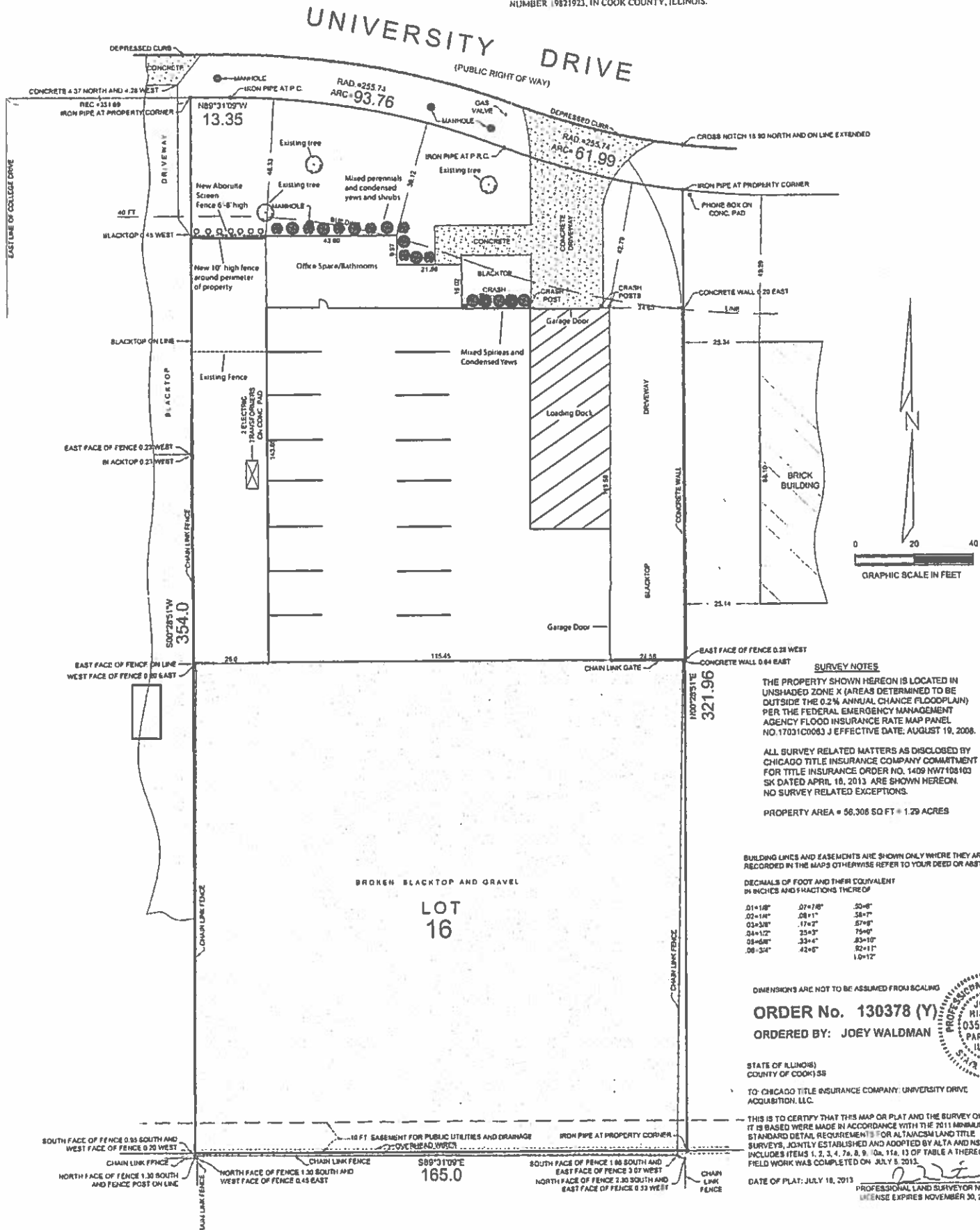
CERTIFIED SURVEY, INC.

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

Email: surveys@certifiedsurvey.com

ALTA/ACSM LAND TITLE SURVEY

LOT 16 IN REFSUBDIVISION OF PART OF LOT 1 AND ALL OF LOTS 2 THRU 5 INCLUSIVE IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT 1, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 IN SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1966 AS DOCUMENT NUMBER 19821923, IN COOK COUNTY, ILLINOIS.



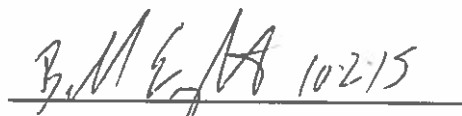
PC #15-004

Hillside Towing

Planning and Community Development

Round 2 Comments- October 2, 2015

1. The petitioner has indicated that a new 10 foot tall solid fence will be installed around the perimeter of the rear parking/outdoor storage area. Please revise the site plan to indicate the location of the new fence and provide details on the type of fence (ie provide a cut sheet example of the fence type).
2. Staff concurs that given excess parking at 120 E. University Drive and being within 1,000 feet of 25 E. University Drive, that the 25 E. University Drive site does not require a parking variation. However, please stripe spaces for the anticipated employees along the south side of the building.
3. Staff is in agreement that the rear lot, which is primarily storage, does not need to be fully repaved or curbs provided. However, as stated by the petitioner the rear lot shall be patched and potholes filled. Given the use of this area and the commitment to install a new 10 foot tall fence, the area does not require landscaping.
4. The petitioner, in its Application to the Village of Arlington Heights Plan Commission dated 3/13/15, states in the Petitioners Responses to Development Committee's Recommendation, #'s 7 -8, that "If this variance is granted, Hillside anticipates transitioning all of its operations to the University Drive locations in or before December 2015." Staff concurs with this timeline and is of the expectation that the petitioner shall follow through with their statement to transition all operations.
5. Once operations transition from 200 E. Palatine Road to the University Drive sites, does the petitioner plan to demolish all existing structures at 200 E. Palatine Road and if so what is the timeline for completing demolition?
6. Please revise the floor plan and label each of the bays by number to clearly delineate the bays. Also provide dimensions on the floor plan for a typical bay and the drive aisles.
7. Please detail the type of work that will be performed at the site such as body work, oil changes, transmission repairs, painting, etc to more clearly indicate operations.
8. Will there be any sound mitigation upgrades to the building?
9. This project will be scheduled for public hearing of the Plan Commission on October 28, 2015 subject to the Petitioner providing the revised site plan and providing responses to these comments.

A handwritten signature in black ink, appearing to read "B. Enright", followed by the date "10-2-15". The signature is written over a horizontal line.

Bill Enright, Deputy Director Planning and Community Development

PLAN COMMISSION PC #15-004
Hillside Towing
120 W. University Dr.
LUV
Round 2

11. Engineering's comment #2 from the first round was that the MWRD may need to be involved. The existing sanitary system (grease trap) would have to be evaluated to see if it met their criteria for automotive use.
12. No new comments.

 9/28/15
James J. Massarelli, P.E. Date
Director of Engineering

RECEIVED
SEP 28 2015
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT



200 E. Palatine Road, Arlington Heights, IL 60004
120 W. University Drive, Arlington Heights, IL 60004
Phone (847) 253-0183 Fax (847) 253-1658

October 9, 2015

Via E-Mail

Plan Commission
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005
benright@vah.com

Re: Response to Plan Commission Round 2 Comments
Petitioner: Hillside Auto Body & Service, Inc.
Property: 25 E. University Drive, Arlington Heights
PIN No. 03-08-103-0004-0000
File No.: P.C. 15-004

Dear Plan Commission:

Petitioner, Hillside Auto Body & Service, Inc. ("Petitioner" or "Hillside"), provides its written response to the Plan Commission's Round 2 Comments to Petitioner's Application for a Land Use Variation for 25 E. University Drive, Arlington Heights (the "Property"):

Planning and Community Development:

1. The petitioner has indicated that a new 10 foot tall solid fence will be installed around the perimeter of the rear parking/outdoor storage area. Please revise the site plan to indicate the location of the new fence and provide details on the type of fence (ie provide a cut sheet example of the fence type).

Response: Please see attached site plan. The new fence will be a 10 foot solid vinyl, simulated stone fence. Petitioner anticipates installing a Simtek Vinyl Fence, specifications attached.

2. Staff concurs that given excess parking at 120 [W] University Drive and being within 1,000 feet of 25 E. University Drive, that the 25 E. University Drive site does not require a parking variation. However, please stripe spaces for the anticipated employees along the south side of the building.

Response: Hillside will stripe parking spaces for anticipated employees along the south side of the Building.

3. Staff is in agreement that the rear lot, which is primarily storage, does not need to be fully repaved or curbs provided. However, as stated by the petitioner the rear lot shall

be patched and potholes filled. Given the use of this area and the commitment to install a new 10 foot tall fence, the area does not require landscaping.

No response required.

4. The petitioner, in its Application to the Village of Arlington Heights Plan Commission dated 3/13/15, states in the Petitioner's Responses to Development Committee's Recommendation, #7-8, that "if this variance is granted, Hillside anticipates transitioning all of its operations to the University Drive locations in or before December 2015." Staff concurs with this timeline and is of the expectation that the petitioner shall follow through with their statement to transition all operations.

Response: Petitioner once again respectfully requests additional guidance from the Village with regard to this Comment and similar comments made to Petitioner; specifically, Petitioner requests citation to the relevant VAH Code Section requiring information regarding an unrelated property for a land use variance. *See* Report of Proceedings of the Plat & Subdivision Committee (Oct. 22, 2014); Email to Latika Bhide (Oct. 23, 2014); Hillside's Application to Plan Commission Responses 6 and 7 (Mar. 13, 2015); Hillside's Responses to Round 1 Comments No. 23 (Sept. 16, 2015).

As noted in Hillside's Application, this anticipated timeline was provided for informational purposes only and was not intended to be a binding representation. *See* Hillside's Application Nos. 6-7 n. 4-5. While Hillside will fully transition operations to the University Drive sites, it cannot guarantee a date it will cease operations at 200 E. Palatine Road. The use of 200 E. Palatine Road is not relevant to Hillside's request for a variance at 25 E. University Drive, and Hillside objects to the inclusion of any conditions related to 200 E. Palatine Road in the variance for 25 E. University Drive. Notwithstanding the foregoing, the December 2015 timeline initially provided in March 2015 is no longer feasible. Hillside believes July 2016 is a more accurate timeframe.

5. Once operations transition from 200 E. Palatine Road to the University Drive sites, does the petitioner plan to demolish the existing structures at 200 E. Palatine Road and if so what is the timeline for completing demolition?

Response: Petitioner once again respectfully requests additional guidance from the Village with regard to this Comment and similar comments made to Petitioner; specifically, Petitioner requests citation to the relevant VAH Code Section requiring information regarding an unrelated property for a land use variance. *See* Report of Proceedings of the Plat & Subdivision Committee (Oct. 22, 2014); Email to Latika Bhide (Oct. 23, 2014); Hillside's Application to Plan Commission Responses 6 and 7 (Mar. 13, 2015); Hillside's Responses to Round 1 Comments No. 23 (Sept. 16, 2015). Moreover, as noted in Hillside's Application, Hillside is not the owner of 200 E. Palatine Road, but leases 200 E. Palatine Road from Balek Properties, LLC. *See* Hillside's Plan Commission Application Nos. 6-7.

6. Please revise the floor plan and label each of the bays by number to clearly delineate the bays. Also provide dimensions on the floor plan for a typical bay and the drive aisles.

Response: Please see attached Revised Floor Plan. At this time, Hillside anticipates 12 bays that will be approximately 25 feet by 15 feet each, with a drive aisle from the side garage and down the center.

7. Please detail the type of work that will be performed at the site such as body work, oil changes, transmission repairs, painting, etc to more clearly indicate operations.

Response: Hillside will not paint at 25 E. University Drive. Painting will occur at 120 W. University in Hillside's spray booth. Body work will include removing and installing body parts like fenders, bumpers, bumper covers, assemblies, mirrors, and wheels. All minor mechanical work such as tune-ups, brakes, and minor mechanical and electrical repair.

8. Will there be any sound mitigation upgrades to the building?

Response: Hillside does not anticipate any sound mitigation updates at this time.

9. This project will be scheduled for public hearing of the Plan Commission on October 28, 2015 subject to the Petitioner providing a revised site plan and providing responses to these comments.

No response required.

Engineering

11. Engineering's comment #2 from the first round was that the MWRD may need to be involved. The existing sanitary system (grease trap) would have to be evaluated to see if it met their criteria for automotive use.

Response: Hillside will cooperate with all necessary evaluations.

12. No new comments.

No response required.

Respectfully submitted,
James A. Balek, Jr.
Mark Balek

cc. Colleen J. Balek
Laura Luisi
Mark S. Dym

Site plan showing property layout with various buildings, parking areas, and landscaping. Key features include:

- Office Space/Bathrooms**: Located in the upper left.
- Garage Door**: Located on the right side.
- Loading Dock**: Located on the right side, adjacent to the Garage Door.
- Drive Aisle**: Indicated by a dashed line running horizontally across the lower portion of the plan.
- Chain Link Gate**: Located at the bottom right corner.
- Concrete Driveway**: Located in the upper right.
- Blacktop**: Located in the upper right, adjacent to the Concrete Driveway.
- Crash Posts**: Located along the perimeter of the Blacktop area.
- Existing tree**: Located in the upper left and upper right.
- Mixed perennials and condensed yews and shrubs**: Located along the perimeter of the Office Space/Bathrooms.
- MANHOLE**: Located near the Office Space/Bathrooms.
- 2 ELECTRIC TRANSFORMERS ON CONC PAD**: Located on the left side.
- Dimensions**: Various dimensions are provided, including 25 feet, 15 feet, 40 feet, 90.45 feet, 113.45 feet, 118 feet, 143.08 feet, 148.68 feet, 24.63 feet, 42.79 feet, 17.99 feet, 46.33 feet, 38.12 feet, 9.97 feet, 21.56 feet, 15.02 feet, 43.90 feet, 25.0 feet, and 24.56 feet.



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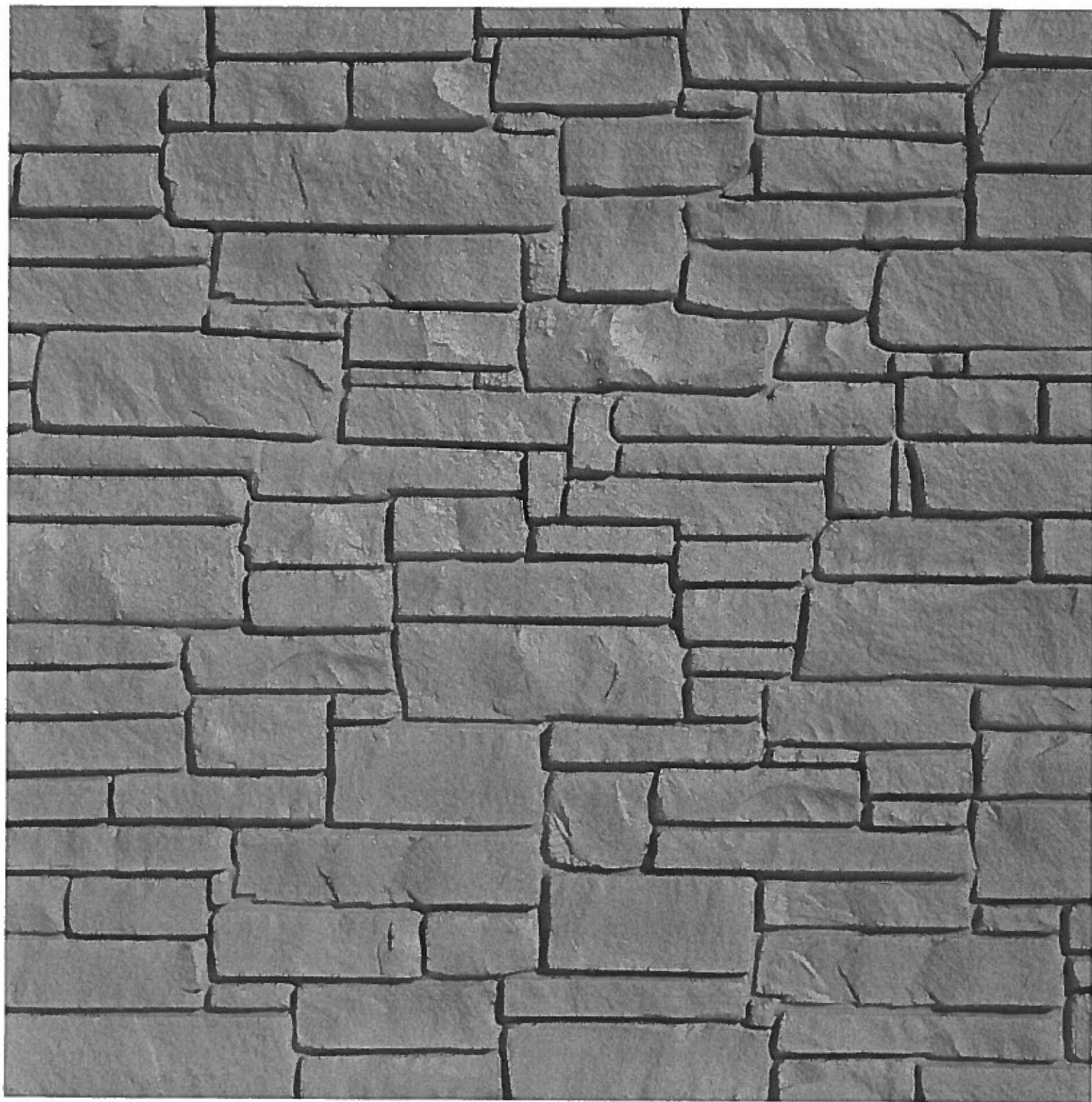
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PLAN COMMISSION PROJECT TIMELINE

Project Name: Hillside Auto
PC Number: PC 15-004
Location: 25 E University Drive
Requested Action: Land Use Variation

	Date	# of Business Days
Plat and Sub Committee Meeting	10-22-14	
Awaiting Petitioner PC Application	3-25-15	5 months
PC Application Submittal Date	3-25-15	
1 st Round Department Comments	4-9-15	11 days
Petitioner's Response	9-16-15	114 days
2 nd Round Department Comments	10-2-15	12 days
Petitioners Response	10-9-15	5 days
PC Hearing*	10-28-15	155 days from application date
Village Board	11-16-15	12 days

Note:

* Legal notice; State Statute requires 15 to 30 days notice.



Item: Thermoplastic Lane Markings

Department: Public Works

BACKGROUND

Thermoplastic is a highly reflective material that is used for roadway traffic lane markings. Thermoplastic striping is also an extremely durable pavement marking material and will outlast painted markings. The material comes in bags and is heated to a liquid prior to its application. Glass beads are added to the liquid to improve reflectivity.

The Village participates in the Suburban Purchasing Cooperative (SPC) which is a cooperative of 143 municipalities in the six county area of Northern Illinois. The SPC organizes bids for contractual thermoplastic lane markings. This year, the SPC approved the first of three one-year contract extensions with Superior Road Striping, Inc. The unit prices for lane markings are listed below.

<u>Description</u>	<u>Units</u>	<u>Cost</u>
4" Line	LF	\$0.49
6" Line	LF	\$0.72
12" Line	LF	\$1.44
24" Line	LF	\$3.60
Letters & Symbols	SF	\$3.34
Removal	SF	\$0.41

The Village's share of the contract is based on striping and lettering unit prices and will not exceed our budget of \$125,000. Superior Road Striping, Inc. has previously worked with the Village and has been determined to be responsible.

RECOMMENDATION

It is recommended that the Village Board accept and approve the 2017 contract extension approved by the Suburban Purchasing Cooperative to Superior Road Striping, Inc. for thermoplastic lane marking services for the not-to-exceed amount of \$125,000.

Bid Section

Item:	Street and Sidewalk Maintenance
Bid Opening Date:	March 25, 2016
Account Numbers:	101-7101-531.21-15
Total Budget for Specific Item:	\$125,000
Bid Amount:	Based on Unit Prices



Item: Fire Station Alerting System-Station #3

Department: Fire

The Fire Department is in the process of upgrading its fire station alerting system. The project is being done in stages, the upgrade at Fire Station 4 was completed in 2016. The Fire Department is ready to start the upgrade to the alerting system at Fire Station 3.

The upgrades to the station alerting system will provide dispatch information faster to crews in the stations, automatic lighting and call details to each bunk area, and visual alerting in high noise areas of the stations. The Fire Department's response times can be improved by instantaneously alerting the right crews, in the right places, so they can respond more efficiently and with more accurate information.

Northwest Central Dispatch System (NWCD) uses US Digital Designs' Phoenix G2 alerting network to dispatch information to our stations. NWCD has installed the control stations for the system in all four of our stations, which represents the largest cost of the process. The peripheral equipment we need to purchase can only be purchased through US Digital Designs.

Installation can be performed by US Digital or certified installation companies, however, we prefer to use US Digital because they are the experts in servicing and supporting their systems. In addition, if a problem arises, we won't have to determine if it is an installation or product issue. US Digital will be responsible for all of it.

The Foreign Fire Insurance Tax Board has agreed to fund \$15,000 (Account 227-3701-512.50-15) of the cost of this phase of the project. There is \$20,000 budgeted in Account 401-3501-572.50-15 EQ9502 for the Village's portion of this phase of the project.

RECOMMENDATION

It is recommended that the Village Board waive formal bidding procedures and approve the purchase and installation of upgrades to the Station 3 alerting system from US Digital Designs for a total cost of \$34,598. The vendor has been determined to be responsible.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:



Item: Public Works Utility Body Truck Purchase

Department: Public Works

BACKGROUND

The approved 2017 Fiscal Capital Budget includes \$102,000 for the replacement of one 1-1/2 Ton Utility Body Truck for the Public Works Department. The current vehicle is used by the Water Distribution Unit of Public Works on a daily basis. The proposed vehicle is a 2017 Ford F-550 1-1/2 Ton Truck with Fiberglass Utility Body and Crane. The current truck is in excess of 10 years old, and the Fleet Unit of Public Works has deemed the vehicle in need of replacement. If this award is approved, the existing vehicle will be sold at auction per Village requirements.

Staff is proposing to purchase the vehicle through the Suburban Purchasing Cooperative (SPC). SPC is a joint purchasing program for local communities. SPC represents 143 municipalities in a six County Area of Northern Illinois, and is administered through the Northwest Municipal Conference.

Currie Motors of Frankfort, IL is this year's winning bidder. The Village has worked with Currie Motors in the past and found them to be acceptable.

RECOMMENDATION

It is recommended that the Village Board award the bid to Currie Motors of Frankfort, Illinois in the amount of \$100,332 for the purchase of one Ford F-550 1-1/2 Ton Truck for the Public Works Department, and authorize the execution of the necessary documents.

Bid Section

Item:	Public Works Utility Body Truck Purchase
Bid Opening Date:	Suburban Purchasing Cooperative
Account Numbers:	621-9003-572.50-05 (VH 9502)
Total Budget for Specific Item:	\$102,000
Bid Amount:	\$100,332



Item: Concrete Flatwork Contract Extension

Department: Public Works

BACKGROUND

In May 2016, The Village Board awarded a one-year contract to Schroeder & Schroeder, Inc. of Skokie, IL for concrete "flatwork". The bids were solicited through the Municipal Partnering Initiative (MPI). The Village participates in several MPI projects on an annual basis. The bid documents allowed for a one-year contract with the ability to extend the contract for two one-year extensions. This year the MPI approved the first of these two optional one-year extensions. The initial contract is set to expire in May of 2017. Concrete "flatwork" generally consists of concrete road, curb, sidewalk, and driveway apron repairs. This contract enables various Public Works Units to have concrete services performed for restorative services that are required, due to maintenance related excavations and normal wear.

The contractor has offered to extend the contract for 8 months with a 0.6% increase in price. This is allowed for within the MPI contract specifications. The term of the extension would begin in May of 2017 and conclude in January of 2018.

If this contract is rebid, the chances for significant unit price increases are high, as they are primarily labor based and hourly rates have increased by several percent over the last several years. There is also a high degree of possibility that concrete unit prices will increase this upcoming season as well. While the total costs are dependent on the actual quantities used, Public Works expenditures will not exceed the total budgeted amount of \$334,120. The bidder has been determined to be responsible and the contract extension meets specifications.

RECOMMENDATION

It is recommended that the Village Board award a 8-month contract extension to Schroeder & Schroeder, Inc. of Skokie, Illinois and authorize Staff to execute the necessary documents. The contract extension would be with a 0.6% increase to the original unit prices.

Bid Section

Item: Concrete Flatwork Contract Extension
Bid Opening Date: Municipal Partnering Initiative
Account Numbers: 101-7101-531.21-15 (General Fund) \$195,000 AND 505-7201-561.21-30 (Water & Sewer) \$139,120
Total Budget for Specific Item: \$334,120
Bid Amount: unit price with 0.6% increase



Item: Hot Mix Asphalt Contract Extension

Department: Public Works

BACKGROUND

In May 2014, after a competitive bid process, the Village Board awarded a three-year contract to Schroeder Asphalt Services of Huntley, Illinois for roadway repairs using Hot Mix Asphalt Repairs (HMA). The contract is set to expire in May of 2017. HMA contracts are an important tool for Public Works to maintain asphalt throughout the Village and extend the life of our streets. This contract enables various Units within Public Works to have HMA services performed for driveway apron and roadway restoration that is generally the result of maintenance related excavations.

Public Works is requesting Village Board approval to extend the existing contract for Hot Mix Asphalt for one year, which will be the first of three possible one-year extensions. This extension would begin in May of 2017 and conclude in May of 2018.

Schroeder Asphalt has submitted a letter requesting a one-year contract extension with no unit price increases from the last year.

If this contract is rebid, the chances for unit price increases are high, as these rates are primarily labor based and hourly rates have increased by several percent over the last three years. While the total costs are dependent on the actual quantities used, Public Works expenditures will not exceed the total budgeted amount of \$508,680. The bidder has been determined to be responsible and the contract extension meets specifications.

RECOMMENDATION

It is recommended that the Village Board award a one-year contract extension to Schroeder Asphalt Services of Huntley, Illinois and authorize execution of all necessary documents. The contract extension would be awarded with no increase to the original unit prices.

Item: Hot Mix Asphalt Contract Extension
Bid Opening Date: May 2014
Account Numbers: 101-7101-531.21-15 (General Fund) \$300,000 AND 505-7201-561.21-30 (Water & Sewer) \$208,680
Total Budget for Specific Item: \$508,680
Bid Amount: unit prices



Item: Well #16 West Water Tank Exterior Painting

Department: Public Works

BACKGROUND

The approved 2017 Capital Water & Sewer Budget includes \$1,094,616 for painting the west 6 million gallon water tank at Well #16 which is located south of the Wilke-Kirchhoff Detention Basin. The painting project includes the abrasive blast to metal of the exterior of the tank, the replacement of most of the outer row roof panels, and painting the interior and exterior. In addition to this work, the Northwest Water Commission (NWC) will be paying for a modification to the outside pipe shroud and the addition of a tank mixing system to enhance the quality of our potable water. The water tank was last painted in 1992. New coatings can be expected to last up to 25 years and help extend the life of the tank.

Specifications and plans were prepared, advertised and distributed to national industrial painting firms. On February 22nd, the following five bids were opened and publically read aloud:

<u>Company</u>	<u>Bid</u>
Enerbab, Cincinnati, OH	\$867,276 (Non-compliant)
Jetco Ltd, Lake Zurich, IL	\$1,046,790
LC United Painting, Sterling Heights, MI	\$1,903,000
Seven Brothers, Shelby Township, MI	\$2,033,500
Era Valdivia Cont., Chicago, IL	\$2,074,050

Enerbab only bid on the roof panel replacement. This disqualified their bid, as the tank must be painted too. The lowest responsive bidder, Jetco of Lake Zurich, Illinois, has received favorable comments from references checked by Village Staff and has successfully performed similar work for the Village in the past. Dixon Engineering (Tank Painting Consultant) has reviewed all documents and recommends awarding the bid to Jetco. Jetco's bid is within budget. The bidder has been determined to be responsible and the bid meets specifications.

RECOMMENDATION

It is recommended that the Village Board reject the non-compliant bid from Enerbab and award the bid for Well #16 West Water Tank Rehabilitation and

Interior and Exterior Painting to Jetco, of Lake Zurich, Illinois, for their not-to-exceed price of \$1,046,790.

Bid Section

Item:	Well #16 West Water Tank Exterior Painting
Bid Opening Date:	February 22, 2017
Account Numbers:	505-9001-571.50-25 (WA 1101)
Total Budget for Specific Item:	\$1,094,616
Bid Amount:	\$1,046,790



Item: Public Works Transit Vans Purchase

Department: Public Works

BACKGROUND

The approved 2017 Fiscal Capital Budget includes \$50,000 for the replacement of two vehicles for the Public Works Department. The current vehicles are used by the Water Distribution Unit of Public Works on a daily basis. The proposed vehicles are 2017 Ford Transit Full-Sized Vans. The current vehicles are in excess of 15 years old, and the Fleet Unit of Public Works has deemed the vehicles in need of replacement. If this award is approved, the existing vehicles will be sold at auction per Village requirements.

Staff is proposing to purchase the vehicles through the Suburban Purchasing Cooperative (SPC). SPC is a joint purchasing program for local communities. SPC represents 143 municipalities in a six County Area of Northern Illinois, and is administered through the Northwest Municipal Conference. Currie Motors of Frankfort, IL is this year's winning bidder. The Village has worked with Currie Motors in the past and found them to be acceptable.

RECOMMENDATION

It is recommended that the Village Board award the bid to Currie Motors of Frankfort, Illinois in the amount of \$46,390 for the purchase of two Ford Transit Full Sized Vans and authorize the execution of the necessary documents.

Bid Section

Item:	Public Works Transit Vans Purchase
Bid Opening Date:	Suburban Purchasing Cooperative
Account Numbers:	621-9003-572.50-05 (VH 9502)
Total Budget for Specific Item:	\$50,000
Bid Amount:	\$46,390



Item: Ordinance - PUD Amendment - Arlington Heights Police Station

Department: Planning/Legal

An Ordinance Amending Planned Unit Development Ordinance Numbers 05-041 and 78-026 and Granting Certain Variations from Chapter 28 of the Arlington Heights Municipal Code
(Arlington Heights Police Station, 200 E. Sigwalt Street)

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description	Type
AH Police Station - PUD Amendment	Ordinance

**AN ORDINANCE AMENDING PLANNED UNIT DEVELOPMENT
ORDINANCE NUMBERS 78-026 AND 05-041 AND GRANTING
CERTAIN VARIATIONS FROM CHAPTER 28 OF THE
ARLINGTON HEIGHTS MUNICIPAL CODE**

WHEREAS, the President and Board of Trustees of the Village of Arlington Heights have approved Ordinance Numbers 78-026 and 05-041, approving and amending a planned unit development for the property located at 200 East Sigwalt Street, Arlington Heights, Illinois, commonly known as the Arlington Heights Police Station; and

WHEREAS, on February 22, 2017, in Petition Number 16-024, the Plan Commission of the Village of Arlington Heights conducted a public hearing on a request to amend Planned Unit Development Ordinance Numbers 78-026 and 05-041 and for certain variations from Chapter 28 of the Arlington Heights Municipal Code; and

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

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

SECTION ONE: The Planned Unit Development previously approved and amended by Ordinance Numbers 78-026 and 05-041, for the property legally described as:

Parcel 1

P.I.N. 03-29-350-015, 03-32-105-001

Part of Sections 29 and 32, Township 42 North, Range 11 East of the Third Principal Meridian described as follows:

Commencing at a point 310 feet East of the North West corner of the North East quarter of the North West quarter of said Section 32, thence North parallel with the West line of the East half of the South West quarter of Section 29 aforesaid 250 feet; thence East parallel with section line 30 feet; thence South parallel with the West line of said East half of the South West quarter of Section 29, a distance of 74.19 feet; thence East parallel with the section line 188.56 feet; thence North East perpendicular to the South Westerly line of the right of way of the Chicago and Northwestern Railroad Company 51.63 feet to a point in said right of way line; thence South

Easterly along said right of way line to a point 100 feet due South of the North line of said North East quarter of the North West quarter of Section 32, thence West parallel with section line to a point 100 feet due South of the place of beginning; thence North to the place of beginning in Cook County, Illinois.

Parcel 2

P.I.N. 03-29-350-016

That real estate described as commencing at a point 341 feet North of the Southwest corner of the East half of the Southwest quarter of Section 29, Township 42 North, Range 11 East of the Third Principal Meridian; thence East parallel with the South line of said East half, 185.97 feet; thence Southeasterly 98.75 feet to a point 316.9 feet North of the South line of said East half and 281.6 feet East of the West line of said East half; thence South parallel to the West line of said East half, 49.9 feet; thence East parallel to the South line of said East half, 58.4 feet; thence South parallel to the West line of said East half, 91.19 feet; thence East parallel to the South line of said East half, 188.56 feet; thence Northeasterly perpendicular to the Southwesterly line of the right of way of the Chicago and Northwestern Railway Company, 55.90 feet to a point in said Southwesterly right of way line; thence Northwesterly along said right of way line to its intersection with the West line of the East half of the Southwest quarter of Section 29, Township 42 North, Range 11 East of the Third Principal Meridian; thence South along the West line of said East half to the point of beginning (except the West 40 feet thereof), in Cook County, Illinois.

Parcel 3

P.I.N. 03-29-350-004

That part of Section 29, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: commencing at a point 144 feet North of the South West corner of the East half of the South West quarter of Section 29, Township 42 North, Range 11, East of the Third Principal Meridian, running thence North 106 feet, thence East 310 feet, thence South 106 feet, thence West 310 feet to the place of beginning, in Cook County, Illinois.

Parcel 4

P.I.N. 03-29-350-005

That part of Section 29, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: commencing at the South West corner of the East half of the South West quarter of said Section 29, running thence North along center of highway 144 feet, thence East 310 feet, thence South 144 feet to section line, thence West along section line 310 feet to the place of beginning in Cook County, Illinois.

Parcel 5

P.I.N. 03-29-350-013, 03-29-350-014

That part of the East half of the South West quarter of Section 29, Township 42 North, Range 11 East of the Third Principal Meridian described as follows: commencing at a point in the West line of said East half of the South West quarter that is 250 feet North of the South West corner thereof; thence East parallel with the South line of said East half of the South West quarter a distance of 340 feet, thence North parallel with the West line of said East half of the South West quarter a distance of 17 feet, thence West parallel with the South line of said East half of said South West quarter, a distance of 58.4 feet, thence North parallel with the West line of said East half of the South West quarter a distance of 49.9 feet, thence North Westerly 98.75 feet to a point

in a line 341 feet North of and parallel with the South line of said East half of the South West quarter, said point being 185.97 feet East of the West line of said East half of the South West quarter, thence West parallel with the South line of said East half of the South West quarter, 185.97 feet to the West line of said East half of the South West quarter, thence South 91 feet to the place of beginning in Cook County, Illinois.

commonly known as 200 East Sigwalt Street, Arlington Heights, Illinois, is hereby amended in substantial compliance with the following plans:

The following plans, dated January 30, 2017, have been prepared by Legat Architects:

Title Sheet, consisting of sheet G-001;
Roof Plan, consisting of sheet AR-101;
Wall Sections, consisting of sheet A-311;

The following plans dated January 30, 2017 with revisions through February 7, 2017, have been prepared by Legat Architects:

Basement Plan, Color Keyed, consisting of sheet A-100;
First Floor Plan, Color Keyed, consisting of sheet A-101;
Second Floor Plan, Color Keyed, consisting of sheet A-102;

The following elevations have been prepared by Legat Architects:

South Elevation, consisting of one sheet;
West Elevation, consisting of one sheet;
East Elevation, consisting of one sheet;
North Elevation, consisting of one sheet;

The following plans, dated January 4, 2017 with revisions through January 27, 2017, have been prepared by Mackie Consultants, LLC:

Cover Sheet, consisting of sheet C100;
Preliminary Overall Site Plan, consisting of sheet C-101;
Preliminary Grading Plan, consisting of sheet C-102;
Preliminary Utility Plan, consisting of sheet C-103;
Preliminary Paving Plan, consisting of sheet C-104;
Ambulance Turning Movement Plan, consisting of sheet C-105;
Fire Truck Movement Plan, consisting of sheet C-106;
Police Interceptor Turning Movement Plan, consisting of sheet C-107;
SU-30 Turning Movement Plan, consisting of sheet C-108,

The following plans, dated January 30, 2017, have been prepared by Upland Design, Landscape Architect:

Tree Preservation Plan, consisting of sheet L-101;
Landscape Plan - South, consisting of sheet L-201;

Landscape Plan - North, consisting of sheet L-202; and

AHPD Construction Staging Plan, prepared by Riley Construction, consisting of one sheet,

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

SECTION TWO: That the following variations from Chapter 28, Zoning Regulations, of the Arlington Heights Municipal Code, are hereby granted so as to permit development of the property in accordance with the plans submitted by the Petitioner, which variations are as follows:

1. A variation from Section 6.15-1.2b, New Landscaping Requirements, waiving the requirement for one landscaped island within a row of more than 20 parking spaces in the rear of the Police parking lot.

2. A variation from Section 11.2-8, Additional Regulations-Parking, to allow a reduction in the minimum drive aisle width in the rear parking lot from 24 feet to 22 feet for Police vehicle parking.

3. A variation from Section 11.4, Schedule of Parking Requirements, to allow a reduction in the number of required parking spaces from 620 parking spaces to 434 parking spaces for the Municipal Campus.

SECTION THREE: That approval of the amendment to Planned Unit Development Ordinance Numbers 78-026 and 05-041, and variations from Chapter 28 of the Arlington Heights Municipal Code granted by this Ordinance are subject to the following conditions, to which the Petitioner has agreed:

1. Final engineering plans, details and calculations shall be required prior to the issuance of a building permit.

2. Location of the Fire Station dumpster shall be determined prior to the issuance of a building permit.

3. All mechanical equipment shall be completely screened.

4. The Petitioner shall comply with the Design Commission recommendation of February 14, 2017.

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

SECTION FOUR: Except as amended by this Ordinance, the provisions in Ordinance Numbers 78-026 and 05-041 shall remain in full force and effect.

SECTION FIVE: That the approval of the amendment to the Planned Unit Development granted in SECTION ONE of this Ordinance shall be effective for a period no longer than 24

months from the date of this Ordinance, unless construction has begun or such approval has been extended by the President and Board of Trustees during that period.

SECTION SIX: The Director of Building is hereby authorized to issue a permit upon proper application, in accordance with the provisions of this Ordinance and all applicable ordinances of the Village of Arlington Heights.

SECTION SEVEN: 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 20th day of March, 2017.

Village President

ATTEST:

Village Clerk

PUD:AH Police Station Amendment



Item: Bond Waiver - National Ovarian Cancer Coalition

Department: Building Services

Background

The National Ovarian Cancer Coalition is requesting a waiver of the bond requirement for their upcoming raffle held during their annual run/walk event at the Arlington International Racecourse on May 20, 2017. Tickets will be sold the day of the event from 8:00am to 10:30am, with the winner being announced at 10:30am.

Recommendation

Staff recommends the Village Board grant a waiver of the bond requirement.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description

Letter

Type

Correspondence

Rec'd 3/14/17



March 10, 2017

Valerie Gerstein
Village of Arlington Heights
Department of Building & Health Services
33 S, Arlington Heights Road
Arlington Heights, IL 60005

Dear Ms. Gerstein:

This letter is a request for a waiver of the bond requirement for a 2017 raffle license for the National Ovarian Cancer Coalition, Illinois Chapter. We are raffling a quilt made by our volunteers at our 20th annual Run/Walk to Break the Silence on Ovarian Cancer® on May 20th at Arlington International Racecourse. Proceeds from the raffle and the event will fund ovarian cancer research, help save the lives of women in our community by creating earlier awareness and educating the public about ovarian cancer symptoms, and provide support to women and their families fighting this disease.

The National Ovarian Cancer Coalition is a 501(c)(3) non-profit organization. A statement confirming our 501(c)(3) status and the 2017 Raffle License Application accompany this letter.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, reading "Sandra A. Cord".

Sandra A. Cord
NOCC Illinois Chapter Manager



Item: New Hope Academy - 3250 N. Arlington Heights Rd. - PC#17-001

Department: Planning & Community Development

Requested Action

- Land Use Variation to allow a Private School within the M-1 District

Variations Required

None identified at this time.

Recommendation

Based on revised plans received subsequent to the Plan Commission hearing, Staff is recommending that Condition #1, as recommended by the Plan Commission, be modified by the Village Board as shown below:

A public hearing was held by the Plan Commission on March 8, 2017 where Commissioner Drost moved and Commissioner Sigalos seconded:

A motion to recommend approval to the Village Board of Trustees, of PC#17-001, a Land Use Variation to allow a Private School in the M-1 District for New Hope Academy. This approval is subject to the following conditions:

1. The revised landscape plan as submitted by the property owner is subject to Village review and approval to ensure all applicable landscape requirements have been met. The landscaping as specified in the approved plan must be installed prior to occupancy of the New Hope Academy on the subject property.

The revised motion: *"The landscaping as specified in the plan dated as received on March 3, 2017, must be installed prior to occupancy of the New Hope Academy on the subject property."*

2. The subject property owner shall replace the water meter and single detector check valve as outlined in the Memorandum from the Public Works Department dated February 2nd, 2017.

3. The Petitioner shall work with the Police Department to provide a School Resource Officer (SRO) for New Hope Academy, or will make other provisions as

deemed necessary by the Police Department, if after one year or at any point in the future it is determined by the Police Department that a dedicated SRO is necessary at New Hope Academy.

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

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

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description	Type
Staff Report	Board or Commission Report
PC Minutes 3/8/17 - DRAFT	Minutes
Aerial	Exhibits
Building Floor Plan	Minutes
Plat of Survey	Exhibits
Project Narrative	Correspondence
Justification for Variation	Correspondence
Floor Plan	Exhibits
Traffic Study	Correspondence
Department Comments - Round 1	Correspondence
Petitioner Response to Department Comments - Round 1	Correspondence
Department Comments - Round 2	Correspondence
Petitioner Response to Department Comments - Round 2	Correspondence
PC Timeline Tracker	Correspondence



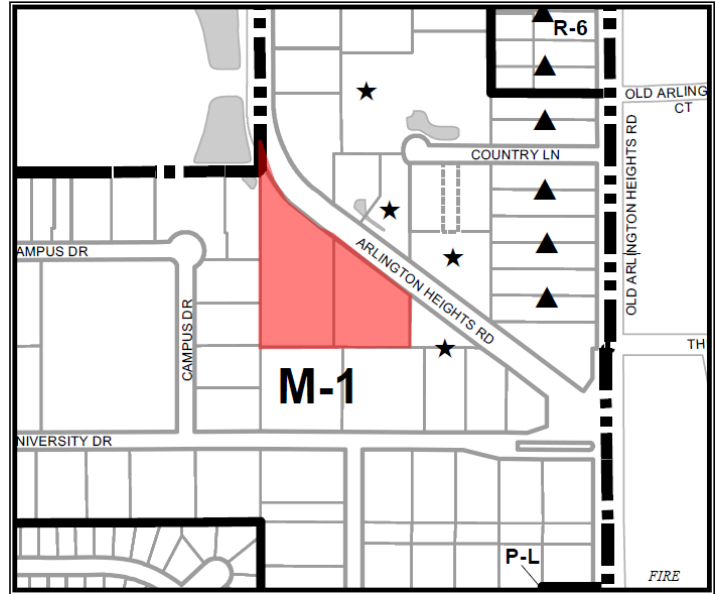
VILLAGE OF ARLINGTON HEIGHTS **STAFF DEVELOPMENT** **COMMITTEE REPORT**

File Number: PC# 17-001
Project Title: New Hope Academy
Address: 3250 N. Arlington Heights Rd., Unit 200
PIN: 03-08-102-035, 03-08-102-029

To: Plan Commission
Prepared By: Sam Hubbard, Dev. Planner
Meeting Date: March 8, 2017
Date prepared: March 3, 2017

Petitioner: Brandy Larrance
Address: 6289 Howard Street
 Niles, IL 60714

Existing Zoning: M-1, Research, Development and Light Manufacturing District



SURROUNDING LAND USES:

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	M-1, Research, Development, and Light Manufacturing District	Multi-tenant Office/Industrial Buildings	R&D, Manufacturing, Warehousing
South	M-1, Research, Development, and Light Manufacturing District	Industrial/Office Buildings	R&D, Manufacturing, Warehousing
East	M-1, Research, Development, and Light Manufacturing District	Self-Storage Facility	R&D, Manufacturing, Warehousing
West	M-1, Research, Development, and Light Manufacturing District	Industrial/Office Buildings	R&D, Manufacturing, Warehousing

Requested Action:

Land Use Variation to allow a Private School within the M-1 District.

Variations Required:

None identified.

Background

New Hope Academy is a private therapeutic day school that provides education for students with special needs in grades six through twelve. They are currently located in Niles and would like to relocate their school to Arlington Heights. Average enrollment at their existing facility is 65 students, although the proposed location in Arlington Heights would be slightly larger and they anticipate maximum enrollment to be 80 students with 31 employees. Classes are offered during the traditional fall and spring semesters and New Hope also offers summer school during June and July. Hours of operation are between 8:00am and 2:30pm on Monday through Thursday, and between 9:00am and 2:30pm on Friday. During summer school classes begin at the same time but end at 1:00pm each day. New Hope Academy would like to have the building ready for occupancy for the 2017 fall semester. Although the subject site will have a kitchen to teach life skills and small cooking projects, all students will bring their own lunch to school and no traditional cafeteria food service will be provided by the school.

The petitioner has identified an approximately 18,000 square foot space within the multi-tenant office building at 3250 N. Arlington Heights Road, which would contain 12 classrooms, a lunch room, a fitness room, and a roughly 1,000 square foot gym. New Hope does not provide transportation for students and most students are either dropped-off/picked-up by a bus or by private transportation that is paid for by the home school district where the student resides. No students are allowed to drive themselves to school. The school has two minivans that are used for student transportation when needed.

The subject property is 5.42 acres and contains a multi-tenant office building of approximately 73,000 square feet that is approximately 65% vacant. Primary access to the site comes from two driveways onto North Arlington Heights Road; the northern access point provides right-in/right-out access only, and the southern access point provides full access to North Arlington Heights Road. A third entrance/exit access drive leads from the southwestern corner of the site down to University Drive with eventual access to the lighted intersection of University Drive and Arlington Heights Road. The site contains a total of 272 parking spaces for the approximately 73,000 square foot building.

Zoning and Comprehensive Plan

The subject property is within the M-1, Research, Development and Light Manufacturing District, and private schools are not classified as either a permitted or special use within the M-1 District. Therefore, a Land Use Variation is required. The petitioner has submitted the required written justification outlining how New Hope Academy conforms to the following criteria necessary for Land Use Variation approval:

- **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, if granted, will not alter the essential character of the locality.**

With regards to the reasonable return criteria, staff concurs that subject property cannot yield a reasonable return under strict adherence to the regulations of the M-1 District. As noted in the petitioners' response, the building has been approximately 65% vacant for more than five years. Over the last year, staff has met twice with potential tenants for the vacant spaces within this building and both have been for uses that are not permitted by the M-1 District, one being a similar school user and the other being a social service provider. With the occupancy of New Hope Academy, the building vacancy rate will decrease to approximately 40%.

Additionally, staff notes that the unique layout of the building, with three separate wings, will provide a physical separation of the subject unit from the other tenants within the building. Additionally, the subject unit has its own private entrance that will be used only by the school for staff and students. This layout and separation will avoid interference between the New Hope Academy and the other tenants within the building. Staff agrees with the petitioner that the proposed Variation will not alter the essential character of the locality.

The Village's Comprehensive Plan designates the future use of the subject property as "Research & Development, Manufacturing, and Warehousing". Although the proposed land use is not directly compatible with this classification, the petitioner has demonstrated that the Land Use Variation criteria has been met, and staff believes the proposed land use is appropriate in this location.

Site Plan, Building and Landscaping

The petitioner has not proposed any modifications to the existing site or building. Staff has reviewed the existing site landscaping and determined that some of the plantings have died over the course of time and the current property does not therefore meet the landscape requirements. Staff has communicated these deficiencies to the landlord, who had provided a plan to address the site landscaping. Upon review of this plan, staff has asked for some minor changes, and a revised landscape plan was submitted on the day that this report was finalized but has not yet been reviewed. A condition of approval has been added to require the landlord make further revisions to this plan if necessary and to install the landscaping as shown on the landscape plan prior to occupancy of the subject property by New Hope Academy.

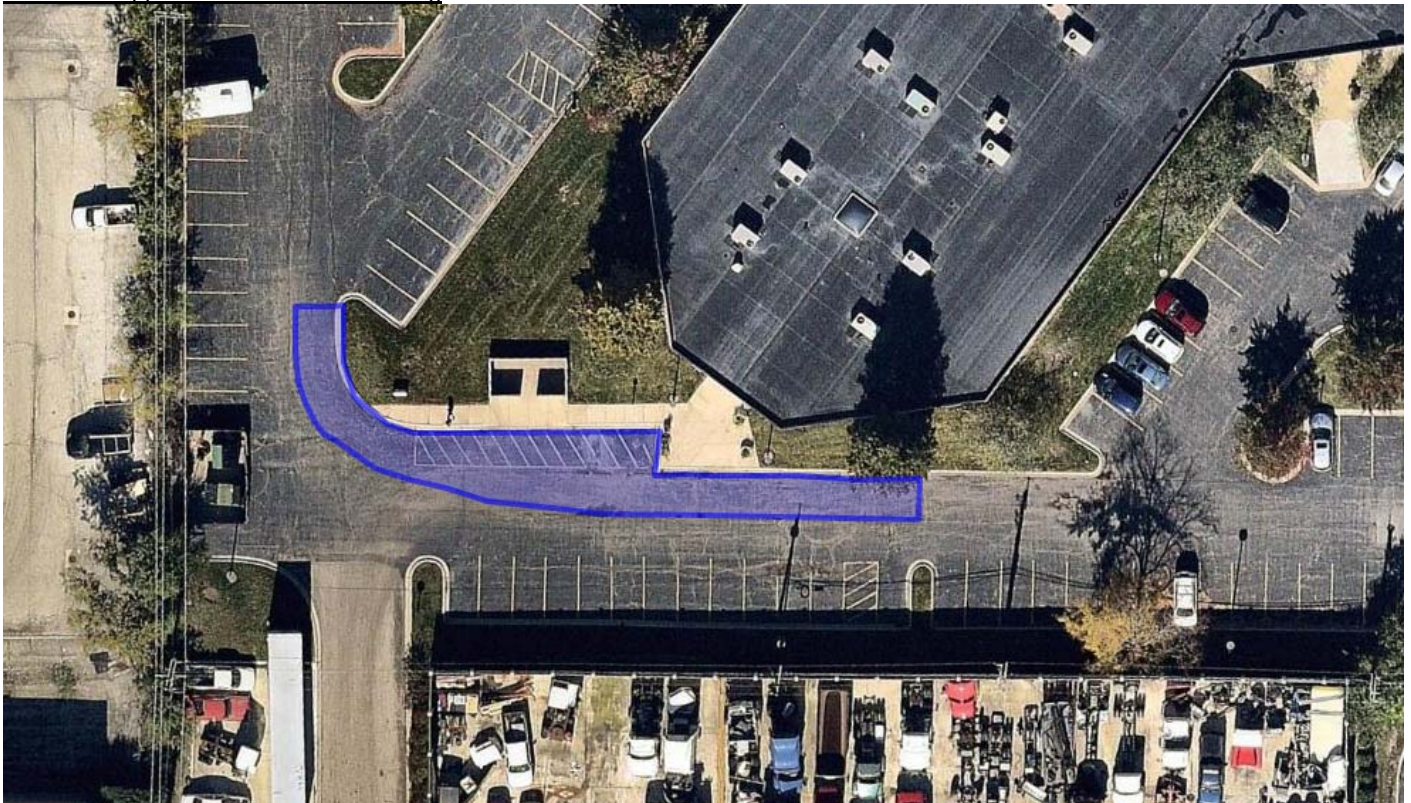
In review of the zoning application, the Public Works Department has found that the existing water meter for the building is 31 years old and obsolete. Given the increase in water usage that will be associated with the proposed tenant, a new water meter that will have better flow characteristics is needed. Additionally, the building utilizes a single detector check valve to protect the domestic water supply, which is also an obsolete piece of equipment. As part of the approval process, this valve needs to be replaced with an approved RPZ (backflow preventer). The petitioner has been made aware of these issues and is agreeable to updating this equipment. A condition of approval to require these updates has been added.

With regards to the interior of the building, the Building Department has reviewed the application and preliminary floor plan. As part of the review process, the applicant has been made aware of certain building upgrades that may be needed and code requirements that must be met. The applicant has acknowledged these requirements and indicated that they will comply with all applicable building code regulations as required by the Village.

Traffic & Parking

Student drop off occurs between 8:00am and 8:15am as cabs and busses begin to arrive with the students. Four staff members are present to help students out of their vehicle and into the building and to ensure that loading zone queuing advances promptly so as not to back up into the other areas of the parking lot. Although occasional stacking is expected to occur during this time, approximately 200 lineal feet of stacking space will be available for vehicles waiting to be unloaded. This stacking space is shown in Exhibit I below:

Exhibit I – Approximate Area for Stacking



Additionally, the parking spaces abutting this stacking area will be reserved for New Hope Academy staff, so there will be no conflict with stacked vehicles blocking access to adjacent parking stalls as all staff will arrive before drop-offs and leave after pick-ups occur. Once the vehicles have unloaded, the procedure will be to have them travel clockwise around the building to exit using the egress points along Arlington Heights Road. If these vehicles find that traffic on Arlington Heights Road makes a northbound exit too difficult, they have the option of utilizing the access drive located at the southwestern corner of the subject property, which leads out to University Drive and a lighted intersection at Arlington Heights Road.

Vehicles arriving for student pick-up begin stacking after 2:15pm. When students are dismissed at 2:30pm, four staff members are present to lead the students to their vehicles and ensure that the pick-up procedure runs efficiently. Similar to drop-off, the vehicles will be asked to circulate clockwise around the building to the egress drives along Arlington Heights Road but will also have the option of utilizing the southwestern access drive that leads to University Drive. The entire morning unloading process takes around 15 minutes and the afternoon loading process takes about 15 minutes as well. At peak enrollment, a total of 35 cabs/busses are expected to arrive in the morning for drop off and 33 in the afternoon for pick-up.

The applicant has submitted a Traffic and Parking study relative to this application and this study has been reviewed by staff. The study recommended the clockwise movement through-out the site for drop-off and pick-up vehicles, which can be enforced by New Hope Academy staff who will work with the transportation companies to establish this procedure. This will facilitate on-site circulation and minimize potential conflicts between inbound and outbound vehicles at the full access point along Arlington Heights Road. As drop-off and pick-up operation begin and end before the traditional 9:00am – 5:00pm workday, the peak in activity associated with the school will not coincide the traditional peak in vehicular activity for the remainder of the office complex.

The traffic study analyzed the intersection capacity at the full access drive ("southern drive") along Arlington Heights Road and found that inbound and outbound queuing vehicles waiting to travel across Arlington Heights Road would stack to a maximum of 2 vehicles during peak times, which would not interfere with circulation into or out of the site as there is sufficient stacking space to accommodate two vehicles at each end of this intersection. Although the outbound Level of Service is projected to decrease from a "C" to a "D" during the afternoon peak (increase in delay from 19.8 seconds to 34.5 seconds), the study found that adequate gaps in traffic will exist to allow this intersection to continue functioning in a safe manner. Finally, the traffic study did not analyze the southwestern drive aisle that leads to University Drive and staff notes that this access drive can provide an alternative method of travel if traffic conditions are become too congested at the full access intersection on Arlington Heights Road. Staff believes that the existing site and roadway network will provide for safe travel and circulation and does not believe that the proposed use will create undue or unsafe traffic conditions within the site and vicinity.

With regards to parking, the site conforms to all parking requirements. A summary of the tenants and overall parking requirement for the site is contained in Exhibit II on page 5 of this report.

School Resource Officer

For many schools within the community the Police Department assigns a School Resource Officer (SRO) to assist with service calls at the school and various school safety related functions (e.g. school lockdown procedures, school crisis plans, monitoring traffic, etc.). As a result of the increase in service demands that may be created by New Hope Academy, the Police Department will analyze the level of service needed by the school after its first year of operation. The Police Department has asked that the petitioner be required to work with the Police Department to provide a School Resource Officer (SRO) for New Hope Academy, or will make other provisions as deemed necessary by the Police Department, if after one year or at any point in the future it is determined by the Police Department that a dedicated SRO is necessary at New Hope Academy. A condition of approval has been included to address this. It may be noted that the Niles Police Department does not currently require a dedicated SRO for the existing school, although the maximum capacity of the proposed location in Arlington Heights will be approximately 20% larger than the existing school in Niles.

RECOMMENDATION

The Staff Development Committee has reviewed application PC #17-001 and recommends approval of the proposed Land Use Variation to allow a Private School on the subject property, subject to the following:

1. The revised landscape plan as submitted by the property owner is subject to Village review and approval to ensure that all applicable landscape requirements have been met. The landscaping as specified in the approved plan must be installed prior to occupancy of the New Hope Academy on the subject property.

2. The subject property owner shall replace the water meter and single detector check valve as outlined in the Memorandum from the Public Works Department dated February 2nd, 2017.
3. The Petitioner shall work with the Police Department to provide a School Resource Officer (SRO) for New Hope Academy, or will make other provisions as deemed necessary by the Police Department, if after one year or at any point in the future it is determined by the Police Department that a dedicated SRO is necessary at New Hope Academy.
4. The Petitioner shall comply with all applicable Federal, State, and Village Codes, Regulations, and Policies

March 3, 2017

Bill Enright, Deputy Director of Planning and Community Development

Cc: Randy Recklaus, Village Manager
All Department Heads
PC #17-001

Exhibit II:

Location	Use		Ratio	Number of Teachers	Number of Classrooms	Number of Students	Size (Sq. Ft.)	Parking Required
Suite 100	Vacant	Office	1 per 300 SF	-	-	-	1,859	6
Suite 101	North American Die Casting	Office	1 per 300 SF	-	-	-	2,646	9
Suite 102	Planning Dynamics	Office	1 per 300 SF	-	-	-	2,434	8
Suite 104	Tall Grass Group LLC	Office	1 per 300 SF	-	-	-	1,564	5
Suite 105	Communications Workers of America	Office	1 per 300 SF	-	-	-	3,882	13
Suite 106	Ennes & Associates	Office	1 per 300 SF	-	-	-	2,393	8
Suite 108	ACG Management	Office	1 per 300 SF	-	-	-	2,288	8
Suite 109	Lederer Vision	Medical Office	1 per 200 SF	-	-	-	5,882	29
Suite 110	Lederer Vision	Medical Office	1 per 200 SF	-	-	-	950	5
Suite 112	Vacant		1 per 300 SF	-	-	-	1,553	5
Suite 200	New Hope Academy	Elementary School	2 per employee + 1 per classroom	31	2	13	18,122	71
		High School	2 per employee + 1 per 10 students		10	67		
Suite 300	Vacant						29,389	98
Total				31	12	80	72,962	265
							Total Required	265
							Total Provided	272
							Surplus/Deficit	7

PLAN

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

COMMISSION

RE: NEW HOPE ACADEMY - 3250 N. ARLINGTON HEIGHTS ROAD - PC#17-001
 LAND USE VARIATION FOR PRIVATE SCHOOL

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 8th day of March, 2017 at the hour of 7:30 p.m.

MEMBERS PRESENT:

JOE LORENZINI, Chairman
 LYNN JENSEN
 MARY JO WARSKOW
 TERRY ENNES
 BRUCE GREEN
 GEORGE DROST
 JOHN SIGALOS
 JAY CHERWIN

ALSO PRESENT:

SAM HUBBARD, Development Planner

CHAIRMAN LORENZINI: I'd like to call to order this meeting of the Plan Commission. Would you please all rise and say the pledge of allegiance with us?

(Pledge of allegiance.)

CHAIRMAN LORENZINI: Thank you. Sam, roll call please.

MR. HUBBARD: Commissioner Cherwin.

COMMISSIONER CHERWIN: Here.

MR. HUBBARD: Commissioner Dawson.

(No response.)

MR. HUBBARD: Commissioner Drost.

COMMISSIONER DROST: Here.

MR. HUBBARD: Commissioner Ennes.

COMMISSIONER ENNES: Here.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Here.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER WARSKOW: Here.

MR. HUBBARD: Chairman Lorenzini.

CHAIRMAN LORENZINI: Here. Next item on the agenda is approval of meeting minutes for the Arlington Heights Police Station from February 22nd, 2017. Any comments or motions?

COMMISSIONER ENNES: I need to abstain, I was not at the meeting.

COMMISSIONER DROST: Nor was I.

COMMISSIONER GREEN: I'll make a motion for approval.

COMMISSIONER WARSKOW: I second.

CHAIRMAN LORENZINI: All in favor?

(Chorus of ayes.)

CHAIRMAN LORENZINI: Opposed?

(No response.)

CHAIRMAN LORENZINI: Thank you. Next item on the agenda is Public Hearing New Hope Academy, PC#17-001. Is the Petitioner here?

MS. LARRANCE: Yes.

CHAIRMAN LORENZINI: Would you please come forward? Anybody else going to testify, we'll swear everybody in at once, or just you?

MS. LARRANCE: It will just be me.

CHAIRMAN LORENZINI: Just come forward, raise your right hand. If you can stand at the end of the podium please?

(Witness sworn.)

CHAIRMAN LORENZINI: Could you please state your name and spell it for the court reporter?

MS. LARRANCE: Brandy Larrance, B-r-a-n-d-y L-a-r-r-a-n-c-e.

CHAIRMAN LORENZINI: Sam, have all the public notices been given?

MR. HUBBARD: They have.

CHAIRMAN LORENZINI: Has the Petitioner read all the conditions in the Staff report and do you agree with them?

MS. LARRANCE: Yes.

CHAIRMAN LORENZINI: Okay, thank you. Just so everybody knows, if you haven't been here before, what we're going to do, the Petitioner will give us some presentation on the project. Sam will give us the Staff report on the project. Each of the Commissioners will take a turn to ask questions, and then we'll open it up to the public if anybody has any comments or questions. We'll close that portion, come back to the Commissioners for final questions and a motion or a recommendation.

With that, would you please give us your report on the project?

MS. LARRANCE: Sure. So, like I said, my name is Brandy Larrance and I'm the executive director at New Hope Academy. New Hope Academy is currently located in Niles. We're a private therapeutic day school. We work with kids that have disabilities and special education students.

So, as you can see, I believe you have a copy in front of you of this PowerPoint. Our students, our mission is to help them become effective learners, gain personal insight, and acquire coping strategies. While students are with us, they earn school credit and work to achieve their intellectual, social and emotional potential. That's our mission for our school.

All of our students have some commonalities. They are average or above average in intelligence. They do tend to withdraw socially and emotionally. They have difficulty reading social cues and with social skills. They do slip through the cracks until their problems become severe. They have difficulty with executive function skills and that's organization skills and planning. They tend to have a talent in art and music. They do tend to struggle with gross and fine motor skills, and oftentimes they appear sad, lonely, hopeless or depressed. So, that's the profile of the kids that we work with.

Currently, we have 27 staff and we are at 66 students. So, this is kind of a projection of what we hope to be in our new facility hopefully in Arlington Heights.

The primary disabilities of the students that we service, so they have been identified with these disabilities through their public schools, are students with emotional disabilities, autism, Asperger's, other health impairment which would include things like ADD or ADHD, and then specific learning disabilities.

Did I skip something? I'm sorry. So, this is the floor plan. As you can see, it's been blacked out a little bit and it's not very detailed. But you can see the classrooms, the offices, the common area, where the art studio would be and rec area in the back.

The site plan. Just to recap the location and usage, so our square footage is 16,409 usable square feet. We will anticipate having 12 classrooms, an art studio for our students that are obviously very gifted in the arts as well, a gym and fitness room, a cafeteria, three quiet rooms, two bathrooms which are multi-stall bathrooms, a kitchen, 16 offices, two conference rooms for meetings, staff lounge, four storage closets, and two single bathrooms in the front for visitors.

Our hours of operation will remain the same as what we are now. So, we run Monday through Thursday, beginning in August, and typically we run through the end of May, although depending on when we start it can go into June. Monday through Thursday, we're in session, the students are in session from 8:15 to 2:30. Staff are in session from 8:00 to 3:45, that's their contractual hours. On Fridays, students come at 9:00, their day ends at the same time at 2:30. The staff start at 8:00 and their day ends at 3:00 on Fridays. We are not in session

Saturdays or Sundays.

For the extended school year which is summer school, it starts a couple of days after the typical school year ends, end of May-beginning of June and runs through July. We are in session Monday through Friday, same start time. Monday through Thursday at 8:15 but we end at 1:00, the students end at 1:00. On Friday, the students start at 9:00 and end at 1:00. Staff contractual hours are 8:00 a.m. to 2:00 p.m., Monday through Friday. We are not in session mid July through August.

So, we have a loading procedure for arrival and dismissal. So, looking at our new facility, transportation are to enter via the southern access drive along the south side of the building, circulate clockwise. They queue at intersections of the east-west and north-side drive. Unload vehicles will stay the same as what we do now, so the vehicles are queued up and we have four or five staff out there that assist in unloading the vehicles one at a time. So, students are greeted when their cab comes, staff escort them out of the cab just to make sure they get in the door, and then that cab pulls away and the next cab pulls up. Then they exit the northern access drive.

One of the things that we looked at was avoiding the traffic conflicts. So, currently, and what I anticipate is the total drop-off/pickup time lasts usually about 10 minutes. I can anticipate with a few more cabs maybe it would be 15. Only the reserve New Hope parking would be blocked so there wouldn't be any issue of other businesses not being able to get in and out during that arrival/dismissal time.

Staff are there before students arrive and they leave after the students so they wouldn't be blocked in either. Like I said before, staff assist in loading and unloading. It moves very quickly. We've been doing that for about 15 years so we're really good at it, and we keep traffic from obstructing the office tenant working given the reserved spots.

So, currently, we have 30 existing student vehicles. Those are buses or cabs that the school district contracts with and sends the students to us. That is in the morning. In the afternoon, there's about 28 because we have some students that don't take that transportation home. Then projected, given we're hoping to grow, would be 35 in the morning and 33 in the afternoon. Again, that's a projection. Thank you.

CHAIRMAN LORENZINI: Thank you. Sam, the Staff report please?

MR. HUBBARD: Yes.

CHAIRMAN LORENZINI: You can have a seat.

MR. HUBBARD: Thank you, Chairman Lorenzini. So, the subject property is located at 3250 North Arlington Heights Road, 200 number suite. The existing zoning of the property is M-1 which is a Research, Development and Light Manufacturing District. In the M-1 District, a private school which we classified New Hope as is not listed as a permitted or a special use, so it requires a land use variation. So, that's the reason that the Petitioner is before you this evening.

Here is the site plan showing the site and the facility. You'll notice the subject unit is highlighted in red towards the southwest corner of the site. The Applicant is not proposing any changes to the exterior of the building or to the site. So, therefore, no additional variations are needed.

The overall site is about five, just a little under five-and-a-half acres in size. The building is about 73,000 square feet in floor area. There is a total of 272 parking spots on the site. Based on all of the existing tenants plus New Hope Academy, and also factoring in the vacant spaces to be filled with future office tenants, the overall parking requirement per code is

265. So, that equates to a seven-space parking surplus and we don't anticipate there being a parking problem with the proposed use. It conforms to all parking requirements.

Again, here is the floor plan that you've seen. It's about a little under 18,000 square feet, with 12 classrooms, multiple offices, a kitchen and cafeteria, although I will mention that students do bring their own lunch so there is no nutritional food service and cafeteria service. They are all prepared and brought there. The kitchen I believe is used for some life training, skill training classes, and that's some minor cooking projects.

There is also a fitness facility and gymnasium towards the rear of the site indicated in red on the floor plan. One of the things that came up during Plat & Sub was recreation, student recreation on the site. I believe the Petitioner has indicated that they're confident the onsite fitness room and gymnasium will be able to fulfill most of their recreational needs. They do have two vans and they can be used to transport kids to offsite, like student recreation places as needed. But they don't anticipate having to use the site for any exterior recreation purposes.

So, again here is an aerial of the site. You'll notice the southwest portion of the building is the wing where New Hope would locate. There is a yellow area indicated on the aerial you'll see, and that is the primary entrance for the New Hope unit. It is an entrance only for that unit and that's where staff and children would enter and exit the building. So, they won't to share a common entrance with the other tenants in the building.

As you've heard, if you'll look at the aerial here, this is the northern access drive onto Arlington Heights Road. It's a right-in/right-out access only. This here is the southern access drive, it's a full access point onto Arlington Heights Road providing both northbound and southbound access.

So, the drop-off procedure would be buses or cabs will come and circulate through the site in this direction, come around the building clockwise, and then they would begin to stack in this area right here. So, these 20 spaces would be reserved for New Hope staff as well as some spaces on this side so the cars, the cabs and the buses that are stacking here will not conflict with other tenants in the building. The staff arrives before the buses and cabs arrive and then leave afterwards so there shouldn't be a conflict with these stacking vehicles blocking some of the parking spaces. I believe that the landlord has agreed that these spaces, 20 spaces will be dedicated to New Hope Academy.

The drop-off procedure is as you've heard. The pickup procedure takes approximately 10 to 15 minutes. Since it's going to happen relatively quickly at peak, we're anticipating 35 vehicles really should not create a big problem. There's close to 200 feet of stacking space I believe, so Staff is not anticipating this to be a major problem.

I do want to kind of highlight the main access point. This is the southern access drive onto Arlington Heights Road. The Petitioner did submit a traffic analysis and they did analyze the congestion to public streets. This was again the major intersection and anticipated at, you know, 95 percent of the time during peak traffic there would be no more than two cars stacked trying to leave the site, or two cars stacked getting into the site. So, this shows adequate room in the dedicated left turn lane for two cars, and then you can see one car here and an adequate room behind it for another car to stack without blocking the access aisles and hampering circulation throughout the rest of the site.

The traffic study did document that the level of service exiting at this intersection in the afternoon peak would go from, I believe it was a C to a D, and that equates to a 15-second additional delay for a total delay of around 35 seconds. So, really not too substantial

here. The overall analysis found that no intersection here operated at a level of service less than E which is pretty good for a major arterial like Arlington Heights Road.

Additionally, there is a third access point here, and this leads south down to University Drive with an eventual connection on the east to Arlington Heights Road. So, that provides a third means of ingress and egress to the site. So, if it's found that some of the intersections on Arlington Heights Road are congested, the cabs and buses can utilize this other exit for light intersection onto North Arlington Heights Road. I think there were, it was found that there were adequate gaps in between traffic to allow those left-hand turns in and out of the southern egress drive to allow traffic to continue to flow.

So, relative to the approval criteria, the Petitioner did submit and Staff did concur that the necessary criteria for approval have been met. Relative to the reasonable return, Staff would note that the building is approximately 65 percent vacant. It's been that way for a number of years. It's been difficult for management to attract tenants here. Over my tenure with the Village, we have talked with two potential tenants that were looking to locate here, both of them would have required a land use variation. So, I think it's been difficult for the building to be filled.

Additionally, there are some unique characteristics about the site such as the three-pronged wing design of the building. That's going to help insulate the proposed tenant from some of the other tenants in the building and minimize any conflicts in that sense. We don't feel that the proposed land use variation would alter the essential character of the locality. Peak traffic times do not coincide with the traditional 9:00 a.m. to 5:00 p.m. workday so there shouldn't be any conflict there. Again, no students are allowed to drive to this school, they're all transported via cabs and buses so there is not going to be much parking generation there.

Relative to the Comprehensive Plan, it is designated in the Comprehensive Plan as being appropriate for research and development, manufacturing and warehousing. Staff did feel that the proposed use was generally consistent with this classification although not directly compatible. But given the characteristics of the use, we felt it was appropriate at this location and did require an amendment to the Comprehensive Plan.

So, we are recommending approval of the application subject to four conditions, one of the conditions being that during the review process we looked at some of the landscaping on the site and found that over the decades that the building has been around, some of the landscaping is no longer there and has died off. So, we had asked the Applicant to update some of the landscaping. They provided a plan showing how they were going to do that. We took a look at the plan, asked for some revisions, and then we received the plan back late last week. We're still evaluating that and believe it's going to meet all the landscape requirements but we just added this condition to ensure that that plan is correct and that the missing landscaping will be installed prior to occupancy we hope.

Public Works looked at the proposed land use variation. They found that the building was served by a decades-old water heater and that they thought was obsolete, as well as a single detector check valve that should be replaced with a current RPZ. So, we're asking the property owner to update this equipment as part of the land use variation process.

Finally, when the Police Department was looking at this land use variation, they thought they may need a dedicated school resource officer for New Hope Academy. I will mention that at their current location in Niles they don't have one. A school resource officer will help with things like school lockdown procedures in the case of an emergency, a crisis management plan, will be out there every month to do a lockdown drill, sit

down with the teachers and staff and try to figure out, you know, what went right, what went wrong. That SRO will be the primary responding officer to any calls for service by the Police Department. So, they just weren't sure, given the uncertainties with this school, whether or not they may need an SRO, so this condition was added to have them evaluated after one year, and if the level of service needed is insignificant, then I don't think the Village would be looking for an SRO here. If so, we would ask New Hope to cooperate and bring an SRO in.

Final condition is just kind of our standard condition here. That concludes my presentation and I'm happy to answer any questions.

CHAIRMAN LORENZINI: Thank you, Sam. Is there a motion to include the Staff report into the public record?

COMMISSIONER DROST: I'll make that motion.

CHAIRMAN LORENZINI: Second?

COMMISSIONER ENNES: I'll second.

CHAIRMAN LORENZINI: All in favor?

(Chorus of ayes.)

CHAIRMAN LORENZINI: Let's go to the questions from the Commissioners. Commissioner Cherwin, would you like to start?

COMMISSIONER CHERWIN: Sure. Sam, you mentioned in one of your previous slides that you had a couple of other tenants that were prospective tenants that would also need land variations. Could you just describe quickly what you're referring to, like what would have been the variations needed?

MR. HUBBARD: I think there was one other similar school that came before Plat & Sub maybe about a year ago which also required a land use variation. We did have preliminary conversations with kind of a social service provider that would do a little bit of light manufacturing, but due to their programming and specific use they would have required a land use variation.

COMMISSIONER CHERWIN: Yes, I know at Plat & Sub when we talked, you put out there about the 65 percent vacancy, and on top of that I think you guys had talked about sort of the struggles that the building has. So, you know, I've been supportive of this. I think it's a good use for it. My main concerns at the committee level would have been, you know, I think looking at the comments in terms of fitting the building for the school use and the life safety and all that, making sure it's, you know, appropriate for school, for the code and the particular school use. But going through those comments, am I correct in assuming that all those comments have been addressed and that the Petitioner is willing to satisfy with the departments?

MR. HUBBARD: Yes, the Petitioner is aware of the comments from the Building Department and they don't believe that they're going to be problematic to address during build-out.

COMMISSIONER CHERWIN: Okay, and then in terms of, you know, isolating this use given that it is significantly different from the other tenants in the building in terms of the internal demising walls, et cetera, does Staff feel comfortable that this use will be secure, first of all, because it is a school site? You talked a little bit about the SRO, et cetera, but having not just that outer entrance secure with the inner entrances to make sure that that's secure I guess for the kids potentially leaving and entering the property. So, is Staff comfortable with the steps that are being taken?

MR. HUBBARD: Yes. The Police Department did not recommend any additional security measures added to the building. The particular wing that this is located in is

again isolated from the other tenants in the building. So, there is only one common corridor that leads to the back of this unit, and that corridor, you know, you really can't access many other of the tenants through that corridor. You can get to other parts of the building but there's no other tenants that have direct access from that corridor. So, I don't expect it to be too hard to track.

COMMISSIONER CHERWIN: Could you go back to your aerial when you showed the stacking on Arlington Heights Road? That was my last, that was really my biggest concern was, you know, I think my biggest concern would be here potential conflict with, you know, your left in from the northbound Arlington Heights Road really since this is a constant site of traffic. You're going to have cars inbound and outbound at the same time. So, this would be my primary concern is you have left outbound with left inbound, potentially a conflict there during the drop-off cycle. So, it sounds like that could potentially be an issue.

You know, you did mention the third access point which is that southerly drive out to University. It does sound like the Petitioner is looking to, you know, observe and make sure that if there are any problems with your egress/ingress on Arlington Heights Road, that you would utilize University. Since the committee, I've driven by there a few times and taken a look at it, so yes, you are kind of going through that industrial area. It's probably not the most ideal, but that may end up being, you know, for northbound outbound traffic, may be the safest way to do that if we see some conflicts. So, I would just say obviously keep an eye on that, you guys. That was probably my biggest concern from a site layout.

Then, you know, I guess the other thing would be that I don't know that we talked about it with Hiffman when we were going through this project, but I guess what is the Staff's perspective on once we put a school in here the ability to market the rest of this building and to keep its tenancy, was there any discussion of that? Is putting this use in here, does that deteriorate the marketability of the rest of the office building? Is that a discussion that was had?

MR. HUBBARD: I don't know if we Staff, you know, had that discussion, I don't know if we feel that way. I think certainly the landlord wouldn't want to put in a tenant that would, you know, destroy the marketability of the rest of their building. There is enough parking to accommodate additional users there so that wasn't a major concern of ours.

COMMISSIONER CHERWIN: Okay. Yes, I'm supportive of it. I appreciate the Petitioner making the adjustments and cooperating with the departments. So, good luck. No further questions.

CHAIRMAN LORENZINI: Commissioner Sigalos?

COMMISSIONER SIGALOS: Yes. You're leasing this space, correct? Is that long term?

CHAIRMAN LORENZINI: Would you come back up to the podium if you're going to answer questions?

COMMISSIONER SIGALOS: How long a term is your lease?

MS. LARRANCE: 12 years.

COMMISSIONER SIGALOS: 12 years, okay. I share a similar concern with Commissioner Cherwin here as far as the marketability of the rest of the building being it's 65 percent vacant and it's been vacant for a long time with how other tenants or prospective tenants feel about the school. I think the layout being in three wings and you're kind of isolated in one wing I think lends itself to that. So, it's a good use for that space.

Just a couple of other questions I wanted to get clarified because I was also at the Plat & Sub meeting. The kitchen, you're really not going to be doing any cooking if I remember correctly, is that correct?

MS. LARRANCE: If we do do any cooking in the kitchen, we currently have a kitchen now and we do life skills cooking, so we might do some baking, making sandwiches, small meals, things like that. But it's not a mass production of food in the kitchen. So, it's more teaching, we use it as a teaching room for students to learn those skills.

COMMISSIONER SIGALOS: I was concerned with what would be required from a code standpoint for a kitchen facility as far as ventilation and grease traps and things of that nature that you may be required to have.

MS. LARRANCE: Any codes that we need or are required, we will follow those codes.

COMMISSIONER SIGALOS: I just bring it to your attention then, depending on the degree of cooking in the kitchen. I know I saw where these, with the school districts that you serve, they provide either taxi or bus service to your school for students. Do they also compensate you for your students from their school districts or does that come from the state? Or how are you compensated?

MS. LARRANCE: So, we are paid through a mandated categorical item that is set by the federal government. So, just like the Orphanage Act or DCFS, that's how we're funded. So, every year, New Hope has to submit an audit to the Illinois Purchase Care Review Board. The Illinois Purchase Care Review Board reviews our number of students, days of attendance, and looks at our audit, and then from there sets a per diem rate. This is how it's done across the board for every therapeutic day school in Illinois. Once that rate is set, the districts are made aware of that and they pay per month on a monthly invoice. Then they are reimbursed.

Right now, a little over 97 percent of what they pay do overcap, so the districts do receive that money back through that mandated categorical.

COMMISSIONER SIGALOS: So, again, each district is paying you then?

MS. LARRANCE: Correct, per student on a monthly basis.

COMMISSIONER SIGALOS: I bring this up because the financial straits of the state of Illinois is, so --

MS. LARRANCE: I don't know what you're talking. No.

COMMISSIONER SIGALOS: That's all I have. I have no other questions.

MS. LARRANCE: Sure, sure. I understand that and I can imagine, this is like I said a mandated categorical, so it's different than the state budget which is what we hear often is the biggest struggle. This has been fully funded, this categorical item has been fully funded since the 70's.

COMMISSIONER SIGALOS: Thank you.

CHAIRMAN LORENZINI: Commissioner Drost?

COMMISSIONER DROST: Yes. From the standpoint of your constituency, in the materials, it was identified that they would be coming from School District 214. Is your Howard Street facility going to continue to operate? Or is that going to be a replacement, the facility here is going to be a replacement?

MS. LARRANCE: It will be a replacement.

COMMISSIONER DROST: So, basically, will any of those students be left behind or will there be another facility that they can basically use in the Niles area?

MS. LARRANCE: Sure. So, once a student is placed at a therapeutic day school, as indicated in their ID, they stay in that placement. So, all the students that are enrolled with us ending in our ESY or extended school year in July would continue with us into the fall in our new space. That's, legally the school districts have to keep them in their current placement.

So, to answer your question, I'm hopeful all of the districts will continue to use us as its therapeutic day school, and the students that we have enrolled will move with us to Arlington Heights from Niles. There are other schools that they possibly could attend, but once they're placed with us, that's where they would remain.

COMMISSIONER DROST: Yes, the point that I was getting at is serving our community which, you know, would be District 214. There is also the ages of 6th grade which would be junior high and there's a different school district for that. Would you be working with School District 25, School District 15?

MS. LARRANCE: Yes. We have students currently from 214 and 30 other school districts in the state of Illinois, so it's not just 214. Then we also provide access to a lot of the feeder junior high schools that go into the high school. Our junior high program is smaller than our high school program. Currently, we have 10 junior high students and 57, 56 high school students. So, it's much larger in the high school. But typically, our students that are placed with us from junior highs, wherever that happens to be, continue into our high school most of the time.

COMMISSIONER DROST: And why are you leaving Niles?

MS. LARRANCE: Our lease is up in October. We've been there for 16 years. I just think it's time for a change for us.

COMMISSIONER DROST: For a change, you hope. To Commissioner Sigalos' point, your funding comes from state or federal sources. In your lease, do you have provisions that deal with that in case there is a funding issue from the sources you have? Or do you have leave to make efforts to get private support in addition to the state support?

MS. LARRANCE: The majority of our students are placed to us through the school districts, but I do have private placed students as well. It's not equal. I definitely have more students from the school districts that attend. Therapeutic day schools have been around and servicing kids with IEPs and special education since the 70's. There is a definite growing need. Last year, the state of Illinois outplaced 9,000 students.

So, I hear what you're asking. Trend-wise and in 40 years, it's been pretty clear that there is a need for the therapeutic programs.

COMMISSIONER DROST: Yes. My evolution at least through our community has been on our Wheeling Township Mental Health Commission, and autism, this goes back decades, but autism is sort of an unidentified issue or health problem. Now it's become a mental health problem, and now it's becoming more identified. What is the statistic, one out of --

MS. LARRANCE: One out of every 18, 15 -- somewhere diagnosed with autism on the spectrum.

COMMISSIONER DROST: Yes. So, I mean that is basically my point.

MS. LARRANCE: Absolutely.

COMMISSIONER DROST: As with Commissioner Cherwin, I'm in favor of this because I think, you know, the mental health of your community is very important. If there is a resource that is nearby to serve constituents conveniently, it's a wonderful thing. If it can be supported by our tax dollars and that you're a competent manager, it all, you know, sort of fits together. I'll be waiting to hear what Commissioner Ennes has because I think he's a neighbor. So, that's all I have.

MS. LARRANCE: Thank you.

CHAIRMAN LORENZINI: Commissioner Jensen?

COMMISSIONER JENSEN: I was at Plat & Sub and I think we've covered all the issues that I had a concern about. I'd rather hear what some of the other Commissioners

or somebody from the audience all have.

CHAIRMAN LORENZINI: Commissioner Warskow?

COMMISSIONER WARSKOW: I am very supportive of this project and I have no questions at this time.

CHAIRMAN LORENZINI: Commissioner Ennes?

COMMISSIONER ENNES: I am a neighbor and a tenant of the building in the other wing. But we've discussed the vacancy, the vacancy, as I'm aware of, was due to a large tenant leaving and it's difficult to replace a large tenant. I think my knowledge and experience is the building is very well run and maintained. Whereas many other properties may have tried to put any tenants in here to stem the losses that they have experienced obviously over the years, I think they've been very wise in looking for tenants that makes use of the building.

I do have a couple of questions for the Petitioner. In regard to the, so all the students and teachers would come in the south entrance. Are there, on the north end, are there emergency exits for students in case there is a fire or something, for them to get into the main lobby and through there?

MS. LARRANCE: Yes.

COMMISSIONER ENNES: But those would be secured at other times?

MS. LARRANCE: Yes.

COMMISSIONER ENNES: There is a recreation/gym area at that south end?

MS. LARRANCE: Correct.

COMMISSIONER ENNES: The ceilings are kind of low for a gym. When you call it recreation area, what type of activity will take place in there?

MS. LARRANCE: Definitely no basketball. More speed ball, maybe a little floor hockey, you know, something that's not going to require the tall ceiling.

COMMISSIONER ENNES: So, you indicated that typically the students aren't really physically inclined?

MS. LARRANCE: I'd say that oftentimes they don't have the smaller gross motor skills that would allow them to be the superstar on a team or feel competent in physical activities. So, part of it is really working with them to have that confidence in themselves on those skill sets. You had spoken about the gym and the fitness center which will include some exercise equipment, and that really helps the students as well with the physical fitness piece of things.

COMMISSIONER ENNES: The activity that will take place in there, will it be noisy? How will it be buffered from the main foyer?

MS. LARRANCE: Sure. So, will it be noisy? There's usually, there never is more than 10 kids at a time in a classroom, that's the law. So, currently, we have students in the fitness room and they're not noisy, I don't hear them ever and we're not in a space like this. So, I mean it's not like big cheering going on or anything like that, it's pretty subdued.

COMMISSIONER ENNES: The activity isn't activity that makes a lot of noise?

MS. LARRANCE: Correct, correct.

COMMISSIONER ENNES: I think it's a very good use for the building, for your use in that area and it would warrant the variance. So, I'm supportive.

CHAIRMAN LORENZINI: Commissioner Green?

COMMISSIONER GREEN: I, too, was in the Plat & Sub and I think that, architecturally, the way the building is broken into three wings makes this a very good fit for what

you're doing. So, I'm in full support.

CHAIRMAN LORENZINI: Okay, a couple of questions. So, do the students go outside at all during the day? Or are they pretty much confined within?

MS. LARRANCE: They stay in the building, for arrival and dismissal purposes.

CHAIRMAN LORENZINI: So, the cases that come to you are from different school districts. Those school districts pay their bill to you or pay for their education. They also include transportation?

MS. LARRANCE: Correct. The districts contract with the transportation companies, we do not. So, they're --

CHAIRMAN LORENZINI: Where are the students picked up at? Another school or from their home?

MS. LARRANCE: Special ed law says that students need to go door to door. So, they're picked up at their front door, dropped off at our building, and then at the end of the day returned to the front of their house.

CHAIRMAN LORENZINI: Now, if a lot of these kids are in Niles now and they have to come way out here, there's going to be more transportation costs. Would the school districts pay for that or would they want to go somewhere else?

MS. LARRANCE: So, although our school is located in Niles, our students do not live in Niles.

CHAIRMAN LORENZINI: Okay, and you could, anybody who, like somebody who is in District 214 right here in Arlington Heights, obviously they'd probably want to go to your new location because it's a lot closer. But I assume there's already similar schools operating in the area?

MS. LARRANCE: So, Forest View Academy, but you know, I want to say, too, that all the therapeutic day schools are very different. So, we service, as you saw, that profile of students. Not every student would fit our profile, they would be better served in another school. So, part of it is finding the right fit for the student as well.

CHAIRMAN LORENZINI: Who determines, does the school district make the determination if they're eligible for this program or not?

MS. LARRANCE: Through an IEP meeting, the team would determine if the student is eligible for therapeutic day school. Once the file is sent to us and it's reviewed, New Hope Academy would then do an intake or an interview with the student and then offer that placement if the student was appropriate after the district has said yes, please go ahead and offer that.

CHAIRMAN LORENZINI: Then the few private placements that you have, I assume they don't generally qualify for the program, but the parents or somebody wants them to come to your school?

MS. LARRANCE: They fit the same profile but there's a variety of reasons that maybe their parent has opted not to go through the district and has decided to pay on their own.

CHAIRMAN LORENZINI: All right, that's all the questions I have. So, we'll go to the public comment portion of the meeting. Anybody in the audience or in attendance here have any questions or comments?

Seeing none, we'll close the public comment portion and go back to the Commissioners for final questions and deliberation or possible recommendation.

COMMISSIONER DROST: Yes, I'll make a motion.

A motion to recommend to the Village Board of Trustees approval of PC#17-001, a Land Use Variation to allow a private school within the M-1 District.

This approval shall be subject to the following conditions:

- 1. The revised landscape plan as submitted by the property owner is subject to Village review and approval to ensure that all applicable landscape requirements have been met. The landscaping as specified in the approved plan must be installed prior to occupancy of the New Hope Academy on the subject property.**
- 2. The subject property owner shall replace the water meter and single detector check valve as outlined in the memorandum from the Public Works Department dated February 2, 2017.**
- 3. The Petitioner shall work with the Police Department to provide a School Resource Officer (SRO) for New Hope Academy, or will make other provisions as deemed necessary by the Police Department if, after one year or at any point in the future, it is determined by the Police Department that a dedicated SRO is necessary at New Hope Academy.**
- 4. The Applicant shall comply with all applicable federal, state, and Village codes, regulations and policies.**

CHAIRMAN LORENZINI: Is there a second?

COMMISSIONER SIGALOS: I'll second.

CHAIRMAN LORENZINI: Roll call vote please, Sam?

MR. HUBBARD: Commissioner Cherwin.

COMMISSIONER CHERWIN: Yes.

MR. HUBBARD: Commissioner Drost.

COMMISSIONER DROST: Aye.

MR. HUBBARD: Commissioner Ennes.

COMMISSIONER ENNES: Yes.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER WARSKOW: Yes.

MR. HUBBARD: Chairman Lorenzini.

CHAIRMAN LORENZINI: Yes. Congratulations, you received a unanimous recommendation. So, this is only a recommendation. The Board of Trustees have the final say-so. Is there a date this is going to the Board of Trustees, Sam?

MR. HUBBARD: Yes, we're tentatively targeting March 20th at the Village Board. So, you'll be asked to go to that hearing, but I'll communicate with you tomorrow and over

the next week to confirm that.

CHAIRMAN LORENZINI: Okay, congratulations and good luck. Hope to see you next fall at the start of school.

MS. LARRANCE: Thank you.

CHAIRMAN LORENZINI: thank you. Any other business, Sam?

MR. HUBBARD: So, before you, you'll see the annual statement of economic interest that we're asking that you complete no later than March 31st. So, please keep that in mind.

Next month, we have two possible Plat & Subdivision projects that are trying to get their ducks in a row at the last minute, so they've been coming to us. Also, I believe Deputy Director Enright has finalized his amendments to the Zoning Code, so those may appear before us next meeting as well. That's all I have.

CHAIRMAN LORENZINI: All right, any other comments or concerns?

COMMISSIONER JENSEN: Just a question. So, have we only done this on paper or did we do this electronically? It seems like we do something --

MR. HUBBARD: Electronically.

COMMISSIONER JENSEN: Yes, we do something --

COMMISSIONER DROST: Yes.

COMMISSIONER GREEN: That's electronic.

CHAIRMAN LORENZINI: Any other questions, comments? Motion to adjourn?

COMMISSIONER WARSKOW: I'll make such motion.

COMMISSIONER CHERWIN: I'll second.

CHAIRMAN LORENZINI: All in favor, aye?

(Chorus of ayes.)

CHAIRMAN LORENZINI: Opposed?

(No response.)

CHAIRMAN LORENZINI: We're adjourned. Thank you all.

(Whereupon, at 8:15 p.m., the meeting was adjourned.)

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) SS.
COUNTY OF COOK)

I, ROBERT LUTZOW, depose and say that I

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ROBERT LUTZOW

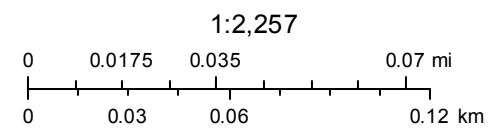
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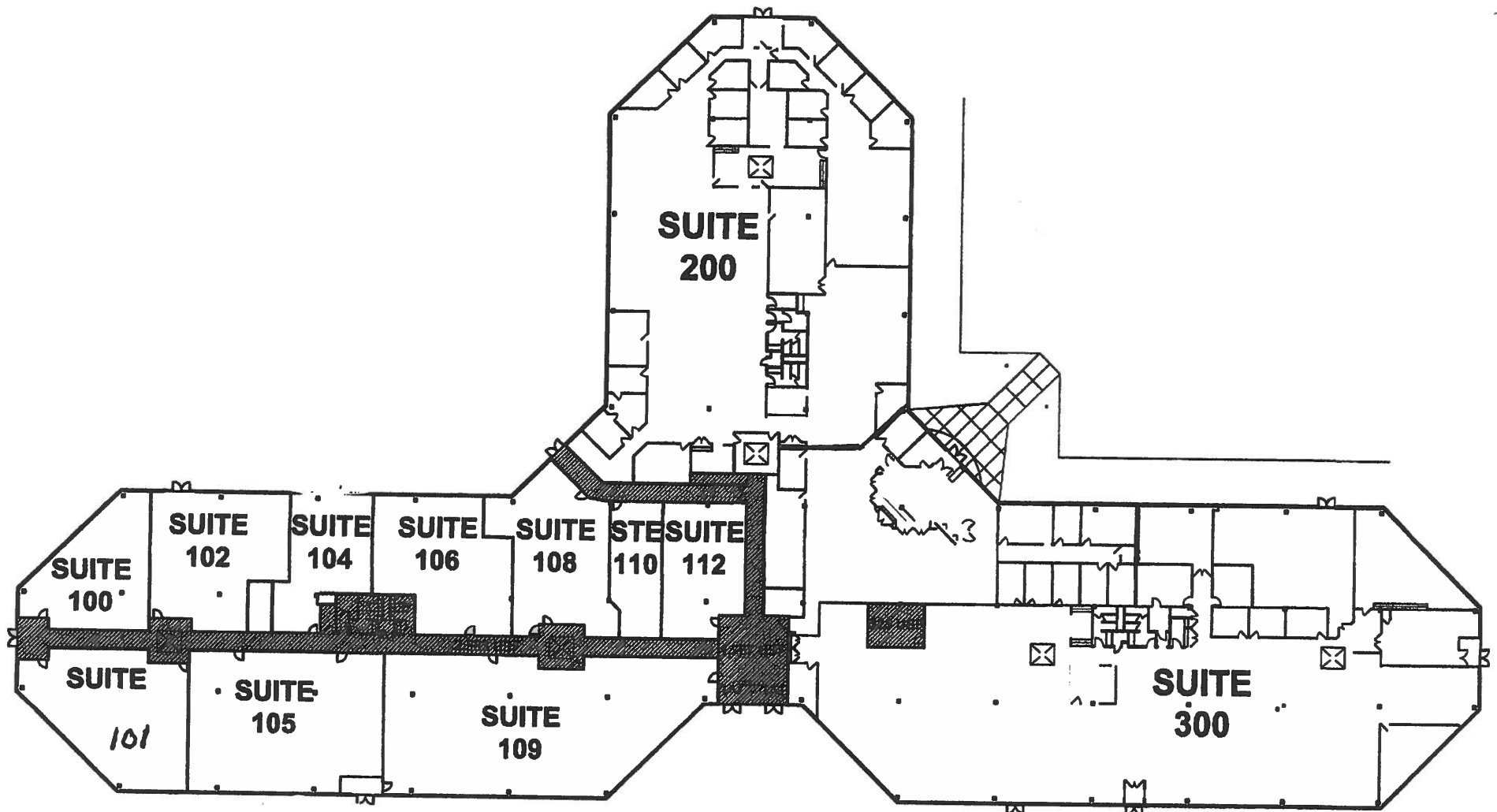
NOTARY PUBLIC

3250 N AH Rd - Aerial



January 6, 2017





Demising Plan

Scale: Not To Scale

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PARCEL 1:
ALL THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF FREEDOM SMALL FARMS, A SUBDIVISION OF PARTS OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, AND LYING SOUTH OF THE CENTER LINE OF FAIRVIEW LANE, AS SHOWN UPON PLAT OF SAID SUBDIVISION, EXTENDED TO THE WEST, IN COOK COUNTY, ILLINOIS;
EXCEPTING THEREFROM THE FOLLOWING PORTIONS THEREOF:
EXCEPTION PORTION A: THE EAST 597.14 FEET THEREOF;
EXCEPTION PORTION B: THAT PART TAKEN AND CONDEMNED IN CASE NO. 70 L 9667 BY THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS FOR RELOCATED ARLINGTON HEIGHTS ROAD;
EXCEPTION PORTION C: THAT PART LYING NORTHERLY OF THE NORTHERLY LINE OF RELOCATED ARLINGTON HEIGHTS ROAD.

PARCEL 2:
THE WEST 287.14 FEET OF THE EAST 597.14 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF FREEDOM SMALL FARMS, A SUBDIVISION OF PARTS OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, AND LYING SOUTH OF THE CENTER LINE OF FAIRVIEW LANE (EXTENDED TO THE WEST) AS SHOWN UPON PLAT OF SAID SUBDIVISION, EXTENDED TO THE WEST, IN COOK COUNTY, ILLINOIS;
EXCEPTING THEREFROM THE FOLLOWING PORTIONS THEREOF:
EXCEPTION PORTION A: THAT PART CONVEYED BY REINHOLD AND RUTH E. RUEVE TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDING BY DEED DATED JULY 16, 1970 AND RECORDED AUGUST 14, 1970 AS DOCUMENT NO. 21227390;
EXCEPTION PORTION B: THAT PART LYING NORTHERLY OF THE NORTHERLY LINE OF RELOCATED ARLINGTON HEIGHTS ROAD, BEING A LINE DRAWN BETWEEN A POINT IN THE EAST LINE OF THE AFORESAID WEST 287.14 FEET THAT IS 404.89 FEET SOUTH OF THE AFORESAID EXTENSION OF THE CENTER LINE OF FAIRVIEW LANE, AS MEASURED ALONG THE EAST LINE OF THE AFORESAID WEST 287.14 FEET, AND A POINT IN THE WEST LINE OF THE AFORESAID EAST 597.14 FEET THAT IS 192.276 FEET SOUTH OF THE AFORESAID EXTENSION OF THE CENTER LINE OF FAIRVIEW LANE.

TOTAL LAND AREA: 236,473 SQ. FT. (5.4287 AC.)

COMMON ADDRESS: 3250 NORTH ARLINGTON HEIGHTS ROAD, ARLINGTON HEIGHTS, ILLINOIS 60004-1563

PIN # 03-08-102-035

PIN # 03-08-102-029

ZONING INFORMATION (SOURCE: ARLINGTON HEIGHTS WEBSITE: WWW.AH.IL.GOV)

THE PROPERTY DESCRIBED ABOVE IS LOCATED IN ZONE M-2 RESEARCH, DEVELOPMENT AND LIGHT MANUFACTURING DISTRICT (ACCORDING TO ARLINGTON HEIGHTS MUNICIPAL CODE - SEE CHAPTER 28 SECTION 5.1-17 FOR DETAILS)

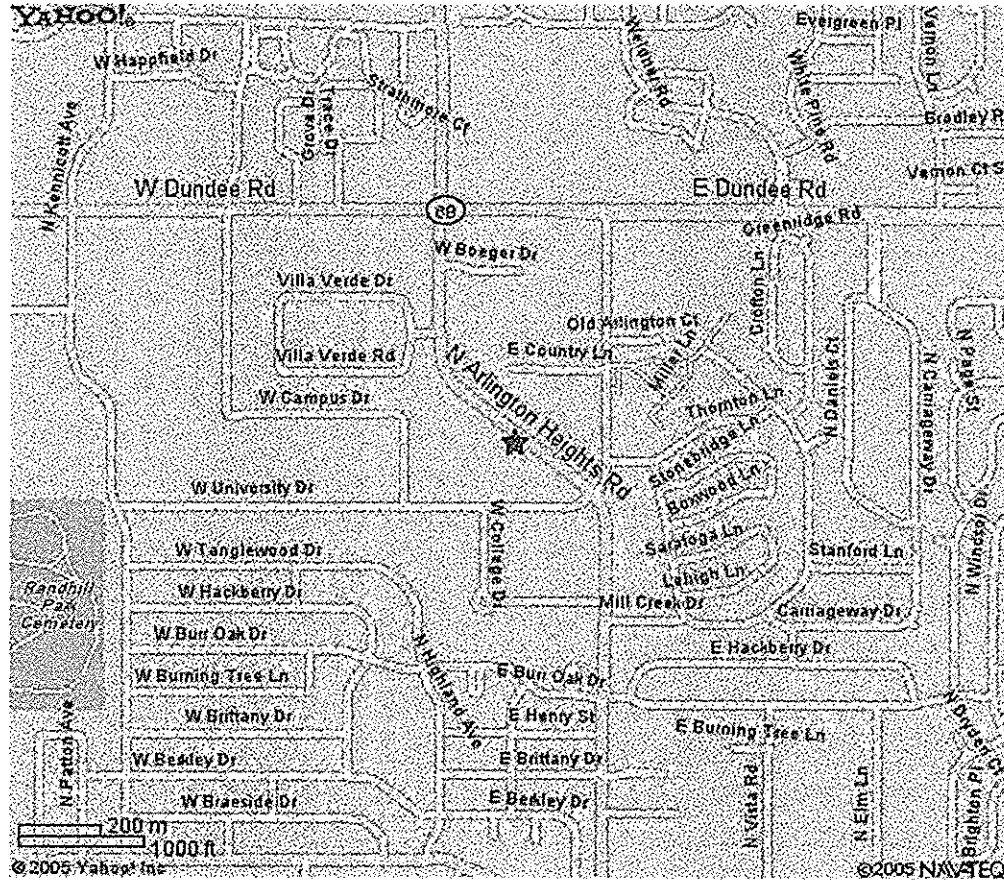
MINIMUM YARD REQUIREMENTS (5.1-17.7)
- FRONT YARD: 50 FEET
- SIDE YARD: 10% OF LOT WIDTH OR 25 FEET WHICHEVER IS GREATER
- REAR YARD: 30 FEET (50 FEET IF PROPERTY IS ADJACENT TO RESIDENTIAL DISTRICTS)

MAXIMUM FLOOR AREA RATIO: 250% (5.1-17.9)

MAXIMUM BUILDING COVERAGE: 200% (5.1-17.10)

MAXIMUM BUILDING HEIGHT: NO REQUIREMENTS (5.1-17.11)

VICINITY MAP



GENERAL NOTICE

THE RECORDED NORTHERN ILLINOIS GAS COMPANY GAS MAIN EASEMENT IS PLOTTED ON THIS PLAN PER EXHIBIT "A" PER DOC. #80072556. THE RECORDED COMED AND ILLINOIS BELL TELEPHONE COMPANY EASEMENT IS PLOTTED ON THIS PLAN PER EXHIBIT "A" PER DOC. #80074302. THESE UTILITY EASEMENTS ARE PLOTTED ON THIS PLAN OF SURVEY BASED ON THESE CHAINS. IT IS CRITICAL THAT THESE UTILITIES BE LOCATED ON THIS SITE BY JULY AND APPROPRIATE UNDERGROUND UTILITY LOCATION SPECIALISTS BEFORE EXCAVATION, THEREFORE THEIR LOCATION CAN BE VERIFIED.

SUBJECT UNIT

PARCEL 1

PARCEL 2

LOT 9
(ALSO KNOWN AS "THE HILLSIDE PARCEL")

564.64 M.

202.43 M.

ORDER NO. 69225
SCALE: 1" = 30' FEET
FIELDWORK COMPLETION DATE: FEBRUARY 28, 2006
ORDERED BY: HEINRICH & KRAMER
UPDATED: NOVEMBER 15, 2006
EASEMENTS PLOTTED: JANUARY 15, 2007

LEGEND:

- | | | |
|-------------------|---------------------------|----------------|
| CHAIN LINK FENCE | L.R. - IRON ROD | STREET LIGHT |
| WOOD FENCE | P.C. - POINT OF CURVATURE | LIGHT POST |
| IRON FENCE | R.O.W. - RIGHT OF WAY | LANDSCAPE LAMP |
| CONCRETE PAVEMENT | U.P. - UTILITY POLE | FIRE HYDRANT |
| BACK OF CURB | HANDICAPPED SPACE | WATER VALVE |
| EDGE OF CONCRETE | SEWER MANHOLE | STREET SIGN |
| PROPERTY LINE | CATCH BASIN | DECIDUOUS TREE |
| PROPERTY CORNER | CURB INLET | EVERGREEN TREE |
| IRON PIPE | UTILITY POLE W/ WIRES | IRON GUARD |

PAINTED PARKING SPACES:

265 REGULAR
6 HANDICAPPED
271 TOTAL

CERTIFY TO:

- 1) LW ARLINGTON LLC
- 2) CHICAGO TITLE INSURANCE COMPANY
- 3) FIRST BANK

FLOOD CERTIFICATION:

THE PROPERTY DESCRIBED ABOVE IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
FLOODWAY MAPS: N/A
FLOODWAY ON PROPERTY: NO
MAP 12521 DATE MAP
COMMUNITY NAME: ARLINGTON HEIGHTS VILLAGE OF
COMMUNITY NUMBER: 120056
PANEL NUMBER: 0003
MAP NUMBER: 170100003 E
EFFECTIVE DATE: NOVEMBER 5, 2000
FLOOD ZONE: 2
BASE FLOOD ELEVATION FROM FIRM (40.57'): 114.0 NOV 1929.

TO LW ARLINGTON LLC; CHICAGO TITLE INSURANCE COMPANY; FIRST BANK:
THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1.2, 3.4, 5.7, 7b-1, 7c, 8.9, 10.11a OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATE: January 15, 2007
John J. Kennedy
REGISTRATION NO. 022-003525
LIC. EXP. 11/30/2008



EXECUTIVE SUMMARY

NewHope Academy is a therapeutic day school serving the needs of students with Emotional Disabilities, Autism/Aspergers, Other Health Impairments, and Specific Learning Disabilities. Since its inception in September of 2000, over 500 students have utilized our program acquiring coping skills ensuring their success whether returning to their home school, continuing their education, or entering the job market.

OUR MISSION

NewHope Academy's mission is to provide students with a safe, therapeutic, and educational environment where they develop skills to become effective learners, gain personal insight, and acquire coping strategies to not only earn school credit, but achieve their intellectual and social-emotional potential.

CURRENTLY WE SERVE

- Grades 6 – 12
- Ages 11 – 21 years
- Students in the average to superior range of cognitive ability
- Students with:
 - Emotional Disturbance (ED)
 - Autism/Aspergers (AUT)
 - Other Health Impairment (OHI)
 - Specific Learning Disability (SLD)
- An average enrollment of 65 students
- An average daily attendance of 93%
- Ten junior high students (grades 6-8)
- 55 high school students (grades 9-12)



OUR GENERAL PHILOSOPHY

At NewHope, we provide students with a small, safe, and supportive educational environment where we treat them with respect and protect their privacy. Academic and personal success at NewHope is based on:

- Appreciation of individual differences and support for the development of the student's individual goals
- Discovering the student's strengths and understanding his/her challenges in learning how to advocate in an effective manner
- The application of a concept we call the "Principle of Time and Place"

6289 W Howard Street • Niles IL 60714 • Phone 847.588.0463 • Fax 847.588.0464 • www.nhaweb.com

CONFIDENTIAL-DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

EDUCATIONAL PROGRAM



Curriculum Night

- Academic integrity is maintained by addressing the Common Core Standards and/or Illinois State Learning standards in each academic subject
- Classroom environment that is student-based and interactive
- Tools that facilitate the development of executive functioning abilities and organization skills
- Student accommodations made based on cognitive strengths and needs
- Active case management that maintains ongoing contact with parents and home school

TREATMENT MODEL

- Multi-context treatment approach (in session, at home, in the classroom)
- Collaborative goal development with the student and his/her family
- Required family participation in treatment
- Focus on emotion-management skills
- Individualized and group social skill development
- Coordination of care with outside professionals (therapists, psychologists, psychiatrists, tutors, etc.)
- Parent support groups

THE NEWHOPE STUDENT



Tends to:

- Have an average to above-average intelligence
- Withdraw socially and emotionally
- Experience difficulty “fitting in” a mainstream environment
- Have difficulty reading social cues
- “Slip through the cracks” until their problems are severe
- Procrastinate (specifically with homework assignments and long-term projects)
- Have difficulty with executive functioning
- Have talents in art and music
- Have the potential for academic achievement
- Struggle with gross and fine motor skills
- Difficulty with social skills
- Use frequent illness as a means to avoid school and may become “school phobic”

- Appear sad, lonely, hopeless, or depressed
- Harbor anger and hostility but does not act out violently in school or in the community

THE SCHOOL DAY/YEAR

NewHope Academy is an 11-month program consisting of three semesters.

- During Semester I and Semester II, students are enrolled in six academic courses and one elective course per semester. Final exams are taken during Semesters I and II. NewHope typically begins the school year in August and graduation occurs at the end of May for a total of 176 days. Hours of operation are 8:00am-2:30pm Monday through Thursday. 9:00am-2:30pm on Friday.
- During Semester III, students complete two courses, earning two high school credits at an accelerated pace during the months of May, June, and July, 28 days total. Students must maintain a 90% attendance rate to earn this credit. Hours of operation are 8:00am-1:00pm Monday through Thursday. 9:00am-1:00pm on Friday.



BUSINESS DEVELOPMENT

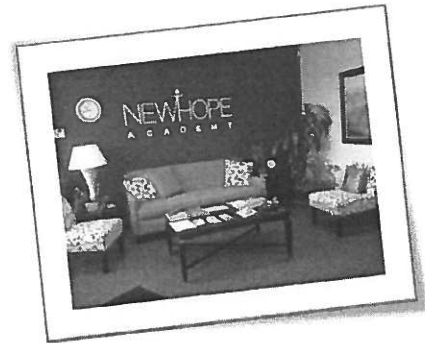
NewHope Academy (NHA) is currently leasing 13,000 square feet of warehouse space that has been converted into a school. This space limits enrollment to 65 students and we have consistently operated at maximum capacity. NHA currently services students in grades 6-12; however, with additional physical space, we could increase our current programs and services as well as open our doors to students in the elementary grades and for post high school programs.

We are interested in expanding our space. Additional space would fit our needs, allowing us to serve over 75+ students. In the year 2012, the State of Illinois outsourced 8,582 students to therapeutic day schools. Of the disabilities outsourced, NHA serves three of the four fastest growing disabilities; Emotional Disabilities, Autism, and Learning Disabilities. Due to our current space limitations, we are in the unfortunate position of turning away students in desperate need of our therapeutic and educational services. A larger space would enable us to immediately accept appropriate students versus putting them on a waiting list and/or losing them to other facilities.

NHA is among the best therapeutic day schools in the State of Illinois; known for rigorous academics and dynamic therapeutic



services. NHA teachers are dually certified in content area and special education and all therapists are Licensed Clinical Psychologists. All staff are full time and dedicated to supporting students academically and therapeutically. Most importantly, when students transition to their next environment, they are prepared to compete with their peers academically as well as manage their emotions to become successful adults.



Our well-trained and highly-qualified staff are the reason why NHA is known as the best school in Illinois serving the needs of bright students with emotional challenges. NewHope is recognized as a National School of Excellence through National Association of Special Education Teachers (NASSET). In addition, NHA was recently listed on TheBestSchools.org, as "One of the best schools in Illinois to work with students with Autism."

RECEIVED

JAN 17 2017

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

REVIEW CRITERIA

LAND USE VARIATION CRITERIA

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

3250 N. Arlington Heights Road has been over 70% vacant for more than 5 years. The national headquarters of Anthology publishing company previously occupied 70% of the building. Anthology was acquired by R.R. Donnelley who exited the building in 2011. Despite the best efforts of the CBRE and NAI/Hiffman leasing teams the property has been unable to move above the 30% leased level.

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

The attributes that make the building a perfect fit for NewHope, open ceilings, no common corridor and large contiguous vacant space, are the same attributes that inhibit leasing at the property. The cost to subdivide, build a common corridor and install drop ceilings in order to attract traditional office tenants is cost prohibitive.

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

The unique cloverleaf design of the building allows for NewHope to be the sole tenant in the 200 Wing, physically isolated from any other tenant, with their own dedicated entrance and bathrooms. The building's multiple roof mounted package HVAC units offer NewHope complete control over the physical environment of the students. The open ceiling design of the building eliminates the claustrophobic feel often found in other locations. With a parking ratio in excess of 4/1,000 the property provides ample parking for the 24 full time NewHope staff members.

The multiple parking lot entrances off Arlington Heights Road and University Avenue allow for safe and efficient ingress and egress from the property. The students will be delivered by the client school districts using vans and small buses that are easily staged along the west and south sides of the building, away from busy streets and immediately adjacent to NewHope's dedicated building entrance.

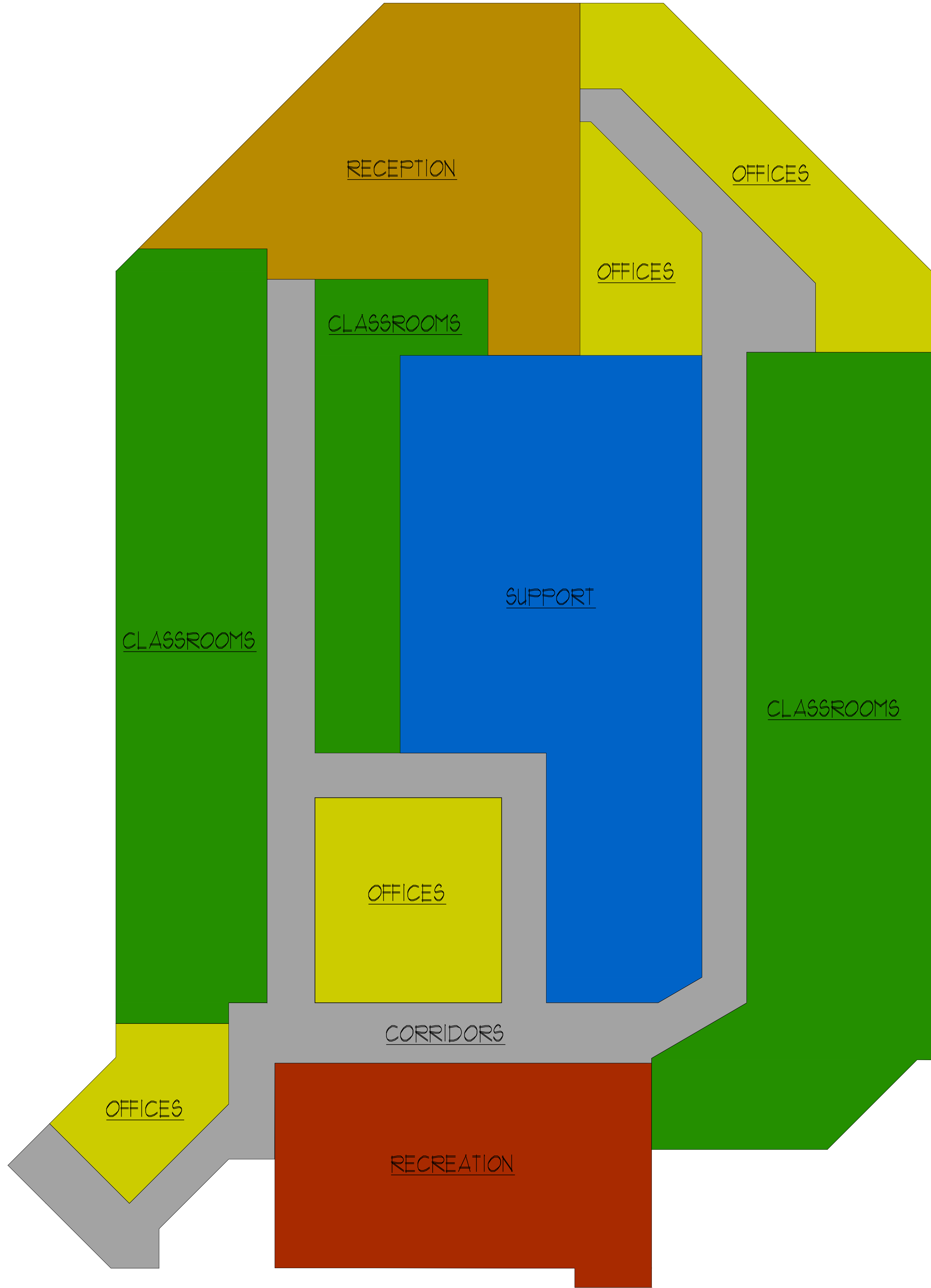
NewHope Academy is a private therapeutic day school servicing students' ages 11 through 21, grades 6 through 12, with special needs. NewHope students are average to above average intelligence, exhibit internalizing behaviors, and are typically diagnosed with an Emotional Disability or Autism.

NewHope is one of the most well-known therapeutic day schools in Northern IL, servicing over 30 school districts within a 60 miles radius. NewHope staff are highly trained experts in the areas of working with students with special needs both academically and therapeutically.

Because NewHope's students come from such a wide geographic area the 3250 N. Arlington Heights Road location is critical, with its easy access to the 355/53 north-south corridor and the Dundee & Lake Cook Road east-west corridors.

NewHope currently works with students in the 214 school district, both junior high and high school. By moving to Arlington Heights we hope to enhance that relationship. NewHope's mission is to provide rigorous academics with an intense level of therapeutic support; the end goal being to support very bright students in becoming productive members of society.

When NewHope Academy becomes part of the Village of Arlington Heights, the city will benefit not only by fostering the existing relationship between 214 and NewHope, Arlington Heights will also play a greater role in helping NewHope educate students and foster their independence towards becoming productive adults.



1 FLOOR PLAN DIAGRAM
DS01 1/8" = 1'-0"
16.409 USF



REVISIONS	
NEW HOPE ACADEMY 3250 Arlington Heights Rd., Arlington Heights, IL FLOOR PLAN DIAGRAM	
2610 Lake Cook Road Suite 280 Riverwoods, IL 60015 Ph.: (847)940-0300 Fax: (847)940-1045	Partners in Design ARCHITECTS
PROJECT NO.: 199.16.131	
DRAWN BY: CTS	CHECKED BY: WHB
DATE: 02.21.11	
SHEET NO.: DS01	



MEMORANDUM TO: David Larrance
NewHope Academy

FROM: Brendan S. May
Consultant

Luay R. Aboona, PE
Principal

DATE: January 11, 2017

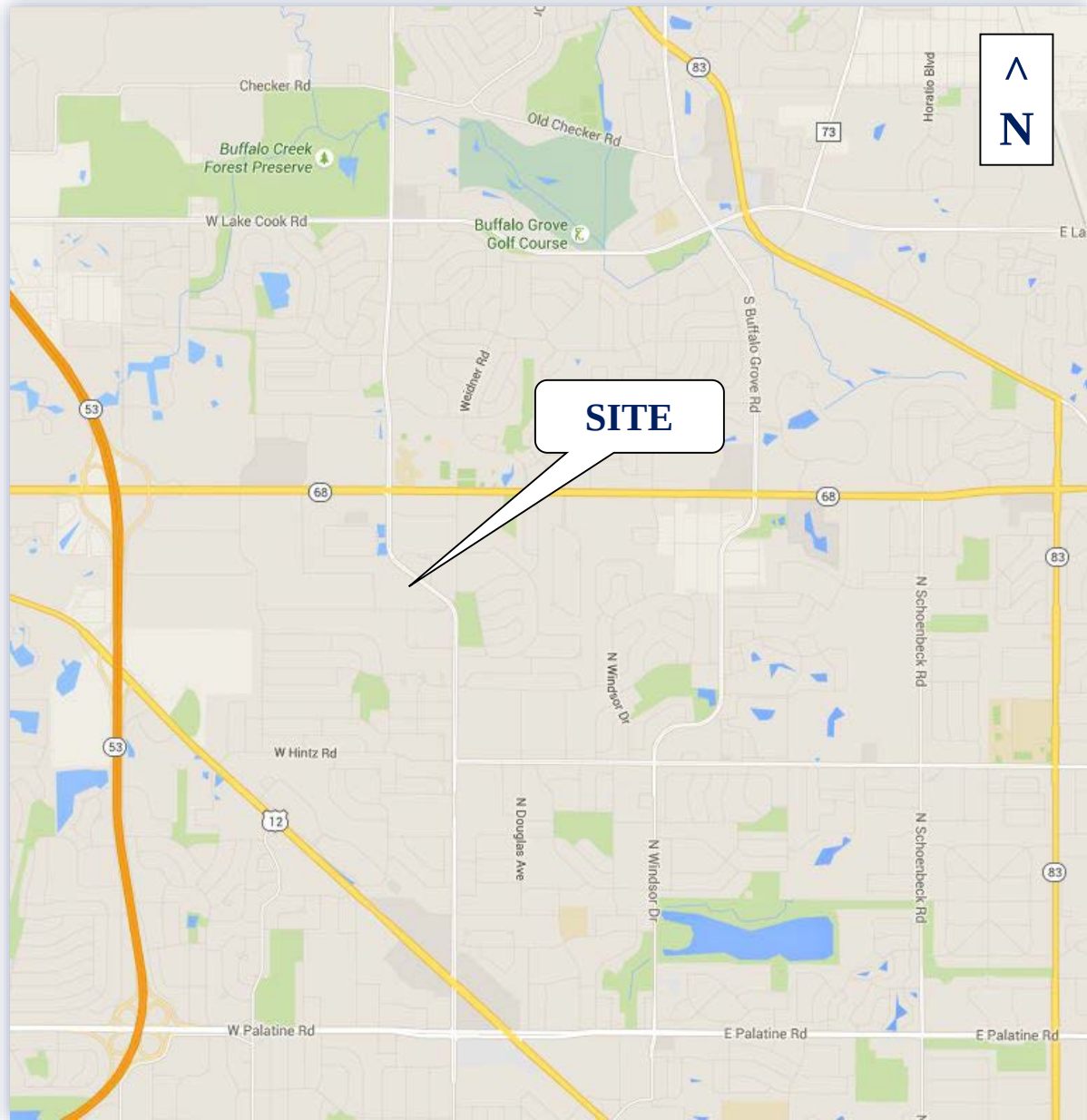
SUBJECT: NewHope Academy Relocation
Arlington Heights, Illinois

This memorandum summarizes the methodologies, results and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the relocation of the NewHope Academy from its existing location at 6289 Howard St in Niles, Illinois to 3250 N. Arlington Heights Road in Arlington Heights, Illinois. The site, which is currently vacant office tenant space, is located on the west side of Arlington Heights Road approximately 550 feet north of University Drive. **Figure 1** shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site as it relates to the surrounding area.

The NewHope Academy (NHA) is a free standing therapeutic day school serving the needs of students with emotional challenges. NHA serves students grades 6 through 12 with emotional disabilities, autism, learning disability, and other health impairments who are in need of an alternative school program, which is supportive, therapeutic and educational. As proposed, NHA will occupy approximately 16,000 square feet in the southwest vacant wing within the office building. Access to the building is to be provided via the two existing access drives off Arlington Heights Road.

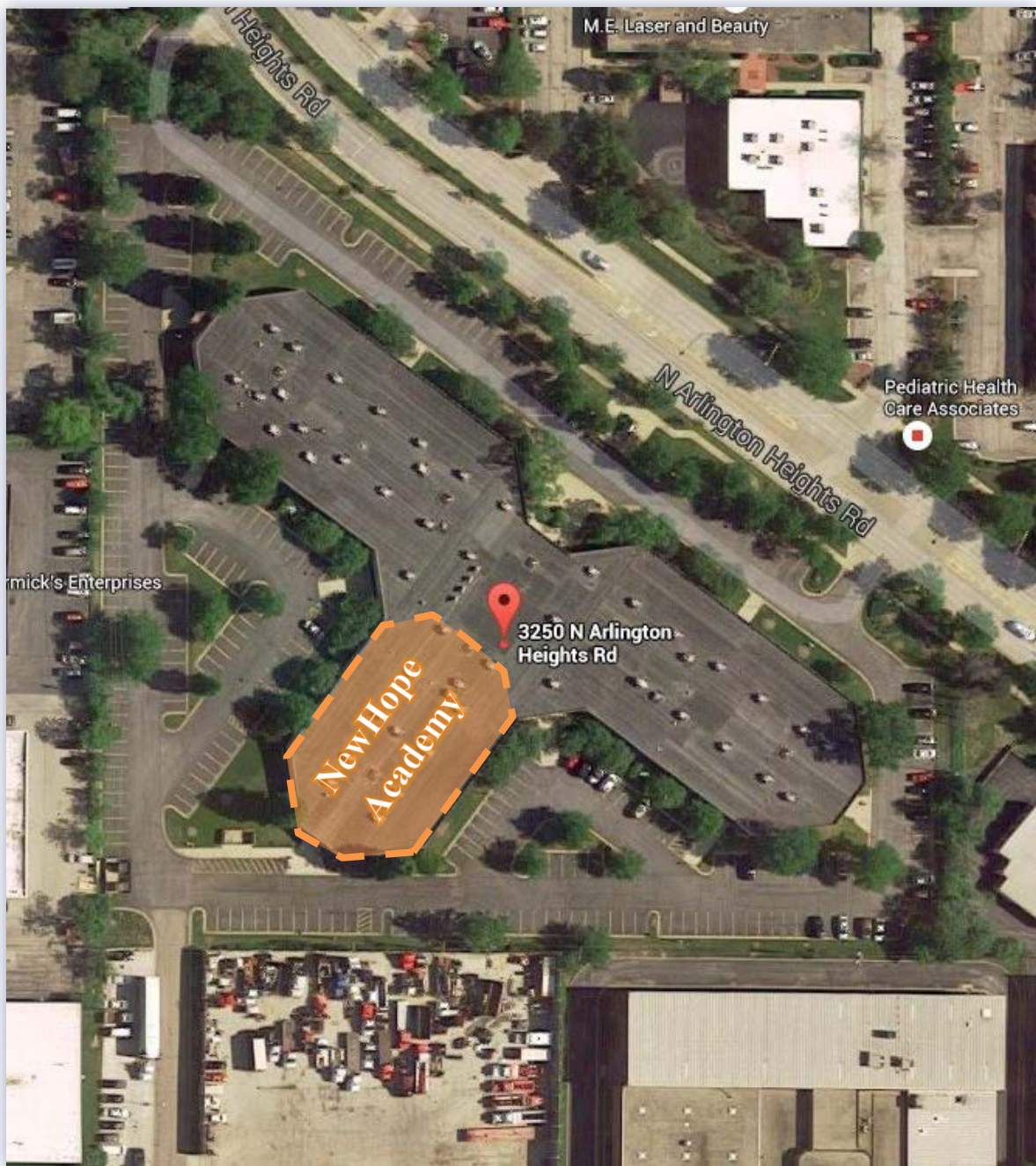
The following sections of this memorandum present the following.

- Existing roadway conditions including traffic volumes for the weekday morning and weekday afternoon peak hours
- A detailed description of the school and proposed operations
- Vehicle trip generation for the proposed school
- Directional distribution of school-generated traffic
- Future transportation conditions including access to and from the school
- Evaluation of the parking supply



Site Location

Figure 1



Aerial View of Proposed School

Figure 2

Existing Conditions

Existing traffic and roadway conditions were documented based on field visits and traffic counts conducted by KLOA, Inc. The following provides a detailed description of the physical characteristics of the roadways including geometry and traffic control, adjacent land uses and peak hour traffic flows along area roadways.

Site Location

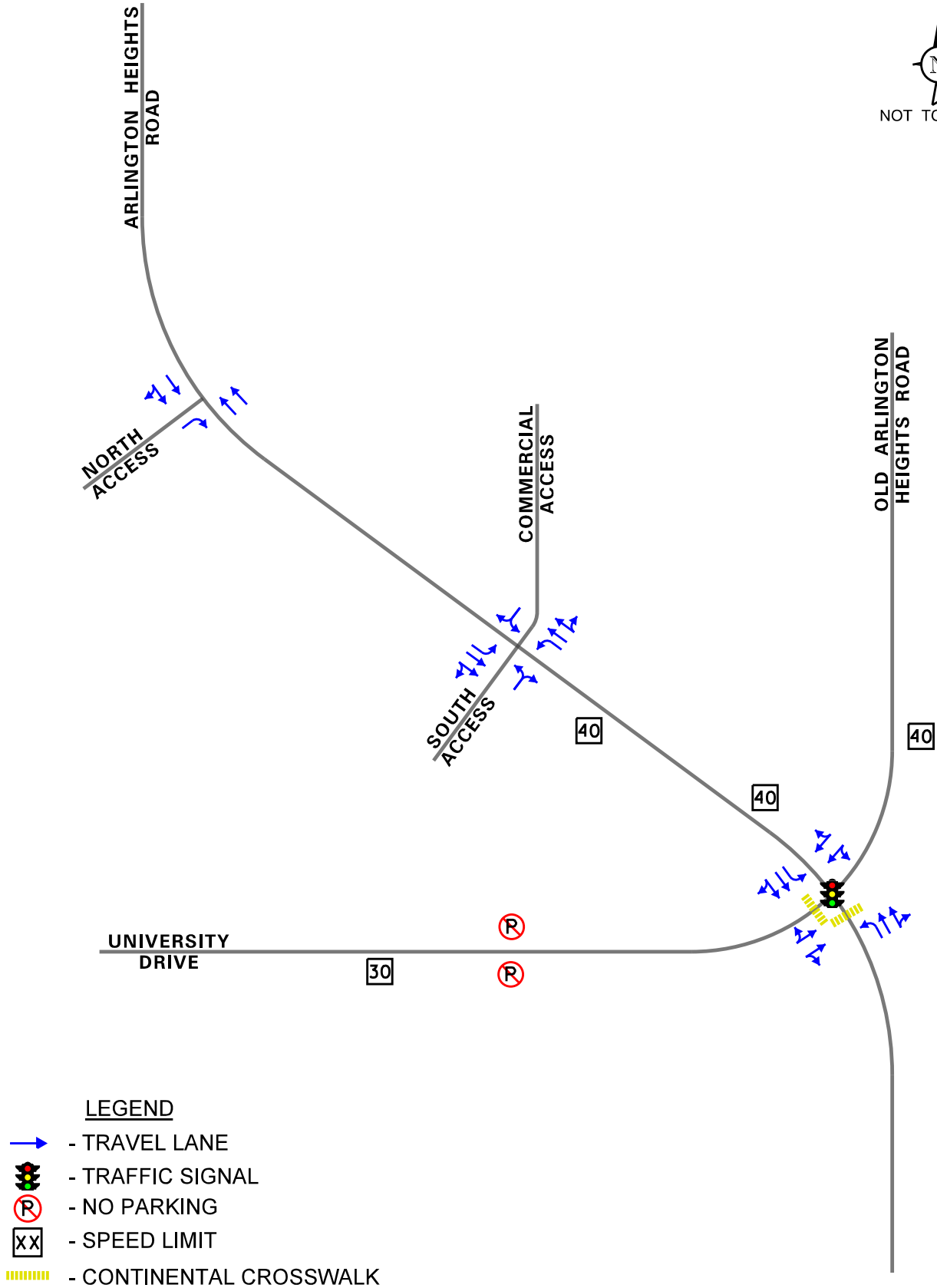
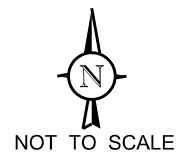
The site is located at 3250 N. Arlington Heights Road and contains a three wing office building totaling approximately 72,000 square-feet. Two wings of the office building are vacant with a total of 35,000 square feet of tenant space and the third wing containing of six tenants and 20,460 square feet of available tenant space. As proposed, the school will occupy the southwest vacant wing of the office building. Access to the site is currently provided via two access drives on Arlington Heights Road. The site provides a total of 271 parking spaces. Land uses in the vicinity of the site are primarily commercial and industrial to the north, south and west and primarily residential to the east.

Existing Roadway System Characteristics

The characteristics of the existing roadways that surround the proposed location of the schools are illustrated in **Figure 3** and described below.

Arlington Heights Road is a north-south roadway that provides two lanes in each direction separated by a raised landscaped median. At its signalized intersection with University Drive, Arlington Heights Road provides an exclusive left-turn lane, a through lane and a shared through/right-turn lane on both approaches. The northbound approach provides a high visibility crosswalk. At its unsignalized intersection with the site's southern access drive and the commercial access drive located opposite the south access drive, Arlington Heights Road provides an exclusive left-turn lane, through lane and shared through/right-turn lane on both approaches. At its unsignalized intersection with the site's northern access drive, Arlington Heights Road provides a through lane and a shared through/right-turn lane on the southbound approach. The raised landscape median creates a physical barrier limiting the north access drive to right-in/right-out movements only. Arlington Heights Road is under the jurisdiction of the Cook County Department of Transportation and Highways, carries an average daily traffic (ADT) volume of 21,800 vehicles and has a posted speed limit of 40 miles per hour.

University Drive is an east-west roadway that provides one lane in each direction. At its signalized intersection with Arlington Heights Road, University Drive provides a shared left-turn/through lane, a shared through/right-turn lane and a high visibility crosswalk on the eastbound approach. The westbound approach at this intersection is Old Arlington Heights Road that provides a shared left-turn/through land and a shared through/right-turn lane. University Drive is under the jurisdiction of the Village of Arlington Heights and has a posted speed limit of 30 miles per hour. Old Arlington Heights Road is under the jurisdiction of the Illinois Department of Transportation (IDOT) and has a posted speed limit of 40 miles per hour.



- LEGEND**
- TRAVEL LANE
 - TRAFFIC SIGNAL
 - NO PARKING
 - SPEED LIMIT
 - CONTINENTAL CROSSWALK

PROJECT:
NewHope Academy
Relocation
Arlington Heights, Illinois

TITLE:
Existing Roadway Characteristics

KLOA
Job No: 17-006

Figure: 3

NewHope Academy Operations

The NHA is an alternative day schools for students, grades 6 to 12, who are in need of an alternative school program, which is supportive, therapeutic and educational and for students who may be identified with emotional disabilities, autism, learning disability, and other health impairments. The school day for NHA is from 8:15 A.M. to 2:30 P.M. and NHA currently has approximately 26 staff members and approximately 65 students. Office hours for the schools are 7:00 A.M. to 5:00 P.M. and majority of the staff arrives before 8:00 A.M. and leaves after 4:00 P.M.

Pick-Up/Drop-Off Operations

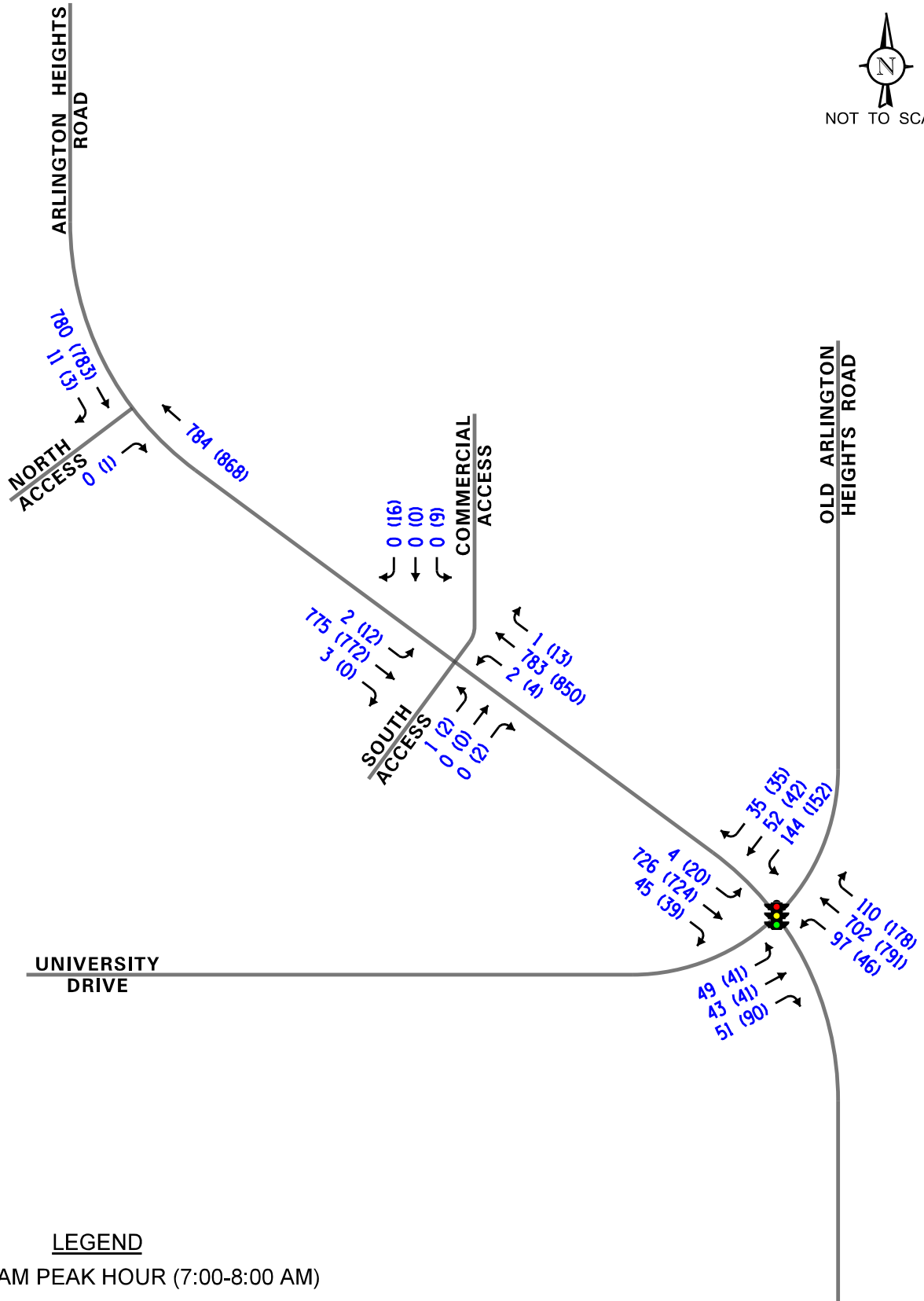
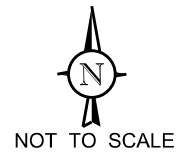
Students for NHA arrive via buses, vans or taxis. These vehicles transport the students from their home school and are provided by the home school district in which the student lives in. Drop-off operations for NHA begin at 8:15 A.M. with vehicles beginning to queue at 8:00 A.M. Pick-up operations begin at 2:30 P.M. with vehicles beginning to queue at 2:00 P.M. During both activities, multiple staff members advance vehicles waiting in queue to the front door while other faculty members walk students between the school building and their vehicle. There are currently 14 parking spaces within the vicinity of the existing school reserved for use by NHA. Pick-up/drop-off activities occur in front of these parking spaces to not obstruct parking spaces of other businesses while loading students. Based on the operations of NHA, staff arrival/departure occur before and after student drop-off/pick-up

Existing Traffic Volumes

Manual turning movement traffic counts using Miovision Scout Collection Units were conducted on Wednesday, January 4, 2017 during the morning (7:00 to 9:00 A.M.) and the afternoon (2:00 to 4:00 P.M.) peak hours at the following intersections:

- Arlington Heights Road with the Southern Full Movement Access Drive
- Arlington Heights Road with the Northern Right-In/Right-Out Access Drive

These counts were supplemented with counts previously conducted at the intersection of Arlington Heights Road with Old Arlington Heights Road/University Drive on Tuesday, April 19, 2016. These time periods were selected as they represent the peak periods of the proposed school. The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 7:00 A.M. to 8:00 A.M. and the afternoon peak hour of traffic occurs from 3:00 P.M. to 4:00 P.M. The existing peak hour traffic volumes are illustrated in **Figure 4**. These peak hours were utilized in the traffic study even though the student drop-off activities occur after 8:00 A.M. and pick up activities occur at 2:30 P.M.



LEGEND

- 00 - AM PEAK HOUR (7:00-8:00 AM)
- (00) - PM PEAK HOUR (3:00-4:00 PM)

PROJECT:

NewHope Academy
Relocation
Arlington Heights, Illinois

TITLE:

Existing Traffic Volumes

KLOA
Job No: 17-006

Figure: 4

Traffic Characteristics and Operation of NewHope Academy

To evaluate the impact of the school on the area roadway system, it was necessary to quantify the number of vehicle trips the school will generate during the weekday morning and weekday afternoon peak hours and then determine the directions from which this traffic will approach and depart the site.

Proposed Operations of NewHope Academy

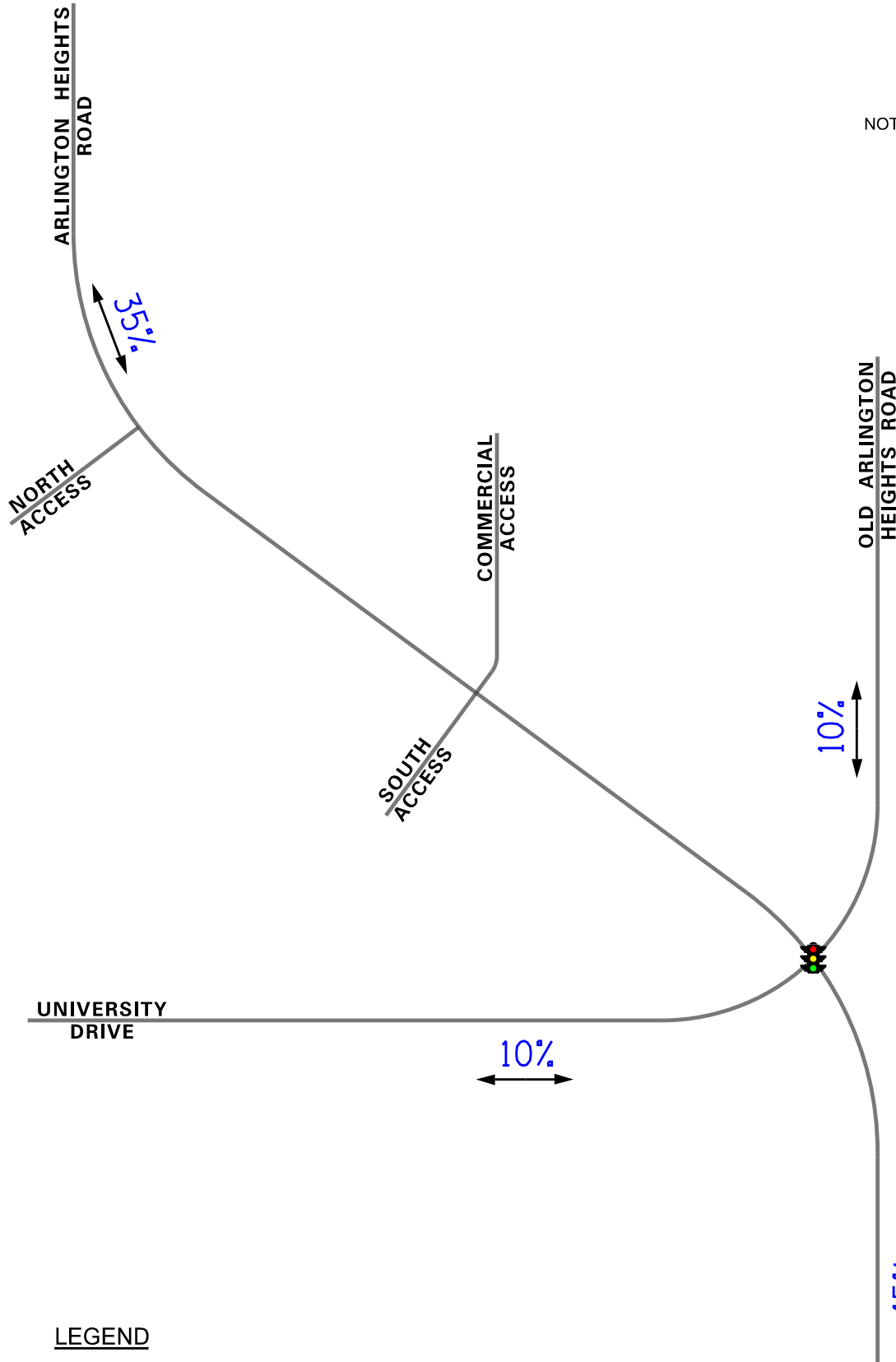
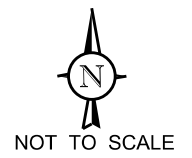
As proposed, the existing school buildings located in Niles, Illinois will be relocated to the office building at 3250 Arlington Heights Road. NHA will be located in the southwest wing of the building and will occupy approximately 16,000 square-feet of building space. With the relocation to the new facility, the school is projected to maintain their current hours of operation. However, the number of staff is projected to increase to 30 and the number of students is projected to increase to 80. Access to the schools will be provided via the two existing access drives on Arlington Heights Road. The southern access drive is a full movement access drive and provides one inbound lane and one outbound lane and the northern right-in/right-out access drive provides one inbound lane and one outbound lane. Both access drives are under stop sign control.

Pick-Up and Drop-Off Operations

In order to provide efficient drop-off and pick-up of students, it is recommended that the pick-up and drop-off traffic enter the parking lot via the southern access drive and circulate clockwise around the site. The loading zone for NHA is proposed to be along the south side of the building. With queues starting at the intersection of the east-west drive aisle with the north-south drive aisle to the west of the vestibule. Consistent with the existing pick-up and drop-off operations and with the assistance of staff members, students will be unloaded one vehicle at a time at the main entrance. One or more staff members will be used to advance vehicles within the loading zone to efficiently manage the queue of vehicles. The pick-up and drop-off traffic will then exit the site via the northern access drive. These operations will be similar to the operations currently in effect at the school which will be a system familiar by both staff and the drivers of student transportation vehicles. Similar to their existing facility, it is recommended that 20 parking spaces on the south side of the east-west drive aisle in the vicinity of the school be reserved for NHA due to the projected increase in the number of staff members.

Directional Distribution of Site Traffic

The directional distribution of how traffic will approach and depart NHA was based on the existing travel patterns, the existing roadway characteristics and the traffic controls surrounding the site. **Figure 5** illustrates the estimated directional distribution for NHA traffic. As previously indicated it is recommended that the pick-up/drop-off traffic exit the site via the northern access drive to promote efficient on site circulation. Due to the raised median, all traffic will be required to turn right. As such, the percentage of traffic projected to travel north on Arlington Heights Road upon egress was assigned to turn left onto Old Arlington Heights Road or right onto University Drive.



LEGEND

00% - PERCENT DISTRIBUTION

PROJECT:
NewHope Academy
Relocation
Arlington Heights, Illinois

TITLE:
Estimated Directional Distribution

KLOA
Job No: 17-006

Figure: 5

Site Traffic Generation

The estimate of traffic to be generated by the proposed school was based on observations of drop-off and pick-up activity occurring at the existing school during the drop-off/pick-up time periods. School officials have indicated that they expect the number of students to increase from 65 to 80 students. Therefore, the existing student transportation vehicles observed were increased proportionally to reflect increased student enrollment. **Table 1** summarizes the existing student transportation vehicle observed and the projected number of student transportation vehicles based on increased student enrollment.

Site Traffic Assignment

The peak hour traffic volumes projected to be generated by the student transportation vehicles were assigned to the area roadways based on the directional distribution analysis (Figure 5) and are shown in **Figure 6**. It should be noted that the peak hour of student activity occurs between 8:00 and 9:00 A.M. and 2:00 to 3:00 P.M. In order to provide a conservative (worst case) analysis, the traffic projected to be generated by the student transportation vehicles was transposed onto the adjacent roadway peak hours (7:00 to 8:00 A.M. and 3:00 to 4:00 P.M.) where traffic along Arlington Heights Road was higher than during the school peak hours of activity.

Other Development Traffic

To account for the full occupancy of the office building, vehicle trips were generated for the remaining 39,460 square-feet of vacant tenant space located in the northwest and southeast wings of the office building. The volume of traffic generated was estimated using data published in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition. **Table 2** tabulates the total trips anticipated from this vacant office space for the weekday morning and weekday evening peak hours and the peak hour traffic volumes were assigned to the area roadway based on the direction distribution analysis (Figure 5) and are shown in **Figure 7**.

Total Projected Traffic Conditions

Figure 8 illustrates the total projected traffic volumes that include the existing traffic volumes (Figure 4), the traffic projected to be generated by the school drop-off/pick-up activity (Figure 6) and the traffic projected to be generated by the vacant office space (Figure 7). It should be noted that the total projected traffic volumes represent a worst case condition due to the fact that the school pick-up/drop-off generated traffic was transposed on the roadway peak hour of traffic. Furthermore, the evening peak hours of traffic for the office building were transposed onto the evening peak hours of traffic for the proposed schools when operating hours for office buildings generally occur between 4:00 and 6:00 P.M. while the evening peak hours of operations for schools generally occur between 2:00 and 4:00 P.M.

Table 1

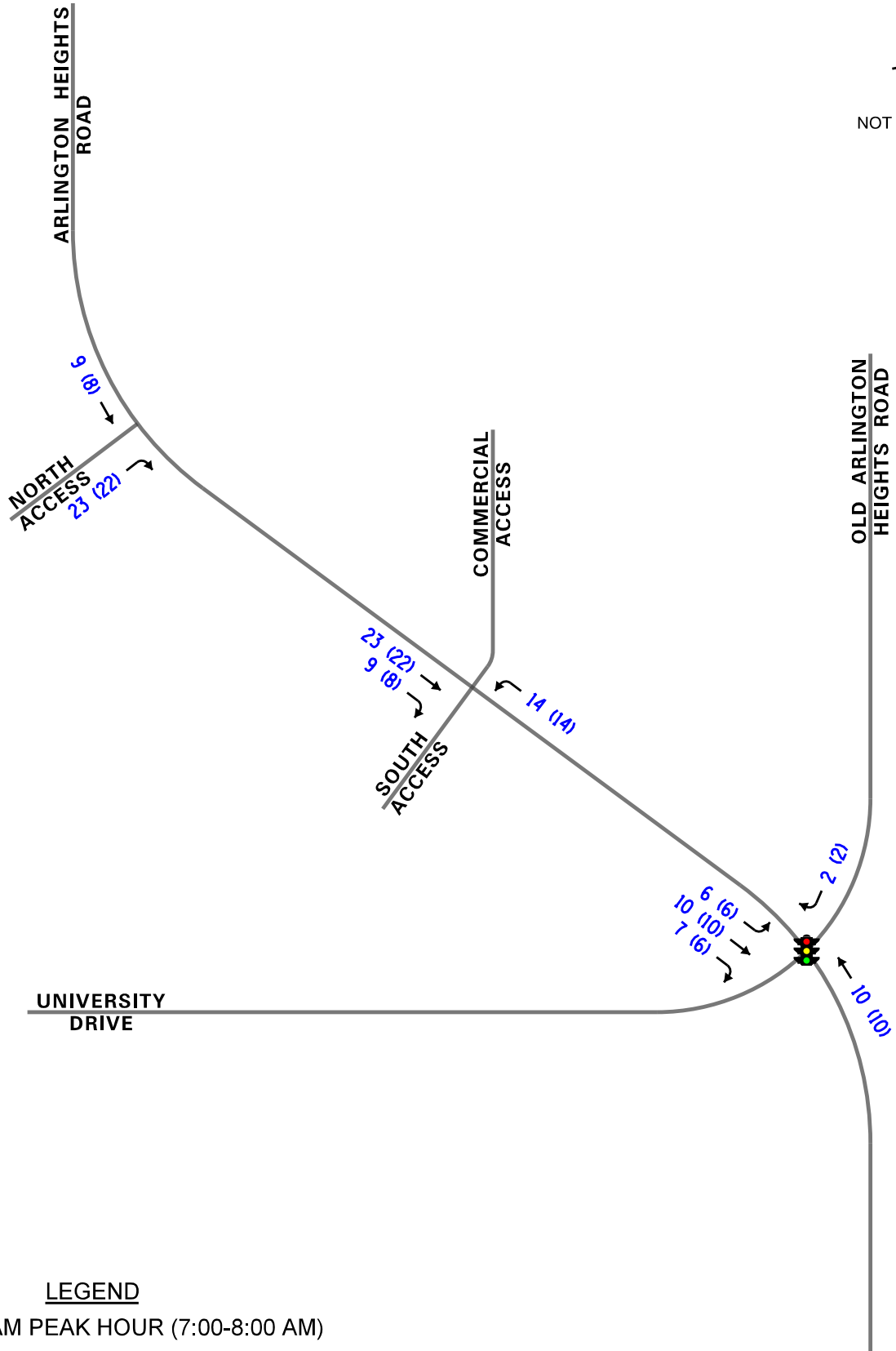
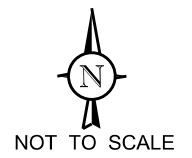
ESTIMATED SCHOOL-GENERATED TRAFFIC VOLUMES

NewHope Academy	Morning Peak Hour			Afternoon. Peak Hour		
	In	Out	Total	In	Out	Total
Existing Student Transportation Vehicles ¹	19	19	38	18	18	36
Projected Student Transportation Vehicles²	23	23	46	22	22	44
1-As observed at the existing school						
2-Increased by 23 percent due to increased student enrollment						

Table 2

ESTIMATED VACANT OFFICE BUILDING-GENERATED TRAFFIC VOLUMES

Land Use	Morning Peak Hour			Evening Peak Hour		
	In	Out	Total	In	Out	Total
Vacant Office Building Tenant Space (39,460 s.f.)	80	11	91	21	102	123



LEGEND

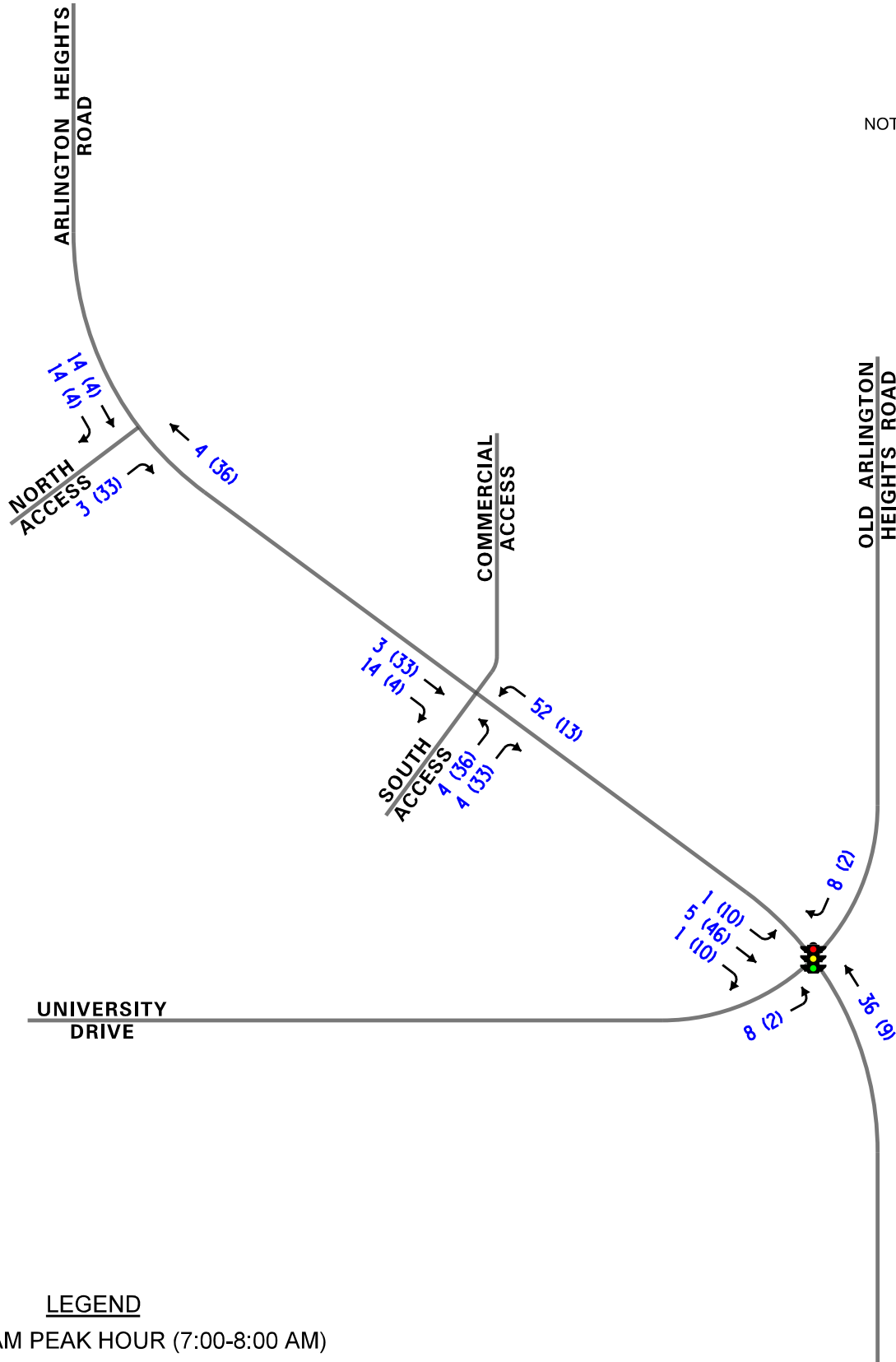
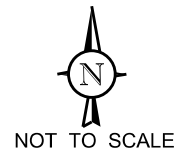
- 00 - AM PEAK HOUR (7:00-8:00 AM)
- (00) - PM PEAK HOUR (3:00-4:00 PM)

PROJECT:
NewHope Academy
Relocation
Arlington Heights, Illinois

TITLE:
Estimated Site Traffic Assignment

KLOA
Job No: 17-006

Figure: 6



LEGEND

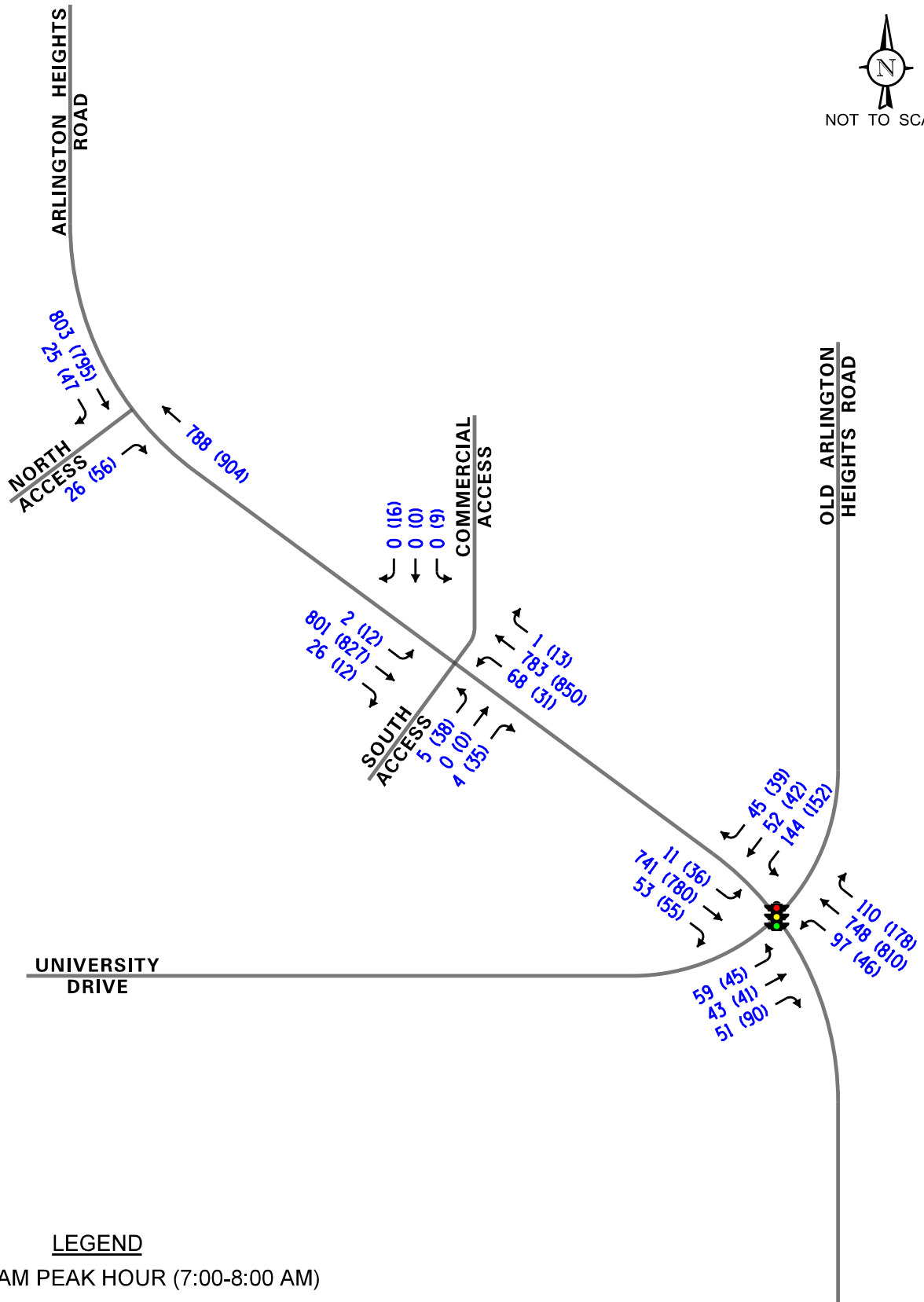
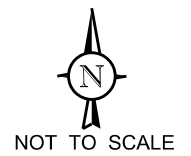
- 00 - AM PEAK HOUR (7:00-8:00 AM)
- (00) - PM PEAK HOUR (3:00-4:00 PM)

PROJECT:
NewHope Academy
Relocation
Arlington Heights, Illinois

TITLE:
Vacant Office Space
Traffic Assignment

KLOA
Job No: 17-006

Figure: 7



LEGEND

- 00 - AM PEAK HOUR (7:00-8:00 AM)
- (00) - PM PEAK HOUR (3:00-4:00 PM)

PROJECT:
NewHope Academy
Relocation
Arlington Heights, Illinois

TITLE:
Total Projected Traffic Volumes

KLOA
Job No: 17-006

Figure: 8

Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday afternoon peak hour periods. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modification are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and afternoon peak hours for the existing and projected traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 2010 and analyzed using the Synchro/SimTraffic 8 software. The analysis for the traffic-signal controlled intersections were accomplished using field measured cycle lengths and phasings to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing and projected conditions are presented in **Tables 3 and 4**, respectively. A discussion of the intersections follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 3
CAPACITY ANALYSES RESULTS – EXISTING CONDITIONS

Location	Morning Peak Hour		Afternoon Peak Hour	
	LOS	Delay	LOS	Delay
Arlington Heights Road with University Drive ¹				
- Overall	B	12.1	B	12.4
- Northbound Approach	A	8.1	B	10.0
- Southbound Approach	B	12.2	B	10.4
- Eastbound Approach	B	17.1	B	14.9
- Westbound Approach	C	24.9	C	28.3
Arlington Heights Road with South Access Drive ²				
- Eastbound Approach	E	35.3	C	19.8
- Westbound Approach	--	--	C	17.5
- Northbound Lefts	A	9.9	A	9.4
- Southbound Lefts	A	9.5	A	9.2
Arlington Heights Road with North Access Drive ²				
- Eastbound Approach	--	--	B	11.0
LOS - Level of Service Delay is measured in seconds. 1-Signalized Intersection 2-Unsignalized Intersection				

Table 4

CAPACITY ANALYSES RESULTS – PROJECTED CONDITIONS

Location	Morning Peak Hour		Afternoon. Peak Hour	
	LOS	Delay	LOS	Delay
Arlington Heights Road with University Drive ¹				
- Overall	B	12.7	B	13.1
- Northbound Approach	A	8.9	B	11.4
- Southbound Approach	B	13.0	B	10.7
- Eastbound Approach	B	17.6	B	15.1
- Westbound Approach	C	23.4	C	28.0
Arlington Heights Road with South Access Drive ²				
- Eastbound Approach	E	38.5	D	34.5
- Westbound Approach	--	--	C	21.2
- Northbound Lefts	B	11.1	B	10.5
- Southbound Lefts	A	9.5	A	9.2
Arlington Heights Road with North Access Drive ²				
- Eastbound Approach	B	12.6	B	12.0
LOS - Level of Service Delay is measured in seconds. 1-Signalized Intersection 2-Unsignalized Intersection				

Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identify any roadway and traffic control improvements needed to accommodate the school traffic.

Arlington Heights Road with University Drive and Old Arlington Heights Road

The results of the capacity analyses indicate that overall this intersection currently operates at level of service (LOS) B during the weekday morning and weekday evening peak hours. Assuming future conditions, this intersection is projected to continue operating at LOS B during both peak hours with increases in delay of less than one second. Furthermore, all of the approaches are projected to continue operating at existing levels of service with increases in delay of less than two seconds. As such, the proposed relocation of NHA will have a limited impact on the operations of this intersection and no roadway improvements or signal modifications will be required.

Arlington Heights Road with South Access Drive and Commercial Access Drive

The results of the capacity analyses indicate that the eastbound approach at this intersection currently operates at LOS E during the weekday morning peak hour and at LOS C during the weekday evening peak hour. Assuming future conditions, the eastbound approach is projected to continue operating at LOS E during the weekday morning peak hour with increase in delay of approximately three seconds and is projected to operate at LOS D during the weekday evening peak hour with increase in delay of approximately fifteen seconds. Furthermore, the 95th percentile queues for the eastbound approach are projected to be one to two vehicles during both peak hours. The westbound approach currently operates at LOS C during the weekday evening peak hour and is projected to continue operating at LOS C with increases in delay of approximately four seconds. Additionally, northbound and southbound left-turns onto the access drives are projected to operate at LOS B or better during the peak hours with 95th percentile queues of one to two vehicles which can be contained within the provided storage. As such, this access drive will be adequate in accommodating the traffic projected to be generated by the proposed development and will provide flexible access and efficient on-site circulation.

Arlington Heights Road with Northern Access Drive

The results of the capacity analyses indicate that the eastbound approach currently operates at LOS B during the weekday evening peak hour. Assuming future conditions, the eastbound approach is projected to continue operating at LOS B during the peak hours with increases in delay of approximately one second and 95th percentile queues of one to two vehicles. As such, this access drive will be adequate in accommodating the traffic projected to be generated by the proposed development and will provide flexible access and promote efficient on-site circulation.

Pick-up and Drop-off Operations Evaluation

As proposed, the pick-up and drop-off traffic will enter the parking lot via the southern access drive and circulate clockwise around the site and exit at the northern access drive. The loading zone for NHA is recommended to be along the south side of the building. Using the southern access drive for inbound movements only and the northern access drive for outbound movements only will promote one-way circulation around the site and will minimize the potential conflicts between inbound and outbound vehicles at the southern access drive. As previously indicated, peak pick-up and drop-off activity lasts for approximately 15 to 20-minutes for the school and this activity will not occur during the peak hour activity for the faculty and staff of the school or the peak hour of activity for the remainder of the office building tenants.

It should be noted that the queueing of vehicles along the school's southern frontage will block the parking spaces for the proposed school and a portion of the existing office building tenant parking. Since all faculty and staff will arrive before drop-off and leave prior to pick-up operations, blocking the school spaces will not have an impact on site circulation if these spaces are reserved for NHA use only. Additionally, faculty and staff should be used to ensure loading zone queueing advances promptly and does not obstruct office tenant parking spaces.

Conclusion

Based on the proposed school plans and the preceding traffic impact study the following was determined.

- The traffic to be generated by the proposed schools will not have a significant impact on the operations of the site or the surrounding roadway network.
- The existing access system can accommodate the traffic projected to be generated by NHA and full occupancy of the vacant office building space.
- The peak hours of the pick-up and drop-off operations of the schools do not coincide with the peak hours for the arrival and departure of faculty and staff and the full occupancy of the office space.
- Pick-up and drop-off queuing will occur along the south frontages of the proposed school wing. A queue of approximately 19 vehicles (mix of buses and passenger vehicles) can be accommodated on the south frontages of the school with vehicles double stacked within the drive aisle.
- Similar to their existing facility, it is recommended that 20 parking spaces on the south side of the east-west drive aisle in the vicinity of the school be reserved for NHA due to the projected increase in the number of staff members.
- Student transportation vehicles will enter the site via the southern access drive and exit via the northern access drive which will ensure vehicles will traverse clockwise around the subject office building and minimize conflicts occurring between inbound and outbound vehicles at the southern access drive.

Appendix

Traffic Counts



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400
Rosemont, Illinois, United States 60018
(847)518-9990

Count Name: Arlington Heights and Old
Arlington Heights
Site Code:
Start Date: 04/19/2016
Page No: 1

Turning Movement Data

Start Time	University Drive Eastbound						Old Arlington Heights Road Westbound						Arlington Heights Road Northbound						Arlington Heights Road Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
7:00 AM	0	27	13	7	0	47	0	31	12	13	0	56	0	19	245	23	0	287	0	2	155	11	0	168	558
7:15 AM	0	10	13	15	0	38	0	34	8	8	0	50	0	17	168	28	0	213	0	1	228	16	0	245	546
7:30 AM	0	7	7	15	0	29	0	50	15	9	0	74	0	20	133	29	0	182	0	1	177	8	0	186	471
7:45 AM	0	5	10	14	0	29	0	29	17	5	0	51	0	41	156	30	0	227	0	0	166	10	0	176	483
Hourly Total	0	49	43	51	0	143	0	144	52	35	0	231	0	97	702	110	0	909	0	4	726	45	0	775	2058
8:00 AM	0	4	11	14	0	29	0	38	12	6	0	56	0	24	132	35	0	191	0	2	154	5	0	161	437
8:15 AM	0	9	10	8	0	27	0	27	6	3	0	36	0	23	136	42	0	201	0	3	163	10	0	176	440
8:30 AM	0	8	4	10	0	22	0	56	6	11	0	73	0	20	160	29	0	209	0	5	161	9	0	175	479
8:45 AM	0	11	12	17	0	40	0	42	14	5	0	61	0	25	163	36	0	224	0	4	156	14	0	174	499
Hourly Total	0	32	37	49	0	118	0	163	38	25	0	226	0	92	591	142	0	825	0	14	634	38	0	686	1855
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	14	10	17	0	41	0	42	12	8	0	62	0	21	215	43	0	279	1	5	176	6	0	188	570
4:15 PM	0	7	8	20	0	35	0	37	4	7	0	48	0	24	218	51	0	293	1	6	172	16	0	195	571
4:30 PM	0	24	16	38	0	78	0	37	8	7	0	52	0	19	225	52	0	296	0	8	197	8	0	213	639
4:45 PM	0	13	6	33	0	52	0	54	20	9	0	83	0	30	199	52	0	281	0	6	222	12	0	240	656
Hourly Total	0	58	40	108	0	206	0	170	44	31	0	245	0	94	857	198	0	1149	2	25	767	42	0	836	2436
5:00 PM	0	26	25	63	0	114	0	64	18	3	0	85	0	17	212	46	0	275	0	4	211	11	0	226	700
5:15 PM	0	16	17	20	0	53	0	68	14	6	0	88	0	23	245	54	0	322	0	4	185	13	0	202	665
5:30 PM	0	5	11	20	0	36	0	56	13	6	0	75	0	15	222	58	0	295	0	9	206	9	0	224	630
5:45 PM	0	6	7	20	0	33	0	53	8	4	0	65	0	20	245	42	0	307	0	4	189	9	0	202	607
Hourly Total	0	53	60	123	0	236	0	241	53	19	0	313	0	75	924	200	0	1199	0	21	791	42	0	854	2602
Grand Total	0	192	180	331	0	703	0	718	187	110	0	1015	0	358	3074	650	0	4082	2	64	2918	167	0	3151	8951
Approach %	0.0	27.3	25.6	47.1	-	-	0.0	70.7	18.4	10.8	-	-	0.0	8.8	75.3	15.9	-	-	0.1	2.0	92.6	5.3	-	-	-
Total %	0.0	2.1	2.0	3.7	-	7.9	0.0	8.0	2.1	1.2	-	11.3	0.0	4.0	34.3	7.3	-	45.6	0.0	0.7	32.6	1.9	-	35.2	-
Lights	0	184	178	316	-	678	0	701	186	109	-	996	0	351	3002	636	-	3989	2	62	2846	160	-	3070	8733
% Lights	-	95.8	98.9	95.5	-	96.4	-	97.6	99.5	99.1	-	98.1	-	98.0	97.7	97.8	-	97.7	100.0	96.9	97.5	95.8	-	97.4	97.6
Buses	0	1	1	1	-	3	0	7	0	1	-	8	0	0	24	8	-	32	0	1	22	1	-	24	67
% Buses	-	0.5	0.6	0.3	-	0.4	-	1.0	0.0	0.9	-	0.8	-	0.0	0.8	1.2	-	0.8	0.0	1.6	0.8	0.6	-	0.8	0.7
Single-Unit Trucks	0	6	1	12	-	19	0	9	1	0	-	10	0	7	39	6	-	52	0	0	41	2	-	43	124
% Single-Unit Trucks	-	3.1	0.6	3.6	-	2.7	-	1.3	0.5	0.0	-	1.0	-	2.0	1.3	0.9	-	1.3	0.0	0.0	1.4	1.2	-	1.4	1.4
Articulated Trucks	0	1	0	2	-	3	0	1	0	0	-	1	0	0	9	0	-	9	0	1	9	4	-	14	27
% Articulated Trucks	-	0.5	0.0	0.6	-	0.4	-	0.1	0.0	0.0	-	0.1	-	0.0	0.3	0.0	-	0.2	0.0	1.6	0.3	2.4	-	0.4	0.3
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-

[illegible]



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(847)518-9990

Count Name: Arlington Heights Road with Old
Arlington Heights Road
Site Code:
Start Date: 04/19/2016
Page No: 1

Turning Movement Data

Start Time	University Drive Eastbound						Old Arlington Heights Road Westbound						Arlington Heights Road Northbound						Arlington Heights Road Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
3:00 PM	0	6	10	25	0	41	0	33	12	8	0	53	0	15	179	39	0	233	0	2	168	5	0	175	502
3:15 PM	0	10	9	14	0	33	0	46	8	11	0	65	0	12	192	37	0	241	0	4	180	8	0	192	531
3:30 PM	0	10	16	30	0	56	0	33	9	9	1	51	0	8	213	60	1	281	0	5	168	11	0	184	572
3:45 PM	0	15	6	21	1	42	0	40	13	7	0	60	0	11	207	42	0	260	0	9	187	15	0	211	573
Grand Total	0	41	41	90	1	172	0	152	42	35	1	229	0	46	791	178	1	1015	0	20	703	39	0	762	2178
Approach %	0.0	23.8	23.8	52.3	-	-	0.0	66.4	18.3	15.3	-	-	0.0	4.5	77.9	17.5	-	-	0.0	2.6	92.3	5.1	-	-	-
Total %	0.0	1.9	1.9	4.1	-	7.9	0.0	7.0	1.9	1.6	-	10.5	0.0	2.1	36.3	8.2	-	46.6	0.0	0.9	32.3	1.8	-	35.0	-
Lights	0	40	40	84	-	164	0	145	42	34	-	221	0	42	759	175	-	976	0	20	688	34	-	742	2103
% Lights	-	97.6	97.6	93.3	-	95.3	-	95.4	100.0	97.1	-	96.5	-	91.3	96.0	98.3	-	96.2	-	100.0	97.9	87.2	-	97.4	96.6
Buses	0	0	0	0	-	0	0	4	0	1	-	5	0	0	15	2	-	17	0	0	2	0	-	2	24
% Buses	-	0.0	0.0	0.0	-	0.0	-	2.6	0.0	2.9	-	2.2	-	0.0	1.9	1.1	-	1.7	-	0.0	0.3	0.0	-	0.3	1.1
Single-Unit Trucks	0	0	1	5	-	6	0	3	0	0	-	3	0	2	13	1	-	16	0	0	11	3	-	14	39
% Single-Unit Trucks	-	0.0	2.4	5.6	-	3.5	-	2.0	0.0	0.0	-	1.3	-	4.3	1.6	0.6	-	1.6	-	0.0	1.6	7.7	-	1.8	1.8
Articulated Trucks	0	1	0	1	-	2	0	0	0	0	-	0	0	2	4	0	-	6	0	0	2	2	-	4	12
% Articulated Trucks	-	2.4	0.0	1.1	-	1.2	-	0.0	0.0	0.0	-	0.0	-	4.3	0.5	0.0	-	0.6	-	0.0	0.3	5.1	-	0.5	0.6
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-



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9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
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Count Name: Arlington Heights Road with Old
Arlington Heights Road
Site Code:
Start Date: 04/19/2016
Page No: 2

Turning Movement Peak Hour Data (3:00 PM)

Start Time	University Drive Eastbound						Old Arlington Heights Road Westbound						Arlington Heights Road Northbound						Arlington Heights Road Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
3:00 PM	0	6	10	25	0	41	0	33	12	8	0	53	0	15	179	39	0	233	0	2	168	5	0	175	502
3:15 PM	0	10	9	14	0	33	0	46	8	11	0	65	0	12	192	37	0	241	0	4	180	8	0	192	531
3:30 PM	0	10	16	30	0	56	0	33	9	9	1	51	0	8	213	60	1	281	0	5	168	11	0	184	572
3:45 PM	0	15	6	21	1	42	0	40	13	7	0	60	0	11	207	42	0	260	0	9	187	15	0	211	573
Total	0	41	41	90	1	172	0	152	42	35	1	229	0	46	791	178	1	1015	0	20	703	39	0	762	2178
Approach %	0.0	23.8	23.8	52.3	-	-	0.0	66.4	18.3	15.3	-	-	0.0	4.5	77.9	17.5	-	-	0.0	2.6	92.3	5.1	-	-	-
Total %	0.0	1.9	1.9	4.1	-	7.9	0.0	7.0	1.9	1.6	-	10.5	0.0	2.1	36.3	8.2	-	46.6	0.0	0.9	32.3	1.8	-	35.0	-
PHF	0.000	0.683	0.641	0.750	-	0.768	0.000	0.826	0.808	0.795	-	0.881	0.000	0.767	0.928	0.742	-	0.903	0.000	0.556	0.940	0.650	-	0.903	0.950
Lights	0	40	40	84	-	164	0	145	42	34	-	221	0	42	759	175	-	976	0	20	688	34	-	742	2103
% Lights	-	97.6	97.6	93.3	-	95.3	-	95.4	100.0	97.1	-	96.5	-	91.3	96.0	98.3	-	96.2	-	100.0	97.9	87.2	-	97.4	96.6
Buses	0	0	0	0	-	0	0	4	0	1	-	5	0	0	15	2	-	17	0	0	2	0	-	2	24
% Buses	-	0.0	0.0	0.0	-	0.0	-	2.6	0.0	2.9	-	2.2	-	0.0	1.9	1.1	-	1.7	-	0.0	0.3	0.0	-	0.3	1.1
Single-Unit Trucks	0	0	1	5	-	6	0	3	0	0	-	3	0	2	13	1	-	16	0	0	11	3	-	14	39
% Single-Unit Trucks	-	0.0	2.4	5.6	-	3.5	-	2.0	0.0	0.0	-	1.3	-	4.3	1.6	0.6	-	1.6	-	0.0	1.6	7.7	-	1.8	1.8
Articulated Trucks	0	1	0	1	-	2	0	0	0	0	-	0	0	2	4	0	-	6	0	0	2	2	-	4	12
% Articulated Trucks	-	2.4	0.0	1.1	-	1.2	-	0.0	0.0	0.0	-	0.0	-	4.3	0.5	0.0	-	0.6	-	0.0	0.3	5.1	-	0.5	0.6
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400
Rosemont, Illinois, United States 60018
(847)518-9990

Count Name: Arlington Heights Road and South Access
Site Code:
Start Date: 01/04/2017
Page No: 1

Turning Movement Data

Start Time	South Access Drive Eastbound						Off-Site Access Drive Westbound						Arlington Heights Road Northbound						Arlington Heights Road Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	276	1	0	279	0	0	175	0	0	175	454
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	197	0	0	197	0	1	194	1	0	196	393
7:30 AM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	128	0	0	128	0	0	221	1	0	222	351
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	160	0	0	160	0	1	152	1	0	154	314
Hourly Total	0	1	0	0	0	1	0	0	0	0	0	0	0	2	761	1	0	764	0	2	742	3	0	747	1512
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	144	0	0	145	0	1	152	1	0	154	299
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	168	3	0	172	0	8	181	0	0	189	361
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	136	1	0	138	0	6	152	0	0	158	296
8:45 AM	0	0	0	0	0	0	0	0	0	1	0	1	0	0	167	4	0	171	0	12	180	0	0	192	364
Hourly Total	0	0	0	0	0	0	0	0	0	1	0	1	0	3	615	8	0	626	0	27	665	1	0	693	1320
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2:00 PM	0	1	0	1	0	2	0	3	0	3	0	6	0	0	140	4	0	144	1	2	129	0	0	132	284
2:15 PM	0	0	0	0	0	0	0	2	0	3	0	5	0	0	168	3	0	171	1	1	147	0	0	149	325
2:30 PM	0	0	0	0	0	0	0	4	0	4	0	8	0	0	164	8	0	172	2	4	156	0	0	162	342
2:45 PM	0	0	0	2	0	2	0	1	0	1	0	2	0	0	165	2	0	167	0	0	173	0	0	173	344
Hourly Total	0	1	0	3	0	4	0	10	0	11	0	21	0	0	637	17	0	654	4	7	605	0	0	616	1295
3:00 PM	0	0	0	0	0	0	0	3	0	6	0	9	0	1	173	3	0	177	0	0	207	0	0	207	393
3:15 PM	0	1	0	0	0	1	0	4	0	0	0	4	0	2	202	1	0	205	0	3	176	0	0	179	389
3:30 PM	0	1	0	0	0	1	0	2	0	5	0	7	0	1	230	4	0	235	0	5	168	0	0	173	416
3:45 PM	0	0	0	2	0	2	0	0	0	5	0	5	1	0	185	5	0	191	1	4	201	0	0	206	404
Hourly Total	0	2	0	2	0	4	0	9	0	16	0	25	1	4	790	13	0	808	1	12	752	0	0	765	1602
Grand Total	0	4	0	5	0	9	0	19	0	28	0	47	1	9	2803	39	0	2852	5	48	2764	4	0	2821	5729
Approach %	0.0	44.4	0.0	55.6	-	-	0.0	40.4	0.0	59.6	-	-	0.0	0.3	98.3	1.4	-	-	0.2	1.7	98.0	0.1	-	-	-
Total %	0.0	0.1	0.0	0.1	-	0.2	0.0	0.3	0.0	0.5	-	0.8	0.0	0.2	48.9	0.7	-	49.8	0.1	0.8	48.2	0.1	-	49.2	-
Lights	0	4	0	5	-	9	0	19	0	28	-	47	1	8	2713	39	-	2761	5	48	2699	4	-	2756	5573
% Lights	-	100.0	-	100.0	-	100.0	-	100.0	-	100.0	-	100.0	100.0	88.9	96.8	100.0	-	96.8	100.0	100.0	97.6	100.0	-	97.7	97.3
Buses	0	0	0	0	-	0	0	0	0	0	-	0	0	0	57	0	-	57	0	0	29	0	-	29	86
% Buses	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	0.0	2.0	0.0	-	2.0	0.0	0.0	1.0	0.0	-	1.0	1.5
Single-Unit Trucks	0	0	0	0	-	0	0	0	0	0	-	0	0	1	28	0	-	29	0	0	30	0	-	30	59
% Single-Unit Trucks	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	11.1	1.0	0.0	-	1.0	0.0	0.0	1.1	0.0	-	1.1	1.0
Articulated Trucks	0	0	0	0	-	0	0	0	0	0	-	0	0	0	5	0	-	5	0	0	6	0	-	6	11
% Articulated Trucks	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	0.0	0.2	0.0	-	0.2	0.0	0.0	0.2	0.0	-	0.2	0.2
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-

[illegible]

Start Time	South Access Drive						Off-Site Access Drive						Arlington Heights Road						Arlington Heights Road						Int. Total
	Eastbound						Westbound						Northbound						Southbound						
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
3:00 PM	0	0	0	0	0	0	0	3	0	6	0	9	0	1	173	3	0	177	0	0	207	0	0	207	393
3:15 PM	0	1	0	0	0	1	0	4	0	0	0	4	0	2	202	1	0	205	0	3	176	0	0	179	389
3:30 PM	0	1	0	0	0	1	0	2	0	5	0	7	0	1	230	4	0	235	0	5	168	0	0	173	416
3:45 PM	0	0	0	2	0	2	0	0	0	5	0	5	1	0	185	5	0	191	1	4	201	0	0	206	404
Total	0	2	0	2	0	4	0	9	0	16	0	25	1	4	790	13	0	808	1	12	752	0	0	765	1602
Approach %	0.0	50.0	0.0	50.0	-	-	0.0	36.0	0.0	64.0	-	-	0.1	0.5	97.8	1.6	-	-	0.1	1.6	98.3	0.0	-	-	-
Total %	0.0	0.1	0.0	0.1	-	0.2	0.0	0.6	0.0	1.0	-	1.6	0.1	0.2	49.3	0.8	-	50.4	0.1	0.7	46.9	0.0	-	47.8	-
PHF	0.000	0.500	0.000	0.250	-	0.500	0.000	0.563	0.000	0.667	-	0.694	0.250	0.500	0.859	0.650	-	0.860	0.250	0.600	0.908	0.000	-	0.924	0.963
Lights	0	2	0	2	-	4	0	9	0	16	-	25	1	3	765	13	-	782	1	12	739	0	-	752	1563
% Lights	-	100.0	-	100.0	-	100.0	-	100.0	-	100.0	-	100.0	100.0	75.0	96.8	100.0	-	96.8	100.0	100.0	98.3	-	-	98.3	97.6
Buses	0	0	0	0	-	0	0	0	0	0	-	0	0	0	19	0	-	19	0	0	9	0	-	9	28
% Buses	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	0.0	2.4	0.0	-	2.4	0.0	0.0	1.2	-	-	1.2	1.7
Single-Unit Trucks	0	0	0	0	-	0	0	0	0	0	-	0	0	1	6	0	-	7	0	0	2	0	-	2	9
% Single-Unit Trucks	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	25.0	0.8	0.0	-	0.9	0.0	0.0	0.3	-	-	0.3	0.6
Articulated Trucks	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	2	0	-	2	2
% Articulated Trucks	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.3	-	-	0.3	0.1
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Start Time	Right-in/Right-out Access Drive					Arlington Heights Road					Arlington Heights Road					Int. Total
	Eastbound					Northbound					Southbound					
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	
7:00 AM	0	0	0	0	0	0	0	271	0	271	0	164	0	0	164	435
7:15 AM	0	0	0	0	0	0	0	201	0	201	0	201	4	0	205	406
7:30 AM	0	0	0	0	0	0	0	129	0	129	0	223	2	0	225	354
7:45 AM	0	0	0	0	0	0	0	156	0	156	0	153	5	0	158	314
Hourly Total	0	0	0	0	0	0	0	757	0	757	0	741	11	0	752	1509
8:00 AM	0	0	0	0	0	0	0	143	0	143	0	168	4	0	172	315
8:15 AM	0	0	1	0	1	0	0	160	0	160	0	177	1	0	178	339
8:30 AM	0	0	0	0	0	0	0	143	0	143	0	178	0	0	178	321
8:45 AM	0	0	0	0	0	0	0	156	0	156	0	172	2	0	174	330
Hourly Total	0	0	1	0	1	0	0	602	0	602	0	695	7	0	702	1305
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2:00 PM	0	0	0	0	0	0	0	150	0	150	0	140	2	0	142	292
2:15 PM	0	0	1	0	1	0	0	170	0	170	0	145	1	0	146	317
2:30 PM	0	0	1	0	1	0	0	172	0	172	0	170	1	0	171	344
2:45 PM	0	0	0	0	0	0	0	158	0	158	0	165	0	0	165	323
Hourly Total	0	0	2	0	2	0	0	650	0	650	0	620	4	0	624	1276
3:00 PM	0	0	1	0	1	0	0	183	0	183	0	213	1	0	214	398
3:15 PM	0	0	0	0	0	0	0	218	0	218	0	183	1	0	184	402
3:30 PM	0	0	0	0	0	0	0	232	0	232	0	162	0	0	162	394
3:45 PM	0	0	0	1	0	0	0	188	0	188	0	225	1	0	226	414
Hourly Total	0	0	1	1	1	0	0	821	0	821	0	783	3	0	786	1608
Grand Total	0	0	4	1	4	0	0	2830	0	2830	0	2839	25	0	2864	5698
Approach %	0.0	0.0	100.0	-	-	0.0	0.0	100.0	-	-	0.0	99.1	0.9	-	-	-
Total %	0.0	0.0	0.1	-	0.1	0.0	0.0	49.7	-	49.7	0.0	49.8	0.4	-	50.3	-
Lights	0	0	4	-	4	0	0	2739	-	2739	0	2774	24	-	2798	5541
% Lights	-	-	100.0	-	100.0	-	-	96.8	-	96.8	-	97.7	96.0	-	97.7	97.2
Buses	0	0	0	-	0	0	0	57	-	57	0	30	0	-	30	87
% Buses	-	-	0.0	-	0.0	-	-	2.0	-	2.0	-	1.1	0.0	-	1.0	1.5
Single-Unit Trucks	0	0	0	-	0	0	0	30	-	30	0	29	1	-	30	60
% Single-Unit Trucks	-	-	0.0	-	0.0	-	-	1.1	-	1.1	-	1.0	4.0	-	1.0	1.1
Articulated Trucks	0	0	0	-	0	0	0	4	-	4	0	6	0	-	6	10
% Articulated Trucks	-	-	0.0	-	0.0	-	-	0.1	-	0.1	-	0.2	0.0	-	0.2	0.2
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Bicycles on Road	-	-	0.0	-	0.0	-	-	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	1	-	-	-	-	0	-	-	-	-	0	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	-	-	-	-	-	-	-	-

[illegible]

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Level of Service Criteria

LEVEL OF SERVICE CRITERIA

Signalized Intersections		
Level of Service	Interpretation	Average Control Delay (seconds per vehicle)
A	Favorable progression. Most vehicles arrive during the green indication and travel through the intersection without stopping.	≤10
B	Good progression, with more vehicles stopping than for Level of Service A.	>10 - 20
C	Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear. Number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.	>20 - 35
D	The volume-to-capacity ratio is high and either progression is ineffective or the cycle length is too long. Many vehicles stop and individual cycle failures are noticeable.	>35 - 55
E	Progression is unfavorable. The volume-to-capacity ratio is high and the cycle length is long. Individual cycle failures are frequent.	>55 - 80
F	The volume-to-capacity ratio is very high, progression is very poor and the cycle length is long. Most cycles fail to clear the queue.	>80.0
Unsignalized Intersections		
Level of Service	Average Total Delay (SEC/VEH)	
A	0 - 10	
B	> 10 - 15	
C	> 15 - 25	
D	> 25 - 35	
E	> 35 - 50	
F	> 50	

Source: *Highway Capacity Manual*, 2010.

Capacity Analysis Summary Sheets

Lanes, Volumes, Timings

1: University Drive/Old Arlington Heights Road & Arlington Heights Road

1/10/2017

												
Lane Group	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Volume (vph)	4	726	45	97	702	110	49	43	51	144	42	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		0	190		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	140			100			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Frt		0.991			0.980			0.947			0.976	
Flt Protected	0.950			0.950				0.983			0.968	
Satd. Flow (prot)	1805	3471	0	1770	3406	0	0	3245	0	0	3389	0
Flt Permitted	0.322			0.268				0.774			0.727	
Satd. Flow (perm)	612	3471	0	499	3406	0	0	2555	0	0	2545	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		12			33			55			28	
Link Speed (mph)		40			40			30			40	
Link Distance (ft)		859			737			497			467	
Travel Time (s)		14.6			12.6			11.3			8.0	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles (%)	0%	3%	4%	2%	4%	3%	0%	0%	10%	1%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	4	838	0	105	883	0	0	155	0	0	241	0
Turn Type	pm+pt	NA		pm+pt	NA		Perm	NA		Perm	NA	
Protected Phases	1	6		5	2			4			8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		4	4		8	8	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	10.0	38.0		10.0	38.0		22.0	22.0		22.0	22.0	
Total Split (s)	10.0	38.0		10.0	38.0		22.0	22.0		22.0	22.0	
Total Split (%)	14.3%	54.3%		14.3%	54.3%		31.4%	31.4%		31.4%	31.4%	
Yellow Time (s)	3.5	4.5		3.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0			0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0			6.0			6.0	
Lead/Lag	Lead	Lag		Lead	Lag							
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Recall Mode	None	Max		None	Max		None	None		None	None	
Act Effect Green (s)	40.0	33.2		42.9	39.2			11.7			11.7	
Actuated g/C Ratio	0.62	0.51		0.66	0.61			0.18			0.18	
v/c Ratio	0.01	0.47		0.23	0.43			0.31			0.50	
Control Delay	4.5	12.2		5.6	8.4			17.1			24.9	
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	
Total Delay	4.5	12.2		5.6	8.4			17.1			24.9	
LOS	A	B		A	A			B			C	
Approach Delay		12.2			8.1			17.1			24.9	
Approach LOS		B			A			B			C	
Queue Length 50th (ft)	1	110		12	73			18			40	
Queue Length 95th (ft)	3	176		31	181			41			72	
Internal Link Dist (ft)		779			657			417			387	

Lanes, Volumes, Timings

1: University Drive/Old Arlington Heights Road & Arlington Heights Road

1/10/2017

												
Lane Group	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Turn Bay Length (ft)	150			190								
Base Capacity (vph)	505	1785		459	2076			677			654	
Starvation Cap Reductn	0	0		0	0			0			0	
Spillback Cap Reductn	0	0		0	0			0			0	
Storage Cap Reductn	0	0		0	0			0			0	
Reduced v/c Ratio	0.01	0.47		0.23	0.43			0.23			0.37	

Intersection Summary

Area Type: Other

Cycle Length: 70

Actuated Cycle Length: 64.7

Natural Cycle: 70

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.50

Intersection Signal Delay: 12.1

Intersection LOS: B

Intersection Capacity Utilization 54.9%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: University Drive/Old Arlington Heights Road & Arlington Heights Road

 $\phi 1$	 $\phi 2$	 $\phi 4$
10 s	38 s	22 s
 $\phi 5$	 $\phi 6$	 $\phi 8$
10 s	38 s	22 s

HCM Unsignalized Intersection Capacity Analysis

2: South Access Drive/Commercial Access Drive & Arlington Heights Road

1/10/2017

												
Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Volume (veh/h)	2	775	3	2	783	1	1	0	0	0	0	0
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83
Hourly flow rate (vph)	2	934	4	2	943	1	1	0	0	0	0	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (ft)					859							
pX, platoon unblocked	0.90						0.90	0.90		0.90	0.90	0.90
vC, conflicting volume	945			937			1417	1890	469	1420	1891	472
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	713			937			1239	1765	469	1243	1766	188
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	100			100			99	100	100	100	100	100
cM capacity (veh/h)	805			739			120	76	547	119	76	745
Direction, Lane #	SE 1	SE 2	SE 3	NW 1	NW 2	NW 3	NE 1	SW 1				
Volume Total	2	622	315	2	629	316	1	0				
Volume Left	2	0	0	2	0	0	1	0				
Volume Right	0	0	4	0	0	1	0	0				
cSH	805	1700	1700	739	1700	1700	120	1700				
Volume to Capacity	0.00	0.37	0.19	0.00	0.37	0.19	0.01	0.00				
Queue Length 95th (ft)	0	0	0	0	0	0	1	0				
Control Delay (s)	9.5	0.0	0.0	9.9	0.0	0.0	35.3	0.0				
Lane LOS	A			A			E	A				
Approach Delay (s)	0.0			0.0			35.3	0.0				
Approach LOS							E	A				
Intersection Summary												
Average Delay			0.0									
Intersection Capacity Utilization			31.7%			ICU Level of Service			A			
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

3: North Access Drive & Arlington Heights Road

1/10/2017

						
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↑↑			↑↑		↑
Volume (veh/h)	780	11	0	784	0	0
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87
Hourly flow rate (vph)	897	13	0	901	0	0
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			909		1353	455
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			909		1353	455
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			100		100	100
cM capacity (veh/h)			757		143	558
Direction, Lane #	SE 1	SE 2	NW 1	NW 2	NE 1	
Volume Total	598	311	451	451	0	
Volume Left	0	0	0	0	0	
Volume Right	0	13	0	0	0	
cSH	1700	1700	1700	1700	1700	
Volume to Capacity	0.35	0.18	0.27	0.27	0.00	
Queue Length 95th (ft)	0	0	0	0	0	
Control Delay (s)	0.0	0.0	0.0	0.0	0.0	
Lane LOS					A	
Approach Delay (s)	0.0		0.0		0.0	
Approach LOS					A	
Intersection Summary						
Average Delay			0.0			
Intersection Capacity Utilization			25.2%		ICU Level of Service	A
Analysis Period (min)			15			

Lanes, Volumes, Timings

1: University Drive/Old Arlington Heights Road & Arlington Heights Road

1/10/2017

												
Lane Group	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Volume (vph)	20	724	39	46	791	178	41	41	90	152	42	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		0	190		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	140			100			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Frt		0.992			0.972			0.921			0.977	
Flt Protected	0.950			0.950				0.988			0.968	
Satd. Flow (prot)	1805	3492	0	1656	3386	0	0	3140	0	0	3290	0
Flt Permitted	0.243			0.305				0.812			0.713	
Satd. Flow (perm)	462	3492	0	532	3386	0	0	2580	0	0	2423	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		8			38			95			24	
Link Speed (mph)		40			40			30			40	
Link Distance (ft)		859			737			503			467	
Travel Time (s)		14.6			12.6			11.4			8.0	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	13%	9%	4%	2%	2%	2%	7%	5%	0%	3%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	21	803	0	48	1020	0	0	181	0	0	241	0
Turn Type	pm+pt	NA		pm+pt	NA		Perm	NA		Perm	NA	
Protected Phases	1	6		5	2			4			8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		4	4		8	8	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	10.0	45.0		10.0	45.0		35.0	35.0		35.0	35.0	
Total Split (s)	10.0	45.0		10.0	45.0		35.0	35.0		35.0	35.0	
Total Split (%)	11.1%	50.0%		11.1%	50.0%		38.9%	38.9%		38.9%	38.9%	
Yellow Time (s)	3.5	4.5		3.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0			0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0			6.0			6.0	
Lead/Lag	Lead	Lag		Lead	Lag							
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Recall Mode	None	Max		None	Max		None	None		None	None	
Act Effect Green (s)	45.4	39.5		46.4	41.6			12.6			12.6	
Actuated g/C Ratio	0.65	0.57		0.66	0.60			0.18			0.18	
v/c Ratio	0.05	0.41		0.11	0.50			0.33			0.53	
Control Delay	4.6	10.6		4.8	10.2			14.9			28.3	
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	
Total Delay	4.6	10.6		4.8	10.2			14.9			28.3	
LOS	A	B		A	B			B			C	
Approach Delay		10.4			10.0			14.9			28.3	
Approach LOS		B			B			B			C	
Queue Length 50th (ft)	2	108		6	96			17			47	
Queue Length 95th (ft)	10	170		18	227			44			82	
Internal Link Dist (ft)		779			657			423			387	

Lanes, Volumes, Timings

1: University Drive/Old Arlington Heights Road & Arlington Heights Road

1/10/2017

												
Lane Group	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Turn Bay Length (ft)	150			190								
Base Capacity (vph)	428	1981		459	2031			1139			1032	
Starvation Cap Reductn	0	0		0	0			0			0	
Spillback Cap Reductn	0	0		0	0			0			0	
Storage Cap Reductn	0	0		0	0			0			0	
Reduced v/c Ratio	0.05	0.41		0.10	0.50			0.16			0.23	

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 69.8

Natural Cycle: 90

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.53

Intersection Signal Delay: 12.4

Intersection LOS: B

Intersection Capacity Utilization 64.3%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 1: University Drive/Old Arlington Heights Road & Arlington Heights Road

		
10 s	45 s	35 s
		
10 s	45 s	35 s

HCM Unsignalized Intersection Capacity Analysis

2: South Access Drive/Commercial Access Drive & Arlington Heights Road

1/10/2017

												
Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Volume (veh/h)	12	772	0	4	850	13	2	0	2	9	0	16
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Hourly flow rate (vph)	12	804	0	4	885	14	2	0	2	9	0	17
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (ft)					859							
pX, platoon unblocked	0.87						0.87	0.87		0.87	0.87	0.87
vC, conflicting volume	899			804			1297	1736	402	1330	1730	449
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	593			804			1049	1552	402	1086	1544	78
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	99			99			99	100	100	94	100	98
cM capacity (veh/h)	867			829			156	98	603	148	99	850
Direction, Lane #	SE 1	SE 2	SE 3	NW 1	NW 2	NW 3	NE 1	SW 1				
Volume Total	12	536	268	4	590	309	4	26				
Volume Left	12	0	0	4	0	0	2	9				
Volume Right	0	0	0	0	0	14	2	17				
cSH	867	1700	1700	829	1700	1700	247	315				
Volume to Capacity	0.01	0.32	0.16	0.01	0.35	0.18	0.02	0.08				
Queue Length 95th (ft)	1	0	0	0	0	0	1	7				
Control Delay (s)	9.2	0.0	0.0	9.4	0.0	0.0	19.8	17.5				
Lane LOS	A			A			C	C				
Approach Delay (s)	0.1			0.0			19.8	17.5				
Approach LOS							C	C				
Intersection Summary												
Average Delay			0.4									
Intersection Capacity Utilization			33.9%			ICU Level of Service		A				
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

3: North Access Drive & Arlington Heights Road

1/10/2017

						
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↑↑			↑↑		↑
Volume (veh/h)	783	3	0	868	0	1
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97
Hourly flow rate (vph)	807	3	0	895	0	1
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			810		1256	405
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			810		1256	405
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			100		100	100
cM capacity (veh/h)			825		166	601
Direction, Lane #	SE 1	SE 2	NW 1	NW 2	NE 1	
Volume Total	538	272	447	447	1	
Volume Left	0	0	0	0	0	
Volume Right	0	3	0	0	1	
cSH	1700	1700	1700	1700	601	
Volume to Capacity	0.32	0.16	0.26	0.26	0.00	
Queue Length 95th (ft)	0	0	0	0	0	
Control Delay (s)	0.0	0.0	0.0	0.0	11.0	
Lane LOS					B	
Approach Delay (s)	0.0		0.0		11.0	
Approach LOS					B	
Intersection Summary						
Average Delay			0.0			
Intersection Capacity Utilization			31.7%		ICU Level of Service	A
Analysis Period (min)			15			

Lanes, Volumes, Timings

1: University Drive/Old Arlington Heights Road & Arlington Heights Road

1/10/2017

												
Lane Group	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Volume (vph)	11	741	53	97	748	110	59	43	51	144	52	45
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		0	190		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	140			100			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Frt		0.990			0.981			0.950			0.972	
Flt Protected	0.950			0.950				0.981			0.971	
Satd. Flow (prot)	1805	3468	0	1770	3409	0	0	3256	0	0	3387	0
Flt Permitted	0.296			0.248				0.752			0.733	
Satd. Flow (perm)	562	3468	0	462	3409	0	0	2496	0	0	2557	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		14			31			55			37	
Link Speed (mph)		40			40			30			40	
Link Distance (ft)		859			737			499			467	
Travel Time (s)		14.6			12.6			11.3			8.0	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles (%)	0%	3%	4%	2%	4%	3%	0%	0%	10%	1%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	12	863	0	105	933	0	0	166	0	0	263	0
Turn Type	pm+pt	NA		pm+pt	NA		Perm	NA		Perm	NA	
Protected Phases	1	6		5	2			4			8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		4	4		8	8	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	10.0	38.0		10.0	38.0		17.0	17.0		17.0	17.0	
Total Split (s)	10.0	38.0		10.0	38.0		22.0	22.0		22.0	22.0	
Total Split (%)	14.3%	54.3%		14.3%	54.3%		31.4%	31.4%		31.4%	31.4%	
Yellow Time (s)	3.5	4.5		3.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0			0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0			6.0			6.0	
Lead/Lag	Lead	Lag		Lead	Lag							
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Recall Mode	None	Min		None	Min		None	None		None	None	
Act Effect Green (s)	35.7	28.8		38.3	34.6			12.0			12.0	
Actuated g/C Ratio	0.59	0.47		0.63	0.57			0.20			0.20	
v/c Ratio	0.03	0.52		0.24	0.48			0.31			0.49	
Control Delay	4.5	13.1		5.8	9.2			17.6			23.4	
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	
Total Delay	4.5	13.1		5.8	9.2			17.6			23.4	
LOS	A	B		A	A			B			C	
Approach Delay		13.0			8.9			17.6			23.4	
Approach LOS		B			A			B			C	
Queue Length 50th (ft)	1	115		12	81			20			43	
Queue Length 95th (ft)	7	183		31	197			44			76	
Internal Link Dist (ft)		779			657			419			387	

Lanes, Volumes, Timings

1: University Drive/Old Arlington Heights Road & Arlington Heights Road

1/10/2017

												
Lane Group	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Turn Bay Length (ft)	150			190								
Base Capacity (vph)	474	1908		437	2145			724			728	
Starvation Cap Reductn	0	0		0	0			0			0	
Spillback Cap Reductn	0	0		0	0			0			0	
Storage Cap Reductn	0	0		0	0			0			0	
Reduced v/c Ratio	0.03	0.45		0.24	0.43			0.23			0.36	

Intersection Summary

Area Type: Other

Cycle Length: 70

Actuated Cycle Length: 60.7

Natural Cycle: 65

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.52

Intersection Signal Delay: 12.7

Intersection LOS: B

Intersection Capacity Utilization 55.5%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: University Drive/Old Arlington Heights Road & Arlington Heights Road

		
10 s	38 s	22 s
		
10 s	38 s	22 s

HCM Unsignalized Intersection Capacity Analysis

2: South Access Drive/Commercial Access Drive & Arlington Heights Road

1/10/2017

												
Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Volume (veh/h)	2	801	26	68	783	1	5	0	4	0	0	0
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83
Hourly flow rate (vph)	2	965	31	82	943	1	6	0	5	0	0	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (ft)					859							
pX, platoon unblocked	0.91						0.91	0.91		0.91	0.91	0.91
vC, conflicting volume	945			996			1621	2094	498	1600	2109	472
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	734			996			1480	2001	498	1456	2018	213
tC, single (s)	4.1			4.2			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	100			88			92	100	99	100	100	100
cM capacity (veh/h)	799			672			73	48	523	75	47	724
Direction, Lane #	SE 1	SE 2	SE 3	NW 1	NW 2	NW 3	NE 1	SW 1				
Volume Total	2	643	353	82	629	316	11	0				
Volume Left	2	0	0	82	0	0	6	0				
Volume Right	0	0	31	0	0	1	5	0				
cSH	799	1700	1700	672	1700	1700	118	1700				
Volume to Capacity	0.00	0.38	0.21	0.12	0.37	0.19	0.09	0.00				
Queue Length 95th (ft)	0	0	0	10	0	0	7	0				
Control Delay (s)	9.5	0.0	0.0	11.1	0.0	0.0	38.5	0.0				
Lane LOS	A			B			E	A				
Approach Delay (s)	0.0			0.9			38.5	0.0				
Approach LOS							E	A				
Intersection Summary												
Average Delay			0.7									
Intersection Capacity Utilization			40.1%		ICU Level of Service			A				
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

3: North Access Drive & Arlington Heights Road

1/10/2017

						
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Volume (veh/h)	803	25	0	788	0	26
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87
Hourly flow rate (vph)	923	29	0	906	0	30
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			952		1390	476
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			952		1390	476
tC, single (s)			4.1		6.8	7.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.4
p0 queue free %			100		100	94
cM capacity (veh/h)			730		136	502
Direction, Lane #	SE 1	SE 2	NW 1	NW 2	NE 1	
Volume Total	615	336	453	453	30	
Volume Left	0	0	0	0	0	
Volume Right	0	29	0	0	30	
cSH	1700	1700	1700	1700	502	
Volume to Capacity	0.36	0.20	0.27	0.27	0.06	
Queue Length 95th (ft)	0	0	0	0	5	
Control Delay (s)	0.0	0.0	0.0	0.0	12.6	
Lane LOS					B	
Approach Delay (s)	0.0		0.0		12.6	
Approach LOS					B	
Intersection Summary						
Average Delay			0.2			
Intersection Capacity Utilization			33.0%		ICU Level of Service	A
Analysis Period (min)			15			

Lanes, Volumes, Timings

1: University Drive/Old Arlington Heights Road & Arlington Heights Road

1/10/2017

												
Lane Group	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Volume (vph)	36	780	55	46	810	178	45	41	90	152	42	39
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		0	190		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	140			100			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Frt		0.990			0.973			0.923			0.975	
Flt Protected	0.950			0.950				0.987			0.968	
Satd. Flow (prot)	1805	3479	0	1656	3389	0	0	3145	0	0	3283	0
Flt Permitted	0.222			0.282				0.804			0.713	
Satd. Flow (perm)	422	3479	0	492	3389	0	0	2562	0	0	2418	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		10			37			95			27	
Link Speed (mph)		40			40			30			40	
Link Distance (ft)		859			737			503			467	
Travel Time (s)		14.6			12.6			11.4			8.0	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	0%	2%	13%	9%	4%	2%	2%	2%	7%	5%	0%	3%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	38	879	0	48	1040	0	0	185	0	0	245	0
Turn Type	pm+pt	NA		pm+pt	NA		Perm	NA		Perm	NA	
Protected Phases	1	6		5	2			4			8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		4	4		8	8	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	10.0	45.0		10.0	45.0		35.0	35.0		35.0	35.0	
Total Split (s)	10.0	45.0		10.0	45.0		35.0	35.0		35.0	35.0	
Total Split (%)	11.1%	50.0%		11.1%	50.0%		38.9%	38.9%		38.9%	38.9%	
Yellow Time (s)	3.5	4.5		3.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0			0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0			6.0			6.0	
Lead/Lag	Lead	Lag		Lead	Lag							
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Recall Mode	None	Max		None	Max		None	None		None	None	
Act Effect Green (s)	45.5	39.5		45.6	39.6			12.7			12.7	
Actuated g/C Ratio	0.65	0.57		0.65	0.57			0.18			0.18	
v/c Ratio	0.10	0.45		0.11	0.54			0.34			0.53	
Control Delay	4.8	10.9		4.9	11.7			15.1			28.0	
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	
Total Delay	4.8	10.9		4.9	11.7			15.1			28.0	
LOS	A	B		A	B			B			C	
Approach Delay		10.7			11.4			15.1			28.0	
Approach LOS		B			B			B			C	
Queue Length 50th (ft)	5	121		6	148			18			47	
Queue Length 95th (ft)	15	191		18	236			45			82	
Internal Link Dist (ft)		779			657			423			387	

Lanes, Volumes, Timings

1: University Drive/Old Arlington Heights Road & Arlington Heights Road

1/10/2017

												
Lane Group	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Turn Bay Length (ft)	150			190								
Base Capacity (vph)	406	1974		432	1938			1133			1033	
Starvation Cap Reductn	0	0		0	0			0			0	
Spillback Cap Reductn	0	0		0	0			0			0	
Storage Cap Reductn	0	0		0	0			0			0	
Reduced v/c Ratio	0.09	0.45		0.11	0.54			0.16			0.24	

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 69.8

Natural Cycle: 90

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.54

Intersection Signal Delay: 13.1

Intersection LOS: B

Intersection Capacity Utilization 64.8%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 1: University Drive/Old Arlington Heights Road & Arlington Heights Road

 ϕ_1	 ϕ_2	 ϕ_4
10 s	45 s	35 s
 ϕ_5	 ϕ_6	 ϕ_8
10 s	45 s	35 s

HCM Unsignalized Intersection Capacity Analysis

2: South Access Drive/Commercial Access Drive & Arlington Heights Road

1/10/2017

												
Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Volume (veh/h)	12	827	12	31	850	13	38	0	35	9	0	16
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Hourly flow rate (vph)	12	861	12	32	885	14	40	0	36	9	0	17
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (ft)					859							
pX, platoon unblocked	0.86						0.86	0.86		0.86	0.86	0.86
vC, conflicting volume	899			874			1417	1856	437	1449	1856	449
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	569			874			1168	1677	437	1205	1676	49
tC, single (s)	4.1			4.4			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.4			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	99			95			68	100	94	91	100	98
cM capacity (veh/h)	876			685			122	78	573	109	78	878
Direction, Lane #	SE 1	SE 2	SE 3	NW 1	NW 2	NW 3	NE 1	SW 1				
Volume Total	12	574	300	32	590	309	76	26				
Volume Left	12	0	0	32	0	0	40	9				
Volume Right	0	0	12	0	0	14	36	17				
cSH	876	1700	1700	685	1700	1700	196	249				
Volume to Capacity	0.01	0.34	0.18	0.05	0.35	0.18	0.39	0.10				
Queue Length 95th (ft)	1	0	0	4	0	0	43	9				
Control Delay (s)	9.2	0.0	0.0	10.5	0.0	0.0	34.5	21.2				
Lane LOS	A			B			D	C				
Approach Delay (s)	0.1			0.4			34.5	21.2				
Approach LOS							D	C				
Intersection Summary												
Average Delay			1.9									
Intersection Capacity Utilization			39.0%		ICU Level of Service			A				
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

3: North Access Drive & Arlington Heights Road

1/10/2017

						
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↑↑			↑↑		↑
Volume (veh/h)	795	7	0	904	0	56
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97
Hourly flow rate (vph)	820	7	0	932	0	58
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			827		1289	413
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			827		1289	413
tC, single (s)			4.1		6.8	7.0
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.4
p0 queue free %			100		100	90
cM capacity (veh/h)			813		158	574
Direction, Lane #	SE 1	SE 2	NW 1	NW 2	NE 1	
Volume Total	546	280	466	466	58	
Volume Left	0	0	0	0	0	
Volume Right	0	7	0	0	58	
cSH	1700	1700	1700	1700	574	
Volume to Capacity	0.32	0.16	0.27	0.27	0.10	
Queue Length 95th (ft)	0	0	0	0	8	
Control Delay (s)	0.0	0.0	0.0	0.0	12.0	
Lane LOS					B	
Approach Delay (s)	0.0		0.0		12.0	
Approach LOS					B	
Intersection Summary						
Average Delay			0.4			
Intersection Capacity Utilization			32.3%		ICU Level of Service	A
Analysis Period (min)			15			



Village of Arlington Heights Building Services Department

Interoffice Memorandum

To: Sam Hubbard, Development Planner, Planning and Community Development
From: Deb Pierce, Plan Reviewer, Building Services Department
Subject: 3250 N Arlington Heights Rd., Land Use Variation for a Private School
PC #: 17-001 – Round 1
Date: January 26, 2017

Sam:

I have reviewed the documents submitted for the above referenced project and offer the following comments:

1. This project will be reviewed as an E Use group, with the Fitness room and Gymnasium classified as A-3 accessory uses.
2. Provide an occupant load calculation for the space by room and include all staff members.
3. Provide a means of egress plan for review indicating the path of travel from all areas, the travel distance and occupant load. This information will be used to verify the required exit widths, door swing, door encroachment and number of exit doors required.
4. Rooms over 49 occupants will require two exits.
5. Assembly occupancies (Fitness & Gym) will be required to have the occupant load posted in a conspicuous location.
6. Provide details on the kitchen equipment and possible food service.
7. Exit doors shall have panic hardware per IBC 1008.1.10 where the occupant load is 50 or more.

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**PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT**



Village of Arlington Heights, IL
Department of Building Services

Fire Safety Division



Date: 1/20/2017 Revised 1-31-17 P.C. Number: 17-001 Round 1
Project Name: New Hope Academy
Project Location: 3250 N. Arlington Heights Rd.
Planning Department Contact: Sam Hubbard, Planning and Community Development
Cc: Lt. M. Aleckson, A.H.F.D.

General Comments:

1. Project shall comply with all current adopted codes including the 2000 Ed. Life Safety Code (NFPA 101).
2. NFPA 13 compliant fire sprinkler is required. Plans showing changes to the fire sprinkler system shall be submitted for review under a separate fire sprinkler permit.
3. A fire alarm is required. Initiation shall be by manual means and by operation of any required smoke detectors and required sprinkler system. Plans showing changes to the fire alarm system shall be submitted for review under a separate fire alarm permit.
4. A full functioning annunciator panel shall be provided at the main entrance of the occupancy.
5. A key safe (Knox Box) shall be provided and shall contain keys to all areas within the occupancy.
6. Documentation provided states occupants shall be between the ages of 11-21. Additional requirements are mandated should the occupancy change or allow the attendance of occupants in second grade or younger.
7. If this is a change of occupancy to an educational use, Section 4.6.11 of the LSC states a change of one occupancy to another classification shall be permitted only where such a structure, building, or portion thereof conforms with the requirements of the LSC that apply to new construction for the proposed new use or where specifically permitted elsewhere in the Code, existing construction features shall be permitted to be continued in use in conversions.
8. Exit access corridors shall not have less than 6 feet of clear width. LSC Sec. 14.2.3.2
9. Every room normally subject to student occupancy shall have an exit access door leading directly to an exit access corridor or exit. (Some exceptions apply) LSC Sec. 12.2.5.4
10. Aisles shall not be less than 30 in. LSC 14.2.5.6
11. Interior wall and ceiling finish materials shall be Class A in stairways, corridors, and lobbies. In all other occupied areas interior wall and ceiling finish shall be Class A or B.
12. Interior floor finish materials shall be Class I or Class II within corridors and exits.
13. Means of egress shall comply with chapter 7 of the LSC and Section 14.2.
14. The facility shall have a comprehensive written fire emergency response plan. Copies of the plan shall be made available to all employees. All employees shall be periodically instructed and kept informed with respect to the duties of their position under the plan.

NOTE: PLAN IS CONCEPTUAL ONLY SUBJECT TO DETAILED PLAN REVIEW

Date 1-31-17

Reviewed By:


Fire Safety Supervisor

**Village of Arlington Heights
Public Works Department**

Memorandum

To: Sam Hubbard, Planning and Community Development

From: Cris Papierniak, Assistant Director of Public Works

Date: February 2, 2017

Subject: 3250 N. Arlington Heights Rd., P.C. #17-01

With regard to the proposed Land Use Variation, I have the following comments:

- 1) The existing water meter for the building is 31 years old and obsolete; a new water meter will have better flow characteristics and therefore must be replaced.
- 2) Our records indicate that there is a single detector check valve protecting the domestic water supply, this valve needs to be replaced with an approved RPZ.

If you have any questions, please feel free to contact me.

C. file

ENGINEERING DEPARTMENT

3

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 17-001
 Petitioner: New Hope Academy David/Brandy Larrance
6289 W. Howard Street
Niles, IL 60714
 Owner: LW Arlington, LLC
3250 N. Arlington Heights Rd. Ste. 109
Arlington Heights, IL 60004 (312.580.0825)
 Contact Person: Brandy M. Larrance
 Address: _____
 Phone #: 847.588.0463 or 830.264.4042
 Fax #: 847.588.0464
 E-Mail: brandyd@nhaweb.com/david@nhaweb.com

P.I.N.# 03-08-102-035-0000 & 03-08-102-029-0000
 Location: 3250 N. Arlington Heights Rd
 Rezoning: _____ Current: M-1 Proposed: _____
 Subdivision: _____
 # of Lots: _____ Current: _____ Proposed: _____
 PUD: _____ For: _____
 Special Use: _____ For: _____
 Land Use Variation: ✓ For: Private School
 Land Use: _____ Current: Office Building
 Proposed: _____
 Site Gross Area: 16,409 USF
 # of Units Total: One Unit (Suite 200)
 1BR: _____ 2BR: _____ 3BR: _____ 4BR: _____

(Petitioner: Please do not write below this line.)

1. PUBLIC IMPROVEMENTS

REQUIRED: _____ YES NO COMMENTS

a. Underground Utilities

Water _____ X _____

Sanitary Sewer _____ X _____

Storm Sewer _____ X _____

b. Surface Improvement

Pavement _____ X _____

Curb & Gutter _____ X _____

Sidewalks _____ X _____

Street Lighting _____ X _____

c. Easements

Utility & Drainage _____ X _____

Access _____ X _____

2. PERMITS REQUIRED OTHER THAN VILLAGE:

- a. MWRDGC _____ b. IDOT _____
 c. ARMY CORP _____ d. IEPA _____
 e. CCHD _____

3. R.O.W. DEDICATIONS? _____
 4. SITE PLAN ACCEPTABLE? _____
 5. PRELIMINARY PLAT ACCEPTABLE? _____
 6. TRAFFIC STUDY ACCEPTABLE? _____
 7. STORM WATER DETENTION REQUIRED? _____
 8. CONTRIBUTION ORDINANCE EXISTING? _____
 9. FLOOD PLAIN OR FLOODWAY EXISTING? _____
 10. WETLAND EXISTING? _____

YES NO COMMENTS

_____ X _____
 _____ _____ N/A
 _____ _____ N/A
X _____ _____
 _____ X _____
 _____ X _____
 _____ X _____
 _____ X _____

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 DEVELOPMENT DEPARTMENT

GENERAL COMMENTS ATTACHED

PLANS PREPARED BY: N/A
 DATE OF PLANS: N/A

Joan J. Mull 1/25/17
 Director Date

**PLAN COMMISSION PC #17-001
New Hope Academy
3250 N. Arlington Heights Road
LUV – Private School
Round 1**

11. The petitioner is notified that these comments are being provided to ensure that the project meets the requirements for submittal to the Plan Commission. Approval by the Plan Commission is not an endorsement or approval of these documents to obtain the required building permits, engineering approval, or permits required by other government or permitting agencies for construction. Detailed plan review with associated comments will be provided upon submittal of plans for a building permit. The petitioner shall acknowledge that they accept this understanding.
12. At this time there are no proposed exterior modifications, so stormwater detention is not required, exterior lighting will not change, and existing fire vehicle access not change.


James J. Massarelli, P.E. 1/25/17
Director of Engineering Date

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DEVELOPMENT DEPARTMENT



Arlington Heights Fire Department Plan Review Sheet

P. C. Number 17-001

Project Name New Hope Academy

Project Location 3250 N. Arlington Heights Road

Planning Department Contact Sam Hubbard

General Comments

Round 1

General Comments:

- 1) If there will be changes to the parking lot area or any other area in which Fire Department vehicles would need to navigate then FD would request a new auto turn diagram.
- 2) Building is to be sprinkled per code.
- 3) The Fire Department Connection shall be located on the front of the building, be fully visible, and located at the main entrance of the building within a maximum travel distance of 100 feet to the nearest fire hydrant.
- 4) A Knox Box (key safe) shall be provided at the main entrance of the occupancy.
- 6) A full functioning annunciator panel shall be provided at the main entrance of the occupancy.

**NOTE: PLAN IS CONCEPTUAL ONLY
SUBJECT TO DETAILED PLAN REVIEW**

Date Jan. 20, 2017 Reviewed By: LT. Mark Aleckson

Arlington Heights Fire Department

HEALTH SERVICES DEPARTMENT

6

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 17-001
 Petitioner: New Hope Academy David/Brandy Larrance
6289 W. Howard Street
Niles, IL 60714
 Owner: LW Arlington, LLC
3250 N. Arlington Heights Rd. Ste. 108
Arlington Heights, IL 60004 (312.660.0825)
 Contact Person: Brandy M. Larrance
 Address: _____
 Phone #: 847.588.0483 or 630.254.4042
 Fax #: 847.588.0484
 E-Mail: brandy@nhaweb.com/david@nhaweb.com

P.I.N.# 03-08-102-035-0000 & 03-08-102-029-0000
 Location: 3250 N. Arlington Heights Rd
 Rezoning: _____ Current: M-1 Proposed: _____
 Subdivision: _____
 # of Lots: _____ Current: _____ Proposed: _____
 PUD: _____ For: _____
 Special Use: _____ For: _____
 Land Use Variation: ✓ For: Private School
 Land Use: _____ Current: Office Building
 Proposed: _____
 Site Gross Area: 16,409 USE
 # of Units Total: One Unit (Suite 200)
 1BR: _____ 2BR: _____ 3BR: _____ 4BR: _____

(Petitioner: Please do not write below this line.)

1. GENERAL COMMENTS:

No comments at this time

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 DEVELOPMENT DEPARTMENT

Jeff Bohner 1/31/17

Environmental Health Officer

Date

James McCalister 1/31/17 AM

for

Direc
Date

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

7

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 17-001
 Petitioner: New Hope Academy David/Brandy Larrance
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 Owner: LW Arlington, LLC
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 Location: 3250 N. Arlington Heights Rd
 Rezoning: _____ Current: M-1 Proposed: _____
 Subdivision: _____
 # of Lots: _____ Current: _____ Proposed: _____
 PUD: _____ For: _____
 Special Use: _____ For: _____
 Land Use Variation: ✓ For: Private School
 Land Use: _____ Current: Office Building
 Proposed: _____
 Site Gross Area: 18,400 USE
 # of Units Total: One Unit (Suite 200)
 1BR: _____ 2BR: _____ 3BR: _____ 4BR: _____

(Petitioner: Please do not write below this line.)

- | | YES | NO | |
|----|----------|----------|---|
| 1. | <u>X</u> | _____ | COMPLIES WITH COMPREHENSIVE PLAN? |
| 2. | <u>X</u> | _____ | COMPLIES WITH THOROUGHFARE PLAN? |
| 3. | _____ | _____ | VARIATIONS NEEDED FROM ZONING REGULATIONS?
(See below.) |
| 4. | _____ | <u>X</u> | VARIATIONS NEEDED FROM SUBDIVISION REGULATIONS?
(See below.) |
| 5. | _____ | <u>X</u> | SUBDIVISION REQUIRED? |
| 6. | _____ | <u>X</u> | SCHOOL/PARK DISTRICT CONTRIBUTIONS REQUIRED?
(See below.) |

Comments:

PLEASE SEE ATTACHED COMMENTS.

[Signature]

1.31.17

Date

Planning & Community Development Dept. Review

January 31, 2017



REVIEW ROUND 1

Project: 3250 N. Arlington Heights Rd.
New Hope Academy

Case Number: PC 17-001

Parking:

7. Please provide the following information for New Hope Academy:
 - a. It appears that 12 classroom are proposed. Please clarify how many of these classrooms are intended for High-School students and how many are intended for Elementary/Middle school aged students.
 - b. How many high-school (or older) aged students are currently enrolled at New Hope Academy?
8. The following table represents the tenant list for the building:

Address	Use	Size
Suite 100	Unknown	1,564 SF
Suite 101	North American Die Casting	2,646 SF
Suite 102	Planning Dynamics	2,434 SF
Suite 104	Tall Grass Group LLC	1,564 SF
Suite 105	Communications Workers of America	3,882 SF
Suite 106	Ennes & Associates	2,393 SF
Suite 108	ACG Management	2,288 SF
Suite 109	Lederer Vision	3882 SF
Suite 110	Lederer Vision	950 SF
Suite 112	Vacant	1,553 SF
Suite 200	New Hope Academy	18,122 SF
Suite 300	Vacant	22,399 SF
Suite 301	Vacant	24,933 SF
Suite MISC	Vacant	179 SF

In order to calculate the required parking for the site, the additional information/clarification is needed relative to the above table:

- a. The "Rent Roll" sheet did not match the "Demising Plan" sheet illustrating where the tenant spaces are located. Please provide an accurate exhibit illustrating where the tenant spaces are located within the building.
- b. Please clarify the difference between USF (which I'm assuming to be "Useable Square Footage") and RSF

- c. Please confirm that no suites are missing in the above table and that the suites included are accurate in regards to size and tenant. If revisions to the table are needed, please make the revisions accordingly and provide a final updated table.
- d. Please clarify what the “Miscellaneous Suite” is used for and where it is located.
- e. Suite 100 was listed on the “Rent Roll” sheet but no business name was assigned to this space. Is this space vacant?

Traffic Study:

9. The traffic study did not discuss the southern ingress/egress drive to University Ave. Please clarify why this drive was not analyzed in the traffic study. Staff notes that as an alternative to suggested clock-wise movement throughout the site for drop-off and pick-up vehicles that will require them to exit using the northern entrance onto Arlington Heights Rd (which only allows southbound travel on Arlington Heights Rd.), drop-off and pick-up vehicles may wish to utilize the southern access drive that leads them to University Drive and allows eventual northbound travel on Arlington Heights Road.
10. Please provide an exhibit that identifies where the 20 reserved spaces for New Hope Academy will be located as were identified in the traffic study. Is the landlord aware and agreeable to having 20 spaces dedicated for New Hope Academy? How will these spaces be identified as reserved for New Hope Academy (i.e. signage)?
11. For students that are dropped off and picked up, which doorway will these students use to enter/exit the building? Will they use shared doorway that leads into the common corridor of the building, or the doorway at the front of the New Hope space that leading into the reception area for New Hope?

Prepared by:

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

7A

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. <u>17-001</u>	P.I.N.# <u>03-08-102-035-0000 & 03-08-102-029-0000</u>
Petitioner: <u>New Hope Academy David/Brandy Larrance</u>	Location: <u>3250 N. Arlington Heights Rd</u>
<u>6289 W. Howard Street</u>	Rezoning: <u> </u> Current: <u>M-1</u> Proposed: <u> </u>
<u>Niles, IL 60714</u>	Subdivision: <u> </u>
Owner: <u>LW Arlington, LLC</u>	# of Lots: <u> </u> Current: <u> </u> Proposed: <u> </u>
<u>3250 N. Arlington Heights Rd. Ste. 108</u>	PUD: <u> </u> For: <u> </u>
<u>Arlington Heights, IL 60004 (312.580.0825)</u>	Special Use: <u> </u> For: <u> </u>
Contact Person: <u>Brandy M. Larrance</u>	Land Use Variation: <u>✓</u> For: <u>Private School</u>
Address: <u> </u>	Land Use: <u> </u> Current: <u>Office Building</u>
Phone #: <u>847.588.0463 or 830.254.4042</u>	Proposed: <u> </u>
Fax #: <u>847.588.0464</u>	Site Gross Area: <u>16,400 LUSE</u>
E-Mail: <u>brandy@nhaweb.com/david@nhaweb.com</u>	# of Units Total: <u>One Unit (Suite 200)</u>
	1BR: <u> </u> 2BR: <u> </u> 3BR: <u> </u> 4BR: <u> </u>

(Petitioner: Please do not write below this line.)

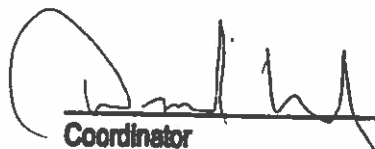
LANDSCAPE & TREE PRESERVATION:

1. Complies with Tree Preservation Ordinance
2. Complies with Landscape Plan Ordinance
3. Parkway Tree Fee Required
(See below.)

YES	NO
<u>N/A</u>	<u> </u>
<u> </u>	<u>X</u>
<u> </u>	<u>X</u>

Comments:

- 1) Per Chapter 28, section 6.15, a four inch caliper shade tree is required at the ends of all parking rows. There are a few islands where the code required tree is absent.
- 2) Per Chapter 28, Section 6.15-1.2a, a three foot high screen must be provided in order to screen the parking/paved areas that are adjacent to the public way. Provide a three foot high screen along Arlington Heights Road.


2/1/17

 Coordinator Date



6289 W Howard Street • Niles IL 60714 • Phone 847.588.0463 • Fax 847.588.0464 • www.nhaweb.com

February 6, 2017

Attn: Mr. Sam Hubbard/Village of Arlington Heights
Development Planner
Department of Planning and Community Development
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

RECEIVED

FEB 06 2017

**PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT**

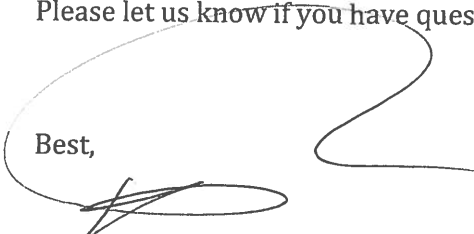
Dear Mr. Sam Hubbard:

Please accept our Round 1 review comments. All comments have been responded to in writing referencing each by Department and number. Since there was no revision to the plans, until they are submitted for the building permits, we have not included plans.

We have included 7 copies of our responses. We understand our responses will become part of the public record for this application.

Please let us know if you have questions or need additional information.

Best,



Brandy and Dave Larrance

"We don't have to agree on anything to be nice to each other."

Brandy M. Larrance
Executive Director
NewHope Academy
brandyl@nhaweb.com
847.588.0463 x 230
847.588.0464 fax

Addressing: Interoffice Memorandum

1. This project will be reviewed as an E Use group, with the Fitness room and Gymnasium classified as A-3 Accessory uses.
 - **Noted**
2. Provide an occupant load calculation for the space by room and include all staff members.
 - **An occupant load calculation will be provided as part of the building submittal.**
3. Provide a means of egress plan for review indicating the path of travel from all areas, the travel distance and occupant load. This information will be used to verify the required exit widths, door swing, door encroachment and number of exit doors required.
 - **An egress plan will be provided as part of the building permit submittal and the egress path will be modified as required.**
4. Rooms over 49 occupants will require two exits.
 - **Noted**
5. Assembly occupancies (Fitness and Gym) will be required to have the occupant load posted in a conspicuous location.
 - **Noted**
6. Provide details on the kitchen equipment and possible food service.
 - **The kitchen will have a stove used for life skills class/staff use, a microwave, and a washer and dryer. Students are required to bring their own lunches, no food service will be provided. Use of the kitchen will be for staff or teacher instructed classes.**
7. Exit doors shall have panic hardware per IBC 1008.1.10 where the occupant load is 50 or more.
 - **Noted**

Addressing: Fire Safety Division

1. Project shall comply with all current adopted codes including the 2000 ED. Life Safety Code (NFPA 101).
 - **Noted**
2. NFPA 13 compliant fire sprinkler is required. Plans showing changes to the fire sprinkler system shall be submitted for review under a separate fire sprinkler permit.
 - **This has been noted, is understood will be provided in the building permit submittal.**
3. A fire alarm is required. Initiation shall be by manual means and by operation of any required smoke detectors and required sprinkler system. Plans showing changes to the fire alarm system shall be submitted for review under a separate fire alarm permit.
 - **This has been noted, is understood will be provided in the building permit submittal.**
4. A full function annunciator panel shall be provided at the main entrance of the occupancy.
 - **A full function annunciator panel is currently located at the main entrance of the building. Fire Department access to the building and to all of the tenant suites, including the suite that is the subject of this application, is historically made through the main entrance of the building.**
5. A key safe (knox box) shall be provided and shall contain keys to all areas within the occupancy.
 - **A key safe (knox box) is currently located on the exterior wall of the building adjacent to the main entrance. Keys to all areas of the building, including the suite that is the subject of this application, are contained within the knox box.**
6. Documentation provided states occupants shall be between the ages of 11-21. Additional requirements are mandated should the occupancy change or allow the attendance of occupants in second grade or younger.
 - **Noted**
7. If this is a change of occupancy to an educational use, Section 4.6.11 of the LSC states a change of one occupancy to another classification shall be permitted only where such a structure, building, or portion thereof conforms with the requirement of the LSC that apply to new construction for the proposed new use or where specifically permitted elsewhere in the code, existing construction features shall be permitted to continue in use conversions.
 - **Noted**
8. Exit access corridor shall not have less than 6 feet of clear width. LSC Sec. 14.2.3.2.
 - **Noted**
9. Every room normally subject to student occupancy shall have an exit access door leading directly to an exit access corridor or exit. (Some exceptions apply) LSC Sec. 12.2.3.2.
 - **Noted**
10. Aisles shall not be less than 30 in. LSC 14.2.5.6
 - **Noted**
11. Interior wall and ceiling finish materials shall be Class A in stairways, corridors, and lobbies. In all other occupied areas interior wall and ceiling finish shall be Class A or B.
 - **Noted**

Addressing: Fire Safety Division (page 2)

12. Interior floor finish material shall be Class I or Class II within corridors and exits.

- **Noted**

13. Means of egress shall comply with chapter 7 of the LSC and Section 14.2.

- **Noted**

14. The facility shall have a comprehensive written fire emergency response plan. Copies of the plan shall be made available to all employees. All employees shall be periodically instructed and kept informed with respect to the duties of their position under the plan.

- **Noted**

Addressing: Engineering Department

11. The petitioner is notified that these comments are being provided to ensure that the project meets the requirements for submittal to the Plan Commission. Approval by the Plan commission is not an endorsement of approval of these documents to obtain the required building permits, engineering approval, or permits required by other government or permitting agencies for construction. Detailed plan review with associated comments will be provided upon submittal of plan for a building permit. The petitioner shall acknowledge that they accept their understanding.

- **This has been noted and is understood.**

12. At this time there are no proposed exterior modifications, so storm water detention is not required, exterior lighting will not change, and existing fire vehicle access not change.

- **Noted**

Addressing: Arlington Heights Fire Department Plan Review Sheet

1. If there will be changes to the parking lot area or any other area in which Fire Department vehicles would need to Navigate then FD would request a new Auto turn diagram.
 - **No physical changes are needed.**
2. Building is to be sprinkled per code.
 - **Noted**
3. The Fire Department connection shall be located on the front of the building, be fully visible, and located at the main entrance of the building within a maximum travel distance of 100 feet to the nearest fire hydrant.
 - **A Fire Department connection is currently located adjacent to the main entrance of the building, within 100 feet of the nearest hydrant.**
4. A Knox Box (Key Safe) shall be provided at the main entrance of the occupancy.
 - **A key safe (knox box) is currently located on the exterior wall of the building adjacent to the main entrance. Keys to all areas of the building, including the suite that is the subject of this application, are contained within the knox box.**
5. A full functioning annunciator panel shall be provided at the main entrance of the occupancy.
 - **A full function annunciator panel is currently located at the main entrance of the building. Fire Department access to the building and to all of the tenant suites, including the suite that is the subject of this application, is typically made through the main entrance of the building.**

Addressing: Health Services Department

No comments to address at this time.

Addressing: Planning and Community Development Department

7. Please provide the following information for New Hope Academy

a. It appears that 12 classrooms are proposed. Please clarify how many of these classrooms are intended for High-School students and how many are intended for Elementary/Middle school aged students.

- **10 classrooms will be used for high school students (9-12 grade)**
- **2 classrooms will be used for junior high students (6-8 grade)**

b. How many High-school (or older) aged students are currently enrolled at New hope Academy?

- **02.2017- 52 students enrolled at NewHope are high school students.**

8. The following Table represents the tenant list for the building:

Address	Use	Size	Population
Suite 100	Vacant	1,859 rsf	0
Suite 101	North American Die Casting Association	2,646 rsf	6
Suite 102	Planning Dynamics	2,434 rsf	7
Suite 104	Tallgrass Group LLC	1,564 rsf	3
Suite 105	Communication Workers of America	3,882 rsf	5
Suite 106	Ennes & Associates	2,393 rsf	6
Suite 108	ACG Management	2,288 rsf	1
Suite 109	Lederer (Vision Care)	5,882 rsf	26
Suite 110 (Storage)	Lederer (Vision Care)	950 rsf	0
Suite 112	Vacant	1,553 rsf	0
Suite 200	NewHope Academy	18,122 rsf	24 Staff / 65 Students
Suite 300	Vacant	29,389 rsf	0
TOTAL		72,962	143

In order to calculate the required parking for the site, the additional information/clarification is needed relative to the above table:

- a. The "Rent roll" sheet did not match the "Demising Plan" sheet illustrating where the tenant spaces are located. Please provide an accurate exhibit illustrating where the tenant spaces are located within the building.
- **See above revised RENT ROLL TABLE that matches the attached revised DEMISING PLAN.**

Addressing: Planning and Community Development Department (Page 2)

- b. Please clarify the difference between USF (which I'm assuming to be "Useable Square Footage") and RSF (which I'm assuming to be "Rentable Square Footage"). Please confirm that the "size" Column in the table above uses the total square footage of reach space, not just the "useable square footage". Please revise the table where applicable.
 - **The CCIM Institute (Certified Commercial Investment Member) defines usable square footage as the actual occupied area leased. Rentable square footage is the sum of the usable square footage and a portion of common areas and other non-leasable building areas allocated to the area leased (often determined by applying a percentage load factor to the usable square footage). The above Rent Roll Table contains the rentable square footage of each premises, which was determined by multiplying the useable square footage and the 1.1044 load factor multiplier.**
- c. Please confirm that no suites are missing in the above table and that the suites included are accurate in regards to size and tenant. If revisions to the table are needed, please make the revisions accordingly and provide a final updated table.
 - **The above revised RENT ROLL TABLE includes all of the suites in the building and is accurate as to size and tenant.**
- d. Please clarify what the "Miscellaneous Suite" is used for and where it is located.
 - **The "Miscellaneous Suite" was a bookkeeping reference to account for common area space that had not been included in the rentable square footage calculation. There is no "Miscellaneous Suite" and the term has been removed from the revised RENT ROLL TABLE.**
- e. Suite 100 was listed on the "Rent Roll" sheet but no business name was assigned to this space. Is this space vacant?
 - **Suite 100 is vacant as indicated in the revised RENT ROLL TABLE.**
- 9. The traffic study did not discuss the southern ingress/egress drive to University Ave. Please clarify why this drive was not analyzed in the traffic study. Staff notes that as an alternative to suggested clockwise movement throughout the site for drop-off and pick-up vehicles that will require them to exit using the northern entrance onto Arlington Heights Rd (which only allows southbound travel on Arlington heights rd), drop-off and pick-up vehicles may wish to utilize the southern access drive that leads them to University Drive and allows eventual northbound travel on Arlington Heights Road.
 - **While the southern drive can be utilized it is not desirable since it is a shared access drive with 120 W. University Drive building which appears to be occupied by an industrial type use with trucks. The clockwise movement is recommended to ensure students are dropped off and picked-up on the passenger side of the vehicle. On-site circulation and connectivity of the parking areas will allow traffic desiring to travel northbound on Arlington Heights Road to utilize the south access drive as well as the north access drive off Arlington Heights Road.**

Addressing: Planning and Community Development Department (Page 3)

10. Please provide and **exhibit** that identifies where the 20 reserved spaces for New Hope Academy will be located as were identified in the traffic study. Is the landlord aware and agreeable to having 20 spaces dedicated for New Hope Academy? How will these spaces be identified as reserved for New Hope Academy (i.e. signage)?
 - **The attached Parking Plan identifies the NewHope student entrance with adjacent parking spaces that would be identified with appropriate signage as reserved for NewHope.**
11. For students that are dropped off and picked up, which doorway will these students use to enter/exit the building? Will they use shared doorway that leads into the common corridor of the building, or the doorway at the front of the New Hope space that leading into the reception area for New Hope?
 - **The main entrance for students and visitors to NewHope Academy will be at the south end of the wing. It is the intent that the exterior doorway at the NE corner of the space will be used as a second means of egress only and students will not be allowed to enter the school at this location.**

Addressing: Community Services Bureau

1. Character of use:
 - **no comment needed**
2. Are lighting requirements adequate?
 - **no comment needed**
3. Present traffic problems?
 - **no comment needed**
4. Traffic accidents at particular location?
 - **no comment needed**
5. Traffic problems that may be created by the development?
 - This development may create additional traffic problems especially during drop off and pick up times. There should be traffic control signage in the parking lot encouraging traffic to flow in one direction (as recommended by traffic study).
 - **Noted**
6. **General comments:**
 - Please ensure there is an emergency information/contact card on file with the Arlington Heights Police Department and that it is up-to-date. Agent contact information must be provided to the Arlington Heights Police Department during all construction phases. The form is attached. Please complete and return. This allows police department personnel to contact an agent during emergency situations or for suspicious/criminal activity on the property during all hours.
 - **Attached form. The building has an access control panel system that locks the exterior doors on a preset schedule. Security procedures as to NewHope premises will be addressed in the Crisis plan.**
 - Access control to the building and/or classroom areas must be considered. Consider numbering the exterior doors. Additional information as to perimeter security, door access, visitor check in procedures and emergency plans are needed before any recommendations can be made.
 - **Noted**
 - The vestibule entrance to the facility needs to be secured and entry gained through buzzer. If entry into the building is made by unwanted persons, the reception area should have procedures in place to prohibit access to the rest of the facility.
 - **Noted**

Addressing: Planning and Community Development Department

1. Per Chapter 28, section 6.15, a four inch caliper shade tree is required at the ends of all parking rows. There are a few islands where the code required tree is absent.
 - **Noted, the requested changes will be made.**
2. Per Chapter 28, Section 6.15-1.2a, a three foot high screen must be provided in order to screen the parking/paved areas that are adjacent to the public way. Provide a three foot high screen along Arlington Heights Road.
 - **Noted, the requested changes will be made.**

Addressing: Village of Arlington Heights Public Works

1. The existing water meter for the building is 31 years old and obsolete; a new water meter will have better flow characteristics and therefore must be replaced.
 - **Noted and requested changes will be made.**
2. Our record indicate that there is a single detector check valve protecting domestic water supply, this valve needs to be replaced with and approved RPZ.
 - **Noted and requested changes will be made.**

" ALTA/ACSM LAND TITLE SURVEY "
OF

PHONE: 773/282-5900
FAX: 773/282-9424

[illegible]

ZONING INFORMATION (SHOWN ALONG WITH NEIGHBORHOOD INFORMATION)

THE PROPERTY DESCRIBED ABOVE IS LOCATED IN ZONE 1A1 "RESIDENTIAL, DEVELOPMENT AND LIGHT MANUFACTURING DISTRICT" (ACCORDING TO ALABAMA ZONING REGULATIONS, CODE - SEE CHAPTER 20 SECTIONS 51-47 FOR DETAILS)

MINIMUM YARD REQUIREMENTS (51-17.2)

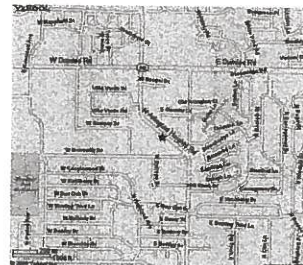
- FRONT YARD 30 FEET
- SIDE YARD: ONE (1) OF 10' WIDTH OR 25 FEET WHICHEVER IS GREATER
- REAR YARD 30 FEET (20 FEET IF PROPERTY IS ADJACENT TO RESIDENTIAL, DISTRICT)

MINIMUM FLOOR AREA RATIO: NONE (51-17.3)

MINIMUM BUILDING COVERAGE: NONE (51-17.4)

MINIMUM BUILDING HEIGHT: NO RESTRICTIONS (51-17.5)

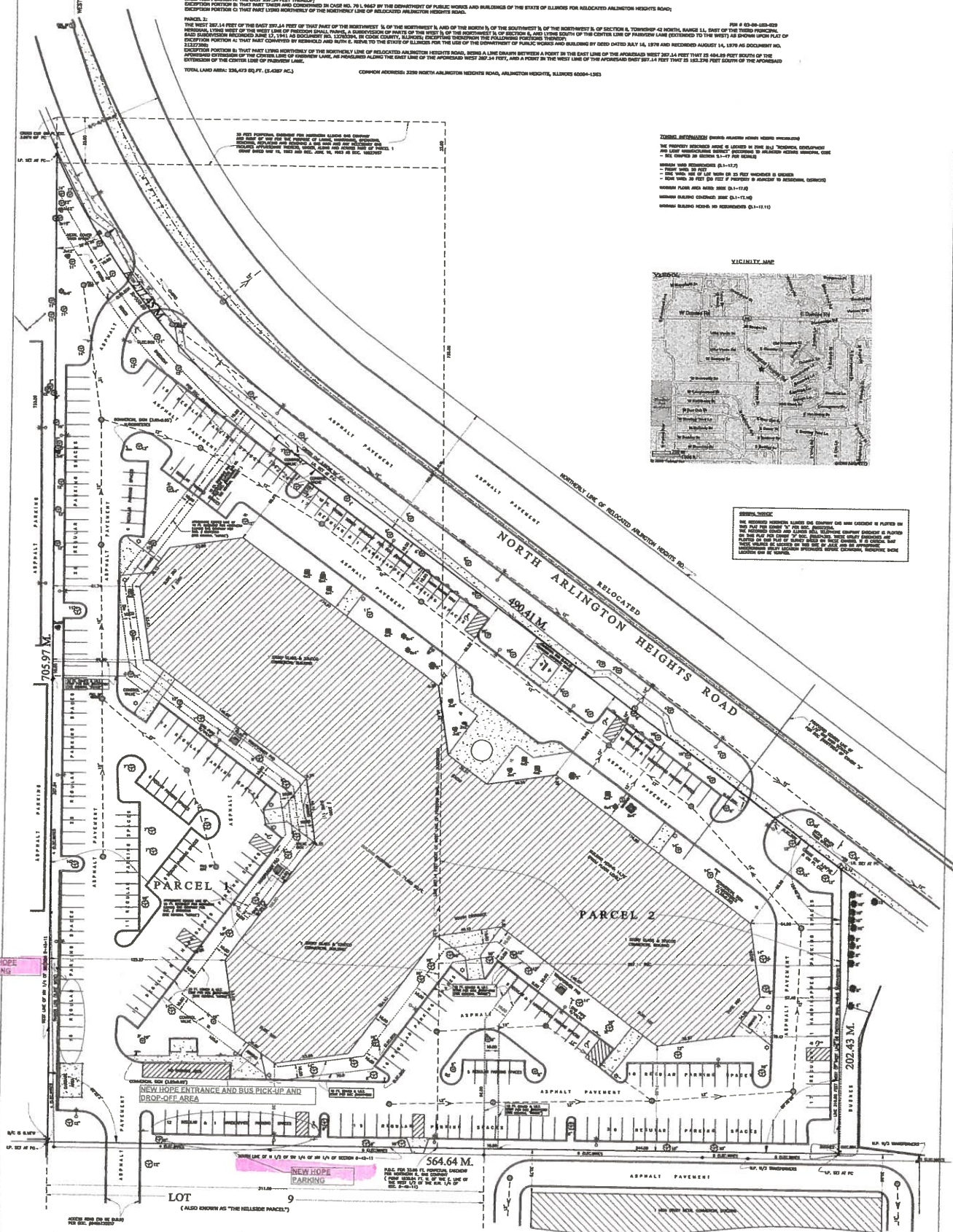
VICINITY MAP



GENERAL NOTICE

THE RECORDED MEMPHIS ALIBIS THE COMPANY HAS BEEN OBTAINED IS PLATED ON THIS PLAT PER EXHIBIT "B" PER DOC. 80022224.

THE RECORDED COMET AND ALIBIS BELL TELEPHONE COMPANY EXHIBIT IS PLATED ON THE PLAT PER EXHIBIT "C" DOC. 80022224. THESE EXHIBIT EXHIBITS ARE PLATED ON THIS PLAT OF EXHIBIT BELL ON THESE CHARTS. IT IS CRUCIAL THAT THESE VALUES LOCATED ON THIS SITE OF ALIBIS AND AN APPROPRIATE LOCATION BEING LOCATED BEFORE EXHIBITS, THEREFORE, THESE LOCATIONS ARE OF VITALITY.



PHOTOGRAPH AND STENCIL IN FEET AND DECIMAL, PLOTS THINLY

ORDER NO. 69225

SCALE: 1 INCH = 30 FEET

FILMWORK COMPLETION DATE: FEBRUARY 28, 2006

ORDERED BY: HEDRICH & IGARER

UPDATED: NOVEMBER 15, 2006

EASEMENTS PLOTTED: JANUARY 13, 2007

LEGEND:

- CHAIN LINE FORCE
- ROAD FORCE
- SIGN FORCE
- CONCRETE PAVEMENT
- BACK OF CURB
- EDGE OF CONCRETE
- PROPERTY LINE
- PROPERTY CORNER
- IRON PIPE

- HIGH ACB - POINT OF CIRCULAR - SCHE OF WAY - UTILITY POLE - UNOCCUPIED SPACE - OTHER MESSAGE - CROSS ROAD - TRUCK RALLY - TRUCK RALLY IN PROGRESS		- STOP - LIGHT - LANE - POLE - MESSAGE - CROSS - CROSS - CROSS - CROSS
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FINANCIAL FUNDING SOURCE

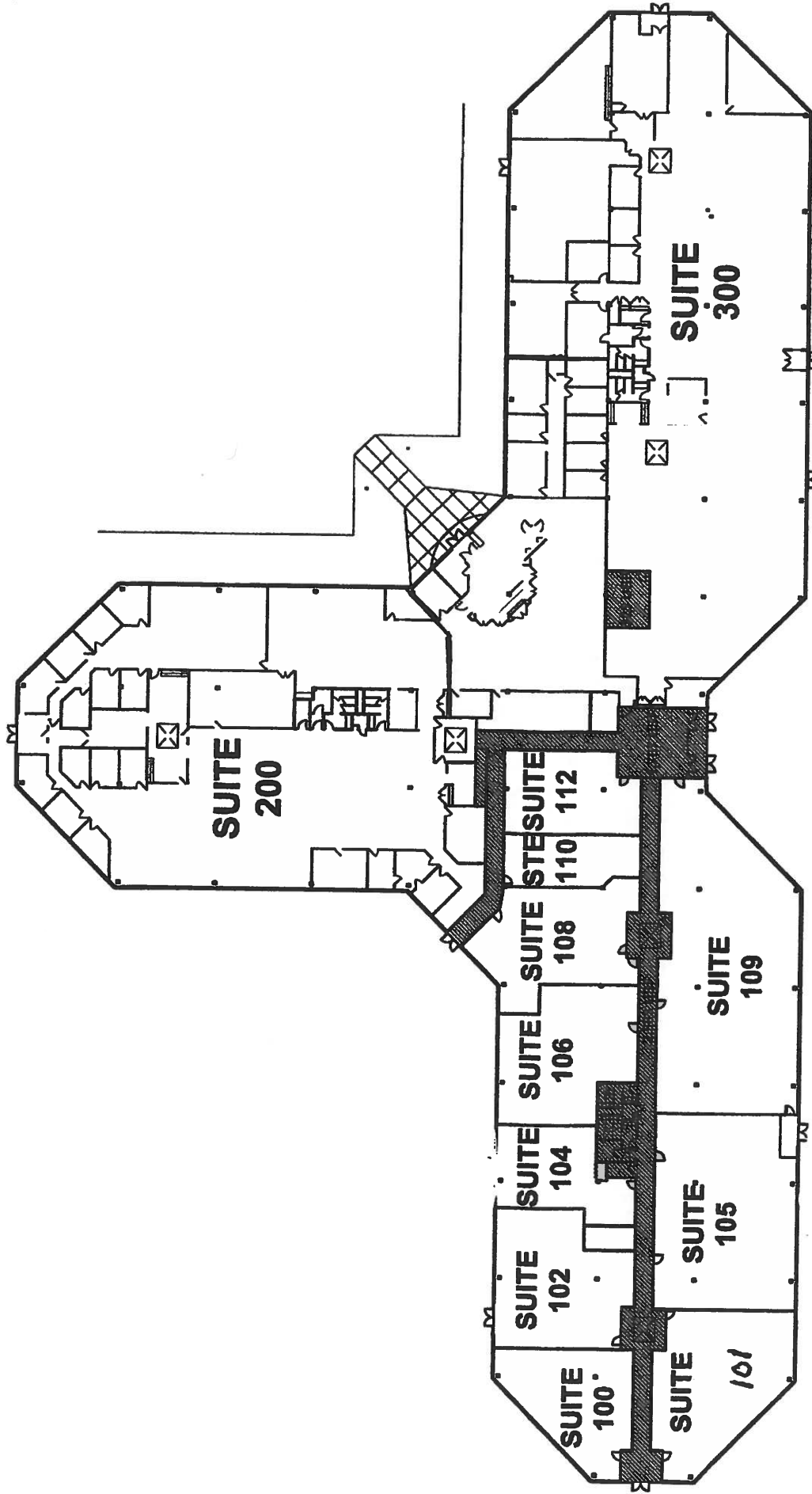
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S. HARRIS/PCB
220 2400

NEWSPY 30

1) LW ALLIANCE LLC
2) CHICAGO TRAIL RESERVE COMPANY

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TO LEO ARLINGTON LLC, CHICAGO TITLE INSURANCE COMPANY, FIRST BANC
THIS IS TO CERTIFY THAT THIS MAP IS PLAT AND THE SURVEY ON WHICH IT IS
BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DEPEND-
REQUIREMENTS FOR ALTA/CHINA LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND
ADOPTED BY ALTA AND NPS IN 2000, AND INCLUDES DEEDS 1.2, 2.3, 4.3, 7.3,
7.4-7.5, 10.3, 10.4, 11.3, 11.4, 12.3, 12.4, 13.3, 13.4, 14.3, 14.4, 15.3, 15.4,
16.3, 16.4, 17.3, 17.4, 18.3, 18.4, 19.3, 19.4, 20.3, 20.4, 21.3, 21.4, 22.3, 22.4,
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Demising Plan

Scale: Not To Scale

5.25.2012

LW ARLINGTON LLC

ARLINGTON CORPORATE CENTER
ARLINGTON HEIGHTS, ILLINOIS

WRIGHT HEEREMA | ARCHITECTS
X:270250

Arlington Heights Police Department

Emergency Information Card

1. Fill in all information by tabbing to each field.
2. When completed, save the form and send as an attachment to: tmorales@vah.com.

Arlington Heights Police Department
200 E. Sigwalt Street
Arlington Heights, IL 60005-1499
Phone: 847/368-5300

Completed forms may also be printed and submitted in the following manner:

By Mail: Arlington Heights Police Department
200 E. Sigwalt Street, Arlington Heights, IL 60005
Attention: Police Administration

Print Form (To Mail)

By Fax: (847) 368-5970 - Attention: Police Administration

In Person: Dropped off at the Arlington Heights Police Department's front desk for forwarding to Police Administration.

Name (Firm or Residence)

New Hope Academy

Address/City

3250 N. Arlington Heights Rd.

Telephone Number

Date Information Obtained

IN CASE OF EMERGENCY PLEASE CALL:

Contact #1

Name

Brandy M. Larrance

Address/City

6800 Glen Haven Ln. Glen Ellyn 60137

Telephone Number

630.790.3295

Cell Number

630.254.4043

Contact #2

Name

David A. Larrance

Address/City

6800 Glen Haven Ln. Glen Ellyn 60137

Telephone Number

630.790.3295

Cell Number

630.254.4042

Alarm System

☐ No

☒ Yes

Phone number:

Alarm Company Name



Village of Arlington Heights Building Services Department

Interoffice Memorandum

To: Sam Hubbard, Development Planner, Planning and Community Development
From: Deb Pierce, Plan Reviewer, Building Services Department
Subject: 3250 N Arlington Heights Rd., Land Use Variation for a Private School
PC #: 17-001 – Round 2
Date: February 14, 2017

Sam:

I have reviewed the documents submitted for the above referenced project and have no additional comments.



Village of Arlington Heights, IL
Department of Building Services

Fire Safety Division



Date: 2/7/2017

P.C. Number: 17-001 Round 2

Project Name: New Hope Academy

Project Location: 3250 N. Arlington Heights Rd.

Planning Department Contact: Sam Hubbard, Planning and Community Development

Cc: Lt. M. Aleckson, A.H.F.D.

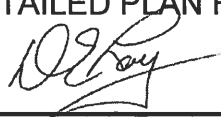
General Comments:

1. No Additional Comments.

RECEIVED
FEB 08 2017
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

NOTE: PLAN IS CONCEPTUAL ONLY SUBJECT TO DETAILED PLAN REVIEW

Date 2-07-17

Reviewed By: 
Fire Safety Supervisor

Memorandum

To: Sam Hubbard, Planning and Community Development

From: Cris Papierniak, Assistant Director of Public Works

Date: February 13, 2017

Subject: 3250 N. Arlington Heights Rd., P.C. #17-001 Round 2

With regard to the proposed Land Use Variation, Public Works has no comments for now. PW will revisit when the plans have been submitted.

If you have any questions, please feel free to contact me.

C. file

RECEIVED
FEB 14 2017
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

**PLAN COMMISSION PC #17-001
New Hope Academy
3250 N. Arlington Heights Road
LUV – Private School
Round 2**

13. Round 1 comments addressed. No further comments.

 2/9/17
James J. Massarelli, P.E. Date
Director of Engineering

RECEIVED
FEB 09 2017
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT



Arlington Heights Fire Department Plan Review Sheet

P. C. Number 17-001

Project Name

New Hope Academy

Project Location

3250 N. Arlington Heights Road

Planning Department Contact Sam Hubbard

General Comments

Round 2

No further comments from the Fire Department.

**NOTE: PLAN IS CONCEPTUAL ONLY
SUBJECT TO DETAILED PLAN REVIEW**

Date February 9, 2017

Reviewed By: LT. Mark Aleckson

Arlington Heights Fire Department

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

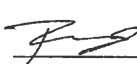
DEPARTMENT PLAN REVIEW SUMMARY

New Hope Academy
3250 N Arlington Heights
Land Use Variation for a Private School

Round 2 Review Comments

02/15/2017

1. **Character of use:**
Nothing further.
2. **Are lighting requirements adequate?**
Nothing further.
3. **Present traffic problems?**
Nothing further.
4. **Traffic accidents at particular location?**
Nothing further.
5. **Traffic problems that may be created by the development.**
Nothing further.
6. **General comments:**
 - Recommended to have security procedures/policies in place; and a school crisis plan for emergencies, active shooter, etc.
 - Lockdown procedures- will need to be scheduled with AHPD in accordance with state law
 - The projected enrollment at New Hope Academy is close to those at our existing alternative schools with School Resource Officers (SRO). Was there any discussion about the need for an SRO at New Hope in Arlington Heights or the previous location. While the number of calls for service don't appear to be an issue, we are just looking for some background information if an SRO would be needed in the future.

 #272

Brandi Romag, Crime Prevention Officer
Community Services Bureau

Approved by:

Supervisor's Signature

Planning & Community Development Dept. Review

February 10, 2017



REVIEW ROUND 2

Project: 3250 N. Arlington Heights Rd.
New Hope Academy

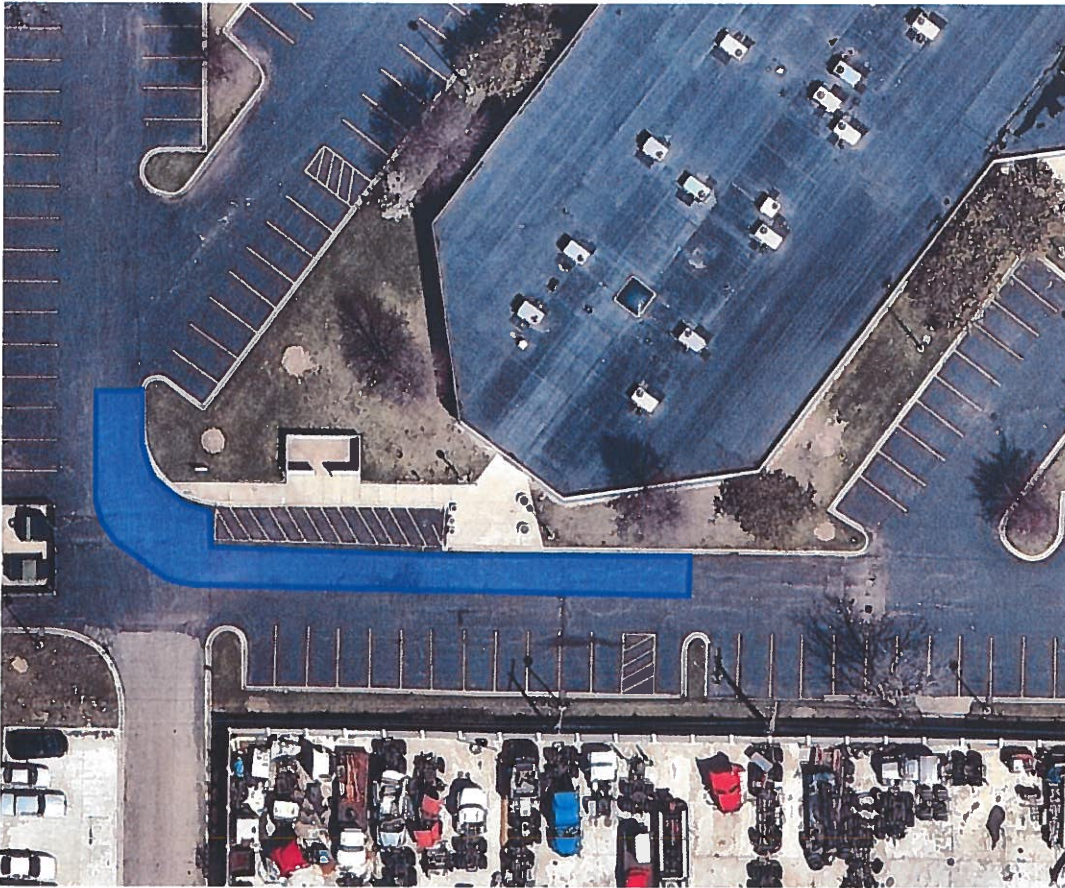
Case Number: PC 17-001

Parking:

7. The responses to comments #7 – #10 are acceptable.

Traffic Study:

8. The response to comment #11 is noted. Based on the exhibit showing the reserved spaces for New Hope Academy staff parking, and based on the information that students will enter and exit through the southwestern entrance to the New Hope tenant space (which only provides access to the New Hope Academy unit), please confirm if student drop-off/pick up will occur in the location as shaded in blue on the diagram below:



Prepared by: SAM JAMES

New Hope Academy
3250 N. Arlington Heights Road
PC 17-001
February 15, 2017

Landscape Issues

- 1) Please provide a landscape plan as part of building permit that addresses the landscape code deficiencies.
- 2) A landscape compliance bond in the amount of 30% of the landscaping costs will be required at the time of building permit.

Addressing: Interoffice Memorandum

NO COMMENTS

Addressing: Fire Safety Division

NO COMMENTS

Addressing: Engineering Department

NO COMMENTS

Addressing: Arlington Heights Fire Department Plan Review Sheet

NO COMMENTS

Addressing: Health Services Department

NO COMMENTS

Addressing: Planning and Community Development Department

7-10 NO COMMENTS

11. The Response to comment #11 is noted. Based on the exhibit showing the reserved spaces for NewHope Academy staff parking, and based on the information that students will enter and exit through the southwestern entrance to the NewHope tenant space (which only provides access to the NewHope Academy Unit), please confirm if student drop off/pick up will occur in the location as shaded in blue on the diagram below.

- o The blue area is correctly labeled where drop off and pick up will take place.**

Addressing: Community Services Bureau

1- 5. NO COMMENTS

- General comments:

- Recommended to have security/policies in place; and a school crisis plan for emergencies, active shooter, etc...

- **Noted**

- Lock down procedures are to be scheduled with Arlington Heights Police Department in accordance with IL state law.

- **Noted**

- The projected enrollment at NewHope Academy is close to those at our existing alternative schools with school resource officers. Was there any discussion about the need for an SRO at NewHope in Arlington Heights or the previous location? While the numbers of calls for service don't appear to be an issue, we are just looking for some background information if an SRO would be needed in the future.

- **Students attending NewHope do not have a history of physical aggression or verbal aggression. They are internalizing students, they do not have a behavioral component; therefore do not require the assistance of an SRO. There are two documented calls to the police over the past two years regarding NewHope students. However, we welcome a strong working relationship with the Arlington Heights Police Department.**

Addressing: Village of Arlington Heights Public Works

NO COMMENTS

Addressing: Planning and Community Development Department

Landscape issues

1. Please provide a landscape plan as part of building permit that addresses the landscape code deficiencies.
 - **AMG property services, the landscape maintenance service provider at the property, will complete the work necessary to address the landscape code deficiencies. A copy of AMG's project proposal, with landscape plan, is attached.**
2. A landscape bond in the amount of 30% of the landscaping costs will be required at the time of building permit.
 - **A landscape compliance bond in the amount of 30% of the landscape cost, which costs are currently estimated at \$14,352.00 (see the attached AMG project proposal), will be provided.**



P.O. Box 248
Batavia, IL 60510
630-460-1770

www.amgpropserv.com

PROJECT PROPOSAL

DATE: 2/9/17

Client: ACG Management Name: Jim Weber Address: 3250 N Arlington Hts. Rd Phone: 312-560-0828	Worksite: Arlington Corporate Center Function: Shrub and Tree Installation
---	---

Based on project review AMG Property Services is pleased to submit proposal(s) for consideration.

Jim,

Per your request and our site review, here is a proposal to plant missing trees and place shrubs along the perimeter of the property adjacent to Arlington Hts. Rd to meet screening requirements.

PROCEDURES AND PRICING

- Planting of five 4" caliper "autumn blaze" Maples in designated parking lot island location- to include soil amendments, mulch, initial watering and disposal of debris.

COST: \$4,472.00_____

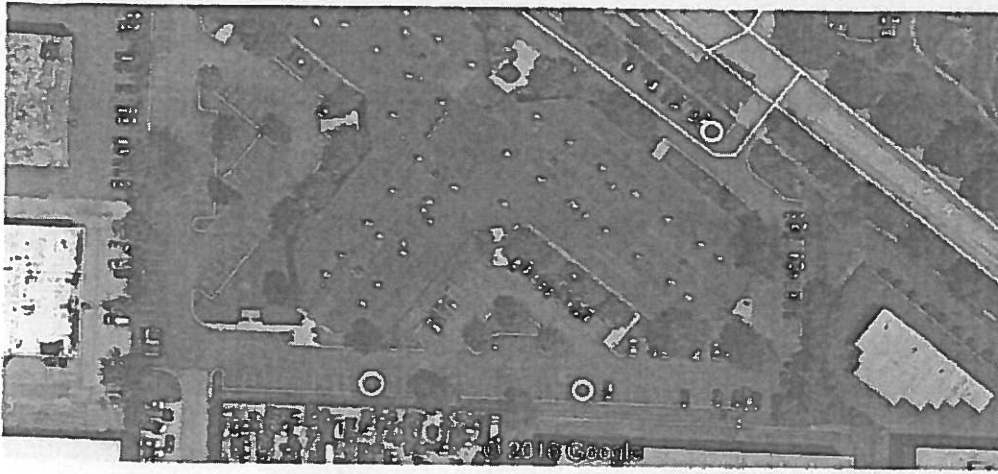
- Planting a mix of 105 - 30"/36" Black Choke Cherry & Burning Bush along the designated parkway area – Approx. 420LF. To include the area will be striped of turf, soil amendments, mulch, initial watering and disposal of debris.

COST: \$9,880.00_____

NOTES

- Permits are not included and are the Client's sole responsibility.
- AMG Property Services will secure permits upon clients request; related costs will be invoiced separately.
- Weather conditions may affect the work schedule and date of completion.
- A partial payment may be required during a project's progression and will be agreed upon prior to starting.

Submitted by:



Agreement Conditions and Acceptance

All payments are invoiced 30 days net. A service charge of 1% per month may be applied to amounts due for more than 30 days. Collections costs, including, but not limited to attorney fees, if any, will be the sole responsibility of purchaser.

Should Contractor not receive invoiced amounts within 30 days of invoice(s) date, warranties may be voided and/or nullified.

This agreement, inclusive of all attached documents, specifications, conditions, surveys, and plans constitutes the entire agreement between the parties and supersedes prior agreements, conditions and/or promises. No changes may be made to this Agreement unless approved by both parties in writing.

All materials used for the work process are guaranteed to be as specified in the Agreement. All work will be performed and completed in a professional manner consistent with today's industry standards. Should alterations or deviations from the specifications of the Agreement might become necessary due to unforeseeable conditions beyond the Contractor's control; changes will be presented in writing to Purchaser together with adjusted additional costs.

This Agreement and any subsequent changes are upon conditions of force majeure, labor disputes, strikes, accidents, severe weather conditions.

Contractor

AMG Property Services, Inc.

August Girardi

Project representative

Signature: _____

Date: _____

Accepted by Purchaser

Company: _____

Name: _____

Position: _____

Signature: _____

Date: _____

PLAN COMMISSION PROJECT TIMELINE

Project Name: Hearts Place
PC Number: 17-001
Location: 3250 N. Arlington Heights Rd. – Suite 200
Requested Action:
▪ Land Use Variation to allow a Private School within the M-2 Zoning District

	Date	# of Business Days
Preliminary Meeting w/ Applicant	12/21/16	-
Plat and Sub Committee Meeting	01/11/17	12
Awaiting Petitioner PC Application	01/17/17	3
PC Application Submittal Date	01/17/17	-
1 st Round Department Comments	02/01/17	11
Petitioner's Response	02/06/17	3
2 nd Round Department Comments	02/15/17	7
PC Hearing	03/08/17	36 days from application date
Village Board	03/20/17	8
Anticipated Village Board Ord. Adoption	04/03/17	10



Item: IAFF CBA 2017-2019

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 two 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 two years and eight months, with an expiration date of December 31, 2019, in order to align the contract with the Village's new fiscal year. This Agreement has been ratified by the Firefighters.

Due to the fact that this is a very mature contract and that the parties have a long history of working together, there were very few changes from the previous contract. One of those changes is that employees off on worker's compensation leave are now required to work light duty, in accordance with their doctors' restrictions. Additionally, all employees hired as of May 1, 2018 will have to become paramedics.

The parties agreed to the following increases: 2.5% on May 1, 2017, 2.5% on January 1, 2018 and 2.5% on January 1, 2019. In addition, consistent with settlements for the last several contracts with the IAFF, the members will receive a signing bonus.

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

It is recommended that the Village Board approve the attached 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:

Bid Amount:

ATTACHMENTS:

Description

Approval of Collective Bargaining
Agreement

Collective Bargaining Agreement

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 2017 to 2019 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 20th day of March 2017.

Village President

ATTEST:

Village Clerk

AGREEMENT

Between

VILLAGE OF ARLINGTON HEIGHTS

And

**ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.**

2017-2019

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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 race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, unfavorable discharge from military service, sexual orientation, or gender identity 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.

Employees suspected of sick leave abuse will not be disciplined. An employee 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.

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 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 Leaves of Absence. 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 Battalion Chief) 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 Battalion Chief 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 Battalion Chief 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 Battalion Chief. The on duty Battalion Chief 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 Battalion Chief 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 year, starting in January with 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 50 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 entered in to the computer (Telestaff or its successor program) 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 when there is an open engineer slot at the time the trade is approved by the Battalion Chief.) Only the Battalion Chief, or Deputy Chief if the Battalion Chief 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 Battalion Chief (Deputy Chief if the Battalion Chief 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;
- (b) the employee standing by has worked 48 consecutive hours immediately preceding the requested trade; or
- (c) the requesting employee has had 50 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. 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.

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.

Recognizing the parties mutual desire to increase the number of paramedics in the Department and understanding the impact of additional paramedics has on the ability of Firefighter I's to engage in duty trades, the parties agree to discuss at Labor-Management meetings how to ensure that Firefighter I's have a reasonable opportunity to engage in duty trades.

Section 9. Scheduling of Hanson Days. On or before October 15, the Battalion Chief 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 Battalion Chief 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 Battalion Chief 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 Battalion Chief 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 Battalion Chief 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 Battalion Chief shall start with the more senior of the two. In placing each employee in a Hanson Day slot appropriate for his position, the Battalion Chief 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>
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

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 Battalion Chief'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 Battalion Chief 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 Battalion Chief 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 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, 2017, 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/Step 1	\$63,721	Step 1	\$73,712
Step 2	\$70,201	Step 2	\$77,380
Step 3	\$73,695	Step 3	\$81,225
Step 4	\$77,358	Step 4	\$85,264
Step 5	\$81,206	Step 5	\$89,505
Step 6	\$85,242	Step 6	\$93,955
Step 7	\$89,480	Step 7	\$98,630
Step 8	\$93,933		
<u>Fire Fighter II (Paramedic)</u>		<u>Fire Lieutenant</u>	
Step 1	\$75,468	Step 1	\$85,242
Step 2	\$79,222	Step 2	\$89,481
Step 3	\$83,158	Step 3	\$93,935
Step 4	\$87,295	Step 4	\$98,612
Step 5	\$91,636	Step 5	\$103,520
Step 6	\$96,191	Step 6	\$108,681
Step 7	\$100,979	Step 7	\$114,087

Effective January 1, 2018, 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/Step 1	\$65,314	Step 1	\$75,370
Step 2	\$71,956	Step 2	\$79,121
Step 3	\$75,538	Step 3	\$83,053
Step 4	\$79,292	Step 4	\$87,182
Step 5	\$83,236	Step 5	\$91,519
Step 6	\$87,373	Step 6	\$96,069
Step 7	\$91,717	Step 7	\$101,095
Step 8	\$96,281		

<u>Fire Fighter II (Paramedic)</u>		<u>Fire Lieutenant</u>	
Step 1	\$77,166	Step 1	\$87,160
Step 2	\$81,005	Step 2	\$91,495
Step 3	\$85,029	Step 3	\$96,049
Step 4	\$89,259	Step 4	\$100,831
Step 5	\$93,698	Step 5	\$105,849
Step 6	\$98,355	Step 6	\$111,126
Step 7	\$103,503	Step 7	\$116,939

Effective January 1, 2019, 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/Step 1	\$66,947	Step 1	\$77,255
Step 2	\$73,755	Step 2	\$81,099
Step 3	\$77,426	Step 3	\$85,129
Step 4	\$81,274	Step 4	\$89,362
Step 5	\$85,317	Step 5	\$93,807
Step 6	\$89,557	Step 6	\$98,470
Step 7	\$94,010	Step 7	\$103,623
Step 8	\$98,688		

Fire Fighter II (Paramedic)		Fire Lieutenant	
Step 1	\$79,095	Step 1	\$89,339
Step 2	\$83,030	Step 2	\$93,782
Step 3	\$87,155	Step 3	\$98,450
Step 4	\$91,491	Step 4	\$103,352
Step 5	\$96,040	Step 5	\$108,495
Step 6	\$100,814	Step 6	\$113,904
Step 7	\$106,091	Step 7	\$119,862

Section 2. Step Increments. Advancement from the Probationary Step/Step 1 through Step 2 may be granted after six months. Advancement 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 to Step 7 and from Step 7 to Step 8 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, Battalion Chief, 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 Battalion Chief 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 Battalion Chief 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 2017-2019 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

Five 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 meet the current applicable NFPA standards. Any class D station work uniforms that are provided as part of the initial issue or replaced as provided in this Section will meet the current applicable NFPA standards (*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 Battalion Chief.

Effective with each new fiscal year beginning May 1, 2017 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:

- Five 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 Battalion Chief 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. 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 Battalion Chief 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.

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.

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.

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 shall require an employee who is on 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 within six months.

An employee who is on sick leave or FMLA leave for their own medical condition (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 needs of the Village require different hours, the hours of work for an employee with a light duty assignment (whether the employee is off on worker's compensation leave, sick leave, or FMLA leave) shall be eight consecutive hours, excluding a one hour unpaid lunch period, between 8:00 a.m. and 5:00 p.m., on that employee's regular shift day (unless the hours are limited pursuant to the physician's orders); Any employee on light duty will schedule

all physical therapy, doctor's appointments, and similar events on that employee's non-shift day, in order to ensure the employee's complete availability to work the light duty assignment on their shift day.

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. Public Education Officer. Where there is a permanent vacancy in the position of Public Education Officer which the Village has decided to fill with a lieutenant, the assignment to the Public Education Officer 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 as Public Education Officer and who is available for such assignment, no lieutenant shall be assigned as Public Education Officer for more than three years.

While it is normally expected that a lieutenant will serve as Public Education Officer for three years, 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 as Public Education Officer shall be eligible for reassignment as Public Education Officer to finish his three year assignment. Similarly, the Fire Chief retains the right to temporarily assign a lieutenant as Public Education Officer or to reassign a lieutenant who has volunteered to work as Public Education Officer 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 position during an extended absence of the Public Education Officer (*e.g.*, illness or disability) or because of an unexpected vacancy (*e.g.*, the Public Education Officer quits). Absent voluntary consent, such temporary assignments shall not exceed six months. A temporary assignment as Public Education Officer shall be rotated among lieutenants who have already served as Public Education Officer and who are not serving in a special assignment as defined above, provided that any Public Education Officer whose period of assignment was extended beyond three years shall not be temporarily reassigned as Public Education Officer 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 4:00 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 the member of the Department who is assigned as the Public Education Officer and who has 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 a third party testing company selected by the Village with input from the Fire Department. As part of its regular training curriculum, the Department will provide training on tactical situations. The third party testing company will conduct an orientation session 4 – 6 weeks prior to the testing date for the Tactical Simulation component. The orientation will provide candidates information explaining the nature of the test. This component will be administered and scored by the third party testing company. Candidates will receive points for each question answered correctly on the test. After all candidates have completed the entire promotional testing process, the third party testing company will provide a feedback report for each candidate as well as an executive summary of all candidates. The feedback report will be prepared in such a way as to avoid impugning the integrity of the test, both current and future. It is anticipated that the feedback reports will be provided no later than 4-6 weeks after the test.

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>Advanced Degree</u>	<u>Points</u>
Associate's Degree or higher in Fire Science or fire service related equivalent Note: An eligible employee receives points for the highest degree attained only; degree points are non-cumulative.	30
<u>Individual Courses</u>	<u>Points</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>	<u>Points</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. If the Illinois State Fire Marshall changes any of the above-listed courses and/or the course of study to be a Fire Officer 1, the Village and the Union will work together to reassess how the ascertained merit points are assigned.

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 during the term of this Agreement.
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 but before May 1, 2017.

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. 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 5. 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.

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 6. 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 7. 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 8. 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 maybe 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 2019. 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 December 31, 2019. 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 _____, 2017.

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 left collar 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 60 as of July 2017, 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 4. When all such employees have been given the right to opt out (whether or not exercised), the provisions of Article XVIII, Section 4, 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 2017-2019 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 2017-2019 collective bargaining agreement was voluntarily agreed-upon prior to May 1, 2017, all employees in the bargaining unit as of the date the new agreement is signed will receive a one-time \$400 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 30 days prior to May 1, 2017 (or January 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 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 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 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 arbitrators on the panel shall serve as the neutral arbitrator. Each party shall have 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 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 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 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, 2017, (or January 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, 2017 (or January 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 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 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 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 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 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: Ordinance - Code Amendment - Chapter 7

Department: Legal

An Ordinance Amending Chapter 7 of the Arlington Heights Municipal Code
(Article added - Article XIV, Conflicts with Certain Home Rule County Ordinances
- sick leave/minimum wage regulations)

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description	Type
Chapter 7 - Conflicts with Certain Home Rule County Ordinances	Ordinance

AN ORDINANCE AMENDING CHAPTER 7 OF THE
ARLINGTON HEIGHTS MUNICIPAL CODE

WHEREAS, the Village of Arlington Heights, as a home rule unit of local government as provided by Article VII Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII Section 6 of the Illinois Constitution of 1970; and

WHEREAS, on October 5, 2016, the County of Cook Board of Commissioners adopted an ordinance that requires employers in Cook County to provide a minimum number of paid sick days to employees and on October 26, 2016, the County of Cook Board of Commissioners adopted an ordinance creating a minimum wage for employers in Cook County (collectively “Cook County Ordinances”); and

WHEREAS, the Village of Arlington Heights finds that these Cook County Ordinances place an undue burden on employers within the Village of Arlington Heights given the current rights of employees available under Federal and State law; and

WHEREAS, Article VII Section 6(c) of the Illinois Constitution provides that if a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance shall prevail within its jurisdiction; and

WHEREAS, pursuant to its home rule powers, the Village of Arlington Heights finds it in the best interest of the Village to amend the Village Code to clearly define the sick leave and minimum wage regulations that apply to employers located in 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: The recitals above shall be and are hereby incorporated in this Section One as if restated herein.

SECTION TWO: That Chapter 7, Other Village Government Provisions, of the Arlington Heights Municipal Code is hereby amended by adding a new Article XIV, to read as follows:

Article XIV Conflicts with Certain Home Rule County Ordinances

Section 7-1401 Employers located within the Village shall comply with all applicable federal and/or State laws and regulations as such laws and regulations may exist from time to time with regard to both the payment of minimum hourly wages and paid sick leave. Employee eligibility for paid sick leave and minimum hourly wages shall also be in compliance with all applicable federal and/or State laws and regulations as such laws and regulations may exist from time to time.

Section 7-1402 No additional obligations with regard to paid sick leave, or minimum hourly wages, including, without limitation, any additional obligations by ordinance adopted by the County of Cook Board of Commissioners, shall apply to employers located within the Village,

except those required by federal and/or State laws and regulations as such laws and regulations may exist from time to time.

Section 7-1403 For the purposes of this Section, the term “employee” means an individual permitted to work by an employer regardless of the number of persons the employer employs, and the term “employer” means any person employing one or more employees, or seeking to employ one or more employees, if the person has its principal place of business within the Village or does business within the Village.

Section 7-1404 For the purposes of this Section, the term “employer” does not mean:

- a. the government of the United States or a corporation wholly owned by the government of the United States;
- b. an Indian tribe or a corporation wholly owned by an Indian tribe;
- c. the government of the State or any agency or department thereof; or
- d. the government of any municipality.

SECTION THREE: This Ordinance shall be in full force and effect, after passage, approval and publication as required by law.

AYES:

NAYS:

PASSED AND APPROVED this 20th day of March, 2017.

Village President

ATTEST:

Village Clerk

CODEAMENDMENTS:7 Article XIV sick and minimum wage



Item: Ivy Hotel - 519 W. Algonquin Rd. - Early Review

Department: Planning & Community Development

Background

The subject property, located approximately 2,000 ft. west of the intersection of S. Arlington Heights Rd. and W. Algonquin Rd, is currently occupied by the European Crystal Banquet facility. The applicant appeared before the Village Board for an Early Review in August of 2016, where the developer proposed a 9-story, 165 room hotel, which would be attached to the existing banquet hall building. Additional banquet/meeting rooms were to be added as part of the proposed hotel. Under this scenario, a 309 parking spaces deficit was proposed for the subject property, representing a 67% reduction in parking requirements.

The proposal has since changed and the applicant is now considering a 13-story, 102 room hotel addition to the existing banquet facility. The proposed hotel is a shorter in width and occupies a smaller footprint than the previous building. Although taller than the previous proposal, the current version of the hotel provides fewer rooms than previously proposed.

Current Request

Land Use Variation to allow a 102 room hotel, parking Variation to reduce the off-street parking requirements from 255 spaces to 175 spaces.

Conclusion

It is recommended that the Village Board evaluate the conceptual site plan and preliminary information available at this time and provide preliminary feedback regarding the proposed development, specifically, as it relates to the proposed parking variation.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description

Early Review Request Letter

Staff Memo

Aerial

Revised Plans

Early Review Criteria

VB Minutes 8-15-16 - Early Review

Type

Correspondence

Memorandum

Exhibits

Exhibits

Exhibits

Minutes

George T. Drost
Thomas W. Kivlahan
Patrick M. McMahon
John E. O'Connor III

Jody M. Segalla
Rhonda S. Jensen
Elizabeth S. O'Kelly
Richard E. Dessimoz



Joseph F. Delaney
Ernest L. Rose
Susan J. Kim
Christina B. Perez

Paralegals
Laura Garbacz
Alyssa Dodd
Lisa Jakubiak
Elizabeth Maher-Hladek

February 24, 2017

Via email: rrecklaus@vah.com

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

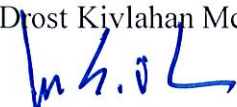
Re: Request for Early Review; Plan Commission No. 16-012
Petitioner -European Crystal Banquets (contact: James Cazares)
519 W. Algonquin Road, Arlington Heights, IL 60005

Dear Randy:

I am sending this correspondence to you pursuant to my conversations with Sam Hubbard.

DKMO represents the petitioner in the above matter. Please consider this letter as a formal request to be included in a Village Board early review hearing on the petition. This project is appropriate for early review because of the unique nature of the hotel development and the petitioners likely request for a variation of the parking requirement by approximately 30%. Attached are the most recent version of the plans for the project.

The petitioner will be available for the Village Board meeting on March 6, 2017. At your convenience, please confirm the first available date of the early review hearing. Thank you for your consideration, and please call if you have any questions.

Sincerely,
Drost Kivlahan McMahon & O'Connor LLC

John E. O'Connor III

PMM

Cc: James Cazares: james@exploreivy.com,
Charles Witherington-Perkins: cperkins@vah.com
Sam Hubbard: shubbard@vah.com
Patrick McMahon: pmcmahon@dkmolaw.com



Memorandum

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

CC: Randy Recklaus, Village Manager

From: Sam Hubbard, Development Planner

Date: 3/16/2017

Re: Early Review - Ivy Hotel, 519 W. Algonquin Rd. PC 16-012

Please find attached information regarding the Ivy Hotel as proposed by the European Crystal Banquet facility. Included is a letter from Patrick M. McMahon, who represents James Cazares of the European Crystal Banquet facility, dated February 24, 2017, requesting early review by the Village Board. Also included is a conceptual site plan and floor plans for the proposed Ivy Hotel project.

The Early Review Process, instituted by the Village Board in March 2001, allows developers, under certain circumstances consistent with the stated Guidelines of Early Review, to present projects to the Board in order to gauge the acceptability of development proposals. It should be understood that the results of the Village Board Early Review do not commit the Village to approving or denying a development proposal if and when the proposal moves through the review process. It is simply an opportunity for a developer to obtain a degree of preliminary feedback from the Board.

Project Background:

The subject property, located approximately 2,000 ft. west of the intersection of S. Arlington Heights Rd. and W. Algonquin Rd, is currently occupied by the European Crystal Banquet facility. The applicant appeared before the Village Board for an Early Review in August of 2016, where the developer proposed a 9-story, 165 room hotel, which would be attached to the existing banquet hall building. Additional banquet/meeting rooms were to be added as part of the proposed hotel. Under this scenario, a 309 parking spaces deficit was proposed for the subject property, representing a 67% reduction in parking requirements.

The proposal has since changed and the applicant is now considering a 13-story, 102 room hotel addition to the existing banquet facility. The proposed hotel is a shorter in width and occupies a smaller footprint than the previous building. Although taller than the previous proposal, the current version of the hotel provides fewer rooms than previously proposed. Below is a point by point comparison of the key components:

Table 1: Current and Previous Ivy Hotel Proposals

	Previous Proposal	Current Proposal
Building Height	115'	147'
Number of Stories	10	13
Number of Rooms	160	102
Length of Ivy Hotel Building	192	130
Parking Spaces Provided	151	175
Parking Space Required	461	255
Building Footprint	10,786 sq. ft.	6,045 sq. ft.
Banquet Spaces	9,354 sq. ft.	5,654 sq. ft.

Because the property is zoned M-1, Research, Development, and Light Manufacturing District, a Land Use Variation is required for the proposed hotel use (a Land Use Variation to allow the banquet hall facility was approved in 2000). Additionally, certain variations from zoning code requirements are required for the proposed hotel, most notably a variation to reduce the number of off-street parking spaces. Due to the extent of the potential parking variation, the petitioner has asked for a second Early Review with the Village Board. Since the first Early Review, no action has been taken on the previously submitted Plan Commission application. The petitioner is seeking a second Early Review prior to revising engineering plans and completing a traffic and parking study.

Parking Issues

A detailed breakdown of the existing and proposed parking relative to code requirements is attached in “Exhibit I”. In sum, Village Code requires 255 off-street parking places for the combination of the banquet hall and hotel uses, however, the applicant has proposed 175 parking spaces, which creates a 80 space deficit (31%). It may be noted that the existing banquet hall site contains 168 spaces and is required by code to provide 171 spaces, which translates to a 3 space deficit (2%).

The petitioner has stated that the hotel will be busy Mondays through Thursdays primarily with business travelers and will not have a large number of guests Friday through Sunday. Conversely, the petitioner has stated that the banquet hall is busy on Friday through Sunday and therefore the two uses will not create demand for the parking lot at the same time.

Additionally, the petitioner would like to make arrangements with airlines companies to house their staff overnight on layovers from O’Hare. This population would get shuttled to and from the hotel and would therefore not require parking. The petitioner estimates that up to 20% of the rooms could be reserved for this type of arrangement.

Since the last Early Review appearance with the Village Board, the applicant has reached out to several neighboring property owners to identify potential overflow parking options in the neighborhood. To date, these efforts have not been successful and no potential overflow parking area has been identified.

Staff has researched previous parking reduction variation requests made by hotels within the last 25 years. A detailed breakdown of all requests (which were approved) in comparison to the current request is provided within “Exhibit II”. The current request proposes to reduce the required parking to an extent greater than all previous requests.

While the proposed plan is an improvement over the previous proposal, staff recommends a detailed parking study be provided prior to making a recommendation on the parking supply provided in the proposal versus the parking demand to be created by the proposal.

Conclusion

It is recommended that the Village Board evaluate the conceptual site plan and preliminary information available at this time and provide preliminary feedback regarding the proposed development, specifically, as it relates to the proposed parking Variation.

Exhibit I – Code Required Parking Analysis

Required Parking - Existing European Crystal Banquet Facility

SPACE	PARKING CODE USE	GROSS SQUARE FOOTAGE	MAX OCCUPANCY	SEATING AREA	NUMBER OF ROOMS	PARKING RATIO	PARKING REQUIRED
Main Banquet Hall	Place of Assembly	5,654	377*	-	-	30% of Occupancy	113
Front Banquet Hall	Place of Assembly	2,910	194*	-	-	30% of Occupancy	58
Total Banquet		8,564	571				171
Total Parking Required							171
Total Parking Provided							168
Parking Surplus/(Deficit)							(3)

Required Parking – Proposed Ivy Hotel + European Crystal Banquet Facility

SPACE	PARKING CODE USE	GROSS SQUARE FOOTAGE	MAX OCCUPANCY	SEATING AREA	NUMBER OF ROOMS	PARKING RATIO	PARKING REQUIRED
Main Banquet Hall	Place of Assembly	5,654	377*	-	-	30% of Occupancy	113
Total Banquet		5,654	377				113
1st Floor Coffee Shop	Retail	363	-	182**	-	1 per 45 sq. ft. of seating area	4.04
13th Floor Lounge/Bar	Place of Assembly	1,800	120*	-	-	30% of Occupancy	36
Hotel	Hotel	-	-	-	102	1 Space per Room	102
Total Parking Required							255
Total Parking Provided							175
Parking Surplus/(Deficit)							(80)

* Building Code calculates occupants at 1 per 15 sq. ft. of space

** Seating area size unknown. Estimated size based on 50% of total coffee shop size.

This is a preliminary analysis and is subject to change upon review of a detailed submission.

Prepared by the Planning and Community Development Department

Date: 1/9/2017

Exhibit II – Past Hotel Parking Variations

	Ivy Hotel	Required Parking
Hotel Rooms	102	102
Banquet Spaces (in sq. ft.)	5,654	113
Meeting Rooms (in sq. ft.)	None	-
Restaurant (in sq. ft.)	363	4*
13th Floor Bar/Lounge	1,800	36**
Total Required Parking		255
Parking Variation Granted in 1998		N/A
Parking Variation Granted in 1999		N/A
Landbanked Parking Spaces		N/A
Total Provided Parking		175

	Double Tree Hotel	Required Parking
	301	301
	4,900	98
	2,670	53
	4,876	108
	-	-
		560
		448
		N/A
		-72
		376**

	Wingate Hotel	Required Parking
	80	80
	0	0
	836	17
	0	0
	-	-
		97
		N/A
		89
		N/A
		89***

* Seating area for this space was assumed at 50% of 363 sq. ft. coffee shop size. At 45 sq. ft. per seating area, 4 parking spaces are required.

** 13th floor Bar/Lounge was considered assembly space for parking calculations purposes. Building code figured 15 sq. ft. per occupant, and parking was calculated at 30% of occupancy.

*** In addition to the 376 parking spaces provided on site (with 75 of the 376 spaces provided through a REA), 72 spaces are landbanked. If these landbanked spaces are converted to parking spaces, the site would provide 448 spaces.

**** A Variation to allow a reduction in parking space width was granted to Wingate, which allowed them to fit the 89 parking spaces on the site.

Parking Summary:

Ivy Hotel	175 Spaces	69% of required parking
Double Tree	376 Spaces	67% of required parking
	448 Spaces	80% of required parking
Wingate	89 Spaces	92% of required parking

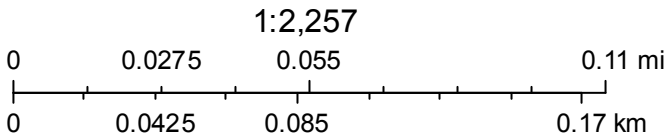
Prepared by the Planning & Community Development Department

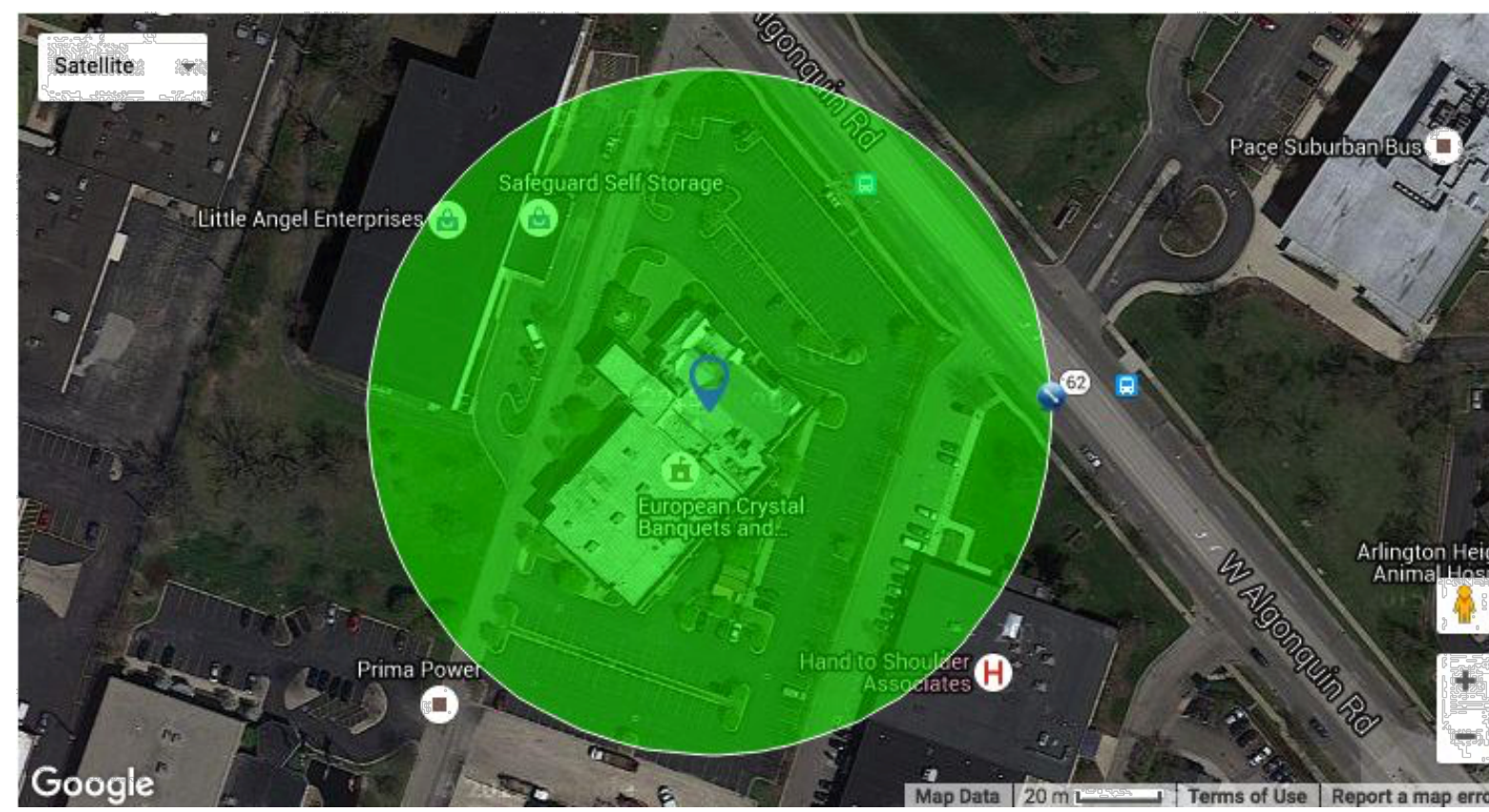
Date: 3/15/2017

Aerial



July 29, 2016





NEW 10 STORY HOTEL ADDITION TO EXIST'G 1 1 STORY BANQUET HALL

LOCATION: 519 ALGONQUIN ROAD
ARLINGTON HEIGHTS, IL

TRASH ENCLOSURE
(EXIST'G)

OWNER:

AREA MAP

SCALE: N.T.S.

SITE INFORMATION:

LOT AREA: 11,881 SQ. FT.
EXIST'G FAR: 20,219 SQ. FT.
PROPOSED NEW HOTEL: 79,361 SQ. FT.
EXIST'G BANQUET HALL: 15,005 SQ. FT.
TOTAL PROPOSED FAR: 94,366 SQ. FT.
PROPOSED HEIGHT: 13 STORIES / 147'-0"
EXIST'G PARKING: 188 STALLS (6 ADA STALLS)
TOTAL ROOMS: 102 TOTAL
(10 / FL. X 10 FLOORS (3-12) + 2 SUITES @ 2ND FL.)

BUILDING INFORMATION:

CONSTRUCTION TYPE: 1B (NEW HOTEL)
HEIGHT / AREA LIMITS: 1B CONSTRUCTION
REQUIRED: HEIGHT: 150'-0" / 11 STORIES
AREA: UNLIMITED
PROVIDED: 13 STORIES
2ND FLOOR: 6,045 SF
1ST FLOOR: 6,977 SF (81,870 SF)
TOTAL: 79,361 SF

HOTEL OCCUPANCY: A-2 & R-1

EXIST'G BANQUET ROOM: (15 SF / PERSON)
BANQUET ROOM: 15,005 SF / 15 = 377 PERSONS (376.9)

BASEMENT: (100 SF / PERSON) (A-2 OCCUPANCY)
LAUNDRY RM: 2,361 SF / 100 = 24 PERSONS (23.61)
TOTAL: 377 PERSONS (376.9)

GROUND FLOOR: (15 SF / PERSON) (A-2 OCCUPANCY)
GYM: 455 SF / 15 = 31 PERSONS (30.3)
COFFEE SHOP: 353 SF / 15 = 25 PERSONS (24.2)
LOBBY / RECEPT: 2,475 SF / 15 = 165 PERSONS (163.7)
TOTAL: 241 PERSONS (240.2)

2ND FLOOR: (200 SF / PERSON) (R-1 OCCUPANCY)
SUITE #1: 192 SF / 200 = 1 PERSON (0.96)
SUITE #2: 192 SF / 200 = 1 PERSON (0.96)
OFFICE #1: 443 SF / 200 = 2 PERSONS (1.97)
OFFICE #2: 443 SF / 200 = 2 PERSONS (1.97)
TOTAL: 4 PERSONS (3.86)

3RD - 12TH FLOORS: (200 SF / PERSON) (R-1 OCCUPANCY)
ROOM #1: 443 SF / 200 = 2 PERSONS (1.97)
ROOM #2: 443 SF / 200 = 2 PERSONS (1.97)
ROOM #3: 443 SF / 200 = 2 PERSONS (1.97)
ROOM #4: 443 SF / 200 = 2 PERSONS (1.97)
ROOM #5: 443 SF / 200 = 2 PERSONS (1.97)
ROOM #6: 443 SF / 200 = 2 PERSONS (1.97)
ROOM #7: 443 SF / 200 = 2 PERSONS (1.97)
ROOM #8: 443 SF / 200 = 2 PERSONS (1.97)
ROOM #9: 443 SF / 200 = 2 PERSONS (1.97)
ROOM #10: 443 SF / 200 = 2 PERSONS (1.97)
ROOM #11: 443 SF / 200 = 2 PERSONS (1.97)
ROOM #12: 443 SF / 200 = 2 PERSONS (1.97)
TOTAL: 24 PERSONS / FLOOR
TOTAL X 7 FL: 168 PERSONS (167.4)

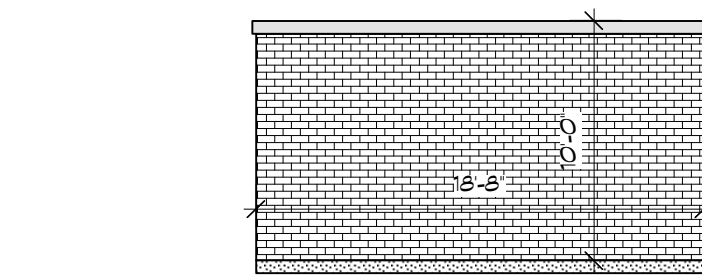
ROOF: (15 SF / PERSON) (A-2 OCCUPANCY)
N. OUT LOUNGE: 1,200 SF / 15 = 80 PERSONS (79.2)

TOTAL BUILDING MAX OCCUPANCY: 1,426 PERSONS

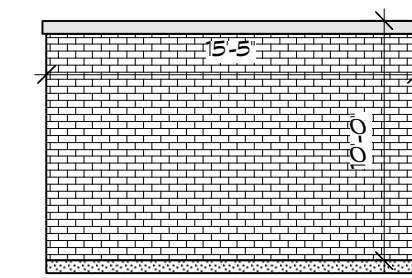
REQUIRED PARKING:

EXIST'G PARKING: 175 SPACES (8 HANDICAP)
TOTAL: 20 VALET
COMMON AREAS: 497 PERSONS X 30 = 150 SPACES (149.1)

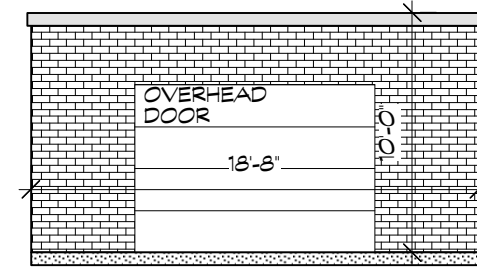
HOTEL ROOMS: 82 ROOMS X 15 = 1,230 SPACES
TOTAL: 232 SPACES



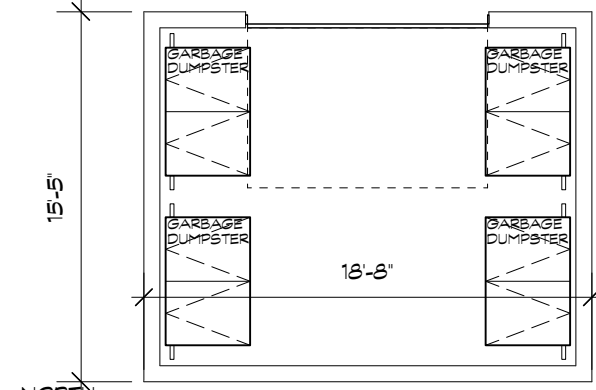
EXIST'G EAST ELEVATION



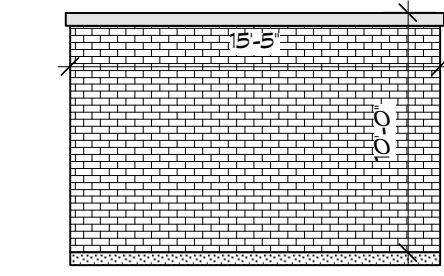
EXIST'G SOUTH ELEVATION



EXIST'G WEST ELEVATION



EXIST'G PLAN

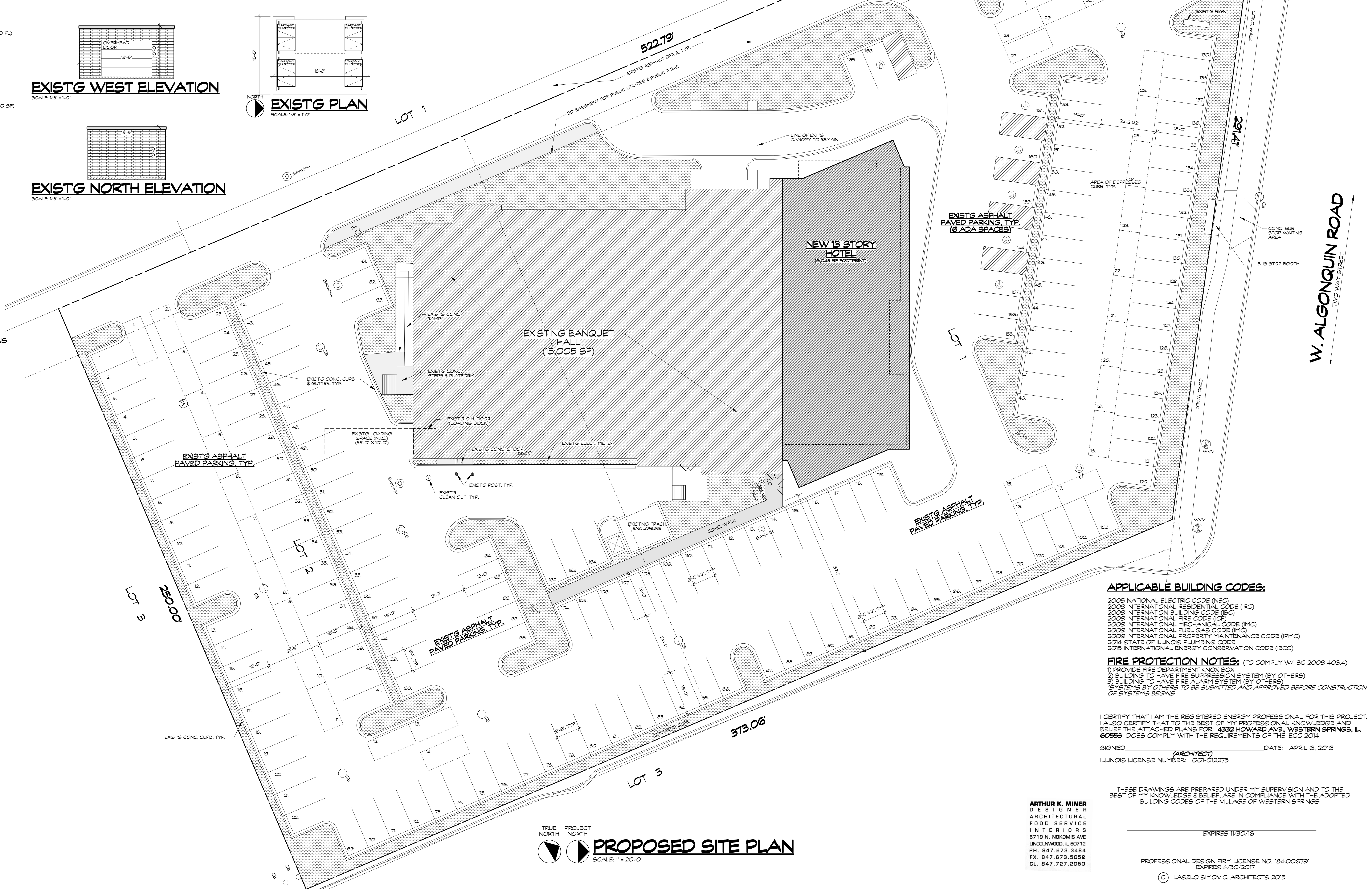


EXIST'G NORTH ELEVATION

ARCHITECT: LASZLO SIMOVIC, ARCHITECTS, L.L.C.

6512 N. ARTESIAN AVE
CHICAGO, IL 60645

JANUARY 2, 2017



APPLICABLE BUILDING CODES:

2005 NATIONAL ELECTRIC CODE (NEC)
2009 INTERNATIONAL RESIDENTIAL CODE (IRC)
2009 INTERNATIONAL BUILDING CODE (IBC)
2009 INTERNATIONAL FIRE CODE (IFC)
2009 INTERNATIONAL MECHANICAL CODE (IMC)
2009 INTERNATIONAL FUEL GAS CODE (IFGC)
2009 INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC)
2014 STATE OF ILLINOIS PLUMBING CODE
2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)

FIRE PROTECTION NOTES:

1) PROVIDE FIRE DEPARTMENT KNOX BOX
2) BUILDING TO HAVE FIRE SUPPRESSION SYSTEM (BY OTHERS)
3) BUILDING TO HAVE FIRE ALARM SYSTEM (BY OTHERS)
SYSTEMS BY OTHERS TO BE SUBMITTED AND APPROVED BEFORE CONSTRUCTION OF SYSTEMS BEGINS

I CERTIFY THAT I AM THE REGISTERED ENERGY PROFESSIONAL FOR THIS PROJECT.
I ALSO CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND
BELIEF THE ATTACHED PLANS FOR: 4332 HOWARD AVE., WESTERN SPRINGS, IL
60558 DOES COMPLY WITH THE REQUIREMENTS OF THE IECC 2014.

SIGNED: (ARCHITECT) DATE: APRIL 6, 2016
ILLINOIS LICENSE NUMBER: 001-012275

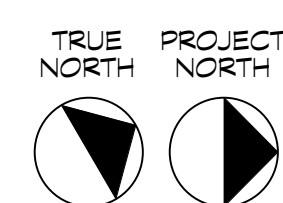
THESE DRAWINGS ARE PREPARED UNDER MY SUPERVISION AND TO THE
BEST OF MY KNOWLEDGE & BELIEF ARE IN COMPLIANCE WITH THE ADOPTED
BUILDING CODES OF THE VILLAGE OF WESTERN SPRINGS

EXPIRES 11/30/16

PROFESSIONAL DESIGN FIRM LICENSE NO. 184.006791
EXPIRES 4/30/2017

© LASZLO SIMOVIC, ARCHITECTS 2015

ARTHUR K. MINER
DESIGNER
ARCHITECTURAL
FOOD SERVICE
INTERIORS
6719 N. NOKOMIS AVE
LINCOLNWOOD, IL 60712
PH: 847.873.3484
FX: 847.873.8082
CL: 847.727.2050



PROPOSED SITE PLAN

SCALE: 1" = 20'-0"



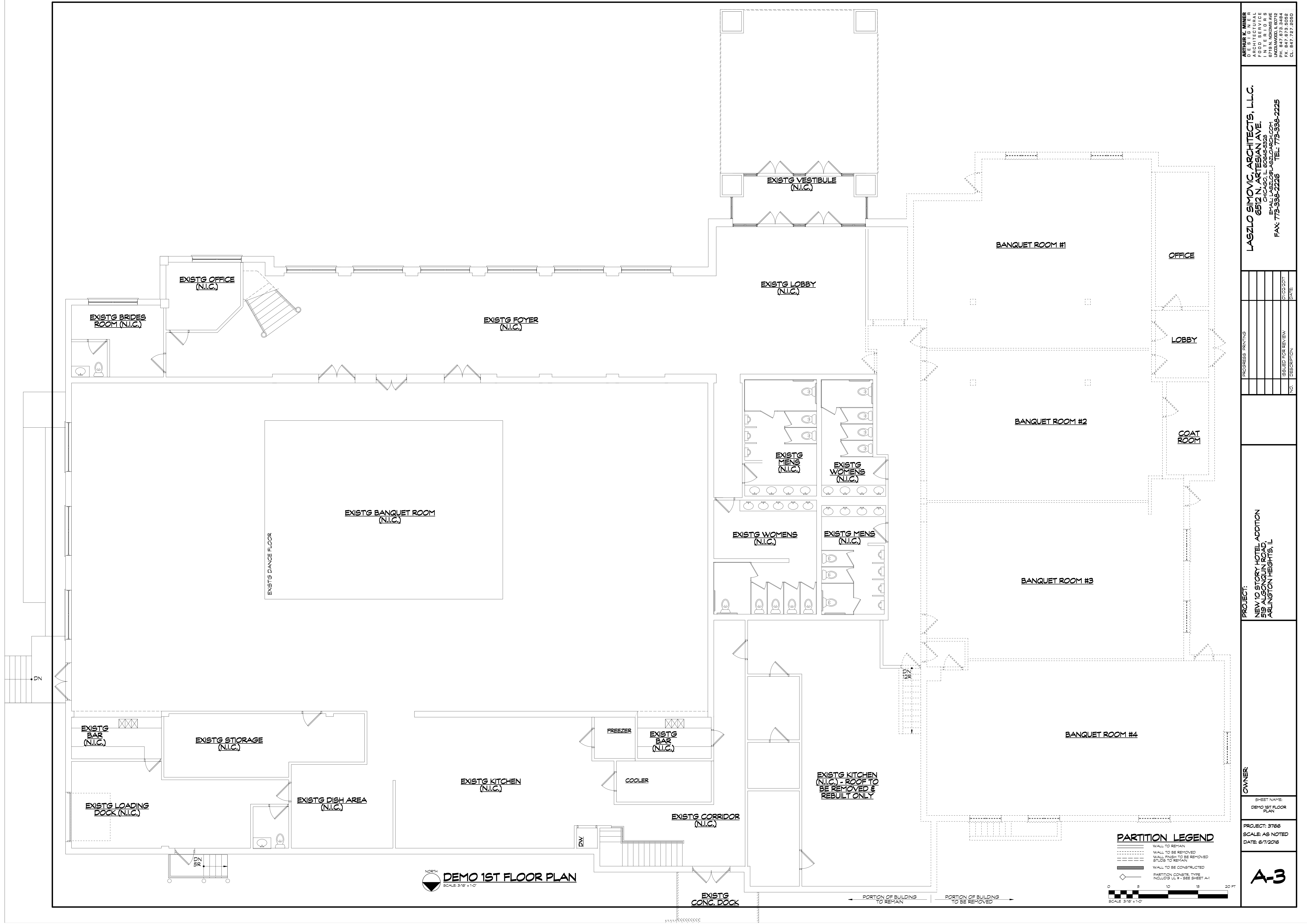
NORTH
SCALE: 3/16" = 1'-0"
DEMO BASEMENT PLAN

PARTITION LEGEND

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- - - -	WALL FINISH TO BE REMOVED
- - - -	STUDS TO REMAIN
---	WALL TO BE CONSTRUCTED
◇	PARTITION CONSTR. TYPE INCLUDE U. & S. - SEE SHEET A-1

0 5 10 15 20 FT
SCALE: 3/16" = 1'-0"

OWNER: NEW 10 STORY HOTEL ADDITION 21 ALCONQUIN ROAD, ARLINGTON HEIGHTS, IL	PROJECT: 3766 SCALE: AS NOTED DATE: 6/7/2016	PROJECT: NEW 10 STORY HOTEL ADDITION 21 ALCONQUIN ROAD, ARLINGTON HEIGHTS, IL	NO. DESCRIPTION DATE	PROGRESS PENDING							
OWNER: LASZLO SIMOVIC, ARCHITECTS, L.L.C. 6512 N. ARTESIAN AVE. CHICAGO, IL 60645-5528 FAX: 773-338-2225 TEL: 773-338-2225			PROJECT: 3766 SCALE: AS NOTED DATE: 6/7/2016			PROJECT: NEW 10 STORY HOTEL ADDITION 21 ALCONQUIN ROAD, ARLINGTON HEIGHTS, IL			NO. DESCRIPTION DATE		
OWNER: ARTHUR K. MINER ARCHITECTURAL FOOD SERVICE INTERIORS 1400 N. LAUREL LINCOLNWOOD, IL 60466 PH: 847.673.3484 FAX: 847.673.5058 CELL: 847.757.8530											



ARTHUR K. MINER
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LASZLO SIMOVIC, ARCHITECTS, L.L.C.
6512 N. ARTESIAN AVE.
CHICAGO, IL 60645-5928
FAX: 773-336-2226
TEL: 773-338-2225

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PROJECT:
NEW 10 STORY HOTEL ADDITION
310 ALCONQUIL ROAD,
ARLINGTON HEIGHTS, IL

OWNER:
SHEET NAME:
DEMO 1ST FLOOR
PLAN

PROJECT: 3766
SCALE: AS NOTED
DATE: 6/7/2016

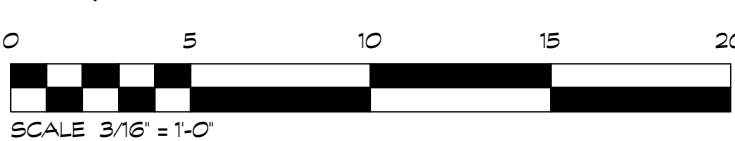
A-3



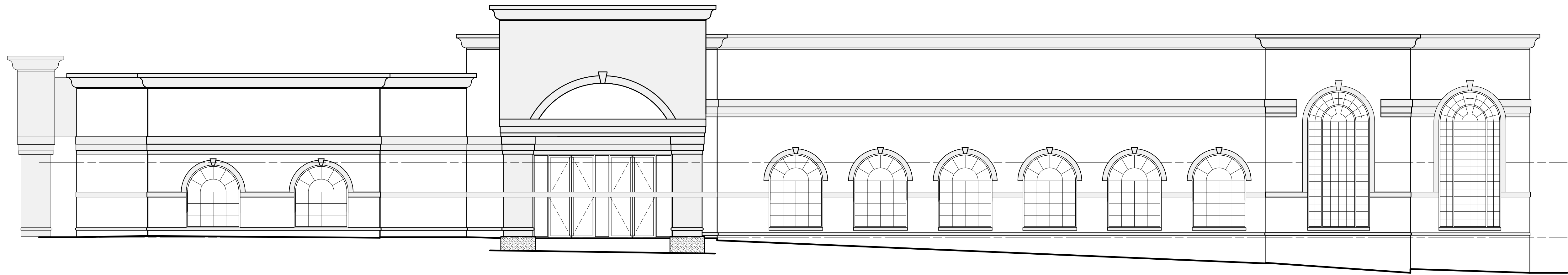
NORTH
DEMO ROOF PLAN
SCALE: 3/16" = 1'-0"

PARTITION LEGEND

- WALL TO REMAIN
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- WALL FINISH TO BE REMOVED
- STUDS TO REMAIN
- WALL TO BE CONSTRUCTED
- PARTITION CONSTR. TYPE INCLUDE V.I.F. - SEE SHEET A-1



OWNER: SHEET NAME: DEMO ROOF PLAN PROJECT: 3766 SCALE: AS NOTED DATE: 6/7/2016	PROJECT: NEW 10 STORY HOTEL ADDITION 210 ALCONQUIN ROAD ARLINGTON HEIGHTS, IL	PROGRESS PENDING	ARTHUR K. MINER ARCHITECTURAL FLOOR SERVICE INTERIORS 1100 N. LAKE STREET LAKESHORE, IL 60054-5928 PH: 847.673.3484 FX: 847.673.5058 CL: 847.757.8230	
			LASZLO SIMOVIC, ARCHITECTS, L.L.C. 6512 N. ARTESIAN AVE. CHICAGO, IL 60645-5928 FAX: 773-336-2226 TEL: 773-338-2225	
		NO.	DESCRIPTION	DATE
		1	SUBMIT FOR REVIEW	07/02/2017



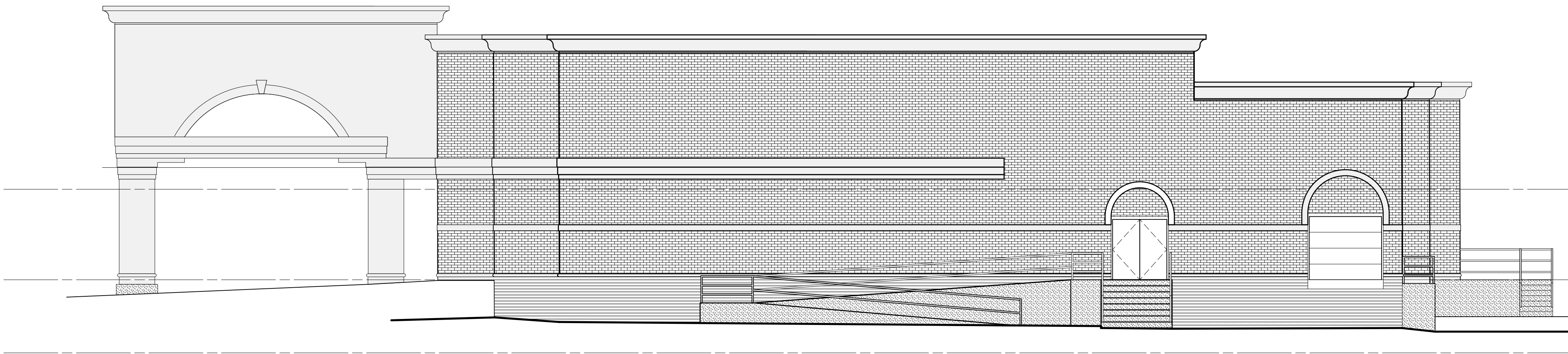
EXISTG WEST ELEVATION

SCALE: 1/8" = 1'-0"



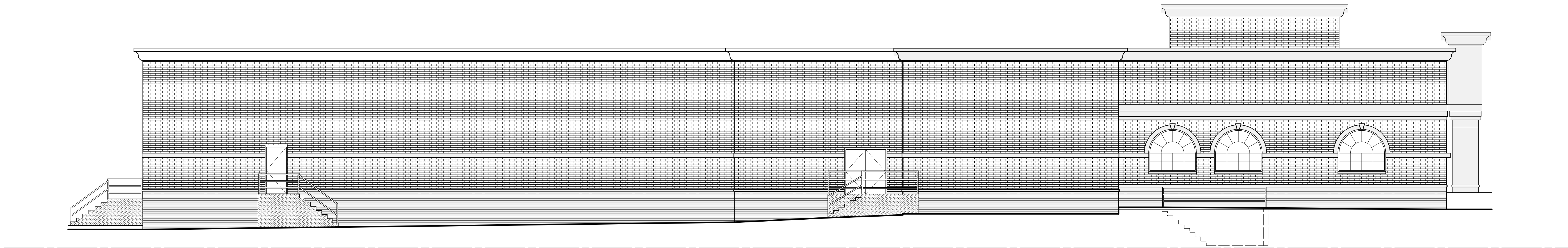
EXISTG NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EXISTG SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

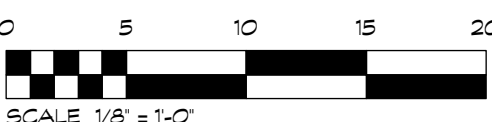


EXISTG EAST ELEVATION

SCALE: 1/8" = 1'-0"

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- WALL FINISH TO BE REMOVED
- STUDS TO REMAIN
- WALL TO BE CONSTRUCTED
- PARTITION CONSTR. TYPE INCLUDES UL-19 - SEE SHEET A-1



SCALE: 1/8" = 1'-0"

ARTHUR K. MINER
ARCHITECTURAL
FLOOR SERVICE
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DESIGN
UNIONWOOD, IL 60181
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CELL: 847.727.8230

LASZLO SIMOVIC, ARCHITECTS, L.L.C.
6512 N. ARTESIAN AVE.
CHICAGO, IL 60645-5528
FAX: 773-336-2226 TEL: 773-338-2225

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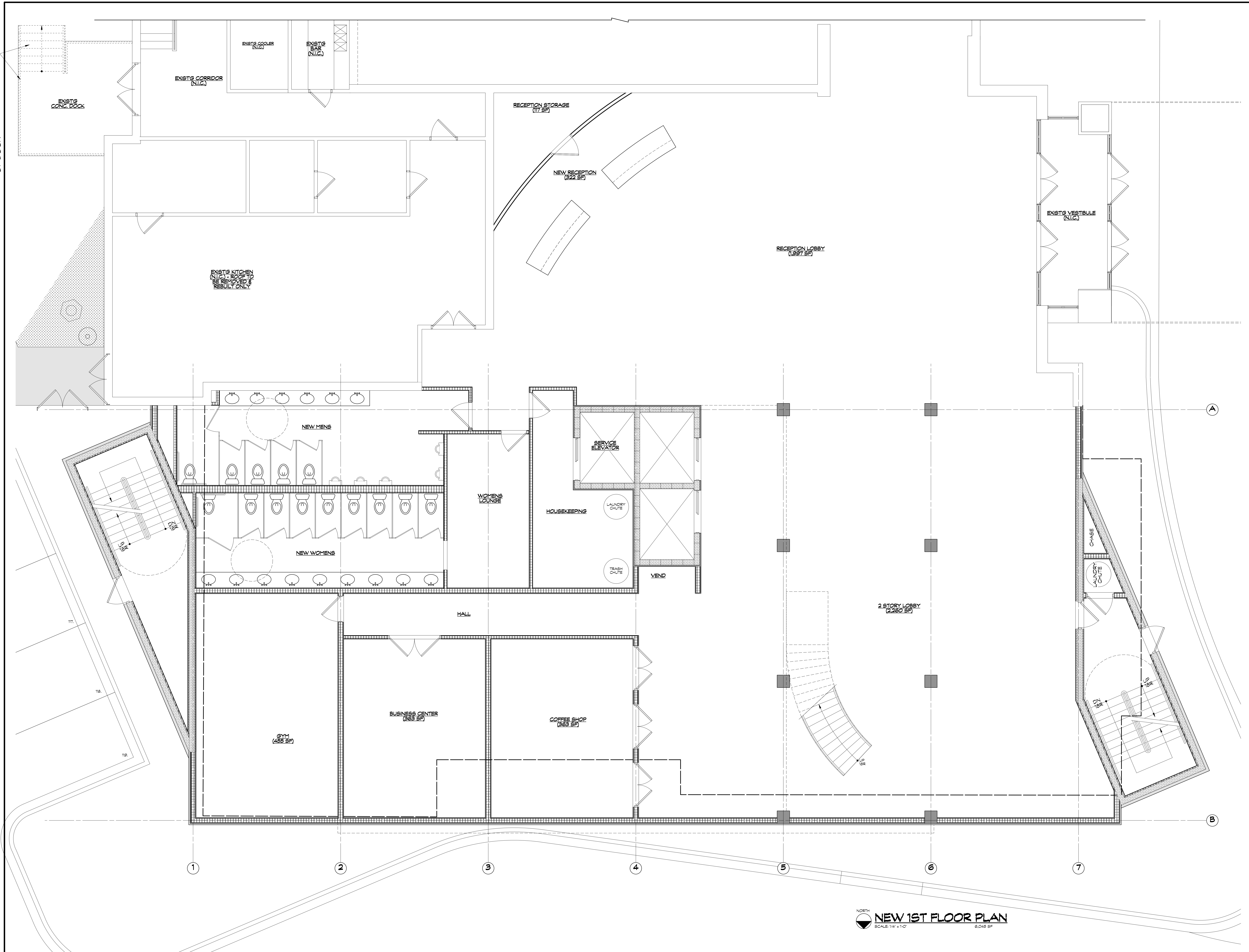
PROJECT:
NEW 10 STORY HOTEL ADDITION
ALCONQUER ROAD,
ARLINGTON HEIGHTS, IL

OWNER:
SHEET NAME:
DEMO ELEVATIONS

PROJECT: 3766
SCALE: AS NOTED
DATE: 6/7/2016

A-5

REMOVE EXISTG STAIRS
& RAILINGS FOR EXPANSION
OF DOCK



NORTH
NEW 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"
6,043 SF

ARTHUR K. MINER
ARCHITECTURAL
FOOD SERVICE
INTERIORS
1100 N. LAKE
UNION, ILL. 60186
PH: 847.873.3484
PK: 847.873.5058
CL: 847.757.5030

LASZLO SIMOVIC, ARCHITECTS, L.L.C.
6512 N. ARTESIAN AVE.
CHICAGO, IL 60645-5928
FAX: 773-336-2226
TEL: 773-336-2225

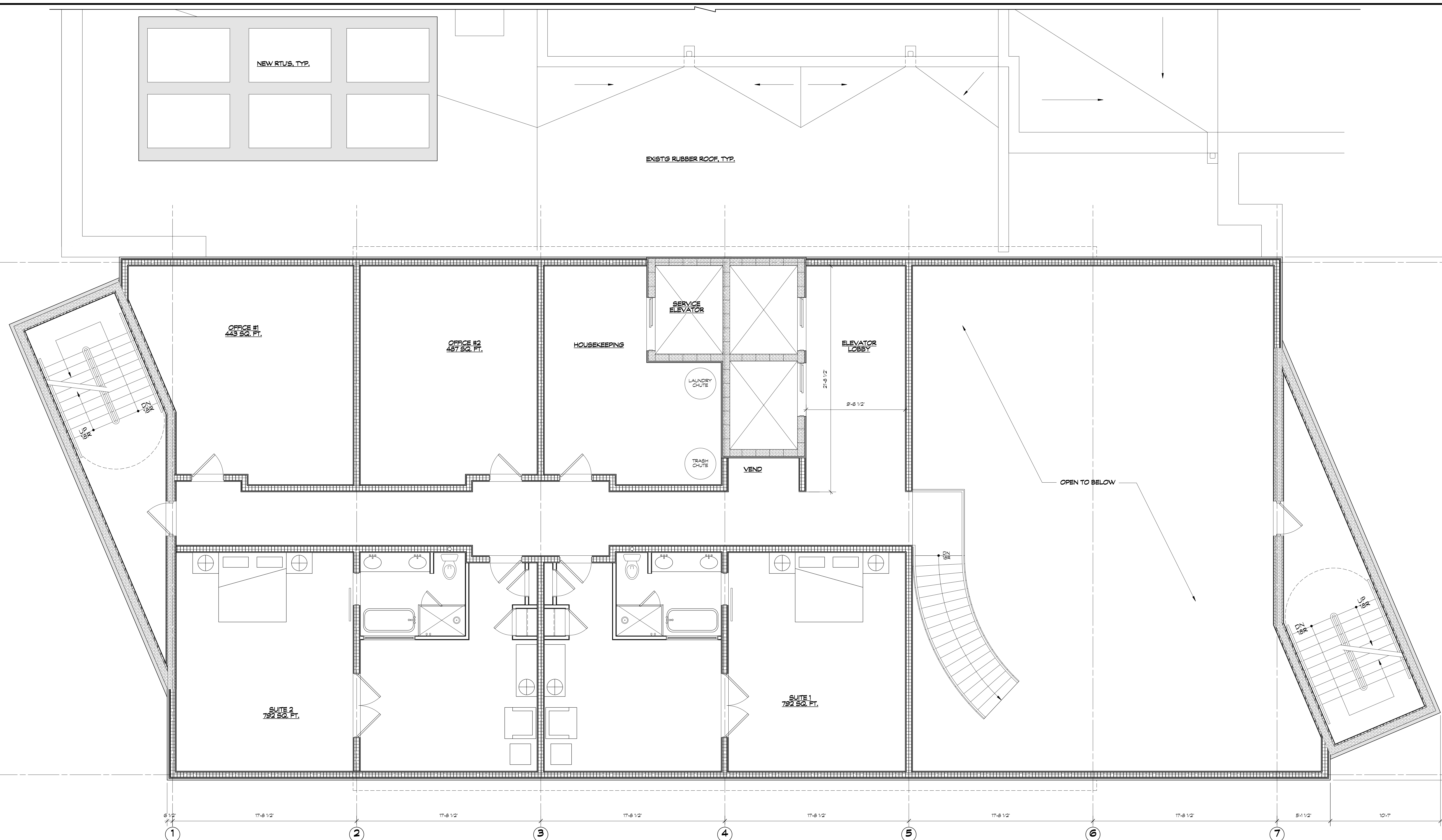
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PROJECT:
NEW 10 STORY HOTEL ADDITION
310 ALCONQUE ROAD
ARLINGTON HEIGHTS, IL

OWNER:
SHEET NAME:
NEW GROUND
FLOOR PLAN

PROJECT: 3766
SCALE: AS NOTED
DATE: 6/7/2016

A-7



NEW 2ND FLOOR PLAN
SCALE: 1/4" = 1'-0"
6,048 SF

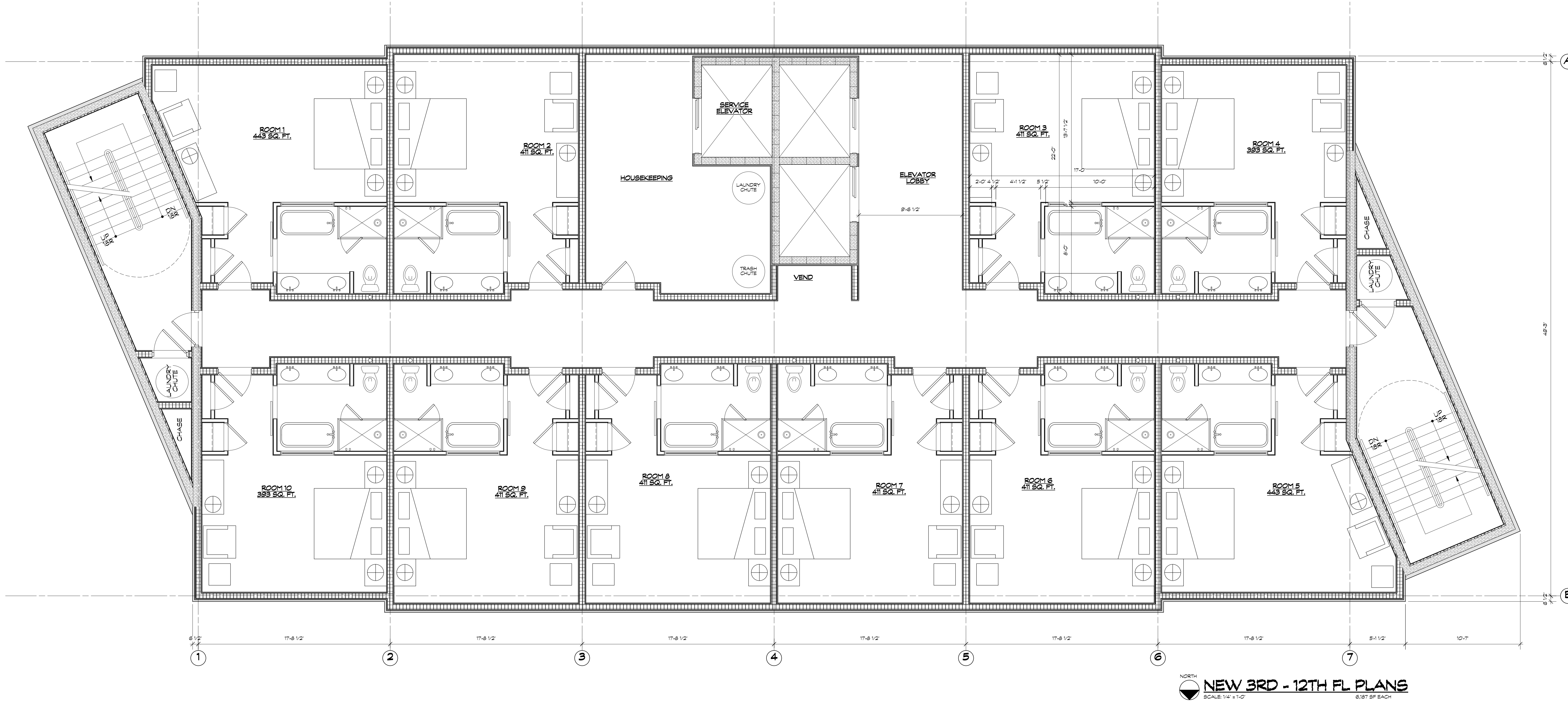
PARTITION LEGEND

- WALL TO REMAIN
- WALL TO BE REMOVED
- WALL FINISH TO BE REMOVED
- STUDS TO REMAIN
- WALL TO BE CONSTRUCTED
- PARTITION CONSTR. TYPE INCLUDES UL-R - SEE SHEET A-1

0 5 10 15 FT
SCALE: 1/4" = 1'-0"

OWNER: SHEET NAME: NEW 2ND FLOOR PLAN	PROJECT: 3766 SCALE: AS NOTED DATE: 6/7/2016	PROJECT: NEW 9 STORY HOTEL ADDITION 210 ALCONQUER ROAD ARLINGTON HEIGHTS, IL	PROGRESS PENDING	NO.		DESCRIPTION		DATE	
ARTUR K. MINER ARCHITECTURAL FLOOR SERVICE INTERIORS 1111 N. LAUREL CHICAGO, IL 60642-5928 PH: 847.873.3484 FAX: 847.873.5058 CELL: 847.727.8230		LASZLO SIMOVIC, ARCHITECTS, L.L.C. 6512 N. ARTESIAN AVE. CHICAGO, IL 60642-5928 FAX: 773-336-2226 TEL: 773-336-2225							

A-8



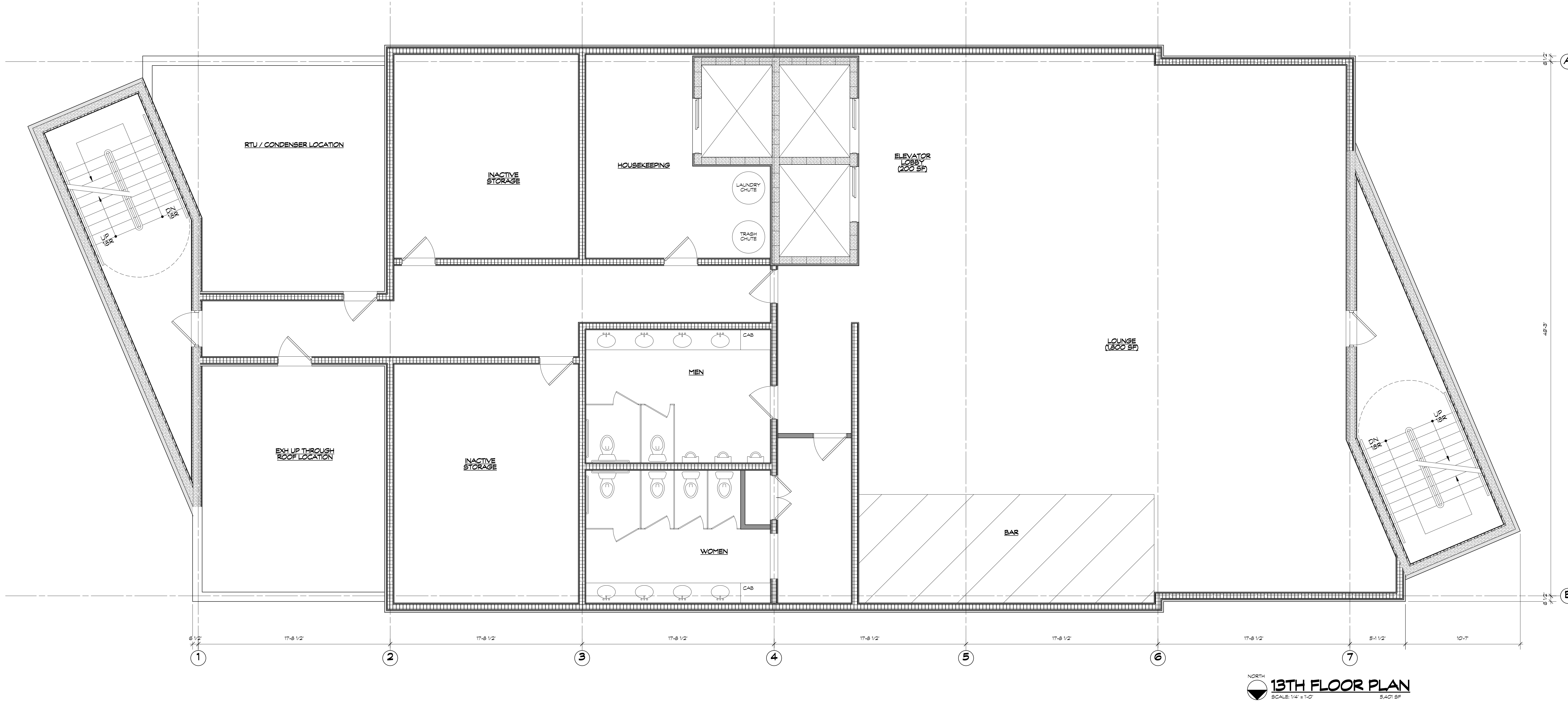
NEW 3RD - 12TH FL PLANS
SCALE: 1/4" = 1'-0"
6/18/17 SF EACH

PARTITION LEGEND

- WALL TO REMAIN
- WALL TO BE REMOVED
- WALL FINISH TO BE REMOVED
- STUDS TO REMAIN
- WALL TO BE CONSTRUCTED
- PARTITION CONSTR. TYPE INCLUDES UL-R - SEE SHEET A-1

0 5 10 15 FT
SCALE: 1/4" = 1'-0"

OWNER: SHEET NAME: NEW 3RD - 12TH FLOOR PLANS	PROJECT: 3766 SCALE: AS NOTED DATE: 6/7/2016	PROJECT: NEW 9 STORY HOTEL ADDITION ALCONQUER RD. ARLINGTON HEIGHTS, IL	PROGRESS PRINTING	NO.	DESCRIPTION	DATE	DATE
ARTUR K. MINER ARCHITECTURAL FLOOR SERVICE INTERIORS 1111 N. LAKEVIEW AVE. LINCOLNWOOD, IL 60466 PH: 847.673.3484 FX: 847.673.5058 CL: 847.727.8230							
LASZLO SIMOVIC, ARCHITECTS, L.L.C. 6512 N. ARTESIAN AVE. CHICAGO, IL 60645-5928 FAX: 773-336-2226 TEL: 773-336-2225							



13TH FLOOR PLAN
SCALE: 1/4" = 1'-0"
5/4/17 BP

PARTITION LEGEND

- WALL TO REMAIN
- WALL TO BE REMOVED
- WALL FINISH TO BE REMOVED
- STUDS TO REMAIN
- WALL TO BE CONSTRUCTED
- PARTITION CONSTR. TYPE INCLUDES UL-R - SEE SHEET A-1

0 5 10 15 FT
SCALE: 1/4" = 1'-0"

OWNER:	PROJECT: 3766 SCALE: AS NOTED DATE: 6/7/2016		PROJECT: NEW 9 STORY HOTEL ADDITION 310 ALCONQUER ROAD ARLINGTON HEIGHTS, IL	LASZLO SIMOVIC, ARCHITECTS, L.L.C. 6512 N. ARTESIAN AVE. CHICAGO, IL 60645-5528 PHONE: 773-336-2226 FAX: 773-336-2225 TEL: 773-336-2225	ARTHUR K. MINER ARCHITECTURAL FOOD SERVICE INTERIORS 1100 N. LAUREL AVE. LINCOLNWOOD, IL 60466 PH: 847.673.3484 FX: 847.673.5058 CL: 847.727.8230
	SHEET NAME: NEW 2ND FLOOR PLAN				
	NO. DESCRIPTION DATE				
	1/02/2017 2/02/2017 3/02/2017 4/02/2017 5/02/2017 6/02/2017 7/02/2017 8/02/2017 9/02/2017 10/02/2017 11/02/2017 12/02/2017 13/02/2017 14/02/2017 15/02/2017 16/02/2017 17/02/2017 18/02/2017 19/02/2017 20/02/2017 21/02/2017 22/02/2017 23/02/2017 24/02/2017 25/02/2017 26/02/2017 27/02/2017 28/02/2017 29/02/2017 30/02/2017 31/02/2017 32/02/2017 33/02/2017 34/02/2017 35/02/2017 36/02/2017 37/02/2017 38/02/2017 39/02/2017 40/02/2017 41/02/2017 42/02/2017 43/02/2017 44/02/2017 45/02/2017 46/02/2017 47/02/2017 48/02/2017 49/02/2017 50/02/2017 51/02/2017 52/02/2017 53/02/2017 54/02/2017 55/02/2017 56/02/2017 57/02/2017 58/02/2017 59/02/2017 60/02/2017 61/02/2017 62/02/2017 63/02/2017 64/02/2017 65/02/2017 66/02/2017 67/02/2017 68/02/2017 69/02/2017 70/02/2017 71/02/2017 72/02/2017 73/02/2017 74/02/2017 75/02/2017 76/02/2017 77/02/2017 78/02/2017 79/02/2017 80/02/2017 81/02/2017 82/02/2017 83/02/2017 84/02/2017 85/02/2017 86/02/2017 87/02/2017 88/02/2017 89/02/2017 90/02/2017 91/02/2017 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Guidelines for Early Review of Development Proposals by Village Board of Trustees

The following are guidelines for appearing before the Village Board as part of an early review process for development proposals. The guidelines suggested are as follows:

1. Development proposals which are not consistent with the Village of Arlington Heights Comprehensive Plan Land Use Map.
2. Planned Unit Developments in the Central Business District.
3. Land Use Variations pertaining to uses.
4. Planned Unit Developments and rezonings (of 10 or more dwelling units for residential proposals) which seek variations of 25% or greater to the allowed density (measured by FAR and/or dwelling units allowed) and/or height requirements.
5. Development recommended for denial by Staff Development Committee.
6. Any other projects as the Village Managers deems unique enough to warrant early review by the Village Board.

Developers seeking early review must at least meet one of the above guidelines.

Developers must request early review, in writing, to the Village Manager, stating the nature of the development proposal and how it meets one or more of the guidelines. The Village Manager shall, at his/her discretion, determine if and when the development proposal shall be presented to the Village Board for early review.

It should be understood by all that the results of the Village Boards early review do not commit the Village to approving or denying a development proposal if and when the proposal moves through the review process.



MINUTES

President and Board of Trustees

Village of Arlington Heights

Board Room

Arlington Heights Village Hall

33 S. Arlington Heights Road

Arlington Heights, IL 60005

August 15, 2016

8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

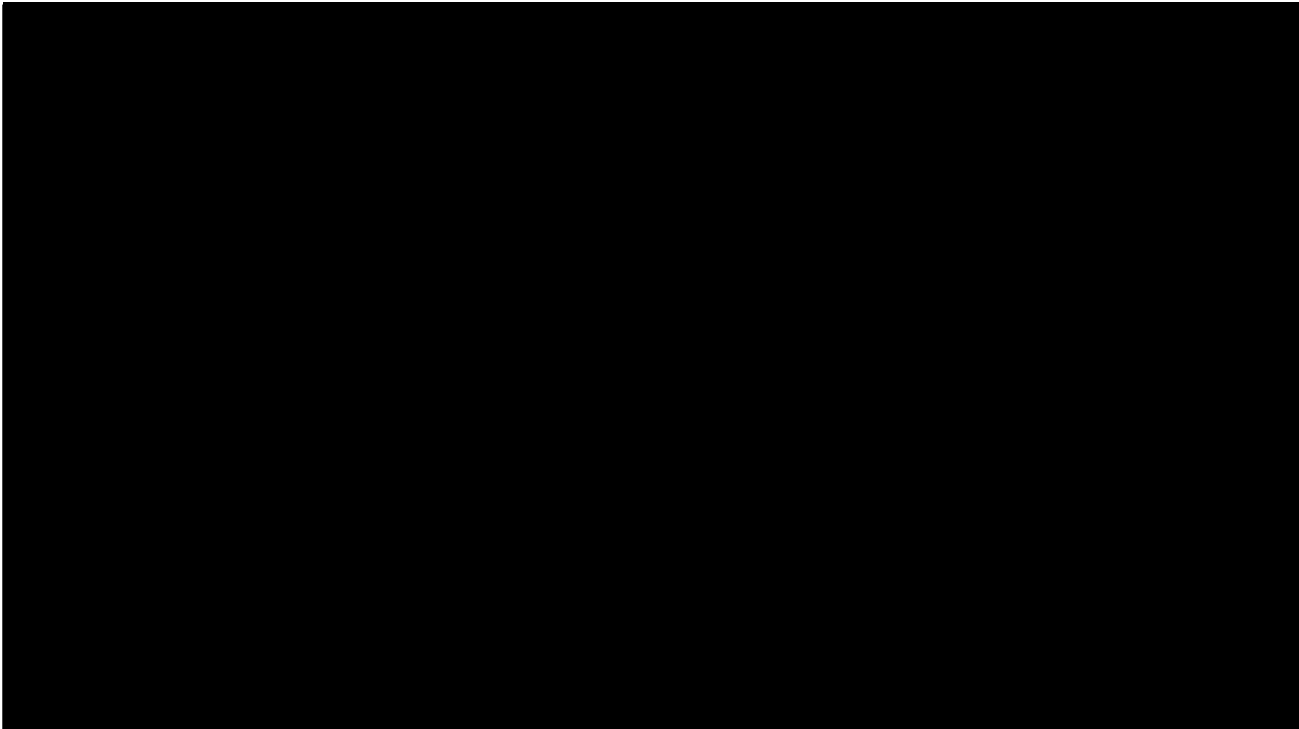
III. ROLL CALL OF MEMBERS

President Hayes and the following Trustees responded to roll: Blackwood, LaBedz, Sidor, Tinaglia, Farwell, Rosenberg, Glasgow.

Trustee Scaletta was absent.

Also present were: Randy Recklaus, Diana Mikula, Mark Burkland, Robin Ward, Charles Perkins and Becky Hume.





XIV. REPORT OF THE VILLAGE MANAGER

A. Ivy Hotel - 519 W. Algonquin Rd. - Early Review

Mr. Reckluas said the petitioner is proposing a 165 room hotel which would be attached to the existing banquet hall. Approximately 5,000 square feet of the existing structure would be removed to allow for the new construction. They are requesting a parking variation from the required 461 to 151 spaces. Early review is designed to give the petitioner feedback, but does not guarantee approval.

Mr. Perkins said the petitioner is part way through the plan review process. Prior to staff response, they are seeking feedback. The traffic and parking studies have yet to be completed and there are concerns whether the parking will be sufficient.

John O'Conner, attorney for the project, said they are in final negotiations with Pace across the street for additional parking. They are also talking to neighbors in attempt to purchase neighboring properties. It is not financially possible to put in a parking structure. The facility is 80% vacant Monday -Thursday, so the petitioners are looking for better uses for the site.

Co-owner Krystyna Cazares said they would like to get more corporate business but it is difficult because they do not have hotel spaces on site.

President Hayes said the village appreciates European Crystal and thanked them for their willingness to think outside the box. He asked for more explanation on the expected hotel use. Ms. Cazares said they expect weddings on the weekends and corporate meetings during the week. The

target market is people coming from the airport who would be taking cabs.

Trustee Labedz said she had no problem with idea of hotel but that parking was a big concern as corporate people will drive too. She asked if the banquet space will be reduced. Ms. Cazares said it will be reduced from 20,000 square feet to 15,000 square feet. They will add break out rooms. The hotel rooms will have a blend of one and two beds per room.

Trustee Glasgow said he also had no problem with a hotel and said it was the best use of the land. He questioned the parking as well, noting the Doubletree has 376 spaces for 301 rooms. Mr. Cazares said the hotel will have a lounge and a rooftop terrace. Trustee Glasgow asked about the parking study. Mr. Perkins said there was a parking summary but no back up data or counts to support the parking data. The Cazares' said they planned to have 24 hour valet service using the Pace site. Trustee Glasgow said he would feel more comfortable with overflow parking and contingency plans.

Trustee Tinaglia asked if there were other examples where this kind of parking deficit works. Mr. Perkins said not in the village, but other communities could be looked at. Trustee Tinaglia said parking is the only thing holding the project back. He recommended investing in the traffic consultant, getting the detailed analysis and proving the parking will work.

Trustee Rosenberg said he was worried that people crossing Algonquin to the Pace lot would be vulnerable and it was a major concern for him. He said it would be worth convincing the State or County to put a light there. He said the additional 54 spaces the Pace agreement would bring is far shy of the requirement. He cautioned that suburban users were not the same as downtown Chicago. He said the hotel guests may create more banquets which may exceed parking capacity. The restaurant and lounge may attract people who are not hotel guests. If everything was used, it could be a major disaster. Trustee Rosenberg asked about storm water. Mr. Perkins said detention is required. Mr. Perkins said a few sites have been identified for additional parking which could be explored.

Trustee Blackwood also expressed concern about the limited parking saying that a large wedding would stretch the capacity. Ms. Cazares said the valet parking would offset that. They are trying to purchase the lot next door. Trustee Blackwood said a boutique hotel would be an attraction, but sufficient parking is necessary. She said she didn't want the business to box itself in. She said it would be exciting to see what the hotel would be like, but a parking/traffic study needs to be seen.

Trustee Farwell said based on his experience of working next to the Doubletree, the parking is necessary. The Doubletree overflow goes into the office building next door and it was built with 67% of the required parking. Even at 67% it is not functional. He said he would need to see

significant improvement in parking. The hotel customers will require a car. Twenty-four hour valet requires a lot of crossing of the street. He said there is room in the village for a boutique hotel, but he didn't know if this was the smartest spot.

Trustee Sidor said the project is far away from a solution regarding parking. He said the hotel is a great idea and the location is okay. He asked what the price would be per room. Tony Cazares, co-owner, said between \$120 and \$150 per night. Mr. Cazares said he knew it was not enough parking.

President Hayes said the village would be willing to help the project, as it is a great opportunity, if they had the land. The concerns regarding the land are appropriate. Ms. Cazares said she thought they needed a total of 270 parking spaces.

