



January 21, 2014
8:00 PM

AGENDA
President and Board of Trustees
Village of Arlington Heights

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

- A. Village Board 01/06/2014

V. APPROVAL OF ACCOUNTS PAYABLE

- A. Warrant Register of 1/15/2014

VI. RECOGNITIONS AND PRESENTATIONS

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

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

IX. OLD BUSINESS

- A. Report of the Committee-of-the-Whole Meeting of Jan. 13, 2014

Community Development Block Grant FY2014/2015 -
HUD Annual Action Plan for 2014/2015

Trustee Glasgow moved, seconded by Trustee Tinaglia that the Committee-of-the-Whole recommend to the Village Board, following consideration of public comments, the CDBG funding requests, and the staff's recommendations on the funding requests that a notification be published announcing the availability of the draft 2014/2015 Annual Action Plan for the 30-day public comment period. The motion passed unanimously.

- B. Report of the Committee-of-the-Whole Meeting of Jan. 21, 2014

Interview of Corey Axelrod for Appointment to the Commission for Citizens with Disabilities

- C. Report of the Committee-of-the-Whole Meeting of Jan. 21, 2014

Interview of Colleen Engle for Appointment to the Special Events Commission

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. Computer Replacement Program
- B. Laserfiche Standard Web Portal
- C. Waiver of Bid for Hearts of Gold Awards Dinner

CONSENT LEGAL

- A. A Resolution Accepting a Plat of Dedication for Public Right-of-Way (Autumn Leaves, 1625 S. Arlington Heights Road)
- B. A Resolution Accepting a Plat of Easement for Sanitary Sewer and Public Sidewalk Purposes (Autumn Leaves, 1625 S. Arlington Heights Road)
- C. A Resolution Approving an Intergovernmental Agreement Between the Village of Arlington Heights and the Arlington Heights Park District, a Taxing District Affected by TIF District 4 (12 year Extension of TIF 4)
- D. A Resolution Approving an Intergovernmental Agreement Between the Village of Arlington Heights and Township High School District No. 214

(TIF 4 Extension)

- E. A Resolution Approving an Intergovernmental Agreement Between the Village of Arlington Heights and Community Consolidated School District No. 59
(TIF 4 Extension)
- F. A Resolution Approving an Intergovernmental Agreement Between the Village of Arlington Heights and Elk Grove Township
(TIF 4 Extension)
- G. A Resolution Approving a Lease Agreement Between the Village of Arlington Heights and Tobmar International, Inc.
(Lease a portion of the Arlington Heights Downtown Train Station - Gateway Newstands)
- H. An Ordinance Amending Chapter 13 of the Arlington Heights Municipal Code
(Surrender of Class "B" and "T" liquor licenses, Dominick's Finer Foods, LLC, 325 E. Palatine Road)

CONSENT REPORT OF THE VILLAGE MANAGER

- A. Settlement - Workers' Compensation Claim- Chabowski
- B. Settlement - Workers' Compensation Claim - Franzen

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

- A. Comprehensive Plan Annual Review
- B. Dunkin' Donuts
1818 W. Northwest Highway
PC#13-021

XIII. LEGAL

XIV. APPOINTMENTS

XV. PETITIONS AND COMMUNICATIONS

XVI. REPORT OF THE VILLAGE MANAGER

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: Village Board 01/06/2014

Department: Village Clerk

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description

[Village Board 01/06/2014](#)

Type

Minutes



January 6 2014
8:00 PM

MINUTES
President and Board of Trustees
Village of Arlington Heights

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

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

Also present were Village Manager Bill Dixon, Assistant to the Village Manager Diana Mikula, Assistant Village Attorney Robin Ward, Director of Planning and Economic Development Charles Perkins, Director of Public Works Scott Shirley and Village Clerk Becky Hume.

IV. APPROVAL OF MINUTES

A. Committee of the Whole 12/09/2013 Approved

Trustee John Scaletta moved to approve. Trustee Mike Sidor Seconded the Motion.

The Motion: Passed

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

Abstain: Blackwood .

B. Committee of the Whole 12/16/2013 Approved

Trustee Thomas Glasgow moved to approve. Trustee Mike Sidor Seconded the Motion.

The Motion: Passed

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

Abstain: Rosenberg , Scaletta .

C. Village Board 12/16/2013

Approved

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

The Motion: Passed

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

Abstain: Rosenberg , Scaletta .

V. APPROVAL OF ACCOUNTS PAYABLE



A. Warrant Register of 12/30/2013

Approved

Trustee Joe Farwell moved to approve the Warrant Register dated 12/30/2013 in the amount of \$918,452.44. Trustee Thomas Glasgow Seconded the Motion.

The Motion: Passed

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

VI. RECOGNITIONS AND PRESENTATIONS



A. Promotion of Les East to Fire Lieutenant

President Hayes administered the Oath of Office to Mr. East.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

IX. OLD BUSINESS



A. Report of the Committee-of-the-Whole Meeting of Jan. 6, 2014 Tabled

Interview of Corey Axelrod for Appointment to the
Commission for Citizens with Disabilities

This meeting did not occur, therefore, a report was not given nor voted upon.

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:

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3. Citizens in the audience may ask to remove any item on this Consent Agenda.
4. One roll call vote will be taken and will cover all remaining Consent Agenda items.

CONSENT OLD BUSINESS

CONSENT APPROVAL OF BIDS



A. Landscape Restoration

Approved

Trustee Joe Farwell moved to approve. Trustee Thomas Glasgow Seconded the Motion.

The Motion: Passed

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



B. State of Illinois - Joint Purchase
One 5-Ton Dump Truck

Approved

Trustee Joe Farwell moved to approve. Trustee Thomas Glasgow Seconded the Motion.

The Motion: Passed

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



C. One Utility Body Truck
Suburban Purchasing Cooperative (SPC)

Approved

Trustee Joe Farwell moved to approve. Trustee Thomas Glasgow Seconded the Motion.

The Motion: Passed

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



D. One Utility Vehicle
Suburban Purchasing Cooperative (SPC)

Approved

Trustee Joe Farwell moved to approve. Trustee Thomas Glasgow Seconded the Motion.

The Motion: Passed

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

CONSENT LEGAL



A. An Ordinance Amending Chapters 13 and 28 of the
Arlington Heights Municipal Code

Approved

Trustee Joe Farwell moved to approve 14-001. Trustee Thomas Glasgow Seconded the Motion.

The Motion: Passed

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



B. A Resolution Approving a Salary for the Village Manager of
the Village of Arlington Heights

Approved

Trustee Joe Farwell moved to approve R14-001. Trustee Thomas Glasgow 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

XIII. LEGAL



- A. An Ordinance Repealing Ordinance Numbers 94-026 and 94-098 (1441 W. Shure Drive) Approved

Mr. Dixon said that this proposed Ordinance would repeal two other Ordinances. It is the Village's attempt to assist in the redevelopment of the property. The former Nokia Siemens property south of Shure Drive has been purchased by Torburn Partners. Originally, the campus consisted of approximately 1.1 million square feet of office and manufacturing space. As part of the sale of the property to Torburn, Nokia entered into a 12 year lease for the 1455 building located south of Cellular Drive. This building consists of 214,000 square feet. Nokia is in the process of a \$15 million renovation for this building. When the renovation is complete, they will relocate approximately 1,200 employees from the remainder of the campus into this building. Nokia will occupy the entire southern portion of the campus south of Cellular Drive.

Torburn has demolished the 1475 building in order to provide additional green space and parking for the Nokia occupancy. Torburn is now seeking to demolish the 1441 building to reposition the campus and better market the buildings. In an attempt to work in an expeditious and pro-business friendly manner, Staff has been evaluating how to handle this demolition request given the PUD on the property and the Ordinances that specifically deal with the 1441 building. In order to permit the demolition, the Ordinances approving this building need to be repealed.

The 1441 building is governed by two Ordinances. In order to reconfigure the property, it is recommended that Ordinances 94-025 and 94-098 be repealed subject to the following conditions:

1. The property continues to be governed by PUD Ordinances 88-060 and 79-084. Any further changes to the site shall be subject to submitting for all appropriate approvals, which may include amending the Planned Unit Development and Design Commission, as well as any other applicable Code regulations.
2. Future redevelopment of the property will require updating the storm water management facilities to current Village codes.
3. Existing condition #5 from Ordinance #94-026 shall remain as follows; In the event that parking within the Planned Unit Development becomes inadequate, the Petitioner shall develop a plan to address the problem upon the request of the Village.
4. The demolition of the 1441 building shall be subject to compliance with all

Village codes, including an acceptable site restoration plan.

Trustee Rosenberg asked why there were three options presented regarding the redevelopment. **Mr. Perkins** said that they are concepts shared with the Board, but that there is no firm plan as yet. Any proposed construction would have to go through the appropriate approval process. Torburn is trying to attract potential tenants and these options show three possibilities that could be pursued in the future.

Trustee Rosenberg clarified that a restoration plan must be submitted at the time a demolition permit is requested. **Mr. Perkins** said that additional parking may be proposed but anything more than green space or parking would need to go through the Design Commission and/or have the PUD amended. The parking meets or exceeds the requirements.

Trustee Tinaglia said this is an attempt encourage a property redevelopment without a completed concept put together. **Mr. Dixon** said this enables the petitioner to have a clean slate as to what they want to explore and what the property could look like. Trustee Tinaglia said this would save the developer weeks and months in an approval process. He said it was a great example of staff working with business to help them along.

Trustee Thomas Glasgow moved to approve with Staff recommended conditions.

Trustee Jim Tinaglia Seconded the Motion.

The Motion: Passed

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

XIV. APPOINTMENTS

XV. PETITIONS AND COMMUNICATIONS

Trustee Farwell reported on the Katie Project. Home visits are scheduled for Saturday, January 11. If residents are interested in having their smoke detector or its battery checked please call Nancy Kluz at 847-368-5000 to make an appointment. Interested volunteers can call the same number; it's a rewarding experience that allows people to meet their neighbors.

XVI. REPORT OF THE VILLAGE MANAGER

Mr. Dixon said that the snow fighting crews have been very busy. It is mentally and physically demanding work. In December there were nine snow events including Christmas morning and Christmas Evening. There was also a 48 hour event from New Year's Eve through January 2. The Village greatly appreciates the patience of the residents and the efforts of snow fighting crews. Garbage pick-up for the entire week has been moved back one day at the request of the waste hauler because of the record

low temperatures. The Senior Center is a warming center; currently it is open during regular hours. It can be opened for extended hours. Residents should call Police or Fire if they believe this is necessary.

Mayor Hayes thanked the Public Works Department on behalf of Board and the residents for all their hard work. He said the long hours that have been put in are appreciated. He said it has been a job well done. He said there have been many positive comments from residents regarding snow removal.

XVII. ADJOURNMENT

Trustee Robin LaBedz moved to adjourn at 8:21 p.m. Trustee John Scaletta Seconded the Motion.

The Motion: Passed

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

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Item: Warrant Register of 1/15/2014

Department: Village Clerk

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
Warrant Register 01/15/2014	Warrant Register



VILLAGE OF ARLINGTON HEIGHTS

**WARRANT REGISTER FOR
CHECK DATE: 1 - 15 - 2014**

Fund	Fund Description	Total Transaction Amount
101	General Fund	\$384,271.37
215	CDBG Fund	\$1,060.00
227	Foreign Fire Ins Tax Fund	\$4,027.93
231	Criminal Investigation Fd	\$1,301.64
235	Municipal Parkg Opr Fund	\$35,215.88
401	Capital Projects Fund	\$9,316.54
426	Flood Control V Fund	\$4,600.00
435	EAB Fund	\$187.50
505	Water and Sewer Fund	\$95,686.48
515	Arts,Entert & Events Fund	\$2,570.14
605	Health Insurance Fund	\$276,240.44
615	Workers Compensation Ins	\$2,059.68
621	Fleet Operations Fund	\$683,808.04
625	Technology Fund	\$63,943.64
715	Guaranty Deposits Fund	\$5,200.00
TOTAL ALL FUNDS		\$1,569,489.28

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 0					
Division: 0					
183024	101-0000-433.14-00	AETNA	REFUND AMBULANCE CLAIM	\$365.42	\$365.42
183031	505-0000-140.10-00	AMERICAN PRINTING TECHNOLOGIES	POSTAGE	\$3,712.53	\$3,712.53
183048	101-0000-421.05-00	LARRY BARR	REFUND VEHICLE STICKER	\$10.00	\$10.00
183055	715-0000-220.93-00	BRUCE MILLER	REFUND BOND	\$200.00	\$200.00
183058	715-0000-220.93-00	C.C. CATHAGE ILL	REFUND BOND	\$200.00	\$200.00
183061	101-0000-421.05-00	SUSAN CARSELLO	REFUND VEHICLE STICKER	\$15.00	\$15.00
183065	715-0000-220.93-00	CHAMPION WINDOW CO	REFUND BOND	\$150.00	\$150.00
183086	715-0000-220.93-00	DELTA RENOVATIONS	REFUND BOND	\$50.00	\$50.00
183087	715-0000-220.93-00	DELTA RENOVATIONS	REFUND BOND	\$200.00	\$200.00
183090	715-0000-220.93-00	DON STELLA	REFUND BOND	\$250.00	\$250.00
183093	101-0000-421.05-00	LISA ECKERT	REFUND VEHICLE STICKER	\$30.00	\$30.00
183095	715-0000-220.93-00	ENCLAVE CONDOMINIUM ASSOC	REFUND BOND	\$200.00	\$200.00
183096	715-0000-220.93-00	ERDMANN CONSTRUCTION	REFUND BOND	\$200.00	\$200.00
183097	715-0000-220.93-00	ERDMANN CONSTRUCTION	REFUND BOND	\$200.00	\$200.00
183106	101-0000-421.05-00	ROBIN GIMM	REFUND VEHICLE STICKERS	\$10.00	\$10.00
183110	715-0000-220.93-00	GREENSCAPE HOMES LLC	REFUND BOND	\$200.00	\$200.00
183115	101-0000-140.05-00	HARRIS TRUST & SAVINGS BANK	GOVERNMENT FINANCE OFF	\$380.00	\$380.00
183133	101-0000-421.05-00	HILDA JAIME	REFUND VEHICLE STICKER	\$60.00	\$60.00
183134	101-0000-421.05-00	JOHN JARON	REFUND VEHICLE STICKERS	\$90.00	\$90.00
183136	715-0000-220.93-00	JOHN LOHRMANN	REFUND BOND	\$200.00	\$200.00
183137	715-0000-220.93-00	JOHN LOHRMANN	REFUND BOND	\$450.00	\$450.00
183141	715-0000-220.93-00	JRC DESIGN BUILD	REFUND BOND	\$100.00	\$100.00
183142	715-0000-220.93-00	JRC DESIGN BUILD	REFUND BOND	\$200.00	\$400.00
			REFUND BOND	\$200.00	
183144	505-0000-120.80-00	KAPADIA, NIRU	REFUND WATER	\$48.00	\$48.00
183146	101-0000-421.15-00	WILLARD KIBLER	REFUND DOG TAG	\$12.00	\$12.00
183148	715-0000-220.93-00	GREG KONIECKI	REPLACE CK 182535	\$200.00	\$200.00
183153	715-0000-220.93-00	LENZINI EXCAVATING CO INC	REFUND BOND	\$200.00	\$200.00
183156	101-0000-421.99-00	M SANCHEZ CONCRETE	REFUND BUSINESSSS LICENSE	\$60.00	\$60.00
183169	101-0000-421.05-00	PAWEL MIKA	REFUND VEHICLE STICKER	\$30.00	\$30.00
183170	101-0000-421.05-00	CARMEN MIRO	REFUND VEHICLE STICKER	\$18.00	\$18.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
183178	715-0000-220.93-00	NEWBERG CONSTRUCTION	REFUND BOND	\$200.00	\$200.00
183181	715-0000-220.93-00	NORTH SHORE DEVELOPMENT GROUP	REFUND BOND	\$200.00	\$200.00
183195	715-0000-220.93-00	PATIO ENCLOSURES	REFUND BOND	\$150.00	\$150.00
183204	715-0000-220.93-00	PRO REMO EXPERTS	REFUND BOND	\$200.00	\$200.00
183208	101-0000-421.99-00	RED ROOF INN - CHICAGO OHARA	REFUND BUSINESS LICENSE	\$760.00	\$760.00
183212	715-0000-220.93-00	ROMON ANOUTRIEV	REFUND BOND	\$200.00	\$200.00
183218	101-0000-421.05-00	JOSEPH SANDERS	REFUND VEHICLE STICKERS	\$10.00	\$10.00
183220	101-0000-433.14-00	LENORE SCHERRER	REFUND AMBULANCE CLAIM	\$80.00	\$80.00
183223	101-0000-421.05-00	GAYLE SHAMPINE	REFUND VEHICLE STICKER	\$10.00	\$10.00
183226	715-0000-220.93-00	SMART CONSTRUCTION GROUP	REFUND BOND	\$200.00	\$200.00
183227	715-0000-220.93-00	SMART CONSTRUCTION GROUP	REFUND BOND	\$200.00	\$200.00
183235	101-0000-421.05-00	MICHAEL STARK	REFUND VEHICLE STICKER	\$10.00	\$10.00
183236	101-0000-421.99-00	STARSHIP TRAVEL AGENCY INC	REFUND BUSINESS LICENSE	\$190.00	\$190.00
183237	715-0000-220.93-00	STEVEN PERRY	REFUND BOND	\$50.00	\$50.00
183241	715-0000-220.93-00	THOMAS & SUSAN VAN BUSCH	REFUND BOND	\$200.00	\$200.00
183249	101-0000-433.14-00	UNITED HEALTHCARE	REFUND AMBULANCE CLAIM	\$320.04	\$320.04
183275	715-0000-220.93-00	WRIGHT SIGNATURE HOMES	REFUND BOND	\$200.00	\$200.00
183278	101-0000-421.05-00	JAE YOUNG KO	REFUND VEHICLE STICKER	\$12.00	\$12.00
Total Division:				\$11,432.99	
Total Department:				\$11,432.99	

Check Date: 2014 - 1 - 15

WARRANT REGISTER - GM0002

Date: Wednesday, January 15, 2014
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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 1 Board of Trustees					
Division: 1					
183060	101-0101-501.21-65	CAPTION FIRST INC	CAPTIONING DEC BOARD MTGS	\$600.00	\$600.00
900983	101-0101-501.22-05	CITIBANK	POSTAGE	\$25.90	\$25.90
Total Division:				\$625.90	
Total Department:				\$625.90	

Check Date: 2014 - 1 - 15

WARRANT REGISTER - GM0002

Date: Wednesday, January 15, 2014
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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 2 Village Manager					
Division: 1					
183059	101-0201-502.30-05	CANON SOLUTIONS AMERICA	SUPPLIES	\$1,159.50	\$1,159.50
183188	101-0201-502.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$110.78	\$167.02
			OFFICE SUPPLIES	\$56.24	
183263	101-0201-502.21-65	VERIZON WIRELESS	INV 9717447411	\$76.17	\$76.17
183276	101-0201-502.22-15	XEROX CORPORATION	MAINTENANCE AGREEMENT	\$85.00	\$85.00
900983	101-0201-502.22-05	CITIBANK	POSTAGE	\$142.94	\$142.94
Total Division:				\$1,630.63	
Total Department:				\$1,630.63	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 3 Human Resources					
Division: 1					
183115	101-0301-503.40-70	HARRIS TRUST & SAVINGS BANK	CATERED BY DESIGN	\$2,615.00	\$2,615.00
183120	615-0301-552.20-50	HOPE HEALTH	HOPE HEALTH NEWSLETTER	\$2,059.68	\$2,059.68
183188	605-0301-552.33-05	OFFICE DEPOT	SUPPLIES	\$320.68	\$320.68
183198	101-0301-503.30-05	PETTY CASH	OFFICE SUPPLIES	\$12.77	\$12.77
183258	101-0301-503.21-65	VERIZON WIRELESS	INV 97116952510	\$101.19	\$101.19
	101-0301-503.30-05		97116952510/PH CHARGER	\$22.49	\$22.49
183276	101-0301-503.22-15	XEROX CORPORATION	MAINTENANCE AGREEMENT	\$85.00	\$85.00
900983	101-0301-503.22-05	CITIBANK	POSTAGE	\$57.98	\$57.98
900984	605-0301-552.20-65	PRUDENTIAL INSURANCE CO OF AMERICA	INSURANCE PREMIUM 1-2014	\$4,713.12	\$4,713.12
	605-0301-552.20-66		INS (OPT) PREMIUM 1-2014	\$2,356.19	\$2,356.19
900985	605-0301-552.20-60	HMO ILLINOIS	HMO INS PREMIUM 1-2014	\$268,850.45	\$268,850.45
Total Division:				\$281,194.55	
Total Department:				\$281,194.55	

Check Date: 2014 - 1 - 15

WARRANT REGISTER - GM0002

Date: Wednesday, January 15, 2014
Page 6

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 4 Legal Department					
Division: 1					
183098	101-0401-503.20-20	ERNEST R BLOMQUIST PC	SERVICE PROFESSIONAL	\$5,002.50	\$5,002.50
183115	101-0401-503.22-02	HARRIS TRUST & SAVINGS BANK	NATL PUBLIC EMPLOYER	\$205.00	\$205.00
183255	101-0401-503.21-65	VERIZON WIRELESS	INV 9717248982	\$95.88	\$95.88
900983	101-0401-503.22-05	CITIBANK	POSTAGE	\$67.91	\$67.91
Total Division:				\$5,371.29	
Total Department:				\$5,371.29	

Check Date: 2014 - 1 - 15

WARRANT REGISTER - GM0002Date: Wednesday, January 15, 2014
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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 5 Finance					
Division: 1					
183031	505-0501-503.21-65	AMERICAN PRINTING TECHNOLOGIES	SERVICE MISCELLANEOUS	\$706.16	\$706.16
183033	101-0501-503.21-65	ANDRES MEDICAL BILLING LTD	SERVICE FINANCIAL	\$5,835.36	\$5,835.36
183115	101-0501-503.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON MKTPLACE PMTS	\$9.95	\$9.95
183143	101-0501-503.22-03	JUAREZ MARY	TUITION REIMBURSEMENT	\$1,500.00	\$1,500.00
183186	101-0501-503.22-10	NSC INTERNATIONAL	PRINTING SERVICES	\$148.13	\$148.13
183188	101-0501-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$129.93	\$724.04
			OFFICE SUPPLIES	\$50.81	
			OFFICE SUPPLIES	\$118.07	
			OFFICE SUPPLIES	\$129.99	
			OFFICE SUPPLIES	\$295.24	
183189	101-0501-503.30-05	OFFICE MAX CONTRACT INC	OFFICE SUPPLIES	\$384.52	\$384.52
183194	101-0501-503.22-01	PADDOCK PUBLICATIONS INC	ADVERTISING	\$56.70	\$56.70
183202	505-0501-503.22-05	POSTMASTER ARLINGTON HEIGHTS	REIMB PERMIT BR 184-001	\$48.82	\$48.82
183239	101-0501-503.22-10	SUBURBAN PRESS	PRINTING SERVICES	\$1,123.50	\$1,123.50
183266	101-0501-503.21-65	VERIZON WIRELESS	INV 9717202186	\$55.38	\$55.38
183276	101-0501-503.22-15	XEROX CORPORATION	MAINTENANCE AGREEMENT	\$17.60	\$102.60
			MAINTENANCE AGREEMENT	\$85.00	
900983	101-0501-503.22-05	CITIBANK	POSTAGE	\$2,576.28	\$2,576.28
	505-0501-503.22-05		POSTAGE	\$539.01	\$539.01
Total Division:				\$13,810.45	
Total Department:				\$13,810.45	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 6 Information Technology					
Division: 1					
1916	625-0601-553.20-39	NOVUSSOLUTIONS	SOFTWARE MAINT/FEES	\$16,800.00	\$16,800.00
183064	625-0601-572.50-10	CDS OFFICE TECHNOLOGIES	EMERGENCY VEHICLE AIRLINK	\$855.00	\$855.00
183074	625-0601-553.21-65	COMCAST PROCESSING CENTER	INTERNET SERVICE	\$5,632.48	\$5,632.48
183089	625-0601-553.21-02	DIVERSIFIED OFFICE EQUIPMENT	EQUIPMENT MAINTENANCE	\$85.00	\$85.00
183101	625-0601-553.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	\$20.55	\$20.55
183115	625-0601-553.33-05	HARRIS TRUST & SAVINGS BANK	APL*APPLE ITUNES STORE	\$5.30	\$574.30
			SOFTMART	\$480.00	
			GIBSON WWW GRC COM	\$89.00	
	625-0601-572.50-10		AMAZON.COM	\$208.23	\$18,806.91
			PCMG800-6255468	\$2,779.00	
			DMI* DELL K-12/GOVT	\$9,910.88	
			AMAZON.COM	\$815.39	
			AMAZON.COM	\$827.40	
			AMAZON.COM	\$206.85	
			DMI* DELL K-12/GOVT	\$3,695.92	
			AMAZON.COM	\$330.25	
			AMAZON.COM	\$32.99	
183130	625-0601-553.30-05	INSIGHT PUBLIC SECTOR	COMPUTERS,DP & WORD PROC.	\$3,372.50	\$3,372.50
183187	625-0601-553.21-02	OAK BROOK OFFICE SOLUTIONS INC	EQUIPMENT MAINTENANCE	\$125.00	\$419.00
			EQUIPMENT MAINTENANCE	\$294.00	
183240	625-0601-553.20-39	SUNGARD PUBLIC SECTOR	COMPUTERS,DP & WORD PROC.	\$14,956.00	\$14,956.00
183256	625-0601-553.21-65	VERIZON WIRELESS	INV 9717248981	\$1,787.36	\$1,787.36
Total Division:				\$63,309.10	
Total Department:				\$63,309.10	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 7 GIS					
Division: 1					
183115	625-0701-553.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON MKTPLACE PMTS	\$82.66	\$285.34
			AMAZON MKTPLACE PMTS	\$202.68	
183188	625-0701-553.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$349.20	\$349.20
Total Division:				\$634.54	
Total Department:				\$634.54	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 10 Boards & Commissions					
Division: 17					
900983	101-1017-502.22-05	CITIBANK	POSTAGE	\$3.44	\$3.44
Total Division:				\$3.44	
Division: 18					
183029	515-1018-525.40-55	ALLEGRA PRINT & IMAGING	HEARTS OF GOLD INVITES	\$355.00	\$355.00
Total Division:				\$355.00	
Division: 22					
183035	515-1022-525.40-55	ARLINGTON HTS CHAMBER OF COM	ART COMM	\$75.00	\$75.00
Total Division:				\$75.00	
Total Department:				\$433.44	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 20 Special Events					
Division: 5					
183105	515-2005-525.50-55	FULL COMPASS SYSTEMS INC	LIGHTING	\$1,005.72	\$1,335.14
			STAGE LIGHTING	\$329.42	
Total Division:				\$1,335.14	
Total Department:				\$1,335.14	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 30 Police Department					
Division: 1					
183021	101-3001-511.21-65	ACCURATE DOCUMENT DESTRUCTION	DOCUMENT DESTRUCTION	\$325.13	\$325.13
183041	101-3001-511.30-35	ASR/KALE	CLOTHING & APPAREL	\$128.00	\$3,102.53
			CLOTHING & APPAREL	\$74.50	
			CLOTHING & APPAREL	\$191.85	
			CLOTHIN & APPAREL	\$108.00	
			CLOTHING & APPAREL	\$143.80	
			CLOTHING & APPAREL	\$7.04	
			CLOTHING & APPAREL	\$97.41	
			CLOTHING & APPAREL	\$40.75	
			CLOTHING & APPAREL	\$61.00	
			CLOTHING & APPAREL	\$39.95	
			CLOTHING & APPAREL	\$229.35	
			CLOTHING & APPAREL	\$91.74	
			CLOTHING & APPAREL	\$99.99	
			CLOTHING & APPAREL	\$128.00	
			CLOTHING & APPAREL	\$43.00	
			CLOTHING & APPAREL	\$119.85	
			CLOTHING & APPAREL	\$44.85	
			CLOTHING & APPAREL	\$192.00	
			CLOTHING & APPAREL	\$128.00	
			CLOTHING & APPAREL	\$74.50	
			CLOTHING & APPAREL	\$128.00	
			CLOTHING & APPAREL	\$420.00	
			CLOTHING & APPAREL	\$64.70	
			CLOTHING & APPAREL	\$72.25	
			CLOTHING & APPAREL	\$141.50	
			CLOTHING & APPAREL	\$192.00	
			CLOTHING & APPAREL	\$40.50	
	101-3001-511.33-25		BODY ARMOR	\$550.00	\$1,650.00
			BODY ARMOR	\$550.00	
			BODY ARMOR	\$550.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
183043	101-3001-511.33-25	ASSOCIATED BAG CO	POLICE EQUIPMENT & SUPPLY	\$427.00	\$427.00
183053	101-3001-511.21-65	BLUE LINE, THE	ADVERTISEMENT	\$999.00	\$999.00
183069	101-3001-511.22-03	PATRICK CHOJNOWSKI	TRAINING	\$30.00	\$30.00
183081	101-3001-511.30-35	COWSERT MICHAEL	REIMBURSEMENT/CLOTHING	\$135.61	\$135.61
183082	101-3001-511.21-65	CRITICAL REACH	ANNUAL FEE	\$655.00	\$655.00
183083	101-3001-511.33-05	CROWN TROPHY	PLAQUE	\$55.00	\$55.00
183104	101-3001-511.22-03	FRED PRYOR SEMINARS	REGISTRATION	\$199.00	\$199.00
183107	101-3001-511.21-65	GLUECKERT FUNERAL HOME LTD	MORGUE TRANSPORT	\$350.00	\$350.00
183108	101-3001-511.21-65	GOLF ROSE BOARDING & GROOMING	SERVICE MISCELLANEOUS	\$130.00	\$272.75
			SERVICE MISCELLANEOUS	\$70.00	
			SERVICE MISCELLANEOUS	\$28.75	
			SERVICE MISCELLANEOUS	\$13.00	
			SERVICE MISCELLANEOUS	\$5.00	
			SERVICE MISCELLANEOUS	\$11.00	
			SERVICE MISCELLANEOUS	\$15.00	
183129	101-3001-511.22-10	INNERWORKINGS LLC	SERVICE PRINTING	\$113.23	\$113.23
183147	101-3001-511.22-15	KONICA MINOLTA BUSINESS USA	MAINTENANCE AGREEMENT	\$1,140.36	\$1,723.48
			MAINTENANCE AGREEMENT	\$583.12	
183164	101-3001-511.21-65	METRO-WESTERN COOK CREDIT	SERVICE MISCELLANEOUS	\$52.00	\$52.00
183166	101-3001-511.33-25	METROPOLITAN EMERGENCY SUPPORT	DONATION	\$150.00	\$150.00
183177	101-3001-511.22-03	NE MULTI REGIONAL TRAINING INC	REGISTRATION	\$175.00	\$175.00
183183	101-3001-511.20-37	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT 2-2014	\$63,304.18	\$63,304.18
183185	101-3001-511.22-03	NORTHWEST POLICE ACADEMY	REGISTRATION	\$50.00	\$50.00
183188	101-3001-511.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$354.21	\$984.98
			OFFICE SUPPLIES	\$449.13	
			OFFICE SUPPLIES	\$181.64	
183189	101-3001-511.30-05	OFFICE MAX CONTRACT INC	OFFICE SUPPLIES	\$69.99	\$69.99
183191	235-3001-532.33-05	ORION SAFETY PRODUCTS	POLICE EQUIPMENT & SUPPLY	\$2,242.80	\$2,377.15
			SHIPPING/DELIVERY SERVICE	\$134.35	
183199	101-3001-511.22-03	PETTY CASH/POLICE	TRAINING	\$271.32	\$346.29
			TRAINING	\$59.59	
			TRAINING	\$15.38	
183222	101-3001-511.21-65	SECRETARY OF STATE	SERVICE MISCELLANEOUS	\$80.00	\$80.00
183238	401-3001-572.50-15	SUBURBAN ACCENTS INC	SQUAD GRAPHICS	\$150.00	\$150.00
183243	101-3001-511.21-65	THOMSON REUTERS	SERVICE PROFESSIONAL	\$288.70	\$288.70

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
183244	101-3001-511.22-03	NICKOLAS TRUDEAU	TUITION REIMBURSEMENT	\$1,175.00	\$1,175.00
183257	101-3001-511.21-65	VERIZON WIRELESS	INV 9717250865	\$2,287.79	\$2,287.79
183268	101-3001-511.30-20	WARD SALLY	REIMBURSEMENT	\$14.99	\$14.99
183277	101-3001-511.21-65	YAHOO	PROCESSING FEE	\$40.00	\$40.00
900983	101-3001-511.22-05	CITIBANK	POSTAGE	\$617.80	\$617.80
Total Division:				\$82,201.60	
Division: 3					
183034	231-3003-511.40-11	ANIMAL FEEDS AND NEEDS	CANINE UNIT PROGRAM	\$23.99	\$145.97
			CANINE UNIT PROGRAM	\$121.98	
183052	231-3003-511.40-11	ANDREW BLEVINS	TRAVEL	\$135.00	\$135.00
183115	231-3003-511.40-11	HARRIS TRUST & SAVINGS BANK	HERTZ RENT-A-CAR	\$486.95	\$508.52
			SHELL OIL	\$21.57	
183116	231-3003-511.40-11	HAYES NATHAN	TRAVEL	\$135.00	\$135.00
183229	231-3003-511.40-11	SPERANDO, RICHARD	TRAVEL	\$135.00	\$135.00
183254	231-3003-511.40-11	VERIZON WIRELESS	INV 9717219316	\$242.15	\$242.15
Total Division:				\$1,301.64	
Total Department:				\$83,503.24	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 35 Fire					
Division: 1					
183020	101-3501-512.31-65	ABT ELECTRONICS	DISHWASHER STA 1	\$498.00	\$498.00
183026	101-3501-512.21-02	AIR ONE EQUIPMENT	SERVICE EQUIPMENT	\$293.50	\$1,041.44
			SERVICE EQUIPMENT	\$181.94	
			FIRE PROTECTION EQUIP/SUP	\$566.00	
	101-3501-512.31-85		FIRE PROTECTION EQUIP/SUP	\$879.00	\$1,009.00
			FIRE PROTECTION EQUIP/SUP	\$130.00	
183038	101-3501-512.21-02	ARLINGTON POWER EQUIPMENT	FIRE PROTECTION EQUIP/SUP	\$85.15	\$85.15
	101-3501-512.31-85		FIRE PROTECTION EQUIP/SUP	\$119.94	\$2,141.92
			FIRE PROTECTION EQUIP/SUP	\$25.98	
			FIRE PROTECTION EQUIP/SUP	\$1,996.00	
183042	101-3501-512.30-35	ASR/KALE	CLOTHING & APPAREL	\$16.50	\$99.10
			CLOTHING & APPAREL	\$82.60	
183115	101-3501-512.30-35	HARRIS TRUST & SAVINGS BANK	GALLS INTERN*	\$164.02	\$164.02
	101-3501-512.31-55		LOWES #02529*	\$78.44	\$78.44
	101-3501-512.32-80		BARNES&NOBLE*COM	\$103.20	\$103.20
	101-3501-512.33-05		GFS MKTPLC #0204	\$28.59	\$73.09
			JEWEL #3478	\$11.82	
			THURINGER GOURMET MEAT	\$32.68	
183118	101-3501-512.31-85	HEIMAN FIRE EQUIPMENT	FIRE PROTECTION EQUIP/SUP	\$1,202.55	\$3,003.45
			FIRE PROTECTION EQUIP/SUP	\$670.95	
			FIRE PROTECTION EQUIP/SUP	\$399.47	
			SAFETY & FIRST AID EQUIP.	\$730.48	
183119	101-3501-512.30-35	HOME DEPOT CREDIT SERVICES	CLOTHING & APPAREL	(\$49.44)	\$-49.44
	101-3501-512.31-45		JANITORIAL SUPPLIES	\$53.70	\$53.70
183123	101-3501-512.22-02	IL FIRE CHIEFS ASSOC FOUNDATION	2014 DUES	\$700.00	\$700.00
183139	101-3501-512.32-80	JONES AND BARTLETT LEARNING LLC	PROMOTIONAL TEXT	\$359.71	\$359.71
183155	101-3501-512.31-55	LOWES COMMERCIAL SERVICES	BUILDER'S SUPPLIES	\$17.07	\$17.07
183171	101-3501-512.33-50	MOORE MEDICAL LLC	DRUG BOX TWIST LOCK	\$261.43	\$261.43
183179	101-3501-512.21-65	NEXTEL COMMUNICATIONS	ACCT 668021225	\$905.79	\$905.79
183180	101-3501-512.22-03	NIPSTA	TRAINING	\$300.00	\$300.00
183183	101-3501-512.20-37	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT 2-2014	\$21,101.40	\$21,101.40

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
183184	101-3501-512.31-55	NORTHWEST ELECTRICAL SUPPLY CO	HARDWARE SUPPLIES	\$299.24	\$299.24
183188	101-3501-512.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$101.20	\$101.20
	101-3501-512.31-65		SHREDDER	\$80.51	\$80.51
183197	101-3501-512.32-80	PENNWELL CORP	PROMOTIONAL TEXT-STATION	\$525.50	\$525.50
183200	101-3501-512.33-50	PHYSIO CONTROL INC	EMS SUPPLIES	\$440.64	\$440.64
183213	101-3501-512.31-60	RT 12 RENTAL CO INC	KEROSENE	\$32.50	\$130.00
			KEROSENE	\$97.50	
	101-3501-512.31-85		TOOLS	\$300.00	\$300.00
183216	101-3501-512.22-02	SAM'S CLUB	2014 DUES	\$270.00	\$270.00
183224	101-3501-512.31-55	SHERWIN HARDWARE	HARDWARE SUPPLIES	\$3.99	\$3.99
183261	101-3501-512.21-65	VERIZON WIRELESS	INV 9717299270	\$38.01	\$38.01
183262	101-3501-512.21-65	VERIZON WIRELESS	INV 9717497955	\$126.44	\$126.44
183267	101-3501-512.21-65	VERIZON WIRELESS	INV 9717497956	\$347.78	\$347.78
183274	101-3501-512.21-02	WITMER PUBLIC SAFETY GROUP	FLASHLIGHT PARTS	\$29.96	\$36.95
			FLASHLIGHT REPAIR PARTS	\$6.99	
183279	101-3501-512.31-45	ZEP MANUFACTURING CO	SUPPLIES	\$898.32	\$898.32
900983	101-3501-512.22-05	CITIBANK	POSTAGE	\$21.83	\$21.83
Total Division:				\$35,566.88	
Total Department:				\$35,566.88	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 37 Foreign Fire Insurance					
Division: 1					
183025	227-3701-512.22-03	AHLMAN PETER	TUITION REIMBURSEMENT	\$149.12	\$149.12
183027	227-3701-512.22-03	MARK ALECKSON	TRAINING	\$253.61	\$253.61
183062	227-3701-512.22-03	WILLIAM CASPER	TUITION REIMBURSEMENT	\$240.62	\$240.62
183066	227-3701-512.22-03	ROSS CHAPMAN	TRAINING	\$163.67	\$163.67
183088	227-3701-512.22-03	JASON DEXTER	TUITION REIMBURSEMENT	\$655.23	\$655.23
183099	227-3701-512.22-03	KERT EVANS	TUITION REIMBURSEMENT	\$443.52	\$443.52
183103	227-3701-512.22-03	KEVIN FLYNN	TUITION REIMBURSEMENT	\$173.68	\$173.68
183149	227-3701-512.22-03	KUHN STUART J	TRAINING	\$180.66	\$180.66
183150	227-3701-512.22-03	ANDREW LARSON	TUITION REIMBURSEMENT	\$1,000.00	\$1,000.00
183154	227-3701-512.22-03	SCOTT LIMBERS	TUITION REIMBURSEMENT	\$445.28	\$445.28
183201	227-3701-512.22-03	MARC PISCITIELLO	TRAINING	\$259.94	\$322.54
			TUITION REIMBURSEMENT	\$62.60	
Total Division:				\$4,027.93	
Total Department:				\$4,027.93	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 40 Planning					
Division: 1					
183056	101-4001-521.40-40	BUSINESS XPANSION JOURNAL	ADVERTISING	\$1,800.00	\$1,800.00
183080	101-4001-521.40-40	COSTAR REALTY INFORMATION INC	SUBSCRIPTION/PUBLICATIONS	\$500.68	\$500.68
183151	101-4001-521.21-65	LEGRAND SERVICES	TRANSCRIPT SERVICES	\$411.00	\$411.00
183159	101-4001-521.30-01	MANUFACTURERS NEWS INC	SUBSCRIPTION	\$329.00	\$329.00
183264	101-4001-521.21-65	VERIZON WIRELESS	9717316991	\$126.17	\$126.17
900983	101-4001-521.22-05	CITIBANK	POSTAGE	\$115.58	\$115.58
Total Division:				\$3,282.43	
Total Department:				\$3,282.43	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 41 Community Devl Block Grnt					
Division: 1					
183100	215-4101-522.41-70	FAITH COMMUNITY HOMES	CDBG PROGRAM	\$1,000.00	\$1,000.00
183207	215-4101-522.41-01	REAL ESTATE INDEX TITLE SERV	SERVICE PROFESSIONAL	\$60.00	\$60.00
Total Division:				\$1,060.00	
Total Department:				\$1,060.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 45 Building & Health Service					
Division: 1					
183115	101-4501-523.22-03	HARRIS TRUST & SAVINGS BANK	BMI ONLINE TRAINING	\$69.00	\$69.00
183122	101-4501-523.22-03	IL ASSOC ELECTRICAL INSPECTORS	SEMINAR	\$400.00	\$400.00
183131	101-4501-523.22-02	INTL CODE COUNCIL INC	MEMBERSHIP DUES	\$225.00	\$225.00
183188	101-4501-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$496.00	\$496.00
183198	101-4501-523.30-05	PETTY CASH	OFFICE SUPPLIES	\$40.66	\$40.66
183242	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	\$76.00	\$228.00
			SERVICE BLDG MAINT	\$152.00	
183276	101-4501-523.22-15	XEROX CORPORATION	MAINTENANCE AGREEMENT	\$17.60	\$102.60
			MAINTENANCE AGREEMENT	\$85.00	
900983	101-4501-523.22-05	CITIBANK	POSTAGE	\$98.90	\$98.90
Total Division:				\$1,660.16	
Division: 2					
183021	101-4502-523.21-65	ACCURATE DOCUMENT DESTRUCTION	DOCUMENT DESTRUCTION	\$45.00	\$45.00
183028	101-4502-523.20-25	ALEXIAN BROS CENTER MENTAL HEALTH	COUNSELING	\$12.50	\$12.50
183037	101-4502-523.41-16	ARLINGTON HTS PARK DISTRICT	CDBG PROGRAM	\$3,786.60	\$6,921.12
			CDBG PROGRAM	\$3,134.52	
183092	101-4502-523.20-25	DR ROBERT FABSIK	COUNSELING	\$152.00	\$394.25
			COUNSELING	\$106.25	
			COUNSELING	\$136.00	
183113	101-4502-523.21-65	HAND TO EYE COMMUNICATIONS INC	OTHER SERVICES	\$80.00	\$80.00
183115	101-4502-523.21-65	HARRIS TRUST & SAVINGS BANK	J2 *MYFAX SERVICES	\$10.00	\$10.00
	101-4502-523.33-10		TORTORICES PIZZERIA	\$36.89	\$36.89
	101-4502-523.40-53		RED ROOF INN	\$68.99	\$774.65
			MARIANOS FRESH	\$205.95	
			ARLINGTON HEIGHTS PARK	\$270.00	
			ARLINGTON HEIGHTS PARK	\$150.01	
			1048 - MOTEL 6	\$79.70	
183124	101-4502-523.22-02	IL PUBLIC HEALTH ASSOCIATION	MEMBERSHIP DUES	\$319.38	\$319.38

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
183138	101-4502-523.30-01	JOHNS HOPKINS WHITE PAPERS	SUBSCRIPTION	\$29.39	\$29.39
183140	101-4502-523.20-25	JOURNEYS COUNSELING CENTER LLC	COUNSELING	\$160.00	\$160.00
183152	101-4502-523.20-25	SHERRY LEMKE	COUNSELING	\$165.00	\$165.00
183163	101-4502-523.33-10	MC KESSON GENERAL MEDICAL	SUPPLIES	(\$79.73)	\$1,482.66
			CLINIC SUPPLIES	\$168.50	
			CLINIC SUPPLIES	\$1,393.89	
183188	101-4502-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$89.96	\$285.45
			OFFICE SUPPLIES	\$195.49	
183211	101-4502-523.22-03	ROBB DAVID	TRAINING	\$55.00	\$55.00
183217	101-4502-523.30-05	SAM'S CLUB	OFFICE SUPPLIES	\$113.96	\$113.96
183219	101-4502-523.33-10	SANOFI PASTEUR INC	CLINIC SUPPLIES	\$38.03	\$38.03
183252	101-4502-523.21-65	VERIZON WIRELESS	REPLACE CK 179100	\$201.62	\$201.62
183253	101-4502-523.21-65	VERIZON WIRELESS	INV 9717447563	\$201.42	\$201.42
900983	101-4502-523.22-05	CITIBANK	POSTAGE	\$54.92	\$54.92
Total Division:				\$11,381.24	
Division: 3					
183030	101-4503-523.22-40	AMERICAN CHARGE SERVICE	TAXI SUBSIDY	\$33.00	\$33.00
183054	101-4503-523.21-65	BREAKING GROUNDS IN DRUMMING	DRUMMING PROGRAM	\$160.00	\$160.00
183063	101-4503-523.31-65	CATHOLIC CHARITIES CATERING	PROGRAM SUPPLIES	\$283.50	\$283.50
183084	101-4503-523.21-65	BRUCE CRUZ	CAREER ADVOCATE PROGRAM	\$275.00	\$275.00
183114	101-4503-523.21-65	HARPER COLLEGE	SPANISH PROGRAM	\$150.00	\$150.00
183115	101-4503-523.31-65	HARRIS TRUST & SAVINGS BANK	MCKLEEN CLEANERS	\$46.45	\$46.45
183188	101-4503-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$80.99	\$151.30
			OFFICE SUPPLIES	\$70.31	
900983	101-4503-523.22-05	CITIBANK	POSTAGE	\$8.94	\$8.94
Total Division:				\$1,108.19	
Total Department:				\$14,149.59	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 50 Engineering					
Division: 1					
183112	401-5001-571.50-30	HAMPTON LENZINI & RENWICK INC	SERVICE CONSULTING	\$5,840.69	\$5,840.69
183145	426-5001-571.50-25	LAURA KERR	SEWER REBATE PROGRAM	\$4,600.00	\$4,600.00
183248	401-5001-571.50-30	UNION PACIFIC RAILROAD COMPANY	SERVICE CONSTRUCTION	\$3,228.58	\$3,228.58
183259	101-5001-524.21-65	VERIZON WIRELESS	INV 9716878787	\$304.15	\$304.15
183276	101-5001-524.22-15	XEROX CORPORATION	MAINTENANCE AGREEMENT	\$85.00	\$85.00
900983	101-5001-524.22-05	CITIBANK	POSTAGE	\$21.91	\$21.91
Total Division:				\$14,080.33	
Total Department:				\$14,080.33	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 71 Public Works					
Division: 1					
183022	101-7101-531.31-55	ACTIVE ELECTRICAL SUPPLY CO	ELECTRICAL EQUIP & SUPPLY	\$104.58	\$786.60
			BUILDER'S SUPPLIES	\$352.02	
			BUILDER'S SUPPLIES	\$330.00	
	101-7101-531.31-75		STREET LIGHT SUPPLIES	(\$688.60)	\$1,744.70
			ELECTRICAL EQUIP & SUPPLY	\$125.20	
			STREET LIGHT SUPPLIES	\$500.80	
			STREET LIGHT SUPPLIES	\$751.20	
			STREET LIGHT SUPPLIES	\$626.00	
			STREET LIGHT SUPPLIES	\$430.10	
183023	101-7101-531.31-85	ADDISON BUILDING MATERIAL CO	HAND TOOLS-POWER/NON POW	\$84.59	\$84.59
183038	101-7101-531.30-35	ARLINGTON POWER EQUIPMENT	CLOTHING	\$228.53	\$228.53
	435-7101-531.31-85		TOOLS	\$187.50	\$187.50
183039	101-7101-531.21-36	ARLINGTON RENTAL INC	RENTAL/LEASE EQUIPMENT	\$415.00	\$415.00
183044	101-7101-531.22-70	AT & T LONG DISTANCE	LONG DISTANCE SERVICE	\$380.62	\$380.62
183051	101-7101-531.21-11	BEST QUALITY CLEANING	BUILDING MAINTENANCE	\$147.50	\$147.50
183057	101-7101-531.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	\$231.87	\$231.87
183070	101-7101-531.30-35	CINTAS CORP	WORK SHIRTS	\$35.82	\$108.64
			WORK SHIRTS	\$72.82	
183071	101-7101-531.21-36	CITY WELDING SALES & SERVICE	RENTAL/LEASE EQUIPMENT	\$56.00	\$56.00
183072	101-7101-531.31-90	CLESEN ARTHUR INC	SUPPLIES	\$1,188.74	\$1,188.74
183073	101-7101-531.22-70	COMCAST CABLE	INTERNET SCADA	\$2.12	\$2.12
183078	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	2985063029	\$220.35	\$220.35
183079	101-7101-531.21-11	COMPLETE CLEANING CO INC	SERVICE BLDG MAINT	\$2,630.00	\$2,630.00
183094	101-7101-531.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$487.01	\$974.02
			SERVICE BLDG MAINT	\$487.01	
183109	101-7101-531.31-55	GRAINGER W W INC	BUILDER'S SUPPLIES	\$25.07	\$50.14
			BUILDER'S SUPPLIES	\$25.07	
	101-7101-531.31-85		SUPPLIES	\$54.72	\$115.66
			HAND TOOLS-POWER/NON POW	\$60.94	
183111	101-7101-531.21-11	GSF USA INC	SERVICE BLDG MAINT	\$11,249.00	\$11,249.00
183115	401-7101-572.50-15	HARRIS TRUST & SAVINGS BANK	MONOPRICE INC	\$83.28	\$83.28

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
183127	101-7101-531.31-90	INDUSTRIAL SYSTEMS LTD	STREET/SIDEWALK SUPPLIES	\$3,160.64	\$3,160.64
183132	101-7101-531.21-11	INTL EXTERMINATORS INC	BUILDING MAINTENANCE	\$142.00	\$142.00
	101-7101-531.21-65		SERVICE MISCELLANEOUS	\$59.00	\$59.00
183135	101-7101-531.31-40	JCK CONTRACTORS	TOPSOIL	\$600.00	\$600.00
183155	101-7101-531.31-55	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	\$21.98	\$48.52
			HARDWARE SUPPLIES	\$26.54	
	101-7101-531.31-65		HARDWARE SUPPLIES	\$42.73	\$122.33
			EQUIPMENT, NON OFFICE	\$52.21	
			HARDWARE SUPPLIES	\$11.27	
			HARDWARE SUPPLIES	\$16.12	
	101-7101-531.31-85		HAND TOOLS-POWER/NON POW	\$153.79	\$169.92
			HAND TOOLS-POWER/NON POW	\$16.13	
	101-7101-531.31-90		STREET/SIDEWALK SUPPLIES	\$64.30	\$64.30
183157	101-7101-531.31-65	MAC TOOLS	LIGHTNING LIFT	\$250.99	\$250.99
183158	101-7101-531.30-39	MANSFIELD OIL COMPANY	FUEL,OIL,GREASE, & LUBES	\$18,168.36	\$22,709.27
			FUEL,OIL,GREASE, & LUBES	\$4,540.91	
183167	101-7101-531.31-55	MICHAEL JOSEPH & ASSOCIATES	SUPPLIES	\$1,424.00	\$1,424.00
183168	101-7101-531.21-02	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINT	\$479.68	\$479.68
183172	101-7101-531.31-90	MORTON SALT INC	STREET/SIDEWALK SUPPLIES	\$24,181.67	\$31,648.46
			STREET/SIDEWALK SUPPLIES	\$1,319.55	
			STREET/SIDEWALK SUPPLIES	\$4,882.13	
			STREET/SIDEWALK SUPPLIES	\$1,265.11	
183173	101-7101-531.31-90	MULTIPLE CONCRETE ACCESSORIES	SUPPLIES	\$237.00	\$237.00
183188	101-7101-531.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$6.47	\$6.47
183193	101-7101-531.22-70	PACIFIC TELEMAGEMENT SERVICES	PAY PHONES FEE	\$153.00	\$153.00
183198	401-7101-572.50-15	PETTY CASH	SUPPLIES	\$13.99	\$13.99
183205	101-7101-531.30-35	PRO SAFETY INC	CLOTHING & APPAREL	\$111.50	\$335.55
			CLOTHING & APPAREL	\$134.10	
			CLOTHING & APPAREL	\$89.95	
	101-7101-531.33-05		PAINT & EQUIPMENT	\$139.60	\$139.60
183209	101-7101-531.30-35	RED WING SHOE STORE	CLOTHING & APPAREL	\$98.97	\$463.92
			CLOTHING & APPAREL	\$164.95	
			SHOES AND BOOTS	\$100.00	
			SHOES AND BOOTS	\$100.00	
183210	101-7101-531.30-39	RKA PETROLEUM COMPANIES INC	FUEL,OIL,GREASE, & LUBES	\$23,203.20	\$23,203.20

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
183221	101-7101-531.21-15	SCHROEDER ASPHALT	SERVICE CONSTRUCTION	\$74,257.80	\$74,837.84
			SERVICE CONSTRUCTION	\$580.04	
183224	101-7101-531.31-45	SHERWIN HARDWARE	JANITORIAL SUPPLIES	\$31.43	\$31.43
	101-7101-531.31-55		HARDWARE SUPPLIES	\$22.95	\$30.44
			HARDWARE SUPPLIES	\$7.49	
	101-7101-531.31-65		HARDWARE SUPPLIES	\$3.97	\$38.73
			HARDWARE SUPPLIES	\$14.99	
			HARDWARE SUPPLIES	\$13.98	
			HARDWARE SUPPLIES	\$5.79	
	101-7101-531.31-85		HAND TOOLS	\$115.97	\$115.97
	101-7101-531.33-05		SUPPLIES	\$14.49	\$45.37
			HARDWARE SUPPLIES	\$30.88	
183225	101-7101-531.21-02	SIMPLEX GRINNELL	EQUIPMENT MAINTENANCE	\$575.26	\$1,240.26
			EQUIPMENT MAINTENANCE	\$665.00	
183231	101-7101-531.22-70	SPRINT	352372920	\$20.80	\$20.80
183232	101-7101-531.22-70	SPRINT	840280811	\$196.21	\$196.21
183234	101-7101-531.31-55	STANDARD PIPE & SUPPLY INC	PIPE AND TUBING	\$573.79	\$573.79
183245	101-7101-531.21-65	TYCO INTEGRATED SECURITY	ALARM SERVICE	\$90.00	\$810.00
			ALARM SERVICE	\$90.00	
			ALARM SERVICE	\$90.00	
			ALARM SERVICE	\$90.00	
			ALARM SERVICE	\$90.00	
			ALARM SERVICE	\$90.00	
			ALARM SERVICE	\$90.00	
			ALARM SERVICE	\$90.00	
			ALARM SERVICE	\$90.00	
183250	101-7101-531.31-55	UNITED LABORATORIES	SUPPLIES	\$1,376.14	\$1,376.14
	101-7101-531.31-65		MOISTURE BARRIER,COATING	\$699.70	\$699.70
183251	101-7101-531.22-05	UPS STORE #1051	SERVICE POSTAL	\$23.24	\$23.24
183260	101-7101-531.21-65	VERIZON WIRELESS	INV 9717235213	\$1,796.74	\$1,796.74
183265	101-7101-531.22-70	VERIZON WIRELESS	INV 9717218493	\$3,768.50	\$3,768.50
801320	101-7101-531.22-70	AT & T	847342153612	\$54.64	\$8,404.67
			847577579511	\$265.96	
			847259612411	\$46.66	
			847577545311	\$69.52	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
801320	101-7101-531.22-70	AT & T	847392086611	\$65.78	\$8,404.67
			847590600011	\$972.21	
			847255350512	\$1,585.75	
			847253343812	\$136.75	
			847398933612	\$250.41	
			847394206212	\$55.46	
			847253312012	\$4,854.87	
			847797132111	\$46.66	
801322	101-7101-531.21-50	NICOR	15839647334	\$389.57	\$8,176.61
			38096400007	\$505.81	
			97034457784	\$1,159.46	
			28178600004	\$353.95	
			58401600000	\$218.63	
			40178600009	\$89.06	
			38178600003	\$173.52	
			06802945268	\$23.09	
			25422686599	\$2,511.06	
			73488600005	\$1,255.75	
			97034457784	\$419.91	
			25422686599	\$1,076.80	
801323	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	8572043011	\$97.16	\$17,432.97
			0002031003	\$31.55	
			0533073031	\$15,932.62	
			4286290000	\$497.64	
			4321662000	\$874.00	
900983	101-7101-531.22-05	CITIBANK	POSTAGE	\$21.01	\$21.01
Total Division:				\$225,957.12	
Total Department:				\$225,957.12	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 72 Water and Sewer					
Division: 1					
183057	505-7201-561.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	\$2,975.70	\$2,975.70
	505-7201-561.21-62		SERVICE DISPOSAL	\$826.00	\$826.00
	505-7201-561.31-90		STREET/SIDEWALK SUPPLIES	\$7,082.25	\$7,082.25
183071	505-7201-561.21-36	CITY WELDING SALES & SERVICE	RENTAL/LEASE EQUIPMENT	\$56.00	\$56.00
183075	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	1092085063	\$72.77	\$72.77
183076	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	1257044037	\$944.31	\$944.31
183077	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0684023014	\$145.99	\$145.99
183115	505-7201-561.21-65	HARRIS TRUST & SAVINGS BANK	IPASS AUTOREPLENISH #5	\$40.00	\$40.00
	505-7201-561.50-10		BEST BUY	\$9.99	\$269.97
			BEST BUY	\$259.98	
183117	505-7201-561.21-35	HBK WATER METER SERVICE INC	WATER SEWER SYSTEM SUPPLY	\$1,022.71	\$1,022.71
	505-7201-561.31-02		LEAD FREE BRONZE PAD LOCK	\$508.92	\$508.92
183155	505-7201-561.31-05	LOWES COMMERCIAL SERVICES	PUMPING SYSTEM SUPPLIES	\$42.84	\$42.84
183162	505-7201-561.20-05	MC HENRY ANALYTICAL WATER LAB	SERVICE CONSULTING	\$135.00	\$135.00
183188	505-7201-561.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$6.47	\$6.47
	505-7201-561.50-10		CHAIRS	\$493.59	\$493.59
183190	505-7201-561.21-30	OLIVE GROVE LANDSCAPING INC	EXCAVATE/REMOVE/GRADING	\$1,450.00	\$1,450.00
183198	505-7201-561.22-03	PETTY CASH	TRAINING	\$40.00	\$40.00
	505-7201-561.31-65		SUPPLIES	\$43.58	\$43.58
183205	505-7201-561.30-35	PRO SAFETY INC	CLOTHING & APPAREL	\$145.95	\$281.00
			CLOTHING & APPAREL	\$135.05	
	505-7201-561.33-05		PAINT & EQUIPMENT	\$279.20	\$279.20
183209	505-7201-561.30-35	RED WING SHOE STORE	CLOTHING & APPAREL	\$164.95	\$164.95
183221	505-7201-561.21-30	SCHROEDER ASPHALT	SERVICE CONSTRUCTION	\$57,200.56	\$57,200.56
183224	505-7201-561.31-65	SHERWIN HARDWARE	EQUIPMENT, NON OFFICE	\$20.94	\$27.92
			SUPPLIES	\$6.98	
183234	505-7201-561.31-55	STANDARD PIPE & SUPPLY INC	PLUMBING EQUIP FIXT,SUPP	\$30.57	\$30.57
183239	505-7201-561.22-10	SUBURBAN PRESS	PW CIRCLE OF SAFETY DECAL	\$482.00	\$482.00
183246	505-7201-561.33-05	ULTRA PURE BOTTLING	SUPPLIES	\$1,178.00	\$1,178.00
183260	505-7201-561.22-70	VERIZON WIRELESS	INV 9717235213	\$1,593.33	\$1,593.33
183265	505-7201-561.22-70	VERIZON WIRELESS	INV 9717218493	\$3,768.50	\$3,768.50

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
183269	505-7201-561.22-02	WATER ENVIRONMENT FEDERATION	MEMBERSHIP DUES	\$191.00	\$191.00
183280	505-7201-561.31-01	ZIEBELL WATER SERVICE PRODUCTS	WATER SEWER SYSTEM SUPPLY	\$464.00	\$464.00
	505-7201-561.31-85		HAND TOOLS-POWER/NON POW	\$199.00	\$199.00
801320	505-7201-561.22-70	AT & T	847437468511	\$121.65	\$4,125.20
			847590210511	\$3,778.97	
			847590808511	\$164.83	
			847253017412	\$59.75	
801321	505-7201-561.21-50	CONSTELLATION NEW ENERGY INC	0159027139	\$286.71	\$4,185.69
			0405098038	\$3,898.98	
801322	505-7201-561.21-50	NICOR	58544400003	\$39.81	\$279.02
			76830700001	\$92.72	
			90920700003	\$74.94	
			05850400002	\$47.18	
			42567835683	\$24.37	
801323	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0368380009	\$25.92	\$25.92
Total Division:				\$90,631.96	
Total Department:				\$90,631.96	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 73 Parking					
Division: 1					
183247	235-7301-532.21-40	UNION PACIFIC RAILROAD	LOT 'P' 4TH QTR PAYMENT	\$3,130.40	\$3,130.40
801323	235-7301-532.21-50	COMMONWEALTH EDISON COMPANY	5231622008	\$57.19	\$88.27
			4643715006	\$15.54	
			4643715006	\$15.54	
Total Division:				\$3,218.67	
Division: 2					
183050	235-7302-532.31-65	BERKHEIMER CO INC	EQUIPMENT, NON OFFICE	\$348.74	\$348.74
183051	235-7302-532.21-11	BEST QUALITY CLEANING	BUILDING MAINTENANCE	\$295.00	\$295.00
183094	235-7302-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$1,540.49	\$3,080.98
			SERVICE BLDG MAINT	\$1,540.49	
183168	235-7302-532.21-02	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINT	\$251.32	\$251.32
801321	235-7302-532.21-50	CONSTELLATION NEW ENERGY INC	4874331007	\$3,086.67	\$3,086.67
Total Division:				\$7,062.71	
Division: 3					
183051	235-7303-532.21-11	BEST QUALITY CLEANING	BUILDING MAINTENANCE	\$590.00	\$590.00
183094	235-7303-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$1,540.49	\$3,080.98
			SERVICE BLDG MAINT	\$1,540.49	
183168	235-7303-532.21-02	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINT	\$479.68	\$479.68
801320	235-7303-532.21-50	AT & T	847253097812	\$134.25	\$134.25
801321	235-7303-532.21-50	CONSTELLATION NEW ENERGY INC	4643395004	\$2,422.31	\$2,422.31
801322	235-7303-532.21-50	NICOR	12690400002	\$24.23	\$24.23
Total Division:				\$6,731.45	
Division: 4					
183051	235-7304-532.21-11	BEST QUALITY CLEANING	BUILDING MAINTENANCE	\$437.50	\$437.50

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
183094	235-7304-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$487.01	\$974.02
			SERVICE BLDG MAINT	\$487.01	
183168	235-7304-532.21-02	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINT	\$251.32	\$251.32
801321	235-7304-532.21-50	CONSTELLATION NEW ENERGY INC	0983023007	\$908.15	\$14,010.64
			3291084013	\$12,373.76	
			0983023007	\$728.73	
801322	235-7304-532.21-50	NICOR	92296400002	\$76.22	\$152.42
			92296400002	\$76.20	
Total Division:				\$15,825.90	
Total Department:				\$32,838.73	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 75 Municipal Fleet Services					
Division: 1					
183032	621-7501-551.21-36	AMERICAN WELDING AND GAS	RENTAL/LEASE EQUIPMENT	\$155.62	\$155.62
183036	621-7501-551.21-07	ARLINGTON HTS FORD INC	VEH MAINTENANCE	\$118.95	\$118.95
	621-7501-551.31-51		VEH MAINTENANCE SUPPLY	\$12.32	\$105.28
			VEH MAINTENANCE SUPPLY	\$48.20	
			VEH MAINTENANCE SUPPLY	\$44.76	
183038	621-7501-551.31-51	ARLINGTON POWER EQUIPMENT	VEH MAINTENANCE SUPPLY	\$84.95	\$265.41
			VEH MAINTENANCE SUPPLY	\$132.77	
			VEH MAINTENANCE SUPPLY	\$47.69	
183040	621-7501-551.22-02	ASE BLUE SEAL RECOGNITION PROGAM	MEMBERSHIP DUES	\$65.00	\$65.00
183045	621-7501-551.31-51	ATLAS BOBCAT INCORPORATED	VEH MAINTENANCE SUPPLY	\$1,106.77	\$1,106.77
183046	621-7501-551.31-51	AUTO TECH CENTERS INC	VEH MAINTENANCE SUPPLY	\$837.78	\$837.78
183047	621-7501-551.31-51	AUTO ZONE	VEH MAINTENANCE SUPPLY	\$82.25	\$82.25
183049	621-7501-551.31-51	BATTERIES PLUS #296	BATTERIES	\$363.48	\$363.48
			VEH MAINTENANCE SUPPLY	(\$81.95)	
			VEH MAINTENANCE SUPPLY	\$81.95	
183067	621-7501-551.31-51	CHICAGO INTL TRUCKS	VEH MAINTENANCE SUPPLY	\$114.91	\$397.09
			VEH MAINTENANCE SUPPLY	\$141.62	
			VEH MAINTENANCE SUPPLY	\$35.14	
			VEH MAINTENANCE SUPPLY	\$105.42	
183068	621-7501-551.31-51	CHICAGO PARTS AND SOUND	ANCO WIPER BLADES	\$229.77	\$229.77
183070	621-7501-551.30-35	CINTAS CORP	KENTON SHIRTS	\$70.93	\$179.57
			WORK SHIRTS	\$35.82	
			WORK SHIRTS	\$72.82	
183071	621-7501-551.21-36	CITY WELDING SALES & SERVICE	RENTAL/LEASE EQUIPMENT	\$295.88	\$295.88
183085	621-7501-551.21-07	CUMBERLAND SERVICENTER INC	VEHICLE EQUIPMENT	\$1,150.00	\$1,150.00
183091	621-7501-551.31-51	DOUGLAS TRUCK PARTS INC	VEH MAINTENANCE SUPPLY	\$132.45	\$132.45
183102	621-7501-551.31-51	FIRST AYD CHEMICAL CORP	VEH MAINTENANCE SUPPLY	\$346.80	\$346.80
183121	621-7501-551.31-51	HOSKINS CHEVROLET INC	VEH MAINTENANCE SUPPLY	\$90.15	\$90.15
183125	621-7501-551.21-07	IL SECRETARY OF STATE	VEHICLE REGISTRATION	\$101.00	\$101.00
183126	621-7501-551.31-51	INDUSTRIAL STEEL SERVICE INC	STEEL WALL	\$595.00	\$595.00
183128	621-7501-551.31-51	INLAND POWER GROUP	VEH MAINTENANCE SUPPLY	(\$40.00)	\$148.21

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
183128.	621-7501-551.31-51	INLAND POWER GROUP	VEH MAINTENANCE SUPPLY	\$188.21	\$148.21
183160	621-7501-551.21-07	MASTER HITCH INC	MATERIAL HITCH/STEEL	\$754.90	\$754.90
183161	621-7501-551.21-07	MASTER HYDRAULICS & MACHINE CO	REBUILD PLOW CYLINDER	\$288.00	\$288.00
183174	621-7501-551.22-02	MUNICIPAL FLEET MANAGERS ASSOC	MEMBERSHIP DUES	\$30.00	\$30.00
183175	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEHICLE ACCESSORIES	\$19.38	\$19.38
183176	621-7501-551.31-51	NATL CAP & SET SCREW CO	VEH MAINTENANCE SUPPLY	\$298.96	\$1,341.71
			VEH MAINTENANCE SUPPLY	\$599.71	
			VEH MAINTENANCE SUPPLY	\$297.00	
			VEH MAINTENANCE SUPPLY	\$146.04	
	621-7501-551.31-65		SUPPLIES	\$90.13	\$90.13
183182	621-7501-551.21-07	NORTHWEST AUTO WASH	VEHICLE MAINTENANCE	\$338.50	\$796.25
			VEH ICLE MAINTENANCE	\$457.75	
183188	621-7501-551.30-05	OFFICE DEPOT	OFFICE SUPPLIES	\$70.55	\$70.55
183192	621-7501-551.31-51	P & G KEENE	REGULATOR 14V	\$260.23	\$260.23
183196	621-7501-551.31-51	PATTEN INDUSTRIES INC	VEH MAINTENANCE SUPPLY	\$58.22	\$177.13
			VEH MAINTENANCE SUPPLY	\$118.91	
183203	621-7501-551.31-51	PRECISION SERVICE PARTS	VEH MAINTENANCE SUPPLY	\$122.43	\$187.81
			VEH MAINTENANCE SUPPLY	\$65.38	
183205	621-7501-551.30-35	PRO SAFETY INC	CLOTHING & APPAREL	\$57.90	\$144.75
			CLOTHING & APPAREL	\$86.85	
183206	621-7501-551.21-07	RACEWAY CAR WASH	VEHICLE MAINTENANCE	\$294.00	\$294.00
183214	621-7501-551.31-65	RUBBER INC	IMPORT 3" 60 DEG GROM	\$16.92	\$16.92
183224	621-7501-551.31-65	SHERWIN HARDWARE	BATTERIES	\$11.99	\$11.99
183228	621-7501-551.31-85	SNAP ON INDUSTRIAL TOOLS	TOOLS	\$18.53	\$18.53
183230	621-7501-551.31-51	SPRING ALIGN	VEH MAINTENANCE SUPPLY	\$299.99	\$299.99
183233	621-7501-551.31-51	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	\$131.60	\$131.60
183270	621-7501-551.21-07	WENTWORTH TIRE SERVICE	TIRES AND TUBES	\$62.99	\$62.99
	621-7501-551.31-51		TIRES AND TUBES	\$1,100.70	\$1,100.70
183271	621-7501-551.31-51	WHOLESALE DIRECT INC	VEH MAINTENANCE SUPPLY	\$1,337.38	\$1,337.38
183272	621-7501-551.31-51	WINTER EQUIPMENT CO INC	XTENDOR KIT	\$482.64	\$482.64
183273	621-7501-551.21-07	WIRFS INDUSTRIES INC	VEHICLE MAINTENANCE	\$1,565.00	\$1,565.00
Total Division:				\$16,249.04	
Total Department:				\$16,249.04	

Check Date: 2014 - 1 - 15

WARRANT REGISTER - GM0002

Date: Wednesday, January 15, 2014
Page 33

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 90 Capital					
Division: 3					
183215	621-9003-572.50-05	RUSH TRUCK CENTERS OF ILLINOIS INC	VEHICLE MAJOR TRANSPORT	\$177,683.00	\$667,559.00
			VEHICLE MAJOR TRANSPORT	\$163,292.00	
			VEHICLE MAJOR TRANSPORT	\$163,292.00	
			VEHICLE MAJOR TRANSPORT	\$163,292.00	
Total Division:				\$667,559.00	
Total Department:				\$667,559.00	

Check Date: 2014 - 1 - 15

WARRANT REGISTER - GM0002

Date: Wednesday, January 15, 2014
Page 34

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	99	Non Operating			
Division:	1				
183165	515-9901-525.40-92	METROPOLIS COMMERCIAL CONDO ASSN	BLDG RESERVE FUND 1-2014	\$805.00	\$805.00
Total Division:				\$805.00	
Total Department:				\$805.00	
TOTAL ALL FUNDS:				\$1,569,489.28	



Item: Report of the Committee-of-the-Whole Meeting of Jan. 13, 2014 - Public Hearing

Department:

Report of the Committee-of-the-Whole Meeting of Jan. 13, 2014

Community Development Block Grant FY2014/2015 -
HUD Annual Action Plan for 2014/2015

Trustee Glasgow moved, seconded by Trustee Tinaglia that the Committee-of-the-Whole recommend to the Village Board, following consideration of public comments, the CDBG funding requests, and the staff's recommendations on the funding requests that a notification be published announcing the availability of the draft 2014/2015 Annual Action Plan for the 30-day public comment period. The motion passed unanimously.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:



Item: Report of the Committee-of-the-Whole Meeting of Jan. 21, 2014 - Interview of CAxelrod

Department:

Report of the Committee-of-the-Whole Meeting of Jan. 21, 2014

Interview of Corey Axelrod for Appointment to the Commission for Citizens with Disabilities

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:



Item: Report of the Committee-of-the-Whole Meeting of Jan. 21, 2014 - Interview of CEngle

Department:

Report of the Committee-of-the-Whole Meeting of Jan. 21, 2014

Interview of Colleen Engle for Appointment to the Special Events Commission

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:



Item: Computer Replacement Program

Department: Finance

BACKGROUND

The IT Equipment Replacement Program for FY2013-14 provides for the replacement of Village computer equipment. For a number of years, the IT Division has used Dell as the Village's standard desktop PC. This has allowed for a uniform installation process, reduced repair costs, and replacement parts. The bid called for 61 computers - 35 for desktop replacement, 20 for I.T. training room replacement, and six for Metropolis' replacement program.

Bids for the computer replacement program were duly advertised and publicly opened.

<u>BIDDER</u>	<u>PRICE</u>
Dell Computers	\$34,449.73
Business IT Source	\$35,569.00

RECOMMENDATION

It is recommended that the Board of Trustees authorize the purchase of 61 Dell computers for a cost of \$34,449.73 from Dell Computers of Round Rock, TX. This bidder has been a vendor of the Village in the past and has been determined to be a responsible vendor.

Bid Section

Item:	Dell Computers
Bid Opening Date:	January 6, 2014
Account Numbers:	625-0601-572-5010 EQ9708 I.T. Division \$30,725.95; 515-2005-525-5055 EQ1410 Metropolis \$3,723.78
Total Budget for Specific Item:	\$40,000.00 I.T., \$5,000.00 Metropolis
Amount of Bidder Recommended:	\$34,449.73



Item: Laserfiche Standard Web Portal

Department: Finance

Background

In the fall of 2013, the Village's Municipal Code, ordinances and resolutions were made available on the website in a "searchable" format using the Laserfiche electronic document storage system with an external distribution portal and the required licenses. This move complemented the Board's transparency initiatives.

Initially, the Village purchased enough licenses for five concurrent users to view these documents. As demand was uncertain, the decision was made to start small and increase the number of users as necessary in order to keep costs low. Five concurrent users did not prove to be sufficient as the demand to view these documents exceeded this number. Within three months, the Village increased the number of concurrent users to ten.

Currently, traffic to this portal frequently exceeds the ten concurrent licenses. Traffic is especially high on Monday evenings when a Village Board meeting is in session.

The one-time cost of five concurrent users was \$7,999 with an annual fee \$1,600. The move to ten concurrent users had an additional one-time cost of \$7,005, and an increase to an annual fee of \$3,000. Moving to 25 concurrent users will require an additional payment of \$8,400 plus an additional prorated annual fee of \$2,920, for a total of \$11,320. (In July of 2014, the annual fee will be \$5,653.)

Using another vendor is not reasonable as the documents are stored in the Laserfiche system/repository and are not transferrable to another system. This makes Laserfiche the sole provider.

Recommendation

It is recommended that the Village Board authorize the purchase of an additional 15 licenses from Laserfiche for \$8,400 plus the prorated the annual fee of \$2,920, for a total expenditure of \$11,320. It is further recommended that the Board approve a budget transfer in the amount of \$11,320 from the Operating Contingency account #101-9901-591.40-96 to Other Services account #101-0501-503.21-65.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:



Item: Hearts of Gold

Department: Manager's Office

Background

The annual Hearts of Gold Awards Dinner hosted by the Special Events Commission is being held Saturday, February 8 at the Double Tree by Hilton—Chicago-Arlington Heights, 75 W. Algonquin Road. Double Tree is able to accommodate the Commission's estimated crowd of 250 anticipated guests at a rate of \$45 per dinner.

Recommendation

In the interest of using an Arlington Heights venue for the event, it is recommended that the Village Board waive the bidding procedure and authorize the utilization of Double Tree by Hilton-Chicago-Arlington Heights for the Hearts of Gold Dinner. The actual costs for the dinner are covered by business sponsors and attendees.

Bid Section

Item:

Bid Opening Date: N/A

Account Numbers: 515-1018-525-40-55

Total Budget for Specific Item: \$18,000

Amount of Bidder Recommended: \$11,250 (\$45 per dinner, estimated 250 guests)



Item: Resolution - Plat of Dedication - Roadway

Department: Legal/Planning

Background

On November 18, 2013, the Village Board approved Ordinance 13-063, which approved certain zoning actions for the proposed Autumn Leaves project located at the northeast corner of Arlington Heights Road and Council Trail. As part of the project, there were certain right-of-way dedications required along Council Trail and Tonne Roads. The required Plat of Dedication was not approved at the same time as the primary zoning actions as the Petitioner did not own the property at that time and the property owner would not sign said plat. A condition of Ordinance 13-063 was as follows: "The Petitioner shall submit the signed plats of easement and dedication prior to the issuance of a building permit."

Since the approval of the zoning actions, the Petitioner has closed on the property. Per the overlay zone for the subject property, right-of-way dedication, as determined by the Village's Engineering Department, is required along Tonne Road, and Council Trail. The Petitioner has provided a Plat of Dedication that includes a 33 foot right of way dedication for Council Trail and a 16 foot right of way dedication for Tonne Road.

Recommendation

It is recommended that the Village Board approve the Resolution Accepting a Plat of Dedication.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
Plat of Dedication - Autumn Leaves	Resolution
Plat of Dedication - Autumn Leaves	Exhibits

A RESOLUTION ACCEPTING
A PLAT OF DEDICATION
FOR PUBLIC RIGHT-OF-WAY

WHEREAS, PB IL Oreo, LLC, Inc., the owner of certain property located at 1625 South Arlington Heights Road, said property being bounded by South Arlington Heights Road, East Council Trail Road and Tonne Road, hereby dedicates a 33 foot wide strip of land adjacent to East Council Trail Road and a 16 foot wide strip of land adjacent to Tonne Road, for public right-of-way purposes,

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

SECTION ONE: The plat of dedication, attached hereto and made a part hereof, dedicating to the Village of Arlington Heights portions of land for public right-of-way located in Arlington Heights, Illinois, be and is hereby approved and accepted.

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

AYES:

NAYS:

PASSED AND APPROVED this 21st day of January, 2014.

ATTEST:

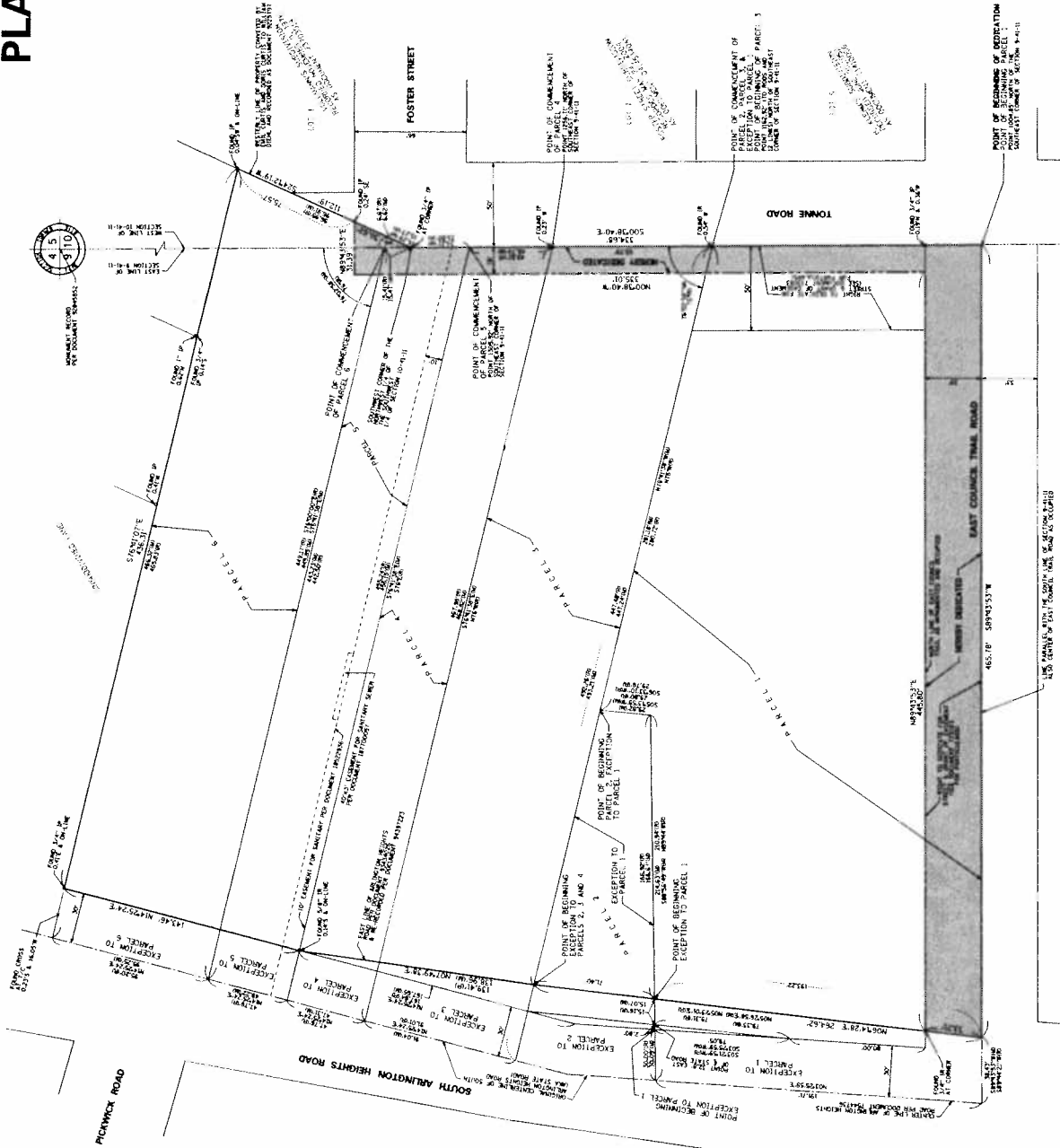
Village President

Village Clerk

PLAT OF DEDICATION



SCALE: 1" = 30'
0 30 60
BASIS OF BEING
THE OFFICIAL RECORD OF
DEDICATION IN PLAT



FOR REVIEW
PURPOSES ONLY

DATE: 03/27/2013	JOB NO: 1487
PROJECT: 1487	1487
PROJECT: 1487	1487
PROJECT: 1487	1487
PROJECT: 1487	1487



PROJECT: 1487
PROJECT: 1487
PROJECT: 1487
PROJECT: 1487
PROJECT: 1487

PREPARED FOR:
1487 EAST COTTAGE TRAIL ROAD, SUITE 1120
CHAMBERS, IL 60111



Item: Resolution - Plat of Easement - Sanitary Sewer and Public Sidewalk

Department: Planning/Legal

Background

On November 18, 2013, the Village Board approved Ordinance 13-063, which approved certain zoning actions for the proposed Autumn Leaves project located at the northeast corner of Arlington Heights Road and Council Trail. As part of the project, certain easements are required throughout the subject property. The required Plat of Easement was not approved at the same time as the primary zoning actions as the Petitioner did not own the property at that time and the property owner would not sign the plats. A condition of Ordinance 13-063 was as follows: "The Petitioner shall submit the signed plats of easement and dedication prior to the issuance of a building permit."

Since the approval of the zoning actions, the Petitioner has closed on the property. The following is an explanation of the easements:

Sanitary Sewer Easement

Currently there is a public sanitary sewer that runs through the north portion of the site in an existing 10' easement. However, the sewer runs generally along the north line of the easement. The Plat of Easement indicates the provision of 10' easement on the north side of the sanitary sewer to ensure there is adequate coverage on both sides of the sewer line.

Sidewalk Easement

In order to maintain a parkway of approximately nine feet along Arlington Heights Road, the Petitioner moved a portion of the public sidewalk onto the private property. Therefore, the Plat of Easement indicates two locations where the sidewalk will enter the private property.

Recommendation

It is recommended that the Village Board approve the Resolution Approving a Plat of Easement.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
Plat of Easement - Autumn Leaves	Resolution
Plat of Easement - Autumn Leaves	Exhibits

**A RESOLUTION ACCEPTING A PLAT OF EASEMENT
FOR SANITARY SEWER AND PUBLIC SIDEWALK PURPOSES**

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

SECTION ONE: That a Plat of Easement extending a sanitary sewer easement between South Arlington Heights Road and Tonne Road and an easement for a public sidewalk along South Arlington Heights Road adjacent to 1625 South Arlington Heights Road, Arlington Heights, Illinois, attached hereto and made a part hereof, be and is hereby approved and accepted.

SECTION TWO: The Village President is hereby authorized and directed to execute said plat of easement, which shall be attested by the Village Clerk, on behalf of the Village of Arlington Heights.

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

AYES:

NAYS:

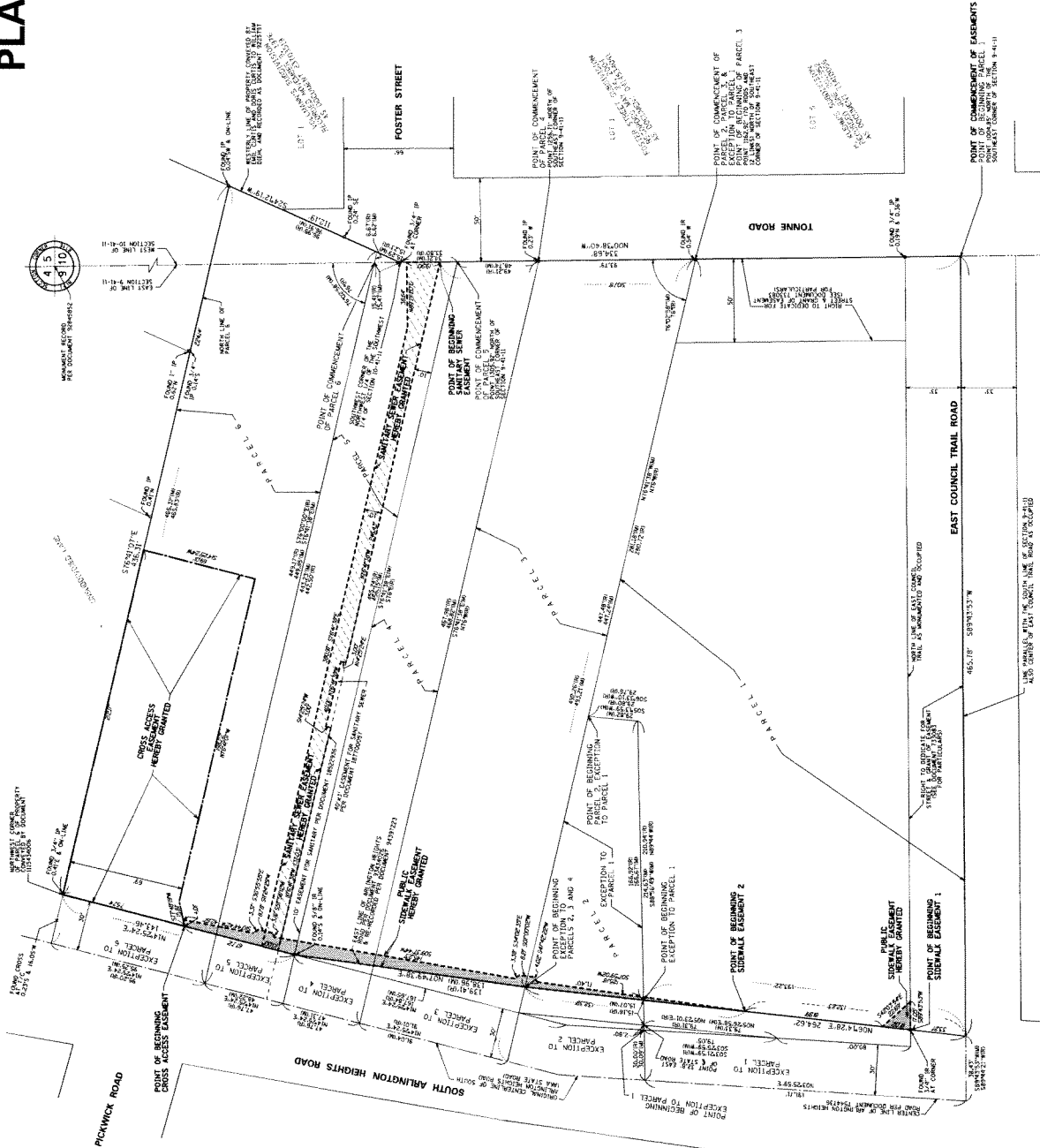
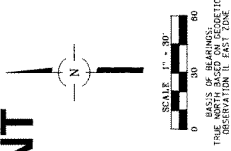
PASSED AND APPROVED this 21st day of January, 2014.

ATTEST:

Village President

Village Clerk

PLAT OF EASEMENT



DATE: 10/01/2013	CONTRACT NUMBER: 13-0000000000
JOB NO: 7457	PROJECT NUMBER: 13-0000000000
FILE NAME: 13-0000000000	DATE: 10/01/2013
SHEET 1 OF 2	

FOR REVIEW
PURPOSES ONLY

PREPARED FOR:
LOCAL GROUP
SOMERSET, IL 60150

DATE: 10/01/2013

FILE NAME: 13-0000000000

PROJECT NUMBER: 13-0000000000

CONTRACT NUMBER: 13-0000000000

DATE: 10/01/2013

SHEET 1 OF 2



Item: Resolution - TIF 4 Extension

Department: Legal/Planning

TIF Background

Over the past two months, the Village has obtained the approval from four taxing districts of an Intergovernmental Agreement (“Agreement”) in support of a 12 year extension to Tax Increment Financing District 4. The Village is seeking the 12 year extension due to delays in implementing the project resulting from several law suits and the economic recession. The taxing districts that have approved the Agreement are: Arlington Heights Park District, Elk Grove Township, School District 214, and School District 59. Resolutions Approving the Agreement with each taxing district are presented for Village Board approval.

The Agreement provides for the following:

- 1) Revenue sharing during the 12 year extension based on a formula as outlined in the Agreement (Sections 2 a & b). The revenue sharing would apply to all taxing districts.
- 2) During the 12 year extension, the Village also commits 33% of its local sales taxes from the TIF District towards any obligations the Village may incur as part of redevelopment (Section 3).
- 3) The Agreement includes provisions to terminate the TIF District during the 12 year extension if no development has moved forward or once all financial obligations have been met (Sections 4 & 5).
- 4) The Village agrees to share in the costs to intervene if any property tax payer in TIF 4 appeals their taxes to the Property Tax Appeal Board or Circuit Court (Section 8).
- 5) The taxing district agrees to waive any right to set aside, modify or contest in any manner TIF 4 or the extension of TIF 4 as outlined in Section 12.

The 12 year extension will require the approval of the State Legislature.

Recommendation

It is recommended that the Village Board approve each Resolution Approving an Intergovernmental Agreement regarding a 12 year extension to Tax Increment Financing District 4 with the following taxing districts: Arlington Heights Park District; Elk Grove Township; School District 214; and School District 59.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
TIF 4 Extension Proposal	Report
TIF 4 Extension - Park District	Resolution
TIF 4 Extension - Park District	Agreement

Village of Arlington Heights

TIF 4 Extension Proposal: December 2, 2013

Summary / Background

The Village of Arlington Heights Board of Trustees is formally requesting that the taxing districts within Tax Increment Financing District #4 at Golf Road and Arlington Heights Road consider and support a twelve year extension to TIF District #4.

TIF District #4 was adopted by the Village Board in July 2002 in order to stimulate redevelopment of a blighted area approximately 35 acres in size. In February, 2005 the Village selected a development team which included Target Corporation, to redevelop the site and subsequently approved a Redevelopment Agreement in December 2005. However, due to several law suits contesting the TIF district, the Village and developer were unable to move forward with implementation due to the uncertainty of whether the TIF District would be upheld in court (it subsequently was upheld). The time delays resulted in several million dollars in lost TIF increment thereby making the project financially not feasible. Thus, in May 2007 the Village and the developer terminated the Redevelopment Agreement.

Since 2007, the Village has moved forward with land acquisition of three smaller properties at the corner of Golf Road and Arlington Heights Road, including environmental remediation of one of the three sites. In addition, the Circuit Court and the Appellate Court have upheld the TIF district.

This report contains the following additional information:

- Reasons for Requesting TIF 4 Extension
- Summary of Tax Revenue Sharing
- Intergovernmental Agreement
- Map of TIF #4

Reasons for Requesting TIF 4 Extension

The Village Board established TIF 4 in July, 2002. However three primary factors have led to the need to extend the TIF district 12 years:

1. Law suits filed by Capital Fitness, International Plaza, and Arlin Golf Plaza:

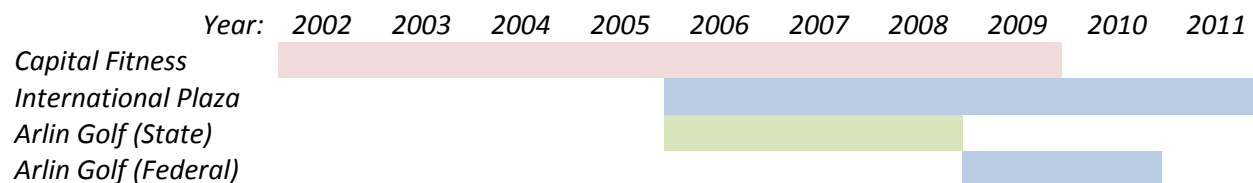
The first law suit was filed in July 2002 by Capital Fitness (XSport Gym), a tenant in International Plaza. The law suit contested the validity of the TIF district as to whether or not the area met the blighted conditions factors. This law suit took seven years to adjudicate as the plaintiff filed appeals including an appeal to the State of Illinois Supreme Court. The Supreme Court in 2009 denied the plaintiff's request to appeal the Appellate Court's decision which ruled in the Village's favor.

The second law suit was filed in 2006 by the owners of International Plaza, which suit also contested the validity of the TIF district. In May 2010, four years after the law suit was filed, the Judge in this case granted the Village's request for summary judgment based 'res judicata' meaning another court had already determined the validity of the TIF in the Capital Fitness law suit. This decision was appealed and upheld in March 2011 by the Appellate Court. An appeal to the Illinois Supreme Court was filed in 2011 but the Court did not take the case.

The third law suit was filed in 2006 by the owners of Arlin Golf Plaza, who also contested the validity of the TIF. This suit was voluntarily dismissed when the owners agreed to sell the center to the Village in 2008. However in 2009 the owners filed suit in Federal Court, but the suit was dismissed. The Federal Appellate Court in January 2011 upheld the lower court's decision.

The significant time delays due to the law suits prevented the Village from moving forward with the project to redevelop International Plaza. The years lost due to litigation cost several million dollars in projected TIF increment, which made the redevelopment agreement with the original developer financially not feasible, therefore the Village and the developer mutually agreed to terminate the agreement in May, 2007.

Time Line for TIF 4 Law Suits



2. Economic Recession:

The 'Great Recession' beginning in late 2007, with effects lasting through today, has made real estate development projects more difficult to implement over the past 6 years due to tightened banking credit, greater caution by investors, lower consumer spending due to high unemployment, slow growth /

contraction of retailers, among other factors. Development activity during this time period has slowed, however as of late activity has increased providing reason for optimism.

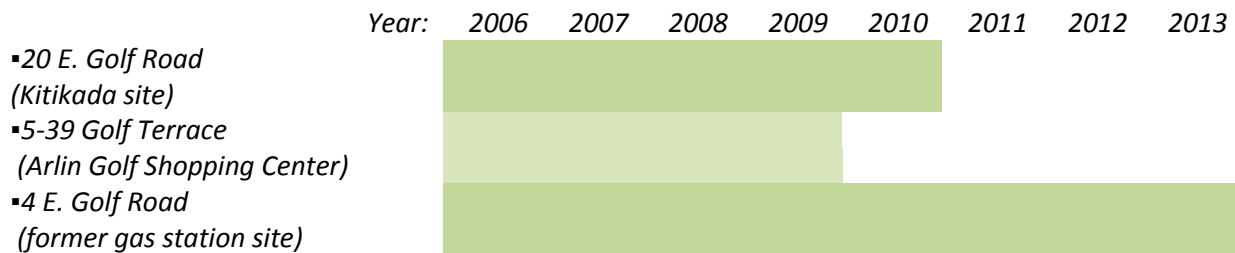
Commercial and Multi Family Permits Issued

Year:	2008	2009	2010	2011	2012
Total Permits	448	421	706	881	827

3. Difficulty Acquiring Land:

Although there have been numerous attempts by the previous developer to acquire International Plaza, ownership of said shopping center have not been receptive to selling their property. In addition the Village had to file a condemnation law suit in September 2008 in order to acquire one of the corner properties (the former gas station site) nearly 5 years later in April 2013.

Time Line for Land Acquisition



Long Term Goal to Redevelop Area:

The Village adopted the TIF 4 Redevelopment Plan in 2002 with the primary goal to redevelop a blighted area in order to increase the property tax base and sales tax base to the benefit of the community. The area suffers from low property tax assessment levels and low sales taxes and unless redeveloped, the area will continue to underperform.

To redevelop the area, the TIF extension is necessary in order to provide sufficient property tax increment, supplemented by sales taxes, to fund development costs and make the project viable. The current remaining years for the TIF district are not sufficient to fund the project as there are only 12 years remaining on the 23 year TIF.

Summary of Intergovernmental Agreement / Tax Revenue Sharing

The Village proposes that during the 12 year extension, that property tax increment is shared with the taxing districts based on a simple formula that “re-sets” the base Equalized Assessed Value of property in order to calculate an annual surplus. Surplus funds could be adjusted if the EAV of the redeveloped property is less than estimated. The Village would also pledge 33% of incremental municipal sales taxes generated from redevelopment during the 12 year extension towards any TIF obligations (this equates to an estimated \$3.2 million)

Therefore the taxing districts would continue to receive the revenues from the initial base when the TIF was created, plus the surplus increment above the initial base as proposed. Surplus funds are not subject to tax caps and the use of these funds is flexible.

Explanation of Calculating Surplus Funds

The current base EAV (the year the TIF was created) is 5,971,996, therefore any increase in EAV above that amount is increment. The most recently available EAV is 11,510,179 (tax year 2012), resulting in an incremental EAV of 5,538,183. This increment would be the basis for declaring surplus funds during the 12 year extension. However, after discussions with SD 59 and SD 214, the Agreement has been modified to increase the adjusted base by 2% every triennial re-assessment. Therefore, any additional incremental EAV above 11,510,179 (as adjusted every triennial re-assessment by 2%) resulting from redevelopment would be used towards the payment of Village obligations such as debt service a developer note. The EAV once redeveloped is estimated to increase to approximately 21,059,970 initially, increasing to 24,032,924 in year one of the extension, resulting in an incremental EAV of 18,060,928. Of that increment, 5,538,183 would be allocated towards calculating a surplus while 12,522,745 would be retained by the Village for development costs. The chart on the next page illustrates these calculations.

Keep in mind that EAV is not actual tax dollars, but rather the basis for calculating tax dollars (the tax rate for each taxing district has to be factored into the calculation on an annual basis).

Calculation of Funds for Development	Annual
EAV After Redevelopment Year One of Extension	24,032,924
Adjusted Base EAV (based on most current EAV tax year 2012)	11,510,179*
Adjusted Incremental EAV $24,032,924 - 11,510,179 = 12,522,745$ (amount of EAV allocated to development costs)	12,522,745
Actual Property Tax Dollars (amount of property taxes allocated to development costs)	\$835,267 (69%)

Calculation of Surplus Funds to Distribute	Annual
Adjusted Base EAV (based on most current EAV tax year 2012)	11,510,179*
Base EAV for TIF 4 (tax year 2002)	5,971,996
Adjusted Incremental EAV (amount of EAV allocated to calculating surplus)	5,538,183
Actual Property Tax Dollars (total allocation to the all taxing districts)	\$369,397 (31%)

*to be increased by 2% every triennial re-assessment year.

Therefore the agreement allocates 31% of increment during the 12 year extension to the taxing districts while allocating 69% to the TIF 4 fund for development costs.

Total Estimated Surplus Funds over life of 12 year extension:

Estimates based on most recent tax rates for taxing districts and estimated EAV during the extension at a zero growth rate per year. This includes increasing the Adjusted Base 2% every triennial re-assessment.

SD 214: \$1,460,488 (\$121,700 annually)

SD 59: \$1,711,322 (\$142,600 annually)

AH Park: \$350,461 (\$29,200 annually)

VAH: \$674,778 (\$56,200 annually)

Intergovernmental Agreement

The proposed agreement is attached separately.

Map of TIF 4



TIF District #4
Prepared by the Village of Arlington Heights
Department of Planning and Community Development
January 28, 2008

0 105 210 420 630 840 Feet



A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND
THE ARLINGTON HEIGHTS PARK DISTRICT,
A TAXING DISTRICT AFFECTED BY TIF DISTRICT 4

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

SECTION ONE: A certain intergovernmental agreement by and between the Village of Arlington Heights and the Arlington Heights Park District, dated January 21, 2014, related to a 12 year extension of the TIF 4 District, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law and the agreement shall be recorded in the Office of the Recorder of Cook County, Illinois.

AYES:

NAYS:

PASSED AND APPROVED this 21st day of January, 2014.

ATTEST:

Village President

Village Clerk

AGREEMENTRES: Intergovernmental Agreement – TIF 4 extension Park Dist.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF ARLINGTON HEIGHTS AND THE ARLINGTON HEIGHTS PARK DISTRICT
A TAXING DISTRICT AFFECTED BY TIF DISTRICT 4**

This Agreement is entered into this ____th of _____, 2013 between the Village of Arlington Heights, a municipal corporation ("ARLINGTON HEIGHTS"), and the Arlington Heights Park District, (hereinafter referred to as the "TAXING DISTRICT"). Arlington Heights and the Taxing District are collectively referred to in the Agreement as the "PARTIES".

WHEREAS, pursuant to Ordinance Numbers 02-049, 02-050 and 02-051, adopted July 1, 2002, ARLINGTON HEIGHTS approved a tax increment development plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to Tax Increment Financing District 4, as legally described on attached Exhibit A (hereinafter referred to as "TIF 4"); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act, "5 ICLS 220/1 et. seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government or school district may be exercised and enjoyed jointly with any other units of local government or school districts; and

WHEREAS, the Tax Increment Allocation Redevelopment Act ("TIF ACT"), 65 ICLS 5/11-74.4-1 et. seq., authorizes municipalities to enter into contracts necessary to implement or maintain a TIF redevelopment plan, or project; and

WHEREAS, ARLINGTON HEIGHTS and the TAXING DISTRICT has determined that it is in their overall best interests to facilitate redevelopment within TIF 4 by entering into this Agreement; and

WHEREAS, the life of the TIF 4 DISTRICT is to expire on December 31, 2025; and

WHEREAS, ARLINGTON HEIGHTS desires to extend the life of the TIF 4 DISTRICT through December 31, 2037 upon approval by the Illinois General Assembly and the TAXING DISTRICT has no objection to such an extension provided that there is compliance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the PARTIES, the PARTIES agree as follows:

1. The preambles set forth above are incorporated by reference as if fully set forth.
2. ARLINGTON HEIGHTS shall, annually during the extended life of TIF 4, upon receipt of incremental property taxes generated each year by TIF 4 ("INCREMENTAL REVENUES"), declare a portion of the INCREMENTAL REVENUES as surplus, as defined in 65 ILCS 5/11-74.4-7, based upon the following:
 - a. Establish an Adjusted Base EAV for the 12 years of the extension based on the most recently available EAV of 11,510,179 (tax year 2012). The Adjusted Base EAV shall be increased by two percent (2.0%) each triennial during the extended life of TIF 4. The difference between the original base EAV of 5,971,996 and the 2012 Adjusted Base EAV (as increased each triennial) will be the basis for calculating the surplus funds each year of the 12 year extension. The exception to this paragraph is outlined in 2b below, which allows flexibility in calculating the surplus.
 - b. If the TIF 4 Equalized Assessed Value in any year of the 12 year extension falls below 24,032,924, then the Adjusted Base EAV of 11,510,179 (as increased each triennial) shall also decrease dollar for dollar for that particular year, but in no year shall the Adjusted Base EAV decrease to below 8,741,087 (this assumes the total EAV for TIF 4 does not fall below this level) . It is acknowledged that this provision is necessary as the Village does not control assessment levels, tax district rates (other than its own), or the State multiplier.
3. ARLINGTON HEIGHTS shall, annually during the extended life of TIF 4, in order to augment the incremental property taxes, commit 33% of incremental municipal and home rule sales tax revenue resulting from redevelopment to pay debt and / or a developer note.
4. Termination Clause: The Village agrees to terminate TIF 4 if no Redevelopment Agreement is in place for the International Plaza parcels within first five years of the TIF 4 extension.
5. Early Termination Clause: If all obligations within TIF 4 are paid prior to the end of the 12 year TIF extension, then pursuant to State law the Village will terminate the TIF once all obligations have been paid.
6. Additional surplus funds above the surplus funds distributed pursuant to this agreement will be distributed in accordance with State law.
7. Use of TIF funds shall be restricted to eligible costs as defined in 65 ILCS 5/11-74.4-3.

8. If a property owner within TIF 4 appeals their property assessment during the life of the TIF district, the Village will cooperate share the costs of intervention at the Property Tax Appeal Board or in the Circuit Court with the school districts on objecting to said appeals. Such cost sharing shall include attorney fees, appraiser fees, and other expert witness fees, with counsel and valuation experts to be selected by the school district, in consultation with the Village. In addition the Village will not support or approve any Cook County incentive assessments within TIF District 4.

9. Any increase to the TIF 4 budget of 5% or more requires an amendment to the redevelopment plan and review by the Joint Review Board.

10. This Agreement shall be binding upon the Parties and their successors.

11. This Agreement represents the entire Agreement between the TAXING DISTRICT and ARLINGTON HEIGHTS. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.

12. The TAXING DISTRICT, by their execution and approval of this Agreement, hereby waive forever any and all right to set aside, modify or contest in any manner TIF 4 or the extension of TIF 4. This shall include but is not limited to, the redevelopment plan and project, the redevelopment area and any redevelopment agreements or professional services agreements as now or hereafter constituted or entered into by ARLINGTON HEIGHTS, including claims to any other payment they may believe they are entitled to by law or otherwise. The foregoing shall not apply to any redevelopment agreement entered into that is not in accordance with this Agreement. Notwithstanding the foregoing, the TAXING DISTRICT shall fully retain their rights to contest in any manner permitted by law any subsequent amendments to TIF 4 and/or the administration of TIF 4 to the extent such amendment is contrary to the TIF ACT, the tax increment development plan and project for TIF 4, any other applicable law or this Agreement. Nothing contained in this Agreement shall be construed to give the TAXING DISTRICT any right to participate in the administration of TIF 4.

13. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Agreement.

14. This Agreement shall be effective when approved by the ARLINGTON HEIGHTS Village Board and the governing board of the TAXING DISTRICT.

15. This Agreement will remain in effect until the dissolution of TIF 4.

16. This Agreement may be executed in a sufficient number of counterparts so that each Party shall receive an original signature copy hereof.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed, by their authorized officials.

Village of Arlington Heights

Date: _____

By: _____

Title: _____

ATTEST:

Village Clerk

Arlington Heights Park District

Date: November 26, 2013

By: 

Title: President

ATTEST:


Secretary

TIF 4 extension

EXHIBIT A

T.I.F. 4 LEGAL DESCRIPTION

All that part of the Southeast $\frac{1}{4}$ of Section 9 and Southwest $\frac{1}{4}$ of Section 10, all in Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois described as follows:

Beginning at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 10; running thence northeasterly along the Westerly line of the property conveyed by Emil Curtis and Doris Curtis to William Diehl and recorded as Document No. 9225797 to a point of intersection with the Southwesterly line of a parcel of land described as having a point of commencement on the West line of said Section 10, 15.41 feet North of the Southwest corner, hereinbeforesaid, and as described in deed Document 20690506 recorded November 29, 1968; thence northwesterly along said Southwesterly described line and projected through to a point of intersection with the Westerly line of Arlington Heights Road as said road is now traveled; thence southwesterly along said westerly line to a point of intersection with a westerly projection of the North line of the South 669.90 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 9 lying easterly of said Arlington Heights Road; thence east along said line to a point on a line 274.39 feet from and parallel with the East line of said Section 9; thence South on said parallel line 301.94 feet to a point on the North line of Golf Terrace as said street was opened per Document 14057529 and recorded May 15, 1947; thence west along said line and a west extension of said line to the westerly line of Arlington Heights Road aforesaid; thence southwesterly along said westerly line to a point of intersection with a westerly projection of the South line of Golf Road; thence east along said line projected and the South line of Golf Road aforesaid to the East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 10 projected south; thence north along said projected line and said East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, to a point on the centerline of Belmont Avenue intersecting the South line of Council Trail extended east; thence East along said extended South line to the East line of Belmont Avenue, aforesaid; thence north along said East line to the North line of Council Trail extended East; thence west along said extended line and the North line of Council Trail projected through to the centerline of Tonne Road; thence north along said centerline to the centerline of Foster Street also being the place of beginning.



Item: Resolution - TIF 4 Extension

Department: Planning/Legal

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
TIF 4 Extension - High School District No. 214	Resolution
TIF 4 Extension - High School District No. 214	Agreement

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND
TOWNSHIP HIGH SCHOOL DISTRICT NO. 214
A TAXING DISTRICT AFFECTED BY TIF DISTRICT 4

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

SECTION ONE: A certain intergovernmental agreement by and between the Village of Arlington Heights and Township High School District No. 214, dated January 21, 2014, related to a 12 year extension of the TIF 4 District, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law and the agreement shall be recorded in the Office of the Recorder of Cook County, Illinois.

AYES:

NAYS:

PASSED AND APPROVED this 21st day of January, 2014.

ATTEST:

Village President

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF ARLINGTON HEIGHTS AND TOWNSHIP HIGH SCHOOL DISTRICT NO. 214
A TAXING DISTRICT AFFECTED BY TIF DISTRICT 4**

This Agreement is entered into the 21st of January, 2014 between the Village of Arlington Heights, a municipal corporation ("ARLINGTON HEIGHTS" or the "Village"), and Township High School District No.214 , Cook County, Illinois (hereinafter referred to as the "TAXING DISTRICT"). Arlington Heights and the Taxing District are collectively referred to in the Agreement as the "PARTIES".

WHEREAS, pursuant to Ordinance Numbers 02-049, 02-050 and 02-051, adopted July 1, 2002, ARLINGTON HEIGHTS approved a tax increment development plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to Tax Increment Financing District 4, as legally described on attached Exhibit A (hereinafter referred to as "TIF 4"); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act, "5 ICLS 220/1 et. seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government or school district may be exercised and enjoyed jointly with any other units of local government or school districts; and

WHEREAS, the Tax Increment Allocation Redevelopment Act ("TIF ACT"), 65 ICLS 5/11-74.4-1 et. seq., authorizes municipalities to enter into contracts necessary to implement or maintain a TIF redevelopment plan, or project; and

WHEREAS, ARLINGTON HEIGHTS and the TAXING DISTRICT has determined that it is in their overall best interests to facilitate redevelopment within TIF 4 by entering into this Agreement; and

WHEREAS, the life of the TIF 4 DISTRICT is to expire on December 31, 2025; and

WHEREAS, ARLINGTON HEIGHTS desires to extend the life of the TIF 4 DISTRICT through December 31, 2037 upon approval by the Illinois General Assembly and the TAXING DISTRICT has no objection to such an extension provided that there is compliance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged by the PARTIES, the PARTIES agree as follows:

1. The preambles set forth above are incorporated by reference as if fully set forth.
2. ARLINGTON HEIGHTS shall, annually during the extended life of TIF 4, upon receipt of incremental property taxes generated each year by TIF 4 ("INCREMENTAL REVENUES"), declare a portion of the INCREMENTAL REVENUES as surplus, as defined in 65 ICLS 5/11-74.4-7, based upon the following:
 - a. Establish an Adjusted Base EAV for the 12 years of the extension based on the most recently available EAV of 11,510,179 (tax year 2012). The Adjusted Base EAV shall be increased by two percent (2.0%) each triennial during the extended life of TIF 4. The difference between the original base EAV of 5,971,996 and the 2012 Adjusted Base EAV (as increased each triennial) will be the basis for calculating the surplus funds each year of the 12 year extension. The exception to this paragraph is outlined in 2b below, which allows flexibility in calculating the surplus.
 - b. If the TIF 4 Equalized Assessed Value in any year of the 12 year extension falls below 24,032,924, then the Adjusted Base EAV of 11,510,179 (as increased each triennial) shall also decrease dollar for dollar for that particular year, but in no year shall the Adjusted Base EAV decrease to below 8,741,087 (this assumes the total EAV for TIF 4 does not fall below this level) . It is acknowledged that this provision is necessary as the Village does not control assessment levels, tax district rates (other than its own), or the State multiplier.
3. ARLINGTON HEIGHTS shall, annually during the extended life of TIF 4, in order to augment the incremental property taxes, commit 33% of incremental municipal and home rule sales tax revenue resulting from redevelopment to pay debt and / or a developer note.
4. Termination Clause: The Village agrees to terminate TIF 4 if no Redevelopment Agreement is in place for the International Plaza parcels within first five years of the TIF 4 extension.
5. Early Termination Clause: If all obligations within TIF 4 are paid prior to the end of the 12 year TIF extension, then pursuant to State law the Village will terminate the TIF once all obligations have been paid.
6. Additional surplus funds above the surplus funds distributed pursuant to this agreement will be distributed in accordance with State law.

7. Use of TIF funds shall be restricted to eligible costs as defined in 65 ILCS 5/11-74.4-3.

8. If a property owner within TIF 4 appeals their property assessment during the life of the TIF district, the Village will share the costs of intervention at the Property Tax Appeal Board or in the Circuit Court with the school districts on objecting to said appeals. Such cost sharing shall include attorney fees, appraiser fees, and other expert witness fees, with counsel and valuation experts to be selected by the school district, in consultation with the Village. In addition the Village will not support or approve any Cook County incentive assessments within TIF District 4.

9. Any increase to the TIF 4 budget of 5% or more requires an amendment to the redevelopment plan and review by the Joint Review Board.

10. This Agreement shall be binding upon the Parties and their successors.

11. This Agreement represents the entire Agreement between the TAXING DISTRICT and ARLINGTON HEIGHTS. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.

12. The TAXING DISTRICT, by their execution and approval of this Agreement, hereby waive forever any and all right to set aside, modify or contest in any manner TIF 4 or the extension of TIF 4. This shall include but is not limited to, the redevelopment plan and project, the redevelopment area and any redevelopment agreements or professional services agreements as now or hereafter constituted or entered into by ARLINGTON HEIGHTS, including claims to any other payment they may believe they are entitled to by law or otherwise. The foregoing shall not apply to any redevelopment agreement entered into that is not in accordance with this Agreement. Notwithstanding the foregoing, the TAXING DISTRICT shall fully retain their rights to contest in any manner permitted by law any subsequent amendments to TIF 4 and/or the administration of TIF 4 to the extent such amendment is contrary to the TIF ACT, the tax increment development plan and project for TIF 4, any other applicable law or this Agreement. Nothing contained in this Agreement shall be construed to give the TAXING DISTRICT any right to participate in the administration of TIF 4.

13. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Agreement.

14. This Agreement shall be effective when approved by the ARLINGTON HEIGHTS Village Board and the governing board of the TAXING DISTRICT.

15. This Agreement will remain in effect until the dissolution of TIF 4.

16. This Agreement may be executed in a sufficient number of counterparts so that each Party shall receive an original signature copy hereof.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed, by their authorized officials.

Village of Arlington Heights

**Township High School District No. 214,
Cook Co., IL**

Date: _____

Date: January 9, 2014

By: _____

By: 

Title: _____

Title: President, Board of Education

ATTEST:

ATTEST:

Village Clerk


Secretary

TIF 4 extension

EXHIBIT A

T.I.F. 4 LEGAL DESCRIPTION

All that part of the Southeast $\frac{1}{4}$ of Section 9 and Southwest $\frac{1}{4}$ of Section 10, all in Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois described as follows:

Beginning at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 10; running thence northeasterly along the Westerly line of the property conveyed by Emil Curtis and Doris Curtis to William Diehl and recorded as Document No. 9225797 to a point of intersection with the Southwesterly line of a parcel of land described as having a point of commencement on the West line of said Section 10, 15.41 feet North of the Southwest corner, hereinbeforesaid, and as described in deed Document 20690506 recorded November 29, 1968; thence northwesterly along said Southwesterly described line and projected through to a point of intersection with the Westerly line of Arlington Heights Road as said road is now traveled; thence southwesterly along said westerly line to a point of intersection with a westerly projection of the North line of the South 669.90 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 9 lying easterly of said Arlington Heights Road; thence east along said line to a point on a line 274.39 feet from and parallel with the East line of said Section 9; thence South on said parallel line 301.94 feet to a point on the North line of Golf Terrace as said street was opened per Document 14057529 and recorded May 15, 1947; thence west along said line and a west extension of said line to the westerly line of Arlington Heights Road aforesaid; thence southwesterly along said westerly line to a point of intersection with a westerly projection of the South line of Golf Road; thence east along said line projected and the South line of Golf Road aforesaid to the East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 10 projected south; thence north along said projected line and said East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, to a point on the centerline of Belmont Avenue intersecting the South line of Council Trail extended east; thence East along said extended South line to the East line of Belmont Avenue, aforesaid; thence north along said East line to the North line of Council Trail extended East; thence west along said extended line and the North line of Council Trail projected through to the centerline of Tonne Road; thence north along said centerline to the centerline of Foster Street also being the place of beginning.



Item: Resolution - TIF 4 Extension

Department: Planning/Legal

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
TIF 4 Extension - School District No. 59	Resolution
TIF 4 Extension - School District No. 59	Agreement

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND
COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 59
A TAXING DISTRICT AFFECTED BY TIF DISTRICT 4

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

SECTION ONE: A certain intergovernmental agreement by and between the Village of Arlington Heights and Community Consolidated School District No. 59, dated January 21, 2014, related to a 12 year extension of the TIF 4 District, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law and the agreement shall be recorded in the Office of the Recorder of Cook County, Illinois.

AYES:

NAYS:

PASSED AND APPROVED this 21st day of January, 2014.

ATTEST:

Village President

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF ARLINGTON HEIGHTS AND COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.
59 A TAXING DISTRICT AFFECTED BY TIF DISTRICT 4**

This Agreement is entered into this 13th of January, 2013 between the Village of Arlington Heights, a municipal corporation ("ARLINGTON HEIGHTS" or the "Village"), and Community Consolidated School District No. 59, Cook County, Illinois (hereinafter referred to as the "TAXING DISTRICT"). Arlington Heights and the Taxing District are collectively referred to in the Agreement as the "PARTIES".

WHEREAS, pursuant to Ordinance Numbers 02-049, 02-050 and 02-051, adopted July 1, 2002, ARLINGTON HEIGHTS approved a tax increment development plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to Tax Increment Financing District 4, as legally described on attached Exhibit A (hereinafter referred to as "TIF 4"); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act, "5 ICLS 220/1 et. seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government or school district may be exercised and enjoyed jointly with any other units of local government or school districts; and

WHEREAS, the Tax Increment Allocation Redevelopment Act ("TIF ACT"), 65 ICLS 5/11-74.4-1 et. seq., authorizes municipalities to enter into contracts necessary to implement or maintain a TIF redevelopment plan, or project; and

WHEREAS, ARLINGTON HEIGHTS and the TAXING DISTRICT has determined that it is in their overall best interests to facilitate redevelopment within TIF 4 by entering into this Agreement; and

WHEREAS, the life of the TIF 4 DISTRICT is to expire on December 31, 2025; and

WHEREAS, ARLINGTON HEIGHTS desires to extend the life of the TIF 4 DISTRICT through December 31, 2037 upon approval by the Illinois General Assembly and the TAXING DISTRICT has no objection to such an extension provided that there is compliance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged by the PARTIES, the PARTIES agree as follows:

1. The preambles set forth above are incorporated by reference as if fully set forth.
2. ARLINGTON HEIGHTS shall, annually during the extended life of TIF 4, upon receipt of incremental property taxes generated each year by TIF 4 ("INCREMENTAL REVENUES"), declare a portion of the INCREMENTAL REVENUES as surplus, as defined in 65 ICLS 5/11-74.4-7, based upon the following:
 - a. Establish an Adjusted Base EAV for the 12 years of the extension based on the most recently available EAV of 11,510,179 (tax year 2012). The Adjusted Base EAV shall be increased by two percent (2.0%) each triennial during the extended life of TIF 4. The difference between the original base EAV of 5,971,996 and the 2012 Adjusted Base EAV (as increased each triennial) will be the basis for calculating the surplus funds each year of the 12 year extension. The exception to this paragraph is outlined in 2b below, which allows flexibility in calculating the surplus.
 - b. If the TIF 4 Equalized Assessed Value in any year of the 12 year extension falls below 24,032,924, then the Adjusted Base EAV of 11,510,179 (as increased each triennial) shall also decrease dollar for dollar for that particular year, but in no year shall the Adjusted Base EAV decrease to below 8,741,087 (this assumes the total EAV for TIF 4 does not fall below this level) . It is acknowledged that this provision is necessary as the Village does not control assessment levels, tax district rates (other than its own), or the State multiplier.
3. ARLINGTON HEIGHTS shall, annually during the extended life of TIF 4, in order to augment the incremental property taxes, commit 33% of incremental municipal and home rule sales tax revenue resulting from redevelopment to pay debt and / or a developer note.
4. Termination Clause: The Village agrees to terminate TIF 4 if no Redevelopment Agreement is in place for the International Plaza parcels within first five years of the TIF 4 extension.
5. Early Termination Clause: If all obligations within TIF 4 are paid prior to the end of the 12 year TIF extension, then pursuant to State law the Village will terminate the TIF once all obligations have been paid.
6. Additional surplus funds above the surplus funds distributed pursuant to this agreement will be distributed in accordance with State law.

7. Use of TIF funds shall be restricted to eligible costs as defined in 65 ILCS 5/11-74.4-3.

8. If a property owner within TIF 4 appeals their property assessment during the life of the TIF district, the Village will share the costs of intervention at the Property Tax Appeal Board or in the Circuit Court with the school districts on objecting to said appeals. Such cost sharing shall include attorney fees, appraiser fees, and other expert witness fees, with counsel and valuation experts to be selected by the school district, in consultation with the Village. In addition the Village will not support or approve any Cook County incentive assessments within TIF District 4.

9. Any increase to the TIF 4 budget of 5% or more requires an amendment to the redevelopment plan and review by the Joint Review Board.

10. This Agreement shall be binding upon the Parties and their successors.

11. This Agreement represents the entire Agreement between the TAXING DISTRICT and ARLINGTON HEIGHTS. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.

12. The TAXING DISTRICT, by their execution and approval of this Agreement, hereby waive forever any and all right to set aside, modify or contest in any manner TIF 4 or the extension of TIF 4. This shall include but is not limited to, the redevelopment plan and project, the redevelopment area and any redevelopment agreements or professional services agreements as now or hereafter constituted or entered into by ARLINGTON HEIGHTS, including claims to any other payment they may believe they are entitled to by law or otherwise. The foregoing shall not apply to any redevelopment agreement entered into that is not in accordance with this Agreement. Notwithstanding the foregoing, the TAXING DISTRICT shall fully retain their rights to contest in any manner permitted by law any subsequent amendments to TIF 4 and/or the administration of TIF 4 to the extent such amendment is contrary to the TIF ACT, the tax increment development plan and project for TIF 4, any other applicable law or this Agreement. Nothing contained in this Agreement shall be construed to give the TAXING DISTRICT any right to participate in the administration of TIF 4.

13. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Agreement.

14. This Agreement shall be effective when approved by the ARLINGTON HEIGHTS Village Board and the governing board of the TAXING DISTRICT.

15. This Agreement will remain in effect until the dissolution of TIF 4.

16. This Agreement may be executed in a sufficient number of counterparts so that each Party shall receive an original signature copy hereof.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed, by their authorized officials.

Village of Arlington Heights

**Community Consolidated School District
59, Cook Co., IL**

Date: _____

Date: 1/13/14

By: _____

By: Brian Kuit

Title: _____

Title: CCSD 59 Board President

ATTEST:

ATTEST:

Karen Almaraki
Secretary

Village Clerk

TIF 4 extension



TIF District #4

Prepared by the Village of Arlington Heights
Department of Planning and Community Development
January 28, 2008

0 105 210 420 630 840 Feet



EXHIBIT A

T.I.F. 4 LEGAL DESCRIPTION

All that part of the Southeast $\frac{1}{4}$ of Section 9 and Southwest $\frac{1}{4}$ of Section 10, all in Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois described as follows:

Beginning at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 10; running thence northeasterly along the Westerly line of the property conveyed by Emil Curtis and Doris Curtis to William Diehl and recorded as Document No. 9225797 to a point of intersection with the Southwesterly line of a parcel of land described as having a point of commencement on the West line of said Section 10, 15.41 feet North of the Southwest corner, hereinbeforesaid, and as described in deed Document 20690506 recorded November 29, 1968; thence northwesterly along said Southwesterly described line and projected through to a point of intersection with the Westerly line of Arlington Heights Road as said road is now traveled; thence southwesterly along said westerly line to a point of intersection with a westerly projection of the North line of the South 669.90 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 9 lying easterly of said Arlington Heights Road; thence east along said line to a point on a line 274.39 feet from and parallel with the East line of said Section 9; thence South on said parallel line 301.94 feet to a point on the North line of Golf Terrace as said street was opened per Document 14057529 and recorded May 15, 1947; thence west along said line and a west extension of said line to the westerly line of Arlington Heights Road aforesaid; thence southwesterly along said westerly line to a point of intersection with a westerly projection of the South line of Golf Road; thence east along said line projected and the South line of Golf Road aforesaid to the East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 10 projected south; thence north along said projected line and said East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, to a point on the centerline of Belmont Avenue intersecting the South line of Council Trail extended east; thence East along said extended South line to the East line of Belmont Avenue, aforesaid; thence north along said East line to the North line of Council Trail extended East; thence west along said extended line and the North line of Council Trail projected through to the centerline of Tonne Road; thence north along said centerline to the centerline of Foster Street also being the place of beginning.



Item: Resolution - TIF 4 Extension

Department: Planning/Legal

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
TIF 4 Extension - Elk Grove Township	Resolution
TIF 4 Extension - Elk Grove Township	Agreement

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND ELK GROVE
TOWNSHIP A TAXING DISTRICT AFFECTED BY TIF DISTRICT 4**

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

SECTION ONE: A certain intergovernmental agreement by and between the Village of Arlington Heights and Elk Grove Township, dated January 21, 2014, related to a 12 year extension of the TIF 4 District, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law and the agreement shall be recorded in the Office of the Recorder of Cook County, Illinois.

AYES:

NAYS:

PASSED AND APPROVED this 21st day of January, 2014.

ATTEST:

Village President

Village Clerk

AGREEMENTRES: Intergovernmental Agreement – TIF 4 extension Elk Grove Township

Resolution 2013-11

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF ARLINGTON HEIGHTS AND ELK GROVE TOWNSHIP
A TAXING DISTRICT AFFECTED BY TIF DISTRICT 4**

This Agreement is entered into this 16th of December, 2013 between the Village of Arlington Heights, a municipal corporation ("ARLINGTON HEIGHTS"), and Elk Grove Township, (hereinafter referred to as the "TAXING DISTRICT"). Arlington Heights and the Taxing District are collectively referred to in the Agreement as the "PARTIES".

WHEREAS, pursuant to Ordinance Numbers 02-049, 02-050 and 02-051, adopted July 1, 2002, ARLINGTON HEIGHTS approved a tax increment development plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to Tax Increment Financing District 4, as legally described on attached Exhibit A (hereinafter referred to as "TIF 4"); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act, "5 ICLS 220/1 et. seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government or school district may be exercised and enjoyed jointly with any other units of local government or school districts; and

WHEREAS, the Tax Increment Allocation Redevelopment Act ("TIF ACT"), 65 ICLS 5/11-74.4-1 et. seq., authorizes municipalities to enter into contracts necessary to implement or maintain a TIF redevelopment plan, or project; and

WHEREAS, ARLINGTON HEIGHTS and the TAXING DISTRICT has determined that it is in their overall best interests to facilitate redevelopment within TIF 4 by entering into this Agreement; and

WHEREAS, the life of the TIF 4 DISTRICT is to expire on December 31, 2025; and

WHEREAS, ARLINGTON HEIGHTS desires to extend the life of the TIF 4 DISTRICT through December 31, 2037 upon approval by the Illinois General Assembly and the TAXING DISTRICT has no objection to such an extension provided that there is compliance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged by the PARTIES, the PARTIES agree as follows:

1. The preambles set forth above are incorporated by reference as if fully set forth.
2. ARLINGTON HEIGHTS shall, annually during the extended life of TIF 4, upon receipt of incremental property taxes generated each year by TIF 4 ("INCREMENTAL REVENUES"), declare a portion of the INCREMENTAL REVENUES as surplus, as defined in 65 ICLS 5/11-74.4-7, based upon the following:
 - a. Establish an Adjusted Base EAV for the 12 years of the extension based on the most recently available EAV of 11,510,179 (tax year 2012). The Adjusted Base EAV shall be increased by two percent (2.0%) each triennial during the extended life of TIF 4. The difference between the original base EAV of 5,971,996 and the 2012 Adjusted Base EAV (as increased each triennial) will be the basis for calculating the surplus funds each year of the 12 year extension. The exception to this paragraph is outlined in 2b below, which allows flexibility in calculating the surplus.
 - b. If the TIF 4 Equalized Assessed Value in any year of the 12 year extension falls below 24,032,924, then the Adjusted Base EAV of 11,510,179 (as increased each triennial) shall also decrease dollar for dollar for that particular year, but in no year shall the Adjusted Base EAV decrease to below 8,741,087 (this assumes the total EAV for TIF 4 does not fall below this level) . It is acknowledged that this provision is necessary as the Village does not control assessment levels, tax district rates (other than its own), or the State multiplier.
3. ARLINGTON HEIGHTS shall, annually during the extended life of TIF 4, in order to augment the incremental property taxes, commit 33% of incremental municipal and home rule sales tax revenue resulting from redevelopment to pay debt and / or a developer note.
4. Termination Clause: The Village agrees to terminate TIF 4 if no Redevelopment Agreement is in place for the International Plaza parcels within first five years of the TIF 4 extension.
5. Early Termination Clause: If all obligations within TIF 4 are paid prior to the end of the 12 year TIF extension, then pursuant to State law the Village will terminate the TIF once all obligations have been paid.
6. Additional surplus funds above the surplus funds distributed pursuant to this agreement will be distributed in accordance with State law.

7. Use of TIF funds shall be restricted to eligible costs as defined in 65 ILCS 5/11-74.4-3.

8. If a property owner within TIF 4 appeals their property assessment during the life of the TIF district, the Village will cooperate share the costs of intervention at the Property Tax Appeal Board or in the Circuit Court with the school districts on objecting to said appeals. Such cost sharing shall include attorney fees, appraiser fees, and other expert witness fees, with counsel and valuation experts to be selected by the school district, in consultation with the Village. In addition the Village will not support or approve any Cook County incentive assessments within TIF District 4.

9. Any increase to the TIF 4 budget of 5% or more requires an amendment to the redevelopment plan and review by the Joint Review Board.

10. This Agreement shall be binding upon the Parties and their successors.

11. This Agreement represents the entire Agreement between the TAXING DISTRICT and ARLINGTON HEIGHTS. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.

12. The TAXING DISTRICT, by their execution and approval of this Agreement, hereby waive forever any and all right to set aside, modify or contest in any manner TIF 4 or the extension of TIF 4. This shall include but is not limited to, the redevelopment plan and project, the redevelopment area and any redevelopment agreements or professional services agreements as now or hereafter constituted or entered into by ARLINGTON HEIGHTS, including claims to any other payment they may believe they are entitled to by law or otherwise. The foregoing shall not apply to any redevelopment agreement entered into that is not in accordance with this Agreement. Notwithstanding the foregoing, the TAXING DISTRICT shall fully retain their rights to contest in any manner permitted by law any subsequent amendments to TIF 4 and/or the administration of TIF 4 to the extent such amendment is contrary to the TIF ACT, the tax increment development plan and project for TIF 4, any other applicable law or this Agreement. Nothing contained in this Agreement shall be construed to give the TAXING DISTRICT any right to participate in the administration of TIF 4.

13. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Agreement.

14. This Agreement shall be effective when approved by the ARLINGTON HEIGHTS Village Board and the governing board of the TAXING DISTRICT.

15. This Agreement will remain in effect until the dissolution of TIF 4.

16. This Agreement may be executed in a sufficient number of counterparts so that each Party shall receive an original signature copy hereof.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed, by their authorized officials.

Village of Arlington Heights

Date: _____

By: _____

Title: _____

ATTEST:

Village Clerk

Elk Grove Township

Date: 12/16/13

By: [Signature]

Title: Supervisor

ATTEST:

[Signature]
Township Clerk

TIF 4 extension

EXHIBIT A

T.I.F. 4

LEGAL DESCRIPTION

All that part of the Southeast $\frac{1}{4}$ of Section 9 and Southwest $\frac{1}{4}$ of Section 10, all in Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois described as follows:

Beginning at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 10; running thence northeasterly along the Westerly line of the property conveyed by Emil Curtis and Doris Curtis to William Diehl and recorded as Document No. 9225797 to a point of intersection with the Southwesterly line of a parcel of land described as having a point of commencement on the West line of said Section 10, 15.41 feet North of the Southwest corner, hereinbeforesaid, and as described in deed Document 20690506 recorded November 29, 1968; thence northwesterly along said Southwesterly described line and projected through to a point of intersection with the Westerly line of Arlington Heights Road as said road is now traveled; thence southwesterly along said westerly line to a point of intersection with a westerly projection of the North line of the South 669.90 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 9 lying easterly of said Arlington Heights Road; thence east along said line to a point on a line 274.39 feet from and parallel with the East line of said Section 9; thence South on said parallel line 301.94 feet to a point on the North line of Golf Terrace as said street was opened per Document 14057529 and recorded May 15, 1947; thence west along said line and a west extension of said line to the westerly line of Arlington Heights Road aforesaid; thence southwesterly along said westerly line to a point of intersection with a westerly projection of the South line of Golf Road; thence east along said line projected and the South line of Golf Road aforesaid to the East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 10 projected south; thence north along said projected line and said East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, to a point on the centerline of Belmont Avenue intersecting the South line of Council Trail extended east; thence East along said extended South line to the East line of Belmont Avenue, aforesaid; thence north along said East line to the North line of Council Trail extended East; thence west along said extended line and the North line of Council Trail projected through to the centerline of Tonne Road; thence north along said centerline to the centerline of Foster Street also being the place of beginning.



Item: Resolution - Lease Agreement - Tobmar International Inc.

Department: Planning/Legal

Background

The Planning Department issued a Request for Proposals for a Coffee and Food Service provider for both the Downtown and Arlington Park train stations. The Village received three proposals for the Downtown station and one for the Arlington Park station. The three proposals for the Downtown station were from Gateway, Starbucks, and The Morning Blend. Starbucks withdrew their interest in the site, and the Village entered into a lease with The Morning Blend at the Arlington Park train station. Gateway has been a long time tenant of the Downtown station and is in good standing with the Village. Gateway has also agreed to serve coffee in addition to the other items they currently serve.

The attached proposed Lease Agreement for the Downtown station is with Tobmar International (Gateway), who would move from their present location in the station to the larger tenant space at the east end of the building. Gateway is a franchise and the current franchisee will continue to operate in the new space, which is 350 square feet (the train station is 5,400 square feet total).

Recommendation

Staff recommends that the Village Board approve the Resolution Approving a Lease Agreement with Tobmar International Inc. to operate a Gateway newsstand and coffee shop in the Downtown train station.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description

[Resolution - Lease Agreement - Tobmar International, Inc.](#)

[Lease Agreement - Tobmar International, Inc.](#)

Type

Resolution

Agreement

**A RESOLUTION APPROVING A
LEASE AGREEMENT BETWEEN THE
VILLAGE OF ARLINGTON HEIGHTS AND
TOBMAR INTERNATIONAL, INC.**

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

SECTION ONE: That a lease agreement by and between the Village of Arlington Heights and Tobmar International, Inc., dated January 21, 2014, to lease a portion of the Arlington Heights Downtown Train Station, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 21st day of January, 2014.

Village President

ATTEST:

Village Clerk

AGGRES:Lease Agreement-Tobmar International

LEASE AGREEMENT

between

VILLAGE OF ARLINGTON HEIGHTS

as Landlord

and

TOBMAR INTERNATIONAL INC.

as Tenant

LEASE AGREEMENT

The Landlord and Tenant set forth in the Lease Schedule enter into this Lease Agreement (the "Lease") as of 1/21/14. In consideration of and subject to the terms, provisions and covenants contained in the Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the Lease Term. The Lease Schedule terms whenever used in this Lease shall have the same meanings as set forth in the Lease Schedule.

LEASE SCHEDULE

A. BUILDING:	Downtown Train Station
B. PREMISES:	350 square feet (southeast area of the station), plus the storage area adjacent to the tenant space
C. TENANT AND NOTICE ADDRESS:	Tobmar International David Goldman, President 240 Chrislea Road Woodbridge, Ontario L4L 8V1
D. RENT PAYMENT ADDRESS:	Cashier, Finance Department, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005
E. LANDLORD AND NOTICE ADDRESS:	Village Manager, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005
F. LEASE DATE:	
G. COMMENCEMENT DATE:	
H. TERMINATION DATE:	
I. LEASE TERM:	Five years, with one option to renew for another five years
J. SECURITY DEPOSIT:	Waived – current tenant
K. PERMITTED USE	The Premises will be used and occupied only for the purpose of selling and displaying for sale items normally sold at Gateway Newsstands and items normally sold at coffee shops.
L. MONTHLY BASE RENT	\$900
M. LATE FEE	10%, after 20 days
N. STANDARD OPERATING HOURS	Monday through Friday – 5:00 a.m. until 2:00 p.m.
O. PARKING	One dedicated parking space in the public lot at Northwest Highway and Evergreen
P. LEASE ATTACHMENT: Appendix A	Floor Plan

DEFINITIONS

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

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

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

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

FORCE MAJEURE: Any accident, casualty, act of God, war or civil commotion, strike or labor troubles, or any cause whatsoever beyond the reasonable control of Landlord.

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

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

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

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

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

OPERATING EXPENSES: All costs, expenses and disbursements of any kind and nature incurred by Landlord or its beneficiaries, principals or agents in connection with the ownership, leasing, management, operation, maintenance, replacement and repair of the Property. Operating Expenses shall not include, (i) costs of alterations of the premises of tenants of the Building, (ii) costs of capital improvements to the Building (except for the amortized portion of capital improvements installed for the purpose of reducing or controlling Operating Expenses or complying with applicable Laws or insurance requirements), (iii) depreciation charges, (iv) interest and principal payments on loans (except loans for capital improvements included in Operating Expenses as provided above), (v) ground rental payments, (vi) real estate brokerage and leasing commissions, (vii) advertising and marketing expenses for procurement of tenants, (viii) costs of Landlord reimbursed by insurance proceeds, (ix) expenses incurred in negotiating or enforcing leases of other tenants in the Building, (x) Landlord's or Landlord's property manager's corporate general overhead or corporate general administrative expenses, and (xi) Taxes. Landlord may, in a reasonable manner, allocate insurance premiums for so-called "blanket" insurance policies that insure other properties as well as the Building and said allocated amount shall be deemed to be

an Operating Cost. If any Operating Expense, though paid in one year, relates to more than one calendar year, Landlord may at Landlord's option allocate such expense proportionately. If the Building is not fully leased and occupied for any portion of a calendar year, Landlord may adjust that portion of the Operating Expenses that vary with occupancy, such as janitorial costs, to the amount that Landlord reasonably determines would have been incurred had the Building been fully leased and occupied for the entire year, but in no event shall Landlord be entitled to recover from the tenants of the Building, as a result of such adjustment, more than 100% of its actual Operating Expenses.

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

REAL PROPERTY: The Property excluding any personal property.

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

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

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

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

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

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

2. **LATE FEES.** Rent is due on the first day of each month. Landlord may, in addition to Default Rate interest charges, charge a Late Fee on any delinquent Rent payment not received by the 21st day of each month, (including but not limited to delinquent Late Fees and Default Rate interest charges), as liquidated damages for the cost and inconvenience incurred as a result of Tenant's failure. In no event

shall the charges permitted under this Section or elsewhere in the Lease, to the extent classified as interest, exceed the maximum lawful interest rate. Unpaid Rent shall be subject to a Late Fee equal to ten percent of the Monthly Base Rent payment and shall bear interest at the lesser of (i) the Default Rate, or (ii) the maximum rate permitted by law, from the date due until paid. The obligation to make such payment shall survive the expiration or earlier termination of the Lease Term. The payment of a Late Fee will not constitute a waiver by Landlord of any Default by Tenant under the Lease.

3. SERVICES.

- a) Landlord Services.** Landlord shall cause the common areas of the Building to be maintained on a daily, as-needed basis, including mopping, sweeping, and trash collection in and around the Building.
 - b) Tenant Services.** Tenant shall be responsible for opening the station no later than 5:00 a.m. Monday through Friday. Tenant shall be responsible for maintenance of the Premises. Tenant shall also be responsible for the separately metered utilities – electricity and water.
 - c) Telecommunications Services.** Prior to installation Tenant shall obtain Landlord's written approval for all telecommunications service (including but not limited to voice, video, data and any other telecommunications services provided over wire, fiber optic, microwave, wireless and any other transmission systems) and computer network connections, including the location of all wires and the installation contractors. Landlord reserves the right to designate and control the entities providing telecommunication and computer network installation, services, repair and maintenance in the Building and to restrict and control access to telephone cabinets and wiring risers. Tenant shall pay all telecommunication and computer network installation, access, maintenance and removal costs for the Premises. Upon the Termination Date, Tenant shall at Landlord's option remove all telecommunication and computer network cables and related wiring in the Premises.
 - d) Restoration of Services.** Landlord shall use reasonable diligence to restore any interrupted Landlord provided service. Landlord may from time to time, at Landlord's sole option, change any company providing services to the Building or the Premises. Any failure, delay or change in quantity or character of any service shall not relieve Tenant from performing any obligation under the Lease nor create any claim against Landlord for rent abatement, constructive eviction or damages. Tenant agrees that the Indemnitees shall not be liable to Tenant, or any of Tenant's employees, agents, customers or invitees or anyone claiming through Tenant, for any damages, expenses, claims or causes of action because of any interruption, diminution, delay or discontinuance at any time for any reason of any service provided to the Premises or the Building.
- 4. USE OF PREMISES.** The Tenant will use the Premises only for the purpose of selling and displaying for sale items normally sold at Gateway Newsstands and items normally sold at coffee shops. The Landlord will not operate or permit to be operated within the Premises any other newsstand selling or displaying for sale items deemed comparable to those normally sold by the Tenant, as either a newsstand or coffee shop. Tenant understands and agrees that newspaper boxes will still be located for the sale of newspapers outside the Premises. If the Landlord breaches the covenants contained in this paragraph and the breach continues for 30 days, then the Tenant will have, in addition to all other available remedies, the right to terminate this Lease after giving the Landlord 60 days written notice of termination unless the Landlord cures the breach within 30 days after receiving the notice.

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

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

ii. **ADA.** Landlord and Tenant acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C §12101 et seq.) and related regulations and guidelines, as amended (collectively the "ADA") establish requirements for business operations and accessibility that may apply to the Premises and the Property. The parties agree that:

(i) Landlord shall be responsible for ADA Title III compliance in the Common Areas, except as provided below,

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

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

- 5. CONDITION OF PREMISES.** Tenant's taking possession shall be conclusive evidence against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel or improve the Premises or the Building and no representation respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as contained herein.
- a) Landlord's Maintenance.** Except as otherwise set forth in this Lease, Landlord shall maintain the foundation, roof, exterior walls, structural elements, electrical, plumbing, HVAC, mechanical, fire and life safety systems and the Common Areas of the Building. Landlord shall not be responsible for (i) the maintenance or repair of any floor or wall coverings in the Premises or any systems located within the Premises that are supplemental to the Building's standard systems; or (ii) the cost of performing any maintenance or repair to the Premises or the Building caused by the negligence of a Tenant Party, which shall be paid by Tenant. There shall be no abatement of Rent and Landlord shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused a Tenant Party in the Premises on account of Landlord's performance or failure to perform any repair, maintenance or replacement in the Premises, Building, Property or any nearby land, street or alley.
- b) Tenant's Maintenance.** Tenant, at its expense, shall maintain the Premises (including but not limited to all fixtures, plumbing and sewage facilities located within the Premises) and all Tenant Additions in good order, condition and repair and in accordance with all applicable Laws. Tenant shall not permit waste and shall promptly and adequately repair all damages. All repairs or maintenance shall be completed with new materials of similar quality to the original. All repair, Decoration or maintenance work shall be performed only by properly licensed and insured contractors approved by and under the supervision of Landlord, and whose work will not cause or threaten to cause labor disharmony or interfere with Landlord or other tenants in the Building. Any contractor approved by Landlord shall not be allowed to commence any work without first providing a certificate of insurance sufficient to Landlord. If Tenant fails to perform any obligation set forth in this Section, Landlord may, in its sole discretion, upon 24 hours prior notice to Tenant (except without notice in the case of emergencies), perform the same at Tenant's cost. Tenant will make no Building system or structural element repairs or replacements. Tenant will not, without the prior written consent of Landlord install any window or door lettering of any type on or about the Premises.
- c) Tenant Alterations.** Tenant shall not make any Tenant Alterations to the Premises without Landlord's prior written consent. Subject to all other requirements of this paragraph, Tenant may undertake Decoration work without Landlord's prior written consent. Prior to commencement of the Tenant Alterations, Decoration work or delivery of any materials to the Premises, Tenant shall furnish Landlord with acceptable plans and specifications, names, addresses and certificates of insurance from all contractors and suppliers, copies of contracts, necessary permits, evidence satisfactory to Landlord of Tenant's ability to pay for the completion of the Tenant Alterations and Decoration work and such other documentation as Landlord may reasonably require. All Tenant Alterations and Decorations shall be installed and maintained in accordance with all Laws and insurance regulations and in a good, workmanlike manner by union contractors using only new, high-grade materials. Tenant agrees to

defend and hold Landlord harmless from any and all liabilities of every kind and description connected in any way with the Tenant Alterations and Decoration work. Tenant shall pay the cost of all Tenant Alterations and Decorations. Upon completion of any Tenant Alterations or Decorations, Tenant shall furnish Landlord with contractors' affidavits, final lien waivers and receipted bills covering all labor and materials. Landlord may, at Landlord's option, supervise construction of the Tenant Alterations and Decorations. Neither Landlord's supervision nor any approvals given by Landlord shall constitute any warranty or representation by Landlord to Tenant of the adequacy of the design or materials for Tenant's intended use or of compliance with any Law, or impose any liability upon Landlord in connection with the performance of the Tenant Alterations or Decorations. All Tenant Alterations shall at Landlord's option either be (i) removed at the end of the Lease Term (and Tenant shall repair all damage caused by the removal), or (ii) become Landlord's property and remain upon the Premises at the termination of this Lease without compensation to Tenant. If upon Landlord's request, Tenant does not remove the Tenant Alterations, Landlord may remove the same and Tenant shall reimburse Landlord upon demand, including Landlord's expenses and attorneys' fees.

- d) **Liens.** Tenant will not permit any mechanics liens to be placed on the Premises or Building for any work performed, materials furnished, or obligation incurred at the request of Tenant. If a lien is filed, Tenant will, within ten days' notice from Landlord, (i) cause the release of the lien of record or (ii) contest the lien and deliver to Landlord a bond in form, content, amount, and issued by surety, satisfactory to Landlord, indemnifying and holding harmless the Indemnitees against all costs and liabilities resulting from the lien and any attempted foreclosure of the lien. If Tenant fails to timely take either action, Landlord, in addition to any other rights and remedies under the Lease may without investigating its validity pay the lien and Tenant shall, reimburse Landlord upon demand, including Landlord's expenses and attorneys' fees.
 - e) **Landlord Access.** Landlord shall have the right at reasonable times and upon reasonable notice to enter the Premises without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant: (i) to ascertain the condition of the Premises; (ii) to determine whether Tenant is diligently fulfilling its responsibilities under this Lease; (iii) to clean and to make such repairs as may be required or permitted to be made by Landlord under the Lease; or (iv) to do any other act or thing which Landlord deems reasonable to preserve the Premises and the Building. In the event of an emergency or with respect to the provision of janitorial services the notice and timing provisions shall not apply. Tenant shall permit Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises, so long as Tenant's use, layout or design of the Premises is not materially affected or altered.
6. **ASSIGNMENT AND SUBLETTING.** Tenant shall not, without the prior written consent of Landlord (i) assign, transfer or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (ii) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (iii) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (iv) sublet any portion of the Premises, (v) grant any license, concession, or other right of occupancy of any portion of the Premises, or (vi) permit the use of the Premises by any parties other than Tenant (any of the events listed in (i) through (vi) being a "Transfer"). If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord at least 15 days prior to the proposed Transfer date with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its

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

Notwithstanding the above, in the event of a sublease to a bonafide, qualified Franchisee, the requirement to obtain Landlord's consent to sublease shall not be applicable, providing the Tenant has provided the Landlord with written notice of such transfer and a copy of the new Sublease; additionally, Landlord's fee of \$500.00 will be waived for the first request to sublease only.

Further, in the event Tenant shall wish to assign its Lease to a Purchaser of all or substantial part of Tenant's assets (it's stores), Landlord's Consent shall not be unreasonably withheld.

- a) **Assumption and Attornment:** If Tenant shall Transfer the Lease or Premises as permitted, the transferee shall expressly assume all of the obligations of Tenant in a written instrument satisfactory to Landlord and furnished to Landlord not later than 30 days prior to the effective date of the Transfer. If Tenant shall sublease the Premises as permitted, Tenant shall, at Landlord's option, within 15 days following any request by Landlord, obtain and furnish to Landlord the written agreement of such subtenant to the effect that the subtenant will attorn to Landlord and will pay all sub-rent directly to Landlord.
- b) **Affiliates.** Tenant shall have the right, with the prior written consent of Landlord, to transfer, assign, sublease or grant occupancy rights to the Premises to a corporation or other business entity (i) which is currently owned or controlled by, owns or controls, or is under common ownership or control with

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

7. *INSURANCE.*

- a) Tenant shall provide comprehensive or commercial general liability insurance, including contractual liability, on an occurrence basis, in an amount not less than \$3,000,000 combined single limit per occurrence, covering Tenant as a named insured and the Village and its officers and employees as additional insured. Insurance against fire, sprinkler leakage and vandalism and the extended coverage perils for the full replacement cost of all additions, improvements and alterations to the Train Station(s) owned or made by the Tenant, if any, and of all furniture, trade fixtures, restaurant equipment, merchandise and all other items of Tenant's property on the premises with loss or damage payable to the Village and Tenant as their interest may appear.
- b) **Landlord's Insurance.** Landlord agrees to purchase and keep in full force and effect during the Lease Term, insurance under policies issued by insurers of recognized responsibility, qualified to do business in the State of Illinois on the Building in amounts reasonably consistent with market practice, against fire and such other risks as may be included in standard forms of all risk coverage insurance reasonably available from time to time. Neither Landlord's obligation to carry such insurance nor the carrying of such insurance shall be deemed to be an indemnity by Landlord with respect to any claim, liability, loss, cost or expense due, in whole or in part, to Tenant's negligent acts or omissions or willful misconduct.
- c) **Indemnity.** Tenant will indemnify, defend and hold the Indemnitees harmless from any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages) losses, liabilities, judgments and expenses (including without limitation court costs and attorneys' fees), arising in the Premises and any areas controlled by Tenant or arising from the negligence or willful misconduct of any Tenant Party or the breach by Tenant of any of its obligations hereunder. If any action or proceeding is brought against the Indemnitees by reason of any such claim, Tenant upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord. This indemnification is given in addition to any indemnification in Section 6, and will survive the expiration or termination of this Lease.

d) ***FIRE AND CASUALTY DAMAGE.***

- a) **Substantial Untenantability.** If any fire or other casualty (whether insured or uninsured) renders all or a substantial portion of the Premises or the Building untenable, Landlord shall, with reasonable promptness notify Tenant of the estimated time required to Substantially Complete the repair ("Landlord's Notice"). If Landlord's estimated time to Substantially Complete the repair exceeds 210 days from the issuance of all necessary permits, then Landlord, or Tenant if all or a substantial portion of the Premises is rendered untenable, shall have the right to terminate this Lease as of the casualty date upon written notice to the other within 20 days after delivery of Landlord's Notice. Tenant shall not have the right to terminate this Lease pursuant to this Section if any damage or destruction was caused by the act or neglect of Tenant, its agent or employees. Unless this Lease is terminated as provided in the preceding subparagraph, Landlord shall proceed with reasonable promptness to repair and restore the Premises to its condition as existed prior to such casualty. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease if the repairs are not in fact completed within the time period estimated by Landlord so long as Landlord shall proceed with reasonable diligence to complete such repairs.
- b) **Insubstantial Untenantability.** If the Premises or the Building is damaged by a casualty but neither is rendered substantially untenable or if the Premises or the Building is rendered substantially untenable and Landlord estimates that the time to Substantially Complete the repair will not exceed the longer period of either 365 days from the date of occurrence, or 180 days from the issuance of all necessary permits, then Landlord shall proceed to repair and restore the Building or the Premises other than Tenant Additions, with reasonable promptness, unless Landlord makes a good faith determination that restoring the Premises would be uneconomical, then Landlord may terminate this Lease by giving written notice to Tenant within 30 days after the casualty.
- c) **Insurance Proceeds.** Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord or Tenant, for damages to the Premises, except for those proceeds of Tenant's insurance for personal property and equipment removable by Tenant at the Termination Date. Landlord shall have no duty to repair or restore any portion of any Tenant Additions or to expend for any repair or restoration of the Premises or Building amounts in excess of insurance proceeds paid to Landlord and available for repair or restoration.
- d) **Rent Abatement.** Except for the negligence or willful act of Tenant or its agents, employees or contractors, if all or any part of the Premises are rendered untenable by fire or other casualty and this Lease is not terminated, Monthly Base Rent and Additional Rent shall abate for the untenable part of the Premises on a per diem basis from the date of the casualty until Landlord has Substantially Completed its required repair work in the Premises, provided, that as a result of such casualty, Tenant cannot during such period legally occupy the untenable portion of the Premises. The rent abatement provided for in this paragraph shall be Tenant's sole remedy against Landlord for such untenability.
- e) **EVENTS OF DEFAULT.** Each of the following events shall constitute a "Default" by Tenant under the Lease: (i) Tenant fails to pay any installment or other payment of Rent, including Additional Rent, and Tenant fails to cure such default within five days after written notice to Tenant, (ii) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease or the Work Letter and fails to cure such default within 15 days after written notice to Tenant (unless the default involves a hazardous condition, which shall be cured forthwith, or unless the failure to perform is a Default for which this Lease specifies there is no cure or grace period), (iii) the interest of Tenant in

this Lease is levied upon under execution or other legal process, (iv) a petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization under any Chapter of the Bankruptcy Code, as amended or replaced, or to delay payment of, reduce or modify Tenant's debts, which in the case of an involuntary action is not discharged within 30 days, (v) Tenant is declared insolvent by law or any assignment of Tenant's property is made for the benefit of creditors, (vi) a receiver is appointed for Tenant or Tenant's property, and is not discharged within 30 days, (vii) any action taken by or against Tenant to reorganize or modify Tenant's capital structure in a materially adverse way which in the case of an involuntary action is not discharged within 30 days, (viii) upon the dissolution of Tenant, (ix) upon the third occurrence within any 12 month period that Tenant fails to pay Rent when due or breaches a particular covenant of this Lease (which shall be a non-curable Default whether or not such Rent is thereafter paid within any stated cure or grace period), (x) Tenant fails to vacate the Premises immediately upon termination of the Lease or upon termination of Tenant's right to possession, or (xi) Tenant Defaults under any other lease with Landlord for any other premises in the Building. The written notice specifically set forth in this paragraph shall satisfy any notice required by a statute or law enacted now or later and Tenant hereby waives any notice required by statute or law, to the extent permitted under that statute or law.

- f) ***NO WAIVER.*** Landlord's failure to insist upon strict performance of any covenant, condition, provision, rule or regulation in this Lease or to exercise a right shall not be a waiver of any right or remedy and shall not be a waiver of a subsequent breach or default. A waiver by Landlord for one tenant shall not constitute a waiver for another tenant. Landlord's acceptance of Rent following a Default shall not waive Landlord's rights regarding such Default. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent due, regardless of any endorsement or statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith. Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of Rent due.
- g) ***LANDLORD'S REMEDIES.***
 - a) **Remedies.** Upon any Tenant Default, Landlord may, in addition to all other rights and remedies afforded to Landlord under the Lease or by law or equity, take any of the following actions which shall be distinct and cumulative: (i) terminate this Lease by giving Tenant notice in which event, the Lease Term shall end and all of Tenant's rights and interests shall expire on the date stated in such notice; (ii) terminate Tenant's right of possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right of possession shall end on the date specified in such notice; or (iii) enforce the provisions of this Lease and protect the rights of the Landlord by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all monies due or to become due from Tenant for the balance of the Lease Term.
 - b) **Termination of the Lease.** In the event Landlord terminates the Lease, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty all Rent and other amounts accrued under the Lease to the date of termination, including Late Fees and Default Rate interest charges, (ii) to the extent not recovered by Landlord pursuant to section 14(b)(iv), all unamortized tenant improvement, rent concession, and leasing commission costs incurred by Landlord, (iii) all Landlord's expenses of reletting, including without limitation, repairs, alterations, improvements, rent concessions, additions, decorations, legal fees and brokerage commissions (collectively, the "Reletting Expenses"), multiplied by that fraction the numerator of which is the number of Lease Months remaining in the

Lease Term at the time of Lease termination and the denominator of which is the total number of Lease Months in the Lease Term, and (iv) all Rent to be paid by Tenant for the balance of the Lease Term as if the Lease had not been terminated, discounted at the discount rate of the Federal Reserve Bank of Chicago, at the time of the termination, less the amount of rental loss Tenant proves Landlord could have reasonably mitigated. Landlord's efforts to mitigate will not be deemed unreasonable if by way of example and not limitation (z) Landlord rents other vacant space in the building before the Premises, (y) rejects a proposed tenant who is already a tenant in the Building, (x) a proposed tenant is not commercially acceptable, or (w) Landlord relets the Premises for less than the stated Rent.

- c) **Termination of Possession.** If Landlord terminates Tenant's possession without terminating the Lease, Tenant shall pay to Landlord (i) all Rent and other amounts accrued under the Lease to the date of termination of possession, including Late Fees and Default Rate interest charges, (ii) to the extent not recovered by Landlord pursuant to section 14(c)(iv), all unamortized tenant improvement, rent concession, and leasing commission costs incurred by Landlord, (iii) the Reletting Expenses, multiplied by that fraction the numerator of which is the number of Lease Months remaining in the Lease Term at the time of possession termination and the denominator of which is the total number of Lease Months in the Lease Term, and (iv) all Rent to be paid by Tenant for the balance of the Lease Term subsequent to the date of judgment, discounted at the discount rate of the Federal Reserve Bank of Chicago, at the time of the judgment, less the amount of rental loss Tenant proves Landlord could have reasonably mitigated. Landlord may, but shall not be obligated to (except as may be required by law), relet the Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are reasonably acceptable to Landlord. For purposes of such reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent reasonably necessary or desirable. If the Premises are (A) not relet, or (B) relet and the consideration realized after payment of all Landlord's Reletting Expenses, is insufficient to satisfy the payment when due of Rent reserved under this Lease for any monthly period, then Tenant shall pay Landlord upon demand any such deficiency monthly. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.
- d) **Landlord's Entry.** In the event of a Tenant Default, Landlord may, at Landlord's option, with order of court enter into the Premises, remove Tenant's property, fixtures, furnishings, signs and other evidences of tenancy, and take and hold such property; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent for the full Lease Term or from any other obligation of Tenant under this Lease. Any and all property removed from the Premises by Landlord pursuant to the authority of the Lease or law, may be handled, removed or stored by Landlord at the risk and cost of Tenant, and Landlord shall not be responsible for its preservation or safekeeping in the absence of gross negligence or willful misconduct. Tenant shall pay Landlord, upon demand, any and all expenses incurred by Landlord in the removal and storage of such property. Any such property of Tenant not redeemed by Tenant within 30 days after the Termination Date, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.
- e) **Landlord's Lien.** In addition to any statutory lien for rent in Landlord's favor, Tenant grants to Landlord a continuing security interest for all Rents and other sums of money becoming due hereunder

from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated on the Premises (and all proceeds of any insurance that may accrue to Tenant by reason of the destruction or damage of that property), and such property shall not be removed without the consent of Landlord until all arrearage in Rent then due to Landlord hereunder shall first have been paid and discharged any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

- f) Waiver of Trial by Jury.** In the interest of obtaining a speedier and less costly hearing of any dispute, Landlord and Tenant each hereby expressly waives trial by jury in any action, proceeding or counterclaim brought by either party against the other and any right to a trial by jury under any law, statute, regulation, rule or public policy in connection with any matter whatsoever arising out of or relating in any way to this Lease.
- g) Jurisdiction.** To the full extent permitted by law, Landlord and Tenant agree that the Lease shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles and the federal and state courts of Illinois in the forum of Landlord's choice.
- h) Bankruptcy.** The following provisions shall apply in the event of the bankruptcy or insolvency of Tenant.

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

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

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

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

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

- h) ***SURRENDER OF PREMISES.*** Upon the Termination Date, Tenant shall surrender and vacate the Premises immediately and deliver possession to Landlord in a clean, good and tenantable condition, ordinary wear and tear, casualty, fire and damage caused by Landlord excepted. Tenant shall deliver to Landlord all keys to the Premises. Tenant shall remove from the Premises all personal property, Tenant's trade fixtures, all cables and, where Landlord requires, all wiring installed above the ceiling for Tenant's use, and all equipment, cables and wiring for any computer network or telecommunication or security systems. Tenant shall also, subject to Section 7(c) remove such Tenant Additions as required by Landlord. Tenant immediately shall repair all damage resulting from removal of any of Tenant's property, furnishings or Tenant Additions and shall close all floor, ceiling and roof openings. If any of the Tenant Additions involved the lowering of ceilings, raising of floors or the installation of specialized wall or floor coverings or lights, then Tenant shall also be obligated to return such surfaces to their condition prior to the commencement of this Lease. In the event Tenant shall fail to remove those items described above they shall be conclusively presumed abandoned by Tenant and Landlord may, (but shall not be obligated to), at Tenant's expense, remove any of such property and store, sell or otherwise deal with such property as provided in Section 14(d), including the waiver and indemnity obligations provided in that Section. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in removing any of Tenant Additions and in restoring the Premises to the condition required by this Lease at the Termination Date.
- i) ***HOLDING OVER.*** Tenant shall pay Landlord the greater of (i) 150% of the monthly Rent payable for the month immediately preceding the holding over (including increases for Additional Rent which Landlord may reasonably estimate) or, (ii) 150% of the monthly fair market rental value of the Premises as reasonably determined by Landlord for each month or partial month that Tenant retains possession of any portion of the Premises after the Termination Date. Tenant shall also pay all damages sustained by Landlord by reason of such retention of possession, including but not limited to consequential damages. The provisions of this Section shall not constitute a waiver by Landlord of any re-entry rights of Landlord and Tenant's continued occupancy of the Premises shall be as a tenancy in sufferance.
- j) ***RULES AND REGULATIONS.*** Tenant agrees for itself and for its subtenants, employees, agents, and invitees to comply with any attached rules and regulations and with all reasonable modifications and additions that Landlord may make from time to time provided that any such rules and regulations do not materially conflict with the terms and provisions of this Lease. In the event of such conflict, the terms and provisions of the Lease shall control. Nothing in this Lease shall impose upon Landlord any duty or obligation to enforce the rules and regulations as set forth or as hereafter adopted, or the terms, covenants or conditions of any other lease as against any other tenant, and Landlord shall not be liable to the Tenant for violation of the rules and regulations by any other tenant, its servants, employees, agents, visitors or licensees. Landlord shall use reasonable efforts to enforce the rules and regulations of the Building in a uniform and non-discriminatory manner. Tenant shall pay to Landlord all damages caused by Tenant's failure to comply with the provisions of this Section and shall also pay to Landlord as Additional Rent an amount equal to any increase in insurance premiums caused by such failure to comply.
- k) ***LANDLORD RESERVED RIGHTS.*** Landlord reserves the following rights exercisable without notice to Tenant and without liability to Tenant for damage or injury to persons, property or business and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving

rise to any claim for offset or abatement of Rent: (i) to change the Building's name or street address upon 30 days' prior written notice to Tenant, (ii) to install, affix and maintain all signs on the exterior and interior of the Building, (iii) to designate and approve prior to installation, all types of signs, window shades, blinds, drapes, awnings or other similar items, and all internal lighting that may be visible from the exterior of the Premises, (iv) upon reasonable notice to Tenant, to display the Premises to prospective purchasers at reasonable hours at any time during the Lease Term and to prospective tenants at reasonable hours during the last 12 months of the Lease Term or during any period of time when a Default has occurred and is continuing, (v) to grant to any party the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to prohibit Tenant from using the Premises for the purpose permitted hereunder, (vi) to change the arrangement and/or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, washrooms or public portions of the Building, and to close entrances, doors, corridors, elevators or other facilities, provided that such action shall not materially and adversely interfere with Tenant's access to the Premises or the Building, (vii) to constantly have pass keys to the Premises, (viii) to close the Building after Standard Operating Hours except that Tenant and its employees shall be entitled to admission at all times, under such regulations as Landlord prescribes for security purposes, and (ix) to make alterations, contractions, expansions or additions to the Building or Property provided, that no such changes shall materially alter the size of the Premises (However, the Rentable Area of the Building and Tenant's Proportionate Share may be equitably adjusted to reflect the change in circumstance) or deny reasonable ingress to and egress from the Premises. By executing this Lease, Tenant consents to a change in Tenant's Proportionate Share caused by any alteration, expansion or addition to the Building.

- l) **RELOCATION.** Landlord may, at Landlord's expense, relocate Tenant within the Building to space, which is comparable in size, utility and condition to the Premises. If Landlord relocates Tenant, Landlord shall reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment, and supplies from the Premises to the relocation space and for reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's notice to Tenant of the exercise of this relocation right. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of the Lease shall remain in full force and shall apply to the relocation space.
- m) **NOTICES.** All notices and other communications given pursuant to this Lease shall be in writing and addressed to the parties at the address specified in the Lease Schedule and (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, (ii) hand delivered to the intended addressee, (iii) sent prepaid via a nationally recognized overnight delivery service, or (iv) sent by facsimile transmission, followed by a confirmatory letter. All notices shall be deemed served: (A) three days after deposit in the United States Mail, (B) the date of facsimile transmission or actual service, or (C) one business day after deposit with a nationally recognized overnight delivery service, as the case may be. The parties may change their addresses by giving notice to the other.
- n) **MISCELLANEOUS.**
 - a) **Option.** This Lease shall not become effective as a lease or otherwise until executed and delivered by both Landlord and Tenant. The submission of the Lease to Tenant does not constitute a reservation of or option for the Premises. The submission of a Tenant signed Lease to Landlord shall constitute an irrevocable offer on the part of Tenant in effect for 30 days to lease the Premises on the terms and conditions herein contained.

- b) **Tenant Authority.** Tenant represents and warrants to Landlord that it has full authority and power to enter into and perform its obligations under this Lease, that the person executing this Lease has full power to do so, and that no third party consent or authorization is necessary.
- c) **Prohibited Persons and Transactions.** Tenant represents and warrants to Landlord that (i) neither Tenant (nor any person or entity that directly owns a 10% or greater equity interest in Tenant), nor its officers, directors, members or employees is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) throughout the Term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act. In addition, Tenant shall provide Landlord with a certificate or other evidence reasonably acceptable to Landlord of Tenant's continuing compliance with this paragraph. Tenant shall indemnify and hold the Indemnitees harmless from any and all losses, costs, claims and liabilities (including without limitation court costs and attorneys' fees), arising from Tenant's breach of this paragraph. If any action or proceeding is brought against an Indemnitee by reason of any such claim, Tenant upon notice from Landlord will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord. This indemnification will survive the expiration or termination of this Lease.
- d) **Entire Agreement.** This Lease and the attached Exhibits and Riders contain the entire agreement between Landlord and Tenant concerning the Premises. There are no other agreements, either oral or written, and no other representations or statements, either oral or written, on which Tenant has relied. This Lease shall not be modified, except by written instrument signed by Landlord and Tenant. This Lease is for the sole benefit of Landlord and Tenant, and no third party shall be deemed a third party beneficiary. The normal rule of construction resolving ambiguities against the drafting party shall not apply to the interpretation of this Lease or any Exhibits, Riders or amendments.
- e) **Landlord's Obligations on Sale of the Building.** The sale or transfer of the Building shall relieve Landlord of all Lease obligations accruing or to be performed after the sale or transfer date, provided the buyer or transferee specifically assumes Landlord's obligations.
- f) **Binding Effect.** This Lease binds and inures to the benefit of Landlord and Tenant and their respective representatives, successors and permitted assigns.
- g) **Captions.** Section headings shall not limit or construe the contents of the sections.
- h) **Severability.** The illegality, invalidity, or unenforceability of any provision of this Lease under present or future Laws, shall not affect the remainder of this Lease. In lieu of such provision, a clause as similar as possible while still legal, valid and enforceable shall be substituted.
- i) **No Merger.** The leasehold estate shall not merge with the fee estate for any part of the Premises if the same entity holds directly or indirectly any interest in this Lease and any interest in the fee estate.

- j) Abandonment.** If Tenant vacates the Premises but otherwise complies with all terms, covenants and conditions of this Lease, Landlord may (i) enter into the Premises to show the space to prospective tenants, (ii) reduce the services provided to Tenant to such levels as Landlord reasonably determines adequate for an unoccupied premises, and (iii) during the last six (6) months of the Lease Term, prepare the Premises for occupancy by another tenant upon the end of the Lease Term. Tenant expressly acknowledges that absent written notice from Tenant, none of the foregoing acts or any other act of Landlord shall constitute a termination of Tenant's right to possession or an acceptance of Tenant's surrender of the Premises, and the Lease shall continue in effect.
- k) Landlord's Right to Perform Tenant's Duties.** If Tenant fails to timely perform any of its duties under this Lease or the Work Letter, Landlord shall have the right (but not the obligation), to perform such duty on behalf and at the expense of Tenant without prior notice to Tenant. All expenses incurred by Landlord in performing such duty shall be Additional Rent due and payable upon demand by Landlord with a 15% surcharge to defray Landlord's supervision and overhead expenses. Tenant releases Landlord from any liability, loss or damage to Tenant arising from Landlord's performance of Tenant's duties pursuant to this paragraph. Landlord's entry into the Premises pursuant to this paragraph shall not constitute an eviction.
- l) Landlord's Title.** Nothing in this Lease shall empower Tenant to do any act that may encumber the title of Landlord, which shall at all times remain paramount to the title of Tenant. This Lease does not grant any rights to light or air over the Property.
- m) Consent.** Whenever Landlord or Tenant's consent is required hereunder, unless specifically provided otherwise, such consent shall not be unreasonably withheld, conditioned or delayed.
- n) Neutral Construction.** Each of the parties hereto has been involved in the negotiation, review, and execution of this Agreement and each has had the opportunity to receive independent legal advice from attorneys of its choice with respect to the advisability of making and executing this Agreement. In the event of any dispute or controversy regarding this Agreement, the parties hereto shall be considered to be the joint authors of this Agreement and no provision of this Agreement shall be interpreted against a party hereto because of authorship.
- o) Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.
- p) Disclaimer.** LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE. TENANT'S OBLIGATION TO PAY RENT IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, TENANT SHALL CONTINUE TO PAY RENT, WITHOUT ABATEMENT, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS, WHETHER EXPRESS OR IMPLIED.

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

LANDLORD:

VILLAGE OF ARLINGTON HEIGHTS

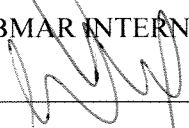
By: _____

Name: _____

Title: _____

TENANT:

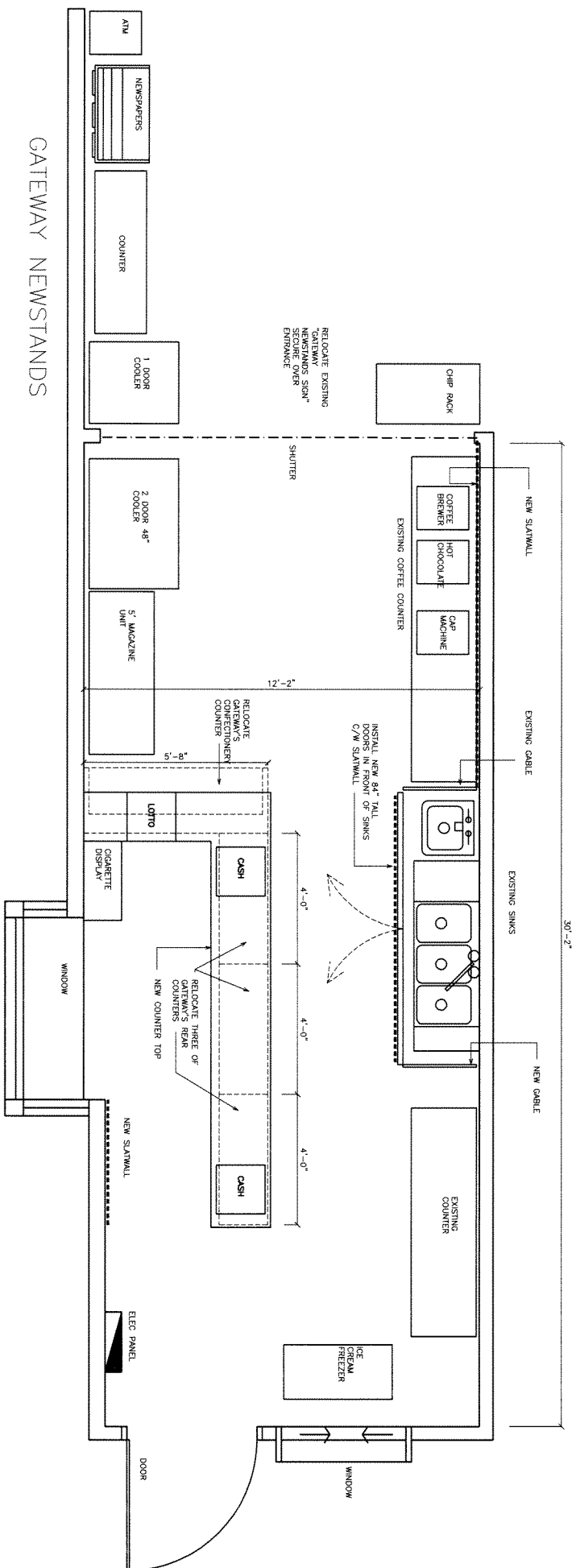
TOBMAR INTERNATIONAL INC.

By:  _____

Name: David Goldman

Title: President

**EXHIBIT A
FLOOR PLAN**





Item: Ordinance - Chapter 13 - Class B and T liquor licenses

Department: Legal

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description	Type
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Chapter 13 - Decrease Class "B " and "T" liquor licenses	Ordinance
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AN ORDINANCE AMENDING CHAPTER 13 OF THE
ARLINGTON HEIGHTS MUNICIPAL CODE

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

SECTION ONE: That Section 13-502 of the Arlington Heights Municipal Code, pertaining to the number of liquor licenses, is amended to decrease the number of Class "B" and "T" liquor licenses authorized, with the amended entry for Class "B" and "T" liquor licenses to read as follows:

CLASS OF LICENSE	ANNUAL LICENSE FEE	NUMBER OF LICENSES AUTHORIZED
B	\$3,700.00	28
T	N/A	28

SECTION TWO: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 21st day of January, 2014.

Village President

ATTEST:

Village Clerk



Item: Settlement - Workers' Compensation Claim - Chabowski

Department: Human Resources

BACKGROUND

At the June 17, 2013 Closed Session, the Village Board authorized settlement of the workers' compensation claim of Public Works employee, Karl Chabowski, who injured his left knee on March 3, 2011 as he picked up some bolts and a 35lb part.

The settlement amount is \$21,595.89, which falls within the authorization previously granted by the Board.

RECOMMENDATION

It is recommended that the Village Board approve the settlement and authorize execution of all necessary documents to effectuate the settlement.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:



Item: Settlement - Workers' Compensation Claim - Franzen

Department: Human Resources

BACKGROUND

At the October 7, 2013 Closed Session, the Village Board authorized settlement of the workers' compensation claim of Firefighter Timothy Franzen. On October 31, 2011,

Firefighter Franzen was helping lift a patient to a stair chair. Later that shift, he was working a call which culminated in a citizen's death. The next day he was diagnosed with an unstable angina/acute coronary syndrome. Firefighter Franzen was unable to return to work as a Firefighter and was awarded an Occupational Disability pension.

The settlement amount is \$86,972.50, which falls within the authorization previously granted by the Board.

RECOMMENDATION

It is recommended that the Village Board approve the settlement and authorize execution of all necessary documents to effectuate the settlement.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:



Item: Annual Review of the Comprehensive Plan - Plan Commission Meeting
12/18/13

Department: Planning & Community Development

BACKGROUND:

Pursuant to Chapter 6 of the Municipal Code – Section 6-201 (e), the Plan Commission shall be responsible for an annual review of the Comprehensive Plan and Official Map. Each year, no later than December 31st, the Plan Commission shall report to the Village Board of Trustees any recommended amendments or shall recommend no changes.

This current year the following amendments were previously made to the Comprehensive Plan and/or Official Map:

1. Hickory Kensington Area Plan: Adopted Ord. 13-001 on 1/7/13
2. Frontier Park: Amend Land Use Map from Single Family Detached Estate 2 to Parks (Ord. 13-008; 2/18/13)
3. Autumn Leaves: Amend Land Use Map from Offices Only to Institutional (Ord. 13-061; 11/18/13)

Staff also discussed with the Plan Commission the need to update the 1997 Comprehensive Plan document, which provides more detail in support of the Village's Goals and Objectives regarding development.

RECOMMENDATION:

Commissioner Jensen moved and Commissioner Drost seconded:

A motion to recommend to the Village Board of Trustees no amendments to the Comprehensive Plan and Official Map, and the following recommendation:

1. That Staff commence the process to review and update the 1997 Comprehensive Plan, including a sustainability component.

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

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description

[Plan Commission Minutes](#)

Type

Minutes

PLAN

REPORT OF THE PROCEEDINGS OF A REGULAR MEETING
BEFORE THE VILLAGE OF ARLINGTON HEIGHTS
PLAN COMMISSION

COMMISSION

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, 1st Floor Buechner Room, Arlington Heights, Illinois on
the 18th day of December, 2013, at the hour of 9:07 o'clock
p.m.

MEMBERS PRESENT:

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

ALSO PRESENT:

BILL ENRIGHT, Deputy Director
KATHERINE LOCKERBY, Development Planner

CHAIRMAN WOLFE: Okay, next item on the agenda is the comprehensive plan annual review. Bill?

MR. ENRIGHT: Good evening. The village code requires by the end of the year that the Plan Commission report out to the Board, any additional amendments to the Comprehensive Plan. There are no additional amendments recommended by staff at this time. I have summarized the amendments have occurred this calendar year, 2013. Frontier Park and Autumn Leaves are two projects where the Comprehensive Plan was amended. On a larger scale the Plan Commission recommended for approval and the Village Board adopted in January the Hickory/Kensington Area Plan. First with respect to Hickory/Kensington area, the Village Board has authorized the commencement of the process to consider establishing a tax increment financing district. That will be presented to the Joint Review Board which consists of taxing districts in the, probably the first quarter of 2014, and then presented at public hearing to the Redevelopment Commission, which is comprised by the members of this Plan Commission. But you don't convene as the Plan Commission, but rather the Redevelopment Commission. You are Plan Commissioners, but you're also Redevelopment Commissioners by code.

COMMISSIONER JENSEN: Do we get paid twice?

MR. ENRIGHT: So, by law redevelopment plans are to be considered by the Redevelopment Commission, therefore the public hearing will be held by the Redevelopment Commission. So that will be sometime probably in April. We'll certainly do what we normally do with you and make sure that we have certainly a quorum, we'll get as many members as possible there because it's such an important issue. Of course you make a recommendation, hold a public hearing then on whether or not the area qualifies as a TIF district and whether or not you're going to recommend the redevelopment plan to Village Board for that area. So that's kind of a big project that we're working on right now. We have a consulting firm, Kane McKenna, who's done the eligibility study, which was presented to the Board. And the area does qualify as a TIF district, but the determination now has to be made through the public hearing process. So it doesn't necessarily mean that it's a done deal, it's just the study has been initiated and the first phase is completed. Now it has to go through the public process for consideration. So that's where we're at.

One other thing we've talked about in the past is the Comprehensive Plan. As you know, we update it every year, there's always amendments to it. Typically the land use map, as the projects come through. But then also there's been various redevelopment plans that the Plan Commission has approved over the years, one that I just referenced, the Hickory/Kensington area. Also, the Thoroughfare Policy Plan was

updated last year. Prior to that the Downtown Master plan was updated, and the Star Line Master Plan was approved. So, those are all implementation of and updates to, the Comprehensive Plan. The last time we updated the full document was 1997. And it's obviously been 16 years since then, and we think it would be a good time in 2014 to start looking at it. First with the Comprehensive Plan Subcommittee, which consists of several members of the Plan Commission, and then ultimately the Plan Commission as a whole. It's a big undertaking. A lot of communities hire consultants. We may want to look at the possibility of getting a consultant involved in some aspects of it potentially. It really depends on where we go with it. But not initially, we first want to start with the comp plan sub-committee and discuss with staff what we want to accomplish with the updated Plan.

But we think it's a good time to do it, thus I want to get your feedback tonight on whether or not you want to embark on that adventure, and you know, maybe incorporate that in your recommendation tonight that there are no additional amendments, but authorize or direct staff to commence an update to the 1997 plan.

CHAIRMAN WOLFE: What would that, if you engage a consultant, or whether you not engage a consultant, at that level of scrutiny and overview and kind of comprehensive review of the plan, what would you expect that to, I guess entail, not on a real deep level, but what would you, what would you expect to gain from that?

MR. ENRIGHT: Well, it really depends on what --

CHAIRMAN WOLFE: Obviously, all these ad hoc amendments as we've done over the years.

MR. ENRIGHT: Right. Well, you know it could involve hiring experts on, you know, conducting economic analysis or population projections or, you know, just simple things like, you know, just the graphic part of it, maps and presentations. Obviously we've lost three positions over the last few years, so we're pretty much full on our palate with respect to just getting the normal things done day-to-day. So it could be as much as just getting, you know, a firm to help with just putting it together graphically. But, you know, we really won't know until we delve into what we want to do with it, what do we want the document to be, and then it might be more clear. For instance, George, you were on the Downtown Master Plan task force.

COMMISSIONER DROST: Right.

MR. ENRIGHT: And that was a sub-committee, or committee, an ad hoc committee appointed by Mayor Mulder of 19 individuals of which George was on that. There was --

CHAIRMAN WOLFE: Carol was on that too.

MR. ENRIGHT: Carol was on that, and a couple trustees and then members of the Economic Alliance and it was a broad spectrum in that case. But, you know, going into that, I spear-headed the whole

thing and coordinated it and we didn't necessarily think we were going to hire a consultant. But we ended up, it ended up coming out of it, the meetings that we had, and we ended up hiring Calder LaTour, which ended up doing an in depth survey of customer preferences of the downtown and what was there, what people liked, what they thought was lacking or missing. That really helped inform some recommendations in that 2006 master plan for downtown. So, you know, it could be things like that. Doing resident surveys about what, you know, what they would like to see in the community. So it could be surveys of the public. It could also involve, you know, if we engage in having meetings in the village where you'd have -- where the community could come in at different times and talk about different subject matters, hire a consulting firm to help coordinate that as well as facilitate those types of things because they're experts at that.

Or it could, as I said involve more in depth economic analysis, demographic analysis, things like that where you might want to rely on experts. So, it really depends where it goes whether or not we even need to hire someone.

COMMISSIONER DROST: You know, I think the Downtown Master Plan was one of those things that I was going to kind of leverage into after Mike made that comment. Because I think at this point the village, you know, we've gone through an economic downturn, I believe you're aware of that, and how do we come out of that, how do we stay competitive vis-a-vis, some of our neighbors. What are other folks doing and how do we keep our name going, you know. Have we fallen off a little bit right now, or relative to, to other communities, and then economic report, the comparison report, what do we do, what are our best practices now that are being employed by community developers, by building developers and how do we generate, or how do we generate interest to bring in revenues that ultimately, you know, some sales tax dollars back here. And then specifically what have we got with these vacant spots here, how ripe are we now to developing, let's say the Paddock site, you know, which has always been sort of one of the last remaining larger projects that we have. And what do we need to kind of add to that to finish it off, but to create sort of the ancillary businesses to make, make a good go of this last meeting.

COMMISSIONER JENSEN: I certainly concur with what George has said. Conditions are a lot different then they were in 1992 or '94, whatever the period was. This is really, you need to take a look at where we are now and go forward. So I would be very much in favor of redoing the Comprehensive Plan. A question, do you involve other commissions or other staff, like from the business alliance, in this process typically?

MR. ENRIGHT: Yes.

COMMISSIONER JENSEN: Because it should, should do something to basically give the entire village some focus as to how we go forward.

MR. ENRIGHT: Yes, we want, we don't want to do this in our own little cocoon, and we want to rely on experts. And I think the initial step would be to convene the Comprehensive Plan Sub-committee and outline what we want to do, what we want to achieve. And I think the key with the Downtown Master Plan is we evaluated what had been accomplished from 1980 to 2005, and then we analyzed where we were at in the present and where we want to go. And that really informed, as George knows, that plan, and that's what we want to do village wide. It's a big undertaking, it could become a very big undertaking, I mean you're talking about a very large community and it's very complex, with a lot of different pieces to it. So many things are changing now in the economy and land development and quality of life issues and aging of the population, there's so many things, but I think one thing that we'd really use as a guide is the Village Board Goals.

COMMISSIONER DROST: The other piece was the StarLine plan, that was, a lot of, you know, buzz, and where that is and how far off track is that now because of the economics, not only locally but state budgets.

MR. ENRIGHT: It's not happening at this point.

COMMISSIONER DROST: Well, we put a lot of effort into it and, you know, now it's somewhere on a shelf.

MR. ENRIGHT: Well, but that's interesting that you brought that up, because Kate and I have actually met with the owner of the office building that's there on southeast corner, it's about five stories, its kind of darker glass, behind the Cash for Gold. Very prominent location, they approached us and asked well what can we do with redevelopment. And we pulled out the StarLine plan, and what we talked about with them was potentially doing kind of a mixed use high rise development that would be consistent with the comp plan for that area, the StarLine plan which calls for tall buildings there, mostly residential with commercial on the first level. The office market, right now doesn't have a very good future in this area. So maybe that area, it's always been envisioned that it could be mixed use with residential and office.

COMMISSIONER DROST: I think the point that Lynn has made and what we're trying to, is what's happened since, you know, 1980, you with master plans and how do we adapt to that and where are we, you know, we were thinking more, I think, well, transit, but it, we're thinking in bigger terms, bigger visions, and now do we have to ratchet them down, not because we've done anything, it's really on the, we're victims of the economic downturn.

MR. ENRIGHT: I think in the near future the Star Line is not likely, but maybe in the future. They have started with the I-90 reconstruction, and they're going to start focusing on this area probably next year. And they're building it to allow for a minimum bus rapid transit, I think that's kind of where we're going at right now. But it's also going to be designed where it could potentially allow for railroad.

COMMISSIONER LORENZINI: They are going with bus rapid transit down the middle, but they're allowing enough room for a StarLine in the future.

MR. ENRIGHT: So it's still a possibility down the road so to speak. And as far as the, the thing being on the shelf, it actually was very valuable because if this property owner does approach us with a tall building there, we have a master plan that already is showing the way towards that. If we didn't have that master plan, the StarLine plan, we would have never suggested that.

CHAIRMAN WOLFE: Well, I think you're getting a sense from the commission that it's a good idea.

MR. ENRIGHT: Yes.

COMMISSIONER WARSKOW: I would just like to make one little comment that I think now a lot of plans are building in sustained building, and I would like to see that definitely built into a newer comprehensive plan.

CHAIRMAN WOLFE: I would agree.

COMMISSIONER JENSEN: Do you need a motion, is that what you, you'd like something added to this?

MR. ENRIGHT: Yes, just add in a comment that you also recommend that staff commence the process to update, review and update the 1997 comprehensive plan.

COMMISSIONER JENSEN: I'd like to make that motion.

MR. ENRIGHT: All right.

CHAIRMAN WOLFE: Second?

COMMISSIONER DROST: I'll second it.

CHAIRMAN WOLFE: All in favor.

(Chorus of ayes.)

CHAIRMAN WOLFE: Any opposed?

(No response.)

CHAIRMAN WOLFE: Okay, with the inclusion of the sustainability.

COMMISSIONER JENSEN: Yes, exactly.

CHAIRMAN WOLFE: Okay, now we're onto the budget, correct?

COMMISSIONER DROST: As an opening remark, we look at our fees, our standard --

CHAIRMAN WOLFE: Every year.

COMMISSIONER WARSKOW: We can look at them.

COMMISSIONER DROST: Do we get a fee for being on the redevelopment committee.

CHAIRMAN WOLFE: That's been asked and answered. We do get a fee, it's the same fee that we get for being on the plan commission.

MR. ENRIGHT: See you everyone.

COMMISSIONER GREEN: Thanks Bill.

MR. ENRIGHT: Happy holidays everybody.

COMMISSIONER DROST: Thanks Bill.

CHAIRMAN WOLFE: Thank you.

COMMISSIONER DROST: Merry Christmas to you.

CHAIRMAN WOLFE: So Kate, are you presenting the budget?

MRS. LOCKERBY: Yes.

CHAIRMAN WOLFE: Yes.

MRS. LOCKERBY: So what was provided in your packets, the letter that Chairman Wolfe got about the budget. Our budget ceiling for this year is \$5,900 which is even with what has been for the past, I think, two years. So, unless there's any questions.

COMMISSIONER DROST: No, I thought the chairman got \$25?

COMMISSIONER GREEN: Good point.

CHAIRMAN WOLFE: For the record, is there a motion?

COMMISSIONER DROST: I'm going to be sneaky about this, I think we should make a recommendation to --

CHAIRMAN WOLFE: We can take it out of the paper and travel, photocopying --

COMMISSIONER DROST: -- basically add five dollars for the chairman, more.

CHAIRMAN WOLFE: Kate, do you think this budget is sufficient, meets your needs?

COMMISSIONER JENSEN: Our actuals are so far below what we budget every year that it's not worth talking about.

COMMISSIONER WARSKOW: Yes, but if you engage in a comprehensive plan does that come out of --

COMMISSIONER JENSEN: Well he's going to have to, no --

COMMISSIONER WARSKOW: That doesn't come out of here at all?

COMMISSIONER JENSEN: No, we're going to make him pay for his own --

COMMISSIONER WARSKOW: Okay.

COMMISSIONER DROST: We all don't go anywhere, we don't do anything --

COMMISSIONER WARSKOW: Well, we do plenty --

COMMISSIONER GREEN: We consume paper.

CHAIRMAN WOLFE: Okay, Kate, do you need a similar type of motion?

MRS. LOCKERBY: Yes a motion to, well, let's fill in the amounts for the budget request. Is it going to be the same, the \$5,900?

CHAIRMAN WOLFE: The same.

COMMISSIONER LORENZINI: The same.

COMMISSIONER GREEN: The same.

CHAIRMAN WOLFE: I would say it's the same, yes.

MRS. LOCKERBY: So it would be \$200 for membership dues, \$500 for travel and training and \$1,500 for photocopying.

COMMISSIONER JENSEN: Well that does raise a question. Are we ever going to go electronic in the distribution of materials for this, you mentioned? Because if we do then your photocopying will go down a bit, because although Bruce will want his on paper, I won't.

COMMISSIONER GREEN: I want it on bigger paper.

COMMISSIONER LORENZINI: I want a hard copy, too.

CHAIRMAN WOLFE: I want a hard copy as well.

COMMISSIONER DROST: I do too.

CHAIRMAN WOLFE: I want it electronic, but I would like a hard copy too.

COMMISSIONER DROST: I'm too old.

MRS. LOCKERBY: That is a good question.

COMMISSIONER JENSEN: I'm older than you, George.

CHAIRMAN WOLFE: Kate, do you got an answer to that?

MRS. LOCKERBY: No, as of now there are no plans that I'm aware of to have our packets go digitally.

COMMISSIONER JENSEN: Which is so bizarre because the major part of the board's agenda is our work, they already do it.

MRS. LOCKERBY: I cannot say that it's not, I, you know, I have not been involved in those decisions, but if at such time when it is done, then obviously the photocopying budget would need to be drastically reduced.

COMMISSIONER JENSEN: But not too much, because you heard a lot of people like paper.

COMMISSIONER DROST: We love it.

MRS. LOCKERBY: You know, we've worked with the board for seven months into our new system for the village board, and I think we're kind of picking things off on a, you know, as much as we can handle at one point and evaluating the system. And I think it's been a good system so far.

CHAIRMAN WOLFE: I'm just curious, are there members of the board that do not receive any physical, any paper packets, or do they get both of them?

MRS. LOCKERBY: I don't know. You can't send --

COMMISSIONER JENSEN: I would be surprised that Tom Glasgow takes paper from anybody.

MRS. LOCKERBY: I think the --

COMMISSIONER WARSKOW: That's the only thing that I would want, paper. I wouldn't want all of that stuff.

COMMISSIONER JENSEN: I don't want all that junk.

COMMISSIONER GREEN: I like the paper. That's just me.

COMMISSIONER SIGALOS: Yeah, I would take the paper.

MRS. LOCKERBY: So at this point I think we need a motion.

CHAIRMAN WOLFE: Okay, is there a motion to approve the budget as stated?

COMMISSIONER GREEN: I'll make that motion.

COMMISSIONER DROST: And I'll second it.

CHAIRMAN WOLFE: All in favor.

(Chorus of ayes.)

CHAIRMAN WOLFE: Kate, do you need a formal or all in favor will do?

MRS. LOCKERBY: I think we probably should do a roll call, but what, who seconded that?

COMMISSIONER JENSEN: George.

MRS. LOCKERBY: Of course.

MS. WARSKOW: Mr. Second tonight.

MRS. LOCKERBY: So it was Jensen?

COMMISSIONER JENSEN: No, Bruce made it. Bruce Green made it.

MRS. LOCKERBY: Okay, Green and then Drost. Okay, Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MRS. LOCKERBY: Commissioner Drost.

COMMISSIONER DROST: Aye.

MRS. LOCKERBY: Commissioner Green.

COMMISSIONER GREEN: Yes.

MRS. LOCKERBY: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Aye.

MRS. LOCKERBY: Commissioner Warskow.

COMMISSIONER WARSKOW: Yes.

MRS. LOCKERBY: Commissioner Dawson.

COMMISSIONER DAWSON: Yes.

MRS. LOCKERBY: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MRS. LOCKERBY: And Chairman Wolfe.

CHAIRMAN WOLFE: Yes. Okay, the last item is the approval of the minutes from November 13th.

COMMISSIONER WARSKOW: I make a motion to approve the

minutes from November 13th, plan commission meeting.

COMMISSIONER DROST: And I'll second it.

CHAIRMAN WOLFE: The motion has --

COMMISSIONER GREEN: And George seconded.

CHAIRMAN WOLFE: All in favor.

(Chorus of ayes.)

CHAIRMAN WOLFE: Any opposed.

(No response.)

CHAIRMAN WOLFE: Okay, so anything else Kate before we adjourn?

MRS. LOCKERBY: I think as of now we are unsure if we have a hearing on January 8th. Notification is due Friday, so we'll know next week. But it looks like we'll definitely have a hearing on the 22nd, so please let us know soon if you're not --

CHAIRMAN WOLFE: Wait, December or January?

MRS. LOCKERBY: January.

COMMISSIONER JENSEN: January 8th you said you may or may not, or?

MRS. LOCKERBY: We may, we'll know next week if we are having a hearing. That's not to say that we wouldn't have plat & sub commission.

CHAIRMAN WOLFE: I will not be here on the 22nd.

MRS. LOCKERBY: Okay.

COMMISSIONER JENSEN: Of January?

CHAIRMAN WOLFE: I'm going to be in Ukrain, or Russia, the Soviet Union.

MRS. LOCKERBY: Anyone else know about their availability in January as of now?

CHAIRMAN WOLFE: We're all good. Okay, then the last thing before we adjourn, I would like to officially wish everybody here a happy holidays and happy new year, best wishes. And then is there a motion to adjourn?

COMMISSIONER WARSKOW: I'll make a motion to adjourn.

COMMISSIONER JENSEN: Second.

CHAIRMAN WOLFE: All in favor?

(Chorus of Ayes.)

CHAIRMAN WOLFE: Any opposed?

(No response.)

CHAIRMAN WOLFE: Thank you.

(Whereupon the above-mentioned matter was concluded at 9:30 p.m.)



Item: Dunkin Donuts - 1818 W. Northwest Hwy. - PC13-021

Department: Planning & Community Development

BACKGROUND

1. Repeal Ordinances 74-119 and 04-066 (repeal of Ordinance 81-158 will remain in effect).
2. Special Use to allow a restaurant with a drive-through and outside eating at the property located at 1818 W. Northwest Highway.
3. A Variation from Section 11.2 of the Zoning Regulations to allow a reduction to the minimum required 2-way drive aisle dimension from 24 feet to 18 feet (in the northeast corner).

RECOMMENDATION

Commissioner Jensen moved and Commissioner Green seconded: A motion to recommend to the Village Board of Trustees, recommendation of PC #13-021, a special use for a new Dunkin' Donuts restaurant with a drive-through and an outdoor eating café and to repeal ordinances 74-119 and 04-066 (repeal of ordinance 81-158 will remain in effect) and a variation from section 11.2 of the zoning regulations to allow a reduction to the minimum required two-way drive aisle dimension from 24 feet to 18 feet (in the northeast corner).

This approval is contingent upon compliance with the recommendation of the plan commission and the following recommendations detailed in the staff development report dated December 13, 2013:

Prior to Village Board consideration:

1. The site layout shall be revised to address all the site-related concerns outlined in this report.
2. Information regarding the drive-through operations for the existing operation at 122 S. Arlington Heights Road shall be provided to the Village for analysis.

Prior to the issuance of a building permit:

1. Prior to the issuance of a building permit, the Petitioner shall pay a fee in lieu of on-site detention in the amount of \$1,483.00.
2. IDOT/CCDH approval for the proposed driveway and/or off-site utilities shall be required prior to the issuance of a building permit.
3. Prior to the issuance of a building permit, the Petitioner shall provide an easement for the proposed water line.

Other Conditions:

4. The interior seating area shall be limited to 192 square feet, with a maximum of 10 seats.
5. The exterior seating area shall be limited to 260 square feet, with a maximum of 12 seats.
6. Drive-thru operations shall be restricted to a face-to-face ordering system, between 10:00 p.m. and 7:00 a.m., in the event that there are sufficient complaints from the nearby neighbors as to noise. This restriction would be communicated to the patrons via signage at the menu board.
7. If the use of the subject property changes, cross access may be required as set forth in ordinance 11-049.
8. If the drive-thru stacking becomes a traffic issue onto adjacent roadways, as determined by the Village, a median or similar barrier may be required to be provided on site so patrons will need to fully circle the building to enter the drive-thru.
9. The Petitioner shall comply with the November 26, 2013 Design Commission motion unless modified by the Plan Commission and/or Village Board.
10. Prior to the use of the area as an outdoor eating café, the Petitioner shall provide all of the required information as set forth in Section 5.1-11.1F of the Arlington Heights zoning regulations for review and approval.
11. The Petitioner shall comply with all Federal, State, and Village codes, regulations, and policies.

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

Commissioner Comment:

COMMISSIONER DAWSON: Well, my comment is just, again, I think, well I don't disagree with the comments raised by Commissioner Jensen, I have heard over my tenure here entirely too many public comments that they are consistently ignored by the village. I've heard that both before this board and I've heard that as public individuals who have come to me privately to complain about how many times they called the village and there has been no responsiveness. So, as someone who physically owns a business and understands the ramifications of that, I would rather put the burden on a business owner. And as someone who frequents drive-thrus and does not feel that that's a burden, I would rather see this put on the business owner during this limited, limited amount of hours. I am not holding the project up, because I really want the Dunkin Donuts.

Motion carried.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Amount of Bidder Recommended:

ATTACHMENTS:

Description

[PC Staff Report](#)

[Aerial](#)

[PC Minutes](#)

[Department Comments & Petitioner's Response](#)

[DC Motion](#)

[DC Staff Report](#)

[DC Minutes](#)

[Site Development Plans](#)

[Traffic Study](#)

[Information regarding 122 S. Arlington Heights Rd.](#)

[Market Assessment](#)

[PC Timeline](#)

Type

Report

Exhibits

Minutes

Correspondence

Correspondence

Report

Minutes

Exhibits

Correspondence

Correspondence

Correspondence

Correspondence

STAFF DEVELOPMENT COMMITTEE REPORT

To: Plan Commission
Prepared By: Katherine E. Lockerby, Development Planner
Meeting Date: December 18, 2013
Date Prepared: December 13, 2013
Project Title: Dunkin Donuts
Address: 1818 W. Northwest Highway

BACKGROUND INFORMATION

Petitioner: Dunkin Donuts (CLCDD, LLC)
Address: 1519 W. Madison
Chicago, IL 60607

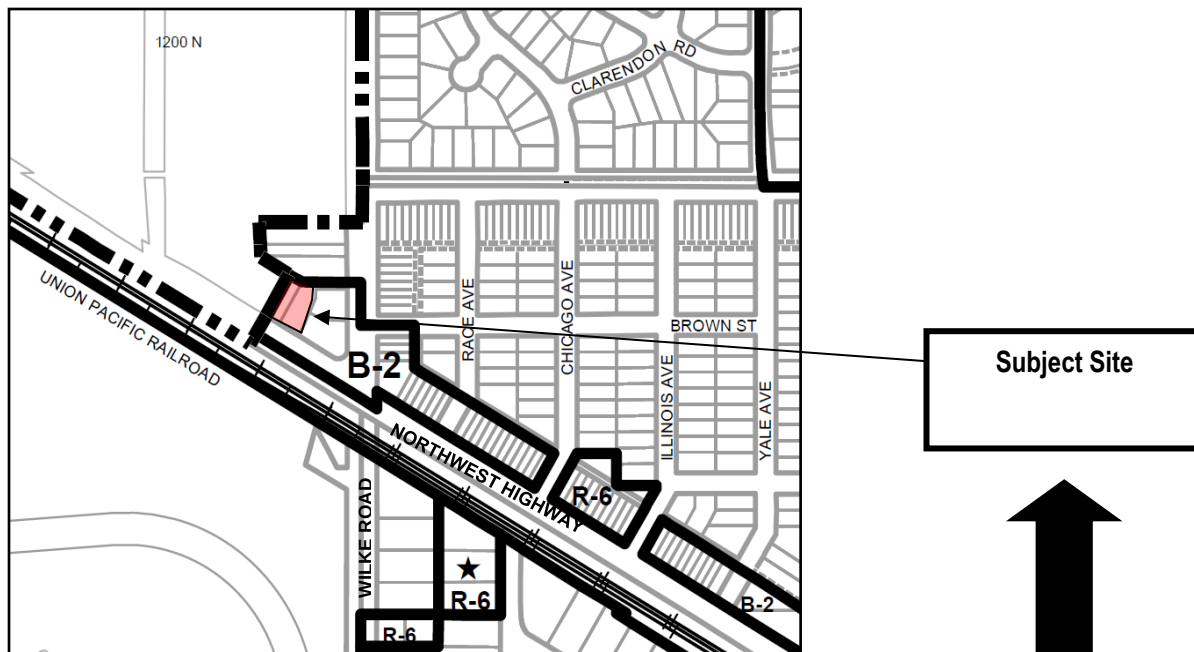
Existing Zoning: B-2, General Business District

Requested Action:

1. Repeal Ordinances 74-119 and 04-066 (repeal of Ordinance 81-158 will remain in effect).
2. Special Use to allow a restaurant with a drive-through and outside eating at the property located at 122 S. Arlington Heights Road.

Requested Variations:

1. A Variation from Section 11.2 of the Zoning Regulations to allow a reduction to the minimum required 2-way drive aisle dimension from 24 feet to 18 feet (in the northeast corner)



Surrounding Land Uses:

Direction	Zoning	Existing Use	Comprehensive Plan
North	R-3, One Family Dwelling District	Existing Apartments	Commercial
South	B-3, General Service, Wholesale and Motor Vehicle District	Arlington International Racecourse	Mixed Use
East	B-2, General Business District	Dakota K's and Kustom Kleen (dry cleaner)	Commercial
West	Village of Palatine	McDonald's	Village of Palatine

Project Summary

The existing site is zoned B-2, General Business District, is approximately 0.44 acres (19,166 square feet) in area and is located on the north side of Northwest Highway, west of Wilke Road. At this time, the property is developed with a vacant one-story commercial building that is approximately 4,182 square feet in size and a parking lot with 22 parking stalls.

The proposed action, if approved, would allow the Petitioner to demolish the existing building and build a 1,498 square foot Dunkin Donuts restaurant with a drive through at the rear (north) and side (west) of the site and an outdoor dining area along the south elevation. This restaurant would have a total interior seating area of 192 square feet and a total of 10 seats. In addition, an outdoor eating area will be approximately 260 square feet in size and would have a total of 12 seats. When combined, the new Dunkin Donuts would have a total seating area of 452 square feet and a total capacity of 22 seats.

In addition, the proposed building would be serviced by an ancillary parking lot that is located along the east side of the building and has a total of 12 parking spaces. These spaces would be accessible via an unrestricted driveway at the southeast corner of the site to Northwest Highway. Further, there is an existing access easement that has serviced this property for a number of years, which the proposed plans will utilize. The drive-thru wraps around the building and has the capacity to accommodate seven stacked vehicles.

According to the Petitioner, the proposed Dunkin Donuts would have a total of fifteen employees, with a maximum of five on site at any one time. In addition, the proposed hours of operation are 4:00 AM – Midnight. Deliveries are anticipated to be once a week and will be during normal business hours, and trash collection will be three times per week. The Petitioner is aware that the Zoning Regulations restricts all delivery and loading related activities to between the hours of 7:00 AM and 10:00 PM. Furthermore, an exterior refuse area is proposed toward the northeast corner of the site. This refuse area would be enclosed by a masonry wall painted to match the building and would be further screened by landscape material.

Zoning and Comprehensive Plan

In 1974, a Special Use was granted to allow the construction of a new McDonald's restaurant on the site. In 1981, a subsequent special use for a drive through granted. McDonald's eventually built a new building on the property immediately to the west in Palatine. In 2004, a special use was approved for the Four Seasons Café to occupy the building and a repeal of the 1981 ordinance. At this time, it is recommended that Ordinances 74-119 and 04-066 (repeal of Ordinance 81-158 will remain in effect) be repealed, since the proposal involves the redevelopment of the entire site.

The site is zoned B-2, General Business District, and the proposal is consistent with this designation but requires a Special Use. As part of the Special Use review, the Petitioner was required to demonstrate that the proposal meets the following Special Use criteria:

- A. That said special use is deemed necessary for the public convenience at this location.***
- B. That such case will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity.***
- C. That the proposed use will comply with the regulations and conditions specified in this ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.***

The Petitioner's response to said criteria is attached to this report as Attachment #1. The Staff Development Committee has reviewed the criteria and offers the following:

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

The proposed Dunkin Donuts store is almost 1.5 miles away from any other Dunkin Donuts locations in town. (see Market Assessment Section)

- **That such case will not, under the circumstances of the particular case, be detrimental to the health, safety, morals and general welfare of persons residing or working in the vicinity.**

The site has been vacant for approximately 8 years, during which time, the Village has had to maintain the site. The redevelopment of the site into a viable business would be beneficial to the persons residing or working in the vicinity. Furthermore, the provision of a quick service restaurant on the west side of town on a road that interchanges with a major State Route (Route 53) will provide prove to be a convenience for commuters and other customers.

During the formal review process the Staff Development Committee expressed concern with the proposed drive-through, the hours of operation, and the close proximity to the residential dwelling units to the north. In order to mitigate the potential noise impacts associated with the menu board, the Staff Development Committee recommends that the pick-up operations be restricted to face-to-face ordering during the hours of 10 PM and 7 AM. This restriction would be communicated to the patrons via signage at the menu board and coincides with the Village's restriction relative to deliveries and trash pick up. Moreover, the menu board for the drive-through would be approximately 23 feet to the property line and approximately 75 feet to the nearest residential dwelling unit to the west. In addition, a six-foot high wood fence exists along the north property line, buffering the subject property from the residential property to the north.

- **That the proposed use will comply with the regulations and conditions specified in this ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board.**

The Plan will meet all Codes and regulations as imposed upon them.

The proposed restaurant use is consistent with the Village's Comprehensive Plan, which designates the subject property as Commercial.

Site Related Issues

Site Layout

The Staff Development Committee has worked with the Petitioner toward developing a site that meets the needs of the Petitioner and the requirements of the Village. However, at this time, the site still has some issues that need to be addressed:

- Initially, there was concern about the use of the easement from the subject property to Wilke Road as two way, due to the approximate width of 18 feet for driving. Therefore, Staff suggested that the access be utilized as one way. However, it has come to our attention that the access easement that services the site provides for two-way access on the site and the property on which the easement is located utilizes the driveway to exit the site. Therefore, it is suggested that the plan be revised to provide two-way access to/from the site/Wilke Road. This will result in a variation on the subject property to allow for a reduced drive aisle from 24 feet to 18 feet.
- There is continued concern that the driveway on the south side of the building is too narrow to provide for efficient exiting of both the site and the drive-thru. Therefore, it is suggested that the building be shifted north approximately 2.5 feet to allow for the drive aisle to be increased to 20 feet.
- Staff has asked that information regarding the drive-thru operations at the 122 S. Arlington Heights Road Dunkin Donuts be provided since the site is similarly laid-out and the stacking at said restaurant backs onto Arlington Heights Road and disrupts traffic. The information requested has not yet been provided.
- The parking stalls on site, when utilizing the 1.5 overhang and are 60 degree stalls, must be 18.5 feet in depth. Not all of the parking stalls meet that requirement at this time.
- The drive aisles adjacent to 60 degree parking stalls must be adjacent to a drive aisle that is 18 feet in width. The drive aisle is 16.5 to 17.5 feet in areas. The site must be revised or a variation is necessary.

- As a result of concern with noise from the menu board and speaker, the Petitioner moved the menu board and speaker to service car #7 in the queue from car #5. There is concern that the menu board and speaker in this location may add to a longer queue length on site and should be relocated to car #5.
- There are concerns that the stacking may impact the ability to enter the site from Northwest Highway. As such, a condition on the site will be that a median or similar barrier may be required to be provided on site so patrons will need to fully circle the building to enter the drive thru.

The plans shall be revised to address the aforementioned concerns.

On Site Utilities

On-site detention is provided for 76% of the required capacity of the site via an underground storage chamber in the drive-thru. The remaining 24% will be provided via a fee-in-lieu of detention in the amount of \$1,483.00. The stormwater detention will connect to a storm sewer in Northwest Highway. A grease trap is proposed on the north side of the building, and will eventually connect to the sanitary waste line, which will connect to an existing sanitary sewer in Northwest Highway. The site is currently serviced by a water line that bisects the adjacent drycleaner site and ties in to an existing 6" water main located in Wilke Road. It should be noted that the off-site private water line is not currently within an easement. Further, based on fire suppression requirements, the water line may need to be replaced. The proposed location is within the existing access easement to Wilke Road. A condition of the project is that the Petitioner shall obtain an easement from the adjacent property owner prior to the issuance of a building permit.

Off-site Modifications

Northwest Highway is under the jurisdiction of the Illinois Department of Transportation (IDOT). Wilke Road is under the jurisdiction of the Cook County Department of Highways. As a result, the Petitioner will need to obtain IDOT/CCDH approval for the proposed driveways and off-site utility prior to the issuance of a building permit.

Site Lighting

The Petitioner provided a photometric plan on December 9, 2013 for review. As proposed, the proposed light spillage at the property line to the north is at one point 2.1 foot candles where the maximum allowable level is 0.1 foot candles. Therefore, a condition of the recommendation is that a code compliant site lighting plan shall be reviewed and approved as part of the building permit submittal.

Outside Eating Cafe

The proposed outdoor eating café is conceptual at this point. Prior to the use of the area as an outdoor eating café, the Petitioner shall provide all of the required information as set forth in Section 5.1-11.1f of the Arlington Heights Zoning Regulations for review and approval.

Traffic & Parking Issues

Trip Generation

As required the Petitioner provided a traffic study that evaluated all applicable traffic and parking related issues. According to Sam Schwartz Engineering, the estimated number of trips coming to and leaving site is 151 trips (77-in/74-out) during each hour of the morning peak (6AM – 9 AM) and 64 trips (32-in/32-out) during each hour of the evening peak (4 PM – 6 PM). It is important to note that the use of the site as is, a fast food restaurant, without a drive-thru, would be expected to generate 83 trips during the morning peak and 49 trips during the evening peak hours. As a result, the proposed facility would have a net increase of 68 trips during the morning peak hour and 15 trips during the evening peak hour.

It is also important to note that Sam Schwartz Engineering has indicated that 50% of the volume generated by the proposed use is typically from pass-by traffic that is already driving on Northwest Highway during the weekday commute. However, to use a conservative analysis, that percentage was reduced by 20%. The Village has evaluated this increase and concurs with the findings that the redevelopment of the site will not cause a significant amount of additional traffic to the existing roadways.

Drive-Thru Operations

The Traffic Study indicates that the average queue length at other similar facilities is 5 vehicles with a maximum of 7. They attest that they proposed queue length of 7 vehicles is adequate. However, due to experiences with other Dunkin Donuts facilities, namely the location at 122 S. Arlington Heights Road and the impacts stacking can have on adjacent rights of ways, additional information was requested to adequately address concerns about stacking backing onto Northwest Highway. However, said information was not provided and must be prior to Staff providing a formal recommendation on the project.

As mentioned above, the location of the speaker and menu board shall be shifted back to the original location, roughly at car #5.

Parking

The following table outlines the parking requirements for the site. As shown, the proposed development complies with code.

Table 1: Parking Requirements

	Square Area for Seating	Number of Seats	Required # of Stalls
Seating area – inside	192 square feet	10 seats	4 spaces
Seating area – outside	260 square feet	12 seats	6 spaces
Carryout area	152 square feet	-	1 spaces
TOTAL			11 spaces
TOTAL PROVIDED			12 spaces
SURPLUS (DEFICIT)			1 space surplus

There are two parking stalls proposed on the west side of the drive aisle which may be blocked by vehicles in the drive through lane. The Petitioner has agreed to label said parking stalls as “Employee Parking Only” so they are not utilized as rapid turn-over spaces. Furthermore, Staff would suggest that the southern-most parking stall along the east property line also be labeled as employee parking. The remaining 9 parking stalls along the east property line will be utilized by customers.

Access

With respect to access, the existing site is served by an access onto Northwest Highway and an access onto Wilke Road from the site via an access easement. The access onto Northwest Highway will service as a one-lane in-bound and one lane out-bound. Further, the access onto Wilke Road is shown on the plans as being one way in-bound. However, due to the reasons previously listed, it is suggested that the plan be revised to provide two-way access to/from the site/Wilke Road. According to Sam Schwartz Engineering, all approaches for the Northwest Highway and Wilke Road accesses should operate at a Level of Service (LOS) of C or better during the morning and evening peak hours.

Cross-Access with Dakota K's

When the adjacent property, Dakota K's (who is also the owner of the subject property), was developed, there were certain stipulations that were required to be implemented once the subject property is developed (Ordinance 11-049). Said stipulations included:

- the removal of the driveway accessing the Dakota K's property from Northwest Highway,
- the installation of a shared drive aisle between Dakota K's and the subject property, and
- a reciprocal and mutually beneficial cross-access easement agreement shall be provided along the west side of the Dakota K's property when the subject property is developed.

The Staff Development Committee has reviewed the proposed plans and agrees that the required cross connection is not necessary at this time. However, Staff is not recommending the amendment of Ordinance 11-049 at this time. Further, a condition of the staff recommendation is that if the use changes, cross access may be required as set forth in Ordinance 11-049.

Building, Signage & Landscape Issues

The proposed building follows a new prototype being introduced into the area – the “Fresh Brew” prototype. Staff did not support the building design as initially proposed. Instead, staff recommended a number of modifications that the Petitioner made to the plans which were presented at the Design Commission meeting on November 26, 2013. The Design Commission was supportive of the plans as presented. However, said recommendation did not include signage, which must meet Village Code. The Petitioner has been informed that the signage presented does not meet the Village’s Code requirements and must be revised to comply or a variation must be sought through the Design Commission process.

A landscape plan has been provided that includes foundation planting beds and material, perimeter landscaping along the south, east and west property lines curbed islands with four inch caliper shade trees, a three foot high row of shrubs to screen the parking lot from Northwest Highway. There is an existing 6 foot tall fence that runs the length of the north property line/cross access. It should be noted that, prior to Village Board consideration, the proposed yews along the south property line shall be modified to a more salt-tolerant species.

Ventilation and Odors

The Petitioner will be required to comply with the code requirements for ventilation, which provides for fire suppression and grease extraction. However, unless the Village is going to impose additional requirements on restaurants to provide additional odor mitigation systems, there are always going to be the potential for odors, based on a number of factors such as wind direction, etc. As stated previously, said odor mitigation systems are not guaranteed to remove all odors from restaurants and could be cost-prohibitive for many small business owners.

Market Assessment

The Petitioner has provide information regarding the proposed use to ensure that it will serve a public convenience and will not over saturate the market. The aforementioned study included demographic information as well as an analysis of the new development in the general vicinity, and the types of existing restaurants in the general market area.

According to the corporate demographics requirements for Dunkin Donuts/Baskin Robbins, this site exceeds the minimum requirements. The Petitioner has also provided information that identified other Dunkin Donuts locations within a 1 and 2-mile radius. There are no Dunkin Donuts restaurants within a 1 mile radius; however there are four within a 2 mile radius, 1 in Rolling Meadows, 2 in Arlington Heights (122 S. Arlington Heights Road and 1010 E. Rand Road). Staff has reviewed the market information provided and concurs that the proposed restaurant will not over saturate the market.

RECOMMENDATION

The Staff Development Committee has reviewed the Petitioner’s request and recommends the following:

- Repeal Ordinances 74-119 and 04-066 (repeal of Ordinance 81-158 will remain in effect), which approved a Special Use for a restaurant and a Special Use for a drive-thru and drive through, and
- A Special Use to allow a restaurant with a drive-through and outside eating at the property located at 1818 W. Northwest Highway.

Conditions of this recommendation shall include:

Prior to Village Board Consideration

1. The site layout shall be revised to address all of the site-related concerns outlined in this report.
2. Information regarding the drive-thru operations for 122 S. Arlington Heights Road shall be provided to the Village for analysis.

Prior to the Issuance of a Building Permit

1. Prior to the issuance of a building permit, the Petitioner shall pay a fee in lieu of on-site detention in the amount of \$1,638.00.
2. IDOT/CCDH approval for the proposed driveway and/or off-site utilities shall be required prior to the issuance of a building permit.

3. Prior to the issuance of a building permit, the Petitioner shall provide an easement for the proposed water line.

Other Conditions

4. The interior seating area shall be limited to 192 square feet, with a maximum of 10 seats.
5. The exterior seating area shall be limited to 260 square feet, with a maximum of 12 seats.
6. Drive-through operations shall be restricted to a face-to-face ordering system that would occur at the pick up window between 10:00 PM and 7:00 AM. This restriction would be communicated to the patrons via signage at the menu board.
7. If the use of the subject property changes, cross access may be required as set forth in Ordinance 11-049.
8. If the drive-thru stacking becomes a traffic issue onto adjacent roadways, as determined by the Village, a median or similar barrier may be required to be provided on site so patrons will need to fully circle the building to enter the drive thru.
9. The Petitioner shall comply with the November 26, 2013 Design Commission motion unless modified by the Plan Commission and/or Village Board.
10. Prior to the use of the area as an outdoor eating café, the Petitioner shall provide all of the required information as set forth in Section 5.1-11.1f of the Arlington Heights Zoning Regulations for review and approval.
11. The Petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

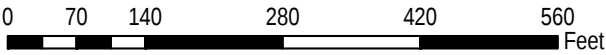
December 13, 2013

Bill Enright, Deputy Director of Planning and Community Development

C: William C. Dixon, Village Manager
All Department Heads
Steve Hautzinger, Design Planner



Dunkin Donuts - PC 13-021
1818 W. Northwest Highway
Prepared by the Village of Arlington Heights
Department of Planning and Community Development
December 18, 2013



PLAN

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

COMMISSION

RE: DUNKIN DONUTS; PC #13-021

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, 1st Floor Buechner Room, Arlington Heights, Illinois on the
18th day of December, 2013, at the hour of 7:30 o'clock p.m.

MEMBERS PRESENT:

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

ALSO PRESENT:

BILL ENRIGHT, Deputy Director
KATHERINE LOCKERBY, Development Planner

CHAIRMAN WOLFE: We are calling the planning commission meeting to order, and if you could please stand and so we can recite the pledge.

(Pledge of Allegiance.)

CHAIRMAN WOLFE: Thank you, okay the first item on the agenda is PC 13-021, Dunkin Donuts is the Petitioner here.

MRS. LOCKERBY: Chairman Wolfe, we have to do a roll call.

CHAIRMAN WOLFE: I'm sorry, yes, we'll get to that petition as soon as we get a role call, thank you.

MRS. LOCKERBY: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MRS. LOCKERBY: Commissioner Drost.

COMMISSIONER DROST: Here.

MRS. LOCKERBY: Commissioner Green.

COMMISSIONER GREEN: Here.

MRS. LOCKERBY: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MRS. LOCKERBY: Commissioner Ennes.

(No response.)

MRS. LOCKERBY: Commissioner Warskow?

COMMISSIONER WARSKOW: Here.

MRS. LOCKERBY: Commissioner Dawson?

COMMISSIONER DAWSON: Here.

MRS. LOCKERBY: Commissioner Jensen?

COMMISSIONER JENSEN: Here.

MRS. LOCKERBY: And Chairman Wolfe?

CHAIRMAN WOLFE: Here. Thank you for reminding me. Okay, now the first matter of the agenda is the Dunkin Donuts petition, and Kate have all the proper notifications been given?

MRS. LOCKERBY: Yes.

CHAIRMAN WOLFE: Okay, thanks. Representatives for the Petitioner, are you here? Okay, please raise your hand and I will swear you in. Actually, is there anybody else? Okay, anybody, anybody? You may as well, you know, it doesn't hurt to be sworn in, it's free, it's painless, okay.

(Witnesses sworn.)

CHAIRMAN WOLFE: Thank you. Okay, if you would, if anyone is going to testify I ask that you first please state your name and spell your last name for the record, and you address as well.

MR. LUXEM: My name is John Luxem, L-u-x-e-m, 210 North Stratton, Melrose Park.

CHAIRMAN WOLFE: Okay.

MS. CARLSON: My name is Kay Carlson, C-a-r-l-s-o-n, 1401 Bristol, Westchester.

CHAIRMAN WOLFE: Thank you. If you come up you can give your name, yes. Okay, so what we're going to do here is you're going to tell us what you'd like to do, your petition, kind of explain it as best you can. Then the village will give its staff report, kind of an overview, summary of, of your petition, kind of the village standpoint. Then members of the planning commission will ask you questions if we have questions. Potentially we will open it up to the members of the audience who are here and would like to speak. And again, if you'd like any expert, you know, testimony or any other specialists you have with you, they can talk, will open up to the audience and then we'll close that and then we'll kind of make a recommendation to the Village Board. And excuse our kind of cramped quarters, not that we, it's not exactly a slum, but the regular meeting room is occupied, so that's why we're here.

MS. CARLSON: We are looking to tear down the old McDonalds building on Northwest Highway, 1818 Northwest Highway, and build a new Dunkin Donuts with a drive-thru. The reason that McDonalds moved next door is because they couldn't make a drive-thru work with the size of the building they wanted. So, we've worked up a plan where we think it works, works nicely. So the building there would be completely demolished. The new building is a little under 1,500 square feet, with a double, we've got kind of a double lane drive-thru. I apologize, I'm new to technology. So, we've got kind of a bypass lane here. We had, when we had originally met we had talked about doing a double in and out here, parallel, not parallel but straight up parking. And after meeting with staff and being with the plan committee we went back to single lane, or single in and out. So, all the parking, or all the traffic flows in one direction.

We also have, this is an easement, it is just an easement that runs through on the dry cleaners out to Wilke Road, that we have access to, to get in and out of the site. We've kind of gone back and forth a little bit about having it one way versus two-way, which way it should go. What we're at now is a two-lane drive so we can, you can come in this way, come around, get back into the drive-thru this way, or you can come around and park this way if you're coming out the Wilke Road. If you're exiting you can go out to, out to Wilke or come around this way and exit out onto Arlington Heights Road. We have, one of the, one of the questions, issues that we've been talking about is weather or not this is going to back-up onto Northwest Highway, because I know that there's some concerns with the location here or backing up. We feel like we've addressed those concerns, that we have two to three additional staffing spaces than that one does. So I think it's a much deeper lot, it's a different situation, we don't think we're going to have the issues backing up that that one currently does.

The menu board location that's another item that we want to talk about here. We originally had it back here, which is five cars away from the pick up window, when it's located here it faces this residential apartment building. So, one of the comments that we had was that the, we would, that you would want us to do face-to-face ordering until 6 a.m., which we feel like would actually cause more of a backup, potential backup, if we were to do that. So, we relocated the menu board over here, which gives us seven cars stacking before the window is facing, so the speaker essentially faces the back of the dry cleaners building. So we think that took care of that problem.

The building itself, we've been through design review committee, they had a couple comments, we addressed all of those. I have some, you know colored drawings of what the building looks like, if we want to look at that with the. And landscaping, you had a couple comments for landscaping, we've addressed all of those, so we, we're meeting all the requirements for landscaping at this point. This is the building plan, we have a very small seating area, it's really essentially take out and drive-thru with a little seating. We have a couple of patio tables out front.

The elevation, so this is our, we knew that that was one of the comments of the design committee was to move the door, which originally was this way facing Northwest Highway. We moved it this way so it's facing the parking lot. So, the elevations, this is the new Dunkin prototype, I'm going to, I have a little card that shows kind of all the, they do this gradiated monolith now instead of the all black, all brown one that they've had in the last couple years. So this is it, and the orange band this part is all orange around the outside.

MRS. LOCKERBY: I did give them a copy of the color and renderings in their packet, so they all have a copy.

MS. CARLSON: Okay, good, you guys have all seen that. So, John, I wanted to introduce that. So John is the owner of Dunkin.

MR. LUXEM: So, I am the owner of Dunkin, we own, I work for Chicagoland Commissary for a large company franchisee in the Chicagoland area, we own 26 locations. The closest one to Arlington Heights is in Elk Grove, but we specialize in doing drive-thrus of the nature of what we're showing here on the board. So, I think that all the comments that we have had regarding drive-thru stacking issues, noise issues, those kind of things, have been addressed. We've been in the Dunkin business in the Chicagoland area for over ten years now. We are a well regarded franchisee, actually we're up for the franchisee of the year in the Chicagoland area this year. And I think that our service record is not going to be one that's going to let the Village of Arlington Heights down as far as our level of service and delivering customer service to the neighbors in the area. I'm open to answer any questions that you guys may have.

CHAIRMAN WOLFE: I think we will, anyone can ask questions after that, so you guys are free to have a seat, and then if we have any questions you can come back-up, thank you.

MRS. LOCKERBY: Okay, well before you this evening is Dunkin Donuts, and the request is a special use to allow a restaurant with a drive-thru and outside eating at the 1818 West Northwest Highway. The request also includes a repeal of existing ordinances that have been pressed on the property. In 1974 ordinance 74-119 was approved, and that approved special use for the McDonalds, and that's when the building was formally granted a special use. And then subsequent to that in 1981 a drive-thru was approved by an ordinance in '81. In 2004 a special use amendment was granted to allow for the Four Seasons Café to open at the site. And at that time the '81 ordinance was repealed because there was no drive-thru any longer.

So, at this time it's suggested that the remaining ordinances that are in effect be repealed so that it's a clean site, basically. The proposed restaurant is approximately 1,500 square feet, and involves an outdoor dining area on the south elevation. The total interior seating area is 192, roughly 192 square feet, with a total of ten seats. And the outdoor area is approximately 260 square feet, with a total of twelve seats based on the plans presented. So, in total the total seating area is 452 square feet and a total capacity of 22 seats.

Based on the plans presented a total of twelve parking spaces are proposed, and an access off of Northwest Highway, full access, as well as access through the existing easement that utilizes the sight over the adjacent property to, excuse me, Wilke. The proposed drive-thru wraps around the building and has capacity to accommodate seven stacked vehicles, as the Petitioner indicated.

As part of the plan commission process information was provided about the number of employees, fifteen with a maximum of five on-site at any one time. Hours of operation are 4 a.m. to Midnight. Deliveries are anticipated to be once a week during normal business hours, and trash collection will be three times a week. We did notify the Petitioner about the hourly limitations on delivery unloading related activities between the hours of 10 a.m., or excuse me, 10 p.m. to 7 a.m. An exterior refuse area is proposed toward the northeast corner of the sight, which will be enclosed by a masonry wall and painted to match the building. As part of the formal plan commission process the Petitioner provided a response to the hardship criteria that was included in your staff report. I will run through some of our responses to each of the criteria.

The first, is the special uses deemed necessary for the public convenience at this location, the proposed Dunkin Donut store is almost, excuse me, yeah, one and a half miles away from any other Dunkin Donuts locations in town. And it was further explained in the

hardship analysis section. And the second criteria is that such use will not, under the circumstances of a particular case, be detrimental to the health, safety, morals and general welfare of persons residing or working in the vicinity. The site has been vacant for approximately eight years, during which time the village has done some maintenance to the site. Redevelopment of the site into a viable business will be beneficial to the area, not to mention the commuters because state, the Route 14 or Northwest Highway, has direct access to 53. And we've also worked with the Petitioner and there are some issues that still need to be hammered out though we've worked with the Petitioner to limit impacts that the proposed use could have on the issues and properties. And lastly, the proposed use will comply with the regulations and conditions specified in this ordinance for such use, and with the stipulations and conditions made prior to the authorization granted by the Village Board and, you know, they will need to comply with that condition.

As part of the plan commission process we have identified some issues that still need to be addressed. As Ms. Carlson indicated, there was concern about the use of the easement that goes from the subject property out to Wilke, and it is currently 18 feet for driving. There is, right out to the side there's guardrails on either side, so you are kind of limited with the amount of space. Staff had suggested if you utilize this one-way which is consistent with the previous people. However the, there is an access easement that is impressed upon the property, and that that affords the dry cleaners who owns this property to utilize this to access Northwest Highway, and allows the restaurant parcel to utilize this to access Wilke. Its been brought to my attention that they're evaluating, revising the agreement per something I'll get to in the future, but to incorporate a water line easement within the document. So they'll be evaluating that at this, at that time.

There will be a result in variation on the subject property to reduce the drive aisle from 24 feet to 18 feet, just in this area on their property. And that would be necessary because it's not made amenable to a dimension of 24 feet. There is concern that the driveway on the south side of the building is too narrow to provide for efficient -- out of the drive-thru and on to Northwest Highway or taking a left to go around the site, whichever the case may be. And so we ask that the building be shifted North approximately two-and-a-half-feet to allow for the drive out to be increased to 20 feet so that cars could simply pass, you can have two cars passing if there's a back-up on to Northwest Highway, cars could still go around to the building, into the drive-thru, or to exit to Northwest, excuse me, to Wilke. The staff has asked that information regarding the drive-thru operations at the 122 South Arlington Heights Road site be provided, since the site

was similarly laid out. And the concerns really stem from the fact that stacking occurs on-site, but it also then stacks onto Arlington Heights Road, and that is not a safe situation, and so we want to be sure that that's not going to happen in this instance. And so we've asked for sales data to compare that site to the proposed site, and the Petitioner said that we should have it hopefully this week. But we don't have it yet, so we don't have enough information to really go on to determine if this is an adequate amount of stacking or not.

There were other site issues regarding the dimensions for parking stalls and drive aisle with, that needed to be revised as part of the plan. The location of the speaker, as indicated in the presentation, had been relocated -- but from car queue number five to number seven to try to avoid having the face-to-face ordering and staff's of the opinion that the order board should be moved back to that space number five which does go toward the north, and then limit the hours of ordering to face-to-face between four a.m. and seven a.m. And that is a condition that's also impressed upon the South Arlington Heights Road location as well. With regard to onsite utilities, on-site detention is provided for 76 percent or required capacity. The other 24 percent will be provided by a fee in lieu of retention in the amount of \$1,483. The site, as we mentioned, is currently serviced by water line that bisects the adjacent dry cleaners and ties to a six inch main located in Wilke. Based on some of the required site improvements and sprinklering of the building, it's likely that that water service line will need to be replaced. Therefore, the new line is proposed within the existing access easement to Wilke. Condition of the project is that the Petitioner needs to obtain an easement from the adjacent property owner to install that water line.

In addition, off-site requirements will need, or improvements will need to be approved by IDOT and Cook County, depending on which roadway you're looking at. The site plan that was provided on December 9th for review still indicated, or indicated that the light levels spilling over onto the adjacent residential properties that are maximum lighting levels by two-foot candles. So, a condition of the recommendation is that a code compliance site and lighting plan needs to be reviewed and approved as part of the building permits submittal. Petitioner needs to comply with the zoning ordinance with regard to outside café. With regard to trip generation and parking, the Petitioner provided a track study that evaluated all foot traffic and parking related issues. Based on the information provided the proposed facility is anticipated to have a net increase of 68 trips during the morning peak hour, and 15 trips during the evening peak hour when comparing the use of the building as a, as it is currently, versus the proposed restaurant.

With regard to parking, parking is required to be

eleven spaces on-site, and they are providing twelve spaces, which is a surplus of one stall. There are two parking stalls that could be blocked by the drive-thru traffic, so we're suggesting that that be, well actually the Petitioners suggested that they be labeled as employee parking so they're not rapid turnover parking spaces. Additionally, the southern most parking stall along the east property line, it is suggested that that be labeled as employee parking as well because the backing up and that movement onto the public right of way and how that could impact cars coming in, especially during the peak hours. So it should be labeled as employee parking as well.

One item of note is the cross access with the Dakota K's property. When Dakota K was developed in 2011, there were certain conditions that were required to be implemented once this property was developed. The conditions were that the removal of the driveway accessing Dakota K's property from Northwest Highway was to be executed. The installation of a shared drive out between Dakota K's and the subject property was to be executed, and a reciprocal and mutually beneficial cross access easement agreement shall be provided along the west side of Dakota K's property and the subject property, meaning this property.

The staff development committee reviewed the proposed plans and agrees that the required cross connection is not necessary at this time. However, an amendment to that ordinance is not necessary. We want to keep that condition in the ordinance in the event that this property is no longer occupied by Dunkin Donuts then it makes sense to have that cross connection. But at this point, because of the difference of uses, it just does not make sense to have that cross connection at this time.

With regard to building, the building is the new prototype for Dunkin Donuts, and I did want to point out that staff did have a number of suggestions to change the, the building elevations, and Petitioner complied with, I think 100 percent of those suggestions when they came to the design commission. And the design commission was supportive of the plans as presented. Signage, the Petitioner is aware that signage needs to meet code, and if they are seeking any variances they need to go back through the design commission and through the Village Board process. The landscape plan has been provided, and it seems to meet code, although the proposed Yews on the south property line should be modified to be a more tolerance, salt tolerant species.

And that being said I think I will conclude with that. My, the staff development committee has reviewed Petitioner's request, and subject to the conditions outlined in the report, there's still some items that need to be addressed before we're comfortable with the project as proposed.

CHAIRMAN WOLFE: Thank you. Okay, is there a motion?

COMMISSIONER DROST: I'll make that motion.

COMMISSIONER JENSEN: I'll second.

CHAIRMAN WOLFE: Submit the staff report, okay, motion has been made and seconded. All in favor.

(Chorus of ayes.)

CHAIRMAN WOLFE: All opposed.

(No response.)

CHAIRMAN WOLFE: Okay, we'll start with you, Commissioner Warskow.

COMMISSIONER WARSKOW: Thank you. I'm just, my first question, and pardon me I'm newer to the planning commission so I haven't come across quite as many Petitioners as some of the other members have, but I'm just wondering with all the conditions that are still outstanding what the time frame is, why haven't we worked out some of these details better before we're at this stage?

MRS. LOCKERBY: At this point the Petitioner had received our comments, they got us plans back last week, and so we didn't have enough time to really iron out things. Because of the notification requirements are, you know, 15 to 30 days prior, we don't always know if we're going to have everything out, you know, ironed out before a planning commission, you know, sometimes this happens. We don't like it to happen, obviously.

COMMISSIONER WARSKOW: Yes, I just have to say, you know, of the Petitioner I've reviewed so far there are so many outstanding things here it makes me a little leery about, leery about approving and recommending this. The, you said the photometric plan, the foot candles, that would have to be resolved before a building permit?

MRS. LOCKERBY: Correct.

COMMISSIONER WARSKOW: So that would have to be resolved in meeting code?

MRS. LOCKERBY: Yes.

COMMISSIONER WARSKOW: Or is that something that could be --

MRS. LOCKERBY: No, they would need to meet code, they would need to revise the lighting, shielding, et cetera, so that there, the glare onto the adjacent property does not exceed the, the point.

COMMISSIONER WARSKOW: My other question is, in terms of the traffic study, I know you took counts. But was the fact that the train station is located right there, is that factored in at all? Because I'm sure you're going to get more traffic to your facility because of the proximity to the train station in the morning then just counting. So that's what I am sure --

CHAIRMAN WOLFE: As you are addressing these questions, which we would like you to do, I'd appreciate it if you come over to

the microphone so we can get a clearer record. Thank you.

MS. CARLSON: And first of all, you just reminded me, are we actually, a number of the issues that were commented on we've already addressed and then made the changes to. But, you know, because of the time frame we haven't resubmitted anything, but the drawings that were, that were in our proposal and the site plans we're included.

COMMISSIONER DAWSON: I'm sorry to interrupt, but which ones are still at issue? Because I'm confused as well. Could we go through all the conditions and can you tell us agreed, agreed, open?

MS. CARLSON: Yes.

COMMISSIONER DAWSON: That would be helpful. Kate, do you have a copy of the conditions?

MRS. LOCKERBY: It's from the staff report, conditions that were outlined in the staff report. I mean I can say that the two, I mean, the site layout --

COMMISSIONER JENSEN: There are the ones that, these are outstanding or solved?

MRS. LOCKERBY: I was just going to through, and then as far as I'm concerned I haven't seen, I haven't been presented a plan that shows compliance with, I haven't seen the plan that, that Ms. Carlson's alluding to.

COMMISSIONER DAWSON: If you could just tell us if you're agreeing to them and will modify it or not, that would be great.

MS. CARLSON: Yes, thank you.

COMMISSIONER DAWSON: Which ones? So maybe you should go through them?

MS. CARLSON: Okay, sure. Okay, so starting with the, prior to issuance of a building permit.

CHAIRMAN WOLFE: Let's go back to the very first one.

MS. CARLSON: Okay. Prior to Village Board consideration, the site layout shall be revised to address all the site related concerns outlined in this report, which we've done, we've shifted the building up, we've made the, made the drive aisle to the south of the building 20 feet.

COMMISSIONER LORENZINI: So you're agreeing to do everything in number one?

MR. LUXEM: Yes.

COMMISSIONER LORENZINI: Okay, fine.

MS. CARLSON: Correct. Information regarding the drive through operations for 122 South Arlington Heights Road, we've been working on trying to get that information, we're supposed to have it tomorrow. We've just couldn't get it in time for today.

MR. LUXEM: We submitted, we have eight drive-thrus under our control right now, we submitted our drive-thru times at our existing eight locations for, for a point of record. I'm friends

somewhat with the owner of 122 South Arlington. He's out of town until tomorrow, so maybe we'll get the counts from that location tomorrow.

MS. CARLSON: The paying the fee in lieu of outside detention is fine, we're agreeing to that. IDOT approval for the proposed driveway and or outside utilities that are required, we've already connected to idea, we've already, we'll do that in final issue hearing, but they've already been contacted about it. We're providing an easement for the proposed water line. Rick is working with his lawyer to amend the existing easement.

MR. KOBBERNICK: I had a question for that, too.

CHAIRMAN WOLFE: Can you state your name again for the record?

MR. KOBBERNICK: My name is Rick Kobbernack, K-o-b-b-e-r-n-i-c-k, 1585 East Castle Court in Palatine. My question on that is, is your putting, or there's an existing water line in. Where was the village responsibility to take and make sure that that went onto an easement area? Because I feel in this instance that, you know, I've talked to the cleaners already, and they said yeah that's not a problem. However, I've got to go to my attorney to take and draft up legalese for this, who gives it to them and then they go to an attorney, and then I'm held hostage almost to take and, you know, do that. Not fair in my defense of that, and I don't know where the village lies in that. But these are, some of the things I've brought up with this are issues for the businesses along that line. So I wanted to take and discuss that a little bit more with them. I'm working on it and I've got it going, but I might, you know, it costs me more money, you know, we've got water detention, it costs us approximately somewhere around \$50,000 because we have flooding problems down, you know, in other areas, and it was alluded to me that there was issues that the village had prior a development that caused this. And again, business owners are held accountable for it. And it's not, it's not a fair thing, you know. And we're agreeing to this stuff because, you know, the village holds, it holds a gun to your head on this stuff.

CHAIRMAN WOLFE: Excuse me, can you just show us on a drawing what you're talking about, this easement?

MRS. LOCKERBY: It's this area right here.

COMMISSIONER JENSEN: But the water line now is outside of the easement?

MS. CARLSON: It's south of the easement. It runs adjacent to it.

MR. KOBBERNICK: The water line is approximately right through here, along the inside of the easement, so right, the water line comes in right around here. So, along that access you have your easement coming up here, and then along here is where it's thought to

be that, too. But I don't even think from the drawing that they know 100 percent that that is the water line.

COMMISSIONER JENSEN: So the water line is outside of an easement now?

MR. KOBBERNICK: Correct.

COMMISSIONER JENSEN: And what are you being asked to do? What are you being asked to do then?

MR. KOBBERNICK: To take and go to the cleaners and get a utility easement for that.

COMMISSIONER JENSEN: Further, then another couple of feet?

MR. KOBBERNICK: Yeah, so I've got to take out more of the cleaner's land, which he wasn't happy when we went to the usual board meeting. I had no idea, I thought that the property was owned by us, that little strip. The cleaners, Jay, stood up and is like that's my property. So, you know, there's that stuff that's going on that, you know, I'm unaware of. But, you know, there's an actual easement agreement for that property that's in perpetuity. So, you know, my, you know, question when I was talking to Kate is is, all right, say he wants \$5,000 or \$10,000, whatever, where is, where else can we hook into the water line at, you know, and then where is the responsibility, again, on the village's side, to take and help me get through this to get it all done, you know. We'll try to get it all done as quickly as possible, and like I said I'm working on it, but this is, it was insane trying to figure this all out. So, this is more stuff that adds in to where, you know, and the other part of it, too, is will that water line ever get disturbed or anything else, you know.

I guess it comes down to, you know, if they sell the cleaners and someone builds over it, you know, it's an issue at that point in time, you know, is there a way to take and circumvent that issue happening just, you know, hey, you know, come in and build just be careful of the water line, you know, if we have to move, we'll move it at that point in time, too, you know, if it actually winds in there exactly where it's, it's stated. But I know they've got some different things going on there. So, in those areas, those, those are the things that I haven't heard back from, again from the village as far as what are my options if the cleaner says, no, I'm not going to do it. Because it's apparently in their right to say no, not going to do it, so what's my other options. So I need to know that, too, so and that needs to be set up.

COMMISSIONER LORENZINI: Well, let me ask a question. Why are we even talking about this water line as part of this project? What does this have to do with the project?

MRS. LOCKERBY: The water, that's how they get water to the sight. They will likely need to replace the water line, and it

goes from their property to --

COMMISSIONER LORENZINI: So you're tapping into that water line to get water to you, why does that water line have to be moved and why would we need an easement there?

MRS. LOCKERBY: Well, the water line is potentially, needs to be replaced, because the service currently might not be sufficient to service the property.

COMMISSIONER LORENZINI: Okay, all right.

COMMISSIONER GREEN: Kate, can I just jump in? So, the water line is, is on the cleaner's property. So technically he owns the water line, and so somewhere along the line somebody tapped into it to service your property. So, wouldn't the natural solution to this be you bring your own water line in down your own easement? I mean isn't that what the village would say if, if the cleaner says no to this and won't give you the easement, isn't that, isn't that his water line because it's on his property? So they could cut you off, I think, and then you'd have to bring your own water line in. Isn't that what the solution would be if there's no cooperation between owners here?

MRS. LOCKERBY: Well, and the proposed water line is going through the adjacent property, and if not then they would have to go, correct, around.

COMMISSIONER GREEN: Right, you'd have to go all the way to Wilke. So, it behooves you to try to deal with this man next door. I just want to make sure I understood, yeah. Technically it's his water line, he's letting you use it.

MR. KOBBERNICK: Right, and where is that, you know, because it's been feeding McDonalds for a long time, I think the McDonalds actually supercedes the cleaners in the history of the village.

COMMISSIONER GREEN: I would say the cleaners was probably there first.

MR. KOBBERNICK: But again, that would, you know, in a utility situation, utility is there, you know, why didn't the village say hey, it's a utility, you know.

COMMISSIONER GREEN: Well, it could have been just the cleaner's water line is what I'm saying, and the deal could have been between McDonalds and, and the cleaners, and they agreed to --

MR. KOBBERNICK: It runs off on the south east corner into his building, so --

COMMISSIONER JENSEN: Kate, can we get something --

COMMISSIONER GREEN: I, I just, I don't know, maybe it's in the wrong spot. So, maybe it got put in the wrong spot, so.

MR. KOBBERNICK: Right, but --

COMMISSIONER JENSEN: You don't know. Can we get something more concrete?

CHAIRMAN WOLFE: Yeah, we can't have three people talking at one time.

MR. KOBBERNICK: I'm sorry.

COMMISSIONER JENSEN: Can we get something more concrete then we might not have the capacity to serve that site. But this is an empirical question, and somebody ought to be able to determine whether we have the capacity or not. Because --

MRS. LOCKERBY: It's not the village's capacity, it's whether or not the service line can accommodate the improvements to the site, the water needs, the sprinkler needs.

COMMISSIONER GREEN: I understand that, but somebody ought to be able to determine that. It isn't that we might not be able to meet those needs, that ought to be able to be determined.

COMMISSIONER SIGALOS: The old building probably was not sprinkled, correct, the McDonalds? So now that you have to require the new building to be fire sprinkled, that's what's driving the fact that you have to have an increased water line. So, why don't you just bring it in on the easement? Why are we, I mean --

MR. KOBBERNICK: Exactly, I just don't know where it ties into so --

COMMISSIONER SIGALOS: Right and --

MR. KOBBERNICK: I mean I'm sure it can be figured out. It's not, I don't think it's that big of a deal --

MR. CROSS: If I could just jump in a little bit. Good evening, my name is Steve Cross, with Cross Engineering Associates, I am at 1955 Raymond Drive in Northbrook, and I'm the civil engineer for the project. So, just to kind of, kind of bring all this together here, we had gone out and done a survey of the property, we've had JULIE mark the lines, so we know where the water line is coming in, as we've described, between the guard rail and the cleaners, that's the existing water line. The village atlas sheets only shows one water service coming in there. So, what we've shown on our preliminary drawing plans is to show, we know we've got to probably up size it because of the fire sprinkler system number one, and number two, we're told there was lead in the water line there, that it has to be replaced no matter what. So, what we've shown in our preliminary drawing plans, which engineering I believe has already just got accepted, we have shown a new water main to be installed within the easement area.

COMMISSIONER GREEN: That makes sense.

MR. CROSS: And that's what, what has to be done is that easement has to be modified to incorporate the water service so that it can then be taken out without the permission of the Dunkin Donuts owner or providing some other alternative to get water to the sight. So, this is stuff that we'll get done as we get through the process, it's just we're in the very preliminary stages in terms of the

engineering. The site plan, as was mentioned, we've addressed all those issues there. The final engineering will kind of come along as we get further into it, and it will be designed to properly handle the water loads, the fire loads and everything else.

COMMISSIONER SIGALOS: What you just stated makes total sense.

COMMISSIONER JENSEN: Right, will the original water line be left in place?

MR. CROSS: It possibly, we do need to check and see if it's being used by the cleaners. I mean, I'm hearing that it is coming in at the southeast corner, so if it's not being used by them we will cap it, and the water is on the east side of Wilke Avenue, so we will cap it on the other side, tap into the new line, a new tap on that side there, and just have a brand new water service.

CHAIRMAN WOLFE: So, I think we've addressed this issue and it's still somewhat conditional, it's still a work in process, you know, it's got to be done but I think we can, so I'm going to say that has not been satisfied but it's obviously a work in process. Okay, so number four condition?

MS. CARLSON: Number four, interior seating area will be limited to 192 square feet, we're fine with that. Exterior seating area limited to 260 square feet, fine. Drive-thru operations shall be restricted to face-to-face ordering system, that's one of the things that, you know, we're not, we're not agreeing to. We feel like having to do a face-to-face order is really going to exacerbate the stacking issue.

CHAIRMAN WOLFE: Okay, and we'll get into that, but we're just trying to, we want to work through the issues now.

MS. CARLSON: If the use of the subject property changes, cross access may be required, that's fine, we're fine with leaving that in place. If the drive-thru stacking becomes a traffic issue onto adjacent roadways, a similar median or a similar barrier may be required to provide on-site patrons to fully circle the building to enter the drive-thru, and you know, we, we can agree to look into that if it becomes a problem. The, complying with design committee, yes, we've agreed to everything they've wanted. The outdoor eating café, we'll make sure will meet all zoning requirements, and obviously we will comply with all existing codes.

CHAIRMAN WOLFE: Okay, that's good.

COMMISSIONER DAWSON: Okay, that helps.

CHAIRMAN WOLFE: Okay, so now let's go back to, let's kind of put the genie back in the bottle. See what you've started?

MS. CARLSON: Thank you for clearing that up.

COMMISSIONER GREEN: Good question.

COMMISSIONER WARSKOW: No problem. So back to my

question of whether the traffic study was based solely on existing traffic patterns, or did it anticipate more traffic coming to the site because of the location, the proximity to the commuter rail station?

MS. CARLSON: Yes, it did anticipate --

CHAIRMAN WOLFE: Can you step up again?

MS. CARLSON: Yes, it did anticipate more traffic coming there due to the, to the train station.

COMMISSIONER WARSKOW: Okay.

MS. CARLSON: And they also, the traffic study also anticipated the additional traffic generated for our site.

COMMISSIONER WARSKOW: Okay.

COMMISSIONER DROST: Does the train station have a facility in there for coffee?

MS. CARLSON: Not that --

COMMISSIONER DROST: Okay, just wanted to --

MR. ENRIGHT: It does.

COMMISSIONER WARSKOW: I know, but there are some brand loyalists out there. Okay, so I do have a concern about the, the menu board. And I see both points, so if somebody could present their argument in more detail so, you know, it can become more clear as to why one placement is preferred over another, that would be helpful.

MS. CARLSON: Well, I can tell you from our standpoint, we, you know the Dunkin standard is five cars from the window, they feel that that's the optimum to order here, by the time you pull through your order is ready, they hand it out, it's the fastest most efficient way to get people through the drive-thru. With our board located there, it faces the residential area. We've shown --

CHAIRMAN WOLFE: Excuse me, when you say located there, you mean what the village would like or what you would like?

MS. CARLSON: At five. I mean we would like it there, too, but it's, ideally we could put it there and not have an issue with the sound traveling over the fence on to the residential, you know, if we could make that happen that would be great. It has sound controls, we can turn it down if we need to, but from what Kate said that due to the proximity to the residential area, then having it in that location would require us to go to face-to-face ordering. Which means you don't order until you get up to the window, you know, it takes much longer and causes more stacking issues. So, I think it kind of defeats a little bit of the purpose, I think that might be one of the reasons why if that, if that one has the same issue going on, that might be one of the reasons why it's stacking out onto Arlington Heights Road, if they're being held to ordering at the window, because it's just a lot less efficient.

COMMISSIONER GREEN: What is the time that that would be required? I hate to jump in, but I just want to keep it moving

forward.

COMMISSIONER WARSKOW: That's okay, everybody jump in, go right ahead.

CHAIRMAN WOLFE: No, no, that's not true.

MS. CARLSON: 10 p.m. to 7 a.m.

COMMISSIONER GREEN: Thank you.

MS. CARLSON: So we had proposed shifting the menu board over two spaces, so it's at car seven, which completely rotates the speaker post into the back of the dry cleaner. So you're going to get very little, if anything, going towards the residential area. We still feel like that's going to be much more efficient and get the cars through faster than going to face-to-face, and it eliminates the, the residential issue.

COMMISSIONER LORENZINI: What's the village's objection to that, Kate?

MRS. LOCKERBY: To?

COMMISSIONER LORENZINI: Put that at the second spot rather than the first spot?

MRS. LOCKERBY: Well, the potential for additional backup, getting that menu board and speaker closer to the roadway, there's concern with that.

COMMISSIONER LORENZINI: Is it a just concern? Or is that just a thing in someone's mind?

MRS. LOCKERBY: There's concern, I mean we have 122 South Arlington Heights Road that has stacking issues, and so we're, we're concerned.

COMMISSIONER DAWSON: How many cars can stack back until you get to the entry way, that cross, what's the cross walk, right, is that the door, where's the door?

MRS. LOCKERBY: Right here, yeah, that's the beginning of that cross walk and -- right here.

COMMISSIONER DAWSON: And that's, is that the door? How many cars could stack back from where they are proposed, guess?

MRS. LOCKERBY: To the door, four.

COMMISSIONER DAWSON: Okay I'm an expert on Dunkin Donuts drive-thrus. I frequent them on a daily basis, sometimes two, three times a day all over the area.

COMMISSIONER SIGALOS: Is your patrons, the number of people between 10 p.m. and seven a.m. that great that this face-to-face would cause a problem?

MR. LUXEM: The 10 p.m. to 5 a.m. is, is inconsequential, we probably would be closing, we'll most likely be closing at 11 p.m. If we, we may entertain being 24 hours, but there's really not much business in the overnight. We really start picking up, depending on location, I have 26 locations, I have some

that are in more commercial areas and start a little bit earlier than, that the 5 a.m. But 5 a.m. is the time when we start to see our business, 5 a.m., 6 a.m., six to seven, seven to eight is, it's even more, our business ramps up almost completely, you know, where, we'll be at full capacity, you know, the 7:00 to 9:00 o'clock hours. So, we're really talking about that 5 a.m. to seven.

COMMISSIONER SIGALOS: That's really what your objection is, those two hours?

MR. LUXEM: Those two hours, correct. And I'm not even objecting to the face-to-face for the 5:00 o'clock hour to 6 a.m., it's really the 6 a.m. to the 7 a.m. hour that I think, and the reason I'm objecting to it is I don't want a backup onto Northwest Highway. And I think that by limiting our ability to process orders, you know, once you place that order and there's four people in front of you, I'm, we're able to take orders four ahead, if I've got to wait until you get to the window, then go will make your product, your coffee, your sandwich, it's just, it just slows down the whole process by, by a lot. And when I talk to the owner at 122 South Arlington tomorrow, I'll find out what he's doing as far as face-to-face and if that's what's causing some of his backup problems, too.

COMMISSIONER WARSKOW: Does the one on Arlington Heights Road, does that have a bypass?

MS. CARLSON: It does, it does have a bypass.

COMMISSIONER DAWSON: But if you, if they moved, the Arlington Heights Road, if they moved it two cars back it would make everything really worse.

MR. LUXEM: To the 7:00 o'clock?

COMMISSIONER DAWSON: To the seventh car, it would make everything much, much worse.

MR. LUXEM: I mean it puts a total strain on the whole process of, you know --

COMMISSIONER DAWSON: It does.

MR. LUXEM: risking backing up onto Northwest Highway, quite frankly.

COMMISSIONER DAWSON: I'm not disagreeing with you of the problem between six to seven, but I am saying that if you moved it to that seventh spot you're probably going to have the backup, or at minimum you're going to end up backed up into your cross walk, which is going to be a hazard to your pedestrians, you might not end up on Northwest Highway, but you will definitely get to your cross walk. So, I don't see how you could put that seventh spot, I really don't. I think it has to stay at the fifth spot to give a couple more cars the ability to, to pull up.

COMMISSIONER SIGALOS: And I agree, can something else be done then to, to muffle that sound? But that's the issue, is the

sound from the speaker board. So you said there's volume controls on that?

MR. LUXEM: There's volume controls.

COMMISSIONER SIGALOS: And what can be done to monitor these volume controls? I mean to say that everybody is, whoever is working at the window in Dunkin Donuts is going to make sure --

MR. LUXEM: I can look and see if there's some kind of automation of, you know, speaker levels, you know, by time, if you can set it by time. I know that it is a simple adjustment in the system, just basically you're turning down the volume like you would on your iPhone or anything else.

COMMISSIONER DAWSON: I don't think it's your volume that's the problem, you can't control people from their cars shouting out, and there's not much you can do with that. But I'm wondering if there's any way that we could do the face-to-face from six to seven and allow you with the ability to come back to the village if there's a problem to maybe bump it up to six that you can do the, the, you know what I mean, let's see how it goes with the face-to-face from six to seven. And if it's not working then you could call up the village and say we need to, we need to go to --

MR. LUXEM: Do you know if the one on Arlington Heights Road is face-to-face until seven?

COMMISSIONER DAWSON: I don't know, but I do know that I've never seen a back-up problem that early in that location.

MR. LUXEM: So the back-up happens later then?

COMMISSIONER DAWSON: Yeah, it's usually between the hours of eight to nine. I don't know, do they give any, do we have any traffic pattern on when they have back-up? I mean maybe 7:30 to nine, but usually it's that eight to nine hour.

CHAIRMAN WOLFE: Well, Susan you haven't actually, you're just talking about your own experience?

COMMISSIONER DAWSON: Experience.

CHAIRMAN WOLFE: Maybe we can just go back a little bit to, to you and then rotate around, because we're jumping all over the place here.

COMMISSIONER WARSKOW: Yes, we are. So, do you have any data, do you have like a similarly laid out, you said you have eleven properties, do you have a similarly?

MR. LUXEM: I have eight drive-thru properties. Most of them are similarly laid out where we're wrapping around the entire building like this. You know, our drive-thru times average under 130 seconds from the time you place your order to the time you leave. And we're doing, you know, the numbers that I pulled that I have off the top of my head is the 5 a.m. to 9 a.m. time period, and I think we are doing somewhere in the neighborhood of 200 to 250 cars in that time

frame. We submitted the --

COMMISSIONER WARSKOW: I guess I'm just more curious how, what your average stacking is from like to six to seven?

MR. LUXEM: My average stacking is normally five cars stacked. I have some that are less and some that are longer. But I, honestly I don't have any back-up problems at any one of my sites for backing up onto the roadway.

COMMISSIONER WARSKOW: Okay, so you're saying five to six cars between six to seven a.m. on your other locations?

MR. LUXEM: Yes, yes.

COMMISSIONER WARSKOW: All right, I think I'll let somebody else ask some questions.

CHAIRMAN WOLFE: Lynn?

COMMISSIONER JENSEN: Well, I, let me go to the issue we've just been talking about tonight. It seemed like a couple of the points that were made by my fellow commissioners, but I would do it the reverse of what Commissioner Dawson suggested. I think I would go to putting it at station five, and then see if the neighbors complain. If the neighbors complain, then you have to go to another alternative. I don't know how you get empirical data on whether the problem with, that can turn things down, but at least you need to explore what you can do technologically.

MR. LUXEM: Sure.

COMMISSIONER JENSEN: But it seems to me keeping it at five, as the village staff recommends, is a good idea. But, I think I'd try to avoid the face-to-face unless there was a significant complaint from the neighborhood. So, that would be how I would deal with, with that issue, and I'll just throw it out for consideration. A couple of questions, I guess this is of staff actually. What is the purpose of the \$1,483 in lieu of, you know, we're at 77, 76 percent of the required capacity, what is the \$1,480 going to do for us that improves the situation in some fashion?

MRS. LOCKERBY: It goes into a general fund that is then used for modifications down the road.

COMMISSIONER JENSEN: So it's like an insurance policy of some sort, it's a general fund, and if you have a problem here you'd use the money here, if you have a problem somewhere else you'd use it there? Are we talking about a form of insurance?

MRS. LOCKERBY: I don't know if it's village wide, or I don't know if it's --

COMMISSIONER SIGALOS: I think it's if you can't, if you can't take all storm water contained on your site, you have, this is an alternative that you can go into this general fund and pay a fee so that you're not containing, if you're not able to contain 100 percent of your storm water on your site. In this case they're able to

contain 76 percent.

COMMISSIONER JENSEN: Right, but does it improve the situation so that ultimately you're contain, you want to keep all the water on the site, you don't want it draining off the site. So, giving \$1,500 to the village, I don't see what that does. It solves nothing other than gives \$1,500 to the village.

MRS. LOCKERBY: But this is, it's a standard operation that we employ with projects that come --

COMMISSIONER SIGALOS: I don't think this is --

COMMISSIONER JENSEN: No, it's not a good solution, but if that's your solution.

COMMISSIONER LORENZINI: We have an answer here.

MR. CROSS: I think I can answer that question.

Obviously we're not containing all the water on-site, we, it has to, we're hauling it back in a detention facility, an underground storage chamber, it is being released into the roadway storm sewer system. And that fee payment is really, when we calculate the storm water retention volume we come up with a certain volume that's needed, and we come up with a certain size restrictor to contain that volume. The village has a minimum size restrictor, which turns out if it is bigger than what we calculate then it means we're releasing some more water and we have to pay the difference. So, it's really, there's some formulas that was provided in the developer manual that very simply just, you know, you can't run these calculations, and it's the excess water that we can't detain because that restrictor has to be up sized to the minimum size. So, it just goes into a storm water fund.

CHAIRMAN WOLFE: So it's kind of a user fee?

MR. CROSS: No, it's not really a user fee, it's just a, I guess you're sort of buying off-site detention somewhere is really what you're doing.

COMMISSIONER JENSEN: Well, you're comfortable that you will not be, there won't be a problem with water off the site that shouldn't be getting off the site?

MR. CROSS: No, because right now there is no detention, so we are going to detain, significantly more than is being detained currently.

COMMISSIONER JENSEN: Oh, okay, so you're going to improve the situation?

MR. CROSS: Oh, yeah, absolutely, yeah. Right now currently it all flows undetained onto Northwest Highway.

COMMISSIONER JENSEN: Okay, I think the last question I have is fairly simple. In looking at the parking, I don't see where the five employees are going to parking, or whether, whether identified in the table, and where are they going to be parking? If you've got nine for customers, then those two that are close to the building.

MS. CARLSON: The two that are close to the building we're going to designate for employees.

CHAIRMAN WOLFE: Can you step up again?

MS. CARLSON: Sorry, I'll do it again. The two that are closest to the building right there we're going to designate employee parking. And then the one on the southern most will be designated employee.

COMMISSIONER JENSEN: Okay that's three, you have five employees, you're hoping two of them will ride together I guess, or what?

MS. CARLSON: We have bike racks for the other two.

COMMISSIONER JENSEN: Bike racks is another problem I had, but that's later.

MRS. LOCKERBY: And Commissioner Jensen, just to point out, our parking ratios they don't, it doesn't separate employee parking and customer parking, it's just an assumed amount for the actual use.

COMMISSIONER JENSEN: So the square footage is what you use and it doesn't matter whether it's customer or employee is what you're saying. Okay, that's good to know, I think I'm through Mike.

CHAIRMAN WOLFE: Bruce?

COMMISSIONER GREEN: A lot of my questions have been answered. Just to springboard off of that, the two spots there by the stacking lane are, are hard to get in and out of. So, obviously they're going to make them employee, as is the one, the first one as you come in, they don't want that space to be coming and going because it would block the ramp coming in. That's why it would be designated as employee. I have a concern, and I think if we can get the wording properly so the drive up window and the noise that's generated from that can be somehow monitored with the apartment dwellers next door. It's kind of a tough thing, I mean how do you do that? If one guy comes in do you have to change it? I mean it's kind of a hard thing to put into an ordinance, you know, but you know what I'm saying. Two, okay. You know, I agree that just moving it from spot five to spot seven is, the sound is the same, the fence won't stop it, it goes through, we all know that. So, if that's a solution that works I think I could accept it if we can get it worded properly. That's all for now.

CHAIRMAN WOLFE: Okay, Commissioner Drost?

COMMISSIONER DROST: I like the project, and I think I also like the recommendation that Susan made. The, it's sort of a work in progress, and for us to try to come up with solutions here I think is sort of too challenging. But I think maybe if we look at it as to, you know, who complained, what, what would you do. Because I think in essence the project is one that should go there, I mean, to occupy an

already vacant site. So, going on maybe we can come up with some kinds of dynamic solutions, you know, ones that, you know, can address issues as they might crop up, understanding that there's a footprint of what is going to exist and that there has to be some adjustments to sound or to queuing up for the, at peak hours. And maybe those can be done within the context of this project. The other question I've got is this, is there a seasonality to this? You know for instance are summer months better than winter months, fall months when the race track is open, and I think that's, you know?

MR. LUXEM: Typically the Dunkin business the fourth quarter is the busiest quarter of the year, October, November, December. The business picks up in September as well. January, February, March are slower months. You know, our business kind of rides a little wave, if we go down in the first quarter of the year we, you know, some of the guys that work for me argue between second and fourth quarter, which is busiest, but we do pick up in the second quarter. Summer we really kind of drop off. It's getting better in this market place with iced coffee picking up as, as a staple for a lot of people switching from hot to iced coffee. But the majority of our business, you know, our peak period is the fourth quarter, October, November, December.

COMMISSIONER DROST: And the marketing has been good, you guys have done a, you know, really a remarkable job with product and you how you've shifted everything sort of from a marketing mentality. And so I think, and again, it is a dynamic, it's one of those kinds of things that you can't kind of legislate at one particular time, we've got to wait until you're sort of on-site. But the basic conceptual piece, you can operate and then tweak it as you go along.

MR. LUXEM: Yeah, our goal is not to obviously impact the neighbors next door to us, I mean they're going to be our potential customers, we're going to do everything we can to make sure that they're happy with us being their neighbor. We're not looking to, I think the McDonalds probably had more noise than Dunkin at certain times. But, you know, that is what it is right now. But we're not looking to alienate anybody.

COMMISSIONER DROST: And you have something called the market forces at work to that will make you adjust to whatever --

MR. LUXEM: Absolutely, if we have to move to face-to-face ordering, then we move to face-to-face ordering. We really believe strongly in this site, that this site in Arlington Heights is in dire need of a, of a Dunkin Donuts.

COMMISSIONER DROST: Dire need. I have no further comment.

CHAIRMAN WOLFE: Joe, Commissioner Lorenzini?

COMMISSIONER LORENZINI: Thank you. I like Commissioner Jensen's recommendation, let's go with the five spot and see what happens. And then let's look at volume controls. For those who were here when we were looking at the McDonalds on Arlington Heights Road and Route 12 we had the same issue. And I think we all agreed that they would turn down the volume at certain times of night. So I think going along those lines would work. And going back to the storm water fee issue, I'd like the money is going into some type of capital fund to make storm improvements further down the road or somewhere else in the village to help, help the situation. That's all.

CHAIRMAN WOLFE: Okay, Commissioner Dawson?

COMMISSIONER DAWSON: I just have one question that I wanted clarification on. Is there a, can you make a left turn out onto Northwest Highway? Is that a right and a left?

MR. CROSS: Yes, it's full access there, yes.

COMMISSIONER DAWSON: And staff didn't have any concerns with the left turn right there?

MRS. LOCKERBY: No.

COMMISSIONER DAWSON: Okay, just that is one of the problems that they have at the Arlington location is that between the window and the road there's only room for one, maybe one and a half cars.

MS. CARLSON: They go straight out.

COMMISSIONER DAWSON: And people go, they pull up to make a left and no one can move. You order, you sit and you can't move until that person makes the left turn. You have a lot more room for cars there, so I don't know that you'll have, and the other thing too, is if at the window your food's not ready they say pull up. So you sit, they sit there, they can't go anywhere, whereas you guys can say pull around, they just say pull up.

CHAIRMAN WOLFE: Sir, can you come up again to the microphone?

MR. LUXEM: In the access, using the easement, if someone wanted not to try to turn left across Northwest Highway, they can go out to Wilke and go to the light and use the light.

COMMISSIONER DAWSON: So, and that, I really like that you can exit that way because I think it'll help a lot.

MR. LUXEM: That, honestly living in this neighborhood and I've lived in this area for my entire life, 40 plus years, I mean I know how hard it is to cut across that traffic and try to get in the right turn lane to go across the tracks and get to the train station, if that's where your destination is, and going through Wilke and waiting for the light will be ideal.

COMMISSIONER DAWSON: In relation to the face-to-face or not, does McDonalds have to do the face-to-face during those hours,

or is McDonalds not open during those hours?

MRS. LOCKERBY: Which, the adjacent?

COMMISSIONER DAWSON: Yeah, the one next to it?

MRS. LOCKERBY: That's not within Arlington Heights.

COMMISSIONER DAWSON: Oh, that's the border. But do you know if it does, does face-to-face or not? So, my thought process on it is to put the burden on the business owner, not the residents. Only because we've had so many residents come to us and say we've complained for years and nothing has ever been done. So, if I was going to put a burden on anyone I would put it on the business owner, and as being a business owner I feel like I, you know, and a resident, I feel comfortable saying that. I would rather see that they, as much as I would be annoyed as a Dunkin Donuts customer have to pull up and do a face-to-face order, I'd rather see you guys try that first between that six to seven and that ten to eleven, then wait and see if the residents. But if this is, if that's what the majority of the commission wants I'll, I'm not going to make a big stink over it, but that would just be my, my preference. That's it.

CHAIRMAN WOLFE: Thank you. Commissioner Sigalos?

COMMISSIONER SIGALOS: Just a couple of questions. Am I correct, you are leasing this property from Dakota K?

MR. LUXEM: Correct.

COMMISSIONER SIGALOS: So, and that's, what, like a ten year, 20 year lease?

MR. LUXEM: Yes, sir.

COMMISSIONER SIGALOS: So any improvements that you're making to it is at your expense, not Dakota K's expense? And that would be like this water, specifically this water line?

MR. LUXEM: Anything, our relationship --

MR. KOBBERNICK: Basically, the building will be our expense, so we'll get the building, we've got the loan for the building. And then we're going to take and get the building done and then lease it.

COMMISSIONER SIGALOS: And lease it to them? And so this water and storm water detention will fall under your expense?

MR. KOBBERNICK: All out of my expense, and that's part of my concern with the way it's done.

COMMISSIONER SIGALOS: While you're here, by the way, I'd like to commend you for what you did for the old gas station that was on the corner, you guys cleaned it up pretty nicely. And this would be a good project, seriously, and this would a good project, I think you'll do very well there. My only other concern is the traffic. Is this site similar in size to other, you mentioned you have eight other locations, is this similar in size overall?

MR. LUXEM: Yeah, 1,500 square feet is a typical

prototype size.

COMMISSIONER SIGALOS: Not the building, I'm talking about the site?

MR. LUXEM: The site?

COMMISSIONER SIGALOS: This is .44 acres I think?

MR. LUXEM: .4 acres, yeah, that is about typical for a Dunkin only. Now there is are Dunkins, you know, the one on Arlington Heights Road is a Dunkin Baskin, so their footprint is a little bit larger. We don't own any Baskins, we only do Dunkins. So this is, site is, you know, similar to what we, we have.

COMMISSIONER SIGALOS: On this site plan I see a little triangular area that, like to the northeast of where those two incoming lanes are from Wilke Road, right, I don't see that on my plan that was given to us. What is that?

MR. CROSS: That is the change. What you're looking at there is the plan that we referenced where it will be, we're going to comply with all the site plan changes. This was actually done this morning. So we included it in the PowerPoint presentation just to show that we have accommodated. So, what that triangle is showing right now, it's providing a bit of a break for the inbound traffic coming off of Wilke. It's going to be a concrete corrugated median so it's going to --

COMMISSIONER SIGALOS: Okay, so it will be concrete, it's not just painted lines?

MR. CROSS: Correct, yeah, but it's going to flush with the ground, so it's going to be something they're going to see but it's not going to stop fire trucks or delivery trucks or anything else coming through.

COMMISSIONER SIGALOS: And the same with the, same designation going out onto Northwest?

MR. CROSS: It will be the same going out.

COMMISSIONER SIGALOS: So that will be concrete and corrugated?

MR. CROSS: Yes.

COMMISSIONER SIGALOS: Raised an inch or two or whatever it is?

MR. CROSS: Yes, so you can get a fire truck, delivery trucks can all drive over it. But, you know, we wanted to put that in there because obviously with the traffic movements there we want to make sure that people recognize that the stripes will eventually fade away, they don't get replaced and then, you know, you get all kinds of chaos there. So the idea is to provide some --

COMMISSIONER SIGALOS: I agree with that, if that was just painted I was going to suggest there be some type of a permanent concrete median. Because again, I could see somebody come in from

Wilke and wanting to turn left there.

MR. CROSS: Yes.

COMMISSIONER SIGALOS: And going into the, the parking area, entering the wrong way.

MR. CROSS: Yeah, we'll have to obviously, when the final drawings, we'll provide some additional signage.

COMMISSIONER SIGALOS: Signage.

MR. CROSS: Directional signage right there.

COMMISSIONER SIGALOS: I don't have anything else, that's all. Thank you.

CHAIRMAN WOLFE: So, what is the traffic flow from Wilke, coming off Wilke? How do they get in?

MR. CROSS: Well, Wilke they'll just come in and just head straight down that property line butting up against the apartment development and then they will have to actually circle around the building in order to get to the drive-thru lane. One of the difficulties with moving the menu board to the fifth spot, I don't know if there's been a question raised about cars perhaps wanting to try to cut over to this, you're going to have to make sure the signage is clear that the drive-thru, you've got to circulate around the building to get to the menu board.

CHAIRMAN WOLFE: And will there be any signage on Wilke?

MR. CROSS: I don't believe there's any -- to allow the signage at Wilke, so I think the answer is no. The first signage would be right in, as you come in on the left side where there's --

CHAIRMAN WOLFE: So if you're coming off Wilke it would just be people know that that's how you get in?

MR. LUXEM: That's the way that the old McDonalds had it.

CHAIRMAN WOLFE: Kate, I know it's been a while, but how did the McDonalds function relative to some of these questions and issues that we have tonight where the, when the McDonalds was occupying that site? Were there problems with stacking, back-up, that sort of thing?

MRS. LOCKERBY: I don't have that information.

CHAIRMAN WOLFE: You don't know, okay. And in terms of the noise mitigation, I agree with the five spot. But I also think that most of the noise will be coming from the cars, that is just my guess. Because the people who are working there are going to know not to be, you know, use loud voices at 11:00 o'clock at night or 2:00 o'clock in the morning, whatever the hours are. Is there any type of sound board, insulating material that is more to absorb sound more than just your typical metal sign?

MS. CARLSON: There is, and there are --

CHAIRMAN WOLFE: Do you use that at most restaurants, or is that something that can be utilized here?

MS. CARLSON: We don't typically do it, but I have looked into it. Actually I have a site that's next to a train track that the speaker post is like, you know, ten feet away from the train. So, we've used it there to block the train sound from the speaker post. So it's a product, you know, you can get it in different thicknesses, it's a polymer product, you can paint it out, it's a nice looking shield if you need it. So, that's something else we could look at if we needed to, you know, and if it became a problem that's something that we could look at.

CHAIRMAN WOLFE: So I would, if you're going to use that five spot I would recommend that you, I don't want to say as a condition, but I really would recommend that you use the most up-to-date sound absorbing material that you can use that will mitigate some of that. Because I think it will be coming from the car. Now they're going to be speaking opposite from the apartments, so that won't, but you know, the sound can bounce off, too. So, I think it would be helpful to mitigate that as much as possible. And do you know what the distance is between the apartment and the, where the cars will be parked and speaking?

MRS. LOCKERBY: I have that in my report, I believe it's 24 feet.

MR. JENSEN: 70 feet.

MRS. LOCKERBY: It's 50 feet to the, 23 feet to the property line, approximately 75 feet to the nearest residential dwelling.

CHAIRMAN WOLFE: So, to the dwelling?

MRS. LOCKERBY: No, no, that's from the speaker.

CHAIRMAN WOLFE: So from speaker point to window of apartment is?

MRS. LOCKERBY: To the building, no, it's 75 feet.

CHAIRMAN WOLFE: 75 feet, okay. I have nothing further. Are there any members of the audience who would like to be heard that have not already spoken? Okay, so we'll turn it back then to the members of the planning commission for any further deliberations or questions or a recommendation. Motion?

COMMISSIONER DAWSON: I'll make a motion.

I will make a motion to recommend to the Village Board of Trustees, recommendation of PC #13-021, a special use for a new Dunkin Donuts restaurant with a drive-thru and an outdoor eating café and to repeal ordinances 74-1119 and 04-066 (repeal of ordinance 81-158 will remain in effect) and a variation from section 11.2 of the zoning regulations to allow a reduction to the minimum required two-way drive aisle

dimension from 24 feet to 18 feet (in the northeast corner).

This approval is contingent upon compliance with the recommendation of the plan commission and the following recommendations detailed in the staff development report dated December 13, 2013:

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1. Prior to the issuance of a building permit, the Petitioner shall pay a fee in lieu of on-site detention in the amount of \$1,483.00.
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Other conditions

4. The interior seating area shall be limited to 192 square feet, with a maximum of 10 seats.
5. The exterior seating area shall be limited to 260 square feet, with a maximum of 12 seats.
6. If traffic issues arise as a result of the face-to-face ordering, the Petitioner shall work with the Village to come up with a reasonable resolution, which may include allowing the use of the menu board during the hours of 10:00 p.m. and 7:00 a.m.
7. If the use of the subject property changes, cross access may be required as set forth in ordinance 11-049.
8. If the drive-thru stacking becomes a traffic issue onto adjacent roadways, as determined by the Village, a median or similar barrier may be required to be provided on site so patrons will need to fully circle the building to enter the drive-thru.
9. The Petitioner shall comply with the November 26, 2013 Design Commission motion unless modified by the Plan Commission and/or Village Board.
10. Prior to the use of the area as an outdoor eating café, the Petitioner shall provide all of the required information as set forth in Section 5.1-11.1F of the Arlington Heights zoning regulations for review and approval.
11. The Petitioner shall comply with all Federal, State, and Village codes, regulations, and policies.

MS. DAWSON: My only recommendation to number six would be a change that we allow the business, if there's a traffic concern related to the face-to-face, that we allow the business to work with the village to come to a solution.

CHAIRMAN WOLFE: Is there?

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

CHAIRMAN WOLFE: Okay, just so we know what we're voting on, because there have been differences of opinion, by going with the motion as made then we're going with the, kind of putting the onus on the operator?

COMMISSIONER DAWSON: Right, this will require the face-to-face.

CHAIRMAN WOLFE: Face-to-face versus the other way we were talking about. So, there has been a motion and a second, Kate you want to take the role?

COMMISSIONER DAWSON: Just to clarify that if they, if there's a traffic concern the village would be allowed to change the face-to-face without having it come back to the planning commission. That's how I was hoping it would be worded.

MRS. LOCKERBY: Okay, so currently it reads drive-thru operations shall be restricted to a face-to-face ordering system that would occur at the pick up window between 10 p.m. and 7 a.m. This restriction will be communicated to patrons via signage at the menu board. And so are you stating just that six to 7:00 o'clock hour as discussed, or are you stating any time they could do, they could do ordering at the, at the board?

COMMISSIONER DAWSON: I don't see a need to restrict it. If there's going to be a problem I think they should be able to come back and work with the village on it. But I think the six to seven is realistically the only time we'll have that problem. But I don't see a need to restrict it.

COMMISSIONER LORENZINI: My opinion was we put the board at spot five and they order off the board continuously and we only go face-to-face if there's a problem.

COMMISSIONER DAWSON: No, but I --

COMMISSIONER LORENZINI: That's what I thought --

CHAIRMAN WOLFE: Let me just clarify. We have a motion --

COMMISSIONER DAWSON: I'm making it the other way.

CHAIRMAN WOLFE: We have a motion, that's what I'm doing. We have a motion and a second, but that motion is to require face-to-face at all times with the, with the --

COMMISSIONER DAWSON: Between 10 p.m. and 7 a.m.

CHAIRMAN WOLFE: Just between 10 p.m. and seven? Okay. With the, with the caveat that if it proves to be a problem with

backing up that they could move --

MRS. LOCKERBY: If there are no concerns with backing up.

CHAIRMAN WOLFE: If there are no concerns then they could move it.

COMMISSIONER DAWSON: No, if it became a traffic concern, the face-to-face, so their concerned with the face-to-face is it's going create a traffic concern, because instead of giving them time to make the food and go through, now you're sitting at the window, you're ordering and now you're making right? So, what I'm saying is if that face-to-face ordering causes traffic concerns that the business owner would be able to come back to the village to come up with modifications potentially to going to ordering off the board without having to come to us for that approval.

COMMISSIONER JENSEN: You're not, so you're not saying that throughout the entire day they have to do face-to-face?

COMMISSIONER DAWSON: No, no, no.

COMMISSIONER JENSEN: Then you have to put times in there is what your point is? It's already there.

COMMISSIONER DAWSON: 10 p.m. to 7 a.m.

COMMISSIONER JENSEN: Okay, that's what she was asking, if you were going with the times in that, in the resolution.

COMMISSIONER DAWSON: No, she asked me that earlier and my answer was that I don't see any reason to restrict it to six to seven only. For the purposes of it I think we can say that at any time, if the face-to-face ordering between those hours becomes a problem the Petitioner can work with the village to come up with a solution, would not require revisiting to the planning commission.

CHAIRMAN WOLFE: And I just want to also get clarification, if this recommendation doesn't pass that that's not final that there could be a second motion. So that wouldn't be, I don't want a final recommendation that's negative, but that there be somebody else can make a up-to-date motion to approve the other way.

COMMISSIONER DAWSON: Commissioners could also vote yes with comment, and comment that they disagree with the one caveat.

CHAIRMAN WOLFE: Then we're not passing it here, we're not affirming it.

COMMISSIONER JENSEN: You can modify that, you can modify that provision.

COMMISSIONER DAWSON: We certainly did it before. I'll go, I will, right. That's my preference is it be, that this is the way we do it. But let's see what everybody says.

CHAIRMAN WOLFE: Well I just want to make sure we're not, I don't want to, I don't want to turn something down and then have it be a dispositive recommendation.

COMMISSIONER DAWSON: Sure, but I think anyone would have the right to make a secondary motion, right?

COMMISSIONER JENSEN: I think you'd modify that.

COMMISSIONER DROST: Yeah, on a second, and we can take it to a vote and if it doesn't pass we can go back to it. But at least we get it to a vote.

COMMISSIONER JENSEN: Right, let's you know what --

CHAIRMAN WOLFE: That's what I want to clarify.

COMMISSIONER DROST: And that's the object here is to get the clarification.

COMMISSIONER JENSEN: Right, exactly.

COMMISSIONER DROST: And those that might second might not be in favor of it.

COMMISSIONER JENSEN: But they're willing to call the question.

CHAIRMAN WOLFE: That's fine, I just want to clarify that there may be a follow-up motion.

COMMISSIONER JENSEN: Yes.

CHAIRMAN WOLFE: Okay, so Kate?

COMMISSIONER DROST: But I think for clarification we just take Sue's six and --

MRS. LOCKERBY: I wanted to check on the language to determine if that's what you were, so if traffic issues arise as a result of the face-to-face ordering the Petitioner shall work with the village to come up with a reasonable resolution.

COMMISSIONER DAWSON: Which may include ordering off the menu board, how about you put that in there, which may include ordering off the menu board during those hours.

MRS. LOCKERBY: Allowing the use of the menu board.

COMMISSIONER LORENZINI: Just a further note, we're talking about, it's five or seven?

COMMISSIONER DAWSON: Five, because it's proposed, they're asking for seven but the actual proposal I think, the condition number one, the site layout shall be revised to address all site related concerns outlined in this report. And one of the site related concerns was that they revise the site location from seven to five. So it's covered.

CHAIRMAN WOLFE: All right, Kate you want to take the roll?

COMMISSIONER SIGALOS: Can you re-read that before we take a roll to say what the final?

MRS. LOCKERBY: **If traffic issues arise as a result of the face-to-face ordering, the Petitioner shall work with the village to come up with a reasonable resolution, which may include allowing the use of the menu board.**

COMMISSIONER DAWSON: During those hours.

CHAIRMAN WOLFE: I just think it's kind of weak, I think it's very weak.

MRS. LOCKERBY: Well, what do you want it to say?

CHAIRMAN WOLFE: It shall work with the village.

MRS. LOCKERBY: Petitioner shall work with the village.

COMMISSIONER DAWSON: It does say shall.

CHAIRMAN WOLFE: Okay, well I've had, go ahead, we can, we can --

COMMISSIONER DAWSON: The only thing I'm thinking is that by the time that comes down maybe there's another resolution that's out there. So I don't want to limit it to only that one resolution.

CHAIRMAN WOLFE: Okay, Kate?

MRS. LOCKERBY: I don't think the motion's been seconded.

COMMISSIONER DROST: It was seconded, yes.

MRS. LOCKERBY: Okay, Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MRS. LOCKERBY: Commissioner Drost.

COMMISSIONER DROST: No.

MRS. LOCKERBY: Commissioner Green.

COMMISSIONER GREEN: Yes.

MRS. LOCKERBY: Commissioner Lorenzini.

COMMISSIONER LORENZINI: No.

MRS. LOCKERBY: Commissioner Warskow.

COMMISSIONER WARSKOW: Yes.

MRS. LOCKERBY: Commissioner Dawson.

COMMISSIONER DAWSON: Yes.

MRS. LOCKERBY: Commissioner Jensen.

COMMISSIONER JENSEN: No, with comment.

MRS. LOCKERBY: And Chairman Wolfe.

CHAIRMAN WOLFE: No, with probably the same comment.

COMMISSIONER DAWSON: Let's do it again.

CHAIRMAN WOLFE: Well, what's the vote?

MRS. LOCKERBY: Four to four.

COMMISSIONER LORENZINI: Can I make a comment? My concern is I, I think what, Chairman, or Commissioner Dawson's recommendation is a good one. But I think it's an inconvenience to the public, because a lot more traffic, if he's got a lot of business before 7:00 o'clock, and believe me they're going to be backing up before seven, and if you can't get your order until you get to the window I just think it's an inconvenience to the public. That's my concern.

COMMISSIONER DAWSON: Well what if you allow the board ordering at 6 a.m.?

CHAIRMAN WOLFE: Well, why don't we just see, I'd like to make --

COMMISSIONER JENSEN: Well, I'd like to, do we do a motion again or do we just discuss it?

CHAIRMAN WOLFE: I think --

COMMISSIONER JENSEN: Okay, well I'd like to make, do we need to read the whole thing again?

COMMISSIONER DAWSON: Can they make their comments? They have to make their comments first

COMMISSIONER JENSEN: I can make a comment. I think that it's very easy to, as we have done a couple of times, to sit around here and imagine what might disturb the neighbors. We did that in the case of Culver's. And I actually went back to Culver's after we put the new driveway in and asked, the guy didn't know who I was, I said how are things working out now that you've got another driveway, and he said I cannot tell you the number of people who have come in here and said thank God you finally opened up a second access and we are now avoiding accidents in the one access. We imagined that the neighbors had a particular view, and quite frankly we had no evidence one way or the other. I don't think it's reasonable to put a condition on a business that actually makes it hard from them to succeed at their business. And so I put the burden on the, on the community, on the neighbors. And they will tell you, they come here and they complain and they, and they will tell you if they have a problem. So that's where I would put the onus on, rather than on the business.

CHAIRMAN WOLFE: I agree with that. My comment is I completely agree with that comment. So, in lieu, or in light of that is there another motion?

COMMISSIONER DAWSON: Well, here's the only concern I have if we go directly to a motion, is that we may end up with a reverse for, for, or another, so I think we need to discuss a resolution before we go to a motion. That's all I'm saying. I don't know that we --

COMMISSIONER JENSEN: To me the resolution --

COMMISSIONER DAWSON: I'm certainly not going to hold the project up over this, because I more than anyone else here wants to see this Dunkin Donuts.

COMMISSIONER JENSEN: The resolution, move it, move it to, resolution is --

COMMISSIONER DAWSON: I already have plans for how it's going to affect my commute in the morning.

COMMISSIONER JENSEN: The resolution is to stay with staff's recommendation of position five, for the order board. But, don't impose the face-to-face ordering unless there is a sufficient complaint from the neighborhood.

COMMISSIONER DAWSON: No, but what I'm saying is that people --

COMMISSIONER LORENZINI: Don't forget about the noise mitigation.

COMMISSIONER JENSEN: Yes, and there should be noise mitigation.

COMMISSIONER DAWSON: What I think I'm saying is that I don't know that all the commissioners here that just voted yes for that one are going to suddenly flip --

COMMISSIONER JENSEN: I don't know either, but the only way you do that is --

COMMISSIONER DAWSON: I know, so I'm just wondering should we discuss it, should we say, should we talk about how people feel about that before we go to a motion?

CHAIRMAN WOLFE: I think we've discussed, I think various people throughout the deliberations have discussed it. And I think that you can make whatever mitigating recommendation you have for noise mitigation or alternatives in your motion just as Susan did in her motion.

COMMISSIONER JENSEN: Well, I think what you'd want to modify six to read is that the drive-thru operation shall be restricted to a face-to-face ordering system, I think you'd want to say something, well, let's see, you've got to put the thing in there about mitigation that you mentioned, Joe, and we would say that we would use this face-to-face ordering system only if there were complaints from the nearby residents. And so I think that's what you had, you had mentioned the face-to-face but it would basically be a fall back contingency.

CHAIRMAN WOLFE: Flip the, the converse of what was suggested.

COMMISSIONER JENSEN: I don't know exactly how you, how we would word that but I'm sure staff is talented in doing that.

CHAIRMAN WOLFE: Okay, Kate do you understand what we're?

MRS. LOCKERBY: Yeah, yeah, Petitioner shall install noise mitigating materials to reduce impacts of drive-thru operations on the adjacent property if there are complaints, significant --

MS. CARLSON: You have to have those approved by the village, right, those have to go through village approval codes when they install it. When they're putting that barrier, that fence up, they don't have to get --

CHAIRMAN WOLFE: Well it's on there, it's the order board right?

MRS. LOCKERBY: No, she's talking about the sound barrier.

MS. CARLSON: No, I'm talking about something, it would

probably be on the fence, something on the fence that would absorb the sound --

MRS. LOCKERBY: I mean quite honestly I've never seen it, so I can't comment but would they have to get a building permit.

COMMISSIONER DROST: Well they do anyway.

COMMISSIONER GREEN: I agree with Lynn's statement that most of the sound comes from the car going towards the building, it's the people yelling at the speaker. So, I think we should listen to your recommendation, we should vote on it.

COMMISSIONER SIGALOS: Can I ask the Petitioner one thing? Is there, at any Dunkin Donuts is there such a thing as putting in a five foot high, ten-foot long area or so at that sound board between the drive-thru lane and where the order lane is to stop --

COMMISSIONER DAWSON: It's a expense when we don't know if it's a problem yet.

MR. LUXEM: I've never seen anything like that at a Dunkin Donuts in a drive-thru lane --

COMMISSIONER SIGALOS: I'm not looking to create a tunnel there, but just something.

MR. LUXEM: Obviously there's fences been put up between Dunkin's and their drive-thru lanes.

CHAIRMAN WOLFE: I think the fall back will be if there's too much noise the fall back is going to be you've got to go to the face-to-face. That's going to be the fall back.

MR. LUXEM: That's fair enough.

COMMISSIONER DAWSON: So are you saying with or without this noise making?

CHAIRMAN WOLFE: I would say forget about the noise making. They're going to their best as a commercial enterprise. Okay.

COMMISSIONER JENSEN: Well I think she is going to read this one, I hope.

MRS. LOCKERBY: If significant complaints regarding the drive-thru noise are made, the Petitioner shall work with the village.

Well, actually no, the Petitioner shall convert their ordering to face-to-face between the hours of --

COMMISSIONER JENSEN: Let me take a stab at it. Why don't we say, drive-thru operations shall be restricted to a face-to-face ordering system only in the event, between 10 p.m. and 7 a.m. in the event that there is sufficient complaints from the nearby neighbors as to noise.

COMMISSIONER DAWSON: And so leaving it up to the village to determine what's a sufficient complaint.

COMMISSIONER JENSEN: And they do with every other thing.

COMMISSIONER DAWSON: I know but that was the problem

that we had.

COMMISSIONER JENSEN: Noise is easier though, I think.

I will make a motion to recommend to the Village Board of Trustees, recommendation of PC #13-021, a special use for a new Dunkin Donuts restaurant with a drive-thru and an outdoor eating café and to repeal ordinances 74-119 and 04-066 (repeal of ordinance 81-158 will remain in effect) and a variation from section 11.2 of the zoning regulations to allow a reduction to the minimum required two-way drive aisle dimension from 24 feet to 18 feet (in the northeast corner).

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

COMMISSION GREEN: I'll second that.

CHAIRMAN WOLFE: All right, please take your roll.

MRS. LOCKERBY: Okay. Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MRS. LOCKERBY: Commissioner Drost.

COMMISSIONER DROST: Aye.

MRS. LOCKERBY: Commissioner Green.

COMMISSIONER GREEN: Yes.

MRS. LOCKERBY: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Yes.

MRS. LOCKERBY: Commissioner Warskow.

COMMISSIONER WARSKOW: Yes.

MRS. LOCKERBY: Commissioner Dawson.

COMMISSIONER DAWSON: Not to be the only holdout, but I'll say yes with comment.

MRS. LOCKERBY: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MRS. LOCKERBY: And Chairman Wolfe.

CHAIRMAN WOLFE: Yes. Your comment, Commissioner Dawson. COMMISSIONER DAWSON: Well, my comment is just, again, I think, well I don't disagree with the comments raised by Commissioner Jensen, I have heard over my tenure here entirely too many public comments that they are consistently ignored by the village. I've heard that both before this board and I've heard that as public individuals who have come to me privately to complain about how many times they called the village and there has been no responsiveness. So, as someone who physically owns a business and understands the ramifications of that, I would rather put the burden on a business owner. And as someone who frequents drive-thrus and does not feel that that's a burden, I would rather see this put on the business owner during this limited, limited amount of hours. I am not holding the project up, because I really want the Dunkin Donuts.

CHAIRMAN WOLFE: Thank you. Okay, you've received a favorable unanimous recommendation from the Village Board for approval of your petition. Kate, do we have a date yet on that petition to be

heard by the Village Board?

MRS. LOCKERBY: Not yet.

CHAIRMAN WOLFE: Okay, so you'll work with the --

MRS. LOCKERBY: We'll have to work with the plan, we'll have to get the counts for the conditions, so we have a few things to do.

CHAIRMAN WOLFE: Okay, thank you. We have a few other things to address, so on your way out if you could, employ some noise mitigation, that would be great.

(Whereupon, the above-mentioned matter was adjourned at 9:07 p.m.)

STATE OF ILLINOIS)
) SS.
COUNTY OF K A N E)

I, RONALD LeGRAND, JR., depose and say that I am a direct record court reporter doing business in the State of Illinois; that I reported verbatim the foregoing proceedings and that the foregoing is a true and correct transcript to the best of my knowledge and ability.

RONALD LeGRAND, JR.

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY OF _____, A.D. 2013.

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BUILDING DEPARTMENT

1

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 13-021
 Petitioner: Dunkin Donuts (CLCDD, LLC)
1519 W. Madison
Chicago, IL 60607
 Owner: Rick Koebernick (Dakota K)
3450 N. Old Arlington Heights Rd
Arlington Heights, IL 60004
 Contact Person: Kitty Carlson OHR Consulting, Inc.
 Address: 1401 Bristol Ave
Westchester, IL 60154
 Phone #: 312 401 1484
 Fax #: kitty@ohrconsulting.com

P.I.N.# 02-25-203-019-0000
 Location: 1818 Northwest Hwy
 Rezoning: Current: b-2 Proposed:
 Subdivision: Current: Proposed:
 # of Lots: Current: Proposed:
 PUD: For:
 Special Use: ✓ For: restaurant w/ DT
 Land Use Variation: For:
 Land Use: Current: Proposed:
 Site Gross Area: 0436 ac/ 19001 SF
 # of Units Total: 1
 1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

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

YES NO

1. VILLAGE BUILDING CODE
2. PRESENT ZONING USE
3. REQUESTED ZONING USE
4. SUBDIVISION REQUIRED
5. SIGN CODE

6. GENERAL COMMENTS:

NO COMMENTS AT THIS TIME.

CHARLEY CRAIG 11-7-13
 Director PLAN REVIEWER Date

BUILDING DEPARTMENT

1A

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

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Land Use Variation: For:
Land Use: Current: Proposed:
Site Gross Area: 0436 ac/ 19001 SF
of Units Total: 1
1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

INSPECTIONAL SERVICES

SEE ATTACHED

RECEIVED

NOV 21 2013

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Paul Bush
Director

11/20/13

Date

MEMORANDUM

TO: Kate Lockerby, Development Planner
FROM: Paul Butt, Fire Safety Inspection Supervisor
DATE: 11/20/13
RE: Dunkin Donuts
1818 W. Northwest Highway
Plan Commission Review – Round 1

I have reviewed the documents submitted for the above referenced project and offer the following comments:

1. Per the 2009 International Building Code, the building will be classified as Use Group "A-2"
2. Per Village Amendment in Chapter 23 to the I.B.C., Section 903.2, an automatic fire sprinkler system shall be required.
3. Location of fire department connection shall be at the main front entrance or as coordinated and approved by the Fire Department.
4. Provide a fire alarm notification system throughout the building.

PUBLIC WORKS DEPARTMENT

2

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

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 Location: 1818 Northwest Hwy
 Rezoning: Current: b-2 Proposed:
 Subdivision: # of Lots: Current: Proposed:
 PUD: For:
 Special Use: ✓ For: restaurant w/ DT
 Land Use Variation: For:
 Land Use: Current: Proposed:
 Site Gross Area: 0.436 ac/ 19001 SF
 # of Units Total: 1
 1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

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

see attached memo dated 11/19/13

RECEIVED

NOV 20 2013

Director

11/19/13
Date

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Memorandum

To: Scott Shirley, Director of Public Works

From: Jeff Musinski, Utilities Superintendent 

Date: November 19, 2013

Subject: 1818 W. Northwest Hwy., P.C. #13-021

With regard to the proposed construction, I have the following comments:

- 1) The existing water service line will be located for size verification. If it is lead, it will need to be replaced with copper regardless of size.
- 2) An approved RPZ must be installed in accordance with Village code.

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. 13-021
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1519 W. Madison
Chicago, IL 60607
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 Land Use Variation: For:
 Land Use: Current: Proposed:
 Site Gross Area: 0436 ac/ 19001 SF
 # of Units Total: 1
 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 X

b. IDOT X

c. ARMY CORP X

d. IEPA X

e. CCHD X

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

SEE COMMENTS

N/A

X

X

X

X

X

GENERAL COMMENTS ATTACHED

PLANS PREPARED BY: CROSS ENGINEERING

DATE OF PLANS: 11-5-13

Director

Date

James J. McNeil 11/14/13

PLAN COMMISSION PC #13-021

Dunkin Donuts

1818 W. Northwest Hwy.

SU Restaurant w/Drive Thru

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 comprehend and accept this understanding.
12. Detention calculations are acceptable. Volume required = 6,083 cu ft. Provided volume (with 2" restrictor) = 4,600 cu ft. Fee in lieu of detention = \$1,483.00
13. Any detention storage system located under pavement must be designed to AASHTO HS-25 loading standard. Proposed storage system must be fully detailed in permit submittal. Clearly show the overflow route for the site.
14. Proposed 2" restrictor must be in a trap in a catch basin. Provide a detail showing the restrictor catch basin. It is strongly suggested that one or more of the proposed inlets be changed to catch basins. Otherwise, all debris will be caught in the restrictor structure and dramatically increase maintenance issues and cost.
15. The pipe in the NW Hwy ROW that the storm sewer is show to be connected to: where does that pipe go?
16. Sanitary manhole #2 is not required and can be eliminated. Show the existing sanitary service being retired at the main.
17. An MWRD permit is required. An IDOT permit is required. Any work in the Wilke Road ROW associated with a possible change in the water service size will require a permit from the Cook County Highway Department.
18. When on-site lighting is proposed, provide a site photometric lighting diagram indicating lighting intensities. Also provide the associated catalog cuts for all roadway, parking lot, and building mounted luminaires. All fixtures must be flat bottom, sharp cut-off, and no wall pack style fixtures will be permitted.
19. Provide an exhibit to engineering scale showing the turning path of the Fire Department's responding vehicle, in this case the tower truck. Exhibit must show front and rear wheel paths and the extent of the front and rear overhangs, as provided in an "Autoturn" exhibit. The vehicle shall be shown maneuvering through the site in all possible directions of travel. Attached are the specifications for the tower apparatus.
20. Fire lanes adjacent to buildings must have a minimum pavement width of 18' to accommodate the tower truck's outriggers. Fire lanes require a heavy duty pavement section. Asphalt pavement section to consist of: 2" Surface, 2-1/4" N-50 Binder, 5" N-30 Binder, and 4" CA-6 Stone Subbase. Concrete driveway apron to be 8" thick.
21. Consider including bicycle racks in development plan to encourage alternate modes of transportation for employees and patrons.

22. Village standard for ADA required detectable warning panels on public sidewalks is East Jordan Iron Works 24"x24" panels, or approved equal. Sidewalk through driveway to take precedence over curb. Stop curb on both sides of the sidewalk.
23. The performance of these facilities in morning peak periods has resulted in significantly higher trip generation than I.T.E. projections. High drive through demand has resulted in back-ups into the adjacent arterial streets. Counts of similar facilities in town must provide real store volumes, (specifically at 122 S. Arlington Heights Road location).
24. The storage bay length from Northwest Highway to the order board will accommodate 6-7 vehicles, which again is similar to other Arlington Heights stores that fill to capacity and cause back-up in through street traffic.
25. The internal intersection on the north where traffic from Wilke Road must merge into the Northwest Highway drive through lane is not geometrically convenient for cars coming from the east to get to the order board.
26. The exit from the drive through lane as it intersects the Northwest Highway driveway is reduced to 13 ft, or only one lane. This bottleneck may cause backups into the drive through lane if a couple of cars have to wait to get out onto Northwest Highway.
27. The traffic report suggests that a 20% by-pass reduction to the trip generation values is being applied for use in the affect to adjacent roadway traffic. However, as mentioned in #1 and #2 above, the negative impact for backups must be explained further. Also clarify why the total trip generation values are not shown on Figures 5A, 5B, and 6.
28. The packet submitted indicated that there was also going to be a Baskin Robins franchise in this building, but the traffic report does not mention this retail trip generation contribution. Are there any other vendors anticipated for this store?


James J. Massarelli, P.E. 4/14/13
Director of Engineering Date

Attachments:

Fire Apparatus Tower 131 Specifications (1 page)



Arlington Heights Fire Department Plan Review Sheet

P. C. Number 13-021

Project Name

Dunkin Donuts

Project Location

1818 W. NWHWY

Planning Department Contact Kate Lockerby

General Comments

The fire department requests the following:

- 1) Building to be sprinkled.
- 2) Knox box adjacent to the front entrance.
- 3) A fully functional annunciator or alarm panel located at the front entrance.
- 4) Fire department connection (FDC) to be located on the front of the building.
- 5) Fire hydrant located within 100' of the FDC.

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

Date Nov. 19, 2013

Reviewed By: _____

Lt. Andrew Larson

Arlington Heights Fire Department

5

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

DEPARTMENT PLAN REVIEW SUMMARY

Dunkin Donuts
1818 W. Northwest Highway
Special Use for a Restaurant with Drive-thru

Round 1 Review Comments

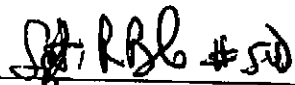
11/18/2013

1. **Character of use:**
The Dunkin Donuts will occupy a new building. The character of use is consistent with the area and is not a concern.
2. **Are lighting requirements adequate?**
Lighting should be up to Village of Arlington Heights code.
3. **Present traffic problems?**
There are no traffic problems at this location.
4. **Traffic accidents at particular location?**
This is not a problem area in relation to traffic accidents.
5. **Traffic problems that may be created by the development.**
This development should not create any traffic problems.
6. **General comments:**
None



DOUGLAS HAJEK, Crime Prevention Officer
Community Services Bureau

Approved by:



Supervisor's Signature

HEALTH SERVICES DEPARTMENT

6

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION.

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Subdivision:
of Lots: Current: Proposed:
PUD: For:
Special Use: ✓ For: restaurant w/ DT
Land Use Variation: For:

Land Use: Current:
Proposed:
Site Gross Area: 0.436 ac/ 19001 SF
of Units Total: 1
1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

1. GENERAL COMMENTS:

See the attached requirements for plans at the Building Permit submission stage.
No comments from the Disability Services Coordinator.

RECEIVED
NOV 07 2013
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Jeff Bohner

11/7/13

Environmental Health Officer

Date

James McCalister

11/7/13

for

Direc
Date

ZONING REQUIREMENTS

1. The Plan Commission must review and the Village Board must approve the following action:
 - **Special Use for a Restaurant with Drive Through**
 - **Repeal Special Use Ordinances 74-119 and 04-066. The prior repeal of Ordinance 81-158 will remain in effect.**

General Comments

1. What type of food preparation will occur at this location? Will donuts be prepared on site or elsewhere?
2. Please note Section 5.1-11.1h requires all deliveries and loading related activities, as well as parking lot sweeping in the service area, directly abutting a residential property, shall not be permitted between the hours of 10:00 pm and 7:00 am. Please provide information regarding trash collection operations. Also, please provide the size of the anticipated delivery vehicles and the way in which they will access the site, unload and exit the site.
3. Please provide the maximum number of employees per shift (you provided a number of 15, which would be a total number).
4. As previously requested, who owns the Dry Cleaner parcel immediately to the east of the subject property?

Required Cross-Connection with Dakota K's

1. It is noted that the proposed plan does not provide a cross connection with Dakota K's as required per Ordinance 11-049. The Staff Development Committee has reviewed the proposed plans and agrees that the required cross connection is not necessary at this time. However, we are not recommending the amendment of Ordinance 11-049 at this time. Further, there will be a condition of the staff recommendation that if the use changes, cross access may be required as set forth in Ordinance 11-049.

Site Plan

1. It appears that the proposed pavement dimension of the easement to Wilke Road, as measured from guard rail to guard rail, is approximately 18 feet. As such, the access off of Wilke Road shall be maintained as one way, the direction of which will need to be further evaluated.
2. Please evaluate the trash enclosure as it relates to site lines of vehicles.
3. There is an existing partial fence along the east property line that is in poor condition. Is this proposed to be removed at this time?
4. The southern-most parking stall on the site is approximately 7 feet from the property line and will require a car to back over the public sidewalk onto the right of way to exit the parking stall. This parking stall shall be removed from the plan.
5. Please review Section 5.1-11.1f of the Zoning Regulations (outdoor eating cafes). These requirements can either be reviewed now or separately as part of an administrative process, prior to the use of the area as an outdoor eating café.
6. The proposed water line extends over the adjacent property to the east. An easement shall be established over the proposed line, with approval from the adjacent property owner.
7. As discussed, the fire turning exhibit as required by Engineering Department comment #20 must be submitted for review as soon as possible. This plan will also help evaluate whether any changes to the drive aisle on the south side of the building are necessary (i.e. widening of this drive aisle, etc).

Traffic Impact Study

1. Page 3 refers to Northwest Highway as a minor arterial and Wilke Road as a major collector. Please note Northwest Highway is a major arterial and Wilke Road is a secondary arterial, based on Arlington Heights' designations.

Signage and Speaker Details

1. Please note the proposed signage does not meet Code and is reviewed separately.

2. You provided information regarding the proposed speaker volumes and the propagation of noise as it would relate to the adjacent residential properties. Please note, a condition of any recommendation to the Plan Commission will be "Between the hours of 10:00 pm and 6:00 am, drive-through operations shall be restricted to a face-to-face ordering system which will occur at the pick-up window. This restriction shall be communicated to the patrons via signage at the menu board. If the Village determines that a problem has arisen, the petitioner shall make every effort to resolve such problem to the satisfaction of the Village. Possible resolution may include, but shall not be limited to, changing the face-to-face drive-through hours to 10:00 pm to 7:00 am."

Landscape and Tree Preservation Plans

1. Please see the attached comments from Derek Mach, Landscape Planner (sheet 7A).


Development Planner

11/22/13
Date

1818 W. Northwest Highway
PC 13-021
November 21, 2013

Landscape Issues

- 1) Near the trash enclosure increase the height of the landscaping in order to screen the enclosure.
- 2) Along the front elevation Yews are proposed. The petitioner may want to consider a more salt tolerant shrub.
- 3) It is recommended that the petitioner provide a curb and incorporate landscaping within the striped area in the northwest corner.
- 4) In the southeast corner along the east property infill with landscaping where space permits.
- 5) A tree fee of \$4 per lineal foot for frontage must be provided as part of the building permit process and a landscape compliance bond of 30% of the estimated landscape cost.

PUBLIC WORKS DEPARTMENT

2

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 Land Use: Current:
Proposed:
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 1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

EXISTING
IMPROVEMENTREQUIRED
IMPROVEMENTCOMMENTS1. UTILITIES:

Water

Metering

Backflow

Sanitary Sewer

Storm Sewer

X

X

X

X

X

Need to verify incoming line size

NEED TO VERIFY incoming line

2. SURFACE:

Pavement

Curb & Gutter

Sidewalks

Street Lighting

3. GENERAL COMMENTS:

See attached memo dated 12/10/13

RECEIVED

DEC 11 2013

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Donna Hump Director

12/10/13

Date

**Village of Arlington Heights
Public Works Department**

Memorandum

To: Scott Shirley, Director of Public Works

From: Jeff Musinski, Utilities Superintendent

Date: December 10, 2013

Subject: 1818 W. Northwest Hwy., P.C. #13-021 Round 2

With regard to the proposed construction, I have the following comments:

- 1) If the existing water service line is going to be replaced, the existing water service will need to be shut off at the water main on Wilke.
- 2) An approved RPZ must be installed in accordance with Village code.

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

C. file

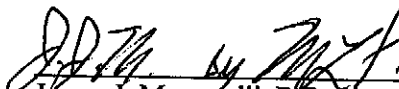
5
RECEIVED

DEC 11 2013

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

**PLAN COMMISSION PC #13-021
Dunkin Donuts
1818 W. Northwest Hwy.
SU Restaurant w/Drive Thru
Round 2**

29. The responses made by the petitioner to comments #11-17, 19-22, 26 & 28 are acceptable.
30. The response made by the petitioner to comment #18 is unclear in that there are 4 fixtures shown on the Luminaire Schedule. The first two, are represented by symbols on each side of the Northwest Highway, however the schedule does not provide lamp lumen levels. Also no fixtures catalog cuts have been provided for review and approval.
31. The response made by the petitioner to comment #23 is unacceptable. After speaking with the petitioner he was going to be speaking with the owners on 122 S. Arlington Heights Road to obtain peak hour traffic count data and sales figures. This information has not been included for this second round review.
32. The response made by the petitioner to comment #24 is unacceptable. Neither the revised update from the traffic consultant or the information that was to be forthcoming from the petitioner provides similar store trip generation to address peak hour site storage on site.
33. The response made by the petitioner to comment #25 is only partially understood. The decision to make traffic from Wilke Road one way westbound only seems to have been finalized. Therefore, signage at the merge point near the order board should clearly indicate that this Wilke Road traffic must circulate the building in order to properly gain access to the order board, or park to go into the building.
34. The response made by the petitioner to comment #27 is unacceptable. No response has been directly made to this issue which is a critical topic. Additionally the follow up memorandum and revised figures showing site generated traffic continue to show two way volume projections at the Wilke Road driveway.


James J. Massarelli, P.E. 12-11-13
Director of Engineering Date

Fee in lieu of detention = \$1,483.00

Dunkin Donuts,
1818 W. Northwest Highway
T.J.P. 1/13/14

1. The driveway onto U.S. 14 is shown to be completely reconstructed, which will require an IDOT permit.
2. The vacillation regarding the vehicular access through the alley connecting to Wilke Road is now showing this 18 ft wide pavement as being two way again. This change again to use this substandard width pavement would require a variation.
3. What are the dimension and sign sizes of the two signs on the east and west sides of the U.S. 14 driveway. It is unclear if this will cause sight distance issues.
4. There is no signage or limitation that would disallow the traffic entering the site from Wilke Road from trying to gain immediate access to the order board where it is now placed. It is presumed that the Wilke Road customers have to circle the store in order to line up properly in the drive-thru lane. Signage should be placed to reinforce this.
5. The traffic counts provided verify the intense use of the drive-thru capabilities of the 122 S. Arlington Heights Road store that are significantly higher than the original traffic report submitted projected. It is the highest volume of the stores provided by the Dunkin Donuts representative. While it is unclear if this store capacity will be as high as the Arlington Heights Road store, provisions and countermeasures to manage excessive drive-thru lane back-up onto U.S 14 must be provided. A breakdown of the percentage of customers coming from Wilke Road and U.S. 14 to get some idea about how many arrivals would be on each driveway would help, and since the site has two driveways the total volume to be serviced, (if it approaches the popularity of the A.H. Rd. store), has additional storage length.
6. The representative mentions that the back-up caused by customers not being able to get out onto the main street when exiting, but this site has a similar short distance from the service window to a major arterial street with similar congestion. With the exit distance not being that much greater, and cycling the Wilke Road drive-thru traffic around the restaurant, the potential to congest the exit point just as severely affected.



OHR



December 11, 2013

Kate Lockerby
Development Planner
Village of Arlington Heights
33 South Arlington Heights Rd.
Arlington Heights, IL 60005-1499

RECEIVED

DEC 12 2013

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Re: Dunkin Donuts
1818 W. Northwest Highway
PC# 13-021
1st Round Departmental Comments.

Dear Ms. Lockerby,
Enclosed are the responses to the 1st round of comments. Revised drawings will be submitted under separate cover.

Department of Planning and Community Development
Kate Lockerby
Development Planner

General Comments:

1. What type of food preparation will occur at this location? Will donuts be prepared on site or elsewhere
 - a. Donuts will be prepared on-site. Additional food items will be prepared off-site and assembled on-site and in some cases toasted in a convection oven.
2. Please note Section 5.1-11.1h requires all deliveries and loading related activities, as well as parking lot sweeping in the service area, directly abutting a residential property, shall not be permitted between the hours of 10:00 pm and 7:00 am. Please provide information regarding trash collection operations. Also, please provide the size of the anticipated delivery vehicles and the way in which they will access the site, unload and exit the site.
 - a. Delivery hours are noted. Trash collection will be 3 times per week. Please see attached layout for delivery route on site.
3. Please provide the maximum number of employees per shift (you provided a number of 15, which would be a total number).
 - a. Maximum employees per shift: 5
4. As previously requested, who owns the Dry Cleaner parcel immediately to the east of the subject property?
 - a. Dry Cleaner property is owned by Jae and June Yew. Rick Koebernick is preparing a revised easement to include the existing water line currently crossing their property just south of the existing easement.

Required Cross-Connection with Dakota K's

5. It is noted that the proposed plan does not provide a cross connection with Dakota K's as required per Ordinance 11-049. The Staff Development Committee has reviewed the proposed plans and agrees that the required cross connection is not necessary at this time. However, we are not recommending the amendment of Ordinance 11-049 at this time. Further, there will be a



OHR



condition of the staff recommendation that if the use changes, cross access may be required as set forth in Ordinance 11-049.

- a. Noted.

Site Plan

6. It appears that the proposed pavement dimension of the easement to Wilke Road, as measured from guard rail to guard rail, is approximately 18 feet. As such, the access off of Wilke Road shall be maintained as one way, the direction of which will need to be further evaluated.
 - a. Access has been revised to show inbound traffic only
7. Please evaluate the trash enclosure as it relates to site lines of vehicles.
 - a. The trash enclosure is located for ease of truck access and is shielded by tall landscaping.
8. There is an existing partial fence along the east property line that is in poor condition. Is this proposed to be removed at this time?
 - a. The partial fence is located on the adjacent property. We will coordinate with that property owner to replace the fence.
9. The southern-most parking stall on the site is approximately 7 feet from the property line and will require a car to back over the public sidewalk onto the right of way to exit the parking stall. This parking stall shall be removed from the plan.
 - a. Parking layout has been revised.
10. Please review Section 5.1-11.1f of the Zoning Regulations (outdoor eating cafes). These requirements can either be reviewed now or separately as part of an administrative process, prior to the use of the area as an outdoor eating café.
 - a. Can it be reviewed now without holding up the rest of the project?
11. The proposed water line extends over the adjacent property to the east. An easement shall be established over the proposed line, with approval from the adjacent property owner.
 - a. The owners are revising the easement to include the area where the water line crosses the property.
12. As discussed, the fire turning exhibit as required by Engineering Department comment #20 must be submitted for review as soon as possible. This plan will also help evaluate whether any changes to the drive aisle on the south side of the building are necessary (i.e. widening of this drive aisle, etc.).
 - a. Fire turning radius exhibit is attached.

Traffic Impact Study

13. Page 3 refers to Northwest Highway as a minor arterial and Wilke Road as a major collector. Please note Northwest Highway is a major arterial and Wilke Road is a secondary arterial, based on Arlington Heights' designations.
 - a. Noted

Signage and Speaker Details

14. Please note the proposed signage does not meet Code and is reviewed separately.
 - a. Do we need a variance to add a sign and if so, does it have to go through this process again?
15. You provided information regarding the proposed speaker volumes and the propagation of noise as it would relate to the adjacent residential properties. Please note, a condition of any recommendation to the Plan Commission will be "Between the hours of 10:00 pm and 6:00 am, drive-through operations shall be restricted to a face-to-face ordering system which will occur at the pick-up window. This restriction shall be communicated to the patrons via signage at the menu board. If the Village determines that a problem has arisen, the petitioner shall make every effort to resolve such problem to the satisfaction of the Village. Possible resolution may include,

but shall not be limited to, changing the face-to-face drive-through hours to 10:00 pm to 7:00 am.”

- a. Face to face ordering between the hours of 5:00 am and 6:00 am could cause delays and potential back-up of cars in the queue. The revised plans show the menu board and speaker relocated so the speaker is facing the dry cleaner property instead of the apartment building. This should reduce any sound spillage onto the neighboring property.

Landscape Issues:

- 16. Near the trash enclosure increase the height of the landscaping in order to screen the enclosure.
 - a. The height of the plants have been revised around the trash enclosure
- 17. Along the front elevation Yews are proposed. The petitioner may want to consider a more salt tolerant shrub.
 - a. Shrub species has been revised
- 18. It is recommended that the petitioner provide a curb and incorporate landscaping within the striped area in the northwest corner.
 - a. Curbing and landscaping has been added
- 19. In the southeast corner along the east property infill with landscaping where space permits.
 - a. Landscaping has been added
- 20. A tree fee of \$4 per lineal foot for frontage must be provided as part of the building permit process and a landscape compliance bond of 30% of the estimated landscape cost.
 - a. Noted

Engineering Department
James J. Massarelli, PE
Director of Engineering

- 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 comprehend and accept this understanding.
 - a. Noted
- 12. Detention calculations are acceptable. Volume required= 6,083 cu ft. Provided volume (with 2" restrictor) = 4,600 cu ft. Fee in lieu of detention = \$1,483 .00
 - a. Noted
- 13. Any detention storage system located under pavement must be designed to AASHTO HS-25 loading standard. Proposed storage system must be fully detailed in permit submittal. Clearly show the overflow route for the site.
 - a. Noted
- 14. Proposed 2" restrictor must be in a trap in a catch basin. Provide a detail showing the restrictor catch basin. It is strongly suggested that one or more of the proposed inlets be changed to catch basins. Otherwise, all debris will be caught in the restrictor structure and dramatically increase maintenance issues and cost.
 - a. The restrictor is noted to be in a trap. Details will be provided at Final Engineering. We concur with your comments regarding changing inlets to catch basins and have revised two inlets to catch basins.



OHR



15. The pipe in the NW Hwy ROW that the storm sewer is show to be connected to: where does that pipe go?
 - a. This pipe is part of the Northwest Highway drainage system and connects to an IDOT storm sewer located on the south side of the right-of-way.
16. Sanitary manhole #2 is not required and can be eliminated. Show the existing sanitary service being retired at the main.
 - a. Noted. The referenced manhole has been eliminated.
17. An MWRD permit is required. An IDOT permit is required. Any work in the Wilke Road ROW associated with a possible change in the water service size will require a permit from the Cook County Highway Department.
 - a. Noted
18. When on-site lighting is proposed, provide a site photometric lighting diagram indicating lighting intensities. Also provide the associated catalog cuts for all roadway, parking lot, and building mounted luminaires. All fixtures must be flat bottom, sharp cut-off, and no wall pack style fixtures will be permitted.
 - a. A Photometric plan has been included.
19. Provide an exhibit to engineering scale showing the turning path of the Fire Department's responding vehicle, in this case the tower truck. Exhibit must show front and rear wheel paths and the extent of the front and rear overhangs, as provided in an "Autoturn" exhibit. The vehicle shall be shown maneuvering through the site in all possible directions of travel. Attached are the specifications for the tower apparatus.
 - a. Turning radius exhibit has been added. Per our discussion with Mr. Butt, the fire truck only needs to be able to access the east side of the building.
20. Fire lanes adjacent to buildings must have a minimum pavement width of 18' to accommodate the tower truck's outriggers. Fire lanes require a heavy duty pavement section. Asphalt pavement section to consist of: 2" Surface, 2-1/4" N-50 Binder, 5" N-30 Binder, and 4" CA-6 Stone Sub base. Concrete driveway apron to be 8" thick.
 - a. Noted
21. Consider including bicycle racks in development plan to encourage alternate modes of transportation for employees and patrons.
 - a. Bicycle racks have been added
22. Village standard for ADA required detectable warning panels on public sidewalks is East Jordan Iron Works 24"x24" panels, or approved equal. Sidewalk through driveway to take precedence over curb. Stop curb on both sides of the sidewalk.
 - a. Plan has been revised to show this
23. The performance of these facilities in morning peak periods has resulted in significantly higher trip generation than I.T.E. projections. High drive through demand has resulted in back-ups into the adjacent arterial streets. Counts of similar facilities in town must provide real store volumes, (specifically at 122 S. Arlington Heights Road location).
 - a. Tom Ponsot, the Traffic Engineer for VAH, said we could supply him with actual sales per hour and what the actual serving cycle is during peak hours at the Dunkin on Arlington Heights Rd. or a similar restaurant, he should be able to get the numbers that he is looking for without having to do an additional traffic study. Here is that information for 5 similar stores:
 - i. Busiest DT store between 4am-10am average 295 cars per day
 - ii. average service time 122 seconds
 - iii. Willow Springs IL - 260 / 124
 - iv. Monee IL – 241/131 – this store does Dunkin average in weekly sales
 - v. Manteno IL - 183/143



OHR



- vi. Kankakee IL – 131/147
- vii. Cicero IL – 295/122
- 24. The storage bay length from Northwest Highway to the order board will accommodate 6-7 vehicles, which again is similar to other Arlington Heights stores that fill to capacity and cause back-up in through street traffic.
 - a. This site is deeper than the site at 122 S. Arlington Heights Rd. It will accommodate approx. 4 more cars between the menu board and the window and at least one additional vehicle, with a total of approximately 14 cars from the window to the entrance from Northwest Highway.
- 25. The internal intersection on the north where traffic from Wilke Road must merge into the Northwest Highway drive through lane is not geometrically convenient for cars coming from the east to get to the order board.
 - a. Please see revised plans
- 26. The exit from the drive through lane as it intersects the Northwest Highway driveway is reduced to 13 ft, or only one lane. This bottleneck may cause backups into the drive through lane if a couple of cars have to wait to get out onto Northwest Highway.
 - a. The lane has been widened.
- 27. The traffic report suggests that a 20% by-pass reduction to the trip generation values is being applied for use in the affect to adjacent roadway traffic. However, as mentioned in #1 and #2 above, the negative impact for backups must be explained further. Also clarify why the total trip generation values are not shown on Figures SA, SB, and 6.
 - a. See attached
- 28. The packet submitted indicated that there was also going to be a Baskin Robins franchise in this building, but the traffic report does not mention this retail trip generation contribution. Are there any other vendors anticipated for this store?
 - a. There is no baskin robbins planned for this store now or in the future. It is planned for a Dunkin Donuts only.

Fire Department
Lt. Andrew Larson

- 1. Building to be sprinkled.
 - a. Will comply
- 2. Knox box adjacent to the front entrance.
 - a. Will comply
- 3. A fully functional annunciator or alarm panel located at the front entrance.
 - a. Will comply
- 4. Fire department connection (FDC) to be located on the front of the building.
 - a. A FDC has been shown at the southwest corner of the building facing Northwest Highway.
- 5. Fire hydrant located within 100' of the FDC.
 - a. Per conversation with Lt. Andrew Larson, the fire hydrant located in front of the McDonalds on Northwest Highway is deemed adequate to meet this requirement.

Paul Butt, Fire Safety Inspection Supervisor

- 1. Per the 2009 International Building Code, the building will be classified as Use Group "A-2"
 - a. noted



OHR



2. Per Village Amendment in Chapter 23 to the LB. C., Section 903.2, an automatic fire sprinkler system shall be required.
 - a. An Automatic sprinkler system will be installed
3. Location of fire department connection shall be at the main front entrance or as coordinated and approved by the Fire Department.
 - a. Will comply
4. Provide a fire alarm notification system throughout the building.
 - a. Will Comply

Public Works Department
Scott Shirley, Director of Public Works

1. The existing water service line will be located for size verification. If it is lead, it will need to be replaced with copper regardless of size.
 - a. A note referencing this requirement has been added to the plans.
2. An approved RPZ must be installed in accordance with Village code.
 - a. Will Comply

Please let me know if there are any further items.
Sincerely,

Kitty Carlson
OHR Consulting, Inc.

Memorandum

To: Ms. Kitty Carlson, OHR Consulting, Inc.

From: Lynn M. Means, P.E., PTOE, Project Manager + Senior Transportation Engineer

Date: December 9, 2013

Re: Dunkin' Donuts, Northwest Highway (US Route 14), Arlington Heights, IL

Project No: 13-03-3990

Sam Schwartz Engineering, D.P.C. (SSE) was retained by OHR Consulting, Inc. to conduct a traffic impact study for the proposed Dunkin' Donuts with drive-thru facility located on Northwest Highway (US Route 14) near Wilke Road in Arlington Heights, Illinois. As proposed, the project consists of the construction of a 1,498 square-foot coffee/donut shop with a drive-thru window. A traffic impact study (dated October 18, 2013) had been prepared for the proposed development.

It is our understanding that the site plan has been modified to restrict the Wilke Road access to entrance only. Additional site plan modifications include widening of the drive aisle along the south side of the site from 13 to 16 feet, relocating the front door from the south side to the east side of the building, relocating the ADA parking stalls to be opposite the front door, and moving back the menu two car lengths. Accordingly, SSE reviewed the updated Preliminary Site Plan (Dated December 6, 2013) and the Fire Truck Turning Exhibit prepared by Cross Engineering & Associates, Inc. to ensure that vehicles can adequately circulate within the site.

Capacity analyses were conducted under future conditions based on the updated site plan, which assumes all of the site-generated traffic would egress the site via Northwest Highway. The output worksheets used for these analyses are attached. Based on these analyses, acceptable levels of service are anticipated for all approaches (LOS "D" or better). All turning movements are expected to operate below capacity and 95th-percentile vehicle queue lengths are not expected to exceed two vehicles on the site driveway approach to Northwest Highway, which will not affect Northwest Highway mainline traffic or on-site circulation. The widened drive aisle (to 16 feet) provides for sufficient width to permit a vehicle to re-circulate the site in the unlikely event the exiting queue extends into the drive aisle.

The two parking stall on the north side of the building will be designated as employee parking. Although as indicated in the traffic study, drive-thru stacking is not anticipated to exceed seven vehicles, using these spaces for employees will not disrupt on site circulation in the unlikely event the parking spaces are blocked by the drive-thru queue.

Relocating the menu board also provides for adequate operations; previous studies/observations at similar coffee/donut shop developments in the Chicagoland area have revealed that providing a minimum of four car spacing between the drive-thru window and the menu board provides for optimal operations/minimizing drive-thru stacking.

The location of the ADA parking stall provides for the shortest distance between the parking stalls and the front door.

Accordingly, based on our review of the updated plans, safe and efficient traffic operations can be anticipated on site.

TWO-WAY STOP CONTROL SUMMARY

General Information			Site Information	
Analyst	SSE		Intersection	US 14 (NW Hwy) & Site Access
Agency/Co.	SSE		Jurisdiction	IDOT
Date Performed	12/6/2013		Analysis Year	2019 Total Traffic
Analysis Time Period	Weekday PM Peak			

Project Description 13-03-3990

East/West Street: US 14 (NW Hwy)

North/South Street: Site Access

Intersection Orientation: East-West

Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	11	839			1217	17
Peak-Hour Factor, PHF	0.95	0.95	1.00	1.00	0.95	0.95
Hourly Flow Rate, HFR (veh/h)	11	883	0	0	1281	17
Percent Heavy Vehicles	2	--	--	0	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	2	0	0	2	0
Configuration	LT	T			T	TR
Upstream Signal		0			1	

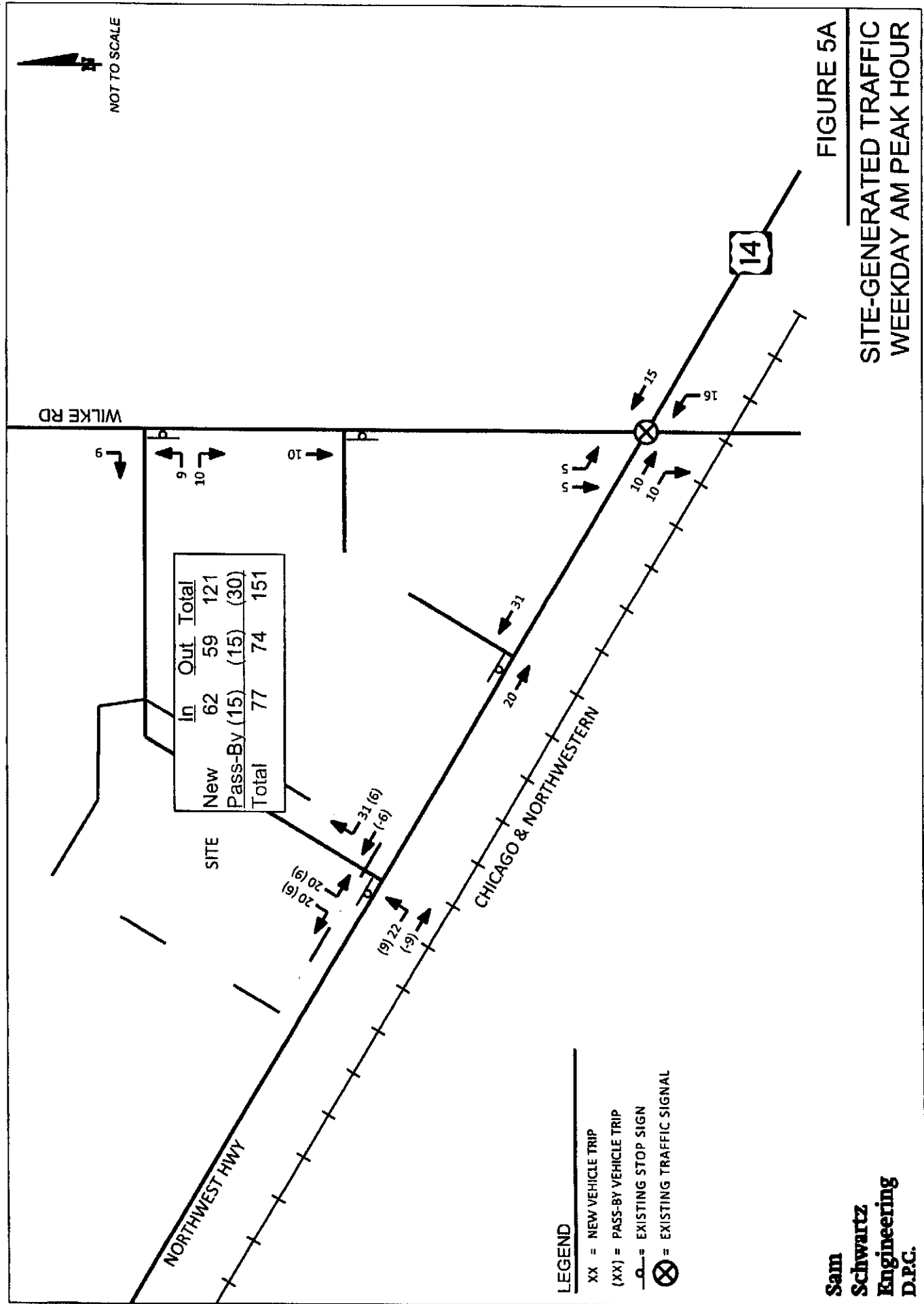
Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				20		17
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.95	1.00	0.95
Hourly Flow Rate, HFR (veh/h)	0	0	0	21	0	17
Percent Heavy Vehicles	0	0	0	2	0	2
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration					LR	

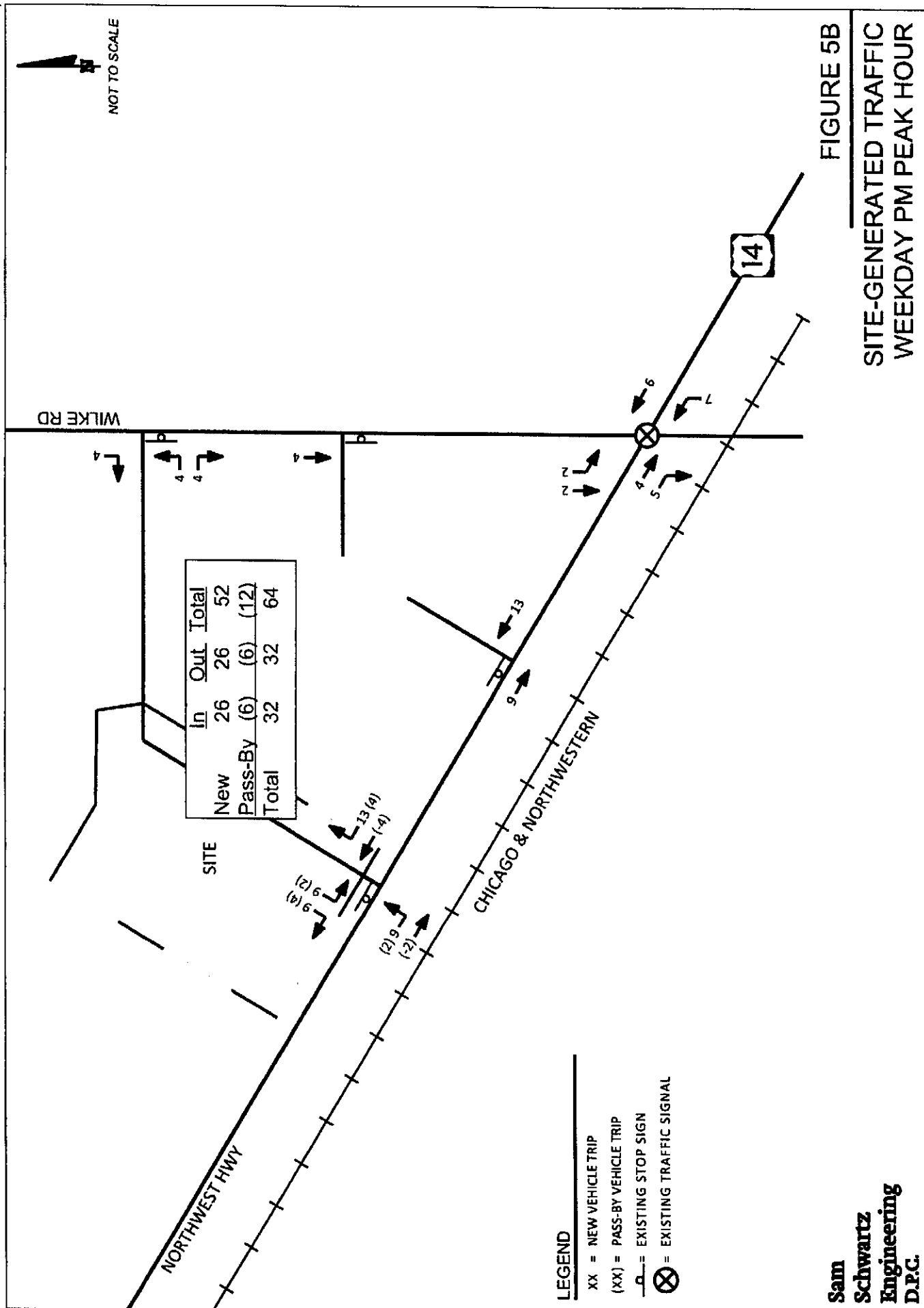
Delay, Queue Length, and Level of Service

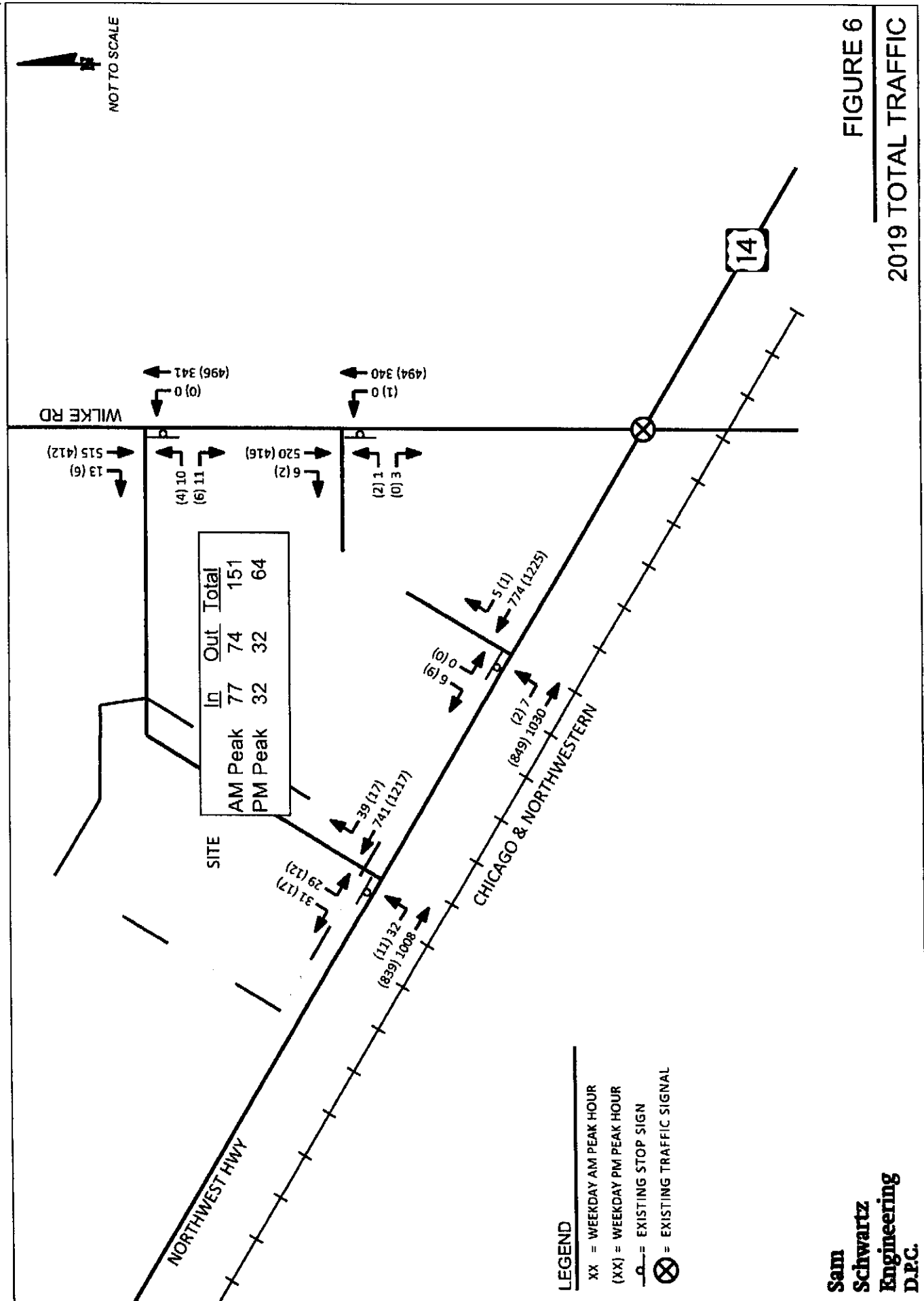
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LT						LR	
v (veh/h)	11						38	
C (m) (veh/h)	653						175	
v/c	0.02						0.22	
95% queue length	0.05						0.80	
Control Delay (s/veh)	10.6						31.2	
LOS	B						D	
Approach Delay (s/veh)	--	--				31.2		
Approach LOS	--	--				D		

TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information			
Analyst	SSE			Intersection	US 14 (NW Hwy) & Site Access		
Agency/Co.	SSE			Jurisdiction	IDOT		
Date Performed	12/6/2013			Analysis Year	2019 Total Traffic		
Analysis Time Period	Weekday AM Peak						
Project Description 13-03-3990							
East/West Street: US 14 (NW Hwy)				North/South Street: Site Access			
Intersection Orientation: East-West				Study Period (hrs): 0.25			
Vehicle Volumes and Adjustments							
Major Street	Eastbound			Westbound			
Movement	1	2	3	4	5	6	
	L	T	R	L	T	R	
Volume (veh/h)	32	1008			741	39	
Peak-Hour Factor, PHF	0.95	0.95	1.00	1.00	0.95	0.95	
Hourly Flow Rate, HFR (veh/h)	33	1061	0	0	780	41	
Percent Heavy Vehicles	2	--	--	0	--	--	
Median Type	Undivided						
RT Channelized			0			0	
Lanes	0	2	0	0	2	0	
Configuration	LT	T			T	TR	
Upstream Signal		0			1		
Minor Street	Northbound			Southbound			
Movement	7	8	9	10	11	12	
	L	T	R	L	T	R	
Volume (veh/h)				48		31	
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.95	1.00	0.95	
Hourly Flow Rate, HFR (veh/h)	0	0	0	50	0	32	
Percent Heavy Vehicles	0	0	0	2	0	2	
Percent Grade (%)	0			0			
Flared Approach		N			N		
Storage		0			0		
RT Channelized			0			0	
Lanes	0	0	0	0	0	0	
Configuration					LR		
Delay, Queue Length, and Level of Service							
Approach	Eastbound	Westbound	Northbound			Southbound	
Movement	1	4	7	8	9	10	11
Lane Configuration	LT						LR
v (veh/h)	33						82
C (m) (veh/h)	925						235
v/c	0.04						0.35
95% queue length	0.11						1.49
Control Delay (s/veh)	9.0						28.3
LOS	A						D
Approach Delay (s/veh)	--	--				28.3	
Approach LOS	--	--				D	









Village of Arlington Heights

33 South Arlington Heights Road
Arlington Heights, Illinois 60005-1499
(847) 368-5000
Website: www.vah.com

January 21, 2014

TO THE PRESIDENT AND
MEMBERS OF THE BOARD OF TRUSTEES
ARLINGTON HEIGHTS, ILLINOIS

Property: Dunkin Donuts
1818 W. Northwest Highway
Arlington Heights, IL 60004
DC# 13-138

Petitioner: Kitty Carlson
OHR Consulting, Inc.
1401 Bristol Ln.
Westchester, IL 60154

Request: 1. Approval of the proposed architectural design for a new Dunkin Donuts restaurant.

A public meeting was held by the Design Commission on November 26, 2013 to consider the matter detailed above.

A MOTION WAS MADE BY COMMISSIONER ECKHARDT, SECONDED BY COMMISSIONER FITZGERALD, TO RECOMMEND APPROVAL OF THE PROPOSED ARCHITECTURAL DESIGN FOR *DUNKIN DONUTS* LOCATED AT 1818 W. NORTHEAST HIGHWAY. THIS RECOMMENDATION IS SUBJECT TO COMPLIANCE WITH THE PLANS RECEIVED 11/14/13 AND 11/20/13, AND THE REVISED PLANS RECEIVED 11/26/13, DESIGN COMMISSION RECOMMENDATIONS, COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND VILLAGE CODES, REGULATIONS AND POLICIES, THE ISSUANCE OF ALL REQUIRED PERMITS, AND THE FOLLOWING:

1. TO INCLUDE THE REVISED ELEVATIONS PRESENTED ON 11/26/13;
2. A SUGGESTION THAT THE PETITIONER TO INCREASE THE HEIGHT OF THE LANDSCAPING AROUND THE TRASH ENCLOSURE;
3. A REQUIREMENT TO MEET ALL LANDSCAPE AND PARKING REQUIREMENTS PER CHAPTER 28.
4. ALL SIGNAGE MUST MEET CODE, PER CHAPTER 30.
5. THIS REVIEW DEALS WITH ARCHITECTURAL DESIGN ONLY AND SHOULD NOT BE CONSTRUED TO BE AN APPROVAL OF, OR TO HAVE ANY OTHER IMPACT ON, ANY OTHER ZONING AND/OR LAND USE ISSUES OR DECISIONS THAT STEM FROM ZONING, SIGN CODE OR BUILDING OR ANY OTHER REVIEWS. IN ADDITION TO THE NORMAL TECHNICAL REVIEW, PERMIT DRAWINGS WILL BE REVIEWED FOR CONSISTENCY WITH THE DESIGN COMMISSION AND ANY OTHER COMMISSION OR BOARD APPROVAL CONDITIONS. IT IS THE ARCHITECT/HOMEOWNER/BUILDER'S RESPONSIBILITY TO COMPLY WITH THE DESIGN COMMISSION APPROVAL AND ENSURE THAT BUILDING PERMIT PLANS AND SIGN PERMIT PLANS COMPLY WITH ALL ZONING CODE, BUILDING CODE AND SIGN CODE REQUIREMENTS.
6. THE PETITIONER SHALL COMPLY WITH ALL FEDERAL, STATE AND VILLAGE CODES, REGULATIONS, AND POLICIES.

A MOTION WAS MADE BY COMMISSIONER ECKHARDT, SECONDED BY COMMISSIONER FITZGERALD, TO AMEND THE MOTION AND ADD THE FOLLOWING:

7. A REQUIREMENT THAT A MORE SALT TOLERANT PLANT BE PROPOSED ALONG THE FRONT ELEVATION.
8. AN ACKNOWLEDGEMENT THAT THE REVISED GENERAL PARAPET HEIGHT WILL BE 19-FEET, WHICH WILL SCREEN THE ROOFTOP MECHANICAL EQUIPMENT.

ECKHARDT, AYE; FASOLO, AYE; FITZGERALD, AYE; BOMBICK, AYE.
ALL WERE IN FAVOR. THE MOTION CARRIED.

STAFF DESIGN COMMISSION REPORT

PROJECT INFORMATION:

Project Name: Dunkin Donuts
Project Address: 1818 W. Northwest Hwy.
Prepared By: Steve Hautzinger

Date Prepared: November 19, 2013

PETITION INFORMATION:

DC Number: 13-138
Petitioner Name: Kitty Carlson
Petitioner Address: OHR Consulting Inc.
1401 Bristol Ln.
Westchester, IL 60154
Meeting Date: November 26, 2013

Requested Action(s):

1. Approval of the proposed architectural design for a new Dunkin Donuts restaurant.

ANALYSIS:

Summary

The subject design is being forwarded to the Design Commission for review pursuant to Chapter 6 of the Municipal Code, specifically Section 6-501 (e)(1), which states that the Design Commission "shall review all Plan Commission, Zoning Board of Appeals, Building Permit and Sign Permit applications for new construction and those improvements which affect the architectural design of the building, site improvements or signage to determine whether it meets with the standards, requirements and purposes of the Design Guidelines and Chapter 30, Sign Regulations."

The petitioner is proposing to demolish an existing, vacant former McDonald's restaurant building to allow construction of a new Dunkin Donuts restaurant. The proposed restaurant will include a drive thru as well as a small indoor and outdoor dining area. The scope of the project includes a complete redevelopment of the site including parking areas and landscaping. This project does require Plan Commission approval for a Special Use and has already been reviewed by the Plat and Subdivision Committee.

SITE ANALYSIS



Aerial of Property



Zoning Map of Property

Surrounding Land Uses:

<i>Direction</i>	<i>Existing Zoning</i>	<i>Existing Use</i>	<i>Comprehensive Plan</i>
Subject Property	B-2, General Business District	Vacant	Commercial
North	R-3, One Family Dwelling District	Multi-Unit Residential Building	Commercial
South	B-3, General Service, Wholesale and Motor Vehicle District	Arlington Park Race Course	Mixed Use
East	B-2, General Business District B-2, General Business District	Kustom Kleen Dry Cleaner Dakota K Auto Repair	Commercial Commercial
West	Outside of Village boundary (Palatine, IL)	McDonald's Restaurant with drive thru	Outside of Village boundary

Architectural Design:

The proposed design represents the latest prototype for Dunkin Donuts. The general style of the prototype is good and the gradient paint feature at the tall feature walls is an attractive and creative detail. However, the side elevation facing the parking area is particularly lacking of detail and interest. This will be the main approach for customers from the parking lot, so the following revisions are recommended. Refer to Images 1 & 2 below for schematic elevations which show the proposed revisions:

Side (east) Elevation:

1. Add a door facing the parking area to allow direct access into the store. An interior weather vestibule is also recommended. Wrap the tall entry feature from the front elevation onto the side elevation around the new door.
2. Add more windows to the side elevation and include the decorative awnings and orange EIFS accent band, similar to the front elevation.
3. Omit the graphic panels which are not permitted per Chapter 30, Sign Code.
4. Change the coping at the top of the wall to a dark brown color with a deeper profile to add interest to the flat wall.

Front (south) Elevation:

1. Adjust the width of the entry feature piers on each side of the door to be equal.
2. Omit the corner trim boards at the tall feature walls, and miter the siding at the corners to allow the paint colors to turn the corner neatly, refer to Photo 3 below.



Image 1. Proposed revisions to the Front (south) Elevation.

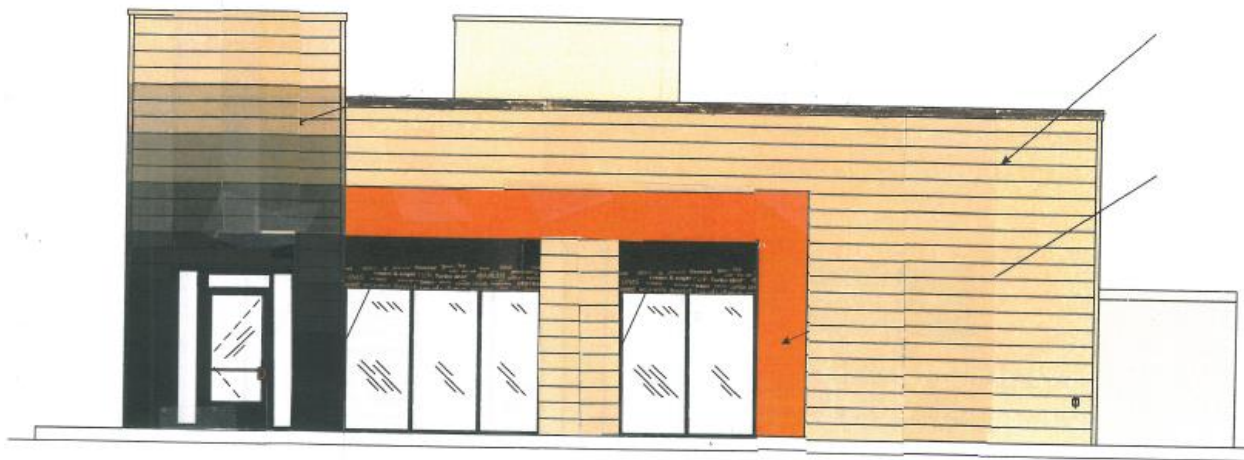


Image 2. Proposed revisions to the Side (east) Elevation facing the parking area.

Rooftop Mechanical Unit Screening:

Two rooftop mechanical units are proposed and are required to be fully screened from public view. The petitioner has provided a line of sight diagram to demonstrate how the parapet walls will be used to screen the units. However, according to the diagram, the units are much taller than the parapet wall so it is recommended to raise the height of the parapet walls or provide screens around each of the units. Screens shall be required to match the primary color of the building.

Dumpster Screening:

The dumpster area is required to be fully screened. The petitioner is proposing to provide a CMU screen around the dumpster area which will be painted to match the building.

Landscaping:

1. Recommend increasing the height of the landscaping around the trash enclosure.
2. Along the front elevation Yews are proposed. The petitioner may want to consider a more salt tolerant shrub.
3. The Petitioner will be required to comply with all landscape and parking screening requirements as part of the Plan Commission approval process.

Signage:

Signage is not included in this review, but will be required to comply with the signage code, Chapter 30. The signage package as currently presented is not allowed and would require multiple sign variations. In particular, the PVC coffee cup logo on the west side elevation and the graphic panels on the east side elevation are not permitted.

Reference Photos:

The photos below are provided for reference and represent other Dunkin Donuts restaurants in Arlington Heights as well as other new prototype Dunkin Donuts restaurants in other locations.



Photo 1. Existing Dunkin Donuts restaurant located at 122 S. Arlington Heights Road in Arlington Heights.



Photo 2. Existing Dunkin Donuts restaurant located at 2106 S. Arlington Heights Road in Arlington Heights.



Photo 3. Similar new Dunkin Donuts prototype restaurant with EIFS walls and mitered siding corners.



Photo 4. Similar new prototype Dunkin Donuts restaurant with enhanced side elevation.

RECOMMENDATION:

It is recommended that the Design Commission **require revisions as noted below, but approve** the proposed architectural design for *Dunkin Donuts* located at 1818 W. Northwest Highway. This recommendation is subject to compliance with the plans received 11/14/13 and 11/20/13, Design Commission recommendations, compliance with all applicable Federal, State, and Village codes regulations and policies, the issuance of all required permits, and the following:

1. Revisions as represented in Images 1 and 2.
2. Omit the corner trim boards at the tall feature walls, and miter the siding at the corners to allow the paint colors to turn the corner neatly.
3. Raise the height of the parapet walls or provide screens around each of the rooftop mechanical units. Screens shall be required to match the primary color of the building.
4. Increase the height of the landscaping around the trash enclosure.
5. This review deals with architectural design only and should not be construed to be an approval of, or to have any other impact on nor represent any tacit approval or support for the proposed land use or any other zoning and/or land use issues or decisions that stem from zoning, building, signage or any other reviews. In addition to the normal technical review, permit drawings will be reviewed for consistency with the Design Commission and any other Commission or Board approval conditions. It is the architect/homeowner/builder's responsibility to comply with the Design Commission approval and ensure that building permit plans comply with all zoning code, building permit and signage requirements.
6. The petitioner is required to meet all landscape and parking requirements per Chapter 28.
7. All signage must meet code, Chapter 30.

November 19, 2013

Steve Hautzinger, Design Planner

Cc: William C. Dixon, Village Manager, Charles Witherington Perkins, Director of Planning and Community Development, James McCalister, Director Building & Health Services,

Dunkin Donuts
1818 W. Northwest Hwy. - DC13-138
(Commercial)
PIN #: 02-25-203-019

Charley Craig, Building Services, Petitioner, DC File 13-138

APPROVED

MINUTES OF
THE VILLAGE OF ARLINGTON HEIGHTS
DESIGN COMMISSION MEETING
HELD AT THE ARLINGTON HEIGHTS MUNICIPAL BUILDING
33 S. ARLINGTON HEIGHTS RD.
NOVEMBER 26, 2013

Chair Bombick called the meeting to order at 6:30 p.m.

Members Present: Alan Bombick, Chair
Ted Eckhardt
Anthony Fasolo
John Fitzgerald

Members Absent: None

Also Present: Anthony Priola, Owner of *Circa '57*
Carrie Provost, White Way Sign for *Circa '57*
Kitty Carlson, OHR Consulting for *Dunkin Donuts*
John Luxem for *Dunkin Donuts*
Gary Wendt, Argent Group for *Arlington Downs*
Ed Gaussein, Argent Group for *Arlington Downs*
Tom Trandel, Arlington Devco for *Arlington Downs*
Dave Gillespie, Gillespie Design Group for *Arlington Downs*
Steve Hautzinger, Staff Liaison

REVIEW OF MEETING MINUTES FROM NOVEMBER 12, 2013

A MOTION WAS MADE BY COMMISSIONER ECKHARDT, SECONDED BY COMMISSIONER FITZGERALD, TO APPROVE THE MEETING MINUTES OF NOVEMBER 12, 2013. ALL WERE IN FAVOR. CHAIRMAN BOMBICK ABSTAINED. THE MOTION CARRIED.

ITEM 2. COMMERCIAL REVIEW**DC#13-138 – Dunkin Donuts – 1818 W. Northwest Highway**

Ms. Kitty Carlson, representing *OHR Consulting*, and **Mr. John Luxem**, representing *Dunkin Donuts*, were present on behalf of the project.

Chairman Bombick asked if there was any public comment on the project and there was no response from the audience.

Mr. Hautzinger presented Staff comments. The petitioner is seeking approval of the proposed architectural design for a new Dunkin Donuts restaurant. The existing, vacant former McDonalds building will be demolished to allow construction of the new Dunkin Donuts. The scope of the project includes a complete redevelopment of the site including the parking area and landscaping, and the project requires Plan Commission approval for a Special Use. The proposed design represents the latest prototype for Dunkin Donuts. The general style is good and the gradient paint feature at the tall feature walls is an attractive and creative detail. However, the side elevation facing the parking area is particularly lacking of detail and interest. This will be the main approach for customers from the parking lot, so the following revisions are recommended:

Side (east) Elevation:

1. Add a door facing the parking area to allow direct access into the store. An interior weather vestibule is also recommended. Wrap the tall entry feature from the front elevation onto the side elevation around the new door.
2. Add more windows to the side elevation and include the decorative awnings and orange EIFS accent band, similar to the front elevation.
3. Omit the graphic panels which are not permitted per Chapter 30, Sign Code.
4. Change the coping at the top of the wall to a dark brown color with a deeper profile to add interest to the flat wall.

Front (south) Elevation:

1. Adjust the width of the entry feature piers on each side of the door to be equal.
2. Omit the corner trim boards at the tall feature walls, and miter the siding at the corners to allow the paint colors to turn the corner neatly.

The petitioner presented a revised exhibit that incorporated the changes suggested by Staff.

Mr. Hautzinger continued with Staff comments that included concerns about the rooftop mechanical screening. Two rooftop mechanical units are proposed and are required to be fully screened from public view. The petitioner has provided a line of sight diagram to demonstrate how the parapet walls will be used to screen the units. However, according to the diagram, the units are much taller than the parapet wall so it is recommended to raise the height of the parapet walls or provide screens around each of the units. Screens shall be required to match the primary color of the building. Also, signage being shown on the drawings is not part of the review tonight, and as presented, would require multiple variations. Reference photos that represent other Dunkin Donuts in Arlington Heights were presented, as well as other new prototype Dunkin Donuts restaurants in other communities. Staff is recommending approval of the proposed new design, with the revisions suggested by Staff.

Ms. Carlson presented revised drawings that incorporated Staff suggestions. The revisions include moving the entrance to the parking lot (east) side of the building and bringing the tower around, as well as adding an extra window, changing the coping color on the top to the dark brown, carrying the awning around to the side elevation, removing the graphic panels, and raising the parapet and the tower element up 2-feet.

Commissioner Fasolo felt the revised elevations were a big improvement and more in line with Staff recommendations. He felt it was important to have the entrance off the parking lot rather than on the front elevation.

Commissioner Eckhardt commended Staff for creating a good design solution for the petitioner to consider. In terms of the new prototype design, he pointed out that the graphic panels and logo originally proposed were considered signs by Village code; however, the petitioner could develop window signage as an alternative. He felt the new building could benefit from another sign facing east. The petitioner replied that there would be a ground sign located on the east elevation. **Commissioner Eckhardt** clarified that an additional wall sign facing east would not be needed since a ground sign is being proposed. He liked the revisions presented tonight and had no further comments.

Commissioner Fitzgerald also liked the revisions presented tonight. He asked for clarification regarding Staff's comment to increase the height of the landscaping around the trash enclosure, since there was also a screen wall there. The petitioner replied that there will be a CMU enclosure around the dumpster with additional landscaping around it as well. **Commissioner Fitzgerald** did not see a lot of room for landscaping around the dumpster area and was fine with the plant material currently being proposed. He did agree with Staff's comment to consider a more salt tolerant shrub along the front elevation than the Yews being proposed.

Chairman Bombick concurred with the comments made by the other commissioners. He felt the building would benefit from more windows on the east side elevation facing the parking lot, even if the windows have graphics in them. **Mr. Hautzinger** explained that window signage is limited to 40% of the glass. **Chairman Bombick** concluded that the design looked nice, although it was different than the glass block look of the old Dunkin Donuts buildings.

Commissioner Eckhardt asked how the proposed new prototype design could be adapted if the Baskin Robbins ice cream brand was brought into the building. **Mr. Luxem** replied that there are no plans to add Baskin Robbins to the building.

A MOTION WAS MADE BY COMMISSIONER ECKHARDT, SECONDED BY COMMISSIONER FITZGERALD, TO RECOMMEND APPROVAL OF THE PROPOSED ARCHITECTURAL DESIGN FOR DUNKIN DONUTS TO BE LOCATED AT 1818 W. NORTHEAST HIGHWAY. THIS RECOMMENDATION IS SUBJECT TO COMPLIANCE WITH THE PLANS RECEIVED 11/14/13 AND 11/20/13, AND THE REVISED ELEVATIONS RECEIVED 11/26/13, DESIGN COMMISSION RECOMMENDATIONS, COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND VILLAGE CODES, REGULATIONS AND POLICIES, THE ISSUANCE OF ALL REQUIRED PERMITS, AND THE FOLLOWING:

- 1. TO INCLUDE THE REVISED ELEVATIONS PRESENTED ON 11/26/13;**
- 2. A SUGGESTION THAT THE PETITIONER INCREASE THE HEIGHT OF THE LANDSCAPING AROUND THE TRASH ENCLOSURE;**
- 3. A REQUIREMENT TO MEET ALL LANDSCAPE AND PARKING REQUIREMENTS PER CHAPTER**

28.

4. ALL SIGNAGE MUST MEET CODE, PER CHAPTER 30.
5. THIS REVIEW DEALS WITH ARCHITECTURAL DESIGN ONLY AND SHOULD NOT BE CONSTRUED TO BE AN APPROVAL OF, OR TO HAVE ANY OTHER IMPACT ON, ANY OTHER ZONING AND/OR LAND USE ISSUES OR DECISIONS THAT STEM FROM ZONING, SIGN CODE OR BUILDING OR ANY OTHER REVIEWS. IN ADDITION TO THE NORMAL TECHNICAL REVIEW, PERMIT DRAWINGS WILL BE REVIEWED FOR CONSISTENCY WITH THE DESIGN COMMISSION AND ANY OTHER COMMISSION OR BOARD APPROVAL CONDITIONS. IT IS THE ARCHITECT/HOMEOWNER/BUILDER'S RESPONSIBILITY TO COMPLY WITH THE DESIGN COMMISSION APPROVAL AND ENSURE THAT BUILDING PERMIT PLANS AND SIGN PERMIT PLANS COMPLY WITH ALL ZONING CODE, BUILDING CODE AND SIGN CODE REQUIREMENTS.
6. THE PETITIONER SHALL COMPLY WITH ALL FEDERAL, STATE AND VILLAGE CODES, REGULATIONS, AND POLICIES.

Commissioner Fitzgerald suggested adding a requirement that a more salt tolerant plant be considered along the front elevation.

A MOTION WAS MADE BY COMMISSIONER ECKHARDT, SECONDED BY COMMISSIONER FITZGERALD, TO AMEND THE MOTION AND ADD THE FOLLOWING:

7. A REQUIREMENT THAT A MORE SALT TOLERANT PLANT BE PROPOSED ALONG THE FRONT ELEVATION.
8. AN ACKNOWLEDGEMENT THAT THE REVISED GENERAL PARAPET HEIGHT WILL BE 19-FEET, WHICH WILL SCREEN THE ROOFTOP MECHANICAL EQUIPMENT.

ECKHARDT, AYE; FASOLO, AYE; FITZGERALD, AYE; BOMBICK, AYE.
ALL WERE IN FAVOR. THE MOTION CARRIED.

DETENTION STORAGE CALCULATIONS- MWRDGC METHOD
USING BULLETIN 70 RAINFALL
USING ALLOWABLE RELEASE RATE @ 0.18 CFS/AC

PROJECT: Dunkin Donuts
LOCATION: Arlington Heights
FILENAME:
JOB #: 1311
DATE: 06-Nov-13
PREPARED BY: SJC
CHECKED BY:

SITE DATA:
TOTAL TRIBUTARY AREA (Disturbed Area) = 0.44 ACRES
IMPERVIOUS COEFF = 0.95 AREA = 15,346 SF
PERVIOUS COEFF = 0.5 AREA = 3,655 SF

COMPOSITE RUNOFF COEFFICIENT = 0.86
ALLOWABLE RELEASE RATE = 0.18 CFS/ACRE
ACTUAL RELEASE RATE = 0.08 cfs

COMPUTED DETENTION STORAGE = 0.140 acre-ft 6,083 CF

STORM DURATION HOURS	MIN.	100 YEAR RAINFALL INTENSITY (in/hr)	INFLOW RATE QI = C*100*A CFS	STORED RATE CFS	STORAGE REQUIRED AC FT	Rainfall Check Inches
4.00	240	1.28	0.48	0.40	0.135	5.12
5.00	300	1.06	0.40	0.32	0.134	5.30
6.00	360	0.95	0.36	0.28	0.140	5.70
7.00	420	0.83	0.31	0.23	0.137	5.81
8.00	480	0.75	0.28	0.20	0.136	6.00

POND DATA	CALCULATION
Allowable Release Rate	0.08 CFS
High Water Elevation	639
Outlet Invert Elevation	633.5
Discharge Coefficient (C)	0.62
Range: Square Edge	0.79-0.82
Round Edge	0.93-0.98
Sharp Edge	0.58-0.64
Projecting	0.5
Orifice Formula	
a = Qo / C (64.4(h)^1/2)	
a = area of orifice (sq. ft.)	
Qo = Maximum Allowable Outflow (cfs)	
h = head differential from center of orifice to hydraulic grade line of detention facility at maximum capacity (ft.)	

DETENTION STORAGE CALCULATIONS- MWRDGC METHOD
USING BULLETIN 70 RAINFALL
USING 2" MINIMUM RESTRICTOR

PROJECT: Dunkin Donuts
LOCATION: Arlington Heights
FILENAME:
JOB #: 1311
DATE: 06-Nov-13
PREPARED BY: SJC
CHECKED BY:

SITE DATA:
TOTAL TRIBUTARY AREA (Disturbed Area) = 0.44 ACRES
IMPERVIOUS COEFF = 0.95 AREA = 15,346 SF
PERVIOUS COEFF = 0.5 AREA = 3,655 SF

COMPOSITE RUNOFF COEFFICIENT = 0.86
ALLOWABLE RELEASE RATE = 0.18 CFS/ACRE
ACTUAL RELEASE RATE = 0.21 cfs

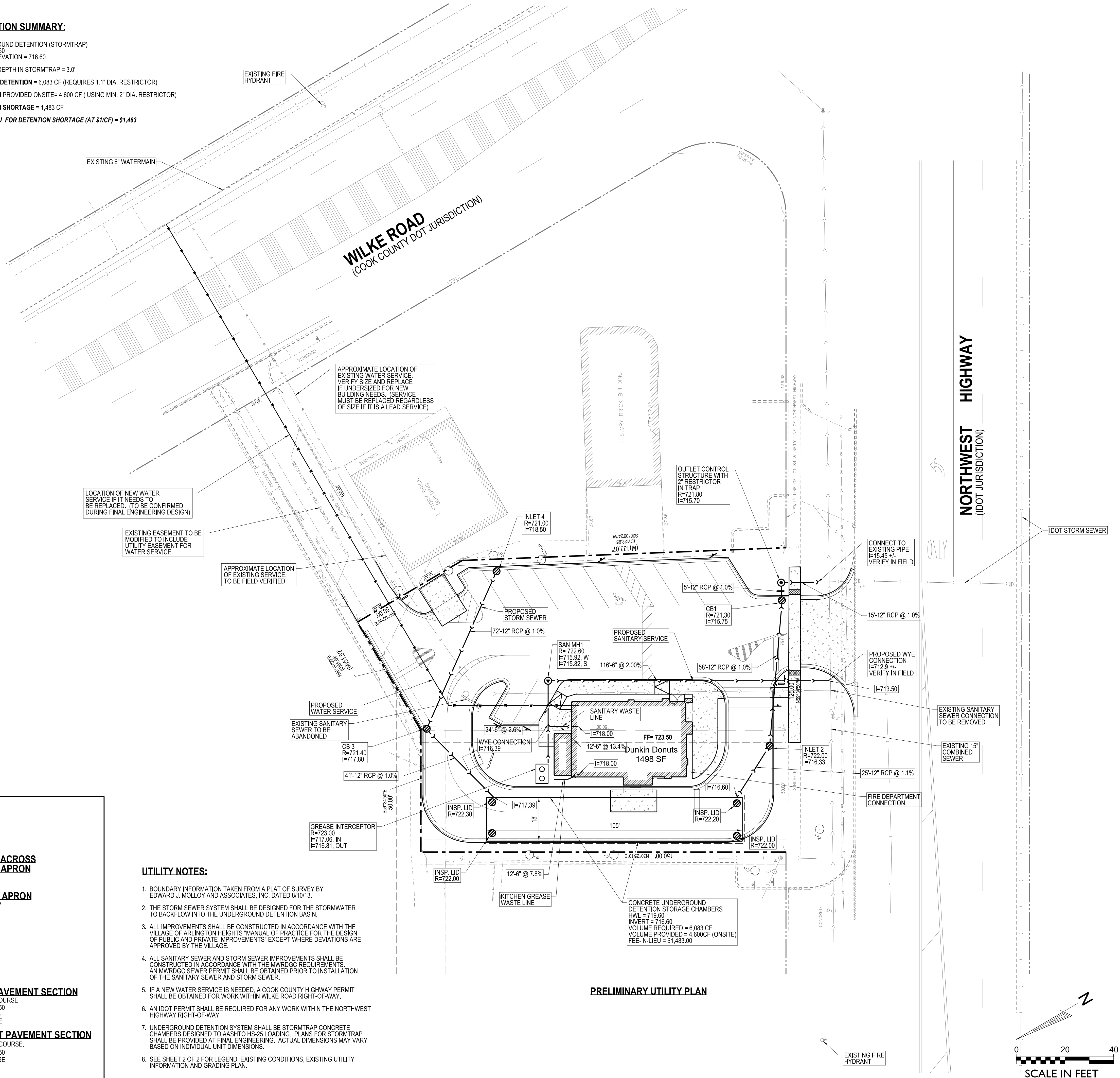
COMPUTED DETENTION STORAGE = 0.106 acre-ft 4,600 CF

STORM DURATION HOURS	MIN.	100 YEAR RAINFALL INTENSITY (in/hr)	INFLOW RATE QI = C*100*A CFS	STORED RATE CFS	STORAGE REQUIRED AC FT	Rainfall Check Inches
4.00	240	1.28	0.48	0.27	0.091	5.12
5.00	300	1.06	0.40	0.19	0.079	5.30
6.00	360	0.95	0.36	0.15	0.074	5.70
7.00	420	0.83	0.31	0.10	0.060	5.81
8.00	480	0.75	0.28	0.07	0.048	6.00

POND DATA	CALCULATION
Allowable Release Rate	0.21 CFS
High Water Elevation	719.8
Outlet Invert Elevation	715.72
Discharge Coefficient (C)	0.62
Range: Square Edge	0.79-0.82
Round Edge	0.93-0.98
Sharp Edge	0.58-0.64
Projecting	0.5
Orifice Formula	
a = Qo / C (64.4(h)^1/2)	
a = area of orifice (sq. ft.)	
Qo = Maximum Allowable Outflow (cfs)	
h = head differential from center of orifice to hydraulic grade line of detention facility at maximum capacity (ft.)	

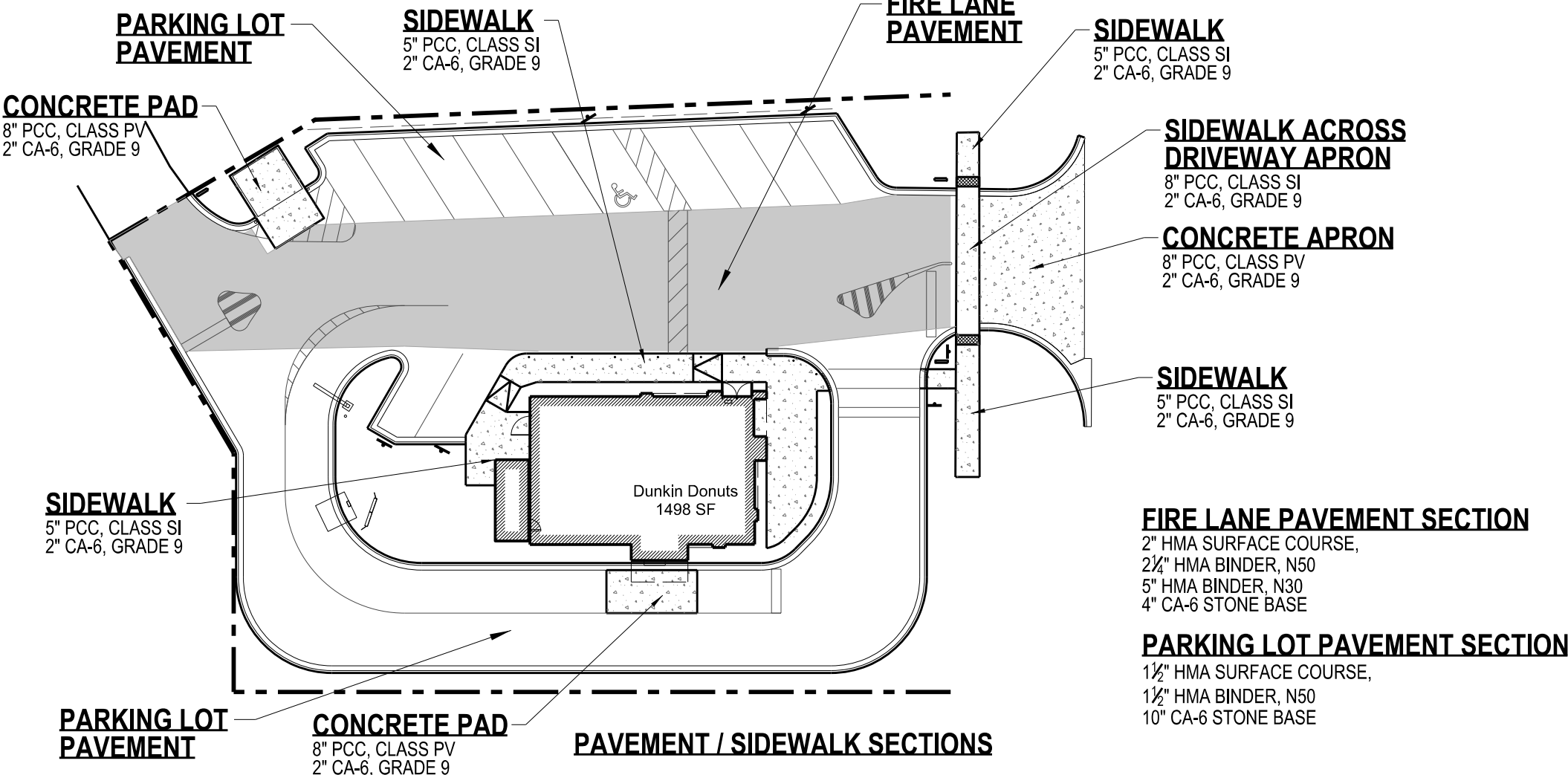
DETENTION SUMMARY:

UNDERGROUND DETENTION (STORMTRAP)
HWL = 719.80
INVERT ELEVATION = 716.60
MAXIMUM DEPTH IN STORMTRAP = 3.0'
REQUIRED DETENTION = 6,083 CF (REQUIRES 1.1" DIA. RESTRICTOR)
DETENTION PROVIDED ONSITE = 4,600 CF (USING MIN. 2" DIA. RESTRICTOR)
DETENTION SHORTAGE = 1,483 CF
FEE-IN-LIEU FOR DETENTION SHORTAGE (AT \$1/CF) = \$1,483



UTILITY NOTES:

- BOUNDARY INFORMATION TAKEN FROM A PLAT OF SURVEY BY EDWARD J. MOLLOY AND ASSOCIATES, INC. DATED 8/10/13.
- THE STORM SEWER SYSTEM SHALL BE DESIGNED FOR THE STORMWATER TO BACKFLOW INTO THE UNDERGROUND DETENTION BASIN.
- ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE VILLAGE OF ARLINGTON HEIGHTS "MANUAL OF PRACTICE" FOR THE DESIGN OF PUBLIC AND PRIVATE IMPROVEMENTS EXCEPT WHERE DEVIATIONS ARE APPROVED BY THE VILLAGE.
- ALL SANITARY SEWER AND STORM SEWER IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MWRDGC REQUIREMENTS. AN MWRDGC SEWER PERMIT SHALL BE OBTAINED PRIOR TO INSTALLATION OF THE SANITARY SEWER AND STORM SEWER.
- IF A NEW WATER SERVICE IS NEEDED, A COOK COUNTY HIGHWAY PERMIT SHALL BE OBTAINED FOR WORK WITHIN WILKE ROAD RIGHT-OF-WAY.
- AN IDOT PERMIT SHALL BE REQUIRED FOR ANY WORK WITHIN THE NORTHWEST HIGHWAY RIGHT-OF-WAY.
- UNDERGROUND DETENTION SYSTEM SHALL BE STORMTRAP CONCRETE CHAMBERS DESIGNED TO ASHITO HS-25 LOADING. PLANS FOR STORMTRAP SHALL BE PROVIDED AT FINAL ENGINEERING. ACTUAL DIMENSIONS MAY VARY BASED ON INDIVIDUAL UNIT DIMENSIONS.
- SEE SHEET 2 OF 2 FOR LEGEND, EXISTING CONDITIONS, EXISTING UTILITY INFORMATION AND GRADING PLAN.



Cross

Cross Engineering & Associates, Inc.
1955 Raymond Drive, Suite 119
Northbrook, IL 60062
Tel: 847/498-0800

PROJECT: Dunkin' Donuts (Near Wilke Road)
1818 Northwest Highway
Arlington Heights, IL

PREPARED FOR: Chicagoland Commissary, LLC
1529 W. Madison
Chicago, IL

NO.	DATE	DESCRIPTION
1	12/19/13	Revised per VLL Comments
2	12/26/13	Revised per VLL Comments
3	12/26/13	Revised per VLL Comments
4	12/26/13	Revised per VLL Comments
5	12/26/13	Revised per VLL Comments
6	12/26/13	Revised per VLL Comments
7	12/26/13	Revised per VLL Comments
8	12/26/13	Revised per VLL Comments
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15	12/26/13	Revised per VLL Comments
16	12/26/13	Revised per VLL Comments
17	12/26/13	Revised per VLL Comments
18	12/26/13	Revised per VLL Comments
19	12/26/13	Revised per VLL Comments
20	12/26/13	Revised per VLL Comments

CROSS ENGINEERING & ASSOCIATES, INC. © 2013

PRELIMINARY
ENGINEERING
PLAN

JOB NO. 1311
Page 1 of 2

WILKE ROAD
(CCHD JURISDICTION)



SITE DATA

PROPERTY LOCATION: WILKE ROAD AND NW HIGHWAY
EXISTING ZONING: B-2 GENERAL BUSINESS DISTRICT
RE-ZONE REQUIRED: NO

SITE AREA
TOTAL SITE AREA: 0.436 AC (19,001 SF)

SITE PLAN
PROPOSED USE: RESTAURANT CARRY OUT W/ DRIVE THRU (SPECIAL USE)

BUILDING FOOTPRINT: 1,621 SF

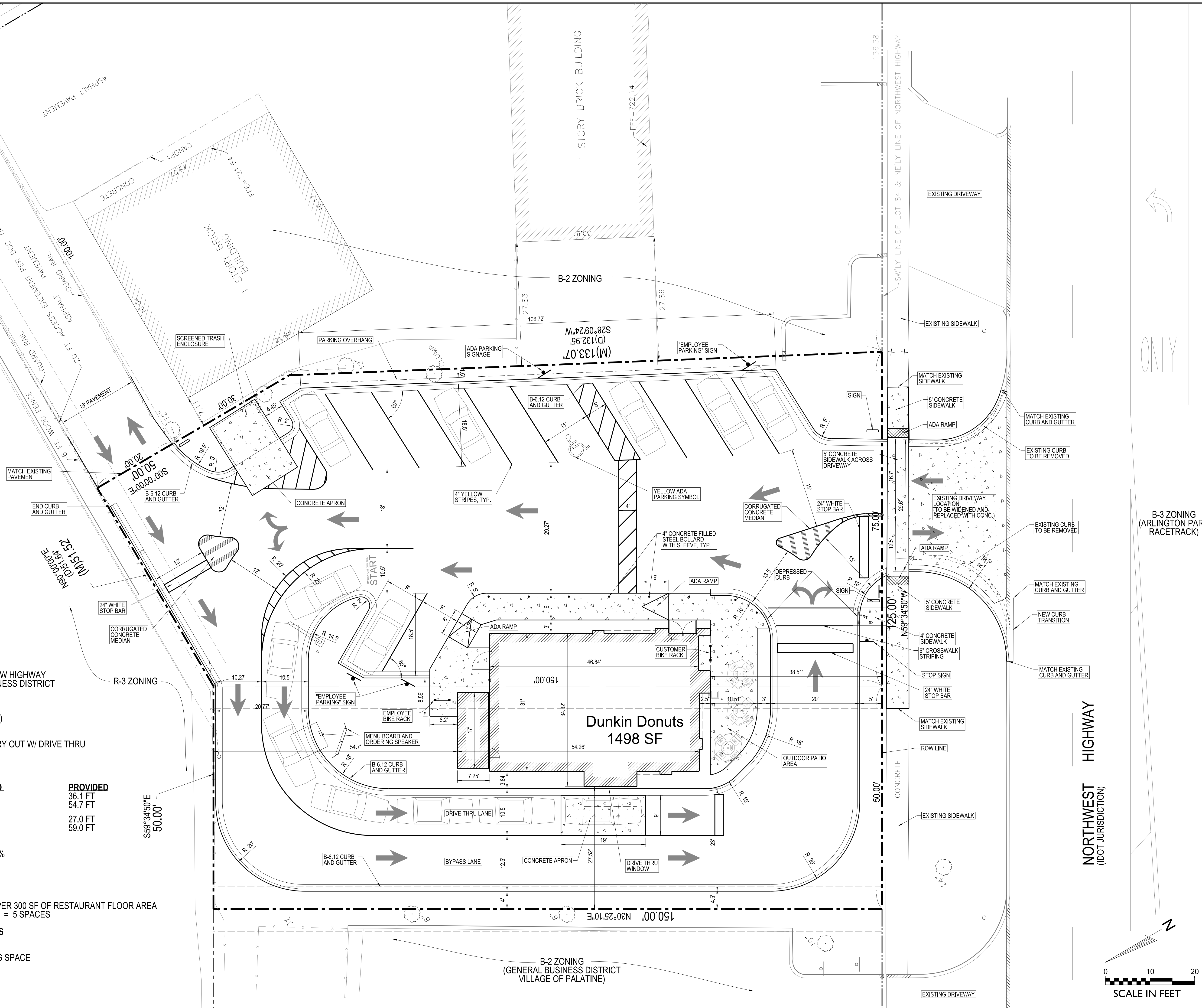
BUILDING SETBACK	REQUIRED	PROVIDED
FRONT YARD SETBACK	0 FT	36.1 FT
REAR YARD SETBACK	20 FT*	54.7 FT
(* ADJACENT TO RESIDENTIAL DISTRICT)		
SIDE YARD SETBACK (WEST)	0 FT	27.0 FT
SIDE YARD SETBACK (EAST)	0 FT	59.0 FT

FAR ALLOWED / PROPOSED:
MAXIMUM BUILDING COVERAGE: 250% / 8.5%
MAXIMUM LOT COVERAGE: N/A
MAXIMUM BUILDING HEIGHT: N/A

PARKING
PARKING REQUIRED: 1 SPACE PER 300 SF OF RESTAURANT FLOOR AREA
= 1,621 / 300 = 5 SPACES

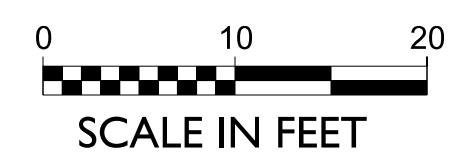
PROVIDED: 12 SPACES

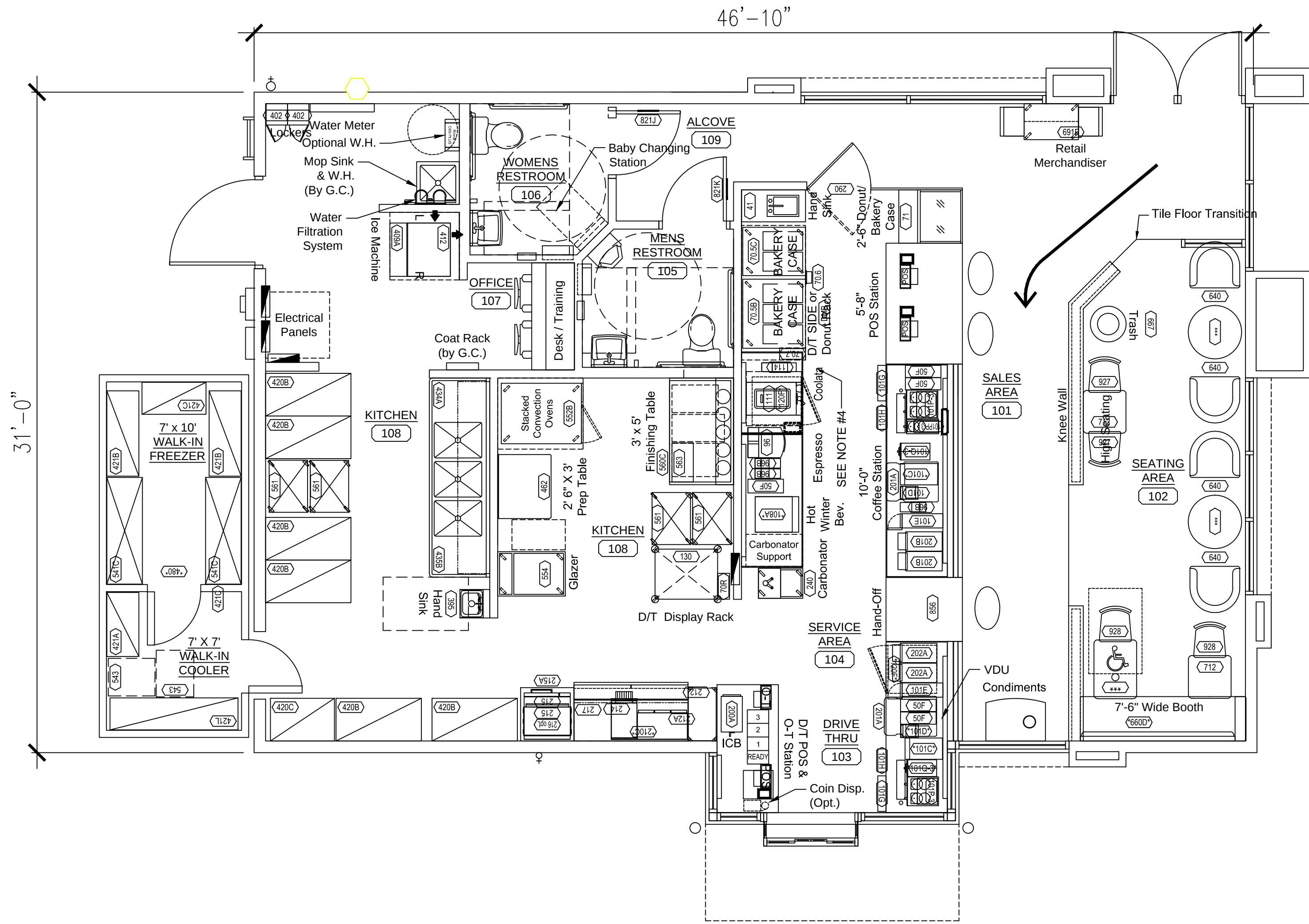
ADA PARKING SPACES
REQUIRED / PROVIDED: 1 PARKING SPACE



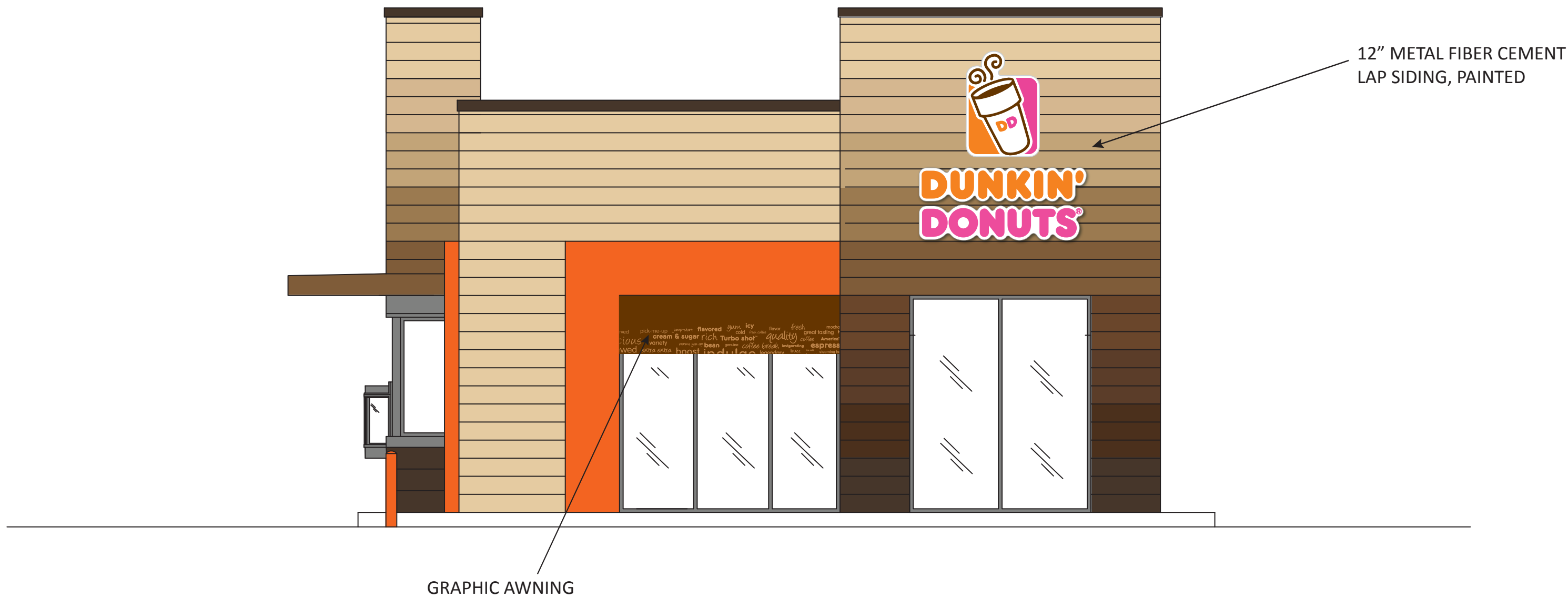
NORTHWEST
(DOT JURISDICTION)

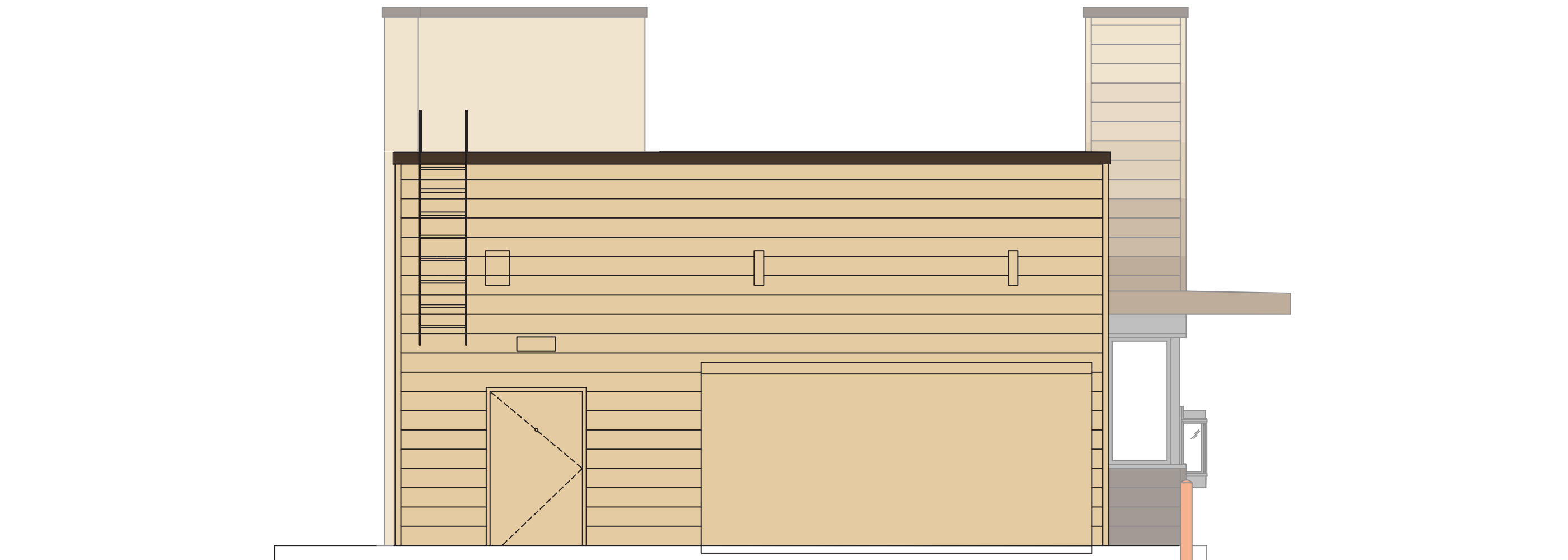
HIGHWAY



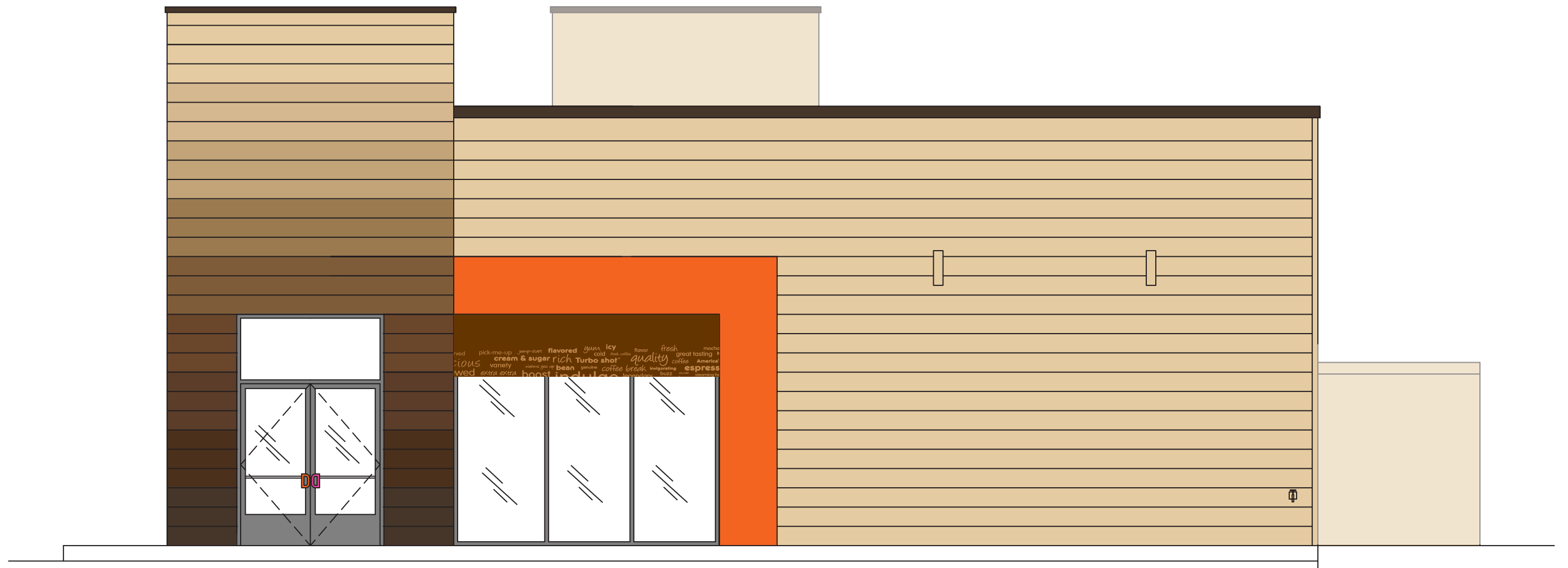


SET REVISIONS		DATE	XX-XX-13
NO	DESCRIPTION	DATE	
-	-	-	
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SHEET REVISIONS		DRAWN	
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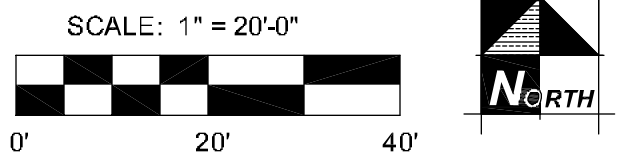
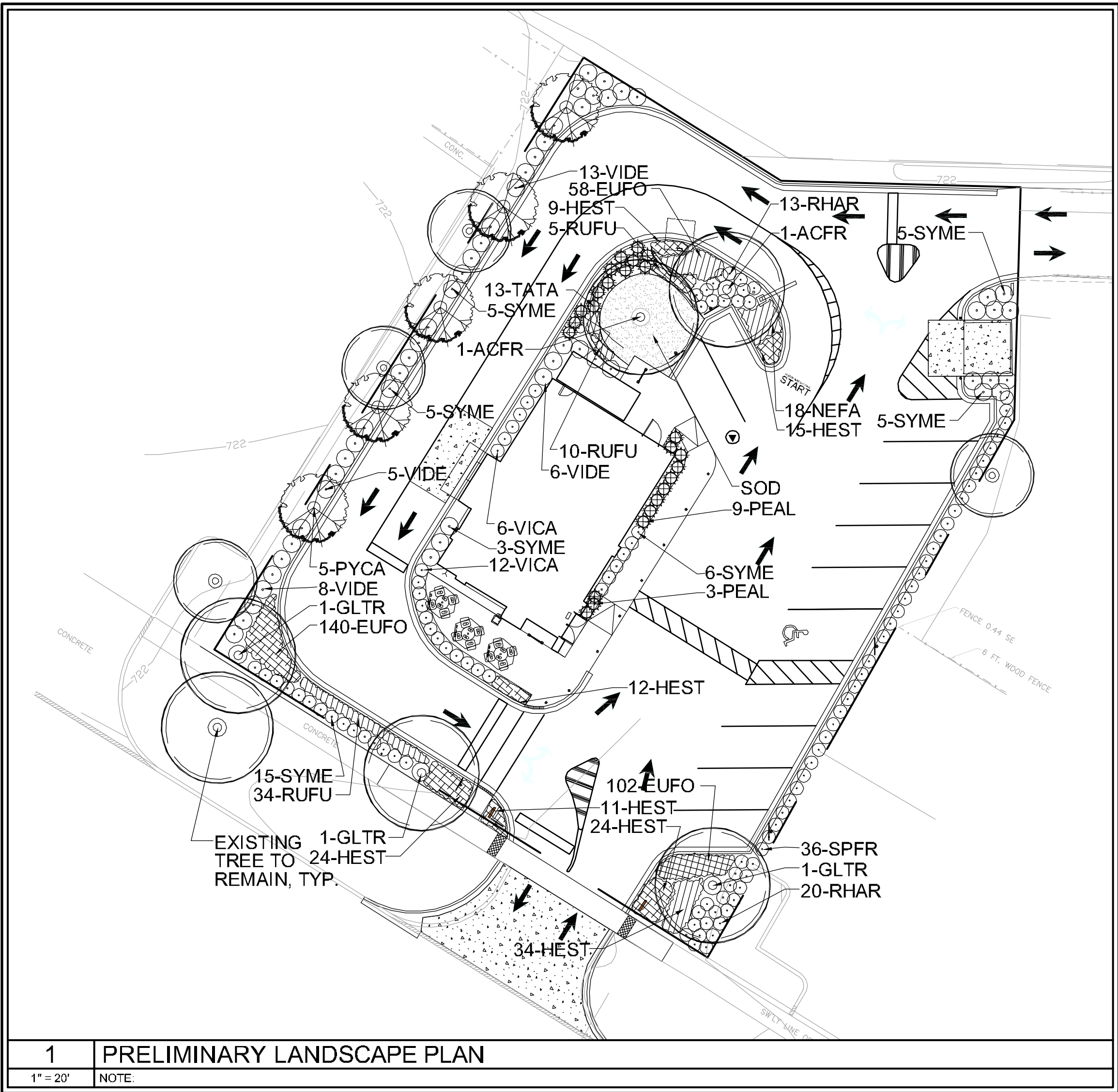


- PLANTS SELECTED FOR THE SITE MUST BE SUITABLE FOR THE APPROPRIATE CLIMATE. THE SITE IS LOCATED IN AND SHOULD BE NATIVE / DROUGHT RESISTANCE WHERE POSSIBLE. THE DESIGN PROFESSIONAL, WHERE APPLICABLE OR REQUIRED, SHALL BE RESPONSIBLE FOR THE DESIGN AND SELECTION OF THE LANDSCAPING. COORDINATE THE PLANT INSTALLATION WITH THE WEATHER, USING THE OPTIMAL PLANTING SEASON WHEREVER POSSIBLE. STAGE THE LANDSCAPING INSTALL WITH OTHER SITE / BUILDING WORK AS NEEDED TO PLANT IN THE OPTIMAL PLANTING SEASON.
2. "ALL LANDSCAPE SELECTIONS FOR THE SITE, INCLUDING GRASSES, SHRUBS, FLOWERS, TREES, ECT., SHALL BE OF A TYPE NATIVE AND DROUGHT RESISTANT."
3. ALL SPECIES OF VEGETATION HAVE BEEN SELECTED BASED ON THE "NORTH AMERICAN PLANT HARDINESS ZONE MAP." THIS SITE IS LOCATED IN THE 5A ZONE.
4. CONTRACTOR SHALL PURCHASE AND USE ONLY SPECIES OF VEGETATION SPECIFIED ON THE LANDSCAPING PLAN.
5. THERE SHALL BE NO DEVIATION FROM THE LANDSCAPING PLAN. IF THE CONTRACTOR CAN NOT PURCHASE A SPECIFIED PLANTING, HE/SHE SHALL CONTACT THE LANDSCAPE ARCHITECT, DESIGN PROFESSIONAL, OR THE OWNER'S REPRESENTATIVE TO REQUEST A CHANGE FROM PLAN.
6. ALL GREENSCAPE AREAS SHALL BE SODDED AND SEEDED PER SPECIFICATIONS STATED ON THE LANDSCAPING PLAN. GREENSCAPE AREAS SHALL NOT BE MADE UP OF GRAVEL/SAND BEDS, UNDECORATED MULCH, OR DECORATIVE STONE.
7. CONTRACTOR SHALL RESTORE ALL DISTURBED GRASS AND LANDSCAPED AREAS TO MATCH EXISTING CONDITIONS.
8. DISTURBED LAWN AREAS SHALL BE RESTORED WITH 4" OF TOPSOIL AND SEED.
9. MAX 3:1 SLOPE ALLOWED IN LANDSCAPE AREAS.
10. CONTRACTOR REQUIRED TO LOCATE ALL EXISTING SPRINKLER HEADS IN AREA OF DISTURBANCE PRIOR TO CONSTRUCTION. CONTRACTOR TO RELOCATE SPRINKLER HEADS AND LINES IN ACCORDANCE WITH OWNERS DIRECTION WITHIN AREAS OF DISTURBANCE.
11. CONTRACTOR TO RE-GRADE DISTURBED LANDSCAPED AREAS TO MEET GRADE AT WALKWAYS AND TOP OF CURB ELEVATIONS EXCEPT WHERE A WALL IS NOTED ON PLANS. NO ABRUPT CHANGES IN GRADE PERMITTED IN DISTURBED AREAS.
12. PLANT MATERIAL SHALL BE FURNISHED AND INSTALLED AS INDICATED, INCLUDING ALL LABOR, MATERIALS, PLANTS, EQUIPMENT, INCIDENTALS, AND CLEAN-UP.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLANTING AT CORRECT GRADES AND ALIGNMENT. LAYOUT TO BE APPROVED BY OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.
14. PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY; HAVE NORMAL GROWTH HABITS; WELL DEVELOPED BRANCHES, DENSELY FOLIATED, VIGOROUS ROOT SYSTEMS AND BE FREE FROM DEFECTS AND INJURIES.
15. CONTRACTOR SHALL REPORT ANY SOIL, OR DRAINAGE CONDITIONING CONSIDERED DETRIMENTAL TO THE GROWTH OF PLANT MATERIAL.
16. ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN VIGOROUS GROWING CONDITION. PROVISION SHALL BE MADE FOR A GROWTH GUARANTEE OF AT LEAST ONE YEAR FROM THE DATE OF ACCEPTANCE FOR TREES AND SHRUBS. REPLACEMENTS SHALL BE MADE AT THE BEGINNING OF THE FIRST SUCCEEDING PLANTING SEASON. ALL REPLACEMENTS SHALL HAVE A GUARANTEE EQUAL TO THAT STATED ABOVE.
17. INsofar AS IT IS PRACTICABLE, PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY. IN THE EVENT THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROTECT STOCK NOT PLANTED. PLANTS SHALL NOT REMAIN UNPLANTED FOR LONGER THAN A THREE DAY PERIOD AFTER DELIVERY. ANY PLANTS NOT INSTALLED DURING THIS PERIOD WILL BE REJECTED.
18. QUALITY AND SIZE OF PLANTS, SPREAD OF ROOTS, AND SIZE OF BALLS SHALL BE IN ACCORDANCE WITH ANSI 260 (REV. 1989) "AMERICAN STANDARD FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
19. ALL PLANTS SHALL BE PLANTED IN AMENDED TOP SOIL THAT IS THOROUGHLY WATERED AND TAMPED AS BACK FILLING PROGRESSES. PLANTING MIX TO BE AS SHOWN ON PLANTING DETAILS. LARGE PLANTING AREAS TO INCORPORATE FERTILIZER AND SOIL CONDITIONERS AS STATED IN PLANTING SPECIFICATIONS.
20. PLANTS SHALL NOT BE BOUND WITH WIRE OR ROPE AT ANY TIME SO AS TO DAMAGE THE BARK OR BREAK BRANCHES. PLANTS SHALL BE HANDLED FROM THE BOTTOM OF THE BALL ONLY.
21. PLANTING OPERATIONS SHALL BE PERFORMED DURING PERIODS WITHIN THE PLANTING SEASON WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE AND IN ACCORDANCE WITH ACCEPTED LOCAL PRACTICE. PLANTS SHALL NOT BE INSTALLED IN TOPSOIL THAT IS IN A MUDDY OR FROZEN CONDITION. ALL PLANT MATERIAL SHALL BE SPRAYED WITH "WILT-PRUF" OR EQUAL AS PER MANUFACTURERS INSTRUCTIONS.
22. NO PLANT, EXCEPT GROUND COVERS, SHALL BE PLANTED LESS THAN TWO FEET FROM EXISTING STRUCTURES AND SIDEWALKS.
23. SET ALL PLANTS PLUMB AND STRAIGHT. SET AT SUCH LEVEL THAT A NORMAL OR NATURAL RELATIONSHIP TO THE BROWN OF THE PLANT WITH THE GROUND SURFACE WILL BE ESTABLISHED. LOCATE PLANT IN THE CENTER OF THE PIT.
24. ALL INJURED ROOTS SHALL BE PRUNED TO MAKE CLEAN ENDS BEFORE PLANTING UTILIZING CLEAN, SHARP TOOLS. IT IS ADVISABLE TO PRUNE APPROXIMATELY 1/3 OF THE GROWTH OF LARGE TREES (2" CALIPER AND OVER) BY THE REMOVAL OF SUPERFLUOUS BRANCHES, THOSE WHICH CROSS, THOSE WHICH RUN PARALLEL, ETC. MAIN LEADER OF TREES WILL NOT BE CUT BACK. LONG SIDE BRANCHES, HOWEVER, MUST BE SHORTENED.
25. EACH TREE AND SHRUB SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE TO PRESERVE NATURAL CHARACTER OF PLANT. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.
26. ALL PLANTING BEDS SHALL BE MULCHED WITH 3" LAYER OF DOUBLE SHREDDED HARDWOOD BARK MULCH.
27. NEW PLANTING AREAS AND SOD SHALL BE ADEQUATELY IRRIGATED OR WATERED TO ESTABLISH THE PROPOSED PLANTS AND LAWN.

QTY.	PLANT KEY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
3	GLTR	Gleditsia triacanthos var. inermis 'Skyline'	Skyline Honeylocust	4" Cal.	B&B
2	ACFR	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	4" Cal.	B&B
5	PYCA	Pyrus calleryana 'Chanticleer'	Chanticleer Callery Pear	4" Cal.	B&B
33	RHAR	Rhus aromatica 'Gro-Low'	Gro-Low Sumac	5 Gal	Cont.
36	SPFR	Spiraea bumulda 'Froebel'	Froebel Bumald Spiraea	36" Ht.	B&B
44	SYME	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	36" Ht.	B&B
13	TATA	Taxus media 'Tauntonii'	Taunton Intermediate Yew	36" Ht.	B&B
18	VICA	Viburnum carlesii 'Compactum'	Dwarf Koreanspice Viburnum	36" Ht.	B&B
32	VIDE	Viburnum dentatum 'Autumn Jazz'	Autumn Jazz Viburnum	36" Ht.	B&B
-	-	-	-	-	-

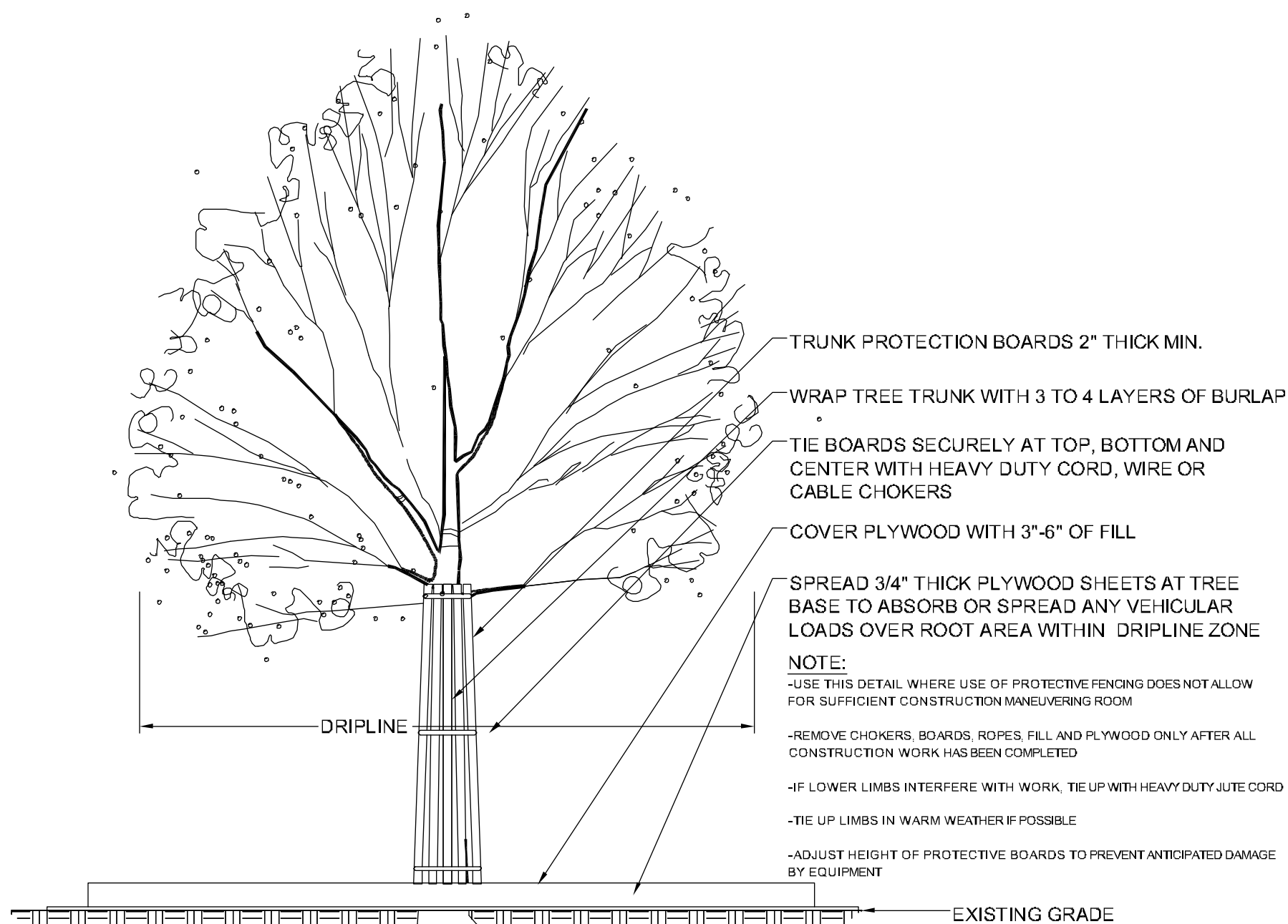
QTY.	PLANT KEY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
300	EUFO	<i>Euonymus fortunei</i> var. 'Coloratus'	Purple Wintercreeper	3" Pots	8" O.C.
129	HEST	<i>Heimerocallis</i> 'Stella D'oro'	Stella D'oro Daylily	1 gal.	18" O.C.
18	NEFA	<i>Nepeta faassenii</i>	Faassen's Catmint	1 gal.	24" O.C.
12	PEAL	<i>Pennisetum alopecuroides</i>	Fountain Grass	3 gal.	36" O.C.
49	RUFU	<i>Rubecckia fulgida</i> 'Goldstum'	Black Eyed Susan	1 gal.	18" O.C.
-	-	-	-	-	-

DBI DESIGN AND CONSTRUCTION SERVICES HAS CREATED A VIDEO TUTORIAL ON LANDSCAPING THE DUNKIN WAY, WHICH PROVIDES INSIGHT TO THE KEY DESIGN CRITERIA REQUIRED BY THE BRAND, POTENTIAL WAYS OF EXECUTING THESE DESIGN ELEMENTS, AND SUPPLEMENTS TO ASSIST IN PLANNING FOR A LANDSCAPE DESIGN AS IT RELATES TO YOUR PARTICULAR PROJECT. THIS VIDEO TUTORIAL CAN BE FOUND ON THE DBI CONSTRUCTION EXTRANET USING THE FOLLOWING LINK:
http://extranet.dunkinbrands.com/ConstructionSub_DESIGN.htm

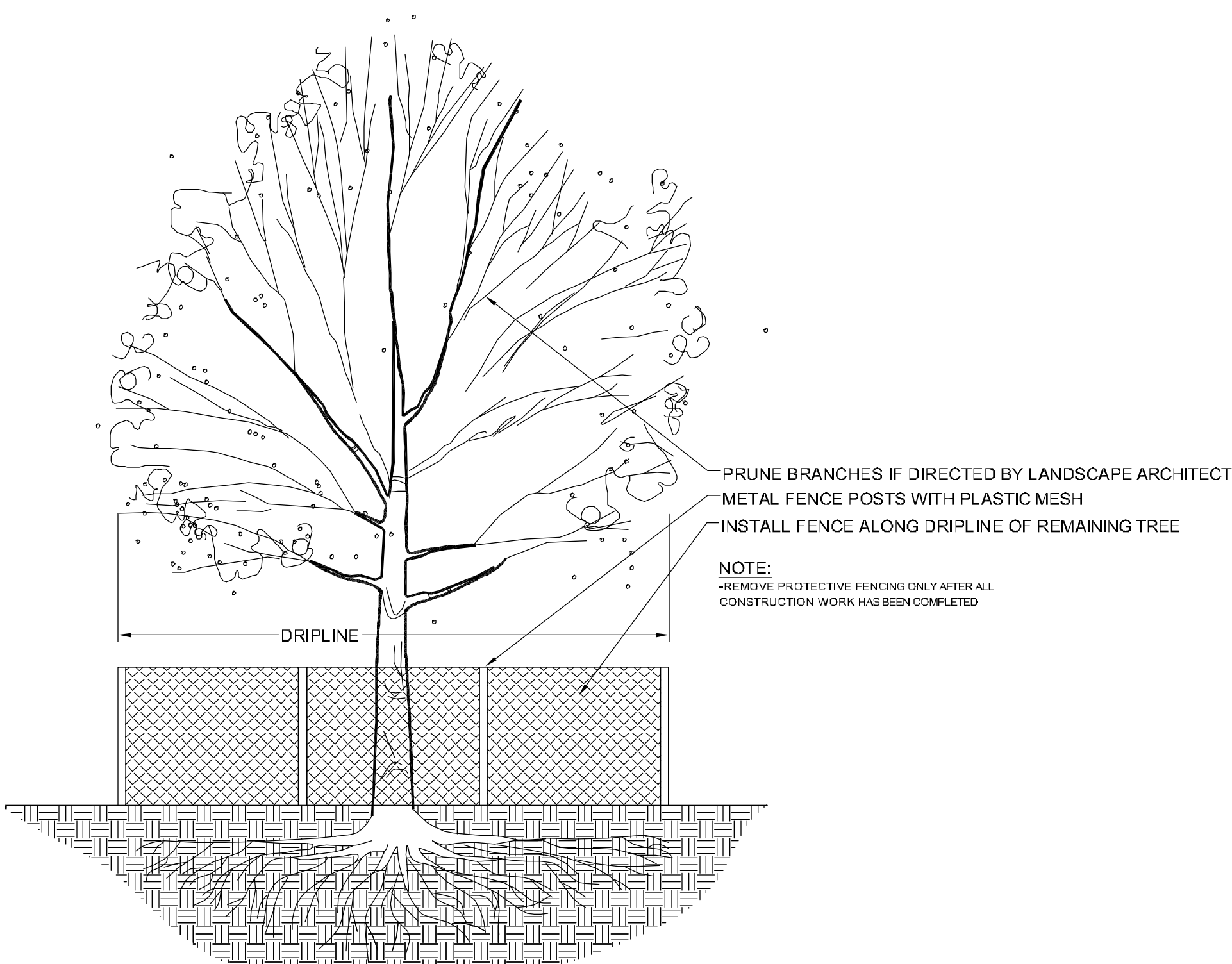


DUNKIN DONUTS

Arlington Heights, Illinois



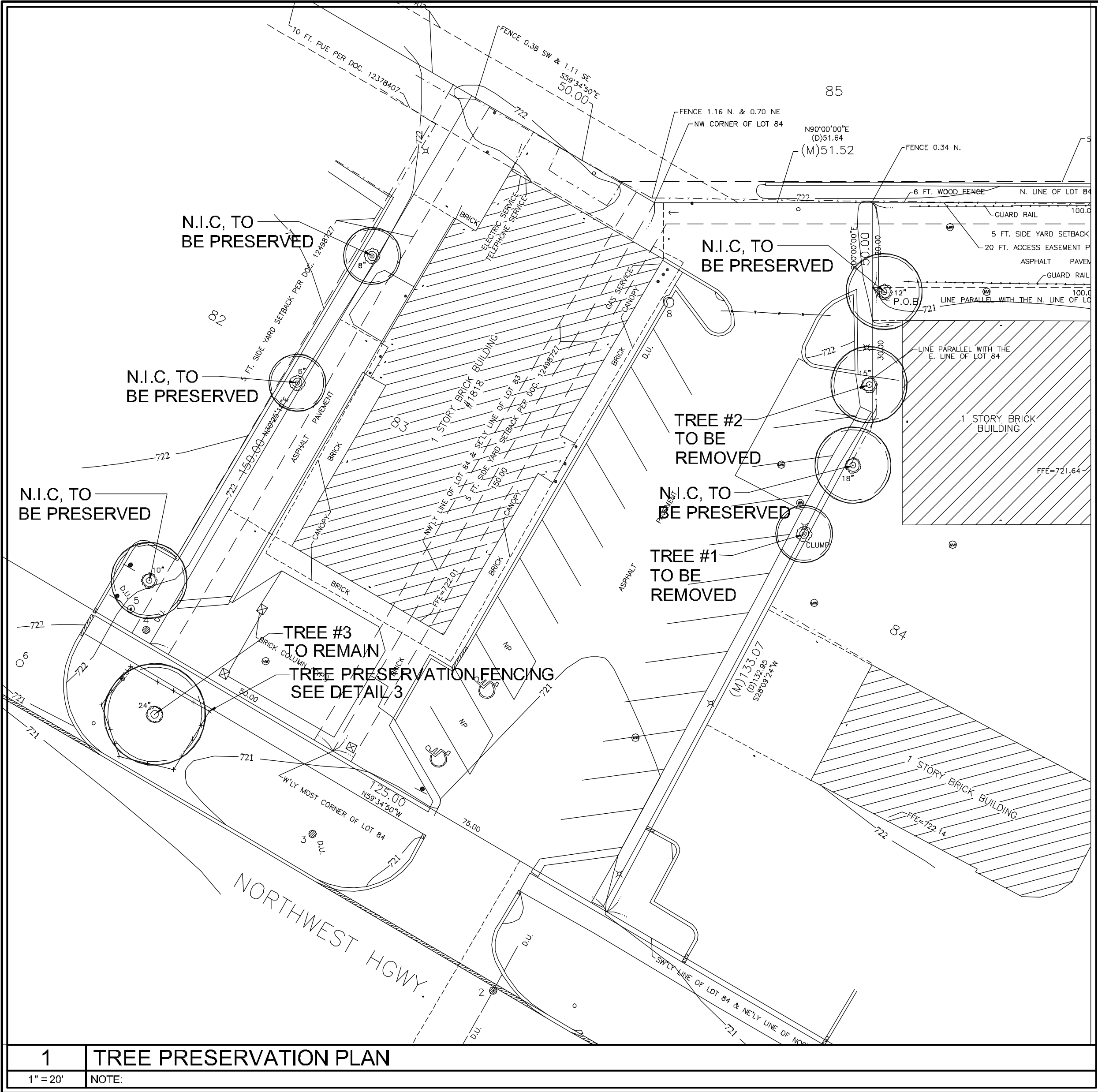
2 TREE TRUNK PRESERVATION BOARDS
NOT TO SCALE



3 TREE PRESERVATION FENCING
NOT TO SCALE

EXISTING PROTECTED TREE INVENTORY

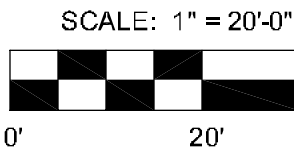
TREE #	Common Name / Botanic Name	Tree Diameter / Ht.	Comments	Action
1	Rhus Sumac	CLUMP	Poor	Remove
2	Ulmus Chinese Elm	15'	Fair	Remove
3	Fraxinus Ash	24'	Fair	Remain



1 TREE PRESERVATION PLAN

1" = 20'

NOTE:



TREE PRESERVATION PLAN

SHEET TITLE:

ISSUED FOR:

DATE:

PROJECT NUMBER:
21049

DESIGNED BY:
RR

SCALE:
1" = 20'-0"

REVIEWED BY:
RR

DATE:
11.01.13

PROJECT MANAGER:
LD

SHEET NUMBER:

TP-1

DUNKIN DONUTS

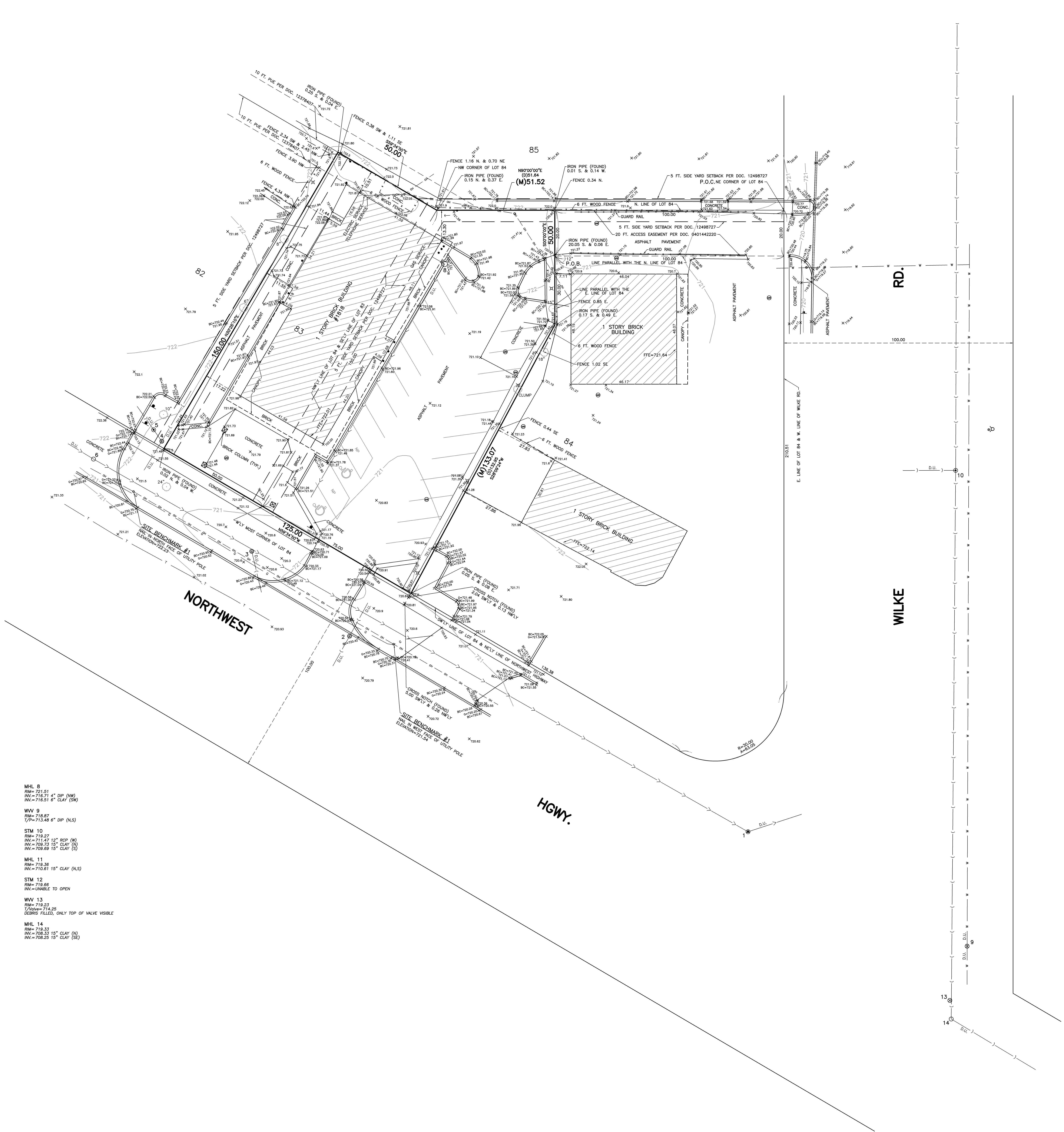
Arlington Heights, Illinois

PLAT OF SURVEY

OF

LOT 83 TOGETHER WITH THAT PART OF LOT 84 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 84; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 84 (BEING THE WEST LINE OF WILKE ROAD), A DISTANCE OF 20.0 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF LOT 84, A DISTANCE OF 150.00 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF LOT 84, A DISTANCE OF 30.0 FEET; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS A DEFLECTION ANGLE TO RIGHT WITH THE LAST DESCRIBED COURSE OF 28 DEGREES 00 MINUTES AND 00 SECONDS, A DISTANCE OF 132.95 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 84 (BEING THE NORTHEASTERLY RIGHT OF WAY LINE OF NORTHWEST HIGHWAY); THENCE NORTHWESTERLY ALONG THE SAID SOUTHWESTERLY LINE OF LOT 84, A DISTANCE OF 75.00 FEET TO THE WESTERLY MOST CORNER OF SAID LOT 84; THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 84, A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 84; THENCE EASTWARD ALONG THE NORTHERLY LINE OF SAID LOT 84, A DISTANCE OF 51.64 FEET; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF LOT 84, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; ALL IN ROBERT BARILETT'S ARLINGTON CREST ESTATES, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 24 AND PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1818 NORTHWEST HIGHWAY, ARLINGTON HEIGHTS, ILLINOIS



SAN 1
RM=220.12
INV=715.82 15" RCP (NW, NE)

CBN 2
RM=220.35
INV=715.49 12" RCP (NE)
T/P=715.10 12" RCP (SW)

CBN 3
RM=220.18
INV=715.84 4" CPP (SE)
INV=716.89 12" RCP (NE)

CBN 4
RM=221.25
INV=718.90 6" DIP (NW)
INV=716.85 9" RCP (NE)
INV=718.20 8" CLAY (SW)

STM 5
RM=221.25
INV=718.94 6" DIP (NW)
INV=716.82 8" DIP W/3" RESTRICTOR (SE)

MHL 6
RM=221.34
INV=715.86 15" RCP (NW)
INV=715.59 15" RCP (SE)

SAN 7
RM=222.38
INV=716.13 6" PVC (NE)
INV=715.96 8" PVC (NW)

MHL 8
RM=721.51
INV=716.51 4" DIP (NW)
INV=716.51 6" CLAY (SW)

WW 9
RM=718.87
T/P=713.48 6" DIP (NS)

STM 10
RM=719.27
INV=717.42 12" RCP (W)
INV=708.73 15" CLAY (N)
INV=709.69 15" CLAY (S)

MHL 11
RM=719.36
INV=715.61 15" CLAY (NS)

STM 12
RM=718.66
INV=UNABLE TO OPEN

WW 13
RM=719.23
T/P=718.25
DEBRIS FILLED, ONLY TOP OF VALVE VISIBLE

MHL 14
RM=719.33
INV=708.33 15" CLAY (N)
INV=708.25 15" CLAY (SE)

REFERENCE BENCHMARK: ARLINGTON HEIGHT BENCHMARK MONUMENT NUMBER 44; 1" BRASS DISC IN NORTHEASTERLY SIDE OF LIGHT POLE CONCRETE BASE 36"± SOUTHWESTERLY OF THE CENTERLINE OF NORTHWEST HIGHWAY AND 20'± NORTHWESTERLY OF THE CENTERLINE OF FAIR AVENUE AND 280'± SOUTHWESTERLY OF THE CENTERLINE OF WILKE ROAD AND NORTHERLY OF CHICAGO AND NORTHWESTER RAILROAD.
ELEVATION = 716.48 (NAD 1983)

THE TRACT OF LAND SURVEYED IS SUBJECT TO ADDITIONAL MATTERS OF TITLE THAT MAY BE DISCLOSED UPON INSPECTION OF A CURRENT TITLE COMMITMENT.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, THOMAS A. MOLLOY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND MANAGING AGENT OF EDWARD J. MOLLOY & ASSOCIATES, LTD., HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE UNDER MY DIRECTION OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SIGNED AT BENSENVILLE, ILLINOIS THIS 18TH DAY OF OCTOBER, A.D. 2013
EDWARD J. MOLLOY AND ASSOCIATES, LTD.
AN ILLINOIS PROFESSIONAL DESIGN FIRM - LICENSE NO. 184-002910

THOMAS A. MOLLOY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3409
(EXPIRES NOVEMBER 30, 2012 AND IS RENEWABLE)
MANAGING AGENT, ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002910
(EXPIRES APRIL 30, 2015 AND IS RENEWABLE)

SEALED ONLY WITH EMBOSSED SEAL

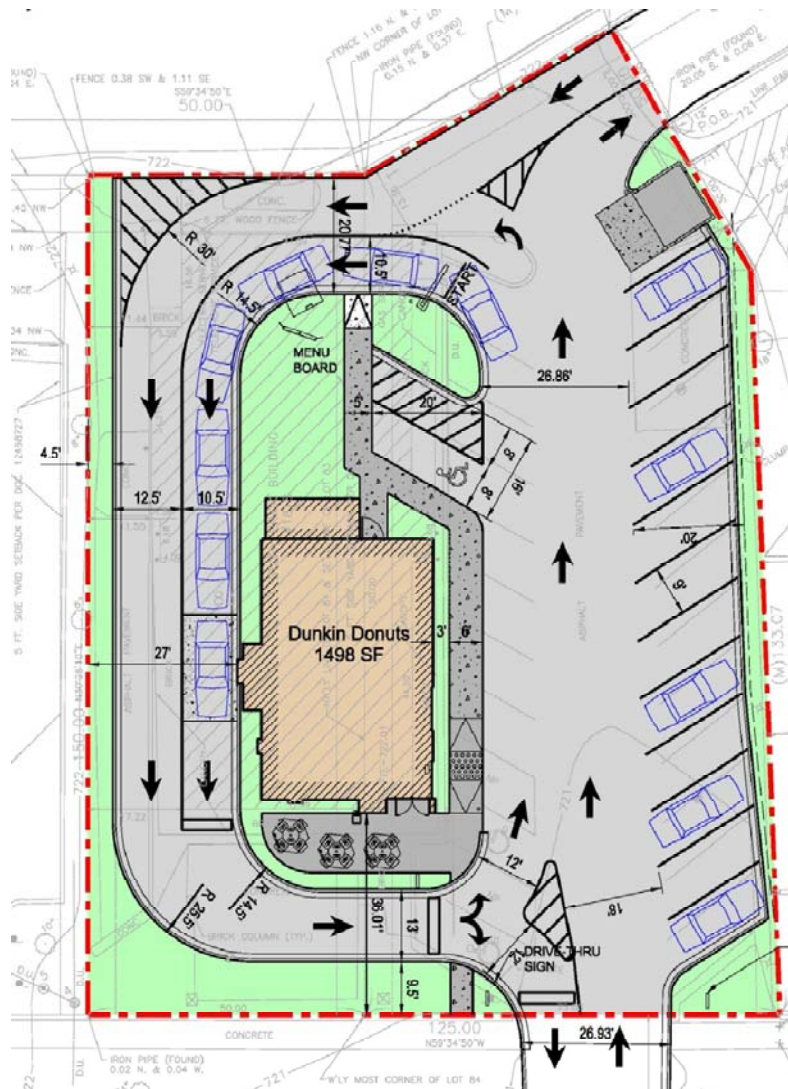


Dunkin' Donuts

Traffic Impact Study

Arlington Heights, Illinois

October 18, 2013



Ms. Lynn M. Means, P.E., PTOE



INTRODUCTION

Sam Schwartz Engineering, DPC (SSE) was retained by OHR Consulting, Inc. to conduct a traffic impact study for the proposed Dunkin' Donuts with drive-thru facility located on Northwest Highway (US Route 14) near Wilke Road in Arlington Heights, Illinois. The site location is illustrated on **Figure 1**.

As proposed, the project consists of the construction of 1,498 square foot coffee/donut shop with drive-thru window served by 13 off-street parking spaces. Access to the site is proposed via Northwest Highway and Wilke Road. A preliminary site plan prepared by Cross Engineering and Associates is provided in the Appendix.

The following report presents and documents SSE's methodology, data collection, analyses, and identifies improvements, as necessary, to mitigate impacts the development's traffic may have on the adjacent roadway network.



FIGURE 1
SITE LOCATION MAP



EXISTING CONDITIONS

SSE conducted field visits to collect relevant information pertaining to existing land uses in the area, the surrounding roadway network, existing traffic volumes, traffic controls, and roadway lane usage at all critical intersections, as well as public transportation in the study area. This section of the report provides a description of these existing characteristics.

Site Location

The site is currently vacant, formerly containing a 1,891 square-foot McDonalds restaurant served by one driveway on Northwest Highway and one driveway on Wilke Road. Adjacent land uses include an automobile service facility and dry cleaners east of the site, residential to the north, the Arlington Park Race Track and Arlington Park Metra Station to the south, and McDonalds and Burger King Restaurants to the west of the site.

Existing Street Characteristics

The area roadways most directly affect by the proposed development are Northwest Highway and Wilke Road. These roadways are described below in more detail.

Northwest Highway (US Route 14) is a four lane, northwest/southeast minor arterial roadway under the jurisdiction of the Illinois Department of Transportation (IDOT) adjacent to the site. The posted speed limit on Northwest Highway in the vicinity of the site is 40 miles per hour (MPH). Sidewalks are provided along both sides of the street adjacent to the site. Northwest Highway is a free-flow condition in the vicinity of the site access. At its signal-controlled intersection with Wilke Road, Northwest Highway is provided with a left-turn, through, and a shared through/right-turn lane in both the eastbound and westbound directions. Crosswalks are maintained along the west and north legs of the Northwest Highway and Wilke Road intersection. Improvements are currently planned by the Village of Arlington Heights, in cooperation with IDOT, the Union Pacific Railroad, Metra Commuter Rail, and the Cook County Department of Transportation and Highways, to provide traffic signal improvements at this intersection, including modifications to improve traffic signal sequencing, geometric changes, and an upgrades to the existing signal equipment and signal system interconnect.

Wilke Road is a north/south major collector in the site vicinity. Adjacent to the site, Wilke provides two lanes of travel in each direction and is under the jurisdiction of the Cook County Department of Transportation and Highways. South of Northwest Highway, Wilke Road is under the jurisdiction of the Village of Arlington Heights. The posted speed limit on Wilke Road in the vicinity of the site is 30 MPH. Sidewalks are provided along both sides of the street adjacent to the site. At its signalized intersection with Northwest Highway, southbound Wilke Road is provided with a left-turn lane, through, and shared through/right-turn lane; northbound Wilke Road is provided with a left-turn lane, two through lanes, and a right-turn lane. Wilke Road is a free-flow condition in the vicinity of the site access.

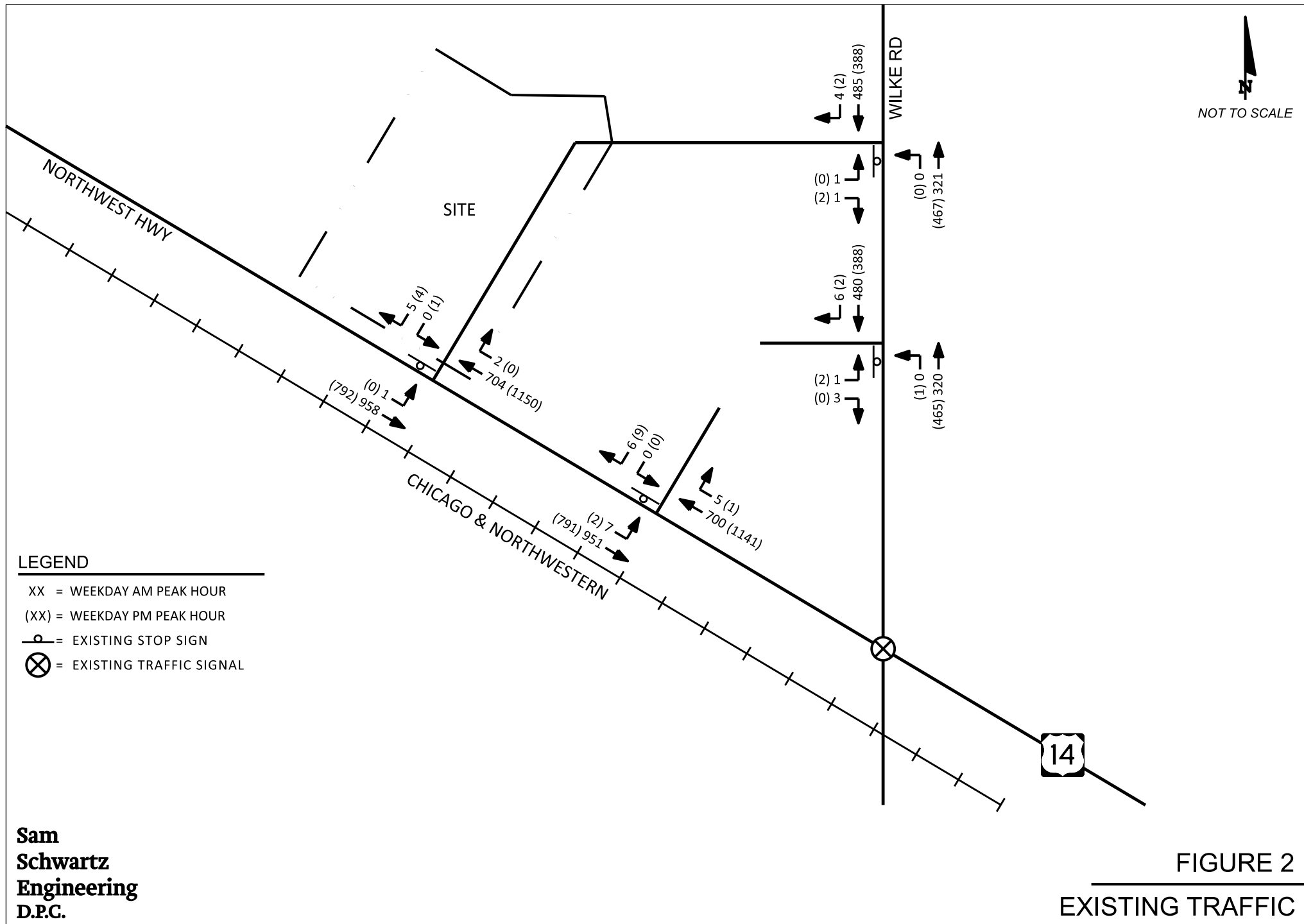


Existing Traffic Volumes

Existing traffic volumes were determined by manual traffic counts conducted in October 2013 during the weekday morning (6:00 to 9:00 AM) and weekday evening (4:00 to 6:00 PM) peak periods at the intersections of the site access driveways with Northwest Highway and Wilke Road. Weekday morning and weekday evening counts were also conducted during the same timeframe at the adjacent driveways serving the automobile service facility (1804 Northwest Highway) to assess the potential for cut-through traffic. The time periods were chosen since they coincide with the anticipated peak periods of the surrounding roadway system and the proposed development.

Based on traffic count data retrieved from the Illinois Department of Transportation's (IDOT) website, the average daily traffic (ADT) in the vicinity of the development is 20,100 vehicles with 800 trucks (4.0%) (year 2011) on Northwest Highway and 5,900 vehicles (year 2010) on Wilke Road.

The existing peak hour traffic volumes are illustrated on **Figure 2**. Summaries of the traffic count data are contained in the Appendix of this report.





FUTURE TRAFFIC CHARACTERISTICS

This section of the report presents the traffic characteristics associated with the proposed Dunkin' Donuts with drive-thru facility and evaluates the impact of future traffic on the area street system. This includes discussions regarding site development plans, site-generated traffic volumes and their distributions on the surrounding roadway network. Site access, site traffic assignment, and future traffic volumes are also discussed.

Traffic Growth

The proposed Dunkin' Donuts with drive-thru facility development is anticipated to be completed and occupied by the year 2014. In accordance with IDOT requirements, future traffic volume conditions were developed for the year 2019, build-out plus five (5) years. For the purpose of this study and based on a review of historical IDOT traffic volumes and recent studies performed in the area, traffic volumes along the roadways surrounding the site are assumed to experience an overall annual, compounded growth rate of approximately one (1) percent per year.

2019 No-Build (Non-Site) Conditions

The 2019 No-Build peak hour traffic volumes were accordingly developed by applying a one percent annual growth rate to the existing traffic (Figure 2). The 2019 No-Build traffic-flow networks are graphically depicted on **Figure 3**.

Development Plans

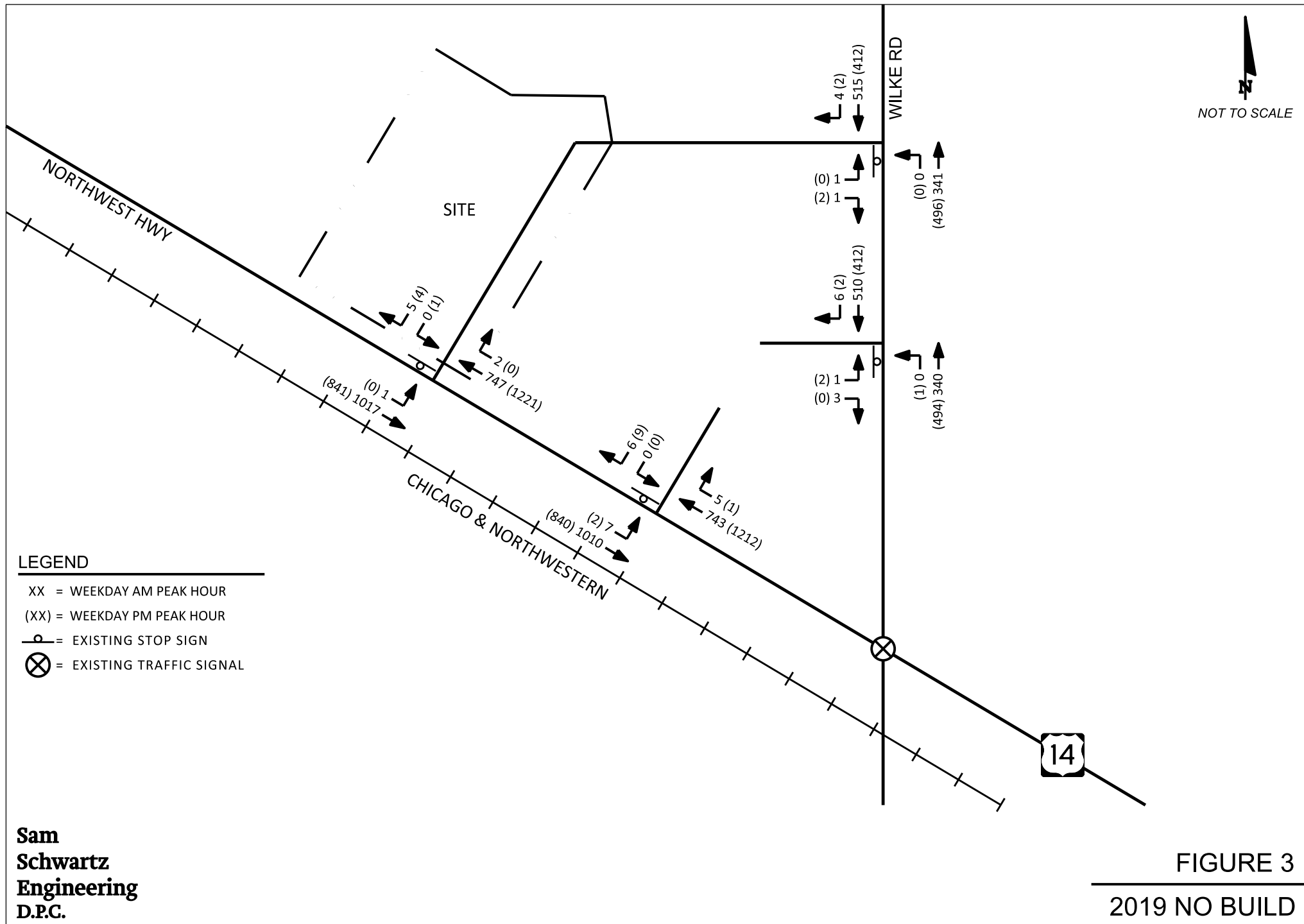
The proposed development plan consists of the construction of a 1,498 square foot Dunkin' Donuts with a drive-thru window. Access to the proposed development is planned via the two existing access driveways serving the site: one on Northwest Highway and one on Wilke Road.

Trip Generation

The estimates of traffic to be generated by the site are based upon the proposed land use types and sizes. The Institute of Transportation Engineers (ITE) report, *Trip Generation, 9th Edition*¹ was used to estimate the volume of traffic generated by the proposed development. The ITE report is a compilation of national traffic data surveys utilized to estimate traffic volumes for various land uses. Land use code (LUC) 937, Coffee/Donut Shop with Drive-Thru, was used to generate trips for the proposed use.

It should be noted that not all of the vehicle trips expected to be generated by the proposed project represent new trips on the study area roadway system. Studies have shown that for coffee/donut shop developments, a substantial portion of the site-generated vehicle trips are already present in the adjacent passing stream of traffic or are diverted from another route to the proposed site. Based on data presented in the ITE *Trip Generation Handbook*, the average pass-by trip percentage for a coffee/donut shop with drive-thru use is 49 to 50 percent during the weekday morning and evening peak hours. However, to provide a conservative analysis and in accordance with IDOT requirements, a 20% reduction for pass-by traffic was applied to the site-generated trips.

¹ *Trip Generation, 9th Edition, Institute of Transportation Engineers (ITE), Washington, D.C., 2012.*





The total trips to be generated for the proposed development are detailed in **Table 1**. All trip generation calculations are contained in the Appendix.

Table 1: Estimated Trip Generation

Land Use / Size	Weekday AM Peak Hour			Weekday PM Peak Hour			Weekday Daily		
	In	Out	Total	In	Out	Total	In	Out	Total
Coffee/Donut Shop with Drive-Thru (LUC 937) / 1,498 SF	77	74	151	32	32	64	613	613	1,226
Less Pass-By	-15	-15	-30	-6	-6	-12	-123	-123	-246
Total New Trips¹	62	59	121	26	26	52	490	490	980

¹ Proposed site trips minus pass-by site trips.

Accordingly, the proposed development is expected to generate approximately 980 total new trips on a typical weekday. During the weekday morning peak hour, the development is expected to generate 121 new vehicle trips (62 entering, 59 exiting) and 52 vehicle trips (26 entering, 26 exiting) during the weekday evening peak hour. It should be noted that the volume of pass-by traffic does not reduce the total volume of traffic generated by the development and the total trips generated will still be realized as turning movements at the site driveways.

As previously indicated, the site formerly contained a 1,891 square-foot McDonalds Restaurant. Therefore, a comparison was made between what the site would generate if it were operating as a fast-food restaurant versus the proposed coffee/donut shop with drive thru development. A summary of this trip generation comparison is provided in **Table 2**.

Table 2: Trip Generation Comparison

Land Use / Size	Weekday AM Peak Hour			Weekday PM Peak Hour			Weekday Daily		
	In	Out	Total	In	Out	Total	In	Out	Total
Fast-Food Restaurant without Drive-Thru (LUC 933) / 1,891 SF	50	33	83	25	24	49	724	724	1,448
Coffee/Donut Shop with Drive-Thru (LUC 937) / 1,498 SF	77	74	151	32	32	64	613	613	1,226
Net Change in Site Trips (Δ Coffee/Donut Shop – Fast Food Restaurant)	27	41	68	7	8	15	-111	-111	-222

Based on these rates, it is expected that the proposed Dunkin' Donuts development would generate 68 additional trips during the weekday AM peak hour, 15 additional trips during the weekday PM peak hour, and 222 fewer trips on a daily basis. This represents, on average, approximately one additional vehicle every minute during the weekday AM peak hour, one additional vehicle every four minutes during the weekday PM peak hour, and on average, nearly ten fewer trips each hour on a daily basis. The amount of site-generated traffic is expected to have minimal effects on the operations of the external street network.

Directional Distribution

The directions from which the site traffic will approach and depart the site are a function of several variables including the operational characteristics of the street system, competing opportunities, the



ease that motorists can travel over various sections of the system, and the existing travel patterns within the study area. The anticipated directional distribution of the expected new site traffic is shown in **Table 3** and on **Figure 4**. The distribution of pass-by traffic will follow the directional distribution of adjacent street traffic observed during each specific peak hour.

Table 3: Directional Distribution

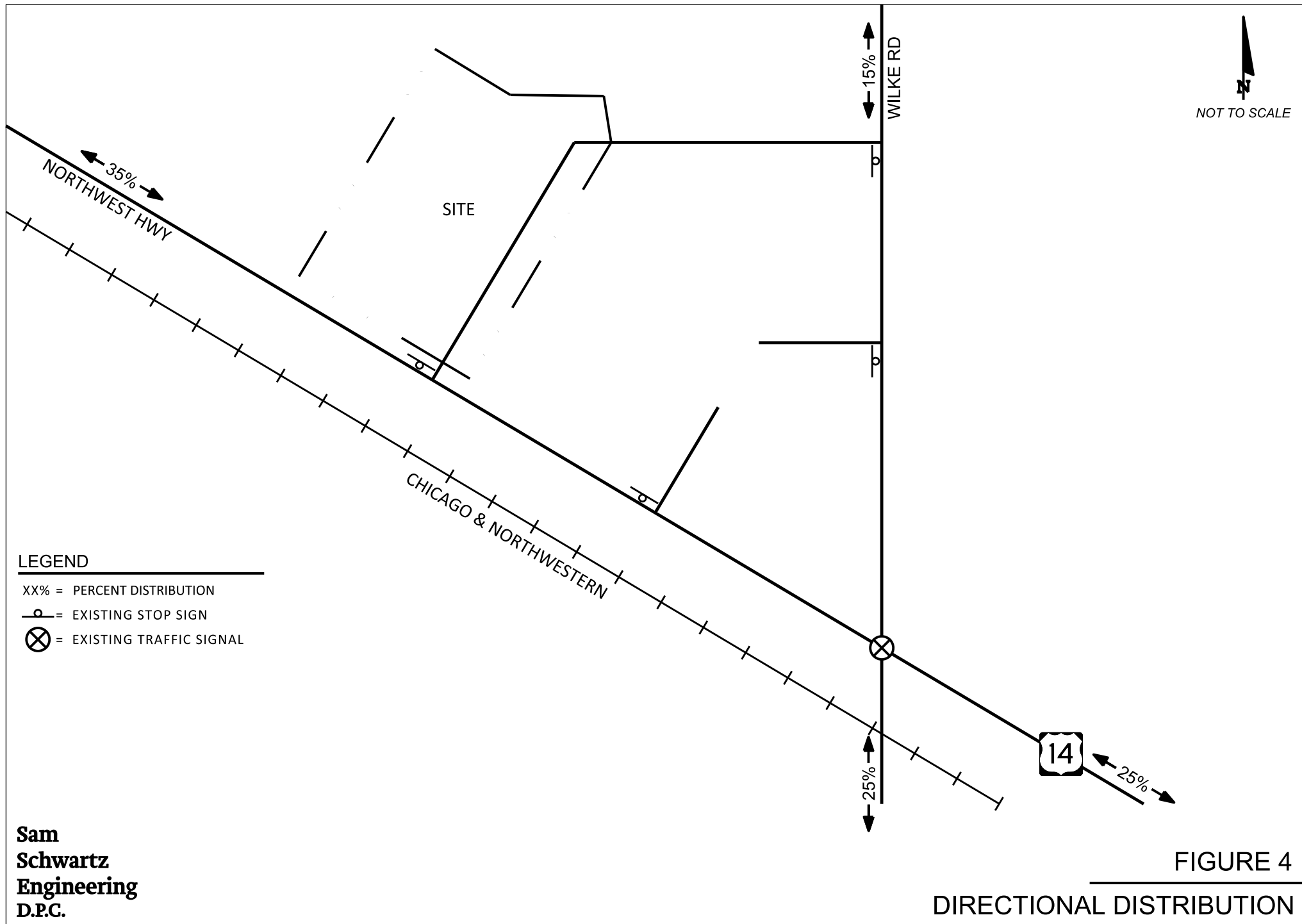
To/From the...	Percentage
West on Northwest Highway	35%
East on Northwest Highway	25%
South on Wilke Road	25%
North on Wilke Road	15%
Total	100%

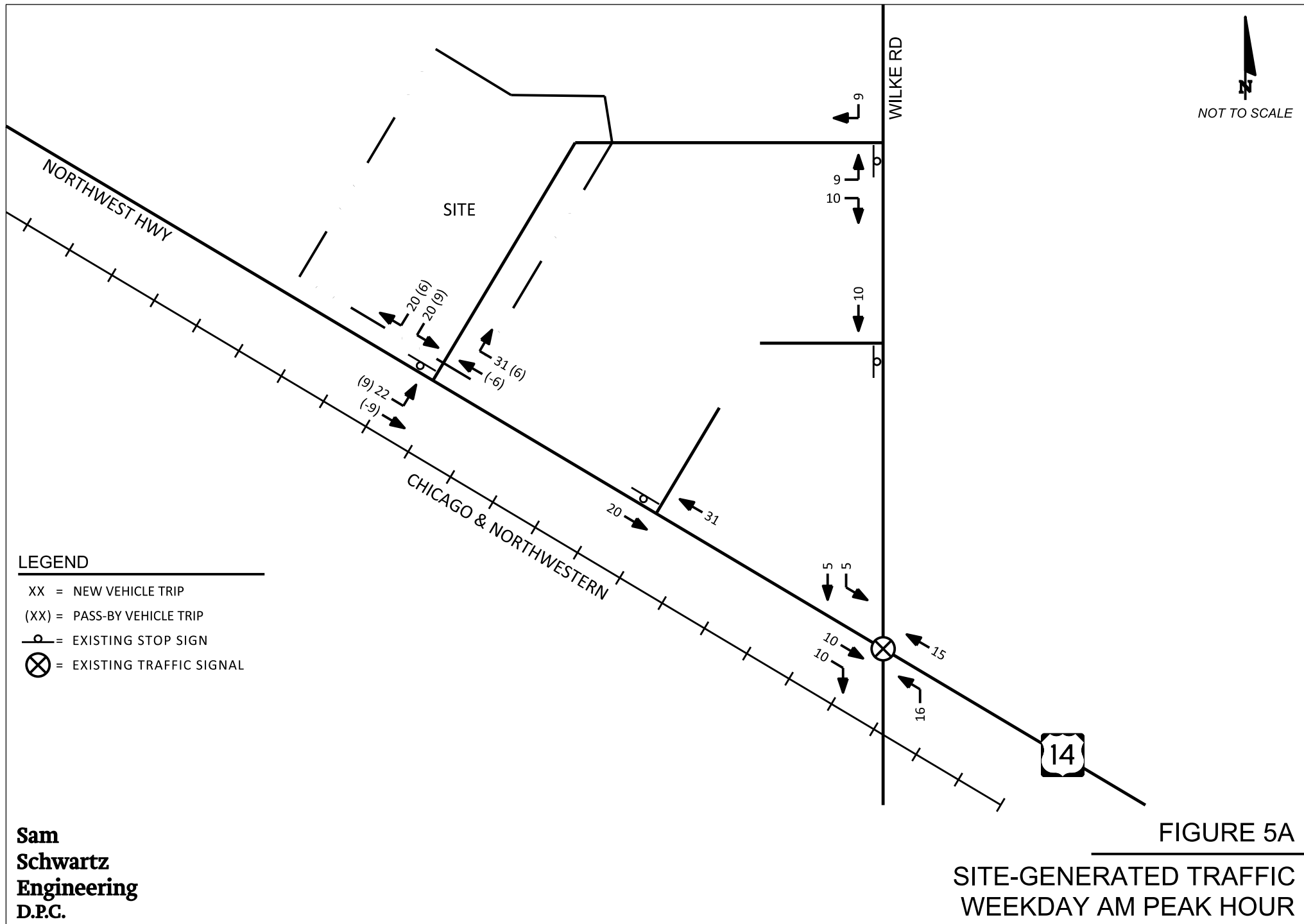
Site Traffic Assignment

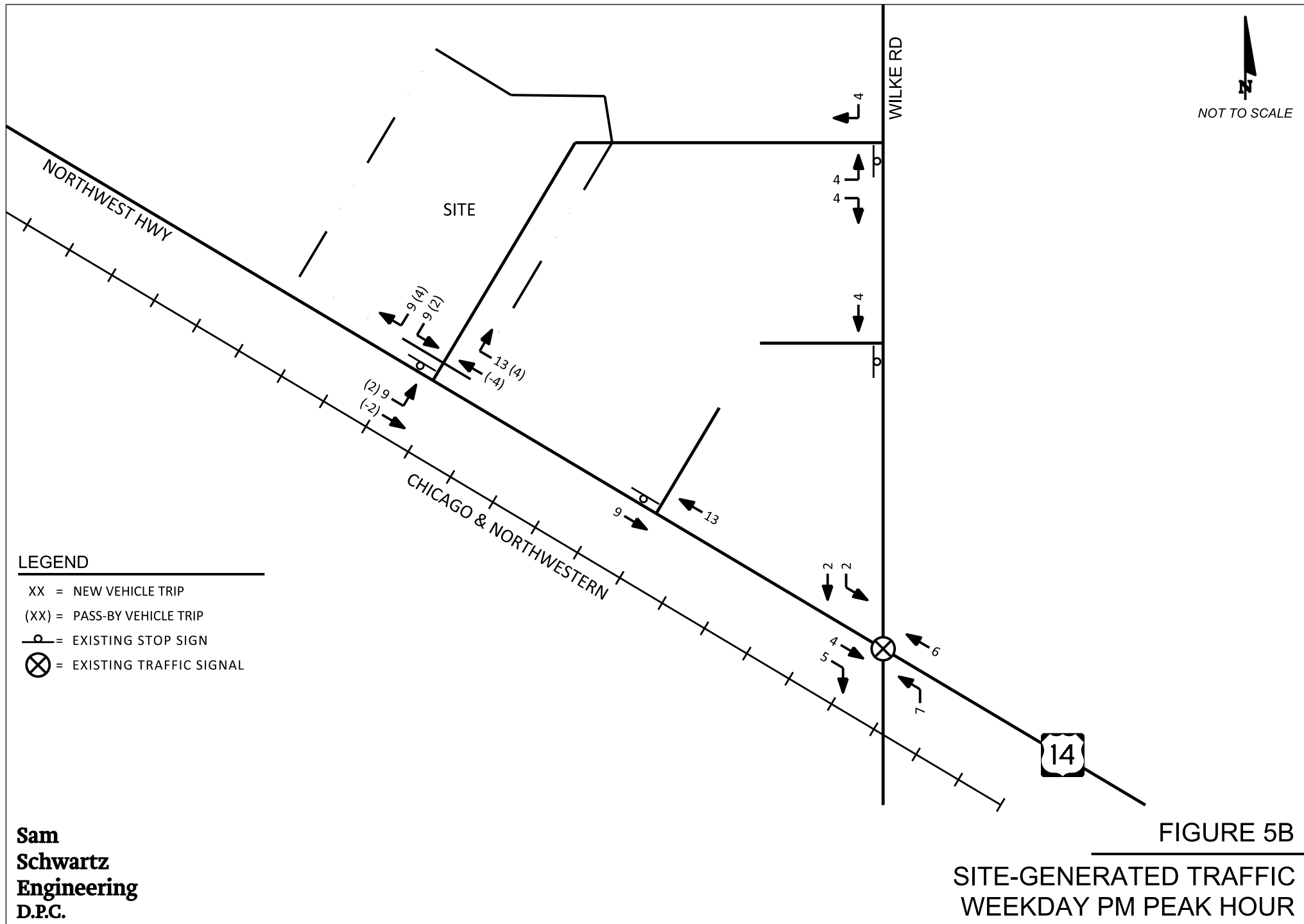
The site-generated traffic volumes were assigned to the external roadway system and proposed site access system based on the directional distribution as identified above. **Figures 5A and 5B** illustrate the site traffic assignment to and from the proposed development upon completion of the project.

Total Traffic Assignment

The total traffic assignment represents the overall projected traffic volumes upon full construction of the project and was determined by combining the site-generated volumes (Figures 5A and 5B) plus the 2019 No-Build traffic volumes (Figure 3). The 2019 total traffic volumes are shown on **Figure 6**.









ANALYSES AND RECOMMENDATIONS

An analysis of the study area intersections was conducted for existing and future conditions. Recommendations are identified, as necessary, in order to accommodate the traffic volumes associated with the proposed Dunkin' Donuts with drive-thru facility development. These analyses are summarized below.

Auxiliary Lane Analysis

Based on the preliminary site plan, access to the development is proposed via the two existing site access driveways: on Northwest Highway approximately 315 feet west of Wilke Road and on Wilke Road approximately 350 feet north of Northwest Highway. This study examined whether a right-turn and/or left-turn storage lane is required for the access driveways.

*IDOT's Bureau of Design and Environment Manual (BDE)*² was utilized to determine the need for exclusive right and left turn lanes. *Section 36-3 – Auxiliary Turn Lanes* indicates that a right turn lane is considered at any unsignalized intersection that satisfies the criteria illustrated in Figure 36-3B for four-lane highways. In addition, a left-turn lane is warranted at any unsignalized intersection on a four-lane highway where capacity analysis determines a left-turn lane is necessary to meet the level-of-service criteria.

Based on the geometric design and lane usage of Northwest Highway and Wilke Road and the estimated volume of site-generated traffic, auxiliary lanes are not warranted at the proposed site driveway locations. The graphical representation and the application of the estimated traffic volumes on Figure 36-3B for the right-turn warrant analyses is provided in the Appendix, while the capacity analysis is provided in the section below.

Capacity Analysis

Capacity and queue analyses were conducted for assessing the future transportation conditions in the vicinity of the site, using the methodologies outlined in the *Highway Capacity Manual*³. (LOS), which is assigned a letter from A to F based on the average total delay experienced by each vehicle passing through an intersection. Level of Service A is the highest (best traffic flow and least delay), Level of Service E represents saturated or at-capacity conditions, and Level of Service F is the lowest (oversaturated conditions). Typically, Level of Service D is the lowest satisfactory level accepted by public agencies in Northeastern Illinois for design of peak-hour conditions. The Highway Capacity Manual definition, for the level of service and the corresponding delay for unsignalized intersections, is contained in the Appendix of this report.

The capacity analysis results for each study intersection under the future traffic conditions are presented in **Table 4**. All output worksheets used for these analyses are contained in the Appendix.

²Bureau of Design and Environment Manual, Illinois Department of Transportation, 2010.

³Highway Capacity Manual, Transportation Research Board, National Research Council, Washington, D.C., 2010.

**Table 4: Intersection Level-of-Service and Queue Summary**

Intersection/Peak Hour/Lane	Build (Year 2019)	
	Delay ^A	LOS ^B
Northwest Hwy and Site Access		
<i>Weekday AM:</i>		
Northwest Hwy EB left-turns	9.0	A
Site SB approach	21.7	C
<i>Weekday PM:</i>		
Northwest Hwy EB left-turns	10.6	B
Site SB approach	24.0	C
Wilke Rd and Site Access		
<i>Weekday AM:</i>		
Wilke NB left-turns	8.6	A
Site EB approach	11.4	B
<i>Weekday PM:</i>		
Wilke NB left-turns	8.2	A
Site EB approach	10.4	B

^A Average control delay in seconds per vehicle.^B Level of service.

As shown in Table 4, all study intersections are expected to operate at acceptable LOS (LOS “C” or better) upon the construction of the proposed development. Based on the field observations, southbound vehicle queues on Wilke Road and eastbound vehicle queues on Northwest Highway at the adjacent signalized intersection are expected to extend beyond the proposed site driveways under both existing and future conditions during both peak hours analyzed. However, field observations revealed that these queues dissipated between cycles and there are adequate gaps in traffic flow on both Northwest Highway and Wilke Road to accommodate maneuvers entering and exiting the proposed development. Furthermore, capacity improvements can be anticipated at the Northwest Highway and Wilke Road intersection with the planned Village intersection improvement project.

The development, as described herein, will have a minimal effect upon the operations of the existing street network. The existing roadway geometry is adequate to accommodate future and site traffic. The analysis of future conditions considered that the site access southbound approach with Northwest Highway and the site access driveway eastbound approach with Wilke Road would operate under STOP-sign control.

The development as proposed will result in increases in traffic on study area roadways. As shown on Figures 5A and 5B, during the peak hours, the traffic volume increases on Northwest Highway are expected to be in the range of 12 to 42 vehicles and 8 to 31 vehicles on Wilke Road. These increases represent, on average, one additional vehicle every one to seven minutes during the weekday morning and evening peak periods, which represents, on average, about 1 additional vehicle trips per cycle length at the adjacent signalized intersection. Therefore, it is anticipated that the proposed development will have minor traffic impacts to the Northwest Highway and Wilke Road intersection.



Drive-up Stacking Analysis

A drive-up stacking analysis was conducted to analyze whether the proposed storage space is adequate enough to accommodate the drive-thru vehicles in the coffee/donut shop.

Based on the site plan prepared by Cross Engineering and Associates dated October 14, 2013, the on-site vehicle storage space of the proposed coffee/donut shop drive-thru window is 7 vehicles, without disrupting site access or on-site circulation. Based upon historical drive-thru data from existing Dunkin' Donuts facilities, the average vehicle queue at similar facilities is 5 vehicles, with a maximum of 7 vehicles. Accordingly, the 7 car storage length, as proposed, is more than adequate to accommodate the anticipated vehicle queue length for the coffee/donut shop drive-thru facility.

Cut-Through Traffic Analysis

As shown on Figure 2 (Existing Traffic Volume Network), the existing, vacant site currently experiences cut-through traffic between Wilke Road and Northwest Highway. Cut-through traffic is traffic passing through a specific area without stopping or without at least one trip end within the area. During the weekday morning peak hour the site experienced 8 cut-through trips, while 5 cut-through trips were experience during the evening peak hour. Accordingly, in order to minimize the potential for future cut-through traffic and based on the adjacent land use, an automobile repair facility, a cross-connection is not recommended to the adjacent parcel. Cross-connections currently are present between the automobile repair facility, the dry cleaners, and the Wilke Road site access. Accordingly, cross-connection trips, although anticipated to be minimal, can still occur without traffic needing to exit/enter on Wilke Road and Northwest Highway.



CONCLUSION

A traffic impact analysis was conducted for the proposed Dunkin' Donuts with drive-thru facility in Arlington Heights, Illinois. Based on the conducted analyses, the following conclusions were developed:

- Traffic generated by the proposed development will have negligible impact on Northwest Highway and Wilke Road.
- No additional turn lanes on Northwest Highway and Wilke Road are needed to accommodate this development. Northwest Highway and Wilke Road will remain free flow and will not experience any interruption in service as a direct result of this development.
- The capacity analysis shows that the site access driveways will operate at an acceptable LOS upon the construction of the proposed development. There are adequate gaps in traffic flow on both Northwest Highway and Wilke Road to accommodate maneuvers entering and exiting the proposed development
- Exiting traffic from this development should be under STOP-sign control.
- A DO NOT ENTER- sign should be posted at the Drive-Thru Exit to deter opposing vehicles from entering the one-way drive-thru system.
- A review of the site plan concludes that there is sufficient storage capacity for the drive-thru service so as to not impede traffic operations on Northwest Highway and Wilke Road.
- A cross-connection is not recommended to the adjacent automobile repair facility due to the potential for future cut-through traffic. Cross-connections currently are present between the automobile repair facility, the dry cleaners, and the Wilke Road site access, which allows for cross-connection trips without traffic needing to exit/enter on Wilke Road and Northwest Highway.

APPENDICES

Preliminary Site Plan

Traffic Counts

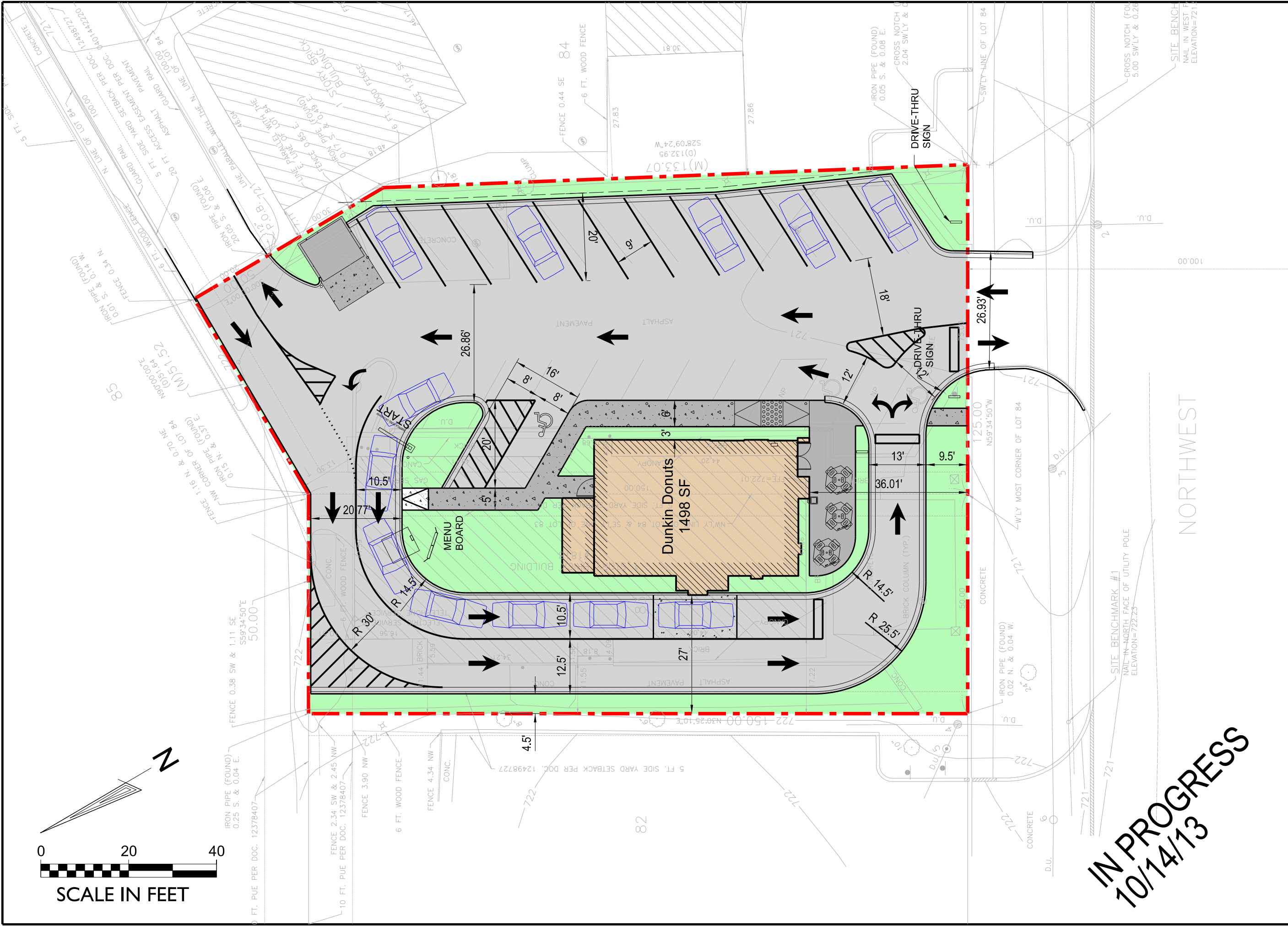
Trip Generation Calculations

Auxiliary Turn Lane Analysis

Level of Service (LOS) Summary

Intersection Capacity Analysis

Preliminary Site Plan



Cross Engineering & Associates, Inc.
1955 Raymond Drive, Suite 119
Northbrook, IL 60062
Tel: 847/498-0800

PROJECT:

Dunkin' Donuts
(Near Wilke Road)
1818 Northwest Highway
Arlington Heights, IL

PREPARED FOR:

Chicagoland Commissary, LLC
1529 W. Madison
Chicago IL

NO.	DATE	DESCRIPTION
1	10/14/13	Date Issued

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JOB NO.	1311
PAGE	OF

Traffic Counts

PROJECT: 13.03.3990
DATE: 10/2/2013
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 6:00 AM - 9:00 AM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

WEST ACCESS & US 14 (NW HWY)

15 MIN BEGIN	WEST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:15 AM	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1
6:30 AM	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	0	3
6:45 AM	0	0	0	0	0	0	1	1	2	0	0	2	0	0	0	0	3
7:00 AM	0	0	0	0	0	0	3	3	1	0	0	1	0	0	0	0	4
7:15 AM	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1
7:30 AM	0	0	0	0	0	0	2	2	1	0	0	1	0	0	1	1	4
7:45 AM	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	2
8:00 AM	0	0	0	0	0	0	1	1	0	0	0	0	0	0	1	1	2
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	1
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL:	0	0	0	0	1	0	14	15	4	0	0	4	0	0	2	2	21

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

WEST ACCESS & US 14 (NW HWY)

HOUR BEGIN	WEST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:00 AM	0	0	0	0	0	0	5	5	2	0	0	2	0	0	0	0	7
6:15 AM	0	0	0	0	0	0	8	8	3	0	0	3	0	0	0	0	11
6:30 AM	0	0	0	0	0	0	8	8	3	0	0	3	0	0	0	0	11
6:45 AM	0	0	0	0	0	0	7	7	4	0	0	4	0	0	1	1	12
7:00 AM	0	0	0	0	0	0	8	8	2	0	0	2	0	0	1	1	11
7:15 AM	0	0	0	0	0	0	6	6	1	0	0	1	0	0	2	2	9
7:30 AM	0	0	0	0	0	0	5	5	1	0	0	1	0	0	2	2	8
7:45 AM	0	0	0	0	1	0	3	4	0	0	0	0	0	0	1	1	5
8:00 AM	0	0	0	0	1	0	1	2	0	0	0	0	0	0	1	1	3

PEAK HOUR SUMMARY

HOUR BEGIN	WEST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:45 AM	0	0	0	0	0	0	7	7	4	0	0	4	0	0	1	1	PHF = 0.75

PROJECT: 13.03.3990
DATE: 10/2/2013
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 4:00 PM - 6:00 PM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

WEST ACCESS & US 14 (NW HWY)

[illegible]

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

WEST ACCESS & US 14 (NW HWY)

[illegible]

PEAK HOUR SUMMARY

HOUR BEGIN	WEST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
5:00 PM	0	0	0	0	1	0	4	5	0	0	0	0	0	0	0	0	5
																	PHF = 0.42

PROJECT: 13.03.3990
DATE: 10/2/2013
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 6:00 AM - 9:00 AM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

EAST ACCESS & US 14 (NW HWY)

15 MIN BEGIN	EAST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:00 AM	0	0	0	0	0	0	3	3	2	82	0	84	0	62	0	62	149
6:15 AM	0	0	0	0	0	0	1	1	0	147	2	149	0	81	0	81	231
6:30 AM	0	0	0	0	0	0	4	4	0	178	1	179	0	110	0	110	293
6:45 AM	0	0	0	0	0	0	2	2	4	190	0	194	0	117	0	117	313
7:00 AM	0	0	0	0	1	0	4	5	1	185	0	186	0	126	2	128	319
7:15 AM	0	0	0	0	0	0	1	1	3	211	1	215	1	138	0	139	355
7:30 AM	0	0	0	0	0	0	2	2	6	260	0	266	0	138	1	139	407
7:45 AM	0	0	0	0	0	0	2	2	0	221	0	221	0	198	0	198	421
8:00 AM	0	0	0	0	0	0	2	2	0	214	0	214	0	196	2	198	414
8:15 AM	0	0	0	0	0	0	0	0	1	254	2	257	0	168	2	170	427
8:30 AM	0	0	0	0	1	0	0	1	2	204	1	207	0	153	0	153	361
8:45 AM	0	0	0	0	0	0	0	0	0	233	0	233	0	156	0	156	389
TOTAL:	0	0	0	0	2	0	21	23	19	2379	7	2405	1	1643	7	1651	4079

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

EAST ACCESS & US 14 (NW HWY)

HOUR BEGIN	EAST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:00 AM	0	0	0	0	0	0	10	10	6	597	3	606	0	370	0	370	986
6:15 AM	0	0	0	0	1	0	11	12	5	700	3	708	0	434	2	436	1156
6:30 AM	0	0	0	0	1	0	11	12	8	764	2	774	1	491	2	494	1280
6:45 AM	0	0	0	0	1	0	9	10	14	846	1	861	1	519	3	523	1394
7:00 AM	0	0	0	0	1	0	9	10	10	877	1	888	1	600	3	604	1502
7:15 AM	0	0	0	0	0	0	7	7	9	906	1	916	1	670	3	674	1597
7:30 AM	0	0	0	0	0	0	6	6	7	949	2	958	0	700	5	705	1669
7:45 AM	0	0	0	0	1	0	4	5	3	893	3	899	0	715	4	719	1623
8:00 AM	0	0	0	0	1	0	2	3	3	905	3	911	0	673	4	677	1591

PEAK HOUR SUMMARY

HOUR BEGIN	EAST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
7:30 AM	0	0	0	0	0	0	6	6	7	949	2	958	0	700	5	705	1669
																PHF =	0.99

PROJECT: 13.03.3990
DATE: 10/2/2013
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 6:00 AM - 9:00 AM

15 MINUTE SUMMARY OF INDIVIDUAL TRUCK MOVEMENTS

EAST ACCESS & US 14 (NW HWY)

15 MIN BEGIN	EAST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:00 AM	0	0	0	0	0	0	0	0	0	2	0	2	0	1	0	1	3
6:15 AM	0	0	0	0	0	0	1	1	0	2	0	2	0	5	0	5	8
6:30 AM	0	0	0	0	0	0	3	3	0	6	0	6	0	5	0	5	14
6:45 AM	0	0	0	0	0	0	1	1	2	3	0	5	0	6	0	6	12
7:00 AM	0	0	0	0	0	0	3	3	1	8	0	9	0	9	0	9	21
7:15 AM	0	0	0	0	0	0	1	1	0	12	0	12	0	2	0	2	15
7:30 AM	0	0	0	0	0	0	2	2	1	6	0	7	0	4	1	5	14
7:45 AM	0	0	0	0	0	0	2	2	0	2	0	2	0	5	0	5	9
8:00 AM	0	0	0	0	0	0	1	1	0	4	0	4	0	6	1	7	12
8:15 AM	0	0	0	0	0	0	0	0	0	5	0	5	0	4	0	4	9
8:30 AM	0	0	0	0	1	0	0	1	0	3	0	3	0	6	0	6	10
8:45 AM	0	0	0	0	0	0	0	0	0	6	0	6	0	3	0	3	9
TOTAL:	0	0	0	0	1	0	14	15	4	59	0	63	0	56	2	58	136

HOURLY SUMMARY OF INDIVIDUAL TRUCK MOVEMENTS

EAST ACCESS & US 14 (NW HWY)

HOUR BEGIN	EAST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:00 AM	0	0	0	0	0	0	5	5	2	13	0	15	0	17	0	17	37
6:15 AM	0	0	0	0	0	0	8	8	3	19	0	22	0	25	0	25	55
6:30 AM	0	0	0	0	0	0	8	8	3	29	0	32	0	22	0	22	62
6:45 AM	0	0	0	0	0	0	7	7	4	29	0	33	0	21	1	22	62
7:00 AM	0	0	0	0	0	0	8	8	2	28	0	30	0	20	1	21	59
7:15 AM	0	0	0	0	0	0	6	6	1	24	0	25	0	17	2	19	50
7:30 AM	0	0	0	0	0	0	5	5	1	17	0	18	0	19	2	21	44
7:45 AM	0	0	0	0	1	0	3	4	0	14	0	14	0	21	1	22	40
8:00 AM	0	0	0	0	1	0	1	2	0	18	0	18	0	19	1	20	40

PEAK HOUR SUMMARY

HOUR BEGIN	EAST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:45 AM	0	0	0	0	0	0	7	7	4	29	0	33	0	21	1	22	62
																PHF =	0.74

PROJECT: 13.03.3990
DATE: 10/2/2013
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 4:00 PM - 6:00 PM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

EAST ACCESS & US 14 (NW HWY)

15 MIN BEGIN	EAST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	0	0	0	0	0	0	1	1	4	173	2	179	0	230	1	231	411
4:15 PM	0	0	0	0	0	0	2	2	1	154	0	155	0	260	0	260	417
4:30 PM	0	0	0	0	0	0	0	0	1	172	0	173	0	300	0	300	473
4:45 PM	1	0	0	1	0	0	2	2	0	194	0	194	0	225	0	225	422
5:00 PM	0	0	0	0	0	0	2	2	0	216	0	216	0	315	1	316	534
5:15 PM	0	0	0	0	0	0	2	2	1	187	0	188	0	266	0	266	456
5:30 PM	0	0	0	0	0	0	3	3	1	192	0	193	2	296	0	298	494
5:45 PM	0	0	0	0	0	0	1	1	0	196	0	196	0	264	0	264	461
TOTAL:	1	0	0	1	0	0	13	13	8	1484	2	1494	2	2156	2	2160	3668

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

EAST ACCESS & US 14 (NW HWY)

HOUR BEGIN	EAST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	1	0	0	1	0	0	5	5	6	693	2	701	0	1015	1	1016	1723
4:15 PM	1	0	0	1	0	0	6	6	2	736	0	738	0	1100	1	1101	1846
4:30 PM	1	0	0	1	0	0	6	6	2	769	0	771	0	1106	1	1107	1885
4:45 PM	1	0	0	1	0	0	9	9	2	789	0	791	2	1102	1	1105	1906
5:00 PM	0	0	0	0	0	0	8	8	2	791	0	793	2	1141	1	1144	1945

PEAK HOUR SUMMARY

HOUR BEGIN	EAST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
5:00 PM	0	0	0	0	0	0	8	8	2	791	0	793	2	1141	1	1144	1945
																PHF =	0.91

PROJECT: 13.03.3990
DATE: 10/2/2013
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 4:00 PM - 6:00 PM

15 MINUTE SUMMARY OF INDIVIDUAL TRUCK MOVEMENTS

EAST ACCESS & US 14 (NW HWY)

15 MIN BEGIN	EAST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	7	7
4:15 PM	0	0	0	0	0	0	2	2	0	4	0	4	0	1	0	1	7
4:30 PM	0	0	0	0	0	0	0	0	0	2	0	2	0	5	0	5	7
4:45 PM	0	0	0	0	0	0	0	0	0	7	0	7	0	3	0	3	10
5:00 PM	0	0	0	0	0	0	0	0	0	6	0	6	0	4	0	4	10
5:15 PM	0	0	0	0	0	0	1	1	0	0	0	0	0	1	0	1	2
5:30 PM	0	0	0	0	0	0	3	3	0	4	0	4	0	1	0	1	8
5:45 PM	0	0	0	0	0	0	0	0	0	1	0	1	0	4	0	4	5
TOTAL:	0	0	0	0	0	0	6	6	0	24	0	24	0	26	0	26	56

HOURLY SUMMARY OF INDIVIDUAL TRUCK MOVEMENTS

EAST ACCESS & US 14 (NW HWY)

HOUR BEGIN	EAST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	0	0	0	0	0	0	2	2	0	13	0	13	0	16	0	16	31
4:15 PM	0	0	0	0	0	0	2	2	0	19	0	19	0	13	0	13	34
4:30 PM	0	0	0	0	0	0	1	1	0	15	0	15	0	13	0	13	29
4:45 PM	0	0	0	0	0	0	4	4	0	17	0	17	0	9	0	9	30
5:00 PM	0	0	0	0	0	0	4	4	0	11	0	11	0	10	0	10	25

PEAK HOUR SUMMARY

HOUR BEGIN	EAST ACCESS								US 14 (NW HWY)								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:15 PM	0	0	0	0	0	0	2	2	0	19	0	19	0	13	0	13	34
																PHF =	0.85

PROJECT: 13.03.3990
DATE: 10/2/2013
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 6:00 AM - 9:00 AM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

WILKE RD. & NORTH ACCESS

15 MIN BEGIN	WILKE RD.								NORTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:15 AM	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1
6:30 AM	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	0	3
6:45 AM	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	2
7:00 AM	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	0	3
7:15 AM	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1
7:30 AM	0	0	0	0	0	0	2	2	1	0	1	2	0	0	0	0	4
7:45 AM	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1
8:00 AM	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	1
8:45 AM	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	2
TOTAL:	0	0	0	0	0	0	16	16	1	0	2	3	0	0	0	0	19

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

WILKE RD. & NORTH ACCESS

HOUR BEGIN	WILKE RD.								NORTH ACCESS								INTER- SECTION TOTAL	
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND					
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL		
6:00 AM	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0	0	0	6
6:15 AM	0	0	0	0	0	0	0	9	9	0	0	0	0	0	0	0	0	9
6:30 AM	0	0	0	0	0	0	0	9	9	0	0	0	0	0	0	0	0	9
6:45 AM	0	0	0	0	0	0	0	8	8	1	0	1	2	0	0	0	0	10
7:00 AM	0	0	0	0	0	0	0	7	7	1	0	1	2	0	0	0	0	9
7:15 AM	0	0	0	0	0	0	0	5	5	1	0	1	2	0	0	0	0	7
7:30 AM	0	0	0	0	0	0	0	4	4	1	0	1	2	0	0	0	0	6
7:45 AM	0	0	0	0	0	0	0	2	2	0	0	1	1	0	0	0	0	3
8:00 AM	0	0	0	0	0	0	0	3	3	0	0	1	1	0	0	0	0	4

PEAK HOUR SUMMARY

HOUR BEGIN	WILKE RD.								NORTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:45 AM	0	0	0	0	0	0	8	8	1	0	1	2	0	0	0	0	PHF = 0.83

PROJECT: 13.03.3990
DATE: 10/2/2013
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 4:00 PM - 6:00 PM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

WILKE RD. & NORTH ACCESS

15 MIN BEGIN	WILKE RD.								NORTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	1
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	1
5:30 PM	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	2
5:45 PM	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	1
TOTAL:	1	0	0	1	0	0	2	2	0	0	3	3	0	0	0	0	6

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

WILKE RD. & NORTH ACCESS

HOUR BEGIN	WILKE RD.								NORTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	1	0	0	1	0	0	0	0	0	0	1	1	0	0	0	0	2
4:15 PM	1	0	0	1	0	0	0	0	0	0	1	1	0	0	0	0	2
4:30 PM	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	2
4:45 PM	0	0	0	0	0	0	2	2	0	0	2	2	0	0	0	0	4
5:00 PM	0	0	0	0	0	0	2	2	0	0	2	2	0	0	0	0	4

PEAK HOUR SUMMARY

HOUR BEGIN	WILKE RD.								NORTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
5:00 PM	0	0	0	0	0	0	2	2	0	0	2	2	0	0	0	0	PHF = 0.50

PROJECT: 13.03.3990
DATE: 10/2/2013
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 6:00 AM - 9:00 AM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

WILKE RD. & SOUTH ACCESS

15 MIN BEGIN	WILKE RD.								SOUTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:00 AM	0	15	0	15	0	25	0	25	0	0	0	0	0	0	0	0	40
6:15 AM	0	33	0	33	0	51	1	52	0	0	0	0	0	0	0	0	85
6:30 AM	0	46	0	46	0	49	4	53	0	0	0	0	0	0	0	0	99
6:45 AM	0	77	0	77	0	69	2	71	0	0	0	0	0	0	0	0	148
7:00 AM	0	71	0	71	0	72	4	76	0	0	1	1	0	0	0	0	148
7:15 AM	0	76	0	76	0	74	1	75	0	0	0	0	0	0	0	0	151
7:30 AM	0	105	0	105	0	137	2	139	1	0	1	2	0	0	0	0	246
7:45 AM	0	76	0	76	0	127	1	128	0	0	0	0	0	0	0	0	204
8:00 AM	0	70	0	70	0	106	3	109	0	0	0	0	0	0	0	0	179
8:15 AM	0	69	0	69	0	110	0	110	0	0	2	2	0	0	0	0	181
8:30 AM	0	60	0	60	0	95	0	95	0	0	1	1	0	0	0	0	156
8:45 AM	0	47	0	47	0	113	3	116	1	0	0	1	0	0	0	0	164
TOTAL:	0	745	0	745	0	1028	21	1049	2	0	5	7	0	0	0	0	1801

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

WILKE RD. & SOUTH ACCESS

HOUR BEGIN	WILKE RD.								SOUTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:00 AM	0	171	0	171	0	194	7	201	0	0	0	0	0	0	0	0	372
6:15 AM	0	227	0	227	0	241	11	252	0	0	1	1	0	0	0	0	480
6:30 AM	0	270	0	270	0	264	11	275	0	0	1	1	0	0	0	0	546
6:45 AM	0	329	0	329	0	352	9	361	1	0	2	3	0	0	0	0	693
7:00 AM	0	328	0	328	0	410	8	418	1	0	2	3	0	0	0	0	749
7:15 AM	0	327	0	327	0	444	7	451	1	0	1	2	0	0	0	0	780
7:30 AM	0	320	0	320	0	480	6	486	1	0	3	4	0	0	0	0	810
7:45 AM	0	275	0	275	0	438	4	442	0	0	3	3	0	0	0	0	720
8:00 AM	0	246	0	246	0	424	6	430	1	0	3	4	0	0	0	0	680

PEAK HOUR SUMMARY

HOUR BEGIN	WILKE RD.								SOUTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
7:30 AM	0	320	0	320	0	480	6	486	1	0	3	4	0	0	0	0	PHF = 0.82

PROJECT: 13.03.3990
DATE: 10/2/2013
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 6:00 AM - 9:00 AM

15 MINUTE SUMMARY OF INDIVIDUAL TRUCK MOVEMENTS

WILKE RD. & SOUTH ACCESS

15 MIN BEGIN	WILKE RD.								SOUTH ACCESS								INTER- SECTION TOTAL	
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND					
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL		
6:00 AM	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	1
6:15 AM	0	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	2
6:30 AM	0	1	0	1	0	1	3	4	0	0	0	0	0	0	0	0	0	5
6:45 AM	0	4	0	4	0	0	2	2	0	0	0	0	0	0	0	0	0	6
7:00 AM	0	2	0	2	0	2	3	5	0	0	0	0	0	0	0	0	0	7
7:15 AM	0	3	0	3	0	6	1	7	0	0	0	0	0	0	0	0	0	10
7:30 AM	0	6	0	6	0	3	2	5	1	0	1	2	0	0	0	0	0	13
7:45 AM	0	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	2
8:00 AM	0	2	0	2	0	4	1	5	0	0	0	0	0	0	0	0	0	7
8:15 AM	0	3	0	3	0	4	0	4	0	0	0	0	0	0	0	0	0	7
8:30 AM	0	4	0	4	0	1	0	1	0	0	1	1	0	0	0	0	0	6
8:45 AM	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	2
TOTAL:	0	25	0	25	0	24	16	40	1	0	2	3	0	0	0	0	0	68

HOURLY SUMMARY OF INDIVIDUAL TRUCK MOVEMENTS

WILKE RD. & SOUTH ACCESS

HOUR BEGIN	WILKE RD.								SOUTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:00 AM	0	5	0	5	0	3	6	9	0	0	0	0	0	0	0	0	14
6:15 AM	0	7	0	7	0	4	9	13	0	0	0	0	0	0	0	0	20
6:30 AM	0	10	0	10	0	9	9	18	0	0	0	0	0	0	0	0	28
6:45 AM	0	15	0	15	0	11	8	19	1	0	1	2	0	0	0	0	36
7:00 AM	0	11	0	11	0	12	7	19	1	0	1	2	0	0	0	0	32
7:15 AM	0	11	0	11	0	14	5	19	1	0	1	2	0	0	0	0	32
7:30 AM	0	11	0	11	0	12	4	16	1	0	1	2	0	0	0	0	29
7:45 AM	0	9	0	9	0	10	2	12	0	0	1	1	0	0	0	0	22
8:00 AM	0	9	0	9	0	9	3	12	0	0	1	1	0	0	0	0	22

PEAK HOUR SUMMARY

HOUR BEGIN	WILKE RD.								SOUTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
6:45 AM	0	15	0	15	0	11	8	19	1	0	1	2	0	0	0	0	36
																PHF =	0.90

PROJECT: 13.03.3990
DATE: 10/2/2013
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 4:00 PM - 6:00 PM

15 MINUTE SUMMARY OF ALL VEHICLE MOVEMENTS

WILKE RD. & SOUTH ACCESS

15 MIN BEGIN	WILKE RD.								SOUTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	0	82	0	82	0	90	0	90	0	0	1	1	0	0	0	0	173
4:15 PM	1	103	0	104	0	72	1	73	1	0	0	1	0	0	0	0	178
4:30 PM	0	93	0	93	0	84	0	84	1	0	0	1	0	0	0	0	178
4:45 PM	1	115	0	116	0	94	0	94	1	0	0	1	0	0	0	0	211
5:00 PM	0	110	0	110	0	100	0	100	0	0	0	0	0	0	0	0	210
5:15 PM	0	92	0	92	0	87	0	87	1	0	0	1	0	0	0	0	180
5:30 PM	0	148	0	148	0	107	2	109	0	0	0	0	0	0	0	0	257
5:45 PM	0	109	0	109	0	88	0	88	1	0	0	1	0	0	0	0	198
TOTAL:	2	852	0	854	0	722	3	725	5	0	1	6	0	0	0	0	1585

HOURLY SUMMARY OF ALL VEHICLE MOVEMENTS

WILKE RD. & SOUTH ACCESS

HOUR BEGIN	WILKE RD.								SOUTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	2	393	0	395	0	340	1	341	3	0	1	4	0	0	0	0	740
4:15 PM	2	421	0	423	0	350	1	351	3	0	0	3	0	0	0	0	777
4:30 PM	1	410	0	411	0	365	0	365	3	0	0	3	0	0	0	0	779
4:45 PM	1	465	0	466	0	388	2	390	2	0	0	2	0	0	0	0	858
5:00 PM	0	459	0	459	0	382	2	384	2	0	0	2	0	0	0	0	845

PEAK HOUR SUMMARY

HOUR BEGIN	WILKE RD.								SOUTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:45 PM	1	465	0	466	0	388	2	390	2	0	0	2	0	0	0	0	PHF = 0.83

PROJECT: 13.03.3990
DATE: 10/2/2013
DAY: WEDNESDAY
WEATHER: SUNNY
COUNT TIME: 4:00 PM - 6:00 PM

15 MINUTE SUMMARY OF INDIVIDUAL TRUCK MOVEMENTS

WILKE RD. & SOUTH ACCESS

15 MIN BEGIN	WILKE RD.								SOUTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	0	0	0	0	0	3	0	3	0	0	1	1	0	0	0	0	4
4:15 PM	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
4:30 PM	0	1	0	1	0	1	0	1	0	0	0	0	0	0	0	0	2
4:45 PM	0	0	0	0	0	1	0	1	1	0	0	1	0	0	0	0	2
5:00 PM	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
5:15 PM	0	0	0	0	0	1	0	1	1	0	0	1	0	0	0	0	2
5:30 PM	0	0	0	0	0	1	2	3	0	0	0	0	0	0	0	0	3
5:45 PM	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	1
TOTAL:	1	2	0	3	0	7	2	9	3	0	1	4	0	0	0	0	16

HOURLY SUMMARY OF INDIVIDUAL TRUCK MOVEMENTS

WILKE RD. & SOUTH ACCESS

HOUR BEGIN	WILKE RD.								SOUTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	1	1	0	2	0	5	0	5	1	0	1	2	0	0	0	0	9
4:15 PM	1	2	0	3	0	2	0	2	1	0	0	1	0	0	0	0	6
4:30 PM	0	2	0	2	0	3	0	3	2	0	0	2	0	0	0	0	7
4:45 PM	0	1	0	1	0	3	2	5	2	0	0	2	0	0	0	0	8
5:00 PM	0	1	0	1	0	2	2	4	2	0	0	2	0	0	0	0	7

PEAK HOUR SUMMARY

HOUR BEGIN	WILKE RD.								SOUTH ACCESS								INTER- SECTION TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	
4:00 PM	1	1	0	2	0	5	0	5	1	0	1	2	0	0	0	0	PHF = 0.56



Disclaimer

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Trip Generation Calculations

Coffee/Donut Shop with drive-thru		AM Adj.Str.Tr	PM Adj.Str.Tr	Daily Trips
LUC:937	Avg. Rate	100.58	42.8	818.58
	Equation	Not Given	Not Given	Not Given
1000 Sq. Ft gross floor area		#of studies:43	#of studies:24	#of studies:2
1.498		R ² =?,std=49.38	R ² =?,std=18.06	R ² =?,std=?
	Trips By Rate:	151	64	1226
	Trips By Eqn:			
	Expected Trips	151	64	1226
Directional Split	Enter	51%	50%	50%
	Exit	49%	50%	50%
	Enter	77	32	613
	Exit	74	32	613

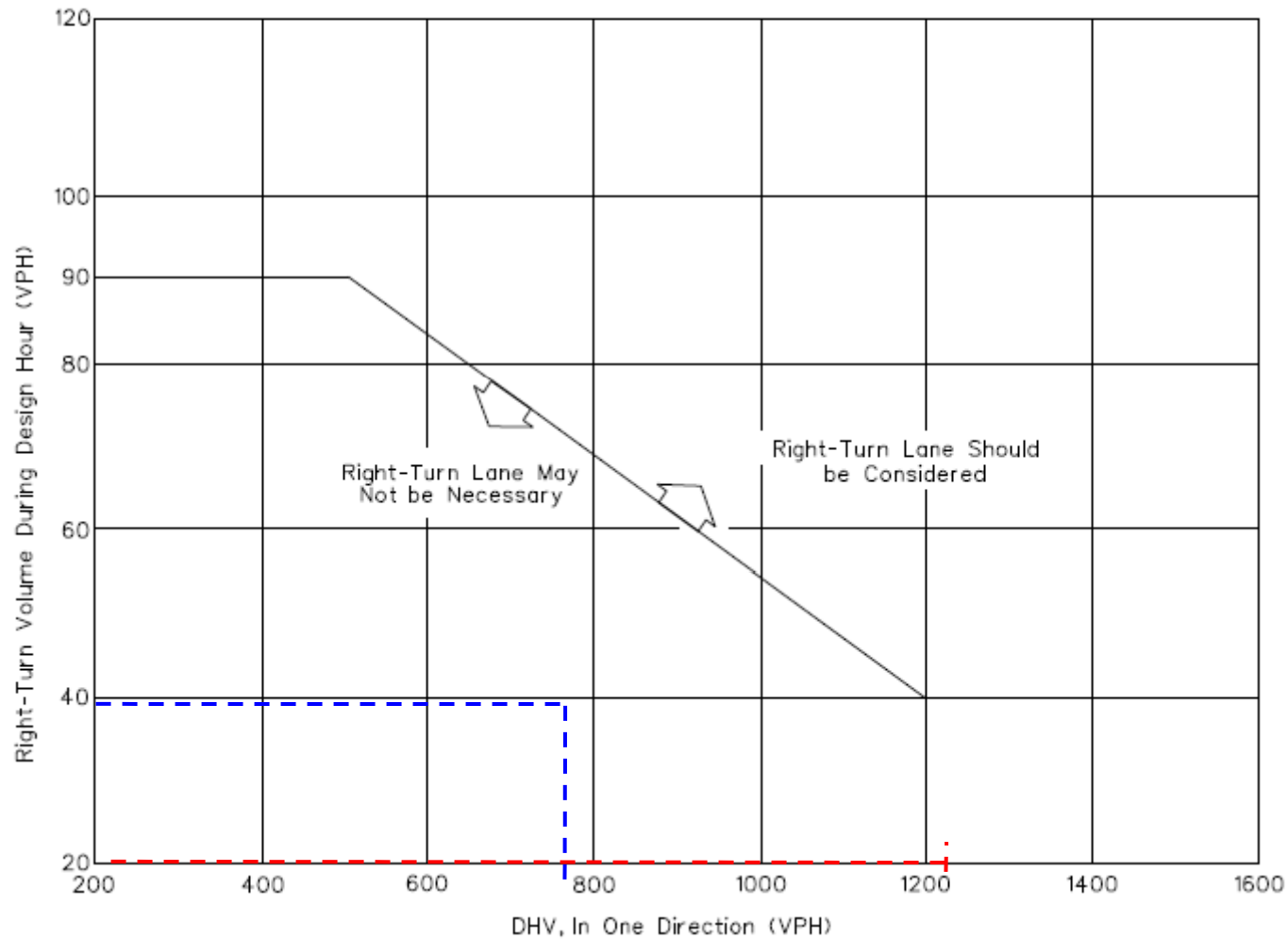
Fast-Food Rest.w/out	Drive-Thru Wind	AM Adj.Str.Tr	PM Adj.Str.Tr	Daily Trips
LUC:933	Avg. Rate	43.87	26.15	766
	Equation	Not Given	Not Given	Not Given
1000 Sq. Ft gross floor area		#of studies:2	#of studies:4	
1.891		R ² =?,std=?	R ² =?,std=10.51	
	Trips By Rate:	83	49	1449
	Trips By Eqn:			
	Expected Trips	83	49	1448
Directional Split	Enter	60%	51%	50%
	Exit	40%	49%	50%
	Expected Trips	AM Adj.Str.Tr	PM Adj.Str.Tr	Daily Trips
	Total	83	49	1448
	Enter	50	25	724
	Exit	33	24	724

Auxiliary Turn Lane Analysis

IDOT Bureau of Design and Environment Manual

GUIDELINES FOR RIGHT-TURN LANES AT UNSIGNALIZED INTERSECTION ON FOUR-LANE HIGHWAYS (Design Speed of 50 mph (80 km/h) or Greater)

Figure 36-3.B



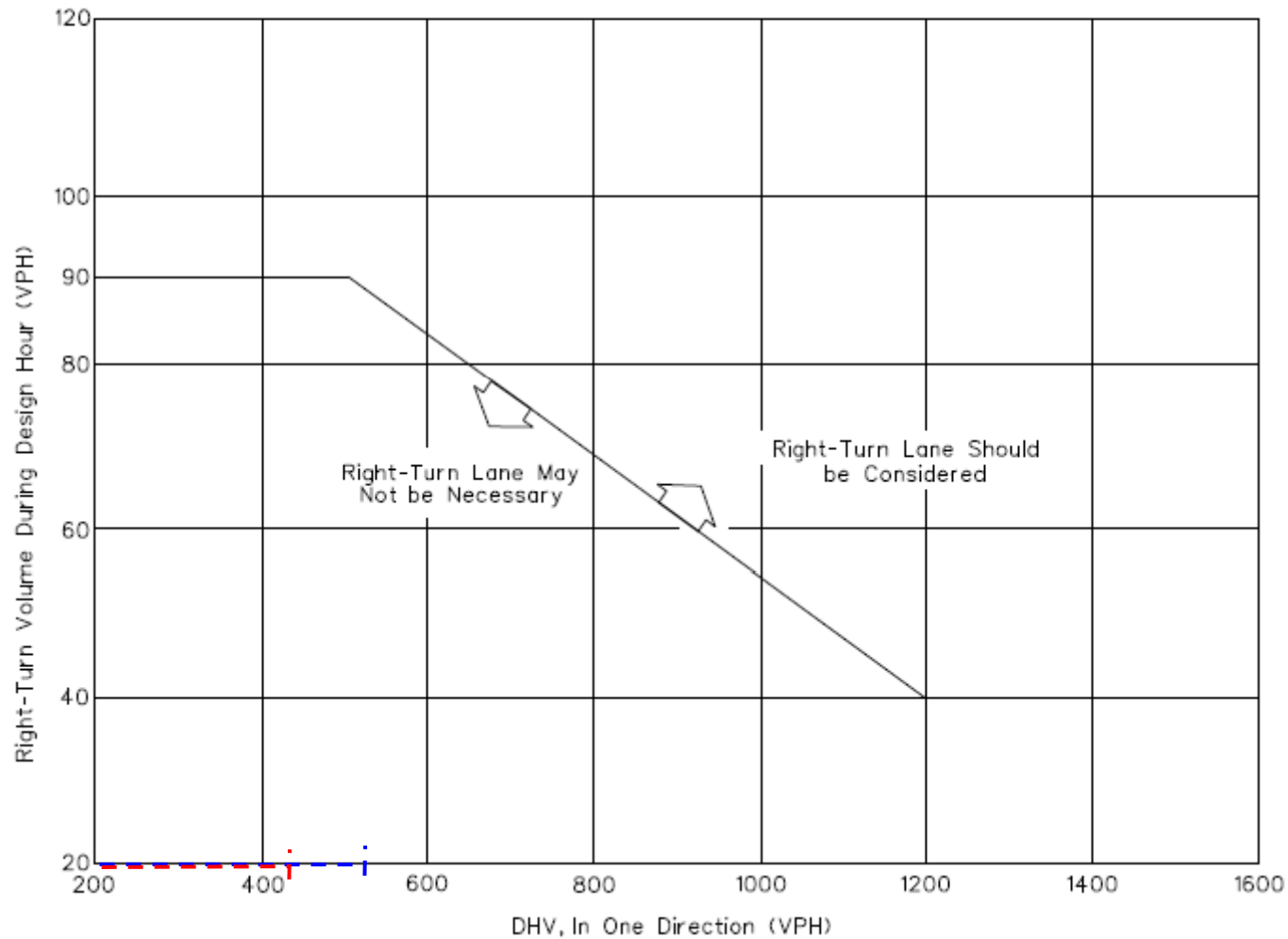
----- AM Peak Hour – 2019 Build Westbound US 14 @ Site Access - Turn Lane Not Warranted

----- PM Peak Hour – 2019 Build Westbound US 14 @ Site Access - Turn Lane Not Warranted

IDOT Bureau of Design and Environment Manual

GUIDELINES FOR RIGHT-TURN LANES AT UNSIGNALIZED INTERSECTION ON FOUR-LANE HIGHWAYS (Design Speed of 50 mph (80 km/h) or Greater)

Figure 36-3.B



--- AM Peak Hour – 2019 Build Southbound Wilke @ Site Access - Turn Lane Not Warranted

--- PM Peak Hour – 2019 Build Southbound Wilke @ Site Access - Turn Lane Not Warranted

Level of Service (LOS) Summary

UNSIGNALIZED INTERSECTIONS

The capacity analyses are summarized into levels of service (LOS) ranging from A (the best) to F (the worst). Immediately following is a more thorough description of each level of service.

- LOS A represents free flow. The general level of comfort and convenience provided to the motorists is excellent. Delay per vehicle is less than or equal to 10.0 seconds.
- LOS B is in the range of stable flow. The level of comfort and convenience provided is somewhat less than that of LOS A because the presence of others in the traffic stream begins to affect individual behavior. Delay per vehicle 10.1 to 15.0 seconds.
- LOS C is in the range of stable flow but marks the beginning of significant interference to an individual's movement caused by others in the traffic stream. The general level of comfort and convenience declines noticeably at this level. Delay per vehicle 15.1 - 25.0 seconds.
- LOS D represents high density, but stable, flow. The driver experiences a generally poor level of comfort and convenience. Delay per vehicle 25.1 - 35.0 seconds.
- LOS E represents operating conditions at or near the capacity level. Operations at this level are usually unstable and driver comfort and convenience levels are extremely poor. Delay per vehicle 35.1 - 50.0 seconds.
- LOS F represents forced or breakdown flow. It is the point at which arrival flow exceeds discharge flow thereby causing a queue to form. Operations within the queue are characterized by stop-and-go conditions. Delay per vehicle is greater than or equal to 50.1 seconds.

Intersection Capacity Analysis

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SSE			Intersection		US 14 (NW Hwy) & Site Access		
Agency/Co.	SSE			Jurisdiction		IDOT		
Date Performed	10/17/2013			Analysis Year		2019 Total Traffic		
Analysis Time Period	Weekday AM Peak							
Project Description 13-03-3990								
East/West Street: US 14 (NW Hwy)				North/South Street: Site Access				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	32	1008			741	39		
Peak-Hour Factor, PHF	0.95	0.95	1.00	1.00	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	33	1061	0	0	780	41		
Percent Heavy Vehicles	2	--	--	0	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	2	0	0	2	0		
Configuration	LT	T			T	TR		
Upstream Signal		0			1			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				29		31		
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.95	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	0	30	0	32		
Percent Heavy Vehicles	0	0	0	2	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration					LR			
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LT						LR	
v (veh/h)	33						62	
C (m) (veh/h)	925						277	
v/c	0.04						0.22	
95% queue length	0.11						0.84	
Control Delay (s/veh)	9.0						21.7	
LOS	A						C	
Approach Delay (s/veh)	--	--				21.7		
Approach LOS	--	--				C		

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SSE			Intersection		US 14 (NW Hwy) & Site Access		
Agency/Co.	SSE			Jurisdiction		IDOT		
Date Performed	10/17/2013			Analysis Year		2019 Total Traffic		
Analysis Time Period	Weekday PM Peak							
Project Description 13-03-3990								
East/West Street: US 14 (NW Hwy)				North/South Street: Site Access				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	11	839			1217	17		
Peak-Hour Factor, PHF	0.95	0.95	1.00	1.00	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	11	883	0	0	1281	17		
Percent Heavy Vehicles	2	--	--	0	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	2	0	0	2	0		
Configuration	LT	T			T	TR		
Upstream Signal		0			1			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				12		17		
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.95	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	0	12	0	17		
Percent Heavy Vehicles	0	0	0	2	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration					LR			
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LT						LR	
v (veh/h)	11						29	
C (m) (veh/h)	653						218	
v/c	0.02						0.13	
95% queue length	0.05						0.45	
Control Delay (s/veh)	10.6						24.0	
LOS	B						C	
Approach Delay (s/veh)	--	--				24.0		
Approach LOS	--	--				C		

TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	SSE			Intersection	Wilke Rd & Site Access			
Agency/Co.	SSE			Jurisdiction	Cook County			
Date Performed	10/17/2013			Analysis Year	2019 Total Traffic			
Analysis Time Period	Weekday AM Peak							
Project Description 13-03-3990								
East/West Street: Site Access				North/South Street: Wilke Rd				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	0	341			515	13		
Peak-Hour Factor, PHF	0.95	0.95	1.00	1.00	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	0	358	0	0	542	13		
Percent Heavy Vehicles	2	--	--	0	--	--		
Median Type	Raised curb							
RT Channelized			0				0	
Lanes	0	2	0	0	2	0		
Configuration	LT	T			T	TR		
Upstream Signal		1			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	10		11					
Peak-Hour Factor, PHF	0.95	1.00	0.95	1.00	1.00	1.00		
Hourly Flow Rate, HFR (veh/h)	10	0	11	0	0	0		
Percent Heavy Vehicles	2	0	2	0	0	0		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration		LR						
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LT						LR	
v (veh/h)	0						21	
C (m) (veh/h)	1011						585	
v/c	0.00						0.04	
95% queue length	0.00						0.11	
Control Delay (s/veh)	8.6						11.4	
LOS	A						B	
Approach Delay (s/veh)	--	--				11.4		
Approach LOS	--	--				B		

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	SSE	Intersection	Wilke Rd & Site Access
Agency/Co.	SSE	Jurisdiction	Cook County
Date Performed	10/17/2013	Analysis Year	2019 Total Traffic
Analysis Time Period	Weekday PM Peak		
Project Description 13-03-3990			
East/West Street: Site Access		North/South Street: Wilke Road	
Intersection Orientation: North-South		Study Period (hrs): 0.25	

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	0	496			412	6
Peak-Hour Factor, PHF	0.95	0.95	1.00	1.00	0.95	0.95
Hourly Flow Rate, HFR (veh/h)	0	522	0	0	433	6
Percent Heavy Vehicles	2	--	--	0	--	--
Median Type	Raised curb					
RT Channelized			0			0
Lanes	0	2	0	0	2	0
Configuration	LT	T			T	TR
Upstream Signal		1			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	4		6			
Peak-Hour Factor, PHF	0.95	1.00	0.95	1.00	1.00	1.00
Hourly Flow Rate, HFR (veh/h)	4	0	6	0	0	0
Percent Heavy Vehicles	2	0	2	0	0	0
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	0	0	0	0	0
Configuration		LR				

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LT						LR	
v (veh/h)	0						10	
C (m) (veh/h)	1117						682	
v/c	0.00						0.01	
95% queue length	0.00						0.04	
Control Delay (s/veh)	8.2						10.4	
LOS	A						B	
Approach Delay (s/veh)	--	--				10.4		
Approach LOS	--	--				B		

Memorandum

To: Ms. Kitty Carlson, OHR Consulting, Inc.

From: Lynn M. Means, P.E., PTOE, Project Manager + Senior Transportation Engineer

Date: December 9, 2013

Re: Dunkin' Donuts, Northwest Highway (US Route 14), Arlington Heights, IL

Project No: 13-03-3990

Sam Schwartz Engineering, D.P.C. (SSE) was retained by OHR Consulting, Inc. to conduct a traffic impact study for the proposed Dunkin' Donuts with drive-thru facility located on Northwest Highway (US Route 14) near Wilke Road in Arlington Heights, Illinois. As proposed, the project consists of the construction of a 1,498 square-foot coffee/donut shop with a drive-thru window. A traffic impact study (dated October 18, 2013) had been prepared for the proposed development.

It is our understanding that the site plan has been modified to restrict the Wilke Road access to entrance only. Additional site plan modifications include widening of the drive aisle along the south side of the site from 13 to 16 feet, relocating the front door from the south side to the east side of the building, relocating the ADA parking stalls to be opposite the front door, and moving back the menu two car lengths. Accordingly, SSE reviewed the updated Preliminary Site Plan (Dated December 6, 2013) and the Fire Truck Turning Exhibit prepared by Cross Engineering & Associates, Inc. to ensure that vehicles can adequately circulate within the site.

Capacity analyses were conducted under future conditions based on the updated site plan, which assumes all of the site-generated traffic would egress the site via Northwest Highway. The output worksheets used for these analyses are attached. Based on these analyses, acceptable levels of service are anticipated for all approaches (LOS "D" or better). All turning movements are expected to operate below capacity and 95th-percentile vehicle queue lengths are not expected to exceed two vehicles on the site driveway approach to Northwest Highway, which will not affect Northwest Highway mainline traffic or on-site circulation. The widened drive aisle (to 16 feet) provides for sufficient width to permit a vehicle to re-circulate the site in the unlikely event the exiting queue extends into the drive aisle.

The two parking stall on the north side of the building will be designated as employee parking. Although as indicated in the traffic study, drive-thru stacking is not anticipated to exceed seven vehicles, using these spaces for employees will not disrupt on site circulation in the unlikely event the parking spaces are blocked by the drive-thru queue.

Relocating the menu board also provides for adequate operations; previous studies/observations at similar coffee/donut shop developments in the Chicagoland area have revealed that providing a minimum of four car spacing between the drive-thru window and the menu board provides for optimal operations/minimizing drive-thru stacking.

The location of the ADA parking stall provides for the shortest distance between the parking stalls and the front door.

Accordingly, based on our review of the updated plans, safe and efficient traffic operations can be anticipated on site.

TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	SSE			Intersection	US 14 (NW Hwy) & Site Access			
Agency/Co.	SSE			Jurisdiction	IDOT			
Date Performed	12/6/2013			Analysis Year	2019 Total Traffic			
Analysis Time Period	Weekday PM Peak							
Project Description 13-03-3990								
East/West Street: US 14 (NW Hwy)				North/South Street: Site Access				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	11	839			1217	17		
Peak-Hour Factor, PHF	0.95	0.95	1.00	1.00	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	11	883	0	0	1281	17		
Percent Heavy Vehicles	2	--	--	0	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	2	0	0	2	0		
Configuration	LT	T			T	TR		
Upstream Signal		0			1			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				20		17		
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.95	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	0	21	0	17		
Percent Heavy Vehicles	0	0	0	2	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration					LR			
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LT						LR	
v (veh/h)	11						38	
C (m) (veh/h)	653						175	
v/c	0.02						0.22	
95% queue length	0.05						0.80	
Control Delay (s/veh)	10.6						31.2	
LOS	B						D	
Approach Delay (s/veh)	--	--				31.2		
Approach LOS	--	--				D		

TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	SSE			Intersection	US 14 (NW Hwy) & Site Access			
Agency/Co.	SSE			Jurisdiction	IDOT			
Date Performed	12/6/2013			Analysis Year	2019 Total Traffic			
Analysis Time Period	Weekday AM Peak							
Project Description 13-03-3990								
East/West Street: US 14 (NW Hwy)				North/South Street: Site Access				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	32	1008			741	39		
Peak-Hour Factor, PHF	0.95	0.95	1.00	1.00	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	33	1061	0	0	780	41		
Percent Heavy Vehicles	2	--	--	0	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	2	0	0	2	0		
Configuration	LT	T			T	TR		
Upstream Signal		0			1			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				48		31		
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.95	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	0	50	0	32		
Percent Heavy Vehicles	0	0	0	2	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration					LR			
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LT						LR	
v (veh/h)	33						82	
C (m) (veh/h)	925						235	
v/c	0.04						0.35	
95% queue length	0.11						1.49	
Control Delay (s/veh)	9.0						28.3	
LOS	A						D	
Approach Delay (s/veh)	--	--				28.3		
Approach LOS	--	--				D		

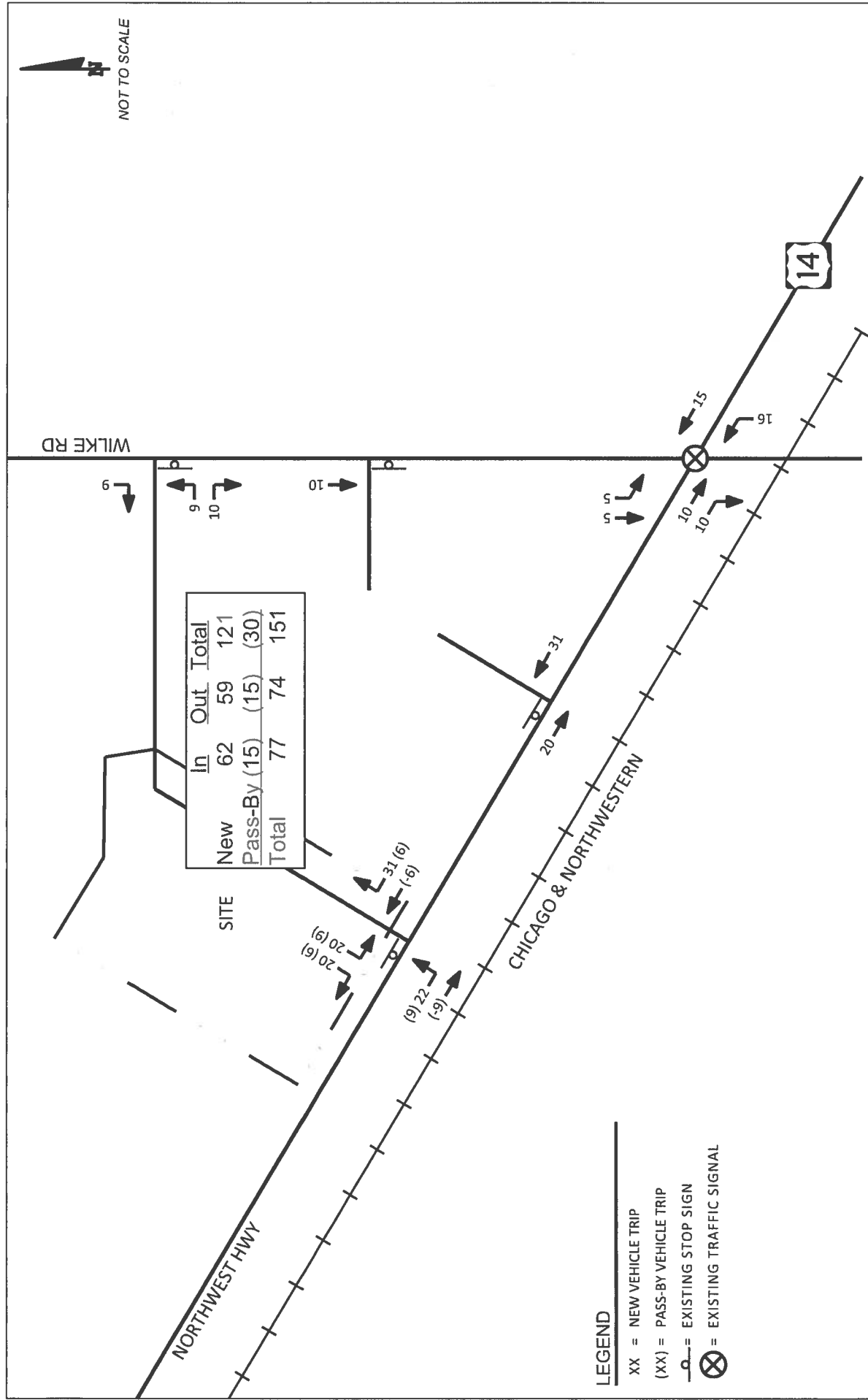


FIGURE 5A

SITE-GENERATED TRAFFIC
WEEKDAY AM PEAK HOUR

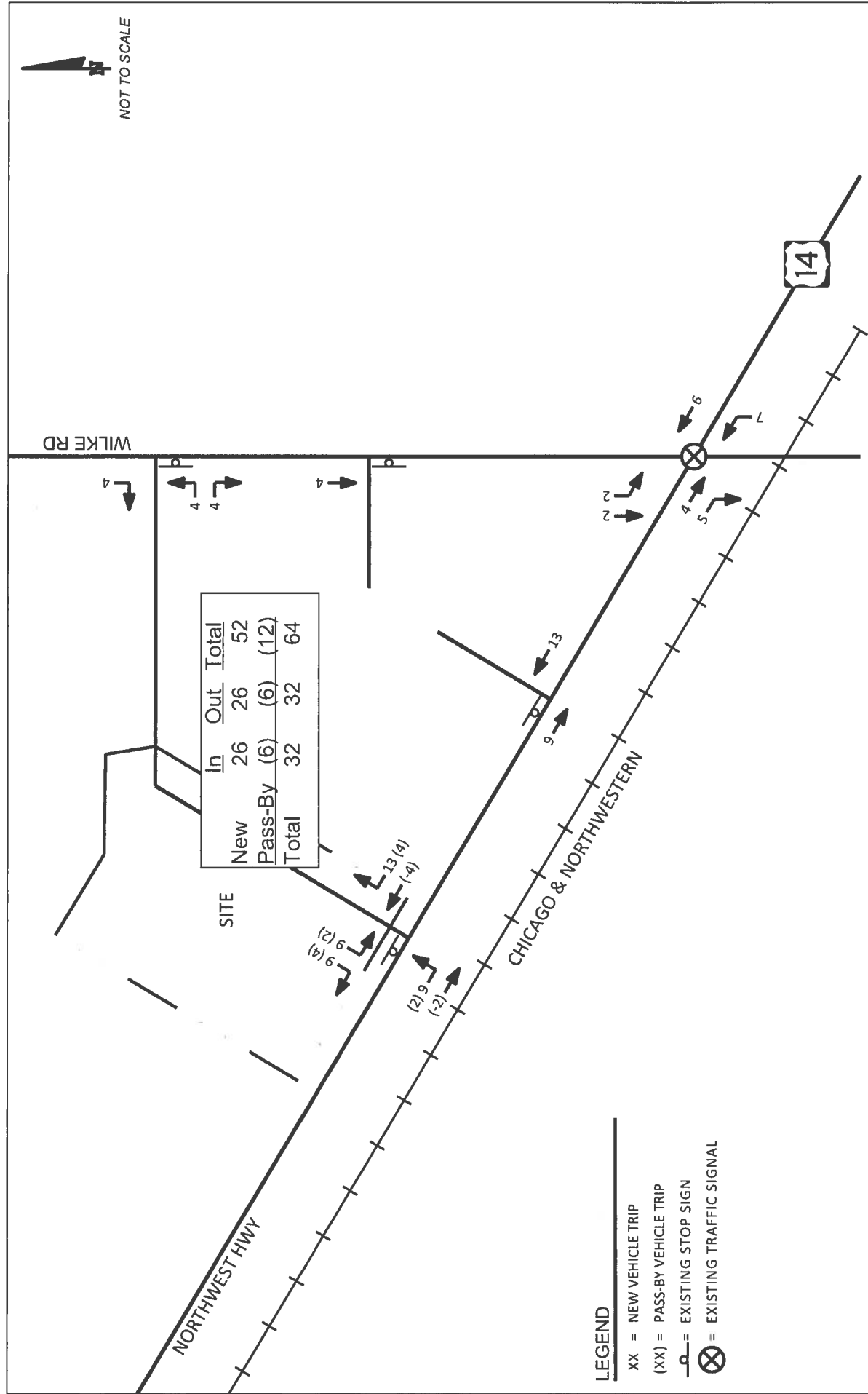


FIGURE 5B

SITE-GENERATED TRAFFIC
WEEKDAY PM PEAK HOUR

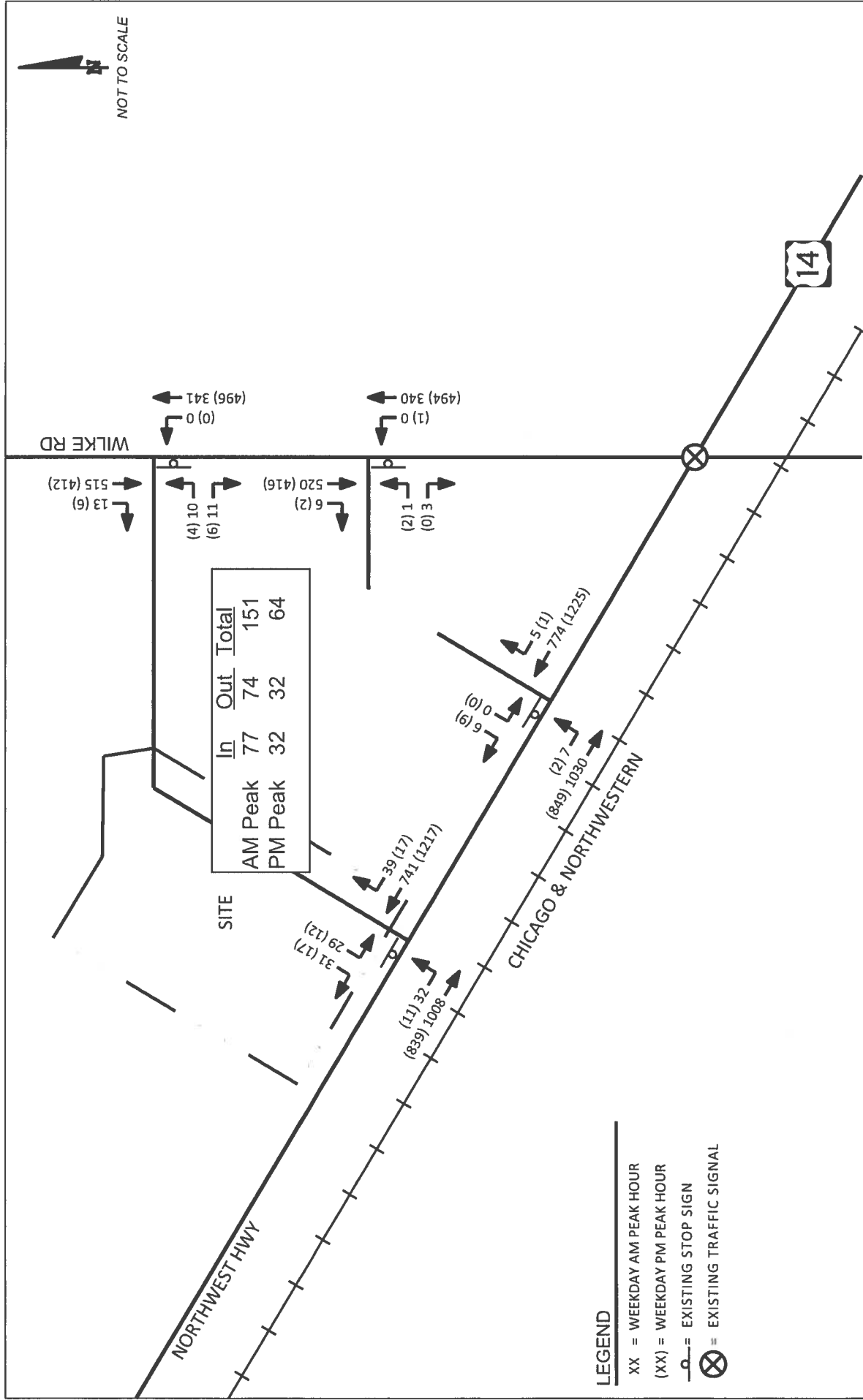


FIGURE 6

2019 TOTAL TRAFFIC

From: John Luxem [<mailto:jluxem@clcdd.com>]

Sent: Friday, January 10, 2014 3:06 PM

To: Kitty Carlson (kitty@ohrconsulting.com)

Subject: 122 S Arlington Heights

Here are the average times for the store on Arlington Heights RD. They are by day for the timeframe of 6-10am. They do face to face ordering and have backups to the street. The backups are mainly due to the fact of only have 2 car lengths from the DT window to the street. It is very difficult to turn out on to Arlington Heights Rd to exit the property which backs up the DT. Dunkin targets under 130 seconds....so they are meeting the time.....i just think it is a very tight lot and difficult to get in and out which causes the backups.....

Sunday – 175 cars 88 seconds

Monday – 284 cars 104 seconds

Tuesday – 304 cars 117 seconds

Wednesday – 340 cars 124 seconds

Thursday – 356 cars 129 seconds

Friday – 347 cars 123 seconds

Saturday – 248 cars 114 seconds

Data from my stores.....

Busiest DT store between 4am-10am average 295 cars per day average service time 122 seconds –

Willow Springs IL - 260 / 124

Monee IL – 241/131 – this store does Dunkin average in weekly sales

Manteno IL - 183/143

Kankakee IL – 131/147

Cicero IL – 295/122

JOHN LUXEM CHIEF OPERATING OFFICER
CHICAGOLAND COMMISSARY, LLC / DUNKIN DONUTS

Market
Assessment



RECEIVED

NOV 06 2013

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

11/05/2013

John Luxem
1642 W. Lake St.
Chicago, IL 60612

Re: Conditional Site Approval - Dunkin' Donuts, PC 352446, SDA N/A; 1886 W Northwest Hwy Arlington Heights IL

Dear John Luxem:

CONGRATULATIONS! We are pleased to grant you a **CONDITIONAL SITE APPROVAL** for the above referenced site which you submitted for development as a Dunkin' Donuts franchised restaurant.

We recognize that developing a new store is a major commitment and our team looks forward to working with you to develop your new Dunkin' Donuts restaurant.

This site approval is conditional upon the following:

1. Our receipt and approval of the signed Lease and Option to Assume (or a lease that includes our required language permitting us to assume the lease in the event of a default by the tenant);
2. Our written approval of your signage & building elevations. Please submit elevations to your Construction Manager for review & approval **within 30 days** of this letter;
3. Our written approval of your plans and specifications, including compliance with Dunkin Brands guidelines pertaining to the American Disabilities Act, Hazardous Materials and the use of qualified general contractors and architects;
4. Certification in writing that no more than 90% of the initial investment in the building, site and additional development, equipment, fixtures and signs for the restaurant has been or will be financed;
5. Municipal approval of a drive-thru window per Dunkin' Brands' standards;

This Conditional Site Approval expires 90 days from the date of this letter, unless your Store Development Agreement requires that you open the store earlier (see your SDA's Development Schedule for Required Opening Date(s)), then this conditional site approval expires at such earlier date. In the event we terminate the SDA for any reason, we may terminate this Conditional Site Approval as well. Nothing contained in this letter shall be construed to extend a Required Control Date or Required Opening Date.

Our approval of this site does not constitute a guarantee that the store will be profitable. We encourage you to seek independent professional advice (including architectural, construction, financial, legal and environmental) prior to making your decision to proceed with this project.

As a reminder, construction may not commence until weve received a fully executed franchise agreement together with any payments that are due. The following documents, which are attached for your reference, will assist you in providing us with the appropriate documentation and information required in order to prepare your Franchise Agreement:

- **Request for Documentation**- This is a check-list of the documentation and information we require in order to prepare your franchise agreement.
- **Lease checklist**- This a guide to help identify key requirements that should be contained in your lease.
- **Option to Assume Lease**- You will need to submit this document to your landlord for signature.

Please forward the above documents and any attachments to your Development Specialist, Angie Skafidas, at least 30 days prior to the commencement of construction. Once the Development Specialist receives all the required documentation and information from you then we will begin the process of preparing your Franchise Agreement and any additional Agreements for this location.

Again, congratulations on obtaining the Conditional Site Approval.

Please do not hesitate to contact me should you have any questions. I look forward to working together to bring this project to reality!

Sincerely,

Robert A Stack

Robert A. Stack
Development Manager
Dunkin' Brands, Inc.

CC: Michael Lavigne, Angie Skafidas, Sara Capaccioli

Overlap and Duplication of Services Analysis

1886 W Northwest Hwy, Arlington Heights IL vs 341408

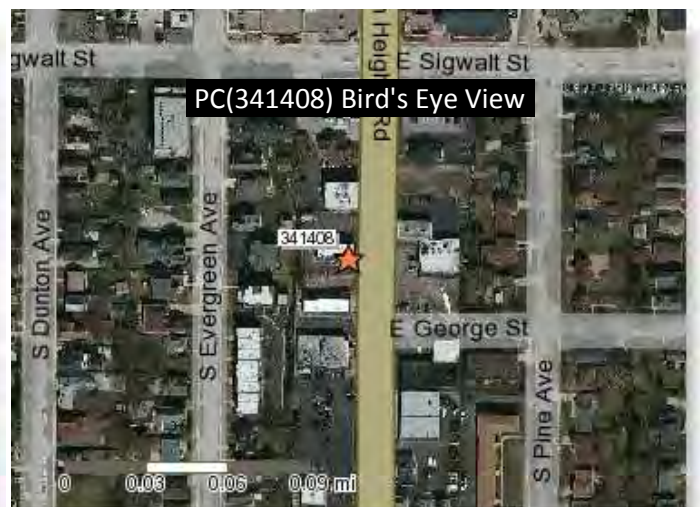
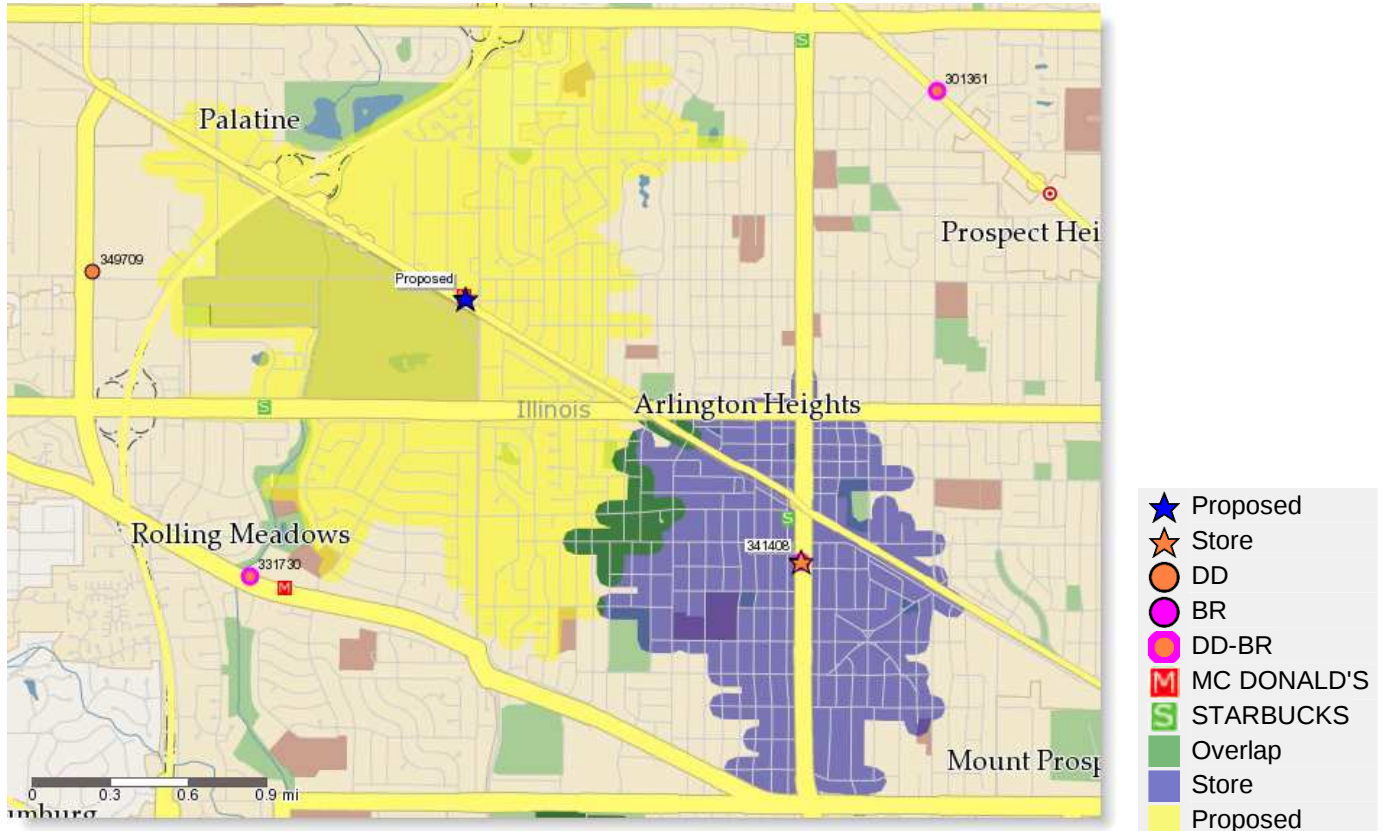
1 of 1Overlaps

Completed by: ORIN ALBRECHT

Introduction

The proposed site—located at 1886 W Northwest Hwy, Arlington Heights, IL—is approximately 1.6 miles from the existing restaurant located at 122 S Arlington Heights Rd, Arlington Heights, IL (PC341408). The proposed location is planned as a FS-PAD/BUILDING with a Drive Thru to be developed by JOHN LUXEM.

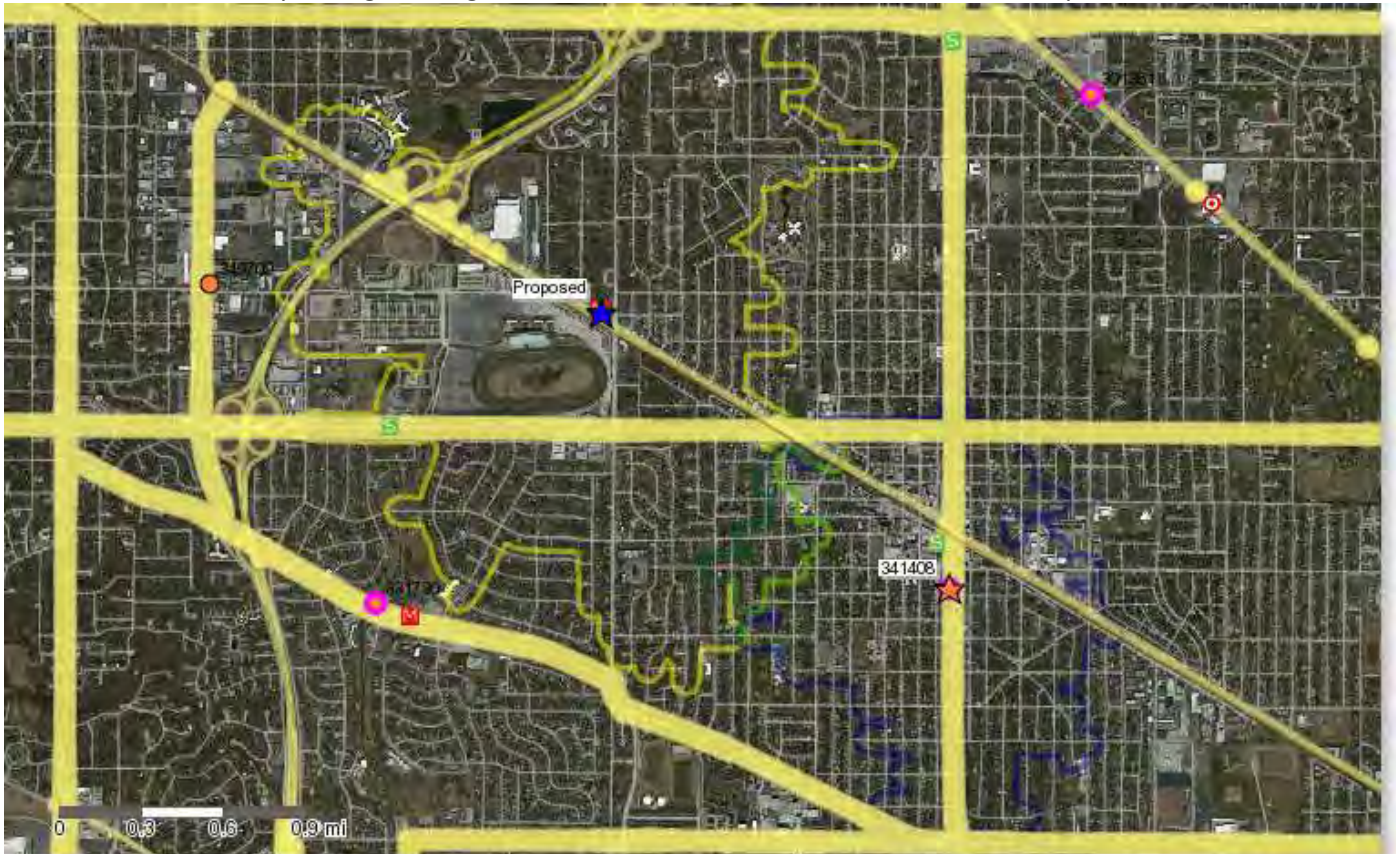
The existing restaurant—located at 122 S Arlington Heights Rd, Arlington Heights, IL (PC341408)—is a Allied Circles image FS-PAD/BUILDING with a Drive Thru which opened on 07/31/2006 with a current AWS of [REDACTED] and currently owned by [REDACTED]



Overlap and Duplication of Services Analysis

1886 W Northwest Hwy, Arlington Heights IL vs 341408

1 of 10 overlaps



Daytime Population and Median HH Income Map



- ★ Proposed
- ★ Store
- M MC DONALD'S
- S STARBUCKS
- W Walmart
- Target
- K Kmart
- 50 DayPop
- Above 100000
- 75000 to 100000
- 50000 to 75000
- 25000 to 50000
- Below 25000

Overlap and Duplication of Services Analysis

1886 W Northwest Hwy, Arlington Heights IL vs 341408

1 of 1 Overlaps

A 3.00-minute trade area around the proposed site overlaps 8% or 732 residents of the residential population around the existing restaurant, leaving it with a residential population of 8,472 and the proposed site with a residential population of 8,948.

A 3.00-minute trade area around the proposed site overlaps 2% or 161 employees of the employment population around the existing restaurant, leaving it with an employment population of 8,321 employees and the proposed site with an employment population of 6,810 employees.

What, if any, are barriers separating the two trade areas and may minimize any sharing of population? (i.e. road system, socioeconomic, terrain, etc.):

The Chicago and Northwestern Railroad would serve as a geographical barrier between the locations.

In addition, the sites differ in terms of their residential-, daytime-, and employment-population densities.

Are there any factors that would suggest there is more or less shared population than the analysis model output? (i.e. traffic/pedestrian patterns, restaurant capacity, site-type differences, etc.):

The proposed would be located just northwest of the NWC of Northwest Hwy & Wilke Rd. nearly 2 miles northwest from the existing store, which is situated roughly ¼ mile south from the SWC of Northwest Hwy & Arlington Heights Rd. The existing is positioned to capture SB Arlington Heights Rd. traffic, and the proposed would be set up to serve NWB Northwest Hwy. As such, divergent traffic patterns would exist between them, thus all but eliminating common traffic.

Most of the existing store's customers residing beyond a couple blocks from nearby multi-tenant high-rise buildings likely originate from north of the store, for accessing it from the south is very challenging given the heavy Arlington Heights Rd. traffic volume. Between the sometimes gridlocked NB traffic and the seemingly endless SB flow, it's very difficult to access the store from the south, meaning most of its customers likely come from the north and continue south. Even if they do reach the store from the south and continue onto NWB NW Hwy, the proposed would be downstream at that point.

Because of the frequent trains delaying SEB traffic on NW Hwy at Wike Rd., Euclid Ave. and Arlington Heights Rd., it's highly unlikely the store's customers originate from near the proposed. Even if they do, it's unlikely they'll want to face heavy traffic on NWB NW Hwy to access the store and then cross three lanes of traffic to resume their SEB commute.

The proposed would likely receive most of its customers from NWB traffic—many of whom head to IL 53. Between the NWB thru-traffic and that which turns onto NWB NW Hwy from Wilke, it would be highly unlikely for the proposed to receive customers who frequent the existing store today.

Overlap and Duplication of Services Analysis

1886 W Northwest Hwy, Arlington Heights IL vs 341408

1 of 1Overlaps

Duplication of Services

There are 1 QSRs, 0 Gas Convenience Stores, 0 Big Box, and 2 Other (Coffee, Donuts, Ice Cream, Frozen Yogurt, Grocery, Pharmacy) duplicate services that are present near both the existing restaurant and the proposed location.

Does it appear the population base around the existing restaurant and proposed site are truly using different trading areas or could they easily go from one to the other without any inconvenience?

A duplication of services exists between the two sites. Although some C-Stores, pharmacies, grocers, gas stations, and QSR's may not have the same names near each site, they do represent separate neighborhood nuclei for daily needs relative to each location.

Summary

The impact concern generated by the proposed site would most likely be **minimal**. Here's why....

1. The Chicago and Northwestern Railroad would serve as a geographical barrier.
2. Demographic barriers exist in terms of residential-, daytime-, and employment-population densities.
3. Divergent traffic patterns would exist, and common traffic would be virtually eliminated.
4. Most of the existing store's customers likely access it from the north and wouldn't back-track to the proposed.
5. Customers for the proposed don't likely visit the existing store today because of train delays on NW Hwy.
6. A duplication of services exists.

As such, impact concern is **minimal**, and neither a Common-Traffic Study nor CIS is recommended at this time.

Proximity Concern = Minimal - Little concern for any material/long-term impact, no additional diligence suggested.

Overlap and Duplication of Services Analysis

1886 W Northwest Hwy, Arlington Heights IL vs 341408

1 of 1Overlaps

Asset Comparison

Asset Comparison	Proposed	Existing Asset
Distance to EAB (miles)	1.6	-
PC	352446	341408
Address	1886 W Northwest Hwy	122 S Arlington Heights Rd
City, State	Arlington Heights, IL	Arlington Heights, IL
Site Type	FS-PAD/BUILDING	FS-PAD/BUILDING
DriveThru	Y	Y
DD Open Date	Q0 0	07/31/2006
Brands	DD	DD-BR
Image	-	Allied Circles
Franchisee	JOHN LUXEM	
DD AWS 1 Year Ago	-	
DD AWS YTD/Proposed Proj	-	

Mini-Market Comparison

Mini-Market Comparison	Proposed	Existing Asset
Mini-Market Name	602064 - Palatine/Hoffman Estates	602063 - Arlington Heights/Mount Pr
Overlap Classification	NonCore-Urban-Low-Moderate	NonCore-Urban-Low-Moderate
Residential Population	140,290	192,119
Residential Population Density	2,381	3,544
Employment Population	58,422	130,943
Employment Population Density	992	2,416
Employment as a % of Residential	42%	68%
DD Penetration	1:28,058	1:17,465
Mini-Market Focus	Aggressive	Balanced

Overlap

Overlap Demographics	Proposed	Proposed		Existing Asset	Existing Asset
	Excluding Shared	Shared %	Shared	Shared %	Excluding Shared
Overlap Trade Area Size	3.00 Minutes	-	-	3.00 Minutes	-
Residential Population	8,948	8%	732	8%	8,472
Daytime Population	11,088	2%	225	2%	12,599
Employment Population	6,810	2%	161	2%	8,321
Households	3,522	8%	288	7%	3,857
Residential Population Density	3,108	-	6,574	-	6,304
Daytime Population Density	3,852	-	2,021	-	9,374
Employment Population Density	2,366	-	1,446	-	6,191
Employment as a % of Residential	76%	-	22%	-	98%
Median Household Income	\$80,786	-	\$69,698	-	\$78,366
Race - White %	91%	-	89%	-	91%
Race - Black %	1%	-	1%	-	1%
Race - Asian %	4%	-	6%	-	6%
Race - Other %	4%	-	5%	-	2%
Ethnicity - Hispanic %	7%	-	7%	-	4%
# of other EAB Sharing Area	0	-	0	-	0

Duplication of Services

Duplication of Services	QSR	Gas Convenience	Big Box	Other(Coffee, Donuts, Ice Cream, Frozen Yogurt, Grocery, Pharmacy)
1	SUBWAY			STARBUCKS
2				WALGREENS
	1	0	0	2

Overlap and Duplication of Services Analysis

1886 W Northwest Hwy, Arlington Heights IL vs 341408

1 of 1Overlaps



SITE PACKAGE REPORT

SITE ID: 10011
SITE NAME: Arlington Heights

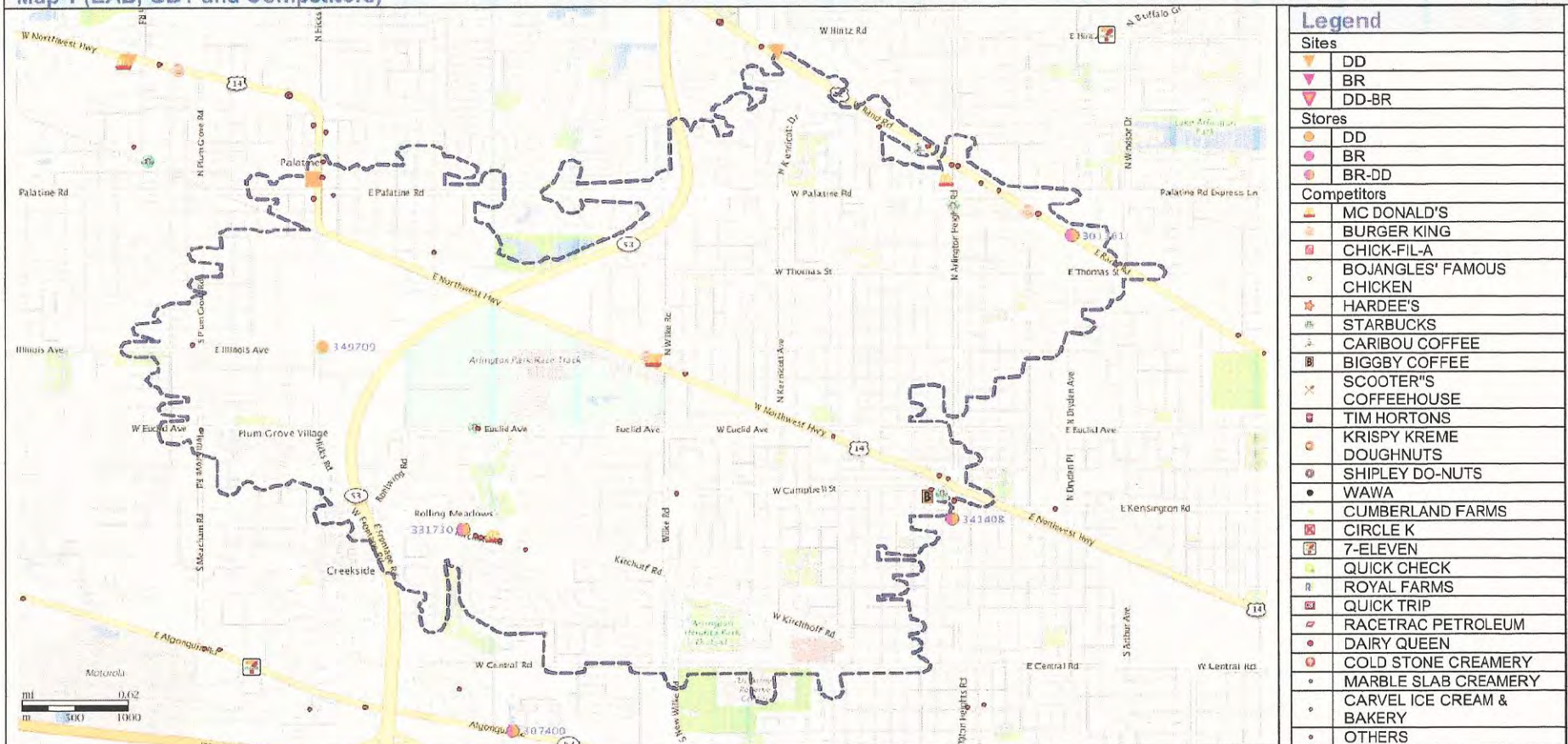
SITE INFORMATION

SITE ADDRESS 1886 W Northwest Hwy, Chicagoland, IL 60004
SITE COORDINATES -88.005664, 42.094536
SITE TYPE FS-PAD/BUILDING
DRIVETHRU Y
BRANDS Dunkin Donuts
FRANCHISEE

TRADE AREA QUALITY SCORE

MINI MARKET NAME 602064 - Palatine/Hoffman Estates
MINI MARKET FOCUS Aggressive
TARGET AREA ID 16802
TARGET AREA TIER Tier 4

Map 1 (EAB, GDT and Competitors)





SITE PACKAGE REPORT

SITE ID: 10011
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Default TA: 5 minutes	0.25 MILE	1 MINUTE	2 MINUTES	3 MINUTES	4 MINUTES	5 MINUTES	7 MINUTES	Current Trade Area	DMA BENCHMARK
Demographics									
Total Population	516	416	3,075	9,662	22,952	41,267	93,578	41,267	9,528,465
Land Area	0.19	0.20	1.04	3.14	5.99	10.24	21.41	10.24	9459.26
Population Density	2,695	2,078	2,941	3,073	3,833	4,031	4,370	4,031	1,007
Median Household Income	\$83,860	\$83,341	\$83,025	\$80,073	\$79,049	\$78,844	\$80,414	\$78,844	\$62,770
Household Density	1,113	872	1,129	1,207	1,547	1,646	1,736	1,646	370
Landscape Affluent (4 Groups)	210	166	1,034	2,780	6,024	11,212	27,459	11,212	812,600
Landscape Middle Class (4 Groups)	0	0	72	343	1,191	2,720	4,168	2,720	397,092
Landscape Lower Income/Rural (7 Groups)	0	0	53	578	1,512	2,074	3,969	2,074	1,115,970
Race - White %	89.2%	87.5%	89.3%	90.8%	91.0%	89.6%	87.2%	89.6%	65.9%
Race - Black %	1.8%	1.8%	1.3%	1.0%	0.9%	0.9%	1.1%	0.9%	17.1%
Race - Asian %	4.8%	5.9%	5.1%	4.2%	4.3%	5.7%	6.9%	5.7%	5.5%
Race - Other %	4.2%	4.9%	4.3%	4.0%	3.8%	3.9%	4.8%	3.9%	11.5%
Ethnicity - Hispanic %	7.4%	8.4%	7.7%	7.3%	6.9%	7.0%	9.2%	7.0%	20.5%
Population Age 0-13	104	82	580	1,706	3,832	6,813	15,625	6,813	1,816,181
Population Age 14-24	56	45	369	1,186	2,821	5,153	11,909	5,153	1,455,883
Households with Children	78	61	358	1,107	2,468	4,400	10,206	4,400	778,336
Daytime Demographics									
Daytime Population	1,045	1,022	4,513	11,236	28,302	55,150	119,483	55,150	10,457,668
Total Establishments	44	45	177	428	1,052	2,166	4,072	2,166	261,184
Total Employees	632	637	2,973	6,911	16,990	32,475	60,744	32,475	4,459,998
Employees as a % of Residential Population	122.5%	153.1%	96.7%	71.5%	74.0%	78.7%	64.9%	78.7%	46.8%
White Collar Employees	203	205	1,053	2,714	6,493	12,102	22,945	12,102	1,438,420
Retail Demographics									
Retail Trade Establishments	6	6	20	45	105	250	499	250	36,134
Total GLA	15,000	15,000	968,750	1,136,250	1,136,250	2,148,750	3,651,250	2,148,750	316,402,500
QSR - Donuts	0	0	0	0	0	1	1	1	50
QSR - Ice Cream	0	0	0	0	0	2	4	2	412
Existing Asset Base									
DD Only EAB QTY	0	0	0	0	1	1	1	1	277
DD Only Total AWS	\$0	\$0	\$0	\$0					
DD/BR EAB QTY	0	0	0	0					
DD/BR DD AWS	\$0	\$0	\$0	\$0					
DD/BR BR AWS	\$0	\$0	\$0	\$0					
BR Only EAB QTY	0	0	0	0					
BR Only Total AWS	\$0	\$0	\$0	\$0					

Note: CY Current Year 2011



SITE PACKAGE REPORT

SITE ID: 10011
SITE NAME: Arlington Heights

EXISTING ASSET BASE (10 CLOSEST EAB - BASED ON DRIVE DISTANCE)													STRAIGHT LINE DISTANCE	DRIVE DISTANCE	DRIVE TIME
NO	PC	ADDRESS	SITE TYPE	DRIVE THRU	BRANDS	OPEN DATE	NETWORK NAME	CONTACT	PHONE	CELL	E-MAIL				
1	349709	1300 Hicks Rd, Rolling Meadows, IL	GAS/CONVENIENCE	Y	Dunkin Donuts	2011-12-07							1.43	1.88	3.39
2	331730	3350 Kirchoff Rd., Rolling Meadows, IL	SC-END CAP	Y	Dunkin Donuts - Baskin Robbins	2000-06-28							1.34	1.93	3.47
3	341408	122 S Arlington Heights Rd, Arlington Heights, IL	FS-PAD/BUILDING	Y	Dunkin Donuts - Baskin Robbins	2006-07-31							1.63	2.33	5.59
4	301361	1010 E Rand Rd, Arlington Heights, IL	FS-PAD/BUILDING	Y	Dunkin Donuts - Baskin Robbins	1971-05-22							1.97	2.73	4.86
5	307400	2230 Algonquin Rd, Rolling Meadows, IL	SC-END CAP	N	Dunkin Donuts - Baskin Robbins	1990-01-08							2.42	3.66	6.72
6	310168	105 W. Dundee Rd, Arlington Heights, IL	FS-PAD/BUILDING	Y	Dunkin Donuts	1997-08-21							3.24	4.61	8.48
7	336692	801 East Dundee Rd, Palatine, IL	FS-PAD/BUILDING	Y	Dunkin Donuts - Baskin Robbins	2002-08-30							3.21	5.02	9.51
8	341737	2106 S Arlington Heights Rd, Arlington Heights, IL	FS-PAD/BUILDING	Y	Dunkin Donuts - Baskin Robbins	2006-02-25							3.48	5.08	9.44
9	361245	G140 Woodfield Mall, Schaumburg, IL	ENCLOSED MALL	N	Baskin Robbins	1996-04-13							3.71	5.32	8.69
10	336528	1001 S Busse Rd, Mount Prospect, IL	FS-PAD/BUILDING	Y	Dunkin Donuts - Baskin Robbins	2003-08-09							3.99	5.39	9.85



SITE PACKAGE REPORT

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COMPETITOR LOCATIONS (15 CLOSEST) - DD										
NO	ID	NAME	ADDRESS	CITY	STATE	ZIP CODE	SALES VOLUME	STRAIGHTLINE DISTANCE	DISTANCE	DRIVE TIME
1	355174525	MC DONALD'S	1570 E NORTHWEST HWY	PALATINE	IL	60074-7609		.01	.02	.17
2	587055385	BURGER KING	1540 E NORTHWEST HWY	PALATINE	IL	60074-7690		.05	.15	.51
3	858734320	WAYNE'S PIZZA	1618 W NORTHWEST HWY	ARLINGTON HTS	IL	60004-5254		.15	.28	.84
4	149584328	JIMMY'S PLACE	640 W NORTHWEST HWY	ARLINGTON HTS	IL	60004-5342		.90	1.16	3.23
5	232292656	SUBWAY	1615 W CAMPBELL ST	ARLINGTON HTS	IL	60005-1515		.84	1.20	2.27
6	402020657	BROWN BAG PANTRY DELI	301 S ROHLWING RD	PALATINE	IL	60074-6430		1.18	1.23	2.86
7	686917204	STARBUCKS	2964 W EUCLID AVE	ARLINGTON HTS	IL	60005-1000		.88	1.34	2.47
8	401869360	SUBWAY	2960 W EUCLID AVE	ARLINGTON HTS	IL	60005-1000		.87	1.34	2.47
9	587051830	THAT COFFEE PLACE	28 E NORTHWEST HWY	ARLINGTON HTS	IL	60004-6014		1.42	1.56	4.35
10	896684313	TACO BELL	2997 KIRCHOFF RD	ROLLING MEADOWS	IL	60008-1816		1.31	1.66	3.02
11	659086383	JIMMY JOHN'S	19 S DUNTON AVE	ARLINGTON HTS	IL	60005-1401		1.45	1.76	5.25
12	896677887	MC DONALD'S	3140 KIRCHOFF RD	ROLLING MEADOWS	IL	60008-1820		1.30	1.87	3.37
13	306363557	LITTLE CAESARS PIZZA	3106 KIRCHOFF RD	ROLLING MEADOWS	IL	60008-1820		1.31	1.90	3.43
14	958092470	GREAT AMERICAN BAGEL INC	3240 KIRCHOFF RD	ROLLING MEADOWS	IL	60008-1847		1.35	1.92	3.46
15	402973531	SUBWAY	3206 KIRCHOFF RD	ROLLING MEADOWS	IL	60008-1847		1.34	1.95	3.51

COMPETITOR LOCATIONS (15 CLOSEST) - BR										
NO	ID	NAME	ADDRESS	CITY	STATE	ZIP CODE	SALES VOLUME	STRAIGHTLINE DISTANCE	DISTANCE	DRIVE TIME
1	268778529	ASHBY'S STERLING ICE CREAM	5 E CAMPBELL ST	ARLINGTON HTS	IL	60005-1405		1.44	1.67	4.87
2	421174252	YOGURLAND	76 S ARLINGTON HEIGHTS RD	ARLINGTON HTS	IL	60005-1455		1.56	1.81	5.28
3	149582546	EROS RESTAURANT ICE CREAM	18 S DRYDEN PL	ARLINGTON HTS	IL	60004		1.80	2.67	4.73
4	461046872	DAIRY QUEEN	307 E NORTHWEST HWY	PALATINE	IL	60067-8116		2.32	2.73	5.84
5	991385345	DAIRY QUEEN	1293 N RAND RD	ARLINGTON HTS	IL	60004-4314		2.18	3.13	6.65
6	587051780	CAPANNARI ICE CREAM	10 S PINE ST	MT PROSPECT	IL	60056-3110		3.91	4.14	9.97
7	314343377	BEN JERRY'S	807 N QUENTIN RD	PALATINE	IL	60067-2031		3.64	4.27	8.23
8	415314379	MENCHIE'S FROZEN YOGURT	1027 N ELMHURST RD	MT PROSPECT	IL	60056-1153		3.60	5.16	8.84
9	407386307	TRUE TASTE LTD	807 BEECHWOOD RD	BUFFALO	IL	60089-3337		3.65	5.40	10.32

Source: STI Popstats, 2011 Estimates and Projections
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This information is for Dunkin' Brands internal use only.

7/16/2013

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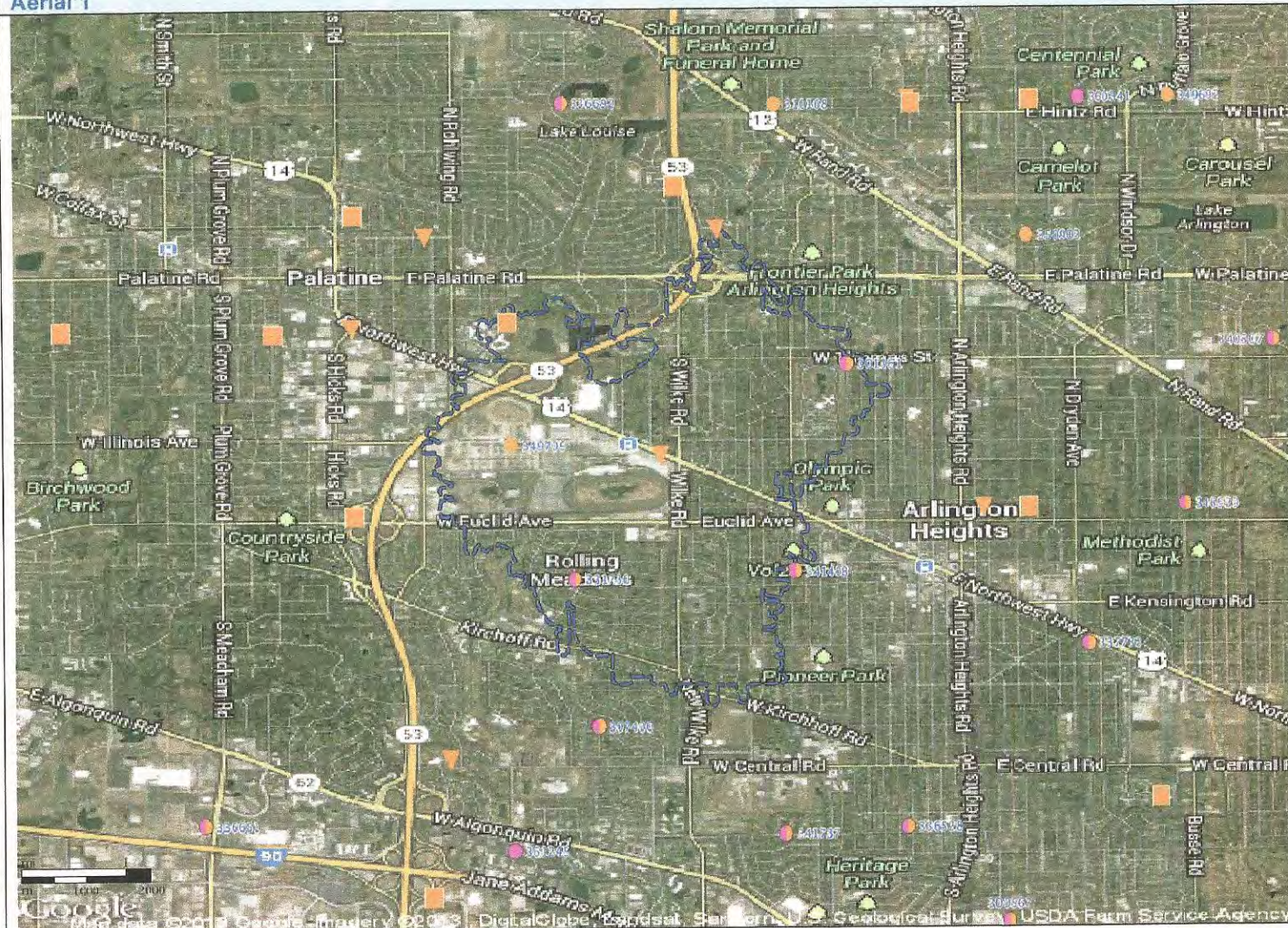
				GROVE						
10	461027724	BUFFALO RESTAURANT ICE CREAM	1180 W LAKE COOK RD	BUFFALO GROVE	IL	60089-1979		4.24	5.72	11.62
11	416651385	YOGURT THE WISE INC	601 N MARTINGALE RD	SCHAUMBURG	IL	60173-5903		4.20	5.73	8.62
12	415129872	YOCHILL	5 WOODFIELD MALL	SCHAUMBURG	IL	60173-5012		3.60	6.13	10.08
13	678696287	YOGEN FRUZ	5 WOODFIELD MALL	SCHAUMBURG	IL	60173-5012		3.60	6.13	10.08
14	461026460	DAIRY QUEEN	702 S BUFFALO GROVE RD	BUFFALO GROVE	IL	60089-3708		4.12	6.44	12.57
15	554259457	DAIRY QUEEN	1570 W ALGONQUIN RD	HOFFMAN ESTATES	IL	60192-1575		5.77	6.98	12.86



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Aerial 1



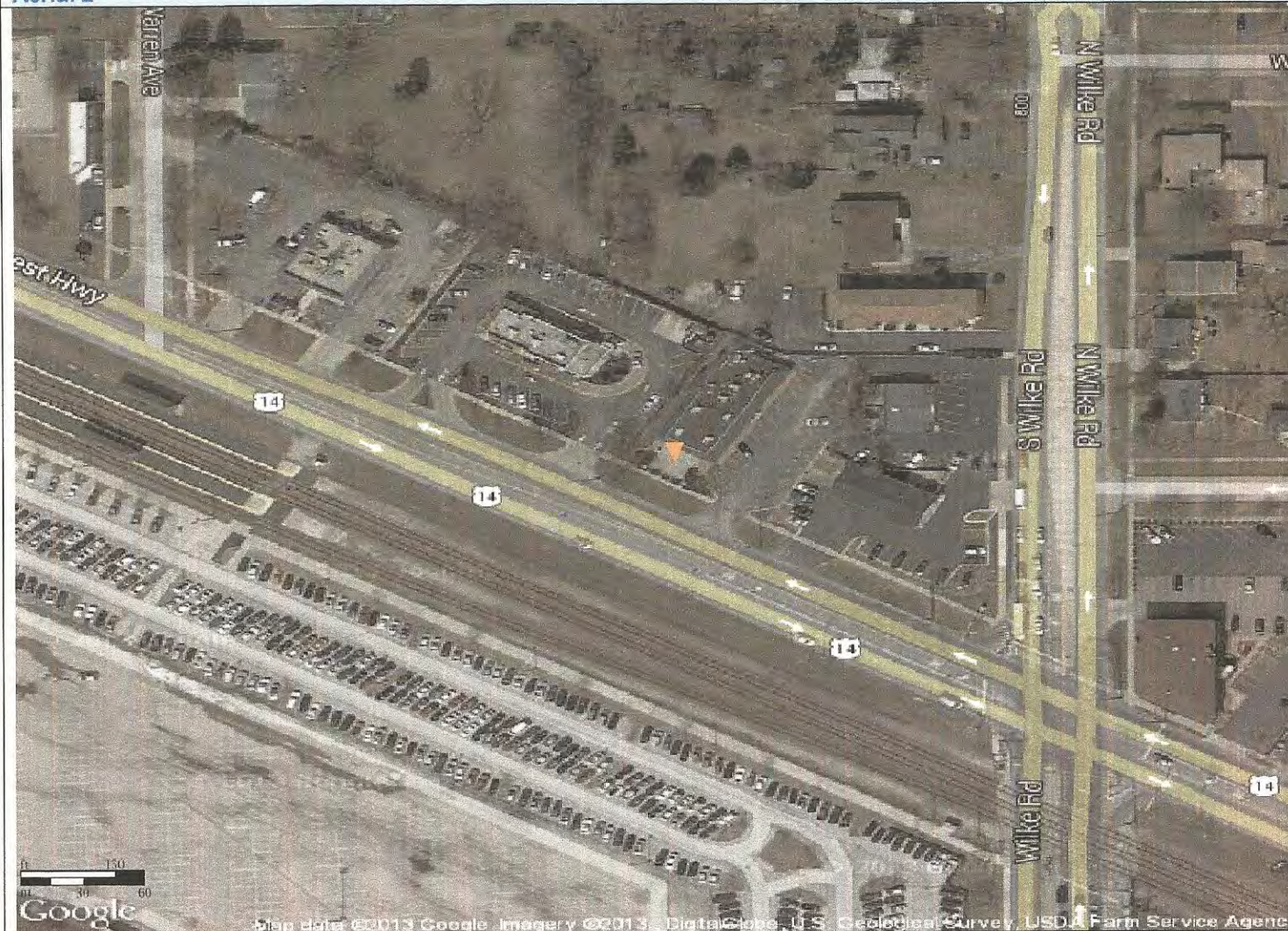
Legend	
Sites	
	DD
	BR
	DD-BR
Stores	
	DD
	BR
	DD-BR



SITE PACKAGE REPORT

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Aerial 2



Legend

Sites	
	DD
	BR
	DD-BR
Stores	
	DD
	BR
	DD-BR



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Map 2 (Traffic Data Map) displays a detailed street network with traffic volume data. The map includes major roads like Highway 55 and Highway 100, and various local streets. Traffic volume data is indicated by numbers along the road segments. The map also shows parks, water bodies, and other geographical features.

Sites

	DD
	BR
	DD-BR

	DD
	BR
	DD-BR

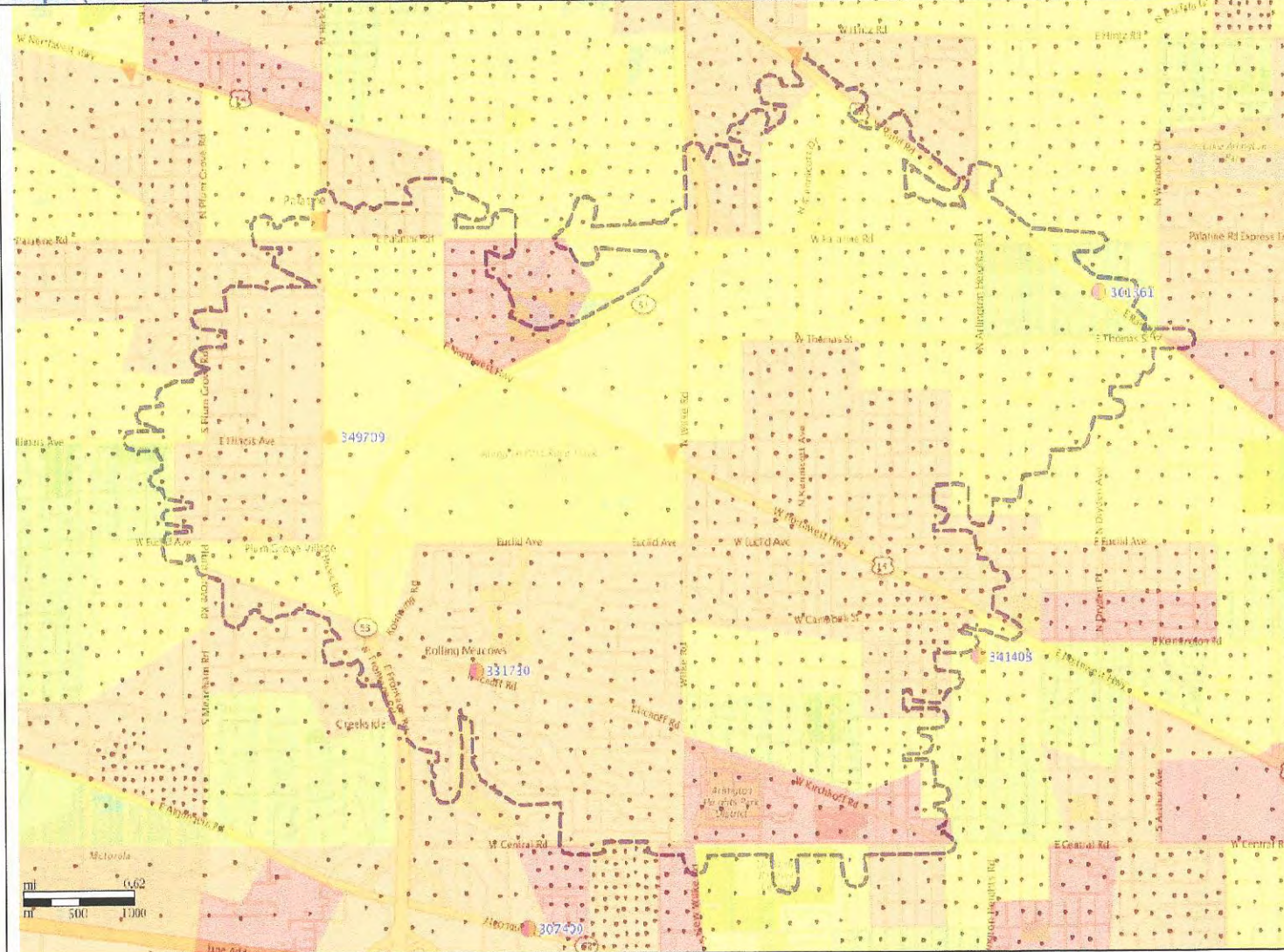
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SITE PACKAGE REPORT

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Map 3 (Dot Density on Residential Population - with Median HH Income Shaded)



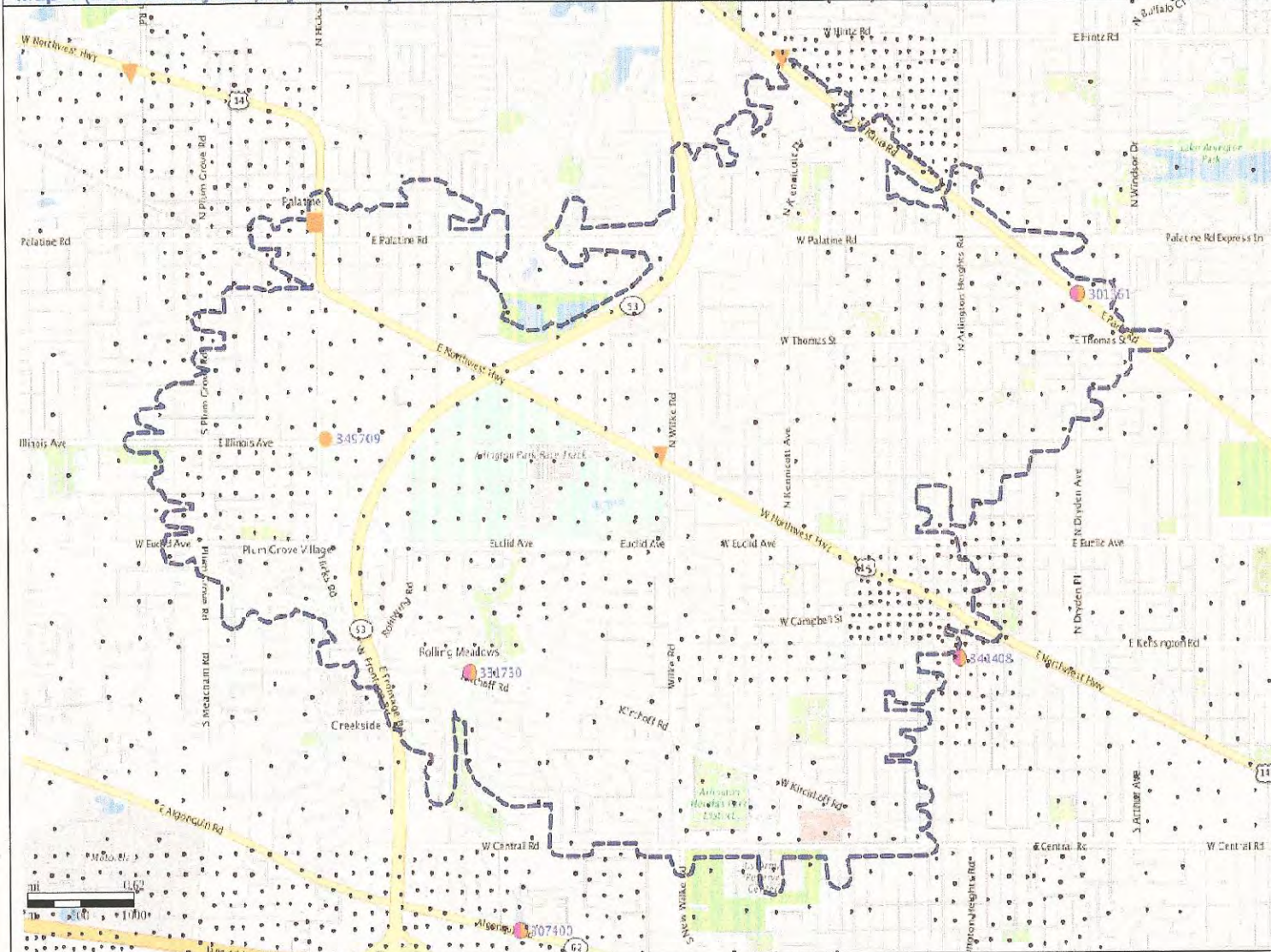
Legend	
Sites	
	DD
	BR
	DD-BR
Stores	
	DD
	BR
	DD-BR
Total Population DD	
	1 Dot = 50
Median Household Income	
	> \$150,000
	\$125,000-\$150,000
	\$100,000-\$125,000
	\$75,000-\$100,000
	\$55,000-\$75,000
	\$35,000-\$55,000
	< \$35,000



SITE PACKAGE REPORT

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Map 4 (Dot Density Employment Population)



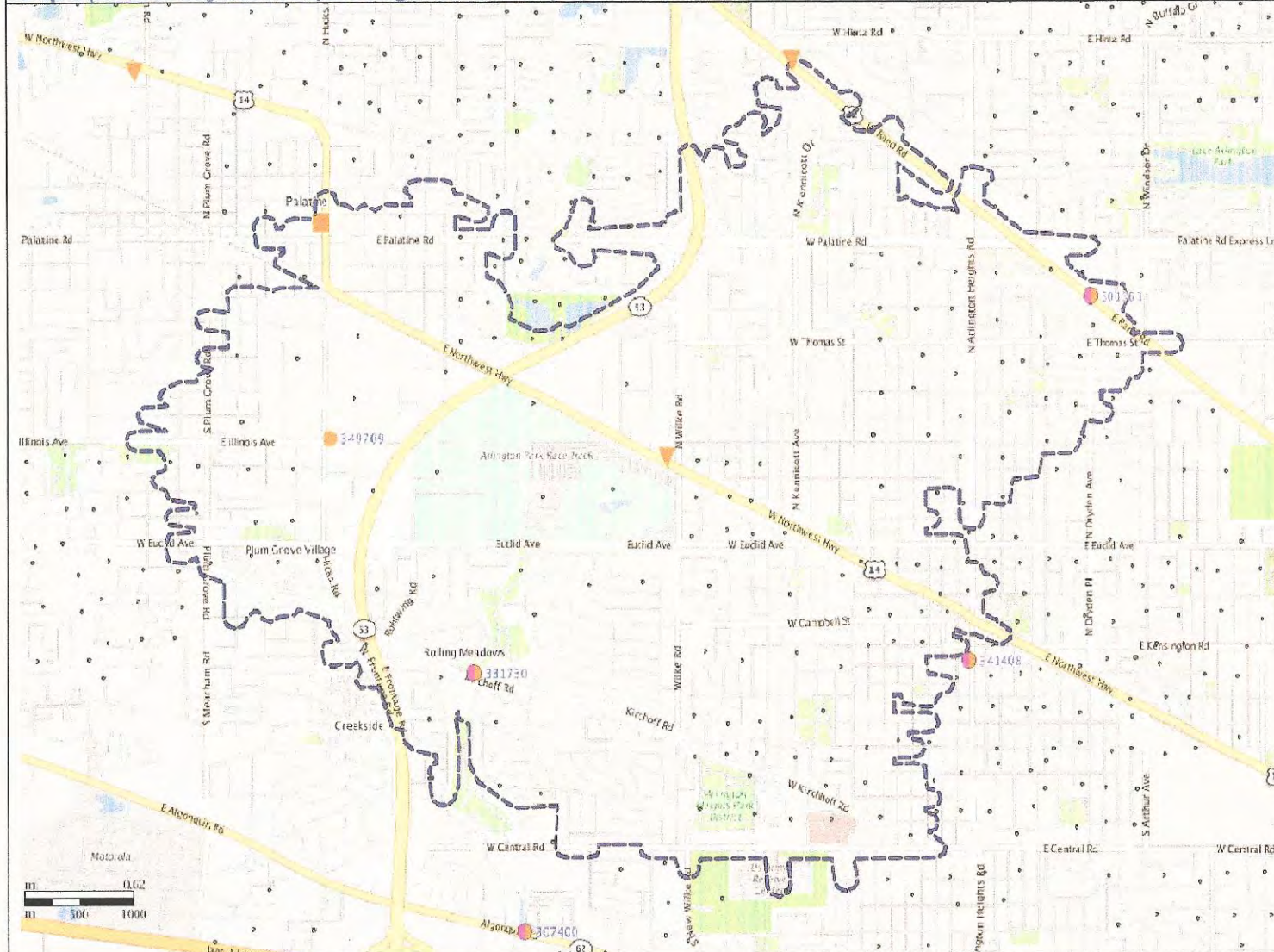
Legend	
Sites	
	DD
	BR
	DD-BR
Stores	
	DD
	BR
	DD-BR
Employment Population	
	DD
	1 Dot = 50



SITE PACKAGE REPORT

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Map 5 (Dot Density Landscape Categories Affluent)



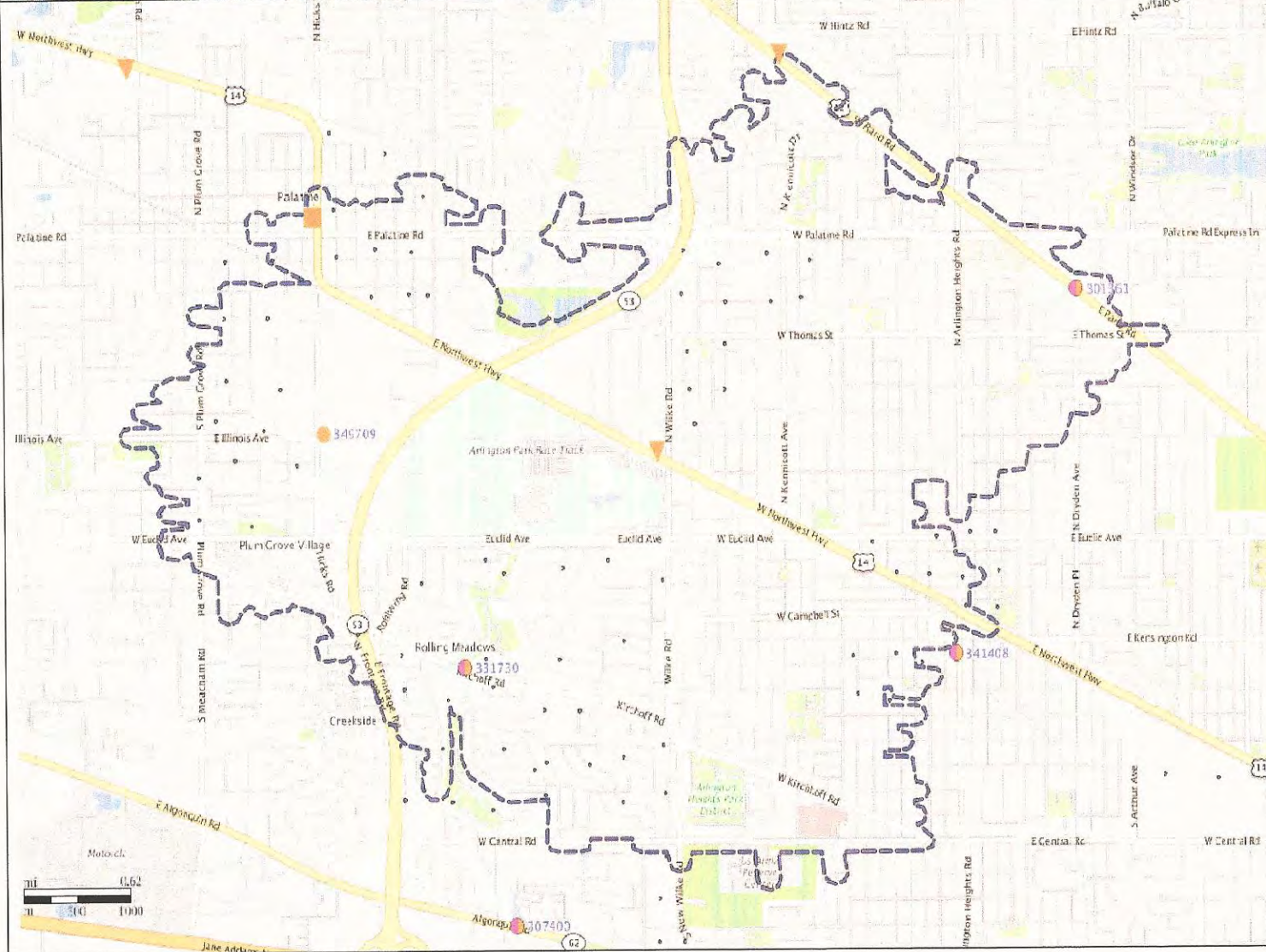
Legend	
Sites	
	DD
	BR
	DD-BR
Stores	
	DD
	BR
	DD-BR
Landscape Categories	
Affluent DD	
	1 Dot = 50



SITE PACKAGE REPORT

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Map 6 (Dot Density Landscape Categories Middle)





SITE PACKAGE REPORT

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Notes and Comments

Glossary/Definitions

PLAN COMMISSION PROJECT TIMELINE

Project Name: Dunkin Donuts
 PC Number: 13-021
 Location: 1818 W. Northwest Highway
 Requested Action:

1. *Repeal Ordinances 74-119 and 04-066 (repeal of Ordinance 81-158 will remain in effect).*
2. *Special Use to allow a restaurant with a drive-through and outside eating at the property located at 122 S. Arlington Heights Road.*
3. *A Variation from Section 11.2 of the Zoning Regulations to allow a reduction to the minimum required 2-way drive aisle dimension from 24 feet to 18 feet (in the northeast corner)*

	Date	# of Business Days
Preliminary Meeting	08/12/13	
Awaiting Petitioner Plat and Sub Submittal	09/04/13	17
Plat and Sub Committee Meeting	09/11/13	5
Awaiting Petitioner PC Application	11/06/13	40
Plan Commission Application Submittal Date	11/06/13	
1 st Round Department Comments	11/20/13	9
Petitioner's Response to 1 st Round Comments	12/09/13	11
2 nd Round Department Comments	12/11/13	2
Petitioner's Response to 2 nd Round Comments	N/A	
Public Hearing Notification	12/03/13	
Plan Commission Hearing	12/18/13	27 days from application date
Village Board	01/21/14	21

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